



LICENSE AGREEMENT

The Terms and Conditions of this License Agreement are between **Xodo Technologies Inc.**, a British Columbia, Canada corporation (the “**Company**”, “**Xodo**”, “**we**”, “**us**”, and “**our**”) and the individual End User agreeing to these terms (“**you**”).

Updated on January 21, 2014.

Please read the following important terms and conditions of this License Agreement (the “**Terms**”) regarding use of our mobile software application called *Xodo Docs*™ (the “**App**”). These Terms govern your access to and use of the App (including any subsequent updates to the App).

By downloading the App, you represent and warrant that (i) you have read and understand these Terms; (ii) you are of legal age in the jurisdiction where you are normally resident; (iii) you agree to be bound by all of these Terms (the “**Agreement**”); (iv) you are not ordinarily resident in a country which is subject to a United States embargo or that has been designated by the United States government as a “terrorist supporting” country; and (v) you are not listed on any United States government list of prohibited or restricted parties.

1. **Changes to these Terms.** We reserve the right to change these Terms from time to time without notice to you in our sole discretion. The most current version of these Terms can be reviewed by clicking on the “**License**” hypertext link located either at www.xodo.com/legal, or in the Help/About menu item installed with the App on your mobile device.

If you do not agree with any version of these Terms in effect at the time, you will have the right to terminate the agreement constituted by your initial acceptance to be bound by these Terms by ceasing to use and uninstalling the App from your mobile device. Your continued use of the App indicates your agreement to be bound by all of these Terms as amended by us from time to time.

2. **Grant of License.** Subject to your continued compliance with these Terms, Xodo hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable license for personal, non-commercial purposes (the “**License**”). Upon the expiration or other termination of this Agreement, the License will immediately and automatically cease.

3. **No Integration.** You must not copy or integrate the App with any other software or service which enables access to or relies upon the App to read or convert files into or from Portable Document Format.

4. **Ownership of Software.** The App is licensed, not sold, to you only for your use under these Terms. Xodo and its licensors retain all rights, title, and interest relating to or embodied in the App, including all copyrights and related intellectual property rights relating thereto.

5. **Ownership of Marks.** All graphics, logos, domain names, trademarks and trade names relating to the App (collectively, the “**Marks**”) are the property of Xodo and its licensors. Xodo and its licensors retain all rights, title and interest, including all intellectual property rights, in and to the Marks. You are prohibited from using any of the Marks.

6. **Functions.** The App can be used in a variety of ways, as described on our website. Xodo reserves the right to enhance, modify, or discontinue any aspect of the functionality of the App, in whole or in part, at any time, for any reason, or for no reason at all, at our sole discretion, with or without notice to you.

7. **Restrictions.** Use of our App by you, is subject to all applicable local, provincial, federal, and international laws and regulations. Without limitation, Xodo reserves the right to terminate your License and use of the App if you do not comply with all of these Terms. Specifically, you agree not to attempt to decompile, disassemble, modify, reverse engineer, translate, or otherwise attempt to learn the source code of the App.

8. **Privacy.** Xodo does not disclose personally identifiable information. See our Privacy Policy www.xodo.com/legal for more details.

9. **As Is, Where Is.** Your use of the App is at your own risk. You understand and agree that the App is provided to you on an “AS IS, WHERE IS” and “AS AVAILABLE” basis. Without limiting the foregoing, Xodo DISCLAIMS ANY WARRANTIES, CONDITIONS, OR DUTIES EXPRESS, IMPLIED OR STATUTORY, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OF ACCURACY, OF AVAILABILITY OR COMPATIBILITY, OF WORKMANLIKE EFFORT OR OF NON-NEGLIGENT PERFORMANCE. XODO WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY HARM TO YOUR MOBILE DEVICE, COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE APP. WE MAKE NO WARRANTY THAT THE USE OF THE APP WILL MEET YOUR REQUIREMENTS OR BE SECURE OR ERROR-FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM XODO OR THROUGH USE OF THE APP WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THESE TERMS.

10. **LIMITATION ON LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INDEPENDENT OF, SEVERABLE FROM AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THIS AGREEMENT, IN NO EVENT WILL XODO OR ITS SUPPLIERS BE LIABLE TO YOU (INCLUDING LIABILITY TO PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY YOU), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE USE OF THE APP, IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF ANY DUTY), STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE FOR ANY DAMAGES, CLAIMS, OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT AND EVEN IF XODO HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGES. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES WILL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. THE AGGREGATE LIABILITY OF XODO AND ITS SUPPLIERS UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT PAID FOR THE APP, IF ANY. Some jurisdictions do not allow the disclaimer of certain warranties or the exclusion or limitation of liability, so the limitations above may not apply to you.

11. **Waiver and Severability.** The failure of Xodo to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

12. **Entire Agreement.** These Terms and our Privacy Policy are the entire agreement between Xodo and you regarding the use of the App, and these Terms supersede and replace any prior agreements between Xodo and you regarding the same. Subject to the provisions set forth in Section 1, no amendment to or modification of these Terms will be binding unless in writing, signed by an authorized senior executive of Xodo, and expressly referring to these Terms.

