ActivePDF Software Licensing and Support Agreement

NOTICE TO USER:

THIS IS A CONTRACT. BY INSTALLING THIS SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This ActivePDF, Inc. ("ACTIVEPDF") Software Licensing and Support Agreement ("SLSA") accompanies all ActivePDF products and related explanatory materials ("SOFTWARE"). The term "SOFTWARE" shall also include any upgrades, modified versions or updates of the Software licensed to you by ACTIVEPDF. Please read this SLSA carefully. If you are reading this prior to electronic distribution of the SOFTWARE, you will be asked to accept this agreement and continue to install. If you wish to decline this agreement you will not be able to use the SOFTWARE.

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

1. DEFINITIONS.

- a. INSTANCE A loaded operating system running either on a physical computer or within a virtual environment. Each virtual environment on a physical computer is deemed an instance.
- b. CORE The representation to the INSTANCE of a logical processor as determined by the operating system in use in the INSTANCE.
- c. SOCKET A physical processor installed on a physical computer.
- d. PRODUCTION USE Execution of the SOFTWARE for the purposes of running day to day business operations.
- e. NON-PRODUCTION USE Execution of the SOFTWARE excluding PRODUCTION USE purposes including development, testing, demonstration and emergency recovery.
- f. PERPETUAL LICENSE A license, as granted under this SLSA, that extends into perpetuity.
- g. RENEWABLE LICENSE A license, as granted under this SLSA, that is time limited and upon expiration or non-renewal is revoked.
- h. EVALUATION LICENSE A license, as granted under this SLSA, which is time limited and, if not extended, upon expiration is revoked.
- i. DEVELOPER PROGRAM LICENSE A RENEWABLE LICENSE, as granted under this SLSA, that is limited to NON-PRODUCTION USE only.
- j. EMERGENCY RECOVERY Execution of the SOFTWARE for the purposes of replacing a PRODUCTION USE license in the case of unrecoverable disaster.

- k. VERSION BUILD NUMBER A number assigned to a version of the SOFTWARE indicating the date on which the SOFTWARE was compiled for release.
- I. PRODUCTION SUPPORT Entitlement to technical assistance by ACTIVEPDF to the LICENSEE with respect to installation, licensing, activation, analysis of problem reports and errors of the SOFTWARE for licenses purchased for PRODUCTION USE only.
- m. MAINTENANCE Entitlement to major releases, minor releases, maintenance releases, emergency fixes and license key changes, if any, to the SOFTWARE and corresponding documentation.
- n. MAINTENANCE AND SUPPORT The combination of PRODUCTION SUPPORT and MAINTENANCE.
- o. DEVELOPER SUPPORT Entitlement to technical assistance by ACTIVEPDF to the LICENSEE with respect to use and interaction of the SOFTWARE within LICENSEE's development environment for NON-PRODUCTION USE only.
- p. SUPPORT CERTIFICATE A document provided to you indicating the MAINTENANCE, PRODUCTION SUPPORT and/or DEVELOPER SUPPORT you are entitled to and the term during which the same is applicable.
- q. SEPARATE AGREEMENT Any other agreement entered into between ACTIVEPDF and you that removes from, adds to or replaces this SLSA.
- r. LICENSEE The individual or, if an entity, the entity, accepting this agreement.
- s. SITE A single contiguous physical location controlled by a single organization (e.g. an office, building, complex or campus).
- t. NAMED USER A single individual as identified by their email address.
- u. RENEWAL The purchase and subsequent payment of a renewal package extending the termination date of a RENEWABLE LICENSE, DEVELOPER LICENSE and/or MAINTENANCE AND SUPPORT.
- v. CONCURRENT CORES The number of CORES that the SOFTWARE, if so licensed, is allowed to execute simultaneously on separate CORES.
- w. LICENSE FILE A separate file granting rights under this SLSA.
- x. DESKTOP APPLICATION Software developed and executed on an INSTANCE, that executes in an operating system designed for desktop use, within the context of the current logged in user, in the foreground and does not duplicate or merely wrap the functionality of the SOFTWARE.

2. EVALUATION LICENSE.

If you have not purchased a license from ACTIVEPDF (or duly authorized distributor), you are hereby

granted an EVALUATION LICENSE to use the SOFTWARE on a single INSTANCE for a period of 30 days. ACTIVEPDF reserves the right to extend the evaluation period but under no circumstances are you to use the SOFTWARE beyond the initial or extended period. You hereby agree and understand that the SOFTWARE may be limited in functionality, output may be watermarked or other measures, if any, as ACTIVEPDF sees fit. ACTIVEPDF is under no obligation to provide support and all warranty on the SOFTWARE is "AS-IS".

3. GRANT OF LICENSE.

ACTIVEPDF grants to you as LICENSEE the following rights, with exceptions and clarifications as noted elsewhere in this SLSA:

a. PERPETUAL LICENSE – If you have purchased a PERPETUAL LICENSE from ACTIVEPDF (or duly authorized distributer), you are hereby granted a non-transferable, nonexclusive license to use the SOFTWARE on the number of INSTANCES you purchased into perpetuity. You are hereby granted the right to install, per the terms of this SLSA, the VERSION BUILD NUMBER of the software existing as of the beginning date of MAINTENANCE AND SUPPORT up to and including the VERSION BUILD NUMBER of the software existing as of the end date of MAINTENANCE AND SUPPORT. You are not permitted to install or use a VERSION BUILD NUMBER of the software prior to the beginning date or after the ending date of MAINTENANCE AND SUPPORT without the express written consent of ACTIVEPDF.

b. RENEWABLE PRODUCTION USE LICENSE – If you have purchased a RENEWABLE LICENSE for PRODUCTION USE from ACTIVEPDF (or duly authorized distributor), you are hereby granted a non-transferable, nonexclusive license to use the SOFTWARE on the number of INSTANCES purchased. Upon non-renewal and subsequent expiration of the RENEWABLE LICENSE you hereby agree to uninstall and destroy all copies of the SOFTWARE and make no attempt to bypass or circumvent the date limitations imposed by the SOFTWARE. Continued use of the SOFTWARE beyond the expiration date will be deemed a voluntary conversion to a PERPETUAL LICENSE, which you hereby agree to purchase from ACTIVEPDF. You are also hereby granted the right to install, per the terms of this SLSA, the VERSION BUILD NUMBER of the software existing as of the beginning date of the RENEWABLE LICENSE up to and including all VERSION BUILD NUMBERS of the software existing during the term of the RENEWABLE PRODUCTION LICENSE. You are not permitted to install or use a VERSION BUILD NUMBER of the software prior to the beginning date of the RENEWABLE PRODUCTION USE LICENSE without the express written consent of ACTIVEPDF.

c. CORE, CONCURRENT CORE AND SOCKET LICENSES

- i. If you purchased a PERPETUAL LICENSE or RENEWABLE PRODUCTION LICENSE limited to a CORE count, the use of the SOFTWARE is further limited to each INSTANCE where the number of CORES available to the INSTANCE do not exceed the CORE count you purchased, unless you purchased the maximum CORE count available, in which case you may run the software on each INSTANCE with unlimited CORES. You may not spread the CORE count across multiple INSTANCES.
- ii. If you purchased a PERPETUAL LICENSE or RENEWABLE PRODUCTION LICENSE limited to a

CONCURRENT CORE count, the use of the SOFTWARE is further limited to each INSTANCE where the number of CONCURRENT CORES that shall simultaneously execute the SOFTWARE within the INSTANCE do not exceed the CONCURRENT CORE count you purchased. You may not spread the CONCURRENT CORE count across multiple INSTANCES.

iii. If you purchased a PERPETUAL LICENSE or RENEWABLE PRODUCTION LICENSE limited to a SOCKET count, the use of the SOFTWARE is further limited to each INSTANCE where the number of SOCKETS available to the INSTANCE do not exceed the SOCKET count you purchased, unless you purchased the maximum SOCKET count available, in which case you may run the software on each INSTANCE with unlimited SOCKET. You may not spread SOCKET count across multiple INSTANCES.

d. SERVER DEVELOPER PROGRAM LICENSE:

- i. If you have purchased a NAMED USER SERVER DEVELOPER PROGRAM LICENSE, one Named User, identified by their email address, is permitted to use the SOFTWARE. A Named Developer is a specific individual designated by you to use the SOFTWARE. A NAMED USER DEVELOPER LICENSE may be installed on one or more computers so long as such computer/computers is/are used only by the Named Developer for NON-PRODUCTION use at any given time.
- ii. If you have purchased a SITE SERVER DEVELOPER PROGRAM LICENSE, you may install and use the SOFTWARE on an unlimited number of computers for NON-PRODUCTION use within the SITE, use the SOFTWARE on a network in the SITE; or copy the SOFTWARE for archival purposes, provided any copy must contain all of the original SOFTWARE's proprietary notices.
- iii. Upon non-renewal and subsequent expiration of the SERVER DEVELOPER PROGRAM LICENSE you hereby agree to uninstall and destroy all copies of the SOFTWARE being used under the DEVELOPER PROGRAM LICENSE. Continued use of the SOFTWARE under the SERVER DEVELOPER PROGRAM LICENSE beyond the expiration date will be deemed a voluntary conversion to a PERPETUAL LICENSE, per INSTANCE installed on, which you hereby agree to purchase from ACTIVEPDF.
- iv. You are hereby granted the right to run any VERSION BUILD NUMBER of the software prior to any non-renewal and subsequent expiration of the DEVELOPER PROGRAM LICENSE.

e. DESKTOP DEVELOPER PROGRAM LICENSE:

- i. If you have purchased a DESKTOP DEVELOPER PROGRAM LICENSE, one User is permitted to use the SOFTWARE for development of DESKTOP APPLICATIONS on one INSTANCE only. "Build machines" that load the SOFTWARE into a design environment count as a developer and must also be licensed.
- ii. You may not write a "wrapper" component that merely exposes the functionality of the SOFTWARE to bypass the single developer requirement. Each developer that works on the DESKTOP APPLICATION and that accesses the SOFTWARE must be licensed.

- iii. You may redistribute the SOFTWARE in an unlimited number of DESKTOP APPLICATIONS, in object form only, for a single SITE ONLY for your organization.
- iv. Upon non-renewal and subsequent expiration of the DESKTOP DEVELOPER PROGRAM LICENSE you hereby agree to uninstall and destroy all copies of the SOFTWARE being used under the DESKTOP DEVELOPER PROGRAM LICENSE. Continued use of the SOFTWARE under the DESKTOP DEVELOPER PROGRAM LICENSE beyond the expiration date will be deemed a voluntary conversion to a SERVER PERPETUAL LICENSE, per INSTANCE installed on, which you hereby agree to purchase from ACTIVEPDF.
- v. You are hereby granted the right to develop with and redistribute any VERSION BUILD NUMBER of the software prior to any non-renewal and subsequent expiration of the DESKTOP DEVELOPER PROGRAM LICENSE.
- vi. You agree to hold confidential any runtime keys given to you by ActivePDF and obfuscate any code that may expose the runtime key.
- vii. The right to redistribute, as defined in this section, survives any non-renewal and subsequent expiration of the DESKTOP DEVELOPER PROGRAM LICENSE.
- e. PROCESSING VOLUME If you purchased any license that provides a limit on volume units (e.g. pages, documents, words, symbols) to be processed during a particular period of time, such as monthly or annually, the number of volume units that may be processed by the SOFTWARE shall be stipulated within the LICENSE FILE. You agree not to exceed the number of the volume units authorized to be processed during the time period specified. You also agree to make no attempts to circumvent the calculation and storage of the volume units consumed; without the express written consent of ACTIVEPDF.
- f. ELECTRONIC DOCUMENTS Solely with respect to electronic documents included with the SOFTWARE, you may make an unlimited number of copies (either in hardcopy or electronic form), provided that such copies shall be used only for internal purposes and are not republished or distributed to any third party.
- g. STORAGE/NETWORK USE You may store or install one (1) copy of the SOFTWARE on a storage device, such as a network server, for backup and archival purposes only. A license for the SOFTWARE may not be shared or used concurrently on different computers.
- h. You agree not to modify the Producer or Creator fields within any PDF documents created by SOFTWARE.
- i. You may not bypass the SOFTWARE's user interface that is provided with the SOFTWARE, without an additional written agreement with ACTIVEPDF, including use of the SOFTWARE in aggregate with any other SOFTWARE, except by means stipulated in the SOFTWARE.
- j. ACTIVEPDF reserves all rights not expressly granted.
- 4. COPYRIGHT.

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5. RESTRICTIONS.

- a. You may not resell, transfer, rent or lease the SOFTWARE.
- b. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software.
- c. You may not alter or modify in any way the installer for the Software, or create a new installer for the Software unless a SEPARATE AGREEMENT granting those rights is agreed to.
- d. You agree to hold in the strictest confidentiality any and all code, including, but not limited to, serial numbers, license keys, license files, verification data, application codes, runtime codes and unlock codes given to you by ACTIVEPDF to enable your application.
- e. Under no circumstances is the SOFTWARE licensed under a RENEWABLE LICENSE to be used for PRODUCTION USE with the following exceptions:
- 1. A RENEWABLE LICENSE used for EMERGENCY RECOVERY, if replacing a PERPETUAL LICENSE, may be automatically converted to a PERPETUAL LICENSE for PRODUCTION USE if the INSTANCE with the PERPETUAL LICENSE becomes unavailable.
- 2. A RENEWABLE PRODUCTION USE LICENSE.
- 3. A RENEWABLE LICENSE used for EMERGENCY RECOVERY, if replacing a RENEWABLE PRODUCTION USE LICENSE, may be automatically converted to a RENEWABLE PRODUCTION USE LICENSE if the INSTANCE with the RENEWABLE PRODUCTION USE LICENSE becomes unavailable.
- f. Under no circumstances is the SOFTWARE to be used, alone or integrated into your application(s), as part of a pay-for-use service, unless a SEPARATE AGREEMENT granting those rights is agreed to. A "pay-for-use service" is heretofore defined as an application delivered over the Internet for which you charge customers to access or use. Examples of pay-for-use services include, but are not limited to, Software as a Service, on-demand software, services as a software substitute, Infrastructure as a Service, Platform as a Service, Desktop as a Service and Backend as a Service.
- g. You agree to not use the SOFTWARE to violate any individual's or entity's copyright protection with unauthorized access to that individual's or entity's content and indemnify and hold harmless ACTIVEPDF from any such activity even if such violation is unintentional.

6. UPGRADES.

If the SOFTWARE is labeled as an upgrade, you must be properly licensed to use a product identified by ACTIVEPDF as being eligible for the upgrade in order to use the SOFTWARE. SOFTWARE labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this SLSA. If the SOFTWARE is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

7. REDISTRIBUTABLE CODE.

Except as defined in 3(e) above, no portion of the SOFTWARE may be redistributed or embedded into a redistributed application unless a SEPARATE AGREEMENT granting those rights is agreed to.

8. EXPORT RESTRICTIONS.

You agree that neither you nor your customers intend to or will, directly or indirectly, export or transmit (a) the SOFTWARE or related documentation and technical data or (b) your software products as defined under of this SLSA (or any part thereof), or any process or service that is the direct product of the SOFTWARE to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

9. NO WARRANTY.

The SOFTWARE is being delivered to you AS IS and ACTIVEPDF makes no warranty as to its use or performance. ACTIVEPDF AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION. ACTIVEPDF AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL ACTIVEPDF OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN ACTIVEPDF REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you.

10. SUPPORT ENTITLEMENTS

a.PERPETUAL LICENSE – If you purchased a PERPETUAL LICENSE, you are entitled to MAINTENANCE AND SUPPORT under the following conditions:

i. If you purchased MAINTENANCE AND SUPPORT ("PURCHASED SUPPORT"), coverage of your

entitlement starts and ends with the term as indicated on your SUPPORT CERTIFICATE.

- ii. If you did not purchase MAINTENANCE AND SUPPORT ("LIMITED INSTALLATION SUPPORT"), coverage of your entitlement begins on the date of purchase and extends for one (1) month after the date of purchase and may not be extended without the express written consent of ACTIVEPDF.
- b. RENEWABLE PRODUCTION-USE LICENSE If you purchased a RENEWABLE PRODUCTION-USE LICENSE, you are entitled to MAINTENANCE AND SUPPORT; coverage of your entitlement starts and ends with the term as indicated on your SUPPORT CERTIFICATE.
- c. SERVER DEVELOPER LICENSE If you purchased a SERVER DEVELOPER LICENSE, you are entitled to MAINTENANCE and DEVELOPER SUPPORT; coverage of your entitlement starts and ends with the term as indicated on your SUPPORT CERTIFICATE.
- d. DESKTOP DEVELOPER LICENSE If you purchased a DESKTOP DEVELOPER LICENSE, you are entitled to MAINTENANCE and DEVELOPER SUPPORT; coverage of your entitlement starts and ends with the term as indicated on your SUPPORT CERTIFICATE. Support for SOFTWARE distributed with DESKTOP APPLICATION does not survive beyond the term of your entitlement.
- e. EXTENSION Upon RENEWAL, your entitlements as indicated above are hereby extended to the end of your RENEWAL; coverage of your entitlement starts and ends with the term as indicated on your SUPPORT CERTIFICATE.

11. INCLUDED SUPPORT SERVICES AND RESPONSE TIMES

- a. PURCHASED SUPPORT, RENEWABLE PRODUCTION-USE LICENSE include email and/or support portal-based assistance for a single named support contact with issues relating to a PRODUCTION USE license and affecting a production environment, including licensing, installation, configuration, network and file specific issues. Response time is 4 business hours (Monday Friday, 7AM -4PM Pacific Time, holidays excluded)
- b. LIMITED INSTALLATION SUPPORT include email and/or support portal-based assistance for a single named support contact with issues relating specifically to the installation or licensing of a PRODUCTION USE license and affecting a production environment. Response time is one business day (Monday Friday, holidays excluded)
- c. DEVELOPER SUPPORT includes email and/or support portal-based assistance with issues relating to a DEVELOPER LICENSE and affecting NON-PRODUCTION use, including diagnosing, reviewing and troubleshooting code. Access to beta programs and interim builds are also included. Response time is 4 business hours (Monday Friday, 7AM-4PM Pacific Time, holidays excluded)
- i. NAMED USER DEVELOPER LICENSES and DESKTOP DEVELOPER LICENSES may designate one (1) named individual who is entitled to access support resources.
- ii. SITE SERVER DEVELOPER LICENSES may designate up to five (5) named individuals who are entitle to

access support resources.

12. EXPIRED MAINTENANCE AND SUPPORT

- a. ACTIVEPDF shall make all best efforts to notify you, for RENEWAL purposes, 45 days prior to the expiration of PURCHASED SUPPORT, RENEWABLE PRODUCTION-USE LICENSE and/or DEVELOPER LICENSE.
- b. Upon expiration and non-renewal of your PURCHASED SUPPORT, RENEWABLE PRODUCTION-USE LICENSE and/or DEVELOPER LICENSE, all entitlements granted herein cease. ACTIVEPDF reserves the right to extend, but is under no obligation to provide, an offer for RENEWAL at any time after the expiration of support or license.
- c. Should ACTIVEPDF determine that you accessed support resources after expiration of your support or license, ACTIVEPDF reserves the right to charge and you agree to pay reasonable incidental support fees as determined by ACTIVEPDF.
- d. Should ACTIVEPDF determine that you downloaded, installed and/or otherwise used a VERSION BUILD NUMBER of SOFTWARE published after the expiration of your support or license, ACTIVEPDF reserves the right to charge and you agree to pay the cost of full licenses of the SOFTWARE, at the list price of the SOFTWARE effective on the date said determination is made.

13. ADDITIONAL SUPPORT TERMS

ACTIVEPDF reserves the right to add, change or remove benefits or features from any support program at any time and without notice. ACTIVEPDF also reserves the right to create or remove additional support programs that may not be covered under this Agreement. Current support terms, conditions, benefits and features, will be as published on the ACTIVEPDF website or ACTIVEPDF support site, and any modifications will supersede the terms published in this SLSA.

14. AUDIT.

In order to verify your compliance with this SLSA, ACTIVEPDF in its sole discretion may request either or both of the following: that you provide ACTIVEPDF with a written certification describing the extent of your use of the Software, including consumed processing volume, and/or allow ACTIVEPDF and/or its representatives to conduct a reasonable audit of your applicable records and premises. You agree to comply with such request(s) and to provide ACTIVEPDF with such assistance as may be reasonably requested by ACTIVEPDF.

15. GENERAL PROVISIONS.

a. Entire Agreement. This SLSA sets forth ACTIVEPDF's entire liability and your exclusive remedy with respect to the SOFTWARE and supersedes the terms of any purchase orders and any other communications or advertising with respect to the SOFTWARE. You acknowledge that this SLSA is a

complete statement of the agreement between you and ACTIVEPDF with respect to the SOFTWARE, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions with respect to the SOFTWARE.

- b. Headings. Headings under this SLSA are intended only for convenience and shall not affect the interpretation of this SLSA.
- c. Waiver and Modification. No failure of either party to exercise or enforce any of its rights under this SLSA will act as a waiver of those rights. This SLSA may only be modified, or any rights under it waived, by a written document executed by the party against which it is asserted.
- d. Severability. If any provision of this SLSA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this SLSA will not be affected.
- e. Governing Law. This SLSA will be governed by the laws of the State of California, U.S.A., excluding the application of its conflicts of law rules. This SLSA will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this SLSA is found void and unenforceable, it will not affect the validity of the balance of the SLSA, which shall remain valid and enforceable according to its terms. You agree that the SOFTWARE will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations. This SLSA shall automatically terminate upon failure by you to comply with its terms. This Agreement may only be modified in writing signed by an authorized officer of ACTIVEPDF.

16. Notice to Government End Users

If this product is acquired under the terms of a: GSA contract- Use, reproduction or disclosure is subject to the restrictions set forth in the applicable ADP Schedule contract; U.S. DoD contract- Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of 252.227-7013; Civilian agency contract- Use, reproduction, or disclosure is subject to 52.227-19 (a) through (d) and restrictions set forth in this SLSA.

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Effective 06/16/2017