TO ACCESS OR USE THE SOFTWARE UNDER THIS AGREEMENT, YOU MUST AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT ON BEHALF OF LICENSEE (AS DEFINED BELOW). BY ACCESSING OR USING THE SOFTWARE UNDER THIS AGREEMENT, YOU REPRESENT AND WARRANT TO ISA THAT YOU HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE.

ITEXT SOFTWARE LICENSE AGREEMENT

This Agreement is entered into by and between iText Software Asia Pvt Ltd ("ISA"), a company incorporated in Singapore, with its registered office at 3 Fraser Street, Duo Tower Level 8, 189352 Singapore (company registration number 201510495GB) and [insert licensee name], a [*for US entities:* [insert state of incorporation or organization] [insert entity type]] organized under the laws of [insert country] with an office at [insert licensee's registered office address] ("Licensee"). Each of ISA and Licensee may be referred to herein as a "Party" and collectively as the "Parties".

1.   **DEFINITIONS.** In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings in this Agreement.

"Acceptance" means confirmation of acceptance by ISA to Licensee, which may be evidenced by written notice or by sending an invoice. "Accepted" means, with regard to an Order Form, that it has obtained ISA's Acceptance.

"Add-On(s)" means one or more optional software products offered by ISA as an addition or extension to the Software, but only for the iText 7 Core PDF Library or an Update or Upgrade thereto.

"Affiliate" means, with respect to either Party, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Party where "control" for purposes of this definition means the possession, directly or indirectly, of the power to direct or cause the direction of the management of a person or entity.

"Agreement" means this license agreement, together with any of its addenda or exhibits.

"Closed Source Add-On(s)" means any Add-On(s) provided by ISA to Licensee solely in object code form.

"Documentation" means the application programming interface documentation related to the Licensed Software available at https://itextpdf.com/en/resources/api-documentation or any successor website.

"iText Core PDF Library" means a library that allows programming of PDF Files using Java or .NET (C#) as further described at https://itextpdf.com/en/products/itext-7/itext-7-core.

"Instance" means a single occurrence of an operating system capable of executing a Product that links to or otherwise incorporates the Software.

"Instance Perpetual License" means a license for use of the Licensed Software solely on Permitted Devices.

"Instance Subscription License" means a license, other than an Instance Perpetual License or Standard OEM License, for use of the Licensed Software during the License Term specified on an Accepted Order Form solely on Permitted Devices where license fees are based on the number of authorized Instances.

"License Term" means the period that any license granted under the Agreement remains in effect, unless terminated hereunder.

"Licensed Software" means the Software, and any Add-Ons specified in an Accepted Order Form, any license files associated with any of the foregoing, and any Updates and Upgrades to such Software, Add-Ons or license files provided by ISA to Licensee as provided in Section 5.

"OEM Product" means a hardware or software product developed, manufactured or distributed, or any of the foregoing, by Licensee for distribution, directly or indirectly, to end users.

"Order Form" means a document (or a series of documents or other writings) or other objective indication that confirms Licensee's order with ISA for Licensed Software under the terms of this Agreement (e.g., a purchase order, signature on an ISA quotation, or payment in full of the amount set forth on an ISA quotation). For clarity, an Order Form may be provided by Licensee before or during the Term.

"PDF File" means a file that uses portable document format regardless of whether stored in a file system, handled in memory or otherwise.

"Process" means generate, modify, adapt, stamp, fill in, inspect or otherwise process.

"Permitted Devices" means computers, virtual machines, servers or other devices, either on premise or hosted in a public or private cloud, in each case where such computers, virtual machines, servers and other devices are either owned, or exclusively reserved for use, by Licensee (i.e., not a shared resource).

"Product" means a software application that Licensee uses internally or makes available to third parties (e.g., SaaS, PaaS) that allows Licensee or such third parties to Process PDF Files.

"Software" means the version of the iText Core PDF Library set forth in an Accepted Order Form, in source and binary form.

"Standard OEM License" means an license for use of the Licensed Software in a single software application that is, or is included in, an OEM Product.

"Support Services" means the support and maintenance services provided by ISA or any of its authorized contractors with regard to the Software and/or Add-On(s).

"Term" has the meaning set forth in Section 8.1.2.

"Territory" means the permitted territory for use of the Licensed Software identified in the Order Form, or if no permitted territory is specified, then worldwide.

"Update" means any error correction, change, modification, revision or enhancement of the Licensed Software which is designated by an increase of the last number of a specific Licensed Software version (e.g. from version 7.1.5 to 7.1.6).

"Upgrade" means any error correction, change, modification, revision or enhancement of the Licensed Software which is designated by an increase of the first or second number of a specific Licensed Software version (e.g. from version 7.1.5 to 7.2.1 or 7.1.5 to 8.1.1).

"Volume Subscription License" means a license, other than an Instance Perpetual License or Standard OEM License, for use of the Licensed Software during the License Term specified on an Accepted Order Form solely on Permitted Devices where license fees are based on the number of PDF Files Processed.

When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation".

2.   **LICENSES AND RESTRICTIONS.**

   2.1   INSTANCE PERPETUAL LICENSE GRANT.

      2.1.1   License. Upon Acceptance of an Order Form that specifies an Instance Perpetual License and subject to the terms and conditions of this Agreement, ISA hereby grants Licensee a non-exclusive, non-transferable (except as otherwise provided in Section 11.2), non-sublicensable, fee-bearing perpetual license in the Territory to install, use and modify the Licensed Software on Permitted Devices solely in support of or integrated in Products and solely with respect to the number of Instances set forth in one or more Accepted Order Forms. Third parties, including Licensee's Affiliates, may be granted access and use of the Licensed Software strictly for the purpose of using Licensee's Products on Licensee's Permitted Devices.

      2.1.2   License File. Promptly after Acceptance of such an Order Form, ISA shall provide Licensee with a license file for the Licensed Software per Permitted Device, and Licensee shall load the license file in the Licensed Software.

   2.2   STANDARD OEM LICENSE GRANT.

      2.2.1   License. Upon Acceptance of an Order Form that specifies a Standard OEM License and subject to the terms and conditions of this Agreement, ISA hereby grants Licensee a non-exclusive, non-transferable (except as otherwise provided in Section 11.2), non-sublicensable, fee-bearing license in the Territory during the License Term to install, use and modify the Licensed Software solely in or with the specific application identified in the

Order Form for use in the OEM Product and solely to the extent set forth on the Order Form (i.e., subject to any distribution limitations). The foregoing license includes the right for end users to use the Licensed Software in the specific application in the OEM Product, but does not include any other rights to the Licensed Software.

2.2.2   License File. Promptly after Acceptance of such an Order Form, ISA shall provide Licensee with a license file for the Licensed Software per OEM Product, and Licensee shall load the license file in the Licensed Software.

2.2.3   Reporting. Licensee shall send a report to ISA, at least once per 12-month period or at any time upon ISA's request, the OEM Product name or names and the type and number of OEM Products that Licensee has licensed, either directly or through distributors.

2.3   INSTANCE SUBSCRIPTION LICENSE GRANT.

2.3.1   License. Upon Acceptance of an Order Form that specifies an Instance Subscription License and subject to the terms and conditions of this Agreement, ISA hereby grants Licensee a non-exclusive, non-transferable (except as otherwise provided in Section 11.2), non-sublicensable, fee-bearing license in the Territory during the License Term to install, use and modify the Licensed Software on Permitted Devices solely in support of or integrated in Products and solely with respect to the number of Instances set forth on one or more Accepted Order Forms.

2.3.2   License File. Promptly after Acceptance of such an Order Form, ISA shall provide Licensee with a license file for the Licensed Software per Permitted Device, and Licensee shall load the license file in the Licensed Software.

