iTEXT SUPPORT AND MAINTENANCE AGREEMENT

This Agreement is entered into between iText Software Corp. ("ISC"), with offices at 265 Medford St, Suite 500, Somerville MA 02143, United States and [insert licensee name and corporation type] ("You", "Your" or "Yours"), [insert licensee's registered office address], [insert state/country] and governs the delivery by ISC to You of any support and/or maintenance services for the Software and add-on(s) (when applicable) ("Support and Maintenance Services").

The provisions of the License Agreement shall also apply to this Agreement and shall be regarded included herein by reference, except where this Agreement expressly provides otherwise.

YOU ACCEPT AND ARE LEGALLY BOUND BY THIS AGREEMENT BY ENTERING INTO A LICENSE AGREEMENT WITH ISC, BY EXECUTING THIS AGREEMENT, SUBMITTING A PURCHASE ORDER OR BY MAKING ANY PAYMENT FOR OR BY ACCEPTING ANY SUPPORT AND MAINTENANCE SERVICES.

1.   DEFINITIONS

When used in this Agreement and when written with a capital, the following words or expressions shall have the following meaning:

Acknowledged Incident (or Acknowledgment, Acknowledge, Acknowledging etc.)		Means or relates to any single, verifiable and reproducible (i.e. recreatable by ISC on its own systems) Incident which ISC hereby acknowledges as being inherent to the Software or add-on(s).
Acknowledgement Time		Means the Time within which ISC shall confirm whether the Incident is or is not an Acknowledged Incident.
Agreement		Means this iText Dito Support and Maintenance Agreement, together with any exhibits or schedules attached thereto.
Business Day		Means Monday till Friday, from 9 am to 5 pm Belgian time (CET) (working hours), excluding weekends, Belgian public holidays and any days on which most Belgian banks are not open for business.
Hotfix		Means a single, cumulative package that includes information used to address an Incident or a bug.
Incident		Means any bug, error, flaw, failure, malfunction or issue in the Software or add-on(s) that You shall have reported to ISC and that prevents the Software or add-on(s) from operating in accordance with the operating specifications in the then-current documentation for the Software or add-on(s).
Initial Response Time		Means the Time within which ISC confirms receipt of any Incident reported to it by You, mentioning the registration number in ISC's online support system (JIRA), if necessary, asking for clarification, documentation, description or additional information from You and, if possible, identifying the person dedicated to delivering technical support.
License Agreement		Means the iText Dito Software License Agreement entered into between ISC and You, together with any addenda, exhibits or schedules attached thereto.
Software		Means the closed source and proprietary iText Dito software as licensed by ISC under this Agreement, together with any updates or Upgrades.

SSCCE		Means a Short, Self Contained, Correct Example that can be used by ISC to reproduce the error, flaw, failure, malfunction or issue in the Software or add-on(s) that You reported to ISC.
Time		Means a number of Business Days as mentioned in the Acknowledged Incident Severity Level metrics below under section 3.
Upgrade		Means a material change or revision of the Software designated by an increase of the first or second number of a specific Software version (e.g. from version 7.1.5 to 7.2.1 or 7.1.5 to 8.1.1).

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

Unless otherwise defined hereunder, all other capitalized terms or words shall have the meaning set forth in the License Agreement.

2. SUPPORT AND MAINTENANCE SERVICES

2.1. SERVICES. After Your full up-front payment of the Support and Maintenance Fees and without prejudice to the provisions of the License Agreement, ISC, or a third party appointed by ISC, shall provide You with the agreed upon Support and Maintenance Services during the term of this Agreement. ISC shall only provide Support and Maintenance Services for the latest Upgrade of the Software and for the release immediately preceding such last Upgrade. Support and Maintenance Services with regard to such second to last release may be discontinued by ISC twelve (12) months following the commercial availability of the latest Upgrade or twelve (12) months following ISC's notification of the commercial retirement of an add-on (i.e. when no further Upgrades for the add-on shall be made available).

2.2. EXCLUSIONS AND RESTRICTIONS. ISC shall have no obligation of any kind to provide Support and Maintenance Services for issues or problems of any kind caused by or arising out of any of the following circumstances: (i) accidents, hardware malfunction, abuse or improper use; (ii) Your own negligence or fault or breach of the License Agreement; (iii) modifications or alterations to the Software or add-on(s) not made by ISC or made without ISC's prior written consent; (iv) use of the Software or add-on(s) not authorized in the License Agreement or other than in accordance with the operating specifications described in the then-current documentation for the Software or add-on(s); (v) the installation of hardware, drivers or software not compatible with the Software or add-on(s) or not supported by ISC or for which ISC is not responsible under this Agreement; (vi) issues regarding the interoperability of the Software or add-on(s) with any third party products or (vii) issues based on sources of input that are initially foreseen to not adhere to the operating specifications in the then-current documentation for the Software or add-on(s). Unless otherwise agreed in writing, Support and Maintenance Services shall be delivered in English. Support and Maintenance Services will be provided by ISC through its Belgian affiliate company iText Software BVBA via e-mail and web portal (JIRA) and only on Business Days.

2.3. SUPPORT AND MAINTENANCE FEES. The delivery of Support and Maintenance Services is subject to You having fully paid up the Support and Maintenance Fees in accordance with the terms and conditions specified in the invoice provided by ISC. You may not withhold or suspend payment of fees due and payable under the License Agreement on the basis of ISC's performance or completion of the Support and Maintenance Services. Unless otherwise stated or agreed upon, the Support and Maintenance Fees for any renewal period shall be at ISC's then-prevailing price. In case you enter into several License Agreements, combining multiple license types, the Support and Maintenance Fees will be pro-rated so that the coverage periods for the several licenses covered by this Agreement will coincide.

3. SUPPORT

3.1. SUBMITTING INCIDENTS. In order to obtain technical support covered by this Agreement, You have to report the issue or problem to ISC using the contact form provided by ISC or the online input screen on ISC's online support system (JIRA) (contact details are mentioned hereunder in section 6) and following the support procedure and guidelines set forth in Exhibit I to this Agreement. Within the Initial Response Time, ISC shall confirm receipt by e-mail, mention the JIRA registration number, if necessary, ask You for clarification, documentation, description or additional information and, if possible, identify the person (support engineer of ISC) dedicated to delivering technical support. Support will be provided by ISC solely to the authorized

individuals designated by You and who are qualified and trained on the Software or add-on(s). You will be asked to designate a maximum of three authorized support contacts.

3.2. ACKNOWLEDGED INCIDENTS. Technical support will only be provided by ISC for Acknowledged Incidents. ISC shall inform You if the issue or problem for which support was requested, does not relate or is not inherent to the Software or add-on(s) or is not covered by the Agreement, including the issues or problems listed under section 2.2 of this Agreement.

3.3. ACKNOWLEDGED INCIDENT SEVERITY LEVELS. ISC prioritizes which Acknowledged Incidents have to be fixed first based on the following Severity Levels:

Severity Level 1 – "Blocker"	Severity Level 1 involves Acknowledged Incidents where there is data loss or one or more of the following occurs, for which no reasonable workaround is immediately available: (i) the Software or add-on is inoperative or its capability, functionality and/or performance is severely degraded or (ii) frequent failures make the Software or add-on unreliable. ISC provides maximum effort and expert level technical support for handling these most severe problems. Blockers require You to be available on an on-going basis. This Severity Level includes, without limitation, Acknowledged Incidents that may be resolved through an update or a Hotfix.
Severity Level 2 – "Critical"	Severity Level 2 involves Acknowledged Incidents where one or more of the following occurs: (i) the Software or add-on is operable, but a major feature of the Software or add-on is unavailable for which no reasonable workaround is immediately available, (ii) the Software or add-on has moderately degraded functional capability/performance, (iii) a Blocker for which a commercially reasonable workaround is available.
Severity Level 3 – "Major"	Severity Level 3 involves Acknowledged Incidents where on or more of the following occurs: (i) the Software or add-on is operable, but a feature of the Software or add-on is unavailable, for which a commercially reasonable workaround is immediately available, (ii) the Software or add-on has minor degraded functional capability/performance or (iii) a Critical Acknowledged Incident for which a commercially reasonable workaround is immediately available.
Severity Level 4 – "Minor"	Severity Level 4 involves Acknowledged Incidents where the Software or add-on is operational and there is no significant impact as to use or functionality of the Software or add-on.

When submitting Incidents, You shall have to indicate the Severity Level that You believe may be applicable. In each case, however, the Severity Level shall be deemed to be the Severity Level that ISC determines in its sole discretion.

