

PLUTEXT ENTERPRISE LICENSE AGREEMENT

By running/using the Software, you agree to the terms and conditions of this Agreement on behalf of your organization. Further references to "You" mean your organization. If you do not agree to this Agreement, you must immediately delete all copies of the Software in your possession.

The Software requires a compatible version of docx4j and its dependencies in order to function.

Definitions

"AI System" means any artificial intelligence or machine learning system, model, tool or service, including any large language model, code assistant, code completion or code generation tool, chatbot or autonomous agent, whether operated by You or by a third party, and whether accessed through an application, a plug-in, an extension, an application programming interface or an interface of any other kind.

"Approved Source" is Plutext or a distributor or reseller authorized by Plutext to distribute Software in the territory in which You are located.

Where you have a Proof of Entitlement, **"Customer"** or **"You"** means the legal entity that (A) is the original end user purchaser of a license to the Software from an Approved Source, and (B) is identified as "Customer" or "End User" in that Proof of Entitlement. For trial users, "Customer" or "You" means the organization on whose behalf the Software is installed or used.

"License Metrics" include the following:

- **Core** - the number of Cores available for any instance of Software to operate on, where "Core" means an individual processing unit that is embedded in a computer processor. A processor may contain multiple Cores.
In a virtualized data processing environment, where hyper-threading, "virtual machine" technology or other similar techniques create "virtual processors" which do not necessarily correspond to the physical Cores present on the server, Your usage rights depend on the relationship between the number of Cores for which You are licensed, the number of physical Cores present on the host server, and the number of processors available to the Software in the virtualized environment, as follows:
 - if the number of Cores for which You are licensed equals or exceeds the number of physical Cores present on the host server, then additional virtual processors created by hyper-threading or other methods of multi-tasking a physical Core do not violate Your licensing restriction.
 - However, if You wish to install the Software on a host server having a greater number of physical Cores present than the number of Cores for which You are licensed, You must ensure the Software accesses a maximum number of processors (whether virtual, physical or both) that is less than or equal to the number

of Cores for which You are licensed (for example, by installing it in a "guest" virtual machine, or by an enforced processor affinity setting).

- **Server** – a physical computer, or a virtual machine or an instance in a cloud computing environment (for example, Amazon EC2) on which the software is installed

"Proof of Entitlement" is a fully paid Plutext invoice or other Plutext-issued confirmation of Plutext's grant to You of a license. The Proof of Entitlement must identify You, the Software licensed, any applicable License Metric and, if applicable, the number of units of that License Metric that You purchased.

"Software" means the Plutext software, as identified in Your Proof of Entitlement (if any). Except where the context otherwise requires, Software includes any Update of that Software that You rightfully receive under this Agreement or a contract for support services.

"Update" means software that is an upgrade, bug fix, patch or other revision of Software licensed hereunder that Plutext makes generally available free of incremental charge to customers entitled to support for the Software.

Ownership.

Plutext and Plutext's licensors, respectively, retain exclusive ownership of all right, title, and interest of all intellectual property in and to the Software. Nothing in this Agreement constitutes a sale or other transfer or conveyance of any right, title, or interest in the Software.

Term of License

Subscriptions. If Your license is a Subscription, then the term of the Subscription shall be 12 months unless Your Proof of Entitlement states otherwise. You may, however, renew or reinstate Your Subscription. Renewals are subject to terms of Plutext's then-current policies and procedures.

Perpetual Licenses. If You have a valid Proof of Entitlement that states that Your license is "Perpetual," then, except as stated below, Your license is perpetual, subject only to termination for nonpayment of license fees or other breach of this Agreement.

If You have no Proof of Entitlement or if Your Proof of Entitlement fails to state a license term, then the term of Your license shall be 90 days from date that You first received the Software, whether via download or otherwise.

License fees; Taxes.

Fees. Unless otherwise specified in a separate written agreement between You and Plutext, license fees are due and payable in advance upon issue of invoice by Approved Source.

Taxes. All prices and fees payable in respect of any license to Software are exclusive of tax. You shall be responsible for paying taxes arising from the licensing or delivery of Software and any services under this Agreement. All payments that You make shall be net of any applicable withholding tax.

License File

The Software is supplied as a single build for all customers. Your entitlement is evidenced by a license file which Plutext issues to You, and which the Software verifies when it runs. Plutext may issue a replacement license file on renewal, on any change to Your entitlement, or on request.

You must install the license file issued to You, in accordance with the instructions provided with the Software. Where no valid license file is installed, or the installed license file does not cover the Software You are using, the Software may cease to operate, may throw an exception, and/or may add a notice to the documents it generates.

