

ComposeDoc Formify - Smart Digital Forms Platform

End User License Agreement (EULA)

(Cloud / SaaS / On-Premise Hybrid Version for AWS Marketplace)

IMPORTANT — READ CAREFULLY

This ComposeDoc Formify, a Smart Digital Forms License Agreement (the "**Agreement**") is a legal agreement between you (an individual or entity) and **Top Solutions Ltd.** (the "**Company**") for the use of the ComposeDoc Formify, a Smart Digital Forms Platform and related components (the "**Product**").

The Product includes hosted cloud services, software, interactive digital form modules, documentation, and APIs (collectively, the "**Software**" or "**Service**").

By accessing, installing, subscribing to, or using the Product, you agree to be bound by this Agreement. If you do not agree, you must not install or use the Product and must discontinue access to any cloud-hosted components.

1. License Grant

The Software is **licensed, not sold**.

Cloud / SaaS License

For hosted deployments and AWS Marketplace subscriptions, the Company grants you a limited, non-exclusive, non-transferable, subscription-based right to access and use the Product for your internal business purposes, subject to:

- AWS Marketplace terms
- Payment of applicable subscription fees
- Compliance with this Agreement and the Acceptable Use Policy

On-Prem License

Where expressly agreed and provided under a separate purchase or deployment agreement, the Company grants a non-exclusive, non-transferable license to install and use the Software **on a single organization environment**, for internal business use only, consistent with the purchased license capacity.

2. Account & Access Security

For SaaS/cloud access:

- You are responsible for all activity conducted under your account credentials.
 - You agree to maintain strict confidentiality of passwords and access tokens.
 - You must notify the Company immediately of any unauthorized access.
-

3. Intellectual Property

All title, trademarks, copyrights, and intellectual property in and to the Product are owned by the Company and its licensors (including **Adobe® PDF Library™** and other third-party embedded components).

This Agreement does not convey ownership rights — only a limited right to use as defined.

4. Restrictions

You **may not**:

- Rent, lease, sublicense, sell, or distribute the Product
- Modify, disassemble, reverse-engineer, or attempt to derive source code
- Circumvent security or authentication mechanisms
- Use the Product to build or assist competing services
- Copy or republish the Product except as expressly permitted

For SaaS: You may not create alternative interfaces or access methods not provided by the Company APIs.

5. Cloud Service Availability

The Company will use commercially reasonable efforts to provide service continuity and performance. Downtime for maintenance, upgrades, or factors outside reasonable control may occur. No warranty of uninterrupted service is provided unless covered under a separate SLA.

6. Data & Privacy

- Customer data remains the property of the Customer.
 - The Company processes and stores data only to provide the Service.
 - Upon termination, data will be deleted in accordance with the Company's data retention policy or within a reasonable period upon written request.
 - The Company may anonymize and use aggregate data for service improvement and analytics.
-

7. Compliance & Acceptable Use

You agree not to use the Product to host, transmit, or process:

- Illegal content
- Malicious code
- Personal data in violation of applicable law
- Content violating intellectual property rights

The Company reserves the right to suspend accounts violating this Agreement.

8. Term & Termination

This license is effective until terminated. The Company may suspend or terminate access if you breach this Agreement. Upon termination:

- Access to the SaaS platform will be disabled
 - On-prem licenses must cease use and uninstall all instances
 - All copies of the Software must be deleted
 - Data export can be requested prior to termination
-

9. Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED, THE SOFTWARE AND SERVICE ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10. Limitation of Liability

To the maximum extent permitted by law:

- The Company's total liability shall not exceed the amounts paid by you in the 12 months preceding the claim.
 - The Company shall not be liable for indirect, incidental, special, or consequential damages, including loss of data or business interruption.
-

11. Governing Law

This Agreement shall be governed by the laws of the State of Israel. Exclusive jurisdiction and venue shall be in Tel-Aviv, Israel.

For AWS Marketplace customers, AWS terms and applicable Marketplace policies also apply.

12. Entire Agreement

This Agreement constitutes the full understanding between parties and supersedes any prior agreements unless otherwise expressly stated in a Company-signed contract.

BY USING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT.