

DOMINOPDF LICENCE TERMS AND CONDITIONS

In these terms and conditions, "You" means the company or individual identified in the online purchase form or the Proposal as defined below in clause 1.1 a) as being the licensee of the

DominoPDF application, and "We" means Dillon Prime Limited, whose trading address is 20 The Willows, Chilsworthy, Holsworthy, Devon, EX22 7BB, UK. The terms "Your", "Our" and "Us" shall be construed accordingly.

1 LEGALLY BINDING CONTRACT

1.1 A legally binding contract for the purchase by You and supply by Us of a licence to use DominoPDF, and/or Support and Maintenance (as defined in clause 3 below) shall be made upon the first to occur of the following: a) Your written acceptance of these terms and conditions in the form of a valid purchase order referencing these terms and conditions and Our written proposal setting out the details of Our offer to You (the "Proposal") (such valid purchase order referred to herein as the "PO"); or

b) Your completion of Our online purchase form and submission of the relevant form and payment details.

1.2 If the contract is made according to clause 1.1 a) then any term or condition in the Proposal that is in addition to or at variance with these terms and conditions shall take precedence over these terms and conditions. You agree that any term or condition in Your PO that is in addition to or at variance with these terms and conditions shall be void and of no effect.

1.3 If the contract is made according to clause 1.1 b), before completing the online purchase form You will be asked to confirm Your acceptance of these terms and conditions. In accepting these terms and conditions You are agreeing to be bound by them, so please read them carefully. If You do not accept these terms and conditions, please exit from the purchase process and do not proceed further.

2 LICENCE GRANT

2.1 DominoPDF is Our proprietary software. We provide a free and fully functional trial facility that enables You to fully test all features and functionality of DominoPDF ("Evaluation Software") prior to purchasing a licence to use DominoPDF. You agree that You have assessed the functionality of DominoPDF through Your testing of the Evaluation Software and confirm that it meets Your requirements. In particular, but not by way of limitation, You confirm that DominoPDF supports all file types required to be supported by You.

2.2 Subject to these terms and conditions and in consideration of Your payment of the DominoPDF Licence Fee as set out in clause 4.1 below, You are granted a non-exclusive, personal, perpetual licence to download DominoPDF and install and use the number of licensed copies of DominoPDF purchased by You on Your computer equipment.

2.3 You agree that: a) You will not reverse engineer, decompile, or disassemble DominoPDF, except to the extent that We cannot prohibit such acts by the applicable law;

b) You will not sell, assign, license, lease, rent, loan, lend, transmit, network, or otherwise distribute, transfer or make available DominoPDF in any manner to third parties; and

c) You are expressly prohibited from adapting, modifying, merging, revising, improving, translating, upgrading, enhancing and creating derivative works of DominoPDF for any purpose including error correction or any other type of maintenance.

2.4 You undertake to keep all usernames, passwords and other access details relating to the use of DominoPDF confidential and You agree that We will not be liable for any claims for loss or damage arising from Your failure to do so.

2.5 The parties acknowledge that You have entered into this purchase upon these terms and conditions for Your own benefit and for the benefit of other Group Companies, where a Group Company shall be defined as a company being from time to time a wholly owned subsidiary of Your company or a wholly owned subsidiary of Your parent company and these terms and conditions are intended to be enforceable by each such Group Company by virtue of the Contracts (Rights of Third Parties) Act 1999. The parties acknowledge that all Group companies will have the same rights as You under these terms and conditions and that We owe the same duties and obligations to the Group Companies as We owe to You. Save where the context otherwise requires, any reference to You in these terms and conditions includes references to the other Group Companies from time to time, so that, for example, the right to use DominoPDF is to be construed as the right to use DominoPDF by You and the other Group Companies and the right to install copies of DominoPDF on Your computer equipment shall include any Group Company's computer equipment. In addition, We acknowledge that You currently receive or may enter into agreements to receive services from third party service providers. We acknowledge that, subject to any such of Your service providers having entered into an appropriate confidentiality agreement with You (or the appropriate Group Company), Your service providers may have access to and use of DominoPDF (where necessary, remotely and outside the territory in which You or the appropriate Group Company is using DominoPDF) for the purposes of providing services to You or the appropriate Group Company. Notwithstanding the foregoing You agree that You shall be wholly liable in respect of any and all use of DominoPDF by any Group Company, service provider or other third party to whom You grant access to DominoPDF and any breach by such Group Company or third party of any term or condition herein shall be deemed to be a breach of such term or condition by You.

3 SUPPORT AND MAINTENANCE

3.1 Subject to Your payment of the Support and Maintenance Fee as set out in clause 4, We shall provide support and maintenance as further defined below for the period of time for which You have paid the Support and Maintenance Fee starting from the date of receipt of each such payment.

3.2 **Support:** a) If You become aware of a Problem with DominoPDF, where a "Problem" is defined as being behaviour not in accordance with the Evaluation Software or the accompanying documentation, You should email us at "mail@dominopdf.com" or such other email address as We might notify You of from time to time, with details of the Problem and any information that might assist Us in resolving it.

b) We shall use Our reasonable endeavours to respond to Problem notifications within 48 hours.

c) You agree to provide Us with all necessary information and assistance required to investigate and resolve reported Problems.

d) If You have questions regarding the use of DominoPDF, You should email us at "mail@dominopdf.com" and We shall use Our reasonable endeavours to respond to Your questions within 48 hours.

3.3 **Maintenance:** From time to time We shall make available new versions of DominoPDF containing fixes to Problems with the application and/or minor improvements to functionality ("Updates"). Such Updates shall be made available free of charge for download from Our web site and shall be subject to the licence terms and conditions set out herein.

3.4 We shall not be obliged to provide Support and/or Maintenance in respect of: a) Problems resulting from any modifications or customisation of DominoPDF not made by Us;

b) any software other than DominoPDF; c) incorrect or unauthorised use of DominoPDF or operator error where such use or operation is not in accordance with the DominoPDF documentation; or d) use of DominoPDF with computer hardware, operating systems or file formats other than those specified in the DominoPDF documentation. 3.5 **Upgrades:** We may also make

available new versions of DominoPDF that contain significant new or improved functionality ("Upgrades"). Such Upgrades shall be made available for download upon payment of the corresponding Upgrade Fee as specified on Our web site from time to time. The decision regarding whether a new version constitutes an Update or an Upgrade shall be at Our sole discretion.

4 FEES & PAYMENT.

4.1 We shall invoice and You shall pay the the DominoPDF Licence Fee as set out on Our Proposal, web page at : <http://dominopdf.com/dominopdf-licensing> or in the relevant proposal as applicable.

4.2 We shall invoice and You shall pay the Support and Maintenance Fee as set out on Our web page at : <http://dominopdf.com/dominopdf-licensing> or in the relevant Proposal, as applicable.

4.3 Not less than one month prior to the expiry of Your Support and Maintenance cover, We shall invoice You for the Support and Maintenance Fee for the subsequent year.

4.4 You acknowledge that it is Your responsibility to update Us with changes to Your relevant contact details so that We may advise You of payments due.

4.5 If payment of the Support and Maintenance Fee or any part of it is overdue (save where any sum or part of it is the subject of a bona fide dispute, provided that You have notified Us in writing of such dispute within ten business days of receipt of the disputed invoice), We may suspend Your access to Updates and suspend any work in progress with regard to Problems or questions submitted by You. Renewed access to Support and Maintenance shall be provided upon payment by You of an amount equal to 70% of the DominoPDF Licence Fee and such Support and Maintenance shall then be provided for a period of twelve (12) months from the date of Our receipt of such payment.

5 WARRANTIES.

5.1 Subject to the exceptions set out below and the limitations upon Our liability in clause 6, We warrant that DominoPDF will provide at least the functionality of the Evaluation Software reviewed and approved by You as set out in clause 2.1.

5.2 Subject to the exceptions set out below and the limitations upon Our liability in clause 6, We warrant that the Support and Maintenance shall be provided with reasonable skill and care by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.

5.3 The warranty set out in clause 5.1 does not apply to conditions resulting from improper use, external causes, including service or modifications not performed by Us, or operation outside the specified environmental or operating system parameters or from use other than as permitted under these terms and conditions. We do not warrant that the operation of DominoPDF will be uninterrupted or error free.

5.4 Save as expressly provided in clause 5.1 and clause 5.2 of these terms and conditions, We specifically exclude but without limitation all other conditions, warranties, representations or other terms relating to these terms and conditions hereto including any conditions, warranties, representations or other terms that might otherwise be implied or incorporated into these terms and conditions, such as those of satisfactory quality, fitness for a particular or any purpose, or ability to achieve any particular result.