You must not:

- modify, disable, circumvent or otherwise interfere with the license verification performed by the Software, or with any key or other material it uses;
- remove, suppress, obscure or alter any notice which the Software adds to the documents it generates;
- disclose, publish, share or otherwise make available to any other person a license file issued to You; or
- use a license file which was not issued to You.

A license file is issued to You alone, and identifies You. Its disclosure is a breach of this Agreement whether or not the recipient makes use of it.

For the avoidance of doubt, this section applies whether or not You have been provided with the Plutext Source Code, and notwithstanding any technical ability to modify the Software which possession of the Plutext Source Code may confer.

Permitted Uses

You may:

- Run the Software, subject always to any License Metric limitations in Your Proof of Entitlement.
- Read the Plutext Source Code (if we have provided it to You), and create Derivative Works based on the Plutext Source Code as provided below. A Derivative Work is considered Software for the purposes of this Agreement, so Your use of it is subject always to any License Metric limitations in Your Proof of Entitlement.
- Create a DLL from the Software (for example via IKVM), in which case the DLL is considered Software for the purposes of this Agreement, so Your use of it is subject always to any License Metric limitations in Your Proof of Entitlement.

Prohibitions

You **must not**:

- Use, copy, distribute or transfer the Software except as provided for in this Agreement.
- Exceed any License Metric limitations in Your Proof of Entitlement.
- de-compile or disassemble the Software.
- Remove the license header from any Plutext Source Code.
- Place or publish the Plutext Source Code on any machine where it is available to or accessible by any person who does not have

a need to access it for the purposes of making use of the Software as contemplated by this Agreement.

- Disclose the Plutext Source Code, or any part of it, to any AI System, except as expressly permitted by the clause headed "AI Systems" below.
- Use the Plutext Source Code, or permit it to be used, to train, fine-tune, evaluate, benchmark or otherwise develop or improve any AI System.
- Create a product that competes with the Software.
- Transfer Your license to the Software or assign this License Agreement to another party.
- Modify, disable or circumvent the license verification performed by the Software, or remove or suppress any notice which the Software adds to the documents it generates (see the clause headed "License File").
- Disclose or share a license file issued to You, or use a license file which was not issued to You.

Plutext Source Code

Plutext Source Code means all materials corresponding to the Software in source form, whatever their file name or extension, including the source files, resources, templates, images, keys, build files and configuration provided with them.

The Plutext Source Code is available to holders of a Proof of Entitlement on payment of the applicable fee.

In this Agreement, the Software includes all and any Plutext Source Code.

If You compile the Plutext Source Code, use of the resulting Software is subject always to any License Metric limitations in Your Proof of Entitlement.

"**Derivative Work**" shall mean any work, whether in source or object form, that is based on (or derived from) the Software and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship.

For the purposes of this Agreement, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Software and Derivative Works thereof.

In consideration of this Agreement, You assign to Plutext all rights, title and interest in and to all Derivative Works, including all copyrights subsisting therein, and agree to execute at Your own cost any further documents which may be necessary to give effect to this assignment.

Any such Derivative Works shall be considered Plutext Source Code for the purposes of this Agreement. Accordingly, use of Derivative Work is subject always to any License Metric limitations in Your Proof of Entitlement.

If/when You create a Derivative Work, You agree to send Plutext a copy of the Derivative Work's source code as soon as practicable.

You acknowledge that the Plutext Source Code is confidential. You agree to ensure it remains confidential. For example:

- under no circumstances may any portion of the Plutext Source Code be distributed, disclosed or otherwise made available to any third party without the express written consent of Plutext.

- under no circumstances can You put the Plutext Source Code or any part of it on the Internet, or on an internal network (without also restricting access to those who have a need to access it for the purposes of this Agreement).
- under no circumstances may You submit the Plutext Source Code or any part of it to an AI System, except on the conditions set out in the clause headed "AI Systems" below. Disclosure to an AI System, or to the operator of an AI System, is a disclosure to a third party for the purposes of this Agreement.

AI Systems. You must not make the Plutext Source Code, or any part of it, available to any AI System unless all of the following conditions are satisfied:

- (a) the operator of the AI System is bound by written terms which prohibit it from using the Plutext Source Code to train, fine-tune or otherwise develop or improve any model, and which require it to retain the Plutext Source Code only for so long as is necessary to return a response to You;
- (b) the Plutext Source Code is not added to any index, embedding, vector store, cache or other persistent store which is accessible to any person other than those within Your organization who have a need to access the Plutext Source Code for the purposes of this Agreement; and
- (c) You remain responsible for the acts and omissions of the operator of the AI System as if they were Your own.

Where an AI System is embedded in, or available as an extension to, a development tool (for example an integrated development environment, code editor, code review tool, build system or source code hosting service), You must configure that tool to exclude the Plutext Source Code unless the conditions above are satisfied. A setting which merely requests that data not be retained is not sufficient where a contractual commitment to that effect is not also in place.

You must not use the Plutext Source Code to train, fine-tune, evaluate or benchmark any AI System, whether or not the resulting model, weights or outputs are made available to any third party.

Any output of an AI System which reproduces, or is derived from, the Plutext Source Code is a Derivative Work for the purposes of this Agreement.

You acknowledge that disclosure of the Plutext Source Code to an AI System may be irreversible, in that the Plutext Source Code may be retained within, or reproduced by, that system indefinitely and beyond Your control.

You acknowledge and agree that any disclosure of Plutext Source Code shall be considered a material breach of this Agreement resulting in irreparable harm to Plutext, for which Plutext may seek a temporary or permanent injunction, in addition to all related damages.

Support

You are entitled to:

- any updates Plutext makes to the Software, at no additional cost; and
- raise support incidents by email (corresponding to the number of support incidents You have purchased).

Unless specified otherwise, these support entitlements expire twelve months after the date the license was purchased. For a perpetual licensee, support and maintenance after that period would be pursuant to a separate Commercial Support Agreement.

If Your Software is licensed under a Subscription, then You have these support entitlements during the term of the Subscription.

We can generally only provide support where You are able to furnish a test case (code and sample documents) exhibiting the problem.

We may not be able to provide support:

- if You have modified the Software, or
- where the issue relates to integration in a production environment (eg with Your app server)

Following the release of an update to the Software, support may be limited to this newer release. An update to the Software may require an updated version of docx4j.

Redistribution

You must not distribute Plutext Source Code (or portions or modifications thereof) under any circumstances.

You may distribute the class files (or an IKVM'd DLL):

- to Your customers, if Your Proof of Entitlement includes "Distribution Rights"; or
- to a single customer, if You have been doing development for that customer and obtained the Proof of Entitlement on their behalf,

so that Your software works. In either case:

- Your software must add significant primary functionality to the Software;
- You must require recipients to agree to terms that protect the Software (and any Third Party Software) at least as much as this Agreement;
- You must agree to indemnify, defend, and hold harmless Plutext from any claims, including attorneys' fees, related to the distribution or use of Your software.

You must not:

- Grant or purport to grant a third party a right to redistribute or sub-license the Software in any form.
- Use Plutext's trademarks in a way that suggests Your software comes from or is endorsed by Plutext.

For the avoidance of doubt, under no circumstances may You put the Software or any part of it on the Internet, such that it may be obtained by third parties, unless Your Proof of Entitlement includes "Distribution Rights". If Your Proof of Entitlement includes "Distribution Rights", You must ensure the Software is packaged with Your software and not available separately, and that it is only available to registered/verified users (including trial users) of Your software.

Third-Party Software

“Third-Party Software” means any software provided with the Software which is owned by a person other than Plutext.

The Third-Party Software is subject to various other terms and conditions imposed by the licensors of such Third-Party Software. A list of the applicable Third-Party Software license terms is provided with the Software. Your use of the Third-Party Software is subject to, and governed by, the specified Third-Party license terms, except that this section (Third-Party Software) and the following sections of this Agreement also govern Your use of the Third-Party Software. You agree to comply with such Third-Party license terms.

Termination.

If at any time You:

- fail to make timely payment of any applicable fees due in respect of Software licensed, or
- use the Software in excess of Your purchased License Metric units but fail timely to notify Plutext of such excess use and purchase and pay for additional License Metric units, or
- otherwise breach any term of this Agreement,

then Plutext may, in addition to any other remedy to which it may be entitled, terminate Your license to the Software and any rights You may have to support.

On termination of this Agreement, You must immediately stop using the Software and promptly destroy all copies of the Software in Your possession or control. The provisions in this Agreement which protect Plutext’s interests shall survive termination or expiration of this Agreement.

Other Terms

[Note: the Disclaimer of Warranty, and Limitation of Liability which appear below are based on the terms in the Apache License, Version 2.0]

Disclaimer of Warranty. Unless required by applicable law, Plutext provides the Software and any Third Party Software on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using the Software and assume any risks associated with Your exercise of permissions under this Agreement.

Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall Plutext be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this Agreement or out of the use or inability to use the Software or any Third Party Software (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if Plutext has been advised of the possibility of such damages.

This Agreement is governed by the laws of the State of Victoria, Australia and the parties submit to the jurisdiction of the courts of that State.

Revised July 2026