2.4   VOLUME SUBSCRIPTION LICENSE GRANT.

2.4.1   License. Upon Acceptance of an Order Form that specifies a Volume Subscription License and subject to the terms and conditions of this Agreement, ISA hereby grants Licensee a non-exclusive, non-transferable (except as otherwise provided in Section 11.2), non-sublicensable, fee-bearing license in the Territory during the License Term to install, use and modify the Licensed Software on Permitted Devices solely in support of or integrated in Products.

2.4.2   License File. Promptly after Acceptance of such an Order Form, ISA shall provide Licensee with a license file for the Licensed Software per Permitted Device, and Licensee shall load the license file in the Licensed Software.

2.5   DOCUMENTATION. Documentation for the Software and Add-On(s) is available without charge online at https://itextpdf.com/en/resources/api-documentation.

2.6   RESTRICTIONS.

2.6.1   The license rights granted to Licensee under this Agreement are strictly limited to the type, Permitted Device type (if applicable), specifically-named Product or OEM Product (if applicable), programming language, number of licensed Instances or Processes (as applicable), and Territory confirmed in writing by ISA or its authorized distributors in an Accepted Order Form.

2.6.2   The Standard OEM License, as specified hereunder, solely covers one specific application identified in the applicable Order Form.

2.6.3   To the maximum extent allowed by law, Licensee shall not reverse engineer, decompile, decode, or otherwise attempt to obtain the source code of any Closed Source Add-On(s).

2.6.4   Licensee shall not exceed the scope of the licenses to the Licensed Software; all use of the Licensed Software is subject to the conditions set forth herein.

3.   **OWNERSHIP; PROPRIETARY MARKINGS.** The Licensed Software is licensed to Licensee, not sold. The Licensed Software and any intellectual property rights therein at all times remain with ISA, its Affiliates, or its or their licensors. Licensee shall not remove, erase or tamper with any copyright or proprietary notice printed or stamped on, affixed to, or encoded or recorded in the Licensed Software. If Licensee or any of its employees or contractors sends or transmits any communications or materials to ISA suggesting or recommending changes to the Licensed Software ("Feedback"), ISA and its Affiliates are free to use such Feedback in any manner for any purpose.

4. FEES AND PAYMENT.

4.1 License fees and, if applicable, fees for Support Services, are due and payable under the terms of this Section 4.

4.2 Any Order Form, purchase order or other document Licensee has transmitted shall not alter nor prevail over the terms of this Agreement, unless and until Acceptance of an Order Form. Unless otherwise agreed, all payments must be made in US Dollar. If ISA or its authorized distributors have the legal obligation to pay or advance any taxes on Licensee's behalf (e.g. withholding taxes), then the appropriate amount shall be invoiced to and paid by Licensee. Licensee is not responsible for taxes on ISA's income. All invoices for the Licensed Software, and, if applicable, Support Services, will be delivered to Licensee or sent via e-mail, at ISA 's or its authorized distributors' discretion.

4.3 Promptly after or at the time of Acceptance of an Order Form specifying an Instance Perpetual License, Standard OEM License or Instance Subscription License, ISA shall provide Licensee with an invoice for license fees and, if applicable, fees for Support Services, payable by Licensee. If an Accepted Order Form sets forth a payment schedule for the license fees and/or Support Services, then ISA shall invoice Licensee in accordance with such payment schedule.

4.4 For any Volume Subscription License regardless of License Term, ISA shall provide Licensee with an invoice for license fees payable by Licensee as an upfront advance on license fees for each 12-month period as follows:

    4.4.1 With regard to the initial 12-month period, the advance on license fees will be determined based on the estimate of PDF Files expected to be Processed in the initial 12-month period provided by Licensee to ISA or its authorized distributors in the Order Form. If the number of Processed PDF Files in the initial 12-month period is more than 5% greater than the number set forth in the estimate, ISA shall invoice, and Licensee shall pay, additional undisputed license fees based on the actual number of Processed PDF Files during the applicable 12-month period.

    4.4.2 After the initial 12-month period and for each such period thereafter during the License Term, the advance on license fees will be determined based on the quantity of PDF Files Processed during the previous 12-month period. ISA will evaluate the actual number of Processed PDF Files as described in Sections 4.4.3 and 4.4.4, as applicable.

    4.4.3 If Licensee has a Volume Subscription License and uses a Software release prior to version 7.1.0, within 15 days after the end of each 12-month period, Licensee shall deliver to ISA a listing, as of the first day of said period the quantity of PDF Files Processed during such 12-month period.

    4.4.4 If Licensee has a Volume Subscription License and uses a Software release that is version 7.1.0 or an Update or Upgrade thereto, ISA may collect usage data by including code within the Software that generates and sends to ISA automated volume counts regarding only the quantity of PDF Files Processed under such Volume Subscription License. In such case, automated usage reports will not include any other information, such as content-related data or any personally identifiable information. Licensee shall not disable or otherwise block such automated volume counts (e.g., lack of internet connection, firewalls).

4.5 Unless mutually agreed in writing otherwise or unless the invoice includes different payment terms, Licensee shall pay all undisputed invoices within 30 calendar days following Licensee's receipt of such invoice. Unless mutually agreed otherwise, license fees and fees for Support Services are not refundable or subject to offset. ISA or its authorized distributors may assess interest on any late payment at the rate of 1% compound interest per month or the highest rate allowed by law, whichever is lower. In addition, Licensee will reimburse ISA for its cost of collections for late payments, including reasonable attorneys' fees.

4.6 Except for termination rights set forth herein, any order placed by Licensee by Order Form is non-cancellable upon Acceptance.

5. SUPPORT SERVICES; UPDATES AND UPGRADES.

5.1 Subject to the terms and conditions of this Agreement, ISA shall provide Support Services in accordance with the terms and conditions set forth at

https://itextpdf.com/en/resources/media/files/support-and-maintenance-agreement-americas, or such other URL provided by ISA from time to time. ISA reserves the right to amend such terms and conditions effective upon posting updated terms and conditions.

5.2   License fees paid for an Instance Subscription License for a Volume Subscription License, or a Standard OEM License with a time-limited License Term include Support Services during the applicable License Term.

5.3   License fees payable for an Instance Perpetual License and Standard OEM License with a perpetual License Term do not include Support Services. During the initial 12-month period of an Instance Perpetual License and a Standard OEM License, Support Services are mandatory, and ISA shall invoice Licensee fees for such Support Services as set forth in Section 4 above. After the initial 12-month period, provided Licensee has elected to continue Support Services without interruption and subject to Acceptance, Licensee may elect to continue Support Services by submitting an Order Form specifying applicable Support Services fees.

5.4   During the applicable License Term, regardless of whether or not Licensee is entitled to Support Services, ISA shall, when and if they become available, provide or make Updates available to Licensee at no additional cost.

5.5   During the applicable License Term, if Licensee is entitled to Support Services, ISA shall, when and if they become available, provide or make Upgrades available to Licensee at no additional cost so long as Licensee accepts any additional or separate applicable terms and conditions that ISA requests of its then-current licensees. For the avoidance of doubt, Licensee may review and, if required, propose changes to any such additional or separate terms, and ISA shall consider any Licensee-proposed changes in good faith.

6.   WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY.

6.1   **WARRANTIES AND REPRESENTATIONS.**

6.1.1   Each Party represents and warrants to the other Party that (a) the execution, delivery and performance of this Agreement is within its powers and has been duly authorized by all necessary action by Licensee or ISA, as the case may be, and (b) that the execution, delivery and performance of this Agreement will not violate any agreement to which Licensee or ISA are, as the case may be, bound.

6.1.2   ISA warrants to Licensee that as of the date of Acceptance of the applicable Order Form, unless otherwise communicated to Licensee in writing, (a) there are no pending third party claims related to the Licensed Software and (b) to its knowledge, none are threatened.

6.1.3   ISA warrants to Licensee that the Licensed Software, as delivered by ISA, do not and will not include any viruses or other malicious code.

6.2   **DISCLAIMER OF WARRANTY.** ISA ONLY PROVIDES THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT. ISA DISCLAIMS ANY IMPLIED WARRANTIES OF NON-INTERFERENCE, NON-INFRINGEMENT, TITLE, ACCURACY, MERCHANTABILITY, QUALITY, SYSTEM INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN SECTIONS 6.1.2 AND 6.1.3 ABOVE, THE LICENSED SOFTWARE AND SUPPORT SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". WARRANTIES THAT ARE GIVEN ARE SOLELY FOR LICENSEE'S BENEFIT AND NOT FOR THE BENEFIT OF ANY THIRD PARTY.

6.3   **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT PROHIBITED BY LAW, AND EXCEPT FOR FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR ANY BREACH OF SECTION 2.6 (RESTRICTIONS) OR SECTION 9 (CONFIDENTIALITY), NEITHER PARTY IS LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, OR ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, WHETHER OR NOT FORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. EXCEPT TO THE EXTENT PROHIBITED BY LAW, AND EXCEPT FOR FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ANY BREACH OF SECTION 2.6 (RESTRICTIONS) OR SECTION 9 (CONFIDENTIALITY) OR DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT WILL, UNDER NO CIRCUMSTANCES, EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT TO ISA.

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7. INDEMNIFICATION.

7.1.1 ISA shall defend any claim, suit or proceeding brought against Licensee, its directors, management and employees, and pay any damages or amounts agreed to in settlement, where such claim, suit or proceeding is based upon the allegation that Licensee's use of the Licensed Software as permitted under this Agreement infringes a third party's intellectual property or proprietary right ("Claim") but only to the extent that the Claim is directly based upon the use of the Licensed Software as provided by ISA (for example, not on Licensee's changes). The obligations set forth in this Section 7 are expressly conditioned on Licensee providing ISA with (a) prompt notice of a Claim (but only to the extent ISA is prejudiced by failure to provide prompt notice); (b) sole control of the defense and settlement of such Claim, including the selection of counsel; and (c) such assistance and cooperation, at ISA's cost, as ISA may reasonably request in connection with the defense and settlement of the Claim. Licensee may, at its cost, retain separate counsel and participate in the defense or settlement negotiations. ISA may settle any Claim under any terms it deems acceptable provided that any such settlement does not create any liability on Licensee's behalf without having obtained its prior written consent.

7.1.2 If the Licensed Software or its use becomes the subject of a Claim or its use is enjoined, or if in the opinion of ISA the Licensed Software is likely to become the subject of a Claim, ISA shall attempt to resolve the Claim through litigation or by using commercially reasonable efforts to modify the Licensed Software or to obtain a license to continue using the Licensed Software. If ISA provides Licensee with a modified version of the Licensed Software with substantially similar functionality, Licensee must install such modified version within 30 days of ISA making such modified version available or release ISA from its obligations with respect to Licensee's continued use of the unmodified version. If in the opinion of ISA, the Claim, the injunction or potential Claim cannot be resolved through reasonable modification or licensing, ISA, at its own discretion, may terminate this Agreement. In case of termination pursuant to this Section 7.1.2, ISA's only obligation will be to refund Licensee a pro rata refund of license fees that Licensee paid for the then-current term (and for Instance Perpetual Licenses, the pro rata refund based on an assumed useful life of 5-years).

7.1.3 Notwithstanding anything to the contrary in Section 7.1.1 above, with respect to a Claim related to a version of the Licensed Software prior to the most recent Upgrade version, ISA has no obligation under this Section 7 to the extent the Claim would not have arisen if Licensee had used such Upgrade version or an Update thereto.

7.1.4 This Section 7 constitutes Licensee's sole and exclusive remedy, and ISA's sole and exclusive obligation, for any breach of Section 6.1.2 and for any actual or alleged intellectual property infringement or misappropriation.

8. TERM AND TERMINATION.

8.1 LICENSE TERM; TERM OF AGREEMENT.

8.1.1 The License Term of any licenses granted to Licensee under this Agreement is set forth in the applicable Accepted Order Form, unless terminated earlier under Section 8.2 below.

8.1.2 This Agreement is deemed effective as of the date of ISA's Acceptance of an initial Order Form from Licensee (the "Effective Date") and continues until terminated as permitted herein (the "Term"). Notwithstanding the foregoing, the Term expires as of the last to expire License Term (e.g., Instance Subscription License or Volume Subscription License) if, as of such date, Licensee has not purchased perpetual licenses to any Licensed Software. For clarity, Licensee may provide an Order Form to ISA at any time during the Term, and ISA may, in its sole discretion, provide Acceptance of such Order Form.

8.1.3 At the end of the then-current License Term for any Licensed Software hereunder, unless either Party provides notice to the other Party 60 days or more before the end of the then-current License Term, the License Term renews automatically for an additional period equal to the length of the prior License Term. ISA may invoice Licensee for applicable license fees for such renewal period such that fees are due and payable before the beginning of the next License Term.

8.1.4 Any renewal in accordance with section 8.1.3 will take place at the ISA's then-current standard rates at the time of renewal, unless otherwise mutually agreed (e.g., a multi-year pricing schedule).

8.2 **TERMINATION FOR CAUSE.** In addition to its other rights and remedies, either Party may terminate this Agreement, and ISA may terminate one or more of the licenses granted hereunder, for cause by written notice to the other Party if such other Party is subject to voluntary or involuntary bankruptcy or breaches any provision of this Agreement and such breach is incurable or, if curable, if such other Party does not cure the breach within 30 days after written notice thereof.

8.3 **EFFECTS OF EXPIRATION OR TERMINATION OF AGREEMENT.** Upon expiration or termination of this Agreement or a license granted hereunder, Licensee must immediately destroy all copies, partial or complete, and wherever stored or available, of the Licensed Software and other tangible or intangible data relating to the Licensed Software (except to the extent some but not all of the licenses granted hereunder have expired or been terminated). As an exception to the foregoing, any Standard OEM Products that have already been provided to end users will remain unaffected by this Section 8.3.

8.4 **SURVIVAL.** All provisions in this Agreement that are intended to have effect thereafter will survive termination of this Agreement.

9. CONFIDENTIALITY.

9.1 **DEFINITION.** Either Party may disclose or make available to the other Party (the "Receiving Party") information about the disclosing Party's (the "Disclosing Party") business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, in each case where such information is marked, designated or otherwise identified as "Confidential" at or within 30 days after disclosure or otherwise is information which, given the nature and circumstances of disclosure, a reasonable person would understand to be confidential (collectively, "Confidential Information"). Confidential Information does not include information that is: (a) in the public domain other than by breach of this Agreement; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. All ISA quotations, Order Forms, invoices and related documents, and any Closed Source Add-Ons, are deemed Confidential Information under this Agreement.

9.2 **RESTRICTIONS ON DISCLOSURE AND USE.** The Receiving Party shall use the Disclosing Party's Confidential Information solely in connection with this Agreement or to enforce its rights under this Agreement. No other use will be made of the Confidential Information by the Receiving Party or its Representatives, it being recognized the Disclosing Party has reserved all rights to the Confidential Information not expressly granted herein. The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, contractors or professional advisors who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations hereunder and who are bound by obligations of confidentiality at least as restrictive than those of this Agreement. The Receiving Party shall be responsible for the acts or omissions of any third party to which it discloses Confidential Information. The Receiving Party shall treat the Disclosing Party's Confidential Information as confidential and shall use the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable degree of care.