5.5 You hereby agree that Your sole remedy in respect of any non-conformance with any warranty in these terms and conditions is that We will remedy such non-conformance (either by Ourselves or through a third party) and if in Our reasonable opinion, We are unable to remedy such non-conformance then We will refund the DominoPDF Licence Fee and the Support and Maintenance Fee, if paid, whereupon Your licence to use DominoPDF and Your right to receive Support and Maintenance shall immediately terminate.

5.6 You must promptly notify Us in writing of any breach of the above warranties in order to benefit from the remedy stated above in clause 5.5. You shall provide all information as may be deemed necessary by Us to assist Us in resolving such breach.

6 LIMITATION OF LIABILITY.

6.1 Nothing in these terms and conditions shall exclude or limit Our liability for (i) fraud or other criminal act, (ii) personal injury or death caused by the negligence of Our employees in connection with the performance of their duties hereunder or by defects in any application supplied pursuant to these terms and conditions, (iii) Our obligations in respect of Intellectual Property Claims set out in clause 7 or (iv) any other liability that cannot be excluded by law.

6.2 Subject to clause 6.1, in no event will We be liable under these terms and conditions for any damages resulting from: (i) loss of, damage to or corruption of data, (ii) loss of use, (iii) lost profits, (iv) loss of data, (v) loss of anticipated savings, and/or (vi) any indirect or consequential loss. Such liability is excluded whether such damages were reasonably foreseeable or actually foreseen.

6.3 Except as provided in clause 6.1 and in clause 6.2 Our maximum aggregate liability to You for any cause whatsoever shall be for direct costs and damages only and will be limited to a sum equivalent to 125% of the aggregate of the DominoPDF Licence Fee and the Support and Maintenance Fee paid and payable by You during the twelve (12) months prior to Your claim.

6.4 We hereby exclude all liability that We have not expressly accepted in these terms and conditions. These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action. For the purposes of this clause 6 "We" includes Our employees, sub-contractors, licensors and suppliers who shall therefore have the benefit of the limits and exclusions of liability set out in this clause in terms of the Contracts (Rights of Third Parties) Act 1999.

6.5 No action, regardless of form, arising out of transactions occurring under or contemplated under these terms and conditions may be brought by either party more than two (2) years after the cause of action has accrued.

7 DURATION & TERMINATION.

7.1 Upon Our receipt of the DominoPDF Licence Fee and Your acceptance of these terms and conditions, You shall become a licensee of DominoPDF. Your licence shall continue unless and until terminated in accordance with the provisions of clause 5.5 or clause 7.3.

7.2 Upon Our receipt of the Support and Maintenance Fee Your access to Support and Maintenance shall commence. Your licence and shall have access to the DominoPDF software and Updates as set out above. You shall continue to be a Licensee as long as You continue to pay the DominoPDF Services Fee as set out in clause 4.1 above or until Your licence is terminated by Us in accordance with clause 7.3 below.

7.3 We may forthwith terminate Your license at any time if You commit any material breach of any term of these terms and conditions and fail, within thirty (30) days notice from Us given by electronic mail, to remedy such breach.

7.4 The expiry of these terms and conditions or the termination thereof for whatever reasons shall be without prejudice to any other rights or remedies a party may be entitled to under law and shall not affect the respective rights and liabilities of either of the parties accrued prior to such termination.

8 INTELLECTUAL PROPERTY.

8.1 We are the owner or licensee of the patent, copyright, trade secrets, trademarks and any other intellectual property rights which subsist in DominoPDF. Title to DominoPDF shall remain vested in Us or Our licensors. For the avoidance of doubt title and all intellectual property rights to any design, new software, new protocol, new interface, enhancement, update, derivative works, revised screen text or any other items that We create for You shall remain vested in Us or Our licensors. Any rights not expressly granted herein are reserved to Us.

8.2 Subject to the provisions of this clause 8 We shall defend at Our own expense any claim brought against You alleging that the normal use of DominoPDF infringes a patent or copyright belonging to a third party in the United States of America or European Union ("Intellectual Property Claim") and We shall pay all damages awarded or agreed to be paid to any third party in settlement of an Intellectual Property Claim provided that You (a) promptly furnish Us with written notice of the Intellectual Property Claim upon becoming aware of the same; (b) make no admissions or settlements without Our prior written consent; (c) act in accordance with Our reasonable instructions and provide Us with reasonable assistance in respect of the Intellectual Property Claim; and (d) give to Us the sole authority to defend or settle the Intellectual Property Claim.

8.3 If in Our reasonable opinion DominoPDF is or may become the subject of an Intellectual Property Claim then We shall either (a) obtain for You the right to continue using DominoPDF; or (b) replace or modify DominoPDF so that it becomes non-infringing; or (c) if such remedies in (a) and/or (b) above are not in Our opinion reasonably available, then You shall cease to use DominoPDF and We shall refund to You the corresponding portion of the Licence Fee, if paid, as normally depreciated, plus any Support and Maintenance Fee paid in respect of Support and Maintenance paid for but not received and these terms and conditions shall then terminate.

8.4 We shall reimburse You Your reasonable costs incurred in complying with the provisions of clause 8.2.

8.5 We shall have no liability for any Intellectual Property Claim resulting from the combination of DominoPDF with other applications that were neither supplied nor combined with DominoPDF by Us where the Intellectual Property Claim would not have arisen had such combination not occurred or if the same results from any breach of Your obligations under these terms and conditions where the same would not have arisen had such breach not occurred.

8.6 This clause 8 states Our entire obligation and liability and Your sole remedy in respect of any infringement or alleged infringement of any intellectual property rights arising from Your use of DominoPDF. We hereby exclude all other obligations and liabilities in relation to infringement or alleged infringement of the intellectual property rights of any person.

9 CONFIDENTIALITY.

9.1 Confidential Information shall be defined as any information (whether disclosed in oral, written or electronic form) belonging or relating to Our or Your business affairs or activities, and which: (i) has been marked as confidential or proprietary, (ii) has been identified orally or in writing as being of a confidential nature, or (iii) may reasonably be supposed to be confidential in the circumstances.

9.2 Each party undertakes that for a period of five years from the date of disclosure it will not, without the prior written consent of the other party, use, disclose, copy or modify the other party's Confidential Information other than is necessary for the performance of its rights and obligations under these terms and conditions.

9.3 The provisions of clause 9.2 shall not apply to (a) any information in the public domain otherwise than by breach of these terms and conditions; (b) information lawfully in the possession of the receiving party before disclosure by the disclosing party; (c) information lawfully obtained without restriction from a third party; and (d) information required to be disclosed by a court of competent jurisdiction.

9.4 Notwithstanding the provisions of this clause 9, You agree that We may publicise Our involvement with You.

9.5 If these terms and conditions is terminated, each party shall, at the other party's option, return or destroy all Confidential Information of the other party.

10 ASSIGNMENT.

Save to a Group Company, You may not assign these terms and conditions or otherwise transfer any rights or obligations under these terms and conditions except with Our prior written consent.

11 FORCE MAJEURE.

Neither party is responsible for failure to fulfill its obligations hereunder due to causes beyond its reasonable control that directly or indirectly delay or prevent its timely performance hereunder.

12 NOTICES.

All notices made pursuant to these terms and conditions must be made in writing. Notices made by electronic mail shall be acceptable provided they are accompanied by an appropriate electronic signature or digital certificate.

13 ENTIRE AGREEMENT.

These terms and conditions, together with the online purchase form completed by You, constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous representations, agreements and other communications between the parties, both oral and written.

14 DISPUTE RESOLUTION, LAW & JURISDICTION.

14.1 In the event of any dispute arising under these terms and conditions the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed by the parties, the mediator will be appointed by CEDR. No party may commence court proceedings in respect of any dispute arising out of these terms and conditions until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

14.2 Subject to the provisions of clause 14.1 each party hereby irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any disputes of whatever nature arising out of or relating to these terms and conditions.

14.3 Notwithstanding the provisions of clause 14.1, nothing in these terms and conditions shall limit either party's right to seek injunctive relief.

14.4 These terms and conditions shall be governed by English law.

15 SURVIVAL.

The following clauses shall continue to be in effect after the termination or expiration of these terms and conditions: 6, 8.1, 9, 12 - 16 inclusive.

16 GENERAL.

If any provision of these terms and conditions is adjudged by a court of competent jurisdiction to be invalid, void, or unenforceable, the parties agree that the remaining provisions of these terms and conditions shall not be affected thereby, and that the remainder of these terms and conditions shall remain valid and enforceable. No waiver by either party of any term hereof shall constitute a waiver of any such term in any other case whether prior or subsequent thereto. No single or partial exercise of any power or right by either party shall preclude any other or further exercise thereof or the exercise of any such power or right under these terms and conditions. These terms and conditions may not be changed, modified, amended, released or discharged except by a subsequent written agreement or amendment executed by duly authorised representatives of Us and You. A person who is not a party to these terms and conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions except as explicitly provided by clauses 1.5 and 6.4 herein but this does not affect any right or remedy of a third party that exists or is available apart from the Act.