ITOEXT CONTRIBUTOR LICENSE AGREEMENT

In order for Apryse Group NV, a company under Belgian law, register of legal entities Ghent N° BE 0895.263.973 ("Apryse Group"), to have a clear understanding with respect to its ownership of and rights in the intellectual property rights associated with Apryse Group software projects (each, an “Apryse iText Project”) and to clearly determine the responsibilities and obligations associated with the Contributions (as defined below), Apryse Group must receive a signed Apryse Contributor License Agreement ("Agreement") from Contributor (as defined below) indicating the Contributor’s agreement with the terms and conditions set forth herein before Apryse Group will accept any Contribution.

Contributor hereby accepts and agrees to the following terms and conditions with regard to any past, current and future Contribution submitted by Contributor to Apryse Group, along with the policy “Contributor License Agreement” available at https://www.itextpdf.com/policy.

1. Definitions

1.1. “Contributor” means the individual or legal entity that has signed this Agreement and voluntarily submits one or more Contributions to an Apryse iText Project.

1.2. “Contribution” means any original work of authorship, including any modification or addition to an existing work, that is submitted for introduction in, or documentation of, any Apryse iText Project.

1.3 A Contribution is “submitted” when Contributor or an individual or entity working on Contributor’s behalf causes any form of electronic, verbal, or written communication or documentation to be sent to an Apryse iText Project, including without limitation, communication on electronic mailing lists, source code revision control systems or issue tracking systems relating to an Apryse iText Project, but excluding communication that is conspicuously marked as “Not a Contribution”.

Article 2: Granted Rights - Representations

2.1. Contributor hereby:

(i) Irrevocably assigns, transfers and conveys to Apryse Group all right, title and interest in and to each of Contributor’s Contributions and all copyrights and other intellectual property rights therein other than patents and patent applications (each, a “Patent”). Such assignment includes all causes of action and remedies for past infringement recognized by any jurisdiction with respect to all assigned intellectual property rights.

(ii) to the extent all right, title, and interest in any of Contributor’s Contributions and all intellectual property rights therein (other than Patents) cannot be assigned, transferred and conveyed, grants to Apryse Group and to the recipients of any software or documentation incorporating such Contribution a perpetual, irrevocable, worldwide, non-exclusive, transferable, fully paid-up and royalty-free license under copyrights of Contributor and its affiliates to reproduce, modify, prepare derivative works of, (publicly) display, perform, sublicense (through multiple tiers of sublicensees), and distribute the Contribution; and

(iii) grants to Apryse Group and to recipients of software or documentation incorporating the Contribution a perpetual, worldwide, non-exclusive, transferable, fully paid-up, royalty-free, irrevocable (except as stated in this Agreement) license under Patents of Contributor and its affiliates to make, have made, use, offer to sell, sell, import, and otherwise transfer the Contribution, where such license applies only to the Patent claims owned or licensable by Contributor that are necessarily infringed by the Contributor’s Contribution(s) alone or by combination of such Contribution with other work of Apryse Group. Contributor furthermore agrees to immediately notify Apryse Group of any patents that Contributor knows or comes to know are likely infringed by the Contribution(s) and/or are not licensable by the Contributor. If any entity institutes patent litigation against Contributor or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that Contributor or such other entity has directly or contributorily infringed a patent as a result of making, having made, using, selling, offering to sell or importing a Contribution, or the combination of the Contribution with the work to Contributor submitted the Contribution, then any Patent licenses granted by Contributor under this Agreement to the entity instituting litigation and all of its affiliates immediately and automatically terminate as of the date such litigation is filed.
2.2. Subject to the terms and conditions of this Agreement, Apsyre Group hereby grants to Contributor a perpetual, non-exclusive, worldwide, fully paid up, royalty-free, transferable, sublicensable license to reproduce, distribute, modify, prepare derivative works based on, (publicly) display, perform, sublicense (through multiple tiers of sublicensees), and distribute the Contributions of Contributor.

2.3. Contributor hereby represents and warrants that:

(i) Contributor is legally entitled to make the above assignments and to grant the above licenses. If any Contributor employer, employee, or consultant has rights to intellectual property in, to, or under Contributor’s Contributions, Contributor represents and warrants that Contributor has received permission to submit Contributions on behalf of its employer, employee, or consultant, as the case may be, and that its employer, employee, or consultant, as the case may be, has waived such rights for such Contributions to Apsyre Group, or such employer, employee, or consultant has signed a separate contributor license agreement with Apsyre Group;

(ii) each Contribution is the original creation of Contributor. Contributor represents that each submission of a contribution includes complete details of any third-party license or other restrictions of which Contributor is aware and which are associated with any part of the Contribution(s);

(iii) no claim or dispute has been filed or, to the best of your knowledge, threatened in connection with the ownership, use or distribution of the Contribution(s); and

(iv) the execution of this Agreement does not constitute a breach under any other agreement to which Contributor and/or its employer is a party, does not require the consent, approval or waiver from or notice to any third party and does not violate any law or regulation.

Contributor shall immediately inform Apsyre Group of any facts or circumstances of which Contributor becomes aware that would make the representations and warranties inaccurate or untrue in any respect.

Contributor further agrees that Contributor shall at no time hereafter dispute, contest or aid or assist any third party in disputing and/or contesting, either directly or indirectly, the Apsyre Group’s right, title and interest in or to any and all Contributions or intellectual property rights as detailed in this Agreement.

2.4. If under applicable law Contributor retains moral rights or other inalienable rights to the Contributions, Contributor agrees not to exercise such rights without the prior written permission of Apsyre Group. To the maximum extent permitted by law, Contributor further waives and agrees not to assert such moral rights (if any) against Apsyre Group or its successors in interest, or any of its licensees, either direct or indirect. Contributor represents and warrants that any Contributors employees or consultants developing Contributor’s Contributions have likewise agreed not to exercise any such rights and granted similar waivers with respect to any Contribution or have signed a separate contributor license agreement with Apsyre Group.

2.5. In order to ensure that Apsyre Group will be able to acquire, use and protect its proprietary rights as detailed in this article 2, Contributor will (i) sign any documents to assist Apsyre Group in the documentation, perfection and enforcement of its rights, and (ii) provide Apsyre Group with support and reasonable access to information for applying, securing, protecting, perfecting and enforcing its rights.

Article 3: Warranty Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES DETAILED IN ARTICLE 2, THE CONTRIBUTIONS ARE PROVIDED “AS IS” AND NEITHER CONTRIBUTOR NOR THE Apsyre GROUP MAKES ANY WARRANTIES OF ANY KIND TO THE OTHER PARTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION OF ANY WARRANTY OF MERCHANTAIBILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Article 4: Miscellaneous

4.1. This Agreement enters into force upon execution of this document by Contributor. Contributor is under no obligation to submit any Contributions, but this Agreement remains in full force and effect with respect to any Contributions submitted hereunder.
4.2. This Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understanding, whether written or oral, relating to its subject matter. If any provision of this Agreement shall be deemed invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected and such provision shall be deemed modified only to the extent necessary to make such provision consistent with applicable law.

4.3. The Agreement is governed by the laws of Belgium, without reference to its conflict of law principles.

4.4. Apyrse Group has the right to assign its rights and obligations hereunder, including (without limitation) to any successor or assignee of its business or assets to which this Agreement relates, whether by merger, establishment of a legal entity, acquisition, operation of law or otherwise without the prior written consent of the Contributor. Contributor may not assign its rights and obligations under this Agreement, including by operation of law, without the prior written consent of Apyrse Group, and as a condition to any such assignment, Contributor’s assignee must agree in writing to abide by all of the rights and obligations of Contributor set forth in the Agreement. Any purported assignment without such consent is void.

4.5. Apyrse Group is under no obligation to accept or include any Contribution in any Apyrse iText Project or any other Apyrse product. Contributor is under no obligation to support any Contribution.

**Signatures**

The individual signing this Agreement confirms one of the following:

- **Individual Contributor.** I am not submitting Contributions to Apyrse Group made during the course of work with an employer unless my employer has signed a separate contributor license agreement with Apyrse Group.

- **Legal Entity Contributor.** I am authorized to enter into this Agreement on behalf of the legal entity listed below. The individuals listed on the attached Authorized Individual Form are authorized to submit Contributions to Apyrse Group on behalf of such legal entity.

**Individual:**

Signature:

Name:

Date:

Country:

**Legal Entity:**

Entity Name:

Entity Address:

By:

Name:

Date: