

ITEXT 7 SOFTWARE LICENSE AGREEMENT

This License Agreement ("License Agreement") is 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 number 201510495GB) and [insert licensee name and corporation type] ("You", "Your" or "Yours"), [insert licensee's registered office address], [insert state/country] for the purpose of granting You a license governed by this License Agreement.

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ADD-ON(S). "Add-On(s)" means one or more software products offered by ISA as an addition or extension to the Software. The license terms applicable with regard to any Add-Ons are included as Addendum 1 to this License Agreement.

ADDENDUM 1. "Addendum 1" means the optional Add-On(s) License Agreement attached to this License Agreement and entitled "Addendum 1".

ADDENDUM 2. "Addendum 2" means the agreement with regard to support and maintenance services attached to this License Agreement and entitled "Addendum 2".

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

1.2. LICENSE TYPE & SCOPE.

1.2.1. GENERAL PROVISIONS.

- i. Only You, as indicated above, are a party to this License Agreement. Invoices, orders or other documents sent to or by any other party, whether or not affiliated with You, do not create any license rights for such party.
- ii. The license rights granted to You under this License Agreement are strictly limited to the type, programming language, number of licenses and territory confirmed in writing by ISA or its authorized resellers or distributors in a separate invoice. ISA may also confirm agreed upon additional license terms or on any other understanding between parties on its invoice.
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- vi. The Standard OEM License and the Capacity Rental License, as specified hereunder, solely cover one specific application as identified in the invoice provided by ISA or its authorized resellers or distributors, whereas a Commercial License may cover various applications.

- vii. In order to allow You to continue using the Software or Add-Ons, ISA may provide or require You to install certain reparations or corrections (e.g.: a hotfix) of bugs or other errors, flaws, failures or malfunctions in the Software or Add-Ons.

1.2.2. COMMERCIAL LICENSE (PC/SERVER).

A Commercial License grants You a limited-scope, non-exclusive, non-transferable, non-sublicensable, fee bearing and worldwide (unless agreed upon otherwise) license to install, use and modify the Software on Your computers and device(s) or on Your internal or dedicated server. You may only install, use or modify the Software or any derivative works in support of or integrated in any of Your software products or applications ("Products"). Third parties may be granted access and use of the Software strictly for the purpose of using Your Products on Your computers or Your internal or dedicated servers. You may not incorporate the Software into OEM products manufactured and/or distributed by You.

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- i. install, access, use or modify the Software for the purpose of including a named or specified application thereof into products manufactured and/or distributed by You ("OEM Products");
- ii. grant to Your end customers or to Your distributors of the OEM Products the right to use the named/specified application.

The rights set forth in Sections 1.2.3.(i) and (ii) shall be strictly limited to the named or specified application authorized in writing by ISA through its invoice.

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You must communicate to ISA in writing, at least once per year or at any time upon ISA's request, the product name or names, type and number of OEM Products You have sold, either directly or through distributors. Contracts with Your (chain of) distributors or resellers must include an identical obligation that must be directly enforceable by ISA.

ISA will provide You with a unique Software license key per named or specified OEM application. Software included in such OEM Product shall only be regarded as being operated under a Standard OEM License (and not as an AGPL governed "iText 7 Community Edition") upon You including a legitimate and unique license key provided by ISA in the OEM Product.

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2.2. The license fees for the Commercial License and Standard OEM License must be fully paid up in advance by You to obtain any license rights.

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4.3 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 BY ISA, ISA SHALL IN NO EVENT 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 ISA HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. ISA'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 ISA. THIS SECTION 4.3 DOES NOT LIMIT ISA'S UNDERTAKING PURSUANT TO SECTION 4.1.4 ABOVE.

5. TERM AND TERMINATION.

5.1. TERM.

5.1.1. Without prejudice to what is foreseen in articles 4.1.5 and 5, of this License Agreement, the Term of the license granted to You in this License Agreement is as follows:

- Commercial License: subject to Your having fully paid up the license fees, the Commercial License, if granted herein, shall be perpetual, unless terminated under Section 5.2 below.
- Standard OEM License: subject to Your having fully paid up the license fees, the Standard OEM License, if granted herein to You and/or Your end customers or Your distributors of the OEM Products, shall be perpetual strictly limited to the scope described under 1.2.3 above, unless terminated under Section 5.2 below.
- Capacity Rental License: unless stated or agreed upon otherwise in writing, the Term of the Capacity Rental License, if granted herein, shall be for a period of 12 months, unless terminated under Section 5.2 below.

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Upon termination of this License Agreement for any reason, You must immediately destroy all copies, partial or complete, and wherever stored or available, of the Software, of products in which the Software was incorporated and of all Documentation and other tangible or intangible data relating to the Software.

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6.4. PRESS RELEASE AND MARKETING.

6.4.1. Upon the execution of this License Agreement, each party may issue a press release announcing that the parties have entered into this License Agreement, subject to the other party's prior review and approval of the content of any such press release, which shall not be unreasonably delayed or withheld.

6.4.2. ISA and its affiliates shall be entitled, both during the term of this License Agreement and thereafter, to use Your name, trade name, trade mark, service mark, symbol or logo on their website to reference You as a customer.

6.4.3. Subject to Your review and approval, which shall not be unreasonably delayed or withheld, ISA and its affiliates may use Your name, trade name, trade mark, service mark, symbol or logo to reference You as a customer within advertising, marketing or promotional materials or releases.

6.5. GOVERNING LAW AND JURISDICTION. This License Agreement is governed by and shall be construed and interpreted in accordance with Singapore Law and no effect shall be given to any other choice of law or any conflict of laws rules or provisions that could cause other laws than Singapore law to be applicable. The application of the UN Convention on the Sale of Goods is excluded. Any dispute or controversy arising in connection with this Agreement, which cannot be settled by mutual or amicable agreement shall be finally settled in accordance with the Rules of the Singapore International Arbitration Centre ("SIAC Rules") by one arbitrator appointed in accordance with said Rules. The place of arbitration shall be Singapore. The arbitration shall be conducted in the English language. The decision and award resulting from such arbitration shall be final and binding for the Parties.

6.6. CLOSING PROVISIONS.

- i. The relationship between the parties is that of independent contractors and not partners, joint venturers, principals, agents, franchisees or employees of each other, and neither party shall have authority to bind or otherwise obligate the other in any manner whatsoever.
- ii. This License 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. By entering into this License Agreement, You waive the right to invoke any provisions of a GPL Software license.

- iii. No modification of this License Agreement, and no waiver of any breach of this License Agreement, 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 License Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach thereof.
- iv. Any invalidity or unenforceability of any term of this License Agreement shall not affect the other terms thereof.
- v. Neither party shall be liable for, nor shall either party be considered in breach of this License Agreement due to, any failure to perform its obligations under this License 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 License 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.
- vi. The parties do not intend, nor shall any clause be interpreted, to create any obligations for ISA under this License Agreement in favor of any third party.
- vii. All provisions in this License Agreement that are intended to have effect thereafter, will survive termination of this Agreement.
- viii. This License Agreement may be executed in 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 Asia Pvt Ltd.

[insert date]

ADDENDUM 1 TO THE ITEXT 7 SOFTWARE LICENSE AGREEMENT

ADD-ONS LICENSE AGREEMENT ADDENDUM

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 and [insert licensee name and corporation type] (“You”, “Your” or “Yours”), [insert licensee’s registered office address], [insert state/country].

1. ADDENDUM

This Add-On(s) License Agreement is an Addendum (“Addendum”) to the ITEXT 7 SOFTWARE LICENSE AGREEMENT (“License Agreement”). It only applies when You acquire and pay for one or more Add-On licenses in addition to the Software as specified by ISA in one or more invoices.

All definitions and provisions of the License Agreement - including but not limited to those with regard to warranties, disclaimers and limitation of liability, governing law and jurisdiction - shall also apply to this Addendum and shall be regarded included herein by reference, except where this Addendum expressly provides otherwise.

1. ADD-ON LICENSE TYPES.

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- i. Add-On products may be licensed by ISA as closed or open source products.

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Add-Ons that are open source software are, unless ISA provides other applicable license terms, licensed under the same terms and conditions as governing the license rights provided in the License Agreement.

- ii. Your number and type of Add-On licenses must at all times correspond with at least the same number and the same type of Software Licenses.
- iii. You may not remove, alter or obscure any proprietary rights notice from the Add-Ons.
- iv. The Add-On(s) may not and cannot be used together with iText 5.x, iTextSharp 5.x or previous versions.
- v. Your license rights with regard to (an) Add-On(s) are strictly limited to the type and number of licenses confirmed in writing by ISA or its authorized resellers or distributors in the relevant invoice.

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1.3. STANDARD OEM LICENSE.

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- ii. grant to Your end customers or to Your distributors of the OEM Products the right to use the Add-On(s) incorporated into OEM Products.

A Standard OEM License is valid for the specific application confirmed in writing by ISA or its authorized resellers or distributors. Unless indicated otherwise, it is valid worldwide.

You shall only grant end customers and distributors of OEM Products the right to use the Add-On(s) as part of the OEM Products. You shall not grant them the right to install or use the Add-On(s) on any other devices/products and You shall not grant Your distributors or end customers any rights in or to the Add-On(s) that exceed the rights granted to You in this Addendum 1. The terms and conditions of Your agreements with Your distributors and end customers may not be less restrictive than the terms and conditions of this Addendum 1.

You must communicate to ISA, at least once per year or at any time upon ISA's request, the (product) name, type and number of OEM Products You have sold, either directly or through distributors. Contracts with Your (chain of) distributors or resellers must include an identical obligation that must be directly enforceable by ISA.

ISA will provide You with a unique license key for the Add-On(s) per named or specified OEM Product. You must include a legitimate and unique license key into every OEM Product prior to making it available to end customers.

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ISA will provide You with a unique Add-On(s) license key per named or specified Capacity Rental product. You must load a legitimate and unique license key into every Capacity Rental product prior to and during any and all use of the Add-On(s).

A Capacity Rental License with regard to the Add-On(s) does not, contrary to the Software Capacity Rental License, automatically include support and maintenance services.

This Addendum 1 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 Asia Pvt Ltd.

[insert date]

ADDENDUM 2 TO THE ITEXT 7 SOFTWARE LICENSE AGREEMENT

SUPPORT AND MAINTENANCE AGREEMENT

FOR ITEXT 7

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 and [insert licensee name and corporation type] (“You”, “Your” or “Yours”), [insert licensee’s registered office address], [insert state/country].

1. ADDENDUM

This Support and Maintenance Agreement for iText 7 is Addendum 2 (“Addendum 2”) to the ITEXT 7 SOFTWARE LICENSE AGREEMENT (“License Agreement”). This Addendum 2 governs the delivery by ISA of any support and/or maintenance services for the Software (“Support and Maintenance Services”).

The provisions included in articles 4 and 6 of the License Agreement shall also apply to this Addendum 2 and shall be regarded included herein by reference, except where this Addendum 2 expressly provides otherwise.

YOU ACCEPT AND ARE LEGALLY BOUND BY THIS ADDENDUM 2 BY ENTERING INTO A SOFTWARE CAPACITY RENTAL LICENSE WITH ISA, BY EXECUTING THIS SMA, SUBMITTING A PURCHASE ORDER OR BY 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 (CET) (working hours), excluding weekends, Belgian public holidays and any days on which most Belgian banks are not open for business.

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 an increase of the last number of the iText 7 release (e.g. from version 7.1.5 to 7.1.6).

1.3. UPGRADE. “Upgrade” or “Major Release” shall mean any release, modification or enhancement to the Software which is designated by a an increase of the first or second number of the iText 7 release (e.g. from version 7.1.5 to 7.2.1 or 7.1.5 to 8.1.1). Upgrades are available under the terms and condition provided in article 3 of the License Agreement.

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 or Addendum 1, 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 Addendum 2 and until the Software or the Add-On version is retired through an Upgrade. Software and Add-On 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 or Add-On(s) and for the immediately prior version of the Software and Add-On(s) until eighteen (18) months following their 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 or Addendum 1; (iii) modifications or alterations to the Software or Add-On(s) not made by ISA or made without ISA’s prior written consent; (iv) use of the Software or Add-On(s) not authorized in the License Agreement or Addendum 1 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 ISA or for which ISA is not responsible under this Addendum 2; (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 ISA 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 Your having fully paid up the Support and Maintenance Fees in accordance with the terms and conditions specified in the invoice provided by ISA. You may not withhold or suspend payment of fees due and payable under the License Agreement or Addendum 1 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 or Addendums 1, 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 Addendum 2 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 or Add-On(s).

"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 or Add-On(s) that You shall have reported to ISA 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 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 or Add-On(s) 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 this Addendum 2. 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 or Add-On(s). 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 Add-On(s) or is not covered by the Addendum 2, 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 – " <u>Blocker</u> "	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
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	degraded or (ii) frequent failures make the Software or Add-On unreliable. ISA 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 – “ <u>Critical</u> ”	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 – “ <u>Major</u> ”	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 – “ <u>Minor</u> ”	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 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 Addendum 2. 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 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 or Add-On(s)]. 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 Addendum 2.* Unless otherwise agreed upon and without prejudice to article 2.2 of this Addendum 2, 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 or Add-On(s)), (iv) questions not related to the Software or Add-On(s) or (v) requests for research and development support.

2.4.6.4. *Your obligations.* Prior to requesting technical support under this Addendum 2, 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 easily be 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.

2.5. MAINTENANCE.

2.5.1. Updates. If, as, and when available and without prejudice to the provisions in the License Agreement or Addendum 1, ISA 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). ISA shall notify You if Updates are available.

2.5.2. Upgrades. If, as, and when available and without prejudice to the provisions of the License Agreement or Addendum 1, ISA 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). ISA shall notify You if Upgrades are available. Upgrades do not include separate or different products marketed by ISA for which You do not already have a license. 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 Addendum 2 is effective as from the date You execute this Addendum 2, 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 Addendum 2 shall be agreed upon in writing. In no case, shall this Addendum 2 be renewed automatically. This Addendum 2 shall automatically terminate when the License Agreement or Addendum 1 is terminated for whatever reason (if only Addendum 1 is terminated, then this Addendum 2 shall continue in effect for the Software only). 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. Any renewal shall require payment to ISA 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.

3.3. **TERMINATION FOR CAUSE.** ISA may terminate, effective immediately by serving notice by registered letter, Addendum 2 for cause if You breach any material provision of the Addendum 2 (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 ISA for a breach which by its nature cannot be cured.

3.4. **COUNTERPARTS; DELIVERY.** This Addendum 2 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.

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 Addendum 2 shall be communicated in writing in English. Notices addressed to You may be send to the address first included at the first page of this Addendum 2. Notices addressed to ISA must be send to iText

Software Asia Pvt Ltd, 15 Scotts Road, #04-08 Thong Teck Building, 228218 Singapore, with a simultaneous copy to contracts@itextpdf.com.

Authorized by iText Software Asia PVT LTD.

[date]

Exhibit I to Addendum 2 (Support and Maintenance Services)

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.