

- OI shall suffer damages agreed at the then current new purchase price of the Licensed Product SAL plus the cost of an ASM annual fee.
9. Exceeding licensing counts mentioned in clauses 2, 3, 4 above shall be deemed to be a breach of this License Agreement and OI shall suffer damages agreed at the then current new purchase price of the Licensed Product SAL plus the cost of an ASM annual fee.
 10. Failure to renew the ASM and the resultant lapse of this SAL shall entitle OI, at its option to; unilaterally terminate use of the Licensed Product and to uninstall it from all relevant PCs. This Agreement authorises and allows OI to remove, by any means available, the Licensed Product from the Licensee's hardware and the Customer grants OI the right to enter and attend at any location both, physically and electronically, by employees or contractors, where the Licensed Product is installed for the purpose of facilitating its removal.

B – EVALUATION AND TRIAL LICENCES

When the Licensed Product has been supplied on an evaluation or trial basis the following conditions apply:

- (a) Evaluation or Trial Licences are provided by Outback Imaging solely for short term evaluation of the Licensed Product and these Licences remain solely the property of Outback Imaging and not the Customer.
- (b) The Licence to use expires on the date specified at the time of supply however if no time is specified it shall expire 30 days after supply.
- (c) On expiry of this Licence, OI may remove, by any means available, the Licensed Product from the Licensee's hardware and the Customer grants OI the right to enter and attend at any location both, physically and electronically, by employees or contractors, where the Licensed Product is installed for the purpose of facilitating its removal.
- (d) All other terms of this Licence shall apply in so far as they are capable of applying in the limited context of its terms.

C - GENERAL TERMS APPLICABLE TO ALL LICENCES

1. **Suitability:** Outback Imaging and its licensor makes no representation as to the suitability of the Licensed Product for the Customer's needs, nor does it accept any responsibility for the accuracy, quality or type of image produced by the Customer using this Licensed Product. The Customer is responsible for selection of the Licensed Product as suitable for its need. Licensing is on the basis of the maximum number of web client users or device clients ordered on the applicable Outback Imaging Licensed Product Order form. The customer agrees to notify Outback Imaging if their web client user count or device count has exceeded their ordered licensed maximum count threshold. In such an event the customer agrees to either reduce their active web client user count or device count to equal the maximum count threshold, or to purchase an increased user count or device count licence from Outback Imaging. Licences purchased as **Standalone Annual Licences** (also known as a 'named server Licences') are not transferable to other named servers. Licensing is valid only when the Customer's monies requested by Outback Imaging have been deposited as cleared funds in Outback Imaging's nominated bank account.
2. **Intellectual Property Rights:** All Intellectual Property Rights in the licensed program (Intellectual Property Rights), are the property of Outback Imaging IP Pty Ltd (ACN 120 605 389) under licence to Outback Imaging and no title is transferred by this Agreement. Intellectual Property Rights includes copyrights in the licensed program, including any copyright embodied in the source code of the licensed program; all trade mark rights, including the words "ezescan", "ezescan web app", "ezescan integration server", "eis" or the "ezescan" logo or in the words "transforming paper into knowledge", whether registered or unregistered; moral rights; trade secrets; patents, including the right to apply, prosecute and obtain patent protection over any patentable subject matter. The Customer is to retain the copyright notice and other legends on all copies, both full and partial, of the Licensed Product. The Customer agrees not to distribute the Licensed Product or any part of it to any third party, or to copy, modify, reverse engineer, disassemble or de-compile the Licensed Product, or to use the Licensed Product in any unauthorised manner except as expressly permitted in writing by Outback Imaging.

3. **Acceptance of Terms of Agreement:** This Agreement is accepted by the Customer on removing the CD from its package, or by installing the Licensed Product from the media provided. The Customer may terminate this Agreement without notice. Outback Imaging may terminate this Agreement by notice in writing to the Customer should the Customer be in default under the terms of this Agreement and fail to rectify that default within 30 days of receiving written notice, or in the event that the breach is incapable of remedy OI may terminate this Agreement forthwith by written notice. The Customer agrees to cease using the Licensed Product and destroy all material upon termination.
4. **Permission to Copy:** The Customer may produce sufficient copies of the program for safe usage of it, but may not produce or distribute copies for any other purpose.
5. **Customer/ User Obligations:** Except as expressly set out in this Licence or as permitted by any local law, the customer undertakes:
- (a) to not to distribute the Software and the Documentation or any part of it to any third party;
 - (b) to not to copy the Software or Documentation except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
 - (c) to not to rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify the Software or Documentation;
 - (d) to not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
 - (e) to not to disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the Software nor attempt to do any such things except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:
 - i. is used only for the purpose of achieving inter-operability of the Software with another software program; and
 - ii. is not unnecessarily disclosed or communicated to any third party without the Licensor's prior written consent; and
 - iii. is not used to create any software which is substantially similar to the Software;
 - (f) to ensure that the Software is installed on designated and suitable equipment for use by only the number of client users or devices as stated on the applicable Outback Imaging Software Order form;
 - (g) to ensure that the Software is only used with suitable ancillary equipment, including but not limited to scanning equipment on the appropriate settings for your needs;
 - (h) to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
 - (i) to supervise and control use of the Software and ensure that your employees and representatives use the Software in accordance with the terms of this Licence;
 - (j) to include the copyright notice of the Licensor on all entire and partial copies you make of the Software or Documentation on any medium; and
 - (k) to ensure that the Software connects only with hosts systems which the customer is authorised to use client access licenses (CALs) for. The customer agrees that it is solely responsible for ensuring it complies with the terms of use for each and any host system and its client access licenses.
 - (l) to ensure that the Software is at all times protected from access, use or misuse and damage and destruction by any person not authorised by either Outback Imaging or the Customer and the Customer will notify Outback Imaging immediately if it becomes aware of any unauthorised use of the Licensed Program.
6. **Third-Party APIs: The Licenced Product utilises API Integration to connect third-party products.**
- (a) The use of third-party products is in the customer's sole discretion and Outback Imaging does not warrant or guarantee support for such third-party products. Customers must acknowledge and agree that Outback Imaging does not have control over the functionality, performance and ability of third-party APIs and any claims for redress presented by the customer due, among other things, to intellectual property infringements, defects, delays, damages or any other consequences arising from

the use or implementation of the third-party product is the responsibility of such third-party provider and not Outback Imaging and shall, as such be governed by such third-party term. Outback Imaging shall in no event and in no respect be liable for defects, delays, or damages, whether direct, indirect or consequential caused by third-party products.

- (b) Customers are solely responsible to oversee and validate the input and output of data associated with third-party products, as well as to perform data backups for those products. Additionally, customers bear full responsibility for maintaining the required operating environment for third-party products.
- (c) Customers are required to acknowledge that Outback Imaging is not involved in the processing of payment transactions related to third-party products, nor does it store or handle payment card data. Any fees collected by a payment provider in relation to a third-party product are independent of Outback Imaging and do not affect or diminish the customers' responsibility to fulfil their payment obligations.

7. Warranty - Customers who are not “Consumers” as defined in the Australian Consumer Law:

- (a) Outback Imaging warrants that the product as supplied by Outback Imaging complies with its published specifications and is free from defects for 90 days from the commencement of this Agreement. Outback Imaging will undertake its best efforts to correct any defects advised to it during this period. Support and other services after expiration of the warranty period are provided under the provisions of Outback Imaging's Standard Software Maintenance Agreement.
- (b) To the maximum extent permitted by law, Outback Imaging disclaims all further or other warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement
- (c) Outback Imaging's entire liability and the Customer's entire remedy shall be, at Outback Imaging's discretion, either return of the price paid to Outback Imaging, or repair or replacement of the Licensed Product which does not meet Outback Imaging's warranty, and which is returned to Outback Imaging with a copy of the Customer's receipt within the warranty period.

8. Warranty - Customers who are defined as “Consumers” in the Australian Consumer Law.

- (a) All Licensed Products supplied by **Outback Imaging** to a person defined as a “**Consumer**” under the **Australian Consumer Law** come with guarantees that cannot be excluded by this Agreement. If you meet the definition of “Consumer” under that Law you are entitled to a replacement of the Licensed Product or refund of the purchase price for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Licensed Product repaired or replaced if the Licensed Product fails to be of acceptable quality and the failure does not amount to a major failure.
- (b) The Australian Consumer Law Warranty does not apply where the Customer intends to use the Licensed Product as part of a business to manufacture or produce something else.

9. Warranty-International: Licensed Products to Customers outside the Commonwealth of Australia are granted subject to the following conditions: -

- (a) If the Laws in the country in which the Licensed Products are to be used restrict the warranty exclusions that may be legally imposed on any class of customer, then the terms of the warranties contained in Clause 7 of this Agreement apply subject to those restrictions.
- (b) The Warranty limitations contained in Clause 7 are otherwise applicable to Licensed Products issued to Customers outside Australia.

10. Special conditions “Critical Applications”

- (a) For the purpose of this Agreement “Critical Applications” are defined as meaning *life-support systems, medical applications, connections to medical devices, commercial transportation, nuclear or energy facilities or systems or any other applications where product failure could lead to injury to persons or loss of life or catastrophic property damage.*
- (b) The Licensed Product is not designed as being suitable for Critical Applications and is not held out as being suitable in such applications.
- (c) Customers who use the Licensed Product for Critical Applications do so at their own risk and after

their own independent evaluation of the Licensed Product, and OI will not be liable for the consequences of such use.

11. **Export Control:** The Licensed Product may be subject to export control legislation in certain countries. The Customer shall not export or re-export the Licensed Product from the country in which the Licensed Product is granted in contravention of any such export control legislation applying at the time and hereby agrees to indemnify OI from and against all claims that may be made against it as a consequence of a breach of this condition.
12. **No Liability for Damages:** In no event shall Outback Imaging or its licensors or its suppliers be liable for any consequential, incidental, direct, indirect, special, punitive or other damages whatsoever (including but not limited to damages for loss of business profits, loss of business information, business interruption, or any other pecuniary loss) arising out of the use of, or inability to use, this product, even if Outback Imaging has been advised of the possibility of such damages.
13. **Severability:** Should any provision of this Agreement be found to be invalid or contrary to law, then it may be severed from this Agreement / document and the balance of this Agreement shall remain in force and effective between the parties.
14. **Entire Agreement:** These terms and conditions supersede all prior written and oral understandings between the parties on the subject matter of this Agreement and constitute the entire agreement between them relating to the license of the material covered by this Agreement. There are no understandings or representations, express or implied, not expressly set out herein.
15. **Applicable Law:** This Agreement is governed by the laws of Queensland and the Commonwealth of Australia.
16. **Contact for Warranty Claims**
 - (a) In the first instance refer all warranty claims to the person or Company from which you acquired the Licensed Product
 - (b) If satisfaction is not achieved then refer the Warranty claim to Outback Imaging by contacting it as follows: email to support@ezeScan.com.au, with the words 'WARRANTY CLAIM ENQUIRY' in the email heading.

Outback Imaging Pty Ltd ACN 102 594 883, 2002 - 2023.

Signed: (By an authorised representative of the Customer)

Full Name:

Company Name:

Company Address:.....

Dated:

Signed: (By a person authorised by Outback Imaging)

Full Name:

Dated: