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## ComPDFKit License Agreement

Licensor: PDF Technologies, Inc  
Unified social credit code:  
Contact:  
Phone number:  
Email address:  
Address:

Licensee:  
Unified social credit code:  
Contact:  
Phone number:  
Email Address:  
Address:

The ComPDFKit License Agreement (hereinafter referred to as the "License Agreement") is entered into between the licensee: \_\_\_\_\_ and licensor: PDF Technologies, Inc. (hereinafter referred to as the "Licensor") about the ComPDFKit product (hereinafter referred to as the "Product") provided by it. If the licensee installs, executes, or otherwise uses this product, it shall be deemed to agree to be bound by the terms of this license agreement. If the licensee does not agree to this License Agreement, please do not install, execute, or otherwise use it.

### Article 1: Definition

The specific terms used in this agreement have the following meanings:

1. ComPDFKit: refers to a functional development kit product independently developed and released by licensor for reading, commenting, and converting PDF documents; and allows users to read, annotate, and convert PDF documents on Windows, Mac, iOS, Android, and Web platforms. SDK products for format conversion, etc. SDK is a set of software development tools that allow the creation of applications for a software package, software framework, hardware platform, computer system, electronic game console, operating system, or similar development platform.
2. User: refers to the natural person, legal person or other organizations who has obtained an authorization through the agreement to install, execute, use, and copy this product on computers, mobile devices, or other related electronic devices within the scope of authorization.

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3. License target (product): refers to the software, technology, rights, and data.
  4. Related services: refers to the upgrade, update, obstacle removal, technical support that users need to apply or request from the licensor by the license agreement, user manual, online help files, or other policies or related plans published in the name of the licensor. and other services.
  5. User data: refers to the data content that users need to search, analyze or use in other ways on the software interface provided by the functions provided by the software and technologies.
  6. Account license: refers to the license obtained by licensing the user to install, execute, use, and copy on a single or multiple computers, mobile devices, or other related electronic devices of a specific group or unit.

## Article 2: Permission Period

1. This Agreement shall be effective from \_\_\_\_\_ through \_\_\_\_\_ (hereinafter referred to as the “Term” ), with a period of \_\_ year(s). In the event of termination or cancellation of this Agreement, for whatever reason, the license term of this Agreement shall automatically terminate.
  - Licensor confirms with the licensee whether to renew one month before the contract expires each year. If there is no problem, renew automatically. If the customer has any problem, confirm additionally. Regarding the price, licensor has the right to change it.
  - The license is valid for 1 year. If automatic renewal is confirmed, a new license will be generated to replace the original one.
2. After the termination or cancellation of this agreement, the licensee shall not develop, produce or sell any products containing ComPDFKit functions in any form. Licensee’s one-time lifetime or subscription renewal users within the validity period of this agreement are not subject to the restrictions stipulated in the preceding paragraph, and licensor guarantees that they can continue to use the ComPDFKit function normally within the period stipulated in the first paragraph of this article.
3. General Terms
  - The licensor only provides SDK and does not provide other support such as UI, UX, copywriting, etc. While licensee can use the standard UI in Demo.

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- When the subscription ends, the price needs to be re-evaluated on the basis of licensee's new situations, like features, user numbers, user scenarios and more.
  - If licensee has a new functional requirement, the price should be re-evaluated.
  - The licensee cannot re-OEM the app to other companies or users.
  - The licensor can promote this collaboration, including but not limited to one or more press releases, quotations, recommendations, case studies, etc.

4. Technical support:

- Technical support: Included and is limited to bug fixing, or question answering. It can be WhatsApp group with developers or email.
- The licensee can update for the purchased features.
- Stability: ComPDF SDK team will fix major crashes & ANRs provided by the licensee on priority. Licensee shall provide Crash reports & ANR logs to the licensor.

### **Article 3: Scope of License**

1. The licensor only grants the End User the right to install, execute, use the Product, and to request Peripheral Service in the manner as set forth herein. The ownership of the Product will not be transferred to the End User paying the consideration.
2. Licensees may describe all rights and obligations of this license agreement to specific groups or units.
3. The Product shall be licensed for use on the computer, mobile device, and other similar electronic devices as specified by the End User. The license will not be valid without specifying a device. The End User shall obtain the license respectively for the installation, execution or use of the Product on different computers, mobile devices or other similar electronic equipment. With respect to SDK licensing, the End User shall specify the number of computers, mobile devices or other similar electronic devices on which the Product is to be installed, executed and used, which shall be deemed valid only after being expressly stipulated herein. The devices used for installation, execution and use of the Product exceeding the specified number shall be regarded as unlicensed. As for the ways to specify, where the End User enables other people operating the electronic device to execute the Product via Internet connection is not covered herein.

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4. The license scope of this product includes the behavior of installing, executing, using this product, and using data on designated computers, mobile devices, or other related electronic devices. However, if the relevant services are upgraded and updated, the appearance of the product must be marked as the upgraded version will replace or supplement the original software, and the license of the upgrade and update will be obtained. Without the consent of the Licensor, the user shall not lend, lease or sell this product, transfer this product or each functional part by other technical means or allow others to use it.
  5. The user may copy this product on a designated computer, mobile device, or other related electronic devices, but shall not transfer the copied product to a non-specified computer, mobile device, or other similar electronic devices.
  6. The following objects shall be regarded as part of this product and bound by this Agreement.
    - The End User's software complement code.
    - The upgraded, expanded or modified version of the Product through Peripheral Service.
    - The user manual and other written documentation related to the Product furnished by the licensor.
  7. The Users are not allowed to perform reverse engineering on, decompile or disassemble the Product or crack the source code.

#### **Article 4: Copyright Ownership**

The licensor or the license of data origin shall own the copyright on the images, pictures, animations, videos, sound effects, music, text, software code and any other objects contained in the Product which can be subject matters of copyright. Except as expressly agreed herein, the User may not replicate, alter, distribute or otherwise to use these objects without a license from the copyright holder. The above requirements apply to user manuals and other written documentation provided by the Licensor as well.

#### **Article 5: License Fees and Audit Clauses**

The licensee shall pay the license fee to the licensor. Details of the license fee, payment time, and audit terms are shown in Appendix I.

#### **Article 6: Limitations of Rights**

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The licensee shall not reverse assemble, decompile, decrypt, decipher, simulate, apply or use restoration engineering or any other technology to the licensed target to perform any act that intends to know or may know the source code.

## **Article 7: Ownership of Intellectual Property Rights**

1. The licensee shall not obtain the existing and future ownership, patent, copyright, trade secret, technology (KNOW-HOW), or other intellectual property rights of the licensed target due to the licenses of this contract, And shall not apply to any relevant authorities for registration of patents, copyrights, trademarks or other intellectual property rights in any country by itself or by a third party (including but not limited to licensee' s affiliates (if any)) with the purpose of authorization.
2. If the licensee violates the agreement in the preceding paragraph and applies for or obtains the intellectual property rights related to this product, the licensor may request the licensee to transfer or request the licensee to return, or destroy the confidential information and all derivatives at any time.
3. The licensee shall not separate and install the authorized software on different devices, publish, copy, modify, rent, lease, sell, export, import, distribute or lend the authorized software or services, transfer the authorized software, any right to access or use any license or service.
4. All the information collected and obtained by the licensee for the purpose of the user license, as well as all the information developed and created by the licensee for the purpose of the user license, belong to the licensee.

## **Article 8: Warranties and Limitation of Liability**

1. Licensor Guarantee: The Licensor guarantees that it has legal and complete intellectual property rights concerning the subject of the license.
2. Limitation of Liability: The licensor and the licensee shall bear all the guarantee and compensation liabilities due to this contract, and the total amount of the license fee stipulated in this agreement shall be the upper limit. Any disputes or disputes between licensee and a third party that are not caused by the product during the use of the product shall be borne and resolved by licensee on its own.

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## Article 9: Confidentiality

1. Confidential information under this agreement refers to the confidential information disclosed by both parties for the implementation of this agreement, including but not limited to: technical and other confidential procedures, data, plans, reports, forecast data, translation materials, and non-patent Technology, design, production methods, information sources, etc. belong to the confidential information of both parties.
2. For the confidential information disclosed, known or likely to be known for the implementation of this agreement, both parties are obligated to keep each other confidential, and the confidentiality obligation will not be terminated due to the termination or discharge of this agreement. The receiving party shall not disclose the Confidential Information to any third party without the written permission of the disclosing party. Violation of the provisions of this article shall compensate the disclosing party for all losses suffered thereby. (including but not limited to attorney fees, litigation or arbitration fees, travel expenses, announcement fees, execution fees, etc.).

## Article 10: Liability for Breach of Contract

1. If the licensee uses ComPDFKit beyond the scope, or continues to use ComPDFKit after the termination or cancellation of the agreement, in addition to paying the license fee according to \_\_\_\_\_ yuan/day, Licensee shall also pay the licensor a breach of contract equivalent to 2 times the total price of this agreement gold.
2. If the licensee pays the fees under this agreement overdue, it shall pay the licensor a penalty for overdue payment according to the standard of 2/10,000 of the day of overdue payment. If the licensee has not fulfilled the payment obligation for more than 10 working days, the licensor may terminate the contract. In addition to being liable for overdue payment, Licensee shall also pay the licensor liquidated damages equal to 2 times the total price of this agreement.
3. Neither party can terminate this agreement without justifiable reasons, otherwise, it shall be liable for breach of contract by item 4 of this clause.
4. If either party has breached the contract, the observant party may request the breaching party to correct it in writing. If the defaulting party does not make corrections within 10 working days after receiving the written notice, the observant party has the

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right to require the defaulting party to pay liquidated damages equal to 2 times the total price of this agreement.

5. In the terms of this clause, if the liquidated damages paid by the breaching party cannot make up for the losses incurred by the non-compliant party (including but not limited to attorney fees, litigation fees or arbitration fees, travel expenses, announcement fees, execution fees, etc.) , the observant party has the right to require the breaching party to compensate for the excess.

## **Article 11: Dispute Resolution**

1. Applicable law: This contract interprets and applies the laws of the People's Republic of China, and excludes the applicable law of foreign-related civil laws.
2. Any disputes or disputes between the parties due to this agreement or breach of this contract shall be resolved through active negotiation by all parties. If the negotiation fails, either party may submit the disputed matter to the Shanghai International Economic and Trade Arbitration Commission, which will be valid at that time. The arbitration rules shall be used for arbitration, and the place of arbitration shall be Shanghai. The arbitral award is final and binding on the parties. If the dispute or dispute between the two parties involves confidential information, both parties shall strictly abide by the confidential information during the litigation in dispute, including but not limited to taking necessary legal actions such as applying for a secret order.
3. During the dispute resolution period, both parties continue to have their other rights under the contract and shall continue to perform their corresponding obligations under this contract.

## **Article 12: Termination of the Agreement**

1. If the licensee fails to pay the license fee according to the contract, the licensor may terminate the contract in accordance with the provisions of the second paragraph of Article 10. If the licensor chooses to continue to perform the contract, it may also choose to issue a written reminder to the licensee. If the licensee still fails to perform within 15 days after the aforementioned reminder notice is issued, the licensor may notify the licensee in writing to terminate this agreement. Effective immediately when the notice is sent.
2. If either party stops business, reorganizes, dissolves, divides, merges, goes bankrupt, or seizes major assets, the other party must terminate this agreement in writing.

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3. Unless otherwise stipulated in this agreement, when either party breaches the obligations of this agreement, the other party shall terminate this agreement in written notice; however, if it is possible to make corrections, it shall notify the breaching party in writing to make corrections within 30 days.
  4. After the expiration, cancellation, or termination of the license period of this agreement, the licensee shall immediately stop exercising the rights obtained under this agreement, and the licensor shall require the licensee to return or destroy all or part of the confidential information and the delivery listed in Appendix I. Items and related data (including photocopies, manuscripts, and electronic files, etc.).

### **Article 13: General Terms**

1. Complete agreement: This agreement constitutes the complete agreement between the parties, and will become effective after being signed by both parties, and supersedes other written and oral agreements or understanding between the parties concerned with this event.
2. Matters not covered: If there are matters not covered in this agreement, both parties agree to negotiate peacefully based on the principle of good faith and deal with them by relevant laws and regulations.
3. Agreement modification: the licensor needs to update or revise the content of this license agreement by laws and regulations or actual business needs, and it will take effect after publishing or notifying users. During the term of this agreement, the licensee shall be bound by the updated terms.
4. Partial invalidity: If part or all of the terms of this agreement are invalid or unenforceable due to legal or other reasons, it will not affect the validity of other terms of this agreement.
5. Without the written consent of Party A, Party B shall not transfer the rights or obligations under the contract to a third party, including Party B's affiliates (if any).
6. Number of copies of the agreement: The original copy of this agreement is in duplicate, which will take effect after being signed by both parties, and each party will hold one copy, each of which has the same legal effect.



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By the signature of each of their authorized representatives below, the Parties do hereby agree and conclude this Agreement, which shall become effective as from the latest date on which the respective Parties execute this Agreement below ("Effective Date").

Licensor (with official seal): Licensee (with official seal):

Representative:

Job title:

Date:

Representative:

Job title:

Date:

Appendix I.:

1. Authorization objectives: As shown in the quotation.
2. Deliverables: As indicated in the quotation.
3. Delivery schedule: The authorizer will deliver the authorization target within 5 working days after receiving the order notification from the authorized person.