SUPPORT AND MAINTENANCE AGREEMENT

FOR ITEXT AND ITEXTSHARP SOFTWARE VERSION [5.X]

This SUPPORT AND MAINTENANCE AGREEMENT ("SMA") is attached and made part of the Software License Agreement entered into between iText Software Asia Pvt Ltd ("ISA"), a company incorporated in Singapore, with its registered office at 15 Scotts Road, #04-08 Thong Teck Building, 228218 Singapore (Company registration no. [insert registration number] and [insert licensee name and corporation type] ("You", "Your" or "Yours"), [insert licensee's registered office address], [insert country] ("License Agreement"). This SMA governs the delivery by ISA of any support and/or maintenance services for the Software ("Support and Maintenance Services"). YOU ACCEPT AND ARE LEGALLY BOUND BY THIS SMA BY ENTERING INTO A CAPACITY RENTAL LICENSE WITH ISA, SIGNING THIS SMA, SUBMITTING A PURCHASE ORDER, MAKING ANY PAYMENT FOR OR BY ACCEPTING ANY SUPPORT AND MAINTENANCE SERVICES.

1. **DEFINITIONS.** Unless otherwise defined hereunder, capitalized terms or words shall have the meaning set forth in the License Agreement.

   1.1. **BUSINESS DAY.** "Business Day" shall mean Monday till Friday, from 9am to 5 pm Belgian time (working hours), excluding weekends and Belgian public holidays.

   1.2. **UPDATE.** "Update" or "Minor Release" shall mean any error correction and minor modification, revision, enhancement or release to the Software which is designated by a change in the number to the right of the decimal point (e.g. from version 5.4 to version 5.5.).

   1.3. **UPGRADE.** "Upgrade" or "Major Release" shall mean any release, modification or enhancement to the Software which is designated by a change in the number to the left of the decimal point (e.g. from version 5.5 to version 6.1).

2. **SUPPORT AND MAINTENANCE.**

   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, ISA, or a third party appointed by ISA, shall provide You with the agreed upon Support and Maintenance Services. ISA shall only provide Support and Maintenance Services during the Term of this SMA and until the Software version is retired through an Upgrade. Software versions retire no sooner than twelve (12) months after the commercial release of an Update or no sooner than eighteen (18) months after their commercial release (where applicable through an Upgrade). ISA shall provide Support and Maintenance Services only for the current version of the Software and for the immediately prior version of the Software until twelve (12) months following its retirement through an Upgrade.

   2.2. **EXCLUSIONS AND RESTRICTIONS.** ISA 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 not made by ISA or made without ISA's prior written consent; (iv) use of the Software not authorized in the License Agreement or other than in accordance with the operating specifications described in the then-current documentation for the Software; (v) the installation of hardware, drivers or software not compatible with the Software or not supported by ISA or for which ISA is not responsible under this SMA; (vi) issues regarding the interoperability of the Software 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. Unless otherwise agreed in writing, Support and Maintenance Services shall be delivered in [English]. Support and Maintenance Services will be provided by ISA 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 quotation or invoice provided by ISA. You may not withhold or suspend payment of fees due and payable under the License Agreement on the basis of ISA'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 ISA'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 SMA will coincide.

   2.4. **SUPPORT.**

      2.4.1. Definitions.

"Acknowledged Incident" (or "Acknowledgement", "Acknowledge", "Acknowledging" etc.) means or relates to any single, verifiable and reproducible (i.e. recreatable by ISA on its own systems) Incident which ISA hereby acknowledges as being inherent to the Software.

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

"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 that You reported to ISA and that prevents the Software from operating in accordance with the operating specifications in the then-current documentation for the Software.

"Initial Response Time" means the Time within which ISA confirms receipt of any Incident reported to it by You, mentioning the registration number in ISA'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.

"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 You reported to ISA.

"Time" means a number of Business Days as mentioned in the Acknowledged Incident Severity Level metrics below.

2.4.2. Submitting Incidents.

In order to obtain technical support covered by this SMA, You have to report the issue or problem to ISA using the contact form provided by ISA or the online input screen on ISA's online support system (JIRA) (contact details are mentioned hereunder in article 4) and following the support procedure and guidelines set forth in Exhibit I to the SMA. Within the Initial Response Time, ISA 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 ISA) dedicated to delivering technical support. Support will be provided by ISA solely to the authorized individuals designated by You and who are qualified and trained on the Software. You will be asked to designate a maximum of three authorized support contacts.

2.4.3. Acknowledged Incidents.

Technical support will only be provided by ISA for Acknowledged Incidents. ISA shall inform You if the issue or problem for which support was requested, does not relate or is not inherent to the Software or is not covered by the SMA, including the issues or problems listed in article 2.2.

2.4.4. Acknowledged Incident Severity Levels.

ISA 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 is inoperative or its capability, functionality and/or performance is severely degraded or (ii) frequent failures make the Software unreliable. ISA provides maximum effort and expert level technical support for handling these most severe problems. Blockers require You to be available on an ongoing 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 is operable, but a major feature of the Software is unavailable for which no reasonable workaround is immediately available, (ii) the Software 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 one or more of the following occurs: (i) the Software is operable, but a feature of the Software is unavailable, for which a commercially reasonable workaround is immediately available, (ii) the Software 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 is operational and there is no significant impact as to use or functionality of the Software.

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

2.4.5.   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

2.4.6.   Technical support.

2.4.6.1. *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, it shall, without prejudice to article 2.2. above, 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 ISA shall be tracked from initial report or submission through final resolution according to the terms and conditions of this SMA. A single Acknowledged Incident may involve multiple technical support rounds provided by ISA. 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 specified hereunder.

2.4.6.2. *Simple vs. complex Acknowledged Incidents.* In order to provide adequate technical support, ISA distinguishes simple from complex Acknowledged Incidents. Simple Acknowledged Incidents can basically 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 operating specifications in the then-current documentation for the Software]. Complex Acknowledged Incidents cannot be resolved through ISA's existing resources, require more time and more elaborate technical support.

2.4.6.3. *Issues or problems not covered by this SMA.* Unless otherwise agreed upon and without prejudice to article 2.2 of this SMA, ISA 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), (iv) questions not related to the Software or (v) requests for research and development support.

2.4.6.4. *Your obligations.* Prior to requesting technical support under this SMA, You must first attempt to resolve the problem Yourself. After requesting technical support, You shall provide ISA 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 be easily reproduced, ISA can ask for a SSCCE that can be compiled and executed on ISA's own systems. As long as the SSCCE requested by ISA has not been provided or if the information requested by ISA is not provided by You, it may prevent ISA from Acknowledging and resolving the Incident.

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2.5. MAINTENANCE.

2.5.1.   Updates. When available and without prejudice to the provisions in the License Agreement, ISA may provide or make available to You an Update of the licensed version of the Software in order to allow You to continue using the Software. ISA shall notify You if Updates are available.

2.5.2.   Upgrades. When available and without prejudice to the provisions in the License Agreement, ISA may provide or make available to You an Upgrade of the licensed version of the Software in order to allow You to continue using the Software. ISA shall notify You if Upgrades are available. Upgrades do not include separate or different products marketed by ISA, even if such products are compatible with the Software. Such products are subject to separate agreements.

3.   TERM.

3.1. TERM. Unless stated or agreed upon otherwise in writing and without prejudice to article 2.1., this SMA is effective as from the date You sign this SMA, 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 SMA shall be agreed upon in writing. Under no circumstances shall this SMA be automatically renewed. In any case this SMA expires when the License Agreement is terminated for whatever reason. Support and Maintenance Fees will be non-refundable once paid.

3.2. LAPSE OF COVERAGE. In the event that coverage for Support and Maintenance Services lapses as a result of Your non-payment, ISA shall have no obligation of any kind to renew coverage for Support and Maintenance Services. Such renewal shall in any way require payment to ISA of the Support and Maintenance Fees for any previously unpaid contract period(s)   plus full payment for the pending annual period as well as a reasonable reinstatement fee to cover ISA's additional follow-up and administrative expenses, liquidated at a minimum of 1.000,00 SGD.

3.3. TERMINATION FOR CAUSE. ISA may terminate, effective immediately by serving notice by registered letter, the SMA for cause if You breach any material provision of the SMA 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 ISA for a breach which by its nature cannot be cured.

4.   CONTACT. The ISA Helpdesk can be contacted as follows:

- E-mail: support@itextpdf.com
- Online support system JIRA: http://jira.itextsupport.com/

All notices – other than merely informative or operational correspondence – to be made under this SMA shall be communicated in writing in Dutch or English. Notices addressed to You may be sent to the address first set out above. Notices addressed to ISA must be send to ITEXT SOFTWARE Asia Pvt Ltd, 15 Scotts Road, #04-08 Thong Teck Building, 228218 Singapore

Authorized by iText Software Asia Pvt Ltd
Represented by Bruno Lowagie
[date]

ISA End User SMA 030315

Exhibit I. Support Procedures and Guidelines.

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

- **Fully describe the Incident**.

  You must include all details reasonably needed for ISA 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 5.1).

- **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 ISA addressing the Incident. Upon ISA's request, You shall include such additional input documents as requested by ISA.

- **Provide code.**

  Upon ISA's request You must provide relevant code samples allowing ISA 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.