

## On Premise Terms

These On-Premise Terms form part of the Contract. In the event of any inconsistency or conflict between these On-Premise Terms and any other terms of the Contract, these On-Premise Terms shall prevail.

- "Annotate Service" means the provision by Annotate of any services related to the use of the Annotate Software by Customer.
  - "Software" means the document collaboration software application provided to Customer by Annotate.
  - " Effective Date " means the date on which the Customer accepts and sign the Order Form provided by Annotate.
1. Customer's licence to use the Software shall be effective from the Effective Date and shall remain in effect for the duration of the Contract as specified on the Order Form. The Customer's licence to use the Software shall end on expiry or termination of the Contract. Whether or not stated as being subject to Annotate's acceptance in the Order Form, Annotate reserves the right to reject any order that the Customer may place before delivery of the Software that is the subject of the Order Form.
  2. Customer's licence is limited to the use of the Software by the Customer solely for its own business purposes and to procure the Annotate Services.
  3. Annotate will provide Customer with the code and/or install files along with necessary documentation to install and access the Annotate Software locally, within the Customer's environment. Customer is responsible for providing the hardware and software requirements as recommended by Annotate and will be responsible for the installation of all the components necessary to run the Annotate Software in its local environment.
  4. Each Authorised User will be issued with a link to register their username and password to enable them to access and use the Annotate Software.
  5. On first login each Authorised User may be required to read and accept the terms of the End User Licence Agreement before being able to fully access and use the Annotate Software. Annotate may amend (without materially changing Customer's rights under Contract) the terms of the End User Licence Agreement from time to time and will notify End Users of any change on the next login to the Annotate Service. End Users will be required to accept the amended terms of the End User Licence Agreement before being able to fully access and continue to use the Annotate Software.
  6. Customer shall implement all necessary controls to ensure it does not exceed the number of Permitted Designated Servers or maximum number of Permitted Authorised Users. Annotate reserves the right to audit Customer's use of the Services with reasonable notice (to be determined by Annotate) to periodically verify numbers of servers being used by the Customer and the number of users. Customer's licence under the Contract is limited to the number of Permitted Designated Servers and maximum number of Permitted Authorised Users, any contravention of this constitutes a material breach under the Contract.
  7. In the event the actual number of servers exceeds the number of Permitted Designated Servers, the Customer shall promptly provide Annotate with written notice and pay to Annotate the fees demanded by Annotate to licence such additional server(s).
  8. In the event the actual number of users exceeds the maximum number of Permitted Authorised Users, the Customer shall promptly provide Annotate with written notice and pay to Annotate the fees demanded by Annotate to secure access rights for such unauthorised users in accordance with the terms of the Contract.
  9. The Customer's licence prohibits the use or deployment of the Software on any server in excess of the number of Permitted Designated Servers specified in the applicable Order Form.
  10. The Customer shall under no circumstances sublicense, disclose, market, rent, lease, or offer remote computing services, networking, batch processing or transfer of, the Software to any third party, or permit any person or entity to have access to the Software by means of a time-sharing agreement.
  11. Customer agrees that it will not and shall ensure that its users (Authorised or otherwise) will not:

- (a) attempt to disassemble, decompile or reverse engineer (save to the extent such right may not be excluded under applicable law), translate, modify, lease, rent, loan, redistribute, sub-lease, sublicense, resell or create derivative works from any aspect of the Annotate Service and Annotate Software;
  - (b) access or use the Annotate Software to perform any unlawful activity or to store or transmit or otherwise use any illegal Content;
  - (c) introduce any Virus into the Annotate Software or Annotate's systems;
  - (d) provide or otherwise make available the Annotate Software to any person other than Authorised Users agreed by Annotate;
  - (e) access or use the Annotate Software for any unlawful purpose in an unlawful manner, or in violation of any applicable laws, licence or third-party rights; or
  - (f) access or use the Annotate Software in any way that interrupts, damages, impairs the functionality of, or that renders the Annotate Software less efficient.
12. Annotate warrants to Customer only that:
- (a) it will perform professional services (if any) under this Agreement with reasonable care and skill; and
  - (b) the Annotate Software will perform materially in accordance with its then-current published specifications.
  - (c) EXCEPT AS EXPRESSLY SET FORTH IN THIS CLAUSE 2.22, ANNOTATE DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND REPRESENTATIONS OF EVERY KIND OR DESCRIPTION, WHETHER IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, TO THE EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR THAT DATA OR CONTENT WILL NOT BE LOST OR COMPROMISED.
13. Customer warrants that it has obtained and shall maintain all necessary licences, consents and permissions necessary to perform its obligations under this Agreement, where applicable (including without limitation all necessary licences, consents and permissions necessary for the Content to be stored, accessed, shared, amended and annotated using the Annotate Software).
14. Customer undertakes that it shall supervise and control access and use of the Annotate Software by End Users in accordance with the terms of this Agreement.
15. Customer shall be responsible for all Content and for how Customer and its Users use any such Content.
16. As between Annotate and Customer, all Intellectual Property Rights in and to each of the Annotate Service and the Annotate Software belong to Annotate or its licensors and, other than the limited licence set forth in the Contract and these On-Premise Terms, Customer shall not acquire any right or interest in or title to any part of the Annotate Service and Annotate Software.