

FUJI XEROX SOFTWARE LICENCE AGREEMENT – SOFTWARE CONNECTOR FOR INTELLEDOX ('LICENSED SOFTWARE')

PART A OF THIS DOCUMENT GOVERNS YOUR USE OF THE LICENSED SOFTWARE IF YOU ARE CONTRACTING WITH FUJI XEROX AUSTRALIA PTY LIMITED. PART B OF THIS DOCUMENT GOVERNS YOUR USE OF THE LICENSED SOFTWARE IF YOU ARE CONTRACTING WITH ANY OF THE FUJI XEROX ENTITIES LISTED IN THE PARAGRAPH ENTITLED 'GOVERNING LAW AND JURISDICTION' IN PART B OF THIS DOCUMENT.

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separate agreement and in such circumstances, any non-payment of the fees in breach of that separate agreement will be deemed to be a breach of this Agreement. (d) Subject to any Non-Excludable Rights, all Charges are non-refundable.

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FEES, CHARGES AND TAXES (a) Licensee must as a fundamental term of this Agreement, pay Fuji Xerox in full without any deduction or set off: (i) all fees, charges and other amounts invoiced by Fuji Xerox under this Agreement, including the software licence fee and any additional services ('Charges'), by the due date noted on the invoice; (ii) interest at the maximum rate permitted by law on the daily balance of all outstanding monies; and (iii) any dishonour or re-presentation charges, collection agency costs, third party claims, costs and losses or legal fees and disbursements suffered or incurred by Fuji Xerox (all on a full indemnity basis) as a consequence of Licensee failing to comply with this Agreement (including as a result of Fuji Xerox exercising any of its rights under this Agreement in response to that failure). (b) All Charges are exclusive of all applicable taxes and shall be payable grossed up to recover such taxes at the then prevailing rate. The Licensee must pay such taxes at the same time as the Charges providing Fuji Xerox provides Licensee with any tax invoice or other tax documentation that Fuji Xerox is legally required to provide. (c) Licensee acknowledges and agrees that the Charges may be bundled with or otherwise included in the fees payable by Licensee to Fuji Xerox under a separate agreement and in such circumstances, any non-payment of the fees in breach of that separate agreement will be deemed to be a breach of this Agreement. (d) To the maximum extent permitted by law, all Charges are non-refundable.

CONFIDENTIALITY Licensee acknowledges and agrees that any information provided by Fuji Xerox hereunder (including but not limited to the terms and conditions of this Agreement, marketing plans and technical content (if any) of the Licensed Software) constitutes confidential information belonging to Fuji Xerox, its affiliates or licensor; and that Licensee shall not use, disclose, or reproduce such confidential information, in whole or in part, in any manner not specified herein, or for any purpose other than the purpose of performing its obligations or exercising its rights under this Agreement, without obtaining prior written consent from Fuji Xerox.

LIMITATION OF LIABILITY (a) To the maximum extent permitted by law, in no event will Fuji Xerox, its affiliates or licensors be liable for any: (i) loss, corruption or delay of data; (ii) loss of profits, revenue, savings, goodwill, use or opportunity; or (iii) special, indirect, incidental or consequential loss or damage. (b) To the maximum extent permitted by law, Fuji Xerox's (and its affiliates' and licensors') liability for any and all claims arising out of or in relation to this Agreement (whether in contract, tort (including negligence), under statute or otherwise), will be limited in aggregate to the amount paid by Licensee to the Fuji Xerox Contracting Entity (as defined in the paragraph titled 'Governing Law and Jurisdiction' below) under this Agreement during the first six (6) months of this Agreement (or such shorter period as applicable). (c) To the maximum extent permitted by law, Licensee releases Fuji Xerox from any claim which is not notified to Fuji Xerox by Licensee within 6 months of the event giving rise to the claim.

TERMINATION Either party may terminate this Agreement (including the license to the Licensed Software) immediately on notice to the other: (a) where the other party fails to remedy a material breach of this Agreement within 21 days of receiving notice specifying the breach and the intention to terminate the Agreement if the breach is not remedied; or (b) if: (i) the other party ceases or threatens to cease to carry on its business; (ii) a receiver, administrator, liquidator or similar officer is appointed over all or any part of the assets of the other party; (iii) the other party makes any arrangement for the benefit of its creditors; (iv) the other party is unable to pay its debts; (v) the other party is insolvent; or (vi) without limiting (b)(i)-(v), if the other party is a natural person, that person is declared bankrupt. (c) In addition to the above, Fuji Xerox may terminate this Agreement (including the license to the Licensed Software) immediately on notice to the Licensee if the Licensee loses control of or destroys the Licensed Software or assigns its rights in breach of this Agreement. (d) To the maximum extent permitted by law, no right to terminate this Agreement gives rise to any right to terminate any other agreement.

