

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE AGREEING TO ITS CONTENTS. BY CHECKING THE ACCEPTANCE BOX ON YOUR SCREEN, AND/OR BY DOWNLOADING, INSTALLING AND USING THE SOFTWARE, YOU CONFIRM YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENT, YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.**

This document (hereafter referred to as the “Agreement”) constitutes an agreement entered into by and between you and Altsoft, bvba (hereafter referred to as “Altsoft”), a corporation under Belgian law with its registered offices at Gijzelaarsstraat 34, 3200 Aarschot, Belgium, VAT number BE0474378894.

This Agreement states the terms and conditions upon which Altsoft offers to license the MergeSplit PDF software provided in this package as source code together with its accompanying documentation (hereafter collectively referred to as the “Software”).

### ***License Agreement Summary***

The following summary contains an overview of the key points of the Agreement.

**Note that this summary should not be considered a complete, accurate, and binding description of the terms and conditions of the Agreement. The summary is merely provided for your personal convenience, and does not bind you or Altsoft in any way. The terms and conditions described below under the heading Full License Agreement constitute the only legally valid and binding elements of the Agreement.**

- Licenses are PER CUSTOMER. A single license entitles you to:
  - make one copy of the Software on one machine (hereafter referred to as the “Development System”). On the Development System, the Software may be integrated in unmodified form into your own software (hereafter referred to as the “Non-Altsoft Code”). Note that the license allows multiple people to work on the development on the Development System, but not simultaneously. Only one person at a time may work on integrating the Software into the Non-Altsoft Code. If you wish for additional developers to work on the development process simultaneously, or if you wish to copy the Software on other machines than the Development System, you will need to acquire additional developer licenses from Altsoft (contact [sales@alt-soft.com](mailto:sales@alt-soft.com) <<mailto:sales@alt-soft.com>>).
  - run one copy of the Non-Altsoft Code containing the integrated Software on one machine (hereafter referred to as the “Runtime System”). The Runtime System may be used as a server, including as a web server if desired, and the license allows an unlimited amount of users to use the Non-Altsoft Code containing the integrated Software through the Runtime System.
    - However, you may not sell and/or redistribute the Software in any form, including after integration into any Non-Altsoft Code, as the license is non-transferable. Should you wish to redistribute any Non-Altsoft Code containing the Software, you will need to acquire a redistributable license from Altsoft (contact [sales@alt-soft.com](mailto:sales@alt-soft.com) <<mailto:sales@alt-soft.com>> ).
    - The Software is provided on an AS-IS BASIS, without any warranties, express, implied or statutory, with regard to merchantability or fitness for a particular purpose, except where expressly provided otherwise in the Full License Agreement or as required by law.

- The Agreement entitles you to one year of SUPPORT AND UPDATE SERVICES.
- The validity and interpretation of the Agreement is EXCLUSIVELY SUBJECT TO BELGIAN LAW, and any disputes resulting from or in connection to the Agreement may be only be presented before the competent courts of Brussels, Belgium.

### ***Full License Agreement***

#### 1. LICENSE

The Software is protected by Belgian copyright laws and any applicable international treaty provisions. It is proprietary to Altsoft and the title thereto belongs to Altsoft. You may not remove any copyright notice from any copy of the Software. All applicable rights, including to patents, copyrights, trademarks and trade secrets in the Software or any modifications made by the parties are and shall remain in title to Altsoft. Under no circumstances shall the Agreement be construed to include any rights not explicitly granted therein, all of which are expressly retained by Altsoft.

1.1. Altsoft hereby grants to you, and you accept, a worldwide, non-exclusive, non-assignable, non-transferable license to install and use a copy of the Software. This license allows you to:

- make one copy of the Software, which may be installed on a single machine (hereafter referred to as the “Development System”). On the Development System, the Software may be integrated in unmodified form into your own software (hereafter referred to as the “Non-Altsoft Code”) by one developer at a time. Additional Developer Licenses may be purchased from Altsoft if you wish for multiple developers to work on the development process simultaneously, or if you wish to copy the Software on additional machines, other than the single Development System.
- run one copy of the Non-Altsoft Code containing the integrated Software on one machine (hereafter referred to as the “Runtime System”). The Runtime System may be made accessible as a server, offering the functionality of the Non-Altsoft Code containing the integrated Software through the Internet, an intranet or other communications network if desired, to an unlimited amount of users.

The Development System and the Runtime System may be the same physical machine, provided that the configuration of both Systems does not allow multiple developers to simultaneously integrate the Software in unmodified form into the Non-Altsoft Code).

Use of the resulting Non-Altsoft Code containing the Software through the Runtime System is not subject to any restrictions of usage, provided that it does not allow any third parties to install or directly use the Software in any form. For the purposes of this clause, third parties shall not include your employees, your affiliated companies or their employees.

You are allowed to make one back-up copy of the Software for archival purposes, provided that you reproduce on the copy all copyright and other proprietary rights notices included on the originals of the Software.

You warrant that the Non-Altsoft Code does not compete directly or indirectly with any software product offered by Altsoft at the time of execution of the Agreement, and that the Non-Altsoft

Code will not be presented to the Altsoft's potential and existing customers in such a manner that it could be perceived as a software product that directly or indirectly competes with the Altsoft's software products. The Non-Altsoft Code must add primary and substantial functionality to the Software.

You warrant that the Non-Altsoft Code will not be licensed under any terms which require or allow the source code of the Software to be made available, either wholly or in part, either directly or through decompiling, to any third party. The source code of the Software is considered in its entirety to be confidential, as defined below.

You warrant that the Software will not be the subject of any escrow agreement, either by itself or integrated into the Non-Altsoft Code, under conditions that could permit the Software's source code to be revealed to any third parties without the express prior written consent of Altsoft; and that the Non-Altsoft Code will not be made the subject of any other agreement which could result in similar consequences.

You warrant that you will not edit, extend, or modify the Software in any way, except when strictly necessary to implement the Software into the Non-Altsoft Code.

The above provisions shall be referred to as the "License."

1.2. You recognize that "Altsoft" and "MergeSplit PDF" are designations under the sole control of Altsoft. You recognize that the License does not entitle you to any commercial use of such names in any form without the express prior written consent of Altsoft.

1.3. You recognize the Altsoft's right to mention your usage of the Software in commercial communications, including but not limited to the Altsoft's website, third party websites, commercial banners or folders, e-mails, announcements in periodicals, or trade publications. Such communications may include your identity, business sector and annual revenue, insofar as such information is publicly available.

1.4 You recognize the Altsoft's right to claim paternity of the Software. You acknowledge that the Non-Altsoft Code must prominently display the following statement in the "help" text or "about" text of the Non-Altsoft Code, or in any other section of the Non-Altsoft Code that is presented to the end user, as well as in the acknowledgements in the documentation associated with the Non-Altsoft Code and the packaging and other promotional material:

"This product uses MergeSplit PDF. MergeSplit PDF is the exclusive property of Altsoft bvba".

This obligation notwithstanding, Altsoft retains the right to vindicate, maintain and enforce its paternity rights in any other manner, provided that such additional measures do not interfere with your ability to commercially exploit the Software to the fullest.

## 2. TERM AND TERMINATION

2.1. This License is granted for the duration of the Software's legal protection under Belgian law, unless otherwise terminated consistent with the terms of this Agreement.

2.2. This License will terminate automatically and without any prior notice if you fail to comply with any term or condition of the Agreement, notwithstanding the Altsoft's right to enforce any rights provided by law.

2.3. Either party may terminate this Agreement upon written notice to the other party if the other party breaches any of the provisions herein, provided the non-breaching party has first given the other party written notice consistent with the terms of notice set forth herein of such breach and the other party has failed to cure such breach within thirty (30) days, following receipt of such notice. Such notice will not be required if the specified breach cannot reasonable be cured by the defaulting party, including but not limited to breaches of confidentiality obligations.

2.4. You may terminate this Agreement by returning the Software to Altsoft at any time with a written notice of termination. Such notice will not result in the restitution of any fees due to Altsoft under this Agreement.