3.4. INITIAL RESPONSE AND ACKNOWLEDGEMENT TIME

Severity Level	Initial Response Time	Acknowledgement Time
Blocker	1 Business Day	3 Business Days
Critical	2 Business Days	3 Business Days
Major	2 Business Days	5 Business Days
Minor	5 Business Days	30 Business Days

3.5.   TECHNICAL SUPPORT

3.5.1. <u>Resolution</u>. If ISC, in its sole discretion, has determined that there is an Acknowledged Incident and after the applicable Acknowledged Incident Severity Level has been determined, it shall, without prejudice to section 2.2. of this Agreement, use commercially reasonable efforts to find a reasonable solution for the Acknowledged Incident or to provide a reasonable workaround for the Acknowledged Incident. If possible, each individual issue or problem reported to ISC shall be tracked from initial report or submission through final resolution according to the terms and conditions of this Agreement. A single Acknowledged Incident may involve multiple technical support rounds provided by ISC. The Time within which ISC estimates to find a reasonable solution or to provide a reasonable workaround depends on the Acknowledged Incident being simple or complex as specified hereunder.

3.5.2. <u>Simple vs. complex Acknowledged Incidents</u>. In order to provide adequate technical support, ISC distinguishes simple from complex Acknowledged Incidents. Simple Acknowledged Incidents can be resolved by ISC within a relatively short time period as from the expiration of the Acknowledgement Time, using its existing resources such as [book "iText in action", existing code samples, API documentation, the operating specifications in the then-current documentation for the Software or add-on(s)]. Complex Acknowledged Incidents cannot be resolved through ISC's existing resources, require more time and more elaborate technical support.

3.5.3. <u>Issues or problems not covered by this Agreement</u>. Unless otherwise agreed upon and without prejudice to section 2.2 of this Agreement, ISC shall have no obligation of any kind to provide any technical support for the following issues or problems: (i) standard enhancement requests, (ii) general "how to" questions dealing with the Portable Document Format (PDF) in general, the Java programming language or the C# programming language, (iii) (generic or specific) feature requests (i.e. questions regarding specific functionalities that can be added to the Software or add-on(s)), (iv) questions not related to the Software or add-on(s) or (v) requests for research and development support.

3.5.4. <u>Your obligations</u>. Prior to requesting technical support under this Agreement, You must first attempt to resolve the problem Yourself. After requesting technical support, You shall provide ISC with all information it requests in order to Acknowledge the problem and/or resolve the Incident, such as a SSCCE or a detailed description of the problem, the operating environment in which the problem occurred and the expected results and any necessary information. If the Incident cannot easily be reproduced, ISC can ask for a SSCCE that can be compiled and executed on ISC's own systems. As long as the SSCCE requested by ISC has not been provided or if the information requested by ISC is not provided by You, it may prevent ISC from Acknowledging and resolving the Incident.

4.   MAINTENANCE

4.1.   UPDATES. If, as, and when available and without prejudice to the provisions in the License Agreement, ISC shall provide or make available to You an update of the licensed version of the Software or add-on(s) in order to allow You to continue using the Software or add-on(s). ISC shall notify You if updates are available.

4.2.   UPGRADES. If, as, and when available and without prejudice to the provisions of the License Agreement, ISC shall provide or make available to You an Upgrade of the licensed version of the Software or add-on(s) in order to allow You to continue using the Software or add-on(s). ISC shall notify You if Upgrades are available. Upgrades do not include separate or different products marketed by ISC for which You do not already have a license. Such products are subject to separate agreements.

5.   TERM

5.1.   TERM. Unless stated or agreed upon otherwise in writing and without prejudice to section 2.1, this Agreement is effective as from the date You execute this Agreement, submit a purchase order, make any payment for or accept any Support and Maintenance Services and shall remain in effect for a period of one (1) year thereafter. Any renewal of this Agreement shall be agreed upon in writing. In no case, shall this Agreement be renewed automatically. This Agreement shall automatically terminate when the License Agreement is terminated for whatever reason (if only the add-on(s) license agreement addendum is terminated, then this Agreement shall continue in effect for the Software only). Support and Maintenance Fees will be non-refundable once paid.

5.2.   LAPSE OF COVERAGE. In the event that coverage for Support and Maintenance Services lapses as a result of Your non-payment, ISC shall have no obligation of any kind to renew coverage for Support and Maintenance Services. Any renewal shall require payment to ISC of a reinstatement fee equal of one hundred fifty percent

(150%) of the sum of the Support and Maintenance Fees for any previously unpaid contract period(s) plus full payment for the pending annual period.

5.3.   TERMINATION FOR CAUSE. ISC may terminate, effective immediately by serving notice by registered letter, this Agreement for cause if You breach any material provision of this Agreement (including, without limitation, any failure to pay) and do not cure the breach within thirty (30) days after receiving written notice thereof. No thirty (30) days cure period will need to be respected by ISC for a breach which by its nature cannot be cured.

6.   CONTACT

The ISC Helpdesk can be contacted as follows:
- E-mail: support@itextpdf.com
- Online support system JIRA: http://jira.itextsupport.com/

7.   MISCELLANEOUS

7.1.   NOTICES. All notices, consents and other communications under this Agreement must be made in writing in English and shall be deemed to have been received on the earlier of the date of actual receipt or the third US business day after being sent by registered mail. ISC's address for notices is its registered office as provided on its website, att. general counsel. A simultaneous e-mail courtesy copy must be sent to legal@itextpdf.com. Your address for notices is the address set forth in the preamble of this Agreement. Both ISC and You may communicate a new address for notices by serving notice thereof in accordance with the provisions of this section 7.1.

7.2.   ASSIGNMENT. Company may not assign or delegate this Agreement or any or all of its rights or obligations thereunder, in whole or in part, by operation of law or otherwise, to any party or entity without the prior written consent of ISC, which shall not be unreasonably withheld.

7.3.   GOVERNING LAW AND JURISDICTION. This Agreement is governed by and shall be construed and interpreted in accordance with New York law and controlling US federal law and no effect shall be given to any other choice of law or any conflict of laws rules or provisions (US, foreign or international) that could cause other laws than New York law and controlling US federal law to be applicable. The application of the UN Convention on the Sale of Goods is excluded. The Parties consent to the exclusive jurisdiction of the courts of Suffolk County, Massachusetts and agree that all actions or proceedings relating to this Agreement shall be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any action proceeding in such court.

7.4.   CLOSING PROVISIONS

    i.   No modification of this Agreement and no waiver of any breach thereof, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. 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.

    ii.   Any invalidity or unenforceability of any term of this Agreement shall not affect the other terms thereof.

    iii.   Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than a failure to pay amounts due) as a result of a cause beyond its control, including any natural calamity, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, disruption or outage of communications, power or other utility, failure to perform by any supplier or other third party, or other cause which could not have been prevented with reasonable care (each, a "Force Majeure Event"). In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of a Force Majeure Event, the party that has been so effected shall immediately give notice to the other party and shall do everything possible to overcome and mitigate the cause of the defaults or delays as promptly as possible in order to resume its performance.

    iv.   All provisions in this Agreement that are intended to have effect thereafter, will survive termination of this Agreement.

    v.   This Agreement may be executed in any number of counterparts and when so executed, all of such counterparts shall constitute a single instrument binding upon all parties notwithstanding the fact that

all parties are not signatory to the original or to the same counterpart. Execution and delivery of the Agreement may be evidenced by facsimile transmission, by file(s) in Portable Document Format attached to email communications or by click consent.

Authorized by iText Software Corp.
[insert date]

Exhibit I

Support Procedures and Guidelines

When submitting Incidents to ISC, You shall follow the following procedures and guidelines:

- **Fully describe the Incident**.

  You must include all details reasonably needed for ISC to address the Incident.

- **Include the iText Software version.**

  You must indicate what versions of the Software You are using (e.g. iText Core Library, XFA Worker, XML Worker, version 7.1.1).

- **Include in which environment the Software is used.**

  You must indicate if the Software is used within a Windows, Linux, Apple (Mac) or other environment.

  If this is the Java version of iText, You must indicate which JVM You are using; HotSpot (Oracle), HotSpot (OpenJDK), J9 (IBM), or which other.

  If this is the .NET version of iText, You must indicate which .NET Framework.

  You must indicate if Your machine is 32 bit or 64 bit.

- **Provide input documents.**

  You must include available PDF's, HTML (and CSS), XFA templates and images (e.g. error screenshots) relevant for ISC addressing the Incident. Upon ISC's request, You shall include such additional input documents as requested by ISC.

- **Provide code.**

  Upon ISC's request You must provide relevant code samples allowing ISC to reproduce the Incident You have reported.

- **Include an optional access list.**

  There may be times that You would like Your other iText Support Users to have access to the ticket.