CONSEQUENCES OF TERMINATION (a) Upon expiry or termination of this Agreement for any reason, Licensee shall: (i) cease all use of the Licensed Software, Documentation and other information concerning the Licensed Software or this Agreement; (ii) pay any amounts due and owing to Fuji Xerox; and (iii) destroy: (A) the Licensed Software; and (B) the Documentation and other information concerning the Licensed Software or this Agreement (including all copies), and, if required by Fuji Xerox, certify that this paragraph (iii) has been complied with. (b) Termination is without prejudice to any rights of the parties which accrued prior to termination.

GOVERNING LAW AND JURISDICTION This Agreement is governed by and construed in accordance to the law of the jurisdiction in which the Fuji Xerox entity with whom Licensee is contracting ('Fuji Xerox Contracting Entity') is located, and the parties hereby submit to the non-exclusive jurisdiction where the Fuji Xerox Contracting Entity is located. The table below outlines the governing law and the jurisdiction in which the principal place of business of the Licensee is located and the Fuji Xerox Contracting Entity from which the license is granted.

Principal place of business of the Licensee	Fuji Xerox Contracting Entity	Governing Law/Jurisdiction for disputes/territory
China	Fuji Xerox (China) Limited	People's Republic of China
Hong Kong	Fuji Xerox (Hong Kong) Limited	Hong Kong
Korea	Fuji Xerox Korea Co., Ltd	Republic of Korea
Malaysia	Fuji Xerox Asia Pacific Pte Ltd (Malaysia Branch)	Malaysia
New Zealand	Fuji Xerox New Zealand Limited	New Zealand
Philippines	Fuji Xerox Philippines, Inc	Philippines
Singapore	Fuji Xerox Singapore Pte Ltd	Singapore
Taiwan	Fuji Xerox Taiwan Corporation	Taiwan
Thailand	Fuji Xerox (Thailand) Co., Ltd	Thailand
Vietnam	Fuji Xerox Vietnam Company Limited	Vietnam

Note: Please contact your nearest Fuji Xerox entity if the principal place of business of the Licensee is not listed in the above table.

THIRD PARTY SERVICE PROVIDERS. (a) Licensee acknowledges and agrees that no third party who provides part or all of the Licensed Software, services or support (including without limitation Fuji Xerox Australia Pty Limited (ABN 63 000 341 819)) ('Third Party Service Provider') will be held liable for any claims brought by, suffered or incurred by Licensee or anyone acting for Licensee or on Licensee's behalf arising out of or related to any act or omission (including without limitation any negligent, willful or unlawful act or omission) by such Third Party Service Provider. (b) Licensee must ensure that all claims arising out of or related to the Licensed Software, services, support or this Agreement are to be brought by Licensee only against the Fuji Xerox Contracting Entity and not against any Third Party Service Provider in any way and therefore Licensee releases from and indemnifies any Third Party Service Provider for any claims brought against any Third Party Service Provider by Licensee or anyone acting for Licensee or on Licensee's behalf. (c) Licensee acknowledges and agrees that: (i) this paragraph is for the benefit of the Fuji Xerox Contracting Entity and each Third Party Service Provider; (ii) this paragraph may be pleaded as a full and complete defence by any Third Party Service Provider to any claim brought against such Third Party Service Provider; and (iii) the Fuji Xerox Contracting Entity holds the benefit of this paragraph on trust for each Third Party Service Provider.

GENERAL. (a) Audit. Fuji Xerox may, on at least 1 days notice to Licensee, audit Licensee's use of the Licensed Software to determine if such use is in accordance with this Agreement. Such audit may, at Fuji Xerox's sole option, be on-site or remote. Licensee must promptly provide Fuji Xerox with all support and access to systems and personnel as Fuji Xerox considers necessary to perform the audit. (b) Assignment by Fuji Xerox. Fuji Xerox may assign its rights under this Agreement to any of its related entities or affiliates without obtaining the Licensee's prior written consent so long as such related entity or affiliate agrees to comply with the terms and conditions of this Agreement. (c) Force Majeure. Fuji Xerox is not responsible or liable to Licensee for any delay or other failure to perform Fuji Xerox's obligations under this Agreement that is due to causes beyond Fuji Xerox's reasonable control. (d) Waiver. A waiver by a party of a breach will not be regarded as a waiver of any other breach. A failure by a party to enforce a paragraph will not be interpreted as a waiver (unless the waiving party confirms in writing that a waiver was intended). (e) Entire Agreement. (i) To the maximum extent permitted by law, this Agreement, together with any order form which expressly cross-references and incorporates this Agreement, contains the entire agreement of the parties about its subject matter, and replaces all previous agreements, representations, arrangements and understandings about that subject matter. (ii) Licensee acknowledges that they have not relied on any representations other than those expressly set out in this Agreement and any order form. (f) Severability. Any paragraph or part of any paragraph of this Agreement that is illegal or unenforceable shall be read down to the extent necessary to give legal effect, or shall be severed from this Agreement if it cannot be read down, and the remaining paragraphs (and parts of paragraphs) of this Agreement remain in full force and effect. (g) Survival. Paragraphs which by their nature may survive the termination or expiration of this Agreement (including but not limited to title and limitation of liability) should be so interpreted.