

## ITEXT 7 SOFTWARE LICENSE AGREEMENT

This License Agreement (“License Agreement”) is entered into between iText Software BVBA (“ISB”), a Belgian limited liability corporation, with registered office at Business Center “De Punt”, Kerkstraat 108, 9050 Ghent, Belgium, VAT BE0838.649.627 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.

TO ACCESS OR USE THE SOFTWARE, YOU MUST AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.

### 1. LICENSE.

#### 1.1. DEFINITIONS.

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”.

ADD-ON(S). “Add-On(s)” means one or more software products offered by ISB 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.

LICENSE AGREEMENT. “License Agreement” means this agreement, together with Addendum 1 and Addendum 2.

SOFTWARE. “Software” means the latest release of the Software (currently iText 7.x.y Core), in source or binary form, any other machine readable materials (including, but not limited to, libraries, source files, header files, and data files) and any end user manuals, programming guides and other documentation provided under this License Agreement. “Software” includes Updates and may, conditional to the terms of this License Agreement, also include Upgrades and future releases provided through such Upgrades.

UPDATE. “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 or Add-On version (e.g. from version 7.1.5 to 7.1.6).

UPGRADE. “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 or Add-On version (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 conditions provided in section 3 of the License Agreement.

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 ISB or its authorized resellers or distributors in a separate invoice. ISB may also confirm agreed upon additional license terms or any other understanding between parties on its invoice.
- iii. This License Agreement may include, when confirmed in writing by ISB or its authorized resellers or distributors and without prejudice to section 4.2.2 below, under the same terms and conditions provided in this License Agreement, a license on a previous Software release (e.g. iText Core release 5.x).

You may not use one single license for more than one release.

- iv. Products in which the Software is incorporated must use or be supported by the Software and may not be built around or based upon the Software in such a way that they are reasonably to be considered as competing with the Software in any market worldwide.
- v. Add-Ons are only included when purchased and paid for in addition to Software licenses and when confirmed in writing in a separate invoice by ISB or its authorized resellers or distributors. Add-Ons are not available for iText Community (AGPL version), iText 5.x, iTextSharp 5.x and earlier releases.
- 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 ISB 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, ISB 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(s) (the term "dedicated server(s)" includes Your hosted and leased servers), collectively referred to as "Permitted Devices". 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 Permitted Devices. You may not incorporate the Software into OEM products manufactured and/or distributed by You.

ISB will provide You with a unique license key for the Software per Permitted Device. The Software shall only be regarded as being operated under a Commercial License (and not as an AGPL governed "iText 7 Community") upon Your loading a legitimate and unique license key.

#### 1.2.3. STANDARD ORIGINAL EQUIPMENT MANUFACTURER LICENSE ("STANDARD OEM LICENSE").

A Standard OEM License grants You a limited-scope, non-exclusive, non-transferable, fee bearing, non-sublicensable (other than as described herein) license to:

- 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 ISB through its invoice.

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

You shall only grant end customers and distributors of OEM Products the right to use the Software as part of the OEM Products. You shall not grant them the right to install or use the Software on any other devices/products and You shall not grant Your distributors or end customers any rights in or to the Software that exceed the rights granted to You in this License Agreement. 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 License Agreement.

You must communicate to ISB in writing, at least once per year or at any time upon ISB'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 ISB.

ISB 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 Your including a legitimate and unique license key provided by ISB in the OEM Product.

#### 1.2.4. CAPACITY RENTAL LICENSE.

A Capacity Rental License grants You a limited-scope, non-exclusive, non-transferable, non-sublicensable (other than as described herein), fee bearing and worldwide (unless agreed upon otherwise) right to install, access, use or modify the Software on a hosted server (or partition thereof) in order to allow Your end users to generate, modify, adapt, stamp, fill in, inspect or otherwise process PDF files. The Software or works derived therefrom may only be used as an integrated part of or in support of the services You provide. A Capacity Rental License includes support and maintenance services governed by the terms and conditions of Addendum 2. Unless agreed upon otherwise in writing and without prejudice to the provisions of sections 4.1.4 and 5 hereunder, a Capacity Rental License is granted for a 12 month period. Within fifteen (15) days after the end of each 12 month period, You shall deliver to ISB a listing, as of the first day of said period, including (a) Your corporate name and (b) the quantity of PDF files generated, modified, adapted, stamped, filled in, inspected or otherwise processed during that 12 month period. With regard to the initial 12 month period and before any license rights are granted to You, You shall deliver to ISB an estimate of the quantity of PDF files You shall normally process during the initial 12 month period.

As from the iText Core 7.1.0 release, ISB may collect usage data by including code within the Software that generates and sends to ISB automated volume counts regarding only the quantity of PDF files generated, modified, adapted, stamped, filled in, inspected or otherwise processed under Your Capacity Rental License. In such case the second to last sentence of the immediately preceding paragraph (“Within fifteen (15) days after...during that 12 month period”) will no longer be applicable. Automated usage reports will not include any other information, excluding in particular content related data or any personally identifiable information. You must ensure that such automated volume counts are enabled and are not blocked by such factors as lack of internet connection, firewalls, etc..

ISB will provide You with a unique Software license key per named or specified Capacity Rental application. Software included in such Capacity Rental application shall only be regarded as being operated under a commercial Capacity Rental license (and not as an AGPL governed “iText 7 Community Edition”) upon Your including a legitimate and unique license key provided by ISB in the Capacity Rental product.

**1.3. DOCUMENTATION.** ISB shall provide or make available to You online (currently via <https://developers.itextpdf.com/>) additional documentation for the Software without charge, including instructions or operations manuals (“Documentation”), if, when, and as same shall become available.

**1.4. DISCLOSURE AND USE RESTRICTIONS.** The Software is licensed to You, not sold. The Software and any intellectual property rights in and to the Software, shall at all times remain with ISB and/or its licensors. In the event that ISB 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 License Agreement shall automatically grant You the further use of the Software as foreseen in this License Agreement notwithstanding the protection obtained under any such additional intellectual property rights. You 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.

## **2. LICENSE FEE.**

**2.1.** License fees shall be due and payable under the terms of this section 2 and shall not be dependent or contingent in any way upon the performance or completion of any separate, agreed upon support and/or maintenance services.

**2.2** Your Commercial and Standard OEM license rights under this License Agreement shall become effective upon ISB’s or its authorized resellers’ or distributors’ issuance of an invoice confirming the grant of license rights in reaction to Your order. The invoice must be paid immediately and at the latest before the payment term mentioned on the relevant invoice. Your license rights may be terminated, effective immediately upon ISB’s or its authorized resellers’ or distributors’ registered notification thereof, if the invoice sent in consideration of the license grant has not been fully paid within thirty (30) days after a registered payment reminder was sent. In the latter case You shall be held to indemnify ISB or its authorized resellers or distributors for both the early termination of this License Agreement and for Your actual use of the Software prior to termination by paying an amount equal to at least 50% of the invoice that remained unpaid, the foregoing without prejudice to ISB’s or its authorized resellers’ or distributors’ right to prove higher damages and to claim a corresponding indemnification.

**2.3.** For the Capacity Rental License, ISB shall in principle invoice You an advance on license fees up-front for each 12 month period on the basis the quantity of PDF files generated, modified, adapted, stamped, filled in, inspected or otherwise processed during the previous 12 month period. With regard to the initial 12 month period, the advance on license fees shall be determined on the basis of the estimate provided by You to ISB in accordance with section 1.2.4. above. After the initial 12 month period and for each following same term, ISB will evaluate the actual number of processed PDF files in order to determine if You have to pay additional license fees based on the actual number of processed PDF files during that 12 month period. If so, additional

license fees will be invoiced to You. In case specific circumstances (e.g. development of a new product) cause You not to process PDF files or to do so in numbers not reflecting Your actual use of the Software, Parties agree that ISB shall be entitled to invoice You a reasonable additional licensee fee taking into consideration all relevant factors.

