END USER LICENSE AGREEMENT (EULA)
PDF Xpansion Software Development Kit ("SDK") Products
(hereinafter referred to as the Product or Products)

Preamble

This EULA governs the license granted to the buyer (customer) of PDF Xpansion SDK Products (hereinafter referred to as the Licensee) by soft Xpansion GmbH & Co. KG, a company registered under the laws of Germany, having its principal place of business located at Koenigsallee 45, D-44789 Bochum, Germany, VAT ID DE814621954, represented by Dr. Juri Stern (hereinafter referred to as the Licensor).

§ 1 Subject of Agreement

(1) License

The Licensor grants the Licensee the non-exclusive, non-transferable and perpetual right according to the Business License of the "PDF Xpansion SDK Product", subject to the following license conditions:

a) The Business License allows the Licensee to use the Product for its own software development projects as follows:
   - Use in Licensee's own software within the buyer company (also in Licensee's own computer network, with unlimited number of company locations in one country), whereby all company locations together may have fewer than 500 employees. Additionally, the PDF Xpansion SDK must not process more than 5000 documents per month, on a one-year basis
   - Distribution of standard applications created by the Licensee. These applications must be available as ready-made standalone programs and be published by a single copyright owner. Manufacture and sale may take place without a quantity limitation (royalty-free) on a worldwide basis.

b) The Business License cannot be used in the following cases:
   - Using the Product in several individual projects (non-standard apps) for the customers of the Licensee company
   - Using the Product in high-productivity server or internet-based solutions in document management systems (processing 5,000+ documents per month)
   - Using the Product as a part of another SDK or development tool
   - Software development and distribution in a worldwide corporate group (concern, holding, etc.) with several legal persons within the group.

c) The Corporate License, which is available separately, permits the use of the PDF Xpansion SDK products in cases mentioned in letter b), which are not covered by the Business License. Contact soft Xpansion or your distributor for Corporate License prices and conditions.

d) The scope of the license is limited to "service tasks", i.e., the Product cannot appear as a central element of the Licensee's application or perform a primary function in it. It can only be used to provide additional functionality to the application.

e) The Product itself, in the same or similar form as delivered to the Licensee, may not be distributed to any third party. Third parties have no right to use the Product directly. This means that the Licensee has the right to distribute the Product's components only as part of the Licensee's applications or their components. The Product's functionality may not be used by any third party as a development tool.

(2) Product Functionality and Properties

The functionality and properties depend on the purchased standard Product, plus optional enhancements, that the