

END USER LICENSE AGREEMENT (EULA)
PDF Xpansion Software Development Kit (“SDK”) Products
(hereinafter referred to as the **Product** or **Products**)

Preamble

This EULA governs the license granted to the buyer (customer) of PDF Xpansion SDK Products (hereinafter referred to as the **Licensee**) by soft Xpansion GmbH & Co. KG, a company registered under the laws of Germany, having its principal place of business located at Koenigsallee 45, D-44789 Bochum, Germany, VAT ID DE814621954, represented by Dr. Juri Stern (hereinafter referred to as the **Licensor**).

§ 1 Subject of Agreement

(1) License

The Licensor grants the Licensee the non-exclusive, non-transferable and perpetual right according to the license of the **“PDF Xpansion SDK Product”**, subject to the following license conditions.

- a) The license allows the Licensee to use the Product for its own software development projects as follows:
 - For a distribution of the products created by the licensee as standard applications. All products must be released by Licensee as a single copyright owner. An unlimited number of products and sales (royalty free) worldwide is permitted.
 - In Licensee’ own software for use within Licensee’ company, with an unlimited number of employees (workplaces) and for multiple company locations worldwide.
- b) The license must not be used in the following cases:
 - Using the Product in individual projects (non-standard programs and apps) outside the Licensee company
 - Using the Product in high-productivity client/server solutions (processing 1,000+ documents per day) or in server components of DMS systems
 - Using the Product as a part of another SDK or development tool
 - Using the Product as a part of an intranet-based or Internet web service
- c) The scope of the license is limited to “service tasks”, i.e., the Product cannot appear as a central element of the Licensee’s application or perform a primary function in it. It can only be used to provide additional functionality to the application.
- d) The Product itself, in the same or similar form as delivered to the Licensee, may not be distributed to any third party. Third parties have no right to use the Product directly. This means that the Licensee has the right to distribute the Product’s components only as part of the Licensee’s applications or their components. The Product’s functionality may not be used by any third party as a development tool.

§ 3 Scope of Delivery

The Licensee receives digital software files and documentation in PDF format via electronic data channels. The materials will be delivered after complete payment according to §2 and §6.

Prior to this Agreement, the Licensee, through use of a trial version of the Product with the corresponding documentation (Reference), acquainted itself with the Product's size, characteristics and principles of operation and agrees with the software instrumentation.

§ 4 Copyright, Trademarks and Intellectual Property

(1) Intellectual property rights regarding the name, software, manual and other materials which comprise the Product are retained by the Licensor regardless of the type of carrier on which or in which the original or possible copies are stored, used or transmitted. Intellectual property is protected by copyright, by other applicable laws and by international agreements. The Licensor retains all the rights to the Product that have not been explicitly granted here.

(2) The Licensee confirms and declares its agreement that the Product contains confidential information and work secrets that are the Licensor's property. By this, the Licensee declares its agreement to not sell, copy, license and/or use either the entire Product or its components in any way that is not stated in this Agreement.

(3) Copyright marking: the Licensee will place a Licensor's copyright notice concerning the Product—"PDF Xpansion Technology, Copyright 2002 - <current year> soft Xpansion GmbH & Co. KG"—in a special place in its applications.

The Licensor has the right to use the Licensee's name and logo for reference purposes.

§ 5 Archival Copy

After the development of an application, which includes the Product, is completed, the Licensor shall receive one copy of the application or at least a screenshot with the copyright notice according to § 4 for archival storage.

§ 6 Payment

The payment for the license remuneration is due in the moment the sales agreement is concluded.

The Licensee shall pay the whole sum due in § 2 incl. the maintenance fee for the first year according to this Agreement and the corresponding invoice.

Further maintenance payments shall be made annually starting from the date of sale.

The maintenance fee cannot be changed within the first 12 months.

§ 9 Limitation Period

(1) The general limitation period for all claims arising from material defects and defects is one year. The period begins after the Product has been delivered to the Licensee or to a designated recipient of the Licensee.

(2) The above limitation period prescribed one year also applies to contractual and non-contractual claims for damages of the purchaser, based on a defect in the goods, unless the application of the ordinary statutory limitation would in individual cases lead to a shorter period. The limitation of the product liability law remains unaffected. Otherwise applies to claims for damages by the buyer, the above limitation period prescribed for one year only.

§ 10 Term of Validity

(1) After paying for the Product in full, the Licensee will be given the right to use the Product for an unlimited time. This right can be revoked by the Licensor if the Licensee uses the Product in violation of the license conditions specifically stated herein. Concurrent with the revocation of the Licensee's rights the Licensor also forbids the further distribution or sale of the Product.