9.3 **REQUIRED DISCLOSURES.** Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable Law, provided that the Receiving Party shall first have given written notice (to the extent legally permitted) to the Disclosing Party and made a reasonable effort to obtain a protective order.

9.4 **UNAUTHORIZED USE OR DISCLOSURE.** In addition to any notification obligations set forth in the attached Exhibits, if the Receiving Party becomes aware of any unauthorized use or disclosure of the Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of all facts known to it concerning such unauthorized use or disclosure and take all reasonable steps to mitigate any potential harm or further disclosure, loss or destruction of such Confidential Information.

9.5 **RETURN OR DESTRUCTION.** On the expiration or termination of the Agreement, as applicable, and at any other time upon written request from the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or at the Disclosing Party's direction destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed, except for copies that are maintained as archive copies on the Receiving Party's disaster recovery and/or information technology backup systems; provided the Receiving Party shall continue to be subject to the other obligations of this Section 9. The Receiving Party shall

destroy any such copies upon the normal expiration of its backup files.

9.6 **CONFIDENTIALITY PERIOD.** Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9.7 **Remedies.** Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone may be an insufficient remedy. Therefore, the Disclosing Party may seek appropriate equitable relief, in addition to any other available remedies, for breach or threatened breach of this Section 9 without the requirement for the deposit of security or posting of any bond in connection with such remedy.

10. DATA PROTECTION.

To the extent that ISA or its Affiliates are processing personal data provided by Licensee to ISA or its Affiliates, or personal data is otherwise acquired or processed by ISA or its Affiliates, in connection with this Agreement and on Licensee's behalf, the terms of the (latest version of the) Data Processing Agreement ("DPA"), available at https://itextpdf.com/en/how-buy/legal/data-processing-agreement, apply and are hereby incorporated by reference. Licensee agrees to comply with the terms of the DPA. Licensee's acceptance of this Agreement shall be treated as acceptance and signing of the DPA. ISA has the right to update the DPA from time to time to comply with applicable data protection or other legislation.

11. MISCELLANEOUS.

11.1 **NOTICES.** All notices, consents and other communications under this Agreement must be made in writing and shall be deemed to have been received on the earlier of the date of actual receipt, one (1) business day after deposit with a nationally recognized overnight courier, or the third US business day after being sent by registered or certified mail, postage prepaid, return receipt requested. ISA's address for notices is: iText Software Corp., Attn: Legal department, PO Box 620335, Newton Lower Falls, MA 02462-0335, with a simultaneous copy to the address set forth in the preamble of this Agreement and to legal@itextpdf.com. Licensee's address for notices is the address set forth in the preamble of this Agreement. ISA and Licensee may communicate a new address for notices by serving notice thereof in accordance with the provisions of this article.

11.2 **ASSIGNMENT.** Licensee shall not assign or delegate this Agreement or any or all of its rights or obligations under this Agreement, in whole or in part, by operation of law or otherwise, to any party or entity without the prior written consent of ISA. As an exception to the foregoing, Licensee may assign its rights and obligations under this Agreement as a whole to any of its Affiliates, provided however that: (a) such assignment is notified to ISA in writing at least one month prior to the effective date of the anticipated assignment and (b) Licensee does not have any payment arrears under this Agreement at the time of assignment. Any purported assignment or delegation in violation of this Section 11.1 shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

11.3 **AUDIT.** Licensee will permit ISA, its representatives or a third party appointed by ISA, to review its relevant records, computers and/or servers to ensure compliance with this Agreement. ISA will give Licensee at least 10 business days prior notice of any such audit and will conduct same during normal business hours in a manner that does not unreasonably interfere with Licensee's normal operations. Licensee shall render all necessary assistance and cooperation to facilitate such review or inspection. Costs of inspections will be at ISA's cost unless such inspections conclude that Licensee has underpaid by 5% or more. Audits will not be performed more than once every 12 months, unless the previous audit revealed material underreporting on Licensee's side. Licensee may require ISA and/or its appointee to execute a reasonable confidentiality agreement prior to starting any audit.

