iText SUPPORT AND MAINTENANCE TERMS
Last Updated: November 18, 2020

These iText Support and Maintenance Terms (these "Support Terms") describe the terms and conditions under which ISA provides Support Services for the Software licensed by Licensee pursuant to the License Agreement (capitalized terms are as defined in Section 1 below). These Support Terms are incorporated into and made a part of the License Agreement. In the event of a conflict between these Support Terms and the Agreement, the terms of these Support Terms shall control with respect to the Support Services provided hereunder.

ISA MAY, AT ANY TIME, AMEND THESE SUPPORT TERMS IN ITS SOLE DISCRETION BY POSTING THE UPDATED SUPPORT TERMS AT HTTPS://ITEXTPDF.COM/EN/RESOURCES/MEDIA/FILES/SUPPORT-AND-MAINTENANCE-AGREEMENT-AMERICAS OR A SUCCESSOR WEBSITE. THE DATE OF LAST MODIFICATION IS STATED ABOVE. ISA WILL PROVIDE LICENSEE WITH NOTICE IF ANY CHANGES THAT MATERIALLY REDUCE THE SUPPORT SERVICES. LICENSEE MAY OBJECT TO ANY CHANGES BY INFORMING ISA THEREOF IN WRITING WITHIN 30 DAYS FOLLOWING THE DATE OF NOTICE OF A MATERIAL REDUCTION IN SUPPORT SERVICES (OR, IF THE CHANGES DO NOT CONSTITUTE A MATERIAL REDUCTION, WITHIN 30 DATES FOLLOWING THE DATE OF POSTING), IF LICENSEE PROVIDES NOTICE OF OBJECTION, THEN THE CHANGES WILL NOT APPLY TO LICENSEE DURING THE REMAINDER OF LICENSEE'S THEN-CURRENT SUPPORT TERM (NOT INCLUDING ANY RENEWALS THEREOF).

1. **DEFINITIONS**. When used in these Support Terms, the following defined terms have the following meanings:

"Acknowledged Incident" means any single, verifiable and reproducible (i.e., recreatable by ISA on its own systems) Incident that ISA acknowledges as being inherent to the Software and otherwise eligible for Technical Support.

"Acknowledgement Time" means the Time within which ISA confirms whether an Incident is or is not an Acknowledged Incident.

"Business Day" means Monday through Friday, from 9 am to 5 pm Central European Time (CET) (working hours), excluding 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.

"Incident" means any bug, error, flaw, failure, malfunction or issue in the Software that prevents the Software from operating in accordance with the applicable Documentation for the Software.

"Initial Response Time" means the Time within which ISA confirms receipt of a Support Request.

"License Agreement" means the license agreement entered into between ISA and Licensee for the applicable Software that references or incorporates these Support Terms.

"License Fees" has the meaning set forth in the License Agreement.

"Licensee" means the individual or entity specified on the applicable Order Form on whose behalf the Software (if applicable) were lawfully licensed from ISA.

"Maintenance" means the Upgrades and Updates provided by ISA to Licensee as described in Section 4.

"Software" and, if applicable, "Add-On(s)" have the meaning set forth in the applicable License Agreement.

"SSCCE" means a Short, Self-Contained, Correct Example that can be used by ISA to reproduce the error, flaw, failure, malfunction or issue in the Software that Licensee reported to ISA.

"Support Fees" means the applicable support fees set forth on the applicable Order Form if Licensee has obtained an Instance Perpetual License and/or Standard OEM License for the Software.

"Support Request" has the meaning given to such term in Section 3.1.

"Support Services" means the Technical Support and/or Maintenance provided by ISA to Licensee under these Support Terms.

"Support Term" means (i) the License Term (including any renewals thereof), if Licensee has obtained an Instance Subscription License and/or a Volume Subscription License for the Software, or (ii) the applicable support term set forth on the applicable Order Form, including any renewals thereof, if License has obtained an Instance Perpetual License and/or Standard OEM License for the Software.

"Technical Support" means the remote technical support services provided by ISA to Licensee under these Support Terms.

"Time" means the number of Business Days specified in Section 3.5 for the Initial Response Time and/or Acknowledgment Time, as applicable.

"Update" means any error correction, change, modification, revision or enhancement of the Software which is designated by an increase of the last number of a specific 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 Software which is 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 are deemed followed by the words "without limitation". Unless otherwise defined in these Support Terms, capitalized terms have the meaning set forth in the License Agreement.

2.   SUPPORT SERVICES

2.1. **SCOPE AND COVERAGE**. Subject to these Support Terms and the terms and conditions of the License Agreement (including payment of applicable fees), ISA shall use commercially reasonable efforts to provide Licensee with Support Services (over the internet through ISA's online support portal (JIRA)) during the Support Term. ISA shall only provide Support Services for the current version of the Software and for the immediately preceding Upgrade released for the Software. ISA reserves the right, in its sole discretion, to discontinue Support Services for any immediately preceding Upgrade 12 months following the commercial availability of the current version of the Software or 12 months following ISA's notification of the commercial retirement of an Add-On (i.e. when no further Upgrades for the Add-On are made available). Unless otherwise agreed in writing, ISA will deliver Support Services in English and on Business Days, and may provide Support Services through any of its subcontractors or affiliates.

2.2. **EXCLUSIONS**. ISA shall have no obligation of any kind to provide Support Services for any Incidents or other issues or problems of any kind caused by or arising out of any of the following circumstances (collectively, "Exclusions"): (i) accidents, hardware malfunction, abuse or improper use; (ii) Licensee's or its personnel's negligence or fault or breach of the License Agreement or these Support Terms; (iii) modifications or alterations to the Software not made by ISA or expressly authorized by ISA in writing; (iv) use of the Software not authorized in the License Agreement or other than in accordance with the applicable Documentation for the Software; (v) the installation and/or use of hardware, drivers or software not compatible with the Software or not supported by ISA or for which ISA is not responsible under these Support Terms; (vi) issues regarding the interoperability of the Software with any third party products; (vii) issues based on sources of input that are initially foreseen to not adhere to the applicable Documentation for the Software; (viii) Licensee's failure to install and implement the most recent Upgrade of the Software and/ made available to it by ISA.

2.3. **SUPPORT FEES**. Unless the License Agreement expressly states that support is included without additional cost beyond payment of License Fees, Licensee shall pay Support Fees in accordance with terms set forth in the License Agreement or the applicable Order Form. Licensee may not withhold or suspend payment of Support Fees (or any portion thereof) based on ISA's performance or completion of Support Services. Unless otherwise expressly agreed by ISA in writing, the Support Fees for any renewal period will be at ISA's then-prevailing price. Unless otherwise expressly agreed by ISA, Support Fees are non-refundable once paid.

3.   TECHNICAL SUPPORT

3.1. **SUPPORT REQUESTS**. Licensee must report Incidents to ISA to request Technical Support (a "Support Request") by submitting the Support Request through ISA's online support system (JIRA) available at http://jira.itextsupport.com/, and in accordance with the support procedure and guidelines set forth in Exhibit I to these Support Terms. ISA shall provide Technical Support solely to the authorized individuals designated by Licensee and who are qualified and trained on the Software. Licensee may designate a maximum of three authorized support contacts. Additional support contacts must be approved by ISA in its sole discretion and may be subject to additional Support Fees.

3.2. **INITIAL RESPONSE TIME**. Within the Initial Response Time, ISA will use reasonable efforts to (i) confirm receipt of the Support Request by e-mail, (ii) provide the JIRA registration number, (ii) if possible, identify the support engineer or other designated ICS personnel that will provide the Technical Support to Licensee, and (iv) request any necessary clarification, documentation, description or additional information relating to the Incident.

3.3. **ACKNOWLEDGED INCIDENTS**. Technical Support will only be provided by ISA for Acknowledged Incidents. ISA shall inform Licensee if the Incident specified in the Support Request, does not relate or is not inherent to the Software, or is an Out-of-Scope Issue, or is not otherwise covered by these Support Terms.

3.4. **ACKNOWLEDGED INCIDENT SEVERITY LEVELS**. ISA prioritizes the resolution of Acknowledged Incidents 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 noreasonable workaround is immediately available: (i) the Software or is inoperative or its capability, functionality and/or performance is severely degraded or (ii) frequent failures make the Software or unreliable.
	ISA provides maximum effort and expert level Technical Support for handling these most severe problems. Blockers require Licensee 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 is operable, but a major feature of the Software or is unavailable for which no reasonable workaround is immediately available, (ii) the Software or 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 is operable, but a feature of the Software or is unavailable, for which a commercially reasonable workaround is immediately available, (ii) the Software or has minor degraded functional capability/performance or (iii) a Critical Acknowledged Incident for which a commercially reasonable workaround is immediately
Severity Level 4 — "Minor"	Severity Level 4 involves Acknowledged Incidents where the Software or is operational and there is no significant impact as to use or functionality of the Software or .

When submitting a Support Request, Licensee shall indicate the Severity Level that Licensee reasonably believes is applicable for the Incident; provided, however, that the Severity Level for each Acknowledged Incident will be ultimately determined by ISA in its sole discretion.

3.5. 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

3.6. RESOLUTION

3.6.1.   Resolution. If ISA, in its sole discretion, has determined that there is an Acknowledged Incident and after the applicable Acknowledged Incident Severity Level has been determined, ISA shall use commercially reasonable efforts to find a reasonable solution for the Acknowledged Incident or to provide a reasonable workaround for the Acknowledged Incident. ISA shall use commercially reasonable efforts to track each individual Acknowledged Incident from initial the Support Request through final resolution. A single Acknowledged Incident may involve multiple rounds of Technical Support. The Time within which ISA estimates to find a reasonable solution or to provide a reasonable workaround depends on the Acknowledged Incident being simple or complex as set forth in Section 3.5.2.

3.6.2.   Simple vs. Complex Acknowledged Incidents. To provide appropriate Technical Support, ISA distinguishes simple from complex Acknowledged Incidents. Simple Acknowledged Incidents can be resolved by ISA 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 applicable Documentation for the Software. Complex Acknowledged Incidents cannot be resolved through ISA's existing resources, require more time and more elaborate Technical Support.

3.7. **OUT-OF-SCOPE ISSUES**. Unless otherwise agreed upon and without prejudice to Section 2.2 of these Support Terms, ISA shall have no obligation of any kind to provide any Technical Support for the following issues or problems (collectively, "Out-of-Scope Issues"): (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; (iv) questions not related to the Software; (v) requests for research and development support; and/or (vi) Exclusions. If Licensee requests, and ISA agrees to provide, technical assistance or support for any Out-of-Scope Issue, Licensee acknowledges and agrees that such technical assistance or support will be subject to additional fees at ISA's then-current time and material rates.

3.8. **LICENSEE'S OBLIGATIONS**. Prior to submitting a Support Request, Licensee must first attempt to resolve the Incident independently. Licensee shall provide ISA with all the necessary support and information requested by ISA to acknowledge an Incident and/or resolve the Acknowledged Incident, including, but not limited to: (i) identify, document and report each Incident necessitating Technical Support, including a detailed description of the Incident and the operating environment in which the Incident occurred, and, if requested by ISA, supply ISA with such documentation; (ii) provide reasonable assistance necessary to demonstrate and allow ISA to diagnose the Incident; (iii) execute reasonable diagnostic routines in accordance with instructions provided by ISA and inform ISA of the results of such tests; (iv) provide ISA with full access to the Software and for diagnostic and service purposes, including remote access (such as VPN access); (v) implement each Update, Hotfix or other solution to such Incident provided by ISA; and (vi) if the Incident cannot easily be reproduced, provide ISA (at its request) a SSCCE that can be compiled and executed on ISA's own systems. ISA is not liable or responsible for delays in acknowledging an Incident and/or resolving an Acknowledged Incident or otherwise providing Support Services resulting from Licensee's or any of its employees, contractors, or agents failure to comply with its obligations.

4.   **MAINTENANCE**. Subject to these Support Terms, ISA shall provide or make available to Licensee Updates and Upgrades, when and if they become generally available. Upgrades are included in the Support Fees; provided that, 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. ISA shall use reasonable efforts to notify Licensee when Updates and/or Upgrades are available.

5.   **TERM; TERMINATION**

5.1. **TERM**. Unless earlier terminated as set forth in this Section 5, these Support Terms are effective and shall continue for the Support Term. If Licensee has purchased Support Services for use of the Software under an Instance Perpetual License and/or Standard OEM License, then any renewal of the Support Term must be agreed upon in writing; provided that, in no case, will the Support Term be

renewed automatically. These Support Terms automatically terminate upon expiration or termination of the License Agreement, for whatever reason; provided that, if only the license to particular Software is terminated, then these Support Terms will continue in effect for the Software for the remainder of the term of the License Agreement. Support Fees are non-refundable once paid.

5.2. **LAPSE OF COVERAGE**. Licensee acknowledges and agrees that, if coverage for Support Services lapses for any reason (a "Lapse of Coverage") with respect to any particular Software, ISA shall have no obligation of any kind to reinstate coverage for the Support Services for such Software. Reinstatement of Support Services following any Lapse of Coverage is subject to ISA's written approval (which may be withheld in its sole discretion) and subject to Licensee's payment to ISA of a reinstatement fee equal to 150% of the sum of the Support Fees for any previously unpaid contract period(s) plus full payment for the pending annual period.

5.3. **TERMINATION**. Either party may terminate these Support Terms in accordance with the termination provisions set forth in the License Agreement. In addition, ISA may limit or terminate Support Services if Licensee uses the Support Services in an improper, abusive, or fraudulent manner, as determined by ISA in its reasonable discretion. Examples of such use include a high number of calls that concern previously resolved Incidents, repeated requests for Technical Support for questions to which the answer is readily found in the Documentation and any inquiries or requests relating to issues that are not related to the Support Services.

6. DISCLAIMER. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN THE LICENSE AGREEMENT, THE SOFTWARE, DOCUMENTATION, SUPPORT SERVICES AND ANY OTHER MATERIALS PROVIDED BY ISA HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS.ISA DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES RELATING TO THE SOFTWARE, DOCUMENTATION, SUPPORT SERVICES AND ANY OTHER MATERIALS AND/OR RECOMMENDATIONS PROVIDED BY ISA HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE TITLE, AND NON-INFRINGEMENT. ISA DOES NOT WARRANT THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED.

EXHIBIT I

SUPPORT REQUEST PROCEDURES AND GUIDELINES

For each Support Request submitted by Licensee to ISA, Licensee must:

1. **Fully describe the Incident**.
   - Include all details reasonably needed for ISA to address the Incident, and Licensee agrees to provide any additional information reasonably requested by ISA

2. **Specify the Software version.**
   - Indicate what versions of the Software Licensee is using (e.g. iText Core Library, XFA Worker, XML Worker, version 7.1.1).

3. **Include in which environment the Software is used**.
   - Indicate if the environment in which the Software is used (e.g., Windows, Linux, Apple (Mac) or other environment).
   - If Licensee is using the Java version of the Software, Licensee must indicate which Java Virtual Machine (JVM) Licensee is using; HotSpot (Oracle), HotSpot (OpenJDK), J9 (IBM), or other JVM used by Licensee.
   - If Licensee is using the .NET version of the Software, Licensee must indicate which .NET Framework.
   - Indicate whether Licensee's machine is 32 bit or 64 bit.

4. **Provide input documents**.
   - Include available PDF's, HTML (and CSS), XFA templates and images (e.g. error screenshots) relevant for ISA addressing the Incident, and Licensee agrees to provide additional input documents as requested by ISA.

5. **Provide code**.
   - Upon ISA's request Licensee must provide relevant code samples allowing ISA to reproduce the Incident Licensee has reported.

6. **Include an optional access list of Licensee's approved support designees that are permitted to access the ticket**.
   - There may be times that Licensee would like Licensee's other approved contacts for the Support Services to have access to the ticket.