(2) Initially, the technical maintenance agreement is made for a one-year period, starting from the date of the order email. At the end of the one-year term, the Licensor, its agent or distributor will send a prolongation offer to the Licensee.

§ 11 Final Statements

If some parts of this Agreement lose their legal effect or become impracticable, the other parts will still remain valid.

Oral or written information or advice that is not included in the conditions of this license, even if it is offered by the Licensor, its sales agents, distributors, contract partners or employees, will under no circumstances constitute a guarantee or enlarge the field of application of the current license conditions.

Neither the Licensor nor any other person that participated in the development, production or delivery of the Product can be held liable for direct, indirect, intentional or accidental loss (including loss of income, interruption of a deal, loss of business information, etc.) that is caused by the use or failure of the application **for reasons that do not pertain whatsoever to the Product**, even if the Licensor was aware of the possibility of such a loss.

This contract is under the jurisdiction of German law. All contract disputes will be reviewed in Bochum, Germany.

Patch: A new build of a specific SDK version with bug fixes.

Update: A patch providing the Licensee with new features and/or improvements.

License File: A file that is a component of the SDK and redistributable files. It contains individual information about the Product license holder as well as permissions for usage of individual Product functions. Product functionality that is not permitted in the license file cannot be used.

Licensee Product: Any software produced by the Licensee that includes or uses the Product functionality.

Redistributable Files: A set of files included in the SDK set that must be supplied together with the Licensee Product files to the end user's computer in a complete set specified in the documentation of the SDK and in compliance with the requirements for installation and registration stated in this documentation.

Developer Resources: Header files and samples supplied in the SDK set and intended for qualitative integration of SDK functionality. Making these files available to end users together with the Licensee Product is forbidden.

SDK Documentation: The information materials supplied both as part of the SDK set and in the support service process. These materials may not be distributed by the Licensee without an agreement with the Licensor.

Content Documents: The documents generated through the actions/functioning of the SDK component or used and processed by the SDK components.

An error is considered to have occurred:

- If a failure appears that makes further usage of the Product, the Licensee Product or the operating system where the Product has been used impossible or difficult.
- If the results of work contradict the standard ISO 32000-1:2008 or Product documentation.
- If the work results do not correspond to an original file (set of data) and this is caused by the Product, which has led to a failure of some function(s) in the Licensee Product.

Technical Support (TS): The process providing the Licensee the assurance of trouble-free work with the Product in accordance with the support service level stated in this Agreement.

Standard Technical Support (STS): TS addressing the standard functionality of the Product in the form of responding to requests/incidents/problems via the service portal, e-mail and by phone. STS only includes processing requests for resolving cases of defective functioning of Product components that do not comply with the approved technical requirements of the Product caused by errors in program adjustments (coding) that make proper functioning of the system absolutely impossible. STS does not cover the elimination of errors caused by unauthorized interference with the functioning of the Product and external software and hardware necessary for its functioning (operating systems, networks, equipment) or the introduction of changes to their functionality not specified in the accompanying documentation and made in violation of the respective rules and without the consent of the Licensor.

Extended Technical Support (ETS): Technical support addressing requests that are not covered by STS service. ETS concerns requests for the following work:

- Work on the correction of errors not included in STS.

- WSS during the whole period of MS validity.
- Extended Technical Support.
- Free-of-charge new versions of the Product within the purchased functionality, as well as recommendations and consulting for developers regarding upgrading to a new Product version.

The service is granted to the Licensee as per this Agreement provided, that the terms and conditions are fulfilled and the payment is made on time. Payment for the service shall be made once a year in the amount specified in the Agreement.

The actual number of times the Licensee uses or does not use MS, as well as the actual number of the Licensee's requests over the duration of the cooperation, shall have no influence on the cost of this service. The total time spent by the Licensor's specialists providing this service to the Licensee shall not exceed the annual time limit specified in the Agreement.

4. SUPPORT OF THE DEVELOPMENT AND RUNTIME ENVIRONMENTS

Windows versions and Service Packs, which are not mentioned in the system requirements and published after the conclusion of this Agreement, can be supported for the maintenance customers only. This support can be performed after the new environment will be tested and all necessary changes will be done. A technical notification will be sent to all maintenance customers. The same rule will apply also to the new hardware models incl. its parts and other devices.

Support of the Windows versions will be done by the Licensor until the end of mainstream support of Microsoft for the appropriate Windows version. Further support can be fulfilled dependent on the market situation. The Licensor will decide about such a support.

Support of the Windows versions up to the end of Microsoft extended support can be done on the hour or case (incident) basis. The parties will conclude a separate agreement about such a support.