



It's *EASY*

EASY Emailing solution for Dynamics
365 Finance & Operations

End User License Agreement

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Contents

INTRODUCTIONS.....	5
APPLICATION OF LICENSE AGREEMENT.....	5
EASYDOX – END USER LICENSE AGREEMENT	6
Definitions.....	6
1. General.....	7
2. Ownership.....	7
3. License and Use.....	7
3.1 License of Use	7
3.2 Production License	8
3.3 Test License	9
3.4 Standard Maintenance and Functional Support.....	9
3.5 Technical & Development Support	9
3.6 Downgrading	9
4. Warranty	10
5. Limits of Liability.....	10
6. Pre-Release and Evaluation Product Additional Terms.....	11
7. Third Party Intellectual Property Infringement	12
8. Alterations.....	13
9. Company Intellectual Property.....	13
10. Confidentiality	14
11. Termination	14
12. Assignment.....	14
13. U.S. Government End Users	15
14. Force Majeure	15
15. Notices.....	15
16. Invalidity	16
17. Third Party Rights	16
18. Law and Jurisdiction	16

INTRODUCTIONS

The below license agreement applies to the “EasyDox” product developed by Ojas Business Systems Pty Ltd, ABN 18627800024. All rights reserved.

THIS IS A LEGAL DOCUMENT -- RETAIN FOR YOUR RECORDS.

APPLICATION OF LICENSE AGREEMENT

BY INSTALLING, DOWNLOADING, COPYING OR OTHERWISE USING THE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS END USER LICENSE AGREEMENT (EULA). IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT INSTALL, DOWNLOAD, COPY OR USE THE PRODUCT.

EASYDOX – END USER LICENSE AGREEMENT

Definitions

If the following words are utilized in these End User License Agreement terms and conditions, they shall have these meanings ascribed to them respectively as follows:

“Agreement” means these End User License Agreement and it’s terms and conditions.

“Company” means Ojas Business Systems Pty Ltd, ABN 18627800024.

“Customer” means the legal entity (includes but not limited to any registered or unregistered business / public bodies / financial institutions / company / group of companies / sole traders / individuals) or it’s employees who install, download, copy or otherwise use EasyDox solution.

“Guest Operating System” means instances of third-party operating systems licensed by Customer and installed in a Virtual Machine (or otherwise emulated) or hardware system(s) hosting the Software. Virtualization technology may not be used to circumvent other licensing terms and conditions and related restrictions.

“Non-Human Devices” means any device(s) (including but not limited to: virtual PCs, build servers and unattended PCs performing automated system processes / batch jobs) that utilize the Software without interaction.

“Order” means the document to which this Agreement is appended, and which specifies the Software and type of licenses being acquired by the Customer, as applicable.

“Software” means the software product “EasyDox” that is licensed under this Agreement, including, but not limited to, any related application programming interfaces, associated media, printed materials, online or electronic documentation prepared and printed or distributed by Ojas Business Systems Pty Ltd or it’s partners.

“Server” means a single physical computer of a type that meets the specifications as set forth in the applicable product data sheets or computer hardware/Software systems compatibility guides published by the Company. Multiple computers that share processing power or operate in a networked configuration as a single logical computer, such as a "server farm" or similar arrangement, constitute multiple separate Servers for the purpose of this Agreement.

“License” is the acquisition of (and payment for) the particular non-exclusive rights to use the Software subject to this Agreement.

“Subscription License” means the Customer is renting the Software for the period and / or the purpose specified in the Order.

“Standard Maintenance and Functional Support” means the Customer is entitled to all Software updates, hotfixes and direct access to Company’s support.

“Professional services” is an intangible product that the Company sells to help a Customer manage a specific part of their business.

“Virtual Machine” means an instance of a Guest Operating System and any application programs installed thereon, running on a computer on which the Software is installed, or suspended to disk or any other storage media accessible by the computing device. Virtualization technology may not be used to circumvent other licensing terms and conditions and related restrictions.

1. General

This Agreement shall apply to the Customer's purchase of Software licenses from the Company's appointed partner or the Company itself. In the event of a conflict between this Agreement and any license agreement supplied with the Software, then this Agreement shall take precedence and shall apply to the exclusion of all oral representations and all other terms and conditions printed on any purchase order or other document(s) prepared by Customer irrespective of their date. The parties agree that they have not relied upon any other representations, terms or conditions in entering into this Agreement. This Agreement may only be added to or amended by the Company.

2. Ownership

Customer acknowledges that the Software is licensed not sold and that all copyrights, patents, trade secrets and other rights, title and interest therein in whole or in part and all copies thereof, are the sole property of the Company or its related entities or third party suppliers. Customer shall gain no right, title or interest in the Software by virtue of this Agreement other than the non-exclusive right of use granted herein. Without limiting the foregoing, Customer specifically acknowledges Company's exclusive rights to ownership in any copy, modification, translation, enhancement, adaptation, or derivation of the Software.

3. License and Use

3.1 License of Use

3.1.1 Subject to the terms and conditions contained in this Agreement and Customer's payment of applicable Software license fees, the Company hereby grants to the Customer a non-exclusive, non-transferable, without rights to sublicense, to use the Software for the purpose as set forth in the applicable documentation for the Software; and according to the license restrictions set forth at time of purchase in accordance with this Clause 3.

3.1.1.1 Customer acknowledges and agrees that it shall only use the Software licensed under this Agreement for its own benefit or for the benefit of its affiliated legal entity. The Software may only be used for the business purposes of the Customer and the Customer shall not permit access to the Software, or use of the Software for the benefit of any third party.

3.1.1.2 Should the Customer make back-up copies of their Software environments, such backup copies may not be utilized at the same time as the live Software environment and may only be used in event of a failure of the live Software environment. Where a back-up copy of the Software is installed, the original instance of the Software shall no longer be licensed for use and must be permanently deleted without delay. For the avoidance of doubt backup copies

of the Software may not be used for temporary or permanent testing, disaster recovery provision or any other purposes.

3.1.1.3 Customer will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer the Software, except only when and to the limited extent that applicable law expressly permits such activity irrespective of the limitations contained herein.

3.1.2 The Software is licensed to the Customer in accordance with the relevant Order, and with one or more of the additional license parameters specified below and reflected in the Order. A license must be purchased prior to any use of the Software.

3.2 Production License

Should the Customer require production (“Production”) license rights, then Production Software license(s) for the Software (“EasyDox” for Microsoft Dynamics 365 for Finance and Operations) must be purchased in accordance with this Clause 3.4.

3.2.1 For Microsoft Dynamics 365 for Finance and Operations: A Production License of EasyDox must be purchased for a production environment. A Production License may be used for production or test purposes.

3.3 Test License

Should the Customer require test (“Test”) license rights, then Test Software license(s) for the EasyDox must be purchased in accordance with this clause.

- 3.3.1 For Microsoft Dynamics 365 for Finance and Operations: A Test License of EasyDox must be purchased for a Test environment(s). A Test License may be used for internal testing purposes only.

3.4 Standard Maintenance and Functional Support

Only Customers with a paid and active Standard Maintenance and Functional Support or a paid and active Subscription License are entitled to all software updates and hotfixes, direct access to the Company’s support team, and may report defects and errors in the Software directly to Company, by sending a detailed report of the issue and how to reproduce it in a standard installation of the Software. Support is only provided to the then- current version of the Software.

Standard Maintenance and Support Services do not include training, specific report analysis, design, customization or development, on-site services, third-party software support or Licensee working environment procedures (testing, back-ups, hardware configuration, etc.) or operation of related software, such as databases, networks, security or operating systems. Any problem that is submitted by the Licensee and that is not covered by Maintenance and Support Services will be subject to an additional charge.

3.5 Technical & Development Support

Technical & Development Support is an additional layer of support providing Customer with:

- a) Technical installation issues.
- b) Direct access to Company’s technical and development staff.
- c) Custom solutions support related to the Company’s Software.
- d) Company’s Software API usage support.

Technical & Development Support is not included in the purchase price of licenses.

3.6 Downgrading

Customer may use an earlier version of the Software. If a defect is found in the earlier version, Company may request from the Customer to upgrade to the then-current version to solve the defect and provide support only on the then-current version. The then-current version of the Company’s Software supports all the supported Microsoft Dynamics 365 Finance and Operations versions supported by Microsoft.

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4. Warranty

4.1 The Company warrants that in accordance with this Agreement:

- 4.1.1 it has title to the Software and has the right to grant the Software licenses purchased by the Customer; and
- 4.1.2 the Software supplied materially conforms to its standard specification.

4.2 The Customer's sole and exclusive remedy in the event of breach of the above warranty is the correction of any failure reasonably determined by the Company as a failure by the Company to comply with such warranty provisions. Correction may comprise, at the Company's sole discretion, replacing, repairing or adjusting the Software without charge to the Customer or refunding any relevant portion of paid fees. All remedies for any breach of the warranty provisions are available only if such breach is reported to Company in writing within ninety (90) days of shipment of the defective Software.

5. Limits of Liability


5.1 The Company's maximum aggregate liability for any breach of its contractual obligations or any tortious act or omission shall be limited to the total amount paid by Customer for Software licenses hereunder as at the date of any related claim.

5.2 In no event shall the Company have any liability:

5.2.1 for loss of profits, goodwill or any type of special, indirect or consequential loss (including loss or damage suffered by the Customer as a result of any action brought by a third party) even if the Customer has been advised of the possibility of such loss or damage. Company's liability for direct loss or damage shall in no event exceed the amount of fees paid by the Customer under this Agreement, and if such loss or damage result from the Customer's use of the Software or services, such liability shall be limited to fees paid for the relevant Software or services giving rise to the liability. The provisions of this Agreement allocate the risks between Company and the Customer. Company's pricing reflects this allocation of risk and the limitation of liability specified herein;

5.2.1.1 (including breach of warranty) which arises as a result of the misuse of the Software supplied hereunder, or use thereof in combination with any equipment and/or software not approved by the Company or as a result of any defect or error in any equipment and/or software not supplied by the Company;

5.2.1.2 for any illegal or unauthorized access to or release of any Customer data from any device whatsoever connecting to the Software, including, but not limited to, any access or

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release of such data arising from the accessing of any Customer login credentials and/or login to Customer account(s) by malware, viruses, or worms, for malicious or criminal activities including, but not limited to, fraudulent payments or fraudulent funds transfer.

5.3 Except as expressly provided in this Agreement all warranties, conditions, representations, indemnities and guarantees, whether express or implied, arising by law, custom, oral or written statements of the Company or its third party licensors or otherwise (including, without limitation, any warranties of merchantability, fitness for particular purpose, or of error-free and uninterrupted use) are hereby superseded, excluded and disclaimed to the fullest extent permitted by law.

6. Pre-Release and Evaluation Product Additional Terms.

If the product you have received with this license is pre-commercial release or beta Software (“Pre-release Software”), then this Section applies. In addition, this section applies to all evaluation and/or demonstration / trial copies of the Software (“Evaluation Software”) and continues in effect until you purchase a license. To the extent that any provision in this section is in conflict with any other term or condition in this Agreement, this section shall supersede such other term(s) and condition(s) with respect to the Pre-release, trial and/or Evaluation Software, but only to the extent necessary to resolve the conflict.

You acknowledge that the Pre-release Software is a pre- release version, does not represent final product from the Company, and may contain bugs, errors and other problems that could cause system or other failures and data loss. Consequently, the pre-release, trial and/or evaluation software is provided to you “as-is” with no warranties for use or performance, and the Company disclaims any warranty or liability obligations to you of any kind, whether express or implied.

Where legally liability cannot be excluded for pre-release and/or evaluation software, but it may be limited, the Company’s liability and that of its suppliers shall be limited to the sum of fifty dollars (AUD \$50) in total.

If the Evaluation Software has a time-out feature, then the software will cease operation after the conclusion of the designated evaluation period. Upon such expiration date, your license will expire unless otherwise extended.

