Terms and Conditions of the:
RECFIND 6 SUBSCRIPTION SOFTWARE LICENSE AGREEMENT

DEFINITIONS

LICENSE AGREEMENT means the RECFIND 6 Subscription Software License Agreement

LICENSOR shall be known as KNOWLEDGE ONE CORPORATION PTY LTD.

LICENSEE shall be known as the organization or individual accepting this agreement and making use of THE SOFTWARE and Applications owned and controlled by LICENSOR.

THE SOFTWARE is identified as one or more of the products owned and or managed by KNOWLEDGEONE CORPORATION PTY LTD, including, but not limited to the following: RECFIND 6 SERVER, RECFIND 6 SMART CLIENT, RECFIND 6 HIGH SPEED SCANNING MODULE (DocScan and RecScan), RECFIND 6 MINI API, RECFIND 6 GEM, RECFIND 6 RECAPTURE, RECFIND 6 BUTTON, RECFIND 6 SHAREPOINT INTEGRATION MODULE, RECFIND 6 WEB CLIENT, RECFIND 6 WEB SERVICES SDK, RECFIND 6 DRM, RECFIND 6 XCHANGE, UXCHANGE, RECFIND 6 EDOCARCHIVE and any and all updates, variations, or configurations of THE SOFTWARE.

MONTHLY SUBSCRIPTION means the monthly fee, excluding any taxes or duty charges, payable by the LICENSEE in accordance with the fee schedule set out on the website of LICENSOR, which may be amended and revised from time to time by LICENSOR upon notice to LICENSEE.

TERMS AND CONDITIONS

1.   PROPRIETARY PROPERTY OF THE LICENSOR

The Software is the proprietary property of the KNOWLEDGEONE CORPORATION PTY LTD., (LICENSOR). It is not public domain software.   The LICENSOR is the owner of the copyright and all other intellectual and property rights in respect of the Software. The Software is supplied to you (the LICENSEE) on the following terms and conditions, and you should not proceed with the use of the Software if you do not accept these terms and conditions. By using THE SOFTWARE, you will be accepting the following terms and conditions of the License Agreement.

2.   SOFTWARE LICENSE TO USE

THE SOFTWARE is provided on a monthly Subscription basis. LICENSEE shall continue to have reasonable access to the Software if LICENCEE'S monthly Subscription account is paid and current. LICENSEE'S agreed number of users are allowed access to THE SOFTWARE via the designated RECFIND 6 WEB CLIENT twenty-four hours a day, seven days a week unless scheduled or unscheduled maintenance is taking place. LICENSOR shall make reasonable efforts to advise LICENSEE of any scheduled maintenance and will make reasonable efforts to resolve any unscheduled maintenance interruptions as quickly as is practicable.

3.   COPYRIGHT

Copyright Knowledgeone Corporation, 2022, all rights reserved.   Any use of materials, including reproduction, modification, distribution or republication, without the prior written consent of Knowledgeone Corporation, is strictly prohibited. Apart from fair dealings for the purposes of private study, research, criticism or review, as permitted under the Copyright Act, no part of these materials may be reproduced by any process without written permission. Enquiries should be directed to the LICENSOR, Knowledgeone Corporation (support@knowledgeonecorp.com).

The LICENSEE shall take all reasonable steps to protect the LICENSOR'S copyright and the LICENSEE will indemnify the LICENSOR against any loss suffered by the LICENSOR in consequence of any breach of this covenant by the LICENSEE or any servant, agent, employee, contractor, sub-contractor or Sub-LICENSEE of the LICENSEE.

The provisions of this agreement relating to the LICENSOR'S copyright shall survive the termination of this agreement and the LICENSEE shall, after termination, continue to observe those provisions. The LICENSEE shall not do anything to hold out that it is the owner of such copyright.

4.   BACKUP COPY OF LICENSEE DATA

LICENSOR intends to take nightly and weekly backups of LICENSEE data where practicable. In the event of a system failure LICENSOR will make reasonable efforts to restore the most current data available and to minimize the time that the Software is unavailable.   The LICENSOR accepts no responsibility and LICENSEE recognizes that LICENSOR shall have no liability for lost data.

5.   OWNERSHIP OF DATA

The LICENSEE has ownership rights to all data entered into the Software by LICENSEE. The LICENSOR makes no claims to ownership of LICENSEE data, and all data entered by the LICENSEE is the property of the LICENSEE. In the event of a cancelled Subscription all LICENSEE data will be returned to the LICENSEE once all outstanding subscription payments have been made by the LICENSEE to the LICENSOR. Copies of LICENSEE data may be provided to the LICENSEE upon request at any time, if all subscription payments are up to date, after the payment of a data return fee of $100.00. Unless agreed otherwise between the LICENSOR and LICENSEE, data will be returned in SQL Server 2019 backup format.

6.   NUMBER OF USERS

LICENSEE may increase its users at any time by giving the LICENSOR two (2) days' notice and accepting the increased monthly subscription cost.

7.   STORAGE ALLOCATION

The initial storage allocation for up to 10 concurrent users is 30GB (thirty Gigabytes), for up 30 concurrent users it is 60GB and for up to 60 and greater concurrent users it is 100GB. If the LICENSEE exceeds the initial allocation, the LICENSOR will add a specified amount to the next monthly subscription. An additional fee for exceeding the initial storage will be charged per 10GB with a minimum extra allocation of storage set at 10GB. This fee will depend upon the charges by IBM at the time. The incremental steps for storage allocation are therefore in 10GB increments.

8.   UNAUTHORIZED OR IMPROPER ACCESS

It is the LICENSEE'S responsibility to ensure that all its users accessing THE SOFTWARE do so in an entirely proper, legal and professional manner. Improper access includes any activity by the LICENSEE that causes unduly high CPU activity and unreasonably high bandwidth consumption.   Any attempt to access and utilize the Software in any other than an entirely proper, legal and professional manner will void LICENSEE'S Subscription and immediately cancel all access by LICENSEE'S users. In the case of

any unauthorized or improper access, LICENSEE'S Subscription will be cancelled and no refunds of any type or nature, regardless of period within which such cancellation occurs, will be due or payable.

9. WARRANTY

Under the terms of this warranty LICENSEE shall have access to the LICENSOR'S fault answering and correction service via fax, Internet form and email and shall also have automatic access to any upgrade copy of the Software released during the LICENSEE'S Subscription term which has been fully paid. Except for the warranties expressed in this License and the conditions and warranties implied by the Trade Practices Act of 1974 and equivalent State legislation, the LICENSOR makes no other warranties whether express or implied as to any matter whatsoever. All warranties, terms and conditions which are implied by any law are to the fullest extent possible hereby expressly excluded. In the event that the LICENSOR may be liable for any breach of any warranty its liability shall, to the extent legally permissible, be limited solely to the correction of any faults in the goods as determined by the LICENSOR in its sole and absolute discretion.

10. NOTICE TO CHANGE FEES, TERMS, AND/OR CONDITIONS.

The LICENSOR reserves the right to modify fees and terms and conditions as required based upon the LICENSOR'S sole and absolute discretion over time. The LICENSOR, however, will not modify fees or terms and conditions within the first twelve (12) months of any agreement with the LICENSEE. The LICENSOR will provide the LICENSEE with three (3) months' notice of any modifications to fees, terms and/or conditions with the exception to hosting fees quoted for IBM Cloud where the fees may change on a monthly basis; based on our agreement with IBM Cloud. In the case of IBM Cloud hosting fees, we will do our best to advise you as soon as possible of any fee changes made by IBM Cloud.

11. LIMITATION OF LIABILITY

Under no circumstance will LICENSOR, its owners, employees, affiliates, agents, partners, or other interested entities affiliated with LICENSOR, be held responsible for any losses or damages, whether direct, indirect, incidental, special, punitive or consequential, including personal injury or death, regardless of the legal/equitable theory asserted, or for third party claims, resulting directly or indirectly from, or in connection with, any actions or inaction of LICENSOR relating to the services under this agreement. Any liability or obligation of LICENSOR, if such liability or responsibility shall be found to arise out of the negligence or intentional misconduct of LICENSOR, shall be limited to a refund of the access fee paid by LICENSEE over the prior six (6) months. The liability of LICENSOR is limited to the amount stated herein, and in no event, shall LICENSOR be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages or any other damages of any kind or nature. It is expressly agreed the remedy expressed herein is the LICENSEE'S exclusive remedy. The limitations herein shall apply even if any other remedies fail their essential purpose. As some jurisdictions do not allow exclusion or limitation of incidental or consequential damages, liability in such jurisdictions shall be limited to the extent permitted by law.

If LICENSEE is not satisfied with the Service, LICENSEE'S sole and exclusive remedy is to terminate the license agreement herein in accordance with Section 12 below.

12. TERMINATION

The initial period of this agreement is twelve (12) calendar months from LICENSEE'S acceptance of this RecFind 6 Subscription Software License Agreement. Thereafter, the agreement will continue on a monthly basis as long as LICENSEE'S Monthly Subscription is paid up and current. LICENSEE may cancel this agreement at any time after the expiration of the initial period of twelve calendar months by giving thirty days' written notice of LICENSEE'S intention to cancel.

13. JURISDICTION AND VENUE

a) For customers located in North or South America:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California (without reference to its law of conflict of laws), and the parties hereto, shall be governed by the laws of the State of California and the parties hereto agree to submit to the jurisdiction of the Courts of the State of California, and that the venue for the hearing of any dispute between the parties hereto shall be a Court of competent jurisdiction in San Diego, California, The United States of America.

b) For customers located in geographic locations other than North and South America:

This agreement and all relations between the parties hereto, shall be governed by the law of the State of New South Wales and the parties hereto agree to submit to the jurisdiction of the Courts of the State of New South Wales, and that the venue for the hearing of any dispute between the parties hereto shall be a Court of competent jurisdiction in Sydney, New South Wales, Australia.

14. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, (i) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision and (ii) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect.

15. BINDING ARBITRATION.

a) Any controversy or claim arising out of, or relating to, this agreement, or the making, performance, or interpretation of it, for customers located in North or South America shall be settled by binding arbitration to be conducted at the National Conflict Resolution Center located in San Diego, California. For purposes of this agreement, venue shall be within the County of San Diego, State of California. For purposes of the arbitration proceeding, the rules under the California Code of Civil Procedure and the California Rules of Evidence will prevail. Judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

b) Any controversy or claim arising out of, or relating to, this agreement, or the making, performance, or interpretation of it, for customers' geographic locations other than North and South America shall be settled by binding arbitration to be conducted under the Australian Arbitration Act. For purposes of this agreement, venue for the seat of arbitration shall be within the City of Sydney, New South Wales, Australia. For purposes of the arbitration proceeding, the rules under the Australian Arbitration Act will prevail. Judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

16. ADDITIONAL CONDITIONS APPLYING TO RECFIND 6 SYSTEMS HOSTED AT IBM CLOUD

a) All RecFind 6 Cloud systems will be hosted at an IBM Cloud data center.

b) All RecFind 6 Cloud systems will be upgraded to the latest version of RecFind 6 and thereafter maintained at the latest version by Knowledgeone Corporation.

c) All RecFind 6 systems will utilize the version of Windows Server and SQL Server selected by Knowledgeone Corporation and will be upgraded as and when deemed appropriate by Knowledgeone Corporation.

d) Knowledgeone Corporation will take daily full backups of the RecFind 6 database and be responsible for restoring backups when required.

e) Knowledgeone Corporation will take weekly backups of the RecFind 6 database and maintain a cycle of four (4) weekly backups.

f) Knowledgeone Corporation will provide an initial allocation of twelve (12) hours of online support per year for the purpose of making client requested changes via the DRM and Xchange. The client may purchase additional hours if required. Initial hours and purchased hours will lapse after twelve (12) months of the purchase date if not utilized.

g) The single monthly subscription includes both software and Automatic Software Upgrade (ASU) fees.

h) The customer may not request a deduction of the user licenses during the initial twelve-month subscription period.

i) The failure of the customer to pay the monthly subscription fee will result in the loss of the right to use the RecFind 6 software and access to the customer's data contained within the RecFind 6 database; the RecFind 6 software and hosting service will stop working when due subscription fees are 15-days in arrears.

j) A price variation may be applied if the subscription is cancelled within the initial 12 months or payment is not forthcoming.