2.5. This License is terminated automatically and without further notice in the event you (i) terminate or suspends your business; (ii) become subject to any bankruptcy or insolvency proceeding under applicable legislation or (iii) become insolvent or become subject to direct control by a trustee, receiver or similar authority.

2.6. Upon termination of the Agreement for any reason, you must immediately cease any use of the Software, both on the Development System and on the Runtime System. Exploitation of the Non-Altsoft Code may only be resumed at such a time when all code elements originating from the Software have been removed from the Non-Altsoft Code. You must immediately destroy all copies of the Software under your control, unless a separate agreement with Altsoft authorises you to retain the Software.

2.7 Altsoft or a certified auditor on the Altsoft's behalf, may, upon its reasonable request and at its expense, audit you with respect to the use of the Software. Any such audit shall be conducted during regular business hours at your facilities and shall not unreasonably interfere with your business activities. Altsoft will not remove, copy, or redistribute any electronic material during the course of an audit. If an audit reveals that you are using the Software in a way that is in material violation of the terms of the Agreement, then you shall pay Altsoft reasonable costs of conducting the audit and any amounts that are attributable to the unauthorized use. In the alternative, Altsoft reserves the right, at its sole discretion, to terminate any licenses granted by Altsoft to you.

### 3. PAYMENT, ORDER PROCESSING AND PRIVACY

3.1. Payment of the Software, entailing a once-only fixed fee, will be processed by share-it! - element 5 GmbH (hereafter referred to as "ShareIt"), at the rates communicated through the ShareIt website.

The processing of your order is subject to the ShareIt's Terms and Conditions, as published on their website, [www.shareit.com](http://www.shareit.com) <<http://www.shareit.com/>>. You agree to the applicability of the Terms and Conditions of ShareIt to your order of the Software.

Upon successful processing of your payment and subject to the ShareIt's Terms and Conditions, ShareIt will provide you with an authentication code (hereafter referred to as the "Product Activation Key") and a download link which will allow you to download and use the Software. You are responsible for retaining your Product Activation Key. Access to support and update services is conditional to the presentation of the Product Activation Key. Without a valid Product Activation Key, you will not be able to download and use the software, nor will you be able to benefit from support or update services.

3.2. The processing of your order is subject to the ShareIt's Privacy Statement, as published on their website, [www.shareit.com](http://www.shareit.com) <<http://www.shareit.com/>>. You agree to the applicability of the Privacy Statement of ShareIt to your order of the Software.

In accordance with the ShareIt's Privacy Statement, ShareIt will provide Altsoft with a minimal amount of personal data with regard to your order. Altsoft will not process such data except to the extent reasonably required for its customer management processes and for support and update services, in compliance with the applicable data protection regulations. Altsoft will never sell your personal data to a third party, or give your personal data to an unaffiliated third party without your express prior consent, except for the aforementioned purposes or when required by law or judicial decree.

#### 4. SUPPORT AND UPDATE SERVICES

4.1 Altsoft shall offer reasonable levels of continuing support services to assist you in the integration of the Software in the Non-Altsoft Code and in its use. Such assistance will be provided exclusively through e-mail, and Altsoft shall make its personnel available for feedback, problem-solving, or general questions. Provision of these services is limited to a period of one year following the execution of the Agreement, and conditional upon the presentation of a valid Product Activation Key.

4.2 You acknowledge that the Altsoft's response times to any individual request depend on the nature and complexity of the question, and on the information you make available to the Altsoft's support services. For this reason, the support services constitute a "best efforts" engagement on the Altsoft's part, without any guarantee, either explicit or implied, on the result to be obtained.

4.3 Notwithstanding the above, Altsoft will cooperate in good faith to successfully integrate the Software into the Non-Altsoft Code within 30 (thirty) days following the execution of the Agreement. In case of failure to integrate the Software into the Non-Altsoft Code in such a manner that an essential function of the Software will remain definitively inoperative in the Non-Altsoft Code, whereas such defect cannot be attributed to any fault, negligence or other shortcoming on the part of Altsoft or of Altsoft's officers, directors, agents, employees, contractors and/or suppliers, you may terminate this Agreement upon written notice (the "Notice of Defect") to Altsoft within thirty (30) days following the execution of this Agreement, specifying the exact nature of the problem. In this case, and subject to the Altsoft's acknowledgement of the definitive and irreparable nature of the defect, Altsoft will refund your licence fee as defined in Section 3 of the Agreement within 60 (sixty) days of receipt of your Notice of Defect. Such termination will not be held to be a breach of contract on the Altsoft's part, and cannot result in any further damages or compensation.