Access to any files / templates created with the Evaluation Software is entirely at your risk.

You acknowledge that the Company has not promised or guaranteed to you that Pre-release Software will be announced or made available to anyone in the future, that the Company has no express or implied obligation to you to announce or introduce the Pre-release Software, and that the Company may not introduce a product similar to or compatible with the Pre-release Software.

Accordingly, you acknowledge that any research or development that you perform regarding the Pre- release Software or any product associated with the Pre-release Software is done entirely at

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your own risk.


During the term of this Agreement, if requested by the Company, you will provide feedback to the Company regarding testing and use of the Pre-release Software, including error or bug reports. If you have been provided the Pre-release Software pursuant to a separate written agreement, your use of the Software is governed by such agreement.

You may not sublicense, lease, loan, rent, distribute or otherwise transfer the Pre-release Software. Upon receipt of a later unreleased version of the Pre-release Software or release by the Company of a publicly released commercial version of the Software, whether as a stand-alone product or as part of a larger product.

You agree to return or destroy all earlier Pre-release Software received from the Company and to abide by the terms of the license agreement for any such later versions of the Pre-release Software.

7. Third Party Intellectual Property Infringement

- 7.1 Company agrees to defend, at its expense, any suit against Customer based upon a claim that any Software licensed to Customer under this Agreement infringes any intellectual property right including patent or copyright, and to pay any settlement, or any damages finally awarded in any such suit.
- 7.2 Company's obligations under this Clause 7 shall not be effective unless Customer notifies Company in writing of any claim or threatened or actual suit within ten (10) days of knowledge thereof and Customer gives full control of the defence and settlement, along with Customer's full co-operation, to Company.
- 7.3 Company may, at its own expense: (i) procure for Customer the right to continue to use the licensed Software; (ii) make the licensed Software non-infringing; or (iii) terminate the Software licenses and refund the applicable license fee received from Customer.
- 7.4 Company shall have no liability for any claim based on: (i) Customer's continued use after written notification, of a non-current release of the applicable licensed Software so long as a current release was made available to Customer without additional charge; (ii) Customer's use of the licensed Software other than in accordance with the rights granted under this Agreement; (iii) Customer's combination of the licensed Software with any other equipment or software not provided by Company, where such infringement would not have occurred but for such combination; or (iv) intellectual property rights owned by Customer or any of its affiliates.
- 7.5 This Clause 7 states Customer's sole remedy and Company's exclusive liability in the event that Customer's use of any Software provided under this Agreement infringes on the

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intellectual property rights of any third party.



7.6 The indemnity provisions of this Clause 7 specifically do not apply to third party software (e.g. software which may be provided to the Customer by the Company wherein the Company is operating as a distributor for the third-party licensor). Company’s sole obligation in the event that Customer’s use of third party software infringes on the intellectual property rights of any third party is to provide reasonable cooperation to the Customer, as necessary, for the Customer to benefit from any intellectual property indemnity that may be provided by the third party licensing such software to Customer.

8. Alterations

The Customer hereby undertakes not to alter or modify the whole or any part of any Software supplied nor, without the prior written consent of the Company, to permit the whole or any part of the Software supplied hereunder to be combined with or become incorporated in any other software, except in Customer’s Microsoft Dynamics 365 Finance and Operations.

9. Company Intellectual Property

Customer acknowledges that the information contained in the Software is confidential and contains trade secrets and proprietary data belonging to the Company (or its third party licensors), and that the presence of copyright notices on the medium containing the Software does not constitute publication or otherwise impair the confidential nature thereof. Customer shall implement all reasonable measures necessary to safeguard the Company’s (and its third party licensors) ownership of, and the confidentiality of the Software, including, without limitation: (a) allowing its employees, agents and third parties access to the Software only to the extent necessary to permit the performance of their ordinary services to the Customer and to require, as a condition to such access, that such persons comply with the provisions of this Clause 9; (b) cooperating with the Company (and its third party licensors, if appropriate) in the enforcement of such compliance by Customer’s employees, agents and third parties; (c) prohibiting the removal or alteration of any copyright or confidentiality labels or notices contained in the Software; (d) prohibiting the copying of the Software except as permitted pursuant to this Agreement; and (e) not disclosing the Software to any third party other than to the limited extent permitted under this Agreement. Customer acknowledges that use or disclosure of the Software in violation of this Agreement may cause irreparable harm to the Company (and/or its third-party licensors). Customer acknowledges that no remedy available in law may be sufficient in the event of a material breach of this Agreement by the Customer, its agents, employees, sub-contractors or third parties in respect of the confidentiality of the Company’s intellectual property.

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10. Confidentiality

Each party shall treat as confidential information all information (including Software) obtained from the other pursuant to the contract between them and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent provided that this shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Order (and not subject to any confidentiality undertakings), which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach) or which is trivial or obvious. Each party shall ensure that its employees are aware of and comply with the provisions of this condition and ensure that it is observed and performed by them.

11. Termination

11.1 Either party may terminate this Agreement if:

(i) the other party commits any material breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 7 days after the receipt of a request in writing so to do; or

(ii) the other party has an interim or bankruptcy order made against it or enters into or becomes subject to a scheme, composition or voluntary arrangement with its creditors or becomes subject to a winding-up, dissolution, administration or receivership proceedings.

11.2 The Company may further without prejudice to its other rights, stop Equipment and/or Software in transit, suspend the performance of Professional Services or further deliveries of Equipment and/or Software, and/or terminate the Agreement and any licenses granted to Customer forthwith on giving notice in writing to the Customer if Customer fails to pay any invoice in accordance with the foregoing payment terms.

11.3 Upon termination of any Software license, irrespective of cause, the Customer shall return forthwith all copies of the Software subject to the terminated license without any rights of refund, unless such termination is made by the Company in accordance with the provisions of Clause 7.3.

12. Assignment

The Customer shall not be entitled to assign, sub-license or otherwise transfer the rights and obligations granted hereunder, whether in whole or in part unless otherwise agreed in writing by a duly authorized representative of the Company.

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13. U.S. Government End Users

The Product Software is a “commercial item,” as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Product Software is provided to U.S. Government End Users only as a commercial end item and with only those rights as are granted to all other customers pursuant to the terms and conditions herein.

14. Force Majeure

Neither Party shall be responsible for any delay nor failure in performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to: an act of God; an act of war; civil unrest, terrorism, riot, epidemic/pandemic; fire, explosion or accidental damage; extreme weather conditions (to include but not limited to: flood, storm, or other disaster); an act of government; industrial action or lockouts; and failure of the world wide web. In the event of such a Force Majeure event, the time for performance or cure shall be extended for a period equal to the greater of the duration of the Force Majeure or three (3) months. The party claiming to be prevented, hindered or delayed in the performance of any of its obligations under the Agreement by reason of a Force Majeure event shall use all reasonable commercial endeavors to mitigate against the effects and consequences of the Force Majeure event. The affected party shall resume performance of its obligations under the Agreement immediately upon the end of the Force Majeure event. Where no performance or cure is possible after the three month period has elapsed, and in the reasonable view of the parties will not be forthcoming or possible within a further one (1) month from that date, the party not affected by the Force Majeure event may decide to terminate the Agreement on service of written notice upon the party so prevented, hindered or delayed, in which case no party shall have any liability or obligation to the other under the Agreement other than the payment of monies due.

15. Notices

Any notice or other communication to be given under this Agreement must be in writing and may be delivered or sent by pre-paid first-class letter post to the Company at its registered address or through email from an authorised officer of the customer.

Any notice or document shall be deemed served: if delivered electronically by e-mail at the time of delivery; if posted, 48 hours after posting.

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16. Invalidity

The invalidity, illegibility or unenforceability of any provision shall not affect any other part of this Agreement.

17. Third Party Rights

A person who is not a party to this Agreement shall have no to enforce any term of this Agreement. This condition does not affect any right or remedy of any person which exists or is available otherwise pursuant to the Act.

18. Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Victoria, Australia.

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