

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. Where Your Proof of Entitlement identifies an End User which is not the purchaser (for example where You have purchased a license on behalf of a customer for whom You are developing), that End User is the Customer. The purchaser may use the Software to develop, test and support that End User's Application, and remains liable for the fees, but acquires no other right to use the Software under that Proof of Entitlement.

"License Metrics" include the following:

- **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
- **Application** – a single deployed application or service of Yours which uses the Software, together with its non-production instances. Components which serve one business function and which are deployed and versioned together are one Application. "Webapp", where used in a price list or a Proof of Entitlement, has the same meaning.
- **SaaS Use** – use of the Software in an Application which is made available over a network to persons outside Your organization, whether or not a fee is charged. Use on an extranet or a public facing website is SaaS Use.
- **End Customer** – a distinct organization to which You distribute Your software containing the Software, or which Your Application serves where Your software is delivered as a service. An organization and its affiliates count as one End Customer.
- **Band** – the maximum number of End Customers stated in Your Proof of Entitlement.

- **Deployment Scenario** – the scenario stated in Your Proof of Entitlement (for example use in-house, SaaS Use, use by a government department or an educational institution, or distribution to End Customers within a Band), which limits the purposes for which You may run the Software.

"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 to its customers. Whether You are entitled to receive and use a particular Update depends on Your holding a current Subscription, or current Maintenance & Updates under Annexure A.

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. Where You have prepaid for a term of more than 12 months, the prices and entitlements stated in Your Proof of Entitlement apply for that term. On expiry of a Subscription which is not renewed, Your right to run the Software ends and the license file issued to You ceases to be valid.

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. For the avoidance of doubt, non-payment of fees for Maintenance & Updates is not a breach of this Agreement and does not terminate Your perpetual license; it ends only Your entitlement to receive and use further Updates, as set out in Annexure A.

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.

Where Your Proof of Entitlement includes "Distribution Rights", You may include the license file issued to You within Your software as necessary for Your software to operate, and the prohibitions above on disclosing or sharing a license file do not apply to that inclusion. You remain responsible for the use which recipients of Your software make of the Software.

A license file issued to a perpetual licensee covers every release of the Software issued while Your Maintenance & Updates was current, and continues to cover those releases indefinitely, whether or not You renew Your Maintenance & Updates. A license file issued to a Subscription licensee is valid for the term of the Subscription.

Permitted Uses

You may:

- Run the Software, subject always to any License Metric limitations in Your Proof of Entitlement.

- Run the Software in non-production environments, including development, test, staging, continuous integration, and a standby environment used only for disaster recovery, without additional license fees; and permit any number of Your developers to use the Software for those purposes.
- 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 limitations in Your Proof of Entitlement.
The License Metrics, Deployment Scenario and Band which apply to You are those stated in Your Proof of Entitlement. Where it states that a License Metric is unlimited, that Metric does not limit Your use. The license file which the Software verifies does not record Your License Metrics, Your Deployment Scenario or Your Band, and the Software does not enforce them; observing them is Your obligation under this Agreement.
- 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 without consent (which will not be unreasonably withheld).
- 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, except as permitted by the clause headed "License File".

Licensed Institution

Where Your Deployment Scenario is use by a government department or an educational institution, Your license covers only

the department, agency or institution named in Your Proof of Entitlement, together with its personnel and its contractors acting on its behalf. Where that body is not itself a legal entity, this Agreement binds the legal entity of which it forms part, but only in respect of the named body. Other departments, agencies or institutions of the same government, and other institutions within the same system or group, are not licensed and require their own Proof of Entitlement.

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 where their Proof of Entitlement so states, and otherwise on payment of the applicable fee. The Plutext Source Code is not supplied with a Subscription. Where You hold the Plutext Source Code, Your entitlement to source code for later releases ends when Your Maintenance & Updates ends; You may continue to use the source code You hold, subject always to this Agreement.

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:

- 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;
- 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
- 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.

Reservation of rights. Plutext expressly reserves the rights of reproduction and extraction in the Software (in source and object form), the Plutext Source Code and the accompanying documentation for the purposes of text and data mining, including under Article 4(3) of Directive (EU) 2019/790 and the laws of the Member States implementing it, and under any equivalent exception or limitation in any other jurisdiction. This reservation is made in this Agreement, in the header of each source file and in the notices distributed with the Software. It is not limited to content made publicly available online and applies to every copy, however obtained.

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.

Maintenance & Updates; Dedicated Support

You are entitled to:

- every Update which Plutext makes generally available while Your Subscription or Maintenance & Updates is current, at no additional cost; and
- reasonable assistance by email with the use of the Software. A guaranteed response time, a quota of support tickets, and the other entitlements of a support tier, are available only under a separate Support Agreement.

A perpetual license includes Maintenance & Updates for twelve months from the date of purchase. After that period Maintenance & Updates is optional, on the terms of Annexure A. If You do not renew it, You may continue to use indefinitely the releases of the Software issued while it was current, and Plutext will not back-bill You for any period in which You received no Updates. To move to a later release afterwards, You may purchase a Version Upgrade, which brings You to the then-current release and includes a further twelve months of Maintenance & Updates.

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 assistance or 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.

A defect in the Software is always free to report, and Plutext does not charge to investigate one, whether or not Your Maintenance & Updates is current. A fix is issued in a later release of the Software. Diagnosing Your own documents or Your own code is not a defect report: it is assistance, and is subject to the limits above.

Where You provide code or documents to Plutext in order to obtain assistance, do not include anything You regard as confidential unless You and Plutext have first agreed arrangements for it. Plutext uses AI-assisted tools in development and in support. Plutext anonymises documents before any AI service processes them, and will ask You before using a document which cannot be anonymised reliably. If code or documents You send must not be processed by an AI service at all, tell Plutext and Plutext will agree an arrangement with You.

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.

Where Your Proof of Entitlement states a Band, You must tell Plutext Your Band when You order and again at each renewal. If the number of Your End Customers comes to exceed Your Band, You must promptly tell Plutext and pay the difference between the perpetual price for Your Band and the perpetual price for the correct Band. Plutext may ask You, not more than once a year, to confirm Your Band and Your Deployment Scenario in writing.

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.

The open source docx4j library, which the Software requires in order to function, is licensed under the Apache License, Version 2.0, and docx4j-ImportXHTML is licensed under the LGPL. Neither is licensed to You under this Agreement, and Your use of them is governed by their own license terms. Where You hold support for them, that support is provided under a separate Support Agreement.

Termination.

If at any time You:

- fail to make timely payment of any applicable fees due in respect of Software licensed (other than fees for Maintenance & Updates, non-payment of which ends that entitlement only), 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.

Expiry of a term stated in Your Proof of Entitlement for the distribution of Your software (for example a three year OEM term) ends Your right to distribute further copies of Your software containing the Software. It does not terminate this Agreement, does not require You to destroy copies of the Software which You hold in order to support Your software, and does not affect recipients to whom You have already distributed Your software: those copies continue to operate, and the license files within them remain valid.

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.

Order of precedence. Where there is a conflict between them, the following order applies: (1) Your Proof of Entitlement; (2) any separate written agreement signed by You and Plutext; (3) Annexure A; and (4) the remainder of this Agreement. The version of this Agreement in force at the start of Your current term governs that term. Prices and entitlements may change at renewal, and Plutext will give You notice before Your renewal date.

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.

Annexure A — Maintenance & Updates

Application. This Annexure applies where Your Proof of Entitlement includes Maintenance & Updates; during the first twelve months of a perpetual license, for which it is included in the license fee; and, for a Subscription, for the term of the Subscription.

What it includes. Every release of the Software which Plutext issues while Your Maintenance & Updates is current, including compatibility releases for new versions of Java, docx4j and Microsoft Office, and security fixes; and reasonable assistance by email with the use of the Software.

What it does not include. A guaranteed response time, a quota of support tickets, or any of the other entitlements of a support tier. Those are available only under a separate Support Agreement.

Fee and term. Maintenance & Updates costs 22% per annum of the then-current list price of Your license, for a term of twelve months, unless Your Proof of Entitlement states otherwise. It may be prepaid for two or three years at the discount stated in Plutext's price list, in which case the price and the entitlements are fixed for the prepaid term.

Renewal and lapse. Renewal is optional. If Your Maintenance & Updates lapses, You may continue to use indefinitely the releases issued while it was current, and Plutext will not back-bill You for any period in which You received no Updates.

Version Upgrade. Where Your Maintenance & Updates has lapsed, You may purchase a Version Upgrade, which brings You to the then-current release and includes a further twelve months of Maintenance & Updates. The price is that stated in Plutext's price list, and will not exceed the then-current price of Your license.

License file. On each renewal, and on a Version Upgrade, Plutext will issue You a replacement license file recording the date before which released versions of the Software are covered.

Defects and support work. A defect in the Software is always free to report, and Plutext does not charge to investigate one. Diagnosing Your own documents or Your own code is assistance rather than a defect report.

Source code. Where You hold the Plutext Source Code, Your entitlement to source code for later releases ends when Your Maintenance & Updates ends.

Revised October 2026