4.4. Altsoft will provide you with update services for as long as you are entitled to support services, and conditional upon the presentation of a valid Product Activation Key. All updates/upgrades offered as a part of the update services are free of charge for the duration of the update services, and will be presented through the Altsoft website ([www.alt-soft.com](http://www.alt-soft.com) <<http://www.alt-soft.com/>>). You acknowledge that Altsoft is not required to produce updates/upgrades of the Software under the terms of the Agreement, and that failure to produce such updates/upgrades during the term of the Agreement does not constitute a breach of contract on the Altsoft's part.

## 5. PARTIES IN INTEREST

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties to this Agreement and their respective successors, heirs, legatees, personal representatives and permitted assigns. No assignment, delegation or other conveyance of this Agreement or of any rights or obligations hereunder may be made by you (by operation of law or otherwise) without the prior written consent of Altsoft. Altsoft may assign its rights and obligations under this Agreement to any other party.

## 6. WARRANTY AND DISCLAIMERS

ALTSOFT, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS PROVIDE THE LICENSED SOFTWARE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. ALTSOFT, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

You assume full responsibility for choosing the Software to achieve your intended results, and agree to bear any consequences resulting from the installation and use of the Software. Should the Software prove defective or unsuitable for your purposes, you will assume the entire cost of any and all necessary servicing, repair or correction, both with regard to the Software, and to any data produced, modified or deleted as a result of its use.

IN ADDITION, ALTSOFT SPECIFICALLY DISCLAIMS ALL WARRANTIES THAT THE LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, OPERATIONAL, SECURE OR OPERATE WITHOUT ERROR; ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF ALTSOFT. ALTSOFT DISCLAIMS ALL WARRANTIES OF ANY KIND IF THE SOFTWARE OR THE REPRESENTATION THEREOF TO YOU WAS IN ANY WAY MODIFIED OR REPACKAGED BY ANY PARTY OTHER THAN ALTSOFT. TO THE FULL EXTENT PERMISSIBLE UNDER BELGIAN LAW, ALTSOFT DISCLAIMS ANY AND ALL SUCH WARRANTIES.

ALTSOFT EXPRESSLY DISCLAIMS ANY LIABILITY FOR DAMAGES RESULTING FROM THE OPERATION OF THE SHAREIT'S SERVICES. ALTSOFT DISCLAIMS ANY WARRANTIES OF ANY KIND WITH REGARD TO THE LEGAL COMPLIANCE, SUITABILITY OR COMPLETENESS OF THE SHAREIT'S LEGAL STATEMENTS AND POLICIES AS APPLICABLE TO YOUR ORDER OF THE SOFTWARE.

IN NO EVENT SHALL ALTSOFT, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS, BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWEVER ARISING, INCLUDING NEGLIGENCE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR YOUR USE OF THE SOFTWARE, WHETHER AN ACTION BASED UPON CONTRACT, TORT, OR OTHERWISE. THE ALTSOFT'S LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE IS LIMITED TO THE AMOUNT OF THE LICENSE FEE AS RECEIVED BY ALTSOFT.

## 7. INDEMNITY

You agree to indemnify and hold Altsoft and its officers, directors, agents, employees, contractors and suppliers, harmless from each claim or demand, whether with or without merit, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Software.

## 8. GENERAL PROVISIONS

8.1. You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms. You further agree that this document is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement.

8.2. No delay by either party shall waive rights under this Agreement. No waiver of any breach of this Agreement shall be a waiver of any other provision of this Agreement, and no such waiver shall be valid unless in writing signed by the parties.

8.3. This Agreement is governed by, and to be interpreted in accordance exclusively with the laws of Belgium, and no other, without regard to any applicable conflict of laws provisions.

Any disputes between the parties are to be resolved by the competent courts of Brussels, Belgium, and construed exclusively under the laws of Belgium, and no other, without regard to any conflict of law principles.

8.4. If any provision of this Agreement is held invalid, void or unenforceable, the remainder of the Agreement shall remain in force, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.5. The parties to this Agreement are acting independently, and an agency, joint venture, partnership, fiduciary relationship, or any other relationship other than in the nature of independent contractor, shall not arise from this Agreement, and neither party has the right or authority to act for, or on behalf of, the other party. The provisions of this Agreement are not for the benefit of any third party.

8.6. Headings are for the convenience of reference only and do not alter the rights and obligations of the parties.

8.7. Neither party shall be liable to the other for any delay or failure due to acts of God, war, transportation difficulties, labor strikes, natural disasters, riots, or acts or omissions of vendors or suppliers beyond the control of the parties.

8.8. Provisions of this Agreement that are intended to survive this Agreement, including but not limited to confidentiality obligations, shall survive.

8.9. This Agreement has been mutually drafted and no presumption relating to ambiguities in favor of one interpretation over another due to the identity of the drafting party shall arise.

8.10. Altsoft shall have the right to collect from you its reasonable expenses incurred in enforcing the Agreement against you, including attorney's fees.

8.11. You expressly accept all of the provisions of the Agreement as legally valid and binding, and waive any right to invoke any contrary provisions provided under applicable laws, except where such applicable laws both expressly prohibit such waivers and forbid any of the provisions above.

## 9. NOTICES

Except as explicitly stated otherwise, all notices shall be given by postal mail with proof of delivery or by email with acknowledgement of receipt. Such notice shall be valid upon actual receipt.

## 10. CONFIDENTIALITY STATEMENT

10.1. For the purposes of the Agreement, Confidential Information shall mean any data or information that is competitively sensitive material, and not generally known to the public, including, but not limited to, the Altsoft Software source code, product planning information, marketing strategies, plans, finance, operations, customer relationships, customer profiles, sales estimates, business plans, and internal performance results relating to the past, present or future business activities of Altsoft or yourself or any of their subsidiaries and affiliated companies and the customers, clients and suppliers of any of the foregoing;

10.2. Notwithstanding any other provisions of this Agreement, Confidential Information shall not include:

- (a) information which is, or subsequently becomes, within the knowledge of the public generally through no fault of the recipient;
- (b) information which one can substantiate by written documentation was already known to the recipient at the time of receipt; or
- (c) information which is subsequently obtained lawfully from a third party who had obtained the information free of any confidentiality obligations.

### 10.3. Confidentiality Obligations.

Altsoft cannot be held liable for the loss of any Confidential Information which you provide to Altsoft as a result of or in connection with the present Agreement.

Specifically, if you voluntarily choose to provide Altsoft with access to the source code of any Non-Altsoft Code, with a view of obtaining the Altsoft's assistance in ensuring the compatibility



of the Software with the Non-Altsoft Code, Altsoft specifically disclaims any liability with regard to the confidentiality of the Non-Altsoft Code.

While Altsoft undertakes a best efforts commitment to ensuring the confidentiality of such Non-Altsoft Code, you recognize that the confidentiality of the Non-Altsoft Code cannot be fully controlled by Altsoft during the electronic exchange of the code between you and Altsoft. By submitting any part of your Non-Altsoft Code to Altsoft, you expressly accept any risk inherent to this exchange, and will not be able to hold Altsoft liable for any subsequent breach of confidentiality with regard to the Non-Altsoft Code or any other Confidential Information as defined above.

#### 10.4. Extended Confidentiality Agreement

If you wish to obtain an extended warranty from Altsoft with regard to the treatment of any of your Confidential Information, please feel free to contact Altsoft through its website ([www.alt-soft.com](http://www.alt-soft.com) <<http://www.alt-soft.com/>>) or through the following e-mail address: [support@alt-soft.com](mailto:support@alt-soft.com) <<mailto:support@alt-soft.com>>. The terms and conditions of such an Extended Confidentiality Agreement will be negotiated on a case by case basis, depending on the nature and sensitivity of the confidential information that you wish to entrust to Altsoft.