11.4 **MARKETING.** ISA may reference Licensee as a customer on its website or in any marketing materials (press releases, brochures, presentations and so on) by using Licensee's trade name, trademark, logo and/or symbol, subject in all cases to Licensee's brand guidelines. On or after Licensee has used the Licensed Software under this Agreement for six months, ISA may request Licensee to collaborate on a case study or other type of communication about the use of the iText technology and Licensee will consider such request in good faith, subject in all cases to Licensee's prior approval of any such case study or other communication.

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11.5 **GOVERNING LAW AND JURISDICTION.** This License Agreement is governed by and shall be construed and interpreted in accordance with Singapore Law and no effect shall be given to any other choice of law or any conflict of laws rules or provisions that could cause other laws than Singapore law to be applicable. The application of the UN Convention on the Sale of Goods is excluded. Any dispute or controversy arising in connection with this Agreement, which cannot be settled by mutual or amicable agreement shall be finally settled in accordance with the Rules of the Singapore Internation Arbitration Centre ("SIAC Rules") by one arbitrator appointed in accordance with said Rules. The place of arbitration shall be Singapore. The arbitration shall be conducted in the English language. The decision and award resulting from such arbitration shall be final and binding for the Parties.

11.6 **ATTORNEYS' FEES.** In the event that any Party institutes any legal suit, action, or proceeding against the other Party arising out of or relating to this Agreement, the prevailing Party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs. Notwithstanding the foregoing, if under applicable law, attorneys' fees are payable to the prevailing party in a dispute through a statutory system that determines or limits the compensation that a party may be awarded for such costs, the foregoing sentence will not apply to such dispute.

11.7 **INDEPENDENT CONTRACTORS.** The relationship between the Parties is that of independent contractors and not partners, joint ventures', principals, agents, franchisees or employees of each other, and neither Party shall have authority to bind or otherwise obligate the other in any manner whatsoever.

11.8 **ENTIRE AGREEMENT.** This Agreement, Exhibits, and all Order Forms reflect the entire understanding between the Parties with respect to its subject matter, and supersedes all prior proposals, negotiations and other written or oral communications between the Parties with respect to its subject matter. In the event of any inconsistency between the statements in the body of this Agreement, any Order Form or any Exhibits or schedules to this Agreement (other than an exception expressly set forth as such in the Order Form, Exhibit or schedule), the statements in the body of this Agreement will control.

11.9 **AMENDMENT AND MODIFICATION; WAIVER.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by an authorized representative of each Party. No waiver of any breach of this Agreement, and no course of dealing between the Parties, shall be construed as a waiver of any subsequent breach thereof.

11.10 **SEVERABILITY.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11.11 **EXPORT COMPLIANCE.** Licensee shall not, directly or indirectly, export, re-export, or transfer (to the extent permitted by this Agreement) the Licensed Software or any components or copies thereof in such a manner as to violate the export laws and regulations of the United States or any other country which are in effect from time to time. Licensee shall defend, indemnify and hold harmless ISA from and against any and all losses incurred by ISA as a result of its breach of this provision.

11.12 **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Licensed Software and Documentation is deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction release, performance, display or disclosure of the Licensed Software, Documentation and or any related documentation by the US Government or its contractors will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.13 **INTERPRETATION.** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

11.14 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and when so executed, all of such counterparts constitute a single instrument binding upon the Parties notwithstanding the fact that both Parties are not signatory to the original or to the same counterpart. Execution and delivery of this Agreement may be evidenced by facsimile transmission, by file(s) in PDF format attached to email communications, or electronically using a recognized e-

signature platform. Notwithstanding the foregoing, ISA and Licensee may enter into this Agreement by click consent.