- 2.4.** Any purchase order or other document You have transmitted shall not alter nor prevail over the terms of this License Agreement, unless explicitly accepted by ISB in writing. Unless otherwise agreed, all payments must be made in EUR, as indicated by ISB or its authorized resellers or distributors on the invoice. The license fee is exclusive of all local, state, federal and foreign taxes, levies or duties of any nature and You are responsible for payments of all such taxes, excluding only Belgian taxes on ISB's income. If ISB or its authorized resellers or distributors have the legal obligation to pay or collect such taxes for which You are responsible pursuant to this section, the appropriate amount shall be invoiced to and paid by You unless You provide ISB or its authorized resellers or distributors with a valid tax exemption certificate authorized by the appropriate taxing authority. All invoices for the licensed Software will be delivered to You or sent via e-mail, at ISB's discretion. Unless agreed upon otherwise or unless the invoice includes a longer payment term, You must pay all invoices within thirty (30) calendar days following the invoice date. Unless agreed upon otherwise, paid license fees are not refundable. Any arrears in payment will automatically cause You to be indebted to paying to ISB or its authorized resellers or distributors a late payment interest equal to 10% per year (or part of year) as well as a minimal compensation for administrative and other costs equal to 10% of arrears and will by operation of law suspend all your license rights under this License Agreement until all arrears, interests and administrative compensations have been paid. You shall be solely responsible for obtaining payment from Your customers and may not delay your payment of license fees on the basis of Your customers' non-payment.
- 2.5.** You are not entitled to annul nor to request a refund of orders communicated to ISB.

### **3. SUPPORT AND MAINTENANCE.**

- 3.1.** License fees paid for the Capacity Rental License include the support and maintenance services provided by ISB under the terms and conditions of Addendum 2 to this License Agreement.
- 3.2.** License fees paid for a Commercial License and Standard OEM License do not include any support and maintenance services. For You to obtain a valid Commercial License or valid Standard OEM License, You must enter into a support and maintenance agreement as included as Addendum 2 to this License Agreement for a minimal term of one year. After said initial one year period, continuing Addendum 2 is optional.
- 3.3.** ISB shall, as they become available, provide or make Updates available to You.
- 3.4.** Your license rights under this License Agreement shall include Upgrades (including new releases) without additional license fees being due:
- (i) If You have entered into a valid Addendum 2 with ISB that, at the time the Upgrade is made available, is in full force and effect and has been properly performed on Your end until that date;
- And
- (ii) If You accept to be bound by any additional or separate applicable license terms and conditions made available by ISB together with such Upgrades;

### **4. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY.**

#### **4.1. WARRANTIES.**

- 4.1.1.** Both You and ISB represent and warrant to the other that (a) the execution, delivery and performance of this License Agreement are within its powers and have been duly authorized by all necessary action by You or ISB, as the case may be, and (b) that the execution, delivery and performance of this License Agreement will not violate any agreement to which You are or ISB is, as the case may be, bound.
- 4.1.2.** ISB warrants that the functionality of the Software will not be materially decreased during the Term.
- 4.1.3.** ISB warrants and represents that there are no pending third party claims related to the Software or Add-On(s), and to its knowledge none are threatened.
- 4.1.4.** ISB shall defend and hold You and Your directors and employees harmless and will defend or settle any claim, suit or proceeding brought against You, Your directors or employees, that is based upon

a claim that the Software or Add-On(s) infringe an intellectual property or proprietary right protected by the laws of the United Kingdom, the United States or the European Union or their member states (“Claim”) but only to the extent that the Claim is directly based upon the use of the Software or Add-On itself (for example not on Your modifications or combination with other products). The foregoing undertaking of ISB is conditioned upon Your notifying ISB in writing of any Claim within ten (10) business days after You first receive notice of the Claim, and You providing to ISB at no cost such assistance and cooperation as ISB may reasonably request from time to time in connection with the defense of the Claim. ISB shall have sole control over any Claim (including, without limitation, the selection of counsel and the right to settle on Your behalf on any terms ISB deems desirable in the sole exercise of its discretion). You may, at Your sole cost, retain separate counsel and participate in the defense or settlement negotiations. When entering into a settlement on your behalf, ISB will only do so after duly consulting You or Your counsel. ISB shall, only within its obligation under this clause, pay actual damages and costs awarded against You (or payable by You pursuant to a settlement agreement) in connection with a Claim to the extent such damages and costs are not reimbursed to You by insurance or a third party. ACTUAL DAMAGES AND COSTS TO BE PAID BY ISB SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY YOU UNDER THIS LICENSE AGREEMENT WITH A MAXIMUM OF 1 MILLION EURO.

- 4.1.5. If the Software or its use becomes the subject of a Claim or its use is enjoined, or if in the opinion of ISB the Software is likely to become the subject of a Claim, ISB 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 ISB, the Claim, the injunction or potential Claim cannot be resolved through reasonable modification or licensing, ISB, at its own discretion, may terminate this License Agreement.

In case of termination pursuant to this section 4.1.5. ISB’s only obligation will be to refund to You license fees that You paid in advance as follows:

- 100% of license fees in case of termination during the first year of this License Agreement;
- 80% of license fees in case of termination during the second year of this License Agreement;
- 60% of license fees in case of termination during the third year of this License Agreement;
- 40% of license fees in case of termination during the fourth year of this License Agreement;
- 20% of license fees in case of termination during the fifth year of this License Agreement;

No refund will be due as from the sixth year of this License Agreement.

EXCEPT FOR SECTION 4.1.4 ABOVE, THE FOREGOING CONSTITUTES ISB’S SOLE AND EXCLUSIVE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.

- 4.1.6. ISB may, at its own discretion, have its obligations under section 4.1.4 or 4.1.5 performed by any of its affiliates.

## **4.2. DISCLAIMER OF WARRANTY.**

- 4.2.1. ISB ONLY PROVIDES THE WARRANTIES EXPLICITLY SET FORTH IN THIS LICENSE 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 AND SUPPORT (WHERE APPLICABLE) ARE PROVIDED “AS IS” AND “WITH ALL FAULTS”. WARRANTIES THAT ARE GIVEN ARE SOLELY FOR YOUR BENEFIT AND NOT FOR THE BENEFIT OF ANY THIRD PARTY.

- 4.2.2. ALL REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS LICENSE AGREEMENT, INCLUDING ISB’S UNDERTAKING IN SECTION 4.1.4 AND 4.1.5., SHALL AUTOMATICALLY TERMINATE FOR A SPECIFIC SOFTWARE OR ADD-ON RELEASE TWELVE (12) MONTHS FOLLOWING THE COMMERCIAL RELEASE OF THE LATEST UPGRADE FOR SUCH RELEASE.

## **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 ISB, ISB 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 ISB HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. ISB’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 ISB. THIS SECTION 4.3 DOES NOT LIMIT ISB'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 section 4.1.5 and in this section 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 and without prejudice to section 2.2 above, 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 and without prejudice to section 2.2 above, 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.

5.1.2. You may, upon request and subject to ISB's written confirmation, obtain from ISB a temporarily right to use the Software under this License Agreement for the time between Your communication of a valid order and Your payment of ISB's license fee invoice. Such temporarily right to use the Software will in each case terminate automatically if the license fee is not fully paid within the payment terms foreseen in ISB's invoice.

### **5.2. TERMINATION FOR CAUSE.**

ISB may terminate this License Agreement for cause if You breach any material provision of this License Agreement (e.g. breach of Your payment obligations) 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 ISB for a breach which by its nature cannot be cured. Termination for cause will be effective immediately upon ISB serving notice by registered letter of its decision to terminate this License Agreement for cause.

### **5.3. EFFECTS OF TERMINATION.**

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.

## **6. MISCELLANEOUS.**

**6.1. NOTICES.** All notices, consents and other communications under this License Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt or the third Belgian business day after being sent by registered mail. ISB's address for notices is: iText Software BVBA, Business Center "De Punt", Kerkstraat 108, 9050 Ghent, Belgium, attention: Johan Heyrman, with a simultaneous copy to [contracts@itextpdf.com](mailto:contracts@itextpdf.com). Your address for notices is the address set forth in the preamble of this License Agreement. Both ISB and You may communicate a new address for notices by serving notice thereof in accordance with the provisions of this article.

**6.2. ASSIGNMENT.** You may not assign or delegate this License Agreement or any or all of Your rights or obligations under this License Agreement, in whole or in part, by operation of law or otherwise, to any party or entity without the prior written consent of ISB, which may be given or withheld at ISB's sole discretion

**6.3. INSPECTION.** You will permit ISB, its representatives or a third party appointed by ISB, to review Your books and inspect Your facilities (including Your computers or servers) to ensure compliance with this License Agreement. ISB will give You at least five (5) business days prior notice of any such inspection and will conduct same during normal business hours in a manner that does not unreasonably interfere with Your normal operations. You shall render all necessary assistance and cooperation to facilitate such review or inspection. Costs of inspections will be at ISB's charge unless such inspections allow to conclude that You have provided information to ISB that is incorrect or incomplete.

**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. ISB 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, ISB 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 Belgian 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 Belgian 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 Ghent, Belgium, and agree that all actions or proceedings relating to this License 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 in such court.
- 6.6. CLOSING PROVISIONS.**
- i. The relationship between the parties is that of independent contractors and not partners, joint ventures', 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 AGPL 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 ISB 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 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.

## **ADDENDUM 1 TO THE ITEXT 7 SOFTWARE LICENSE AGREEMENT**

### **ADD-ON(S) LICENSE AGREEMENT ADDENDUM**

Between iText Software BVBA (“**ISB**”), a Belgian limited liability corporation, with registered office at Business Center “De Punt”, Kerkstraat 108, 9050 Ghent, Belgium, VAT BE0838.649.627 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 Addendum 1 to the 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 ISB or its authorized resellers or distributors in one or more invoices.

The provisions of the License Agreement shall also apply to this Addendum 1 and shall be regarded included herein by reference, except where this Addendum 1 expressly provides otherwise.

#### **1. ADD-ON LICENSE TYPES.**

##### **1.1. GENERAL PROVISIONS.**

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

Add-Ons that are not explicitly licensed as open source software, should be considered closed source and may not be reverse engineered, decompiled, decoded, modified or changed.

Add-Ons that are open source software are, unless ISB 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 as an Add-On to the iText 5.x Core software albeit that certain Add-On(s) may have iText 5.x. Core code included within their proper code. In such case, any included iText 5.x. Core code may only be used as part of the Add-On(s) and not separately.
- 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 ISB or its authorized resellers or distributors in the relevant invoice.
- vi. All representations and warranties with respect to a specific Add-On(s) release shall automatically terminate and be of no further force or effect twelve (12) months following the commercial availability of the latest Upgrade for such Add-On(s) or twelve (12) months following ISB’s notification of its commercial retirement.

##### **1.2. COMMERCIAL LICENSE (PC/SERVER).**

A Commercial License grants You a limited-scope, non-exclusive, non-transferable, non-sublicensable, fee bearing and worldwide license to install and use the Add-On(s) on Your computers and device(s) or on Your internal or dedicated server (the term “dedicated server(s)” includes Your hosted and leased servers), collectively referred to as “Permitted Add-On Devices”. You or Your service providers may only install or use the Add-On(s) in support of Your software products or applications (“Products”). Third parties may be granted access and use of the Add-On(s) strictly for the purpose of using Your Products on Your Permitted Add-On Devices. You may not incorporate the Add-On(s) into OEM products manufactured and/or distributed by You.

ISB will provide You with a unique license key for the Add-On(s) per computer, device or server. You must load a legitimate and unique license key prior to any use of the Add-On(s).

##### **1.3. STANDARD OEM LICENSE.**

A Standard OEM License grants You a limited-scope, non-exclusive, non-transferable, fee bearing, non-sublicensable (other than as described herein) license to:

- i. install, access and use the Add-On(s) only in order to incorporate it/them 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 Add-On(s) incorporated into OEM Products.

A Standard OEM License is valid for the specific application confirmed in writing by ISB 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 ISB, at least once per year or at any time upon ISB'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 ISB.

ISB 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.

#### **1.4. CAPACITY RENTAL LICENSE.**

A Capacity Rental License grants You a limited-scope, non-exclusive, non-transferable, non-sublicensable (other than as described herein), fee bearing and worldwide right to install and use the Add-On(s) on a hosted server (or partition thereof) in order to allow Your customers to use the added functionality offered by the Add-On(s). The Add-On(s) may only be used in support of the services You provide. A Capacity Rental License includes support and maintenance services governed by the terms and conditions of Addendum 2. Unless agreed upon otherwise in writing and without prejudice to the provisions of sections 4.1.5 and 5 of the License Agreement, a Capacity Rental License is granted for a 12 month period. Within fifteen (15) days after the end of each 12 month period, You shall deliver to ISB a listing, as of the first day of said period, including (a) Your corporate name and (b) the quantity of PDF files processed through the Add-On(s) during that 12 month period. With regard to the initial 12 month period and before any license rights are granted to You, You shall deliver to ISB an estimate of the quantity of PDF files You shall normally process during the initial 12 month period.

As from the iText Core 7.1.0 release, ISB may collect usage data by including code within the Software that generates and sends to ISB automated volume counts regarding only the quantity of PDF files generated, modified, adapted, stamped, filled in, inspected or otherwise processed under Your Capacity Rental License. In such case the second to last sentence of the immediately preceding paragraph (“Within fifteen (15) days after...during that 12 month period”) will no longer be applicable. Automated usage reports will not include any other information, excluding in particular content related data or any personally identifiable information. You must ensure that such automated volume counts are enabled and are not blocked by such factors as lack of internet connection, firewalls, etc..

ISB 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 BVBA.  
[insert date]

## **ADDENDUM 2 TO THE ITEXT 7 SOFTWARE LICENSE AGREEMENT**

### **SUPPORT AND MAINTENANCE AGREEMENT**

Between iText Software BVBA (“**ISB**”), a Belgian limited liability corporation, with registered office at Business Center “De Punt”, Kerkstraat 108, 9050 Ghent, Belgium, VAT BE0838.649.627 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 is Addendum 2 to the License Agreement. This Addendum 2 governs the delivery by ISB of any support and/or maintenance services for the Software and Add-On(s) (“Support and Maintenance Services”).

The provisions 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 ISB, BY EXECUTING THIS ADDENDUM 2, SUBMITTING A PURCHASE ORDER OR BY MAKING ANY PAYMENT FOR OR BY ACCEPTING ANY SUPPORT AND MAINTENANCE SERVICES.

#### **1. DEFINITIONS.**

**BUSINESS DAY.** “Business Day” means Monday till Friday, from 9 am 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.

Unless otherwise defined hereunder, all other capitalized terms or words shall have the meaning set forth in 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, ISB, or a third party appointed by ISB, shall provide You with the agreed upon Support and Maintenance Services during the term of this Addendum 2. ISB shall only provide Support and Maintenance Services for the latest Upgrade of the Software or the Add-On(s) and for the release immediately preceding such last Upgrade. Support and maintenance services with regard to such second to last release may be discontinued by ISB twelve (12) months following the commercial availability of the latest Upgrade or twelve (12) months following ISB’s notification of the commercial retirement of an Add-On (i.e. when no further Upgrades for the Add-On shall be made available).
- 2.2. EXCLUSIONS AND RESTRICTIONS.** ISB 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 ISB or made without ISB’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 ISB or for which ISB 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 ISB 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 ISB. You may not withhold or suspend payment of fees due and payable under the License Agreement or Addendum 1 on the basis of ISB’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 ISB’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 ISB on its own systems) Incident which ISB hereby acknowledges as being inherent to the Software or Add-On(s).

“Acknowledgement Time” means the Time within which ISB 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 ISB 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 ISB confirms receipt of any Incident reported to it by You, mentioning the registration number in ISB’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 ISB to reproduce the error, flaw, failure, malfunction or issue in the Software or Add-On(s) that You reported to ISB.

“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 Addendum 2, You have to report the issue or problem to ISB using the contact form provided by ISB or the online input screen on ISB’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, ISB 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 ISB) dedicated to delivering technical support. Support will be provided by ISB 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 ISB for Acknowledged Incidents. ISB 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.**

ISB 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 degraded or (ii) frequent failures make the Software or Add-On unreliable.  ISB 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 ISB determines in its sole discretion.

2.4.5. Initial Response and Acknowledgement Time.

<b>Severity Level</b>	<b>Initial Response Time</b>	<b>Acknowledgement Time</b>
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 ISB, 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 ISB 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 ISB. The Time within which ISB 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, ISB distinguishes simple from complex Acknowledged Incidents. Simple Acknowledged Incidents can be resolved by ISB 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 ISB’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, ISB 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 ISB 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, ISB can ask for a SSCCE that can be compiled and executed on ISB's own systems. As long as the SSCCE requested by ISB has not been provided or if the information requested by ISB is not provided by You, it may prevent ISB 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, ISB 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). ISB 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, ISB 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). ISB shall notify You if Upgrades are available. Upgrades do not include separate or different products marketed by ISB 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, ISB shall have no obligation of any kind to renew coverage for Support and Maintenance Services. Any renewal shall require payment to ISB 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.** ISB 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 ISB 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 ISB Helpdesk can be contacted as follows:

- E-mail: [support@itextpdf.com](mailto: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 ISB must be send to iText Software BVBA, Business Center "De Punt", Kerkstraat 108, 9050 Ghent, Belgium, attention: Johan Heyrman, with a simultaneous copy to [contracts@itextpdf.com](mailto:contracts@itextpdf.com).

Authorized by iText Software bvba, [insert date]

## **Exhibit I to Addendum 2 (Support and Maintenance Services)**

### **Support Procedures and Guidelines**

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

- **Fully describe the Incident.**

You must include all details reasonably needed for ISB 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 7.1.1).

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

- **Provide code.**

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