13. **Exclusion of Convention.** The application of the *United Nations Convention on Contracts for the International Sale of Goods* will not apply to any part of any transaction which may result from these Terms or this Agreement and the same is strictly excluded from these Terms.

14. **Headings and Gender.** The headings to, and the division of this Agreement into Sections, Subsections, Paragraphs, and Subparagraphs are for ease of reference only and will not in any way affect or be used in interpreting any of the provisions of this Agreement. Unless the context otherwise requires, a reference to a Section, Subsection, Paragraph, Subparagraph or Schedule by number or letter is a reference to the appropriate Section, Subsection, Paragraph, Subparagraph or Schedule in this Agreement. In these Terms, the singular of any term includes the plural and vice versa and the use of any term is equally applicable to any gender and where applicable to a corporate entity; and the conjunction “or” will be understood in its inclusive sense (and/or).

15. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws (procedural and substantive) of the Province of British Columbia and Canada as if made and performed by and between parties situate in such province and without regard to any conflict of laws doctrine.

16. **Mediation and Arbitration.** Any and all disputes, controversy or claims arising out of or in connection with or in relation to this Agreement or the breach thereof, including any question regarding its existence, validity, performance or termination and any tort or other common law or statutory claim arising out of or relating to, its performance, these Terms, Xodo’s Privacy Policy, or the App (collectively, the “Dispute”), will be first subject to non-binding mediation in an effort to resolve any such Dispute by participating in a structured negotiation conference with a mediator under the Commercial Mediation Rules of the British Columbia International Commercial Arbitration Centre. The mediation will be held in Vancouver, British Columbia, Canada. All aspects of the mediation will be treated as confidential. The costs of the Mediator will be shared equally between you and us.

17. **Arbitration.** If Xodo and you are unable to resolve a Dispute by the mediation procedures contemplated under Section 16 within 15 days of the appointment of a Mediator, or such longer period of time which Xodo and you may both agree to, all Disputes will be referred to and finally resolved by arbitration under the Domestic Commercial Arbitration Rules of the British Columbia International Commercial Arbitration Centre with the losing party paying all costs of arbitration (including reasonable legal fees and expenses). The place of arbitration will be Vancouver, British Columbia. The appointing authority will be the British Columbia International Commercial Arbitration Centre.

18. **Appointment of Mediator and Arbitrator.** Any mediator or arbitrator will be appointed, pursuant to Sections 16 and 17, by agreement between the parties or, in default of agreement, such mediator or arbitrator will be appointed by a Judge of the Supreme Court of British Columbia sitting in the Courts of Vancouver, upon the application of either Xodo or you.

19. **Terms Relevant to Your Device and Software.**

- (a) If the App is downloaded from Apple Corporation's iTunes Application Store (the "**App Store**"), then you also agree to the following terms: (i) Apple Corporation ("**Apple**") will have no liability for the App; (ii) using the App is limited to a non-transferable license for use on any iPhone, iPad, or iPod Touch computing device owned or controlled by you in accordance with the App Store's terms of service; (iii) Apple has no obligation whatsoever to provide you with any technical support, maintenance, or other services for the App; (iv) to the extent permitted by applicable law, Apple has no warranty obligation for the App and Xodo will be responsible for any claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty set forth in these Terms; (v) Apple will not be liable for any claims relating to the App or your possession or use of the App, including, but not limited to (A) product liability claims, (B) any claim that the App fails to conform to any applicable legal requirement, and (C) consumer protection claims; (vi) Apple will not be liable for any third party claims that the App infringes a third party's intellectual property rights and Xodo will be responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim; and (vii) Apple and its subsidiaries will be third party beneficiaries of these Terms with respect to the App, and that Apple will have the right to enforce this Agreement against you as a third party beneficiary;
- (b) If the App is downloaded from the Microsoft Corporation Windows Phone Apps and Game Store, then you also agree to the following terms: (i) you may only use the App on up to five Windows 8 devices associated with your account; (ii) Microsoft Corporation ("**Microsoft**") will have no liability for the App; (iii) Microsoft, device manufacturers, and network operators will have no obligation whatsoever to provide you with any technical support, maintenance, or other services for the App; (iv) to the extent permitted by applicable law, Microsoft has no warranty obligation for the App and Xodo will be responsible for any claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty set forth in these Terms; (v) Microsoft will not be liable for any claims relating to the App or your possession or use of the App, including, but not limited to (A) product liability claims, (B) any claim that the App fails to conform to any applicable legal requirement, and (C) consumer protection claims; (vi) Microsoft will not be liable for any third party claims that the App infringes a third party's intellectual property rights.

If you have any question regarding these Terms, please contact us by email at info@xodo.com or at 1.604.730.8989.

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