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The Software will process the documents to be compared in the Software operating in Microsoft Azure datacentres the “Cloud”. Documents are encrypted with a private key on the user’s device before the document is transmitted to the Cloud. Documents are not permanently stored in the “Cloud”. They are unencrypted by the Software in the Cloud while processing the documents, and the documents are permanently deleted immediately after transmitting back to the user’s device. The Software maintains a record of the user performing the comparison, the time and date of the comparison, but does not record the document name, the documents being compared, or any part of the documents being compared.

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This EULA may be terminated (a) by your giving DocsCorp written notice of termination; or (b) by DocsCorp, at its option, giving you written notice of termination if you commit a breach of this EULA and fail to cure such breach within ten (10) days after notice from DocsCorp or (c) you are not able to provide proof of payment to DocsCorp, its affiliates, or authorized reseller for the Software. Upon any termination of the EULA, you must cease all use of the Software that it governs, destroy all copies then in your possession or control and take such other actions as DocsCorp may reasonably request to ensure that no copies of the Software remain in your possession or control. The terms and conditions set forth in Sections 1(c), (d), (e), 2, 6(b), (c), 10 and 12 survive termination as applicable.

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If you licensed this Software in a country other than Australia or The United States of America and are not using the Software in The United States America or Australia, then this Software Agreement will be governed by and construed in accordance with the laws of the state of NSW, Australia (excluding its conflict of laws principles and the U.N. Convention on Contracts for the International Sale of Goods) and you expressly agree that exclusive jurisdiction for any claim or dispute with DocsCorp or relating in any way to your use of the Software resides in the legal jurisdiction of New South Wales, Australia and you further agree and expressly consent to the exercise of personal jurisdiction resides in the legal jurisdiction of New South Wales, Australia in connection with any such dispute or claim.

This EULA contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior written and oral understandings of the parties with respect to the subject matter hereof. Any notice or other communication given under this EULA shall be in writing and shall have been properly given by either of us to the other if sent by certified or registered mail, return receipt requested, or by overnight courier to the address shown on DocsCorp’s Web site for DocsCorp and the address shown in DocsCorp’s records for you, or such other address as the parties may designate by notice given in the manner set forth above.

This EULA will bind and inure to the benefit of the parties and their respective heirs, personal and legal representatives, affiliates, successors and permitted assigns. The failure of either party at any time to require performance of any provision hereof shall in no manner affect such party’s right at a later time to enforce the same or any other term of this EULA. This EULA may be amended only by a document in writing signed by both parties. In the event of a breach or threatened breach of this EULA by either party, the other shall have all applicable equitable as well as legal remedies.

Each party is duly authorized and empowered to agree to this EULA. If, for any reason, any provision of this EULA is held invalid or otherwise unenforceable, such invalidity or unenforceability shall not affect the remainder of this EULA, and this EULA shall continue in full force and effect to the fullest extent allowed by law. The parties knowingly and expressly consent to the foregoing terms and conditions.