

ITEXT DITO SOFTWARE LICENSE AGREEMENT

This Agreement is entered into between iText Software Corp., with offices at 265 Medford St, Suite 500, Somerville MA 02143, United States (“ISC”) and [insert licensee name and corporation type] (“Company”), [insert licensee’s registered office address], [insert state/country] for the purpose of granting Company a license governed by this Agreement.

1. DEFINITIONS

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

Agreement		Means this iText DITO Software License Agreement, together with any exhibits or schedules attached thereto.
End User		Means a person who actually uses the Software as an end user and not in any other capacity (e.g. not as a distributor, reseller, host, installer, administrator, etc.).
License Key		Means a software key embedded in the Software.
Permitted Devices		Means Company’s Servers, including internal or private cloud Servers (including hosted Servers).
Server / Instance		Means a device, instance, virtual machine or container where users can deploy one or more applications, either in a production or non-production environment.
Software		Means the closed source and proprietary iText DITO software as licensed by ISC under this Agreement, together with any updates or Upgrades.
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 1.2.4 to 1.3.0 or 1.5.8 to 2.0.0).

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

2. LICENSE

2.1. A license under this Agreement grants Company a limited-scope, non-exclusive, non-transferable, non-sublicensable, strictly personal, fee bearing and worldwide license to install the Software on Company’s Permitted Devices and to use the Software as an End User. Under this Agreement, Company may grant third parties, including its affiliates and customers, to access and use the Software on Company’s Permitted Devices as an End User. Upgrades are included within licenses for which Company is entitled to support services in accordance with section 6 below.

2.2. License rights under section 2.1 are available:

(i) Under a volume licensing model.

Volume licenses are granted for an unlimited number of users and templates, are renewed on an annual basis. Licensed per document generated.

(ii) Under a perpetual license model.

At least one license per lowest level of Server is required. (E.g. Three system virtual machines running on one physical server will require three separate Server licenses). Perpetual licenses are granted for an unlimited number of users and templates and for an unlimited time.

2.3. Company may not:

(a) Copy the Software, except as required for installing or using it in accordance with the Terms.

- (b) Modify or reverse engineer the Software.
- (c) Access or attempt to access the Software through any other means than the interfaces provided by ISC.
- (d) Sublicense or resell the Software.
- (e) Block, disable or circumvent any digital rights management system or system restricting access or use of the Software.
- (f) Block, disable, circumvent or tamper with any remote access or automated disabling mechanism included in the Software.
- (g) Remove, disable, circumvent or tamper with the License Key.

2.4 The number and type of license(s) granted to Company under this Agreement (e.g. production or non-production, volume license or perpetual license) is confirmed in ISC's invoice or quote, as accepted by Company.

3. DOCUMENTATION

ISC shall provide or make available to Company online (currently via [iText DITO Whitepaper](#)) documentation for the Software without charge, including instructions or operations manuals, if, when, and as same shall become available.

4. LICENSE FEE

Company's rights under this Agreement are conditional to the timely and complete payment of the applicable license fees. The applicable license fee shall be confirmed by ISC through its quote, as accepted by Company in writing.

5. INTELLECTUAL PROPERTY RIGHTS

The Software and any intellectual property rights in and to the Software, shall at all times remain with ISC and/or its licensors. In the event that ISC obtains or is granted additional intellectual property rights (e.g. a patent) relating to the Software or its use or the combined use of the Software with any other software, system, business method, process or product, this Agreement shall automatically grant Company the further use of the Software under the Terms notwithstanding the protection obtained under any such additional intellectual property rights. Company may not remove, erase or tamper with any copyright or proprietary notice printed or stamped on, affixed to, or encoded or recorded in the Software.

6. SUPPORT SERVICES

Support services are exclusively governed by the terms and conditions that are available via <https://itextpdf.com/en/resources/media/files/support-and-maintenance-agreement-americas>, or subsequent website. Volume based licenses include support services during their term. Perpetual licenses include support services during the first twelve months of the license, afterwards an extension of support services may be purchased on an annual basis.

7. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY

7.1. WARRANTIES AND REPRESENTATIONS

7.1.1. Both Company and ISC represent and warrant to the other that (a) the execution, delivery and performance of this Agreement is within its powers and has been duly authorized by all necessary action by Company or ISC, as the case may be, and (b) that the execution, delivery and performance of this Agreement will not violate any agreement to which Company or ISC are, as the case may be, bound.

7.1.2. ISC warrants and represents that there are no pending third party claims related to the Software, and that to its knowledge none are threatened.

7.2. DISCLAIMERS OF WARRANTY

7.2.1. ISC ONLY PROVIDES THE WARRANTIES EXPLICITLY SET FORTH IN THIS AGREEMENT. ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, ARE DISCLAIMED, INCLUDING ANY IMPLIED WARRANTIES OF NON-INTERFERENCE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, QUALITY, SYSTEM

INTEGRATION AND FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE, DOCUMENTATION, UPDATES, UPGRADES AND SUPPORT ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". WARRANTIES THAT ARE GIVEN ARE SOLELY FOR COMPANY'S BENEFIT AND NOT FOR THE BENEFIT OF ANY THIRD PARTY.

7.2.2. ALL REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS AGREEMENT, INCLUDING ISC'S UNDERTAKING IN SECTION 8, SHALL AUTOMATICALLY CEASE TO APPLY FOR A SPECIFIC SOFTWARE RELEASE TWELVE (12) MONTHS FOLLOWING THE COMMERCIAL RELEASE OF THE LATEST UPGRADE FOR SUCH RELEASE.

7.3. LIMITATION OF LIABILITY

THE LIMITATION OF LIABILITY AND EXCLUSIONS OF CERTAIN DAMAGES STATED HEREIN SHALL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. TO THE EXTENT NOT PROHIBITED BY MANDATORY LAW, AND EXCEPT FOR THE SITUATION OF WILLFUL MISCONDUCT OR FRAUD, NEITHER PARTY SHALL BE LIABLE FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, OR ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING SUCH DAMAGES ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF CONTRACT, TORT OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE LIABLE PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. ISC'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE LICENSED SOFTWARE OR PROPRIETARY ITEMS SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE FEES PAID UNDER THIS AGREEMENT TO ISC. THIS SECTION 7.3 DOES NOT LIMIT ISC'S UNDERTAKING PURSUANT TO SECTION 8.

8. REMEDIES

8.1. ISC shall defend and hold Company, its directors, management and employees harmless and will defend or settle any claim, suit or proceeding brought against Company, its directors, management and employees that is based upon the allegation that the Software infringes upon a third party's intellectual property or other proprietary right ("Claim") but only to the extent that the Claim is directly based upon the Software itself (and for example not on Company's unauthorized use or changes). The foregoing undertaking of ISC is conditioned upon Company notifying ISC in writing immediately and at the latest within twenty (20) days after receiving actionable notice of a Claim. Company shall provide to ISC at reasonable cost such assistance and cooperation as ISC may reasonably request from time to time in connection with the defence of the Claim. ISC shall have sole control over the defence of any Claim including, without limitation, the selection of counsel. Company may, at its cost, retain separate counsel and participate in the defence or settlement negotiations. ISC may settle any Claim at any terms it deems acceptable provided that ISC may not recognize any liability on Company's behalf without having obtained its prior written consent.

8.2. If the Software or its use becomes the subject of a Claim or its use is enjoined, or if in the opinion of ISC the Software is likely to become the subject of a Claim, ISC shall attempt to resolve the Claim by using commercially reasonable efforts to modify the Software or obtain a license to continue using the Software. If in the opinion of ISC, the Claim, the injunction or potential Claim cannot be resolved through reasonable modification or licensing, ISC, at its own discretion, may terminate this Agreement. In case of termination in accordance with this section 8.2 and without prejudice to section 8.2, ISC will have no other obligation than to refund Company for the remaining period of the then-current license term on a prorated basis.

9. TERM

License rights under this Agreement are granted as follows:

- Volume licenses are granted on an annual subscription basis and will commence on the date of Company's payment of the applicable license fee and will terminate 12 (twelve) months thereafter. If ISC provides Company with a License Key prior to Company's payment, then Company's license rights will commence at that time, conditional however to Company's timely payment of ISC's relevant invoice.
- Perpetual licenses are granted for an unlimited time and will commence on the date of Company's payment of the applicable license fee. If ISC provides Company with a License Key prior to Company's payment, then Company's license rights will commence at that time, conditional however to Company's timely payment of ISC's relevant invoice.

10. MISCELLANEOUS

- 10.1. 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 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. Company's address for notices is the address set forth in the preamble of this Agreement. Both ISC and Company may communicate a new address for notices by serving notice thereof in accordance with the provisions of this section 10.1.
- 10.2. 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.
- 10.3. AUDIT. During the term of this Agreement and not more than once per calendar year, Company will permit ISC, its representatives or a third party appointed by ISC, solely to audit Company's compliance with this Agreement. ISC will give Company at least fifteen (15) 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 Company's normal operations. Company shall render all necessary assistance and cooperation to facilitate such audit and will grant access to any records, servers, archives and computers that relate to the use of the Software. Costs of inspections will be at ISC's charge unless such inspections allow to conclude that Company has provided information to ISC that is materially incorrect or incomplete.
- 10.4. PRESS RELEASE AND MARKETING
- Upon executing this Agreement and upon having obtained Company's prior written agreement, ISC may reference Company as a customer on its website or in any marketing materials, by using Company's (trade) name, trademark, logo or symbol. If Company grants access to do any of the foregoing, it may at any time and at its discretion revoke its consent by giving written notice thereof to ISC. In such case, ISC will forthwith delete any reference to Company from any marketing materials in its possession or under its control.
- 10.5. 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.
- 10.6. CLOSING PROVISIONS
- i. This Agreement reflects 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.
 - ii. 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.
 - iii. Any invalidity or unenforceability of any term of this Agreement shall not affect the other terms thereof.
 - iv. 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.

- v. All provisions in this Agreement that are intended to have effect thereafter, will survive termination of this Agreement.
- vi. Company shall not, directly or indirectly, export, re-export, or transfer (to the extent permitted by this Agreement) the Software or any components or copies thereof in such a manner as to violate the export laws and regulations of the United States which are in effect from time to time.
- vii. 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.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the Effective Date by the undersigned duly authorized representatives:

iText Software Corp.

Represented by:

[Include title]

[Include date]

Company

Represented by:

[Include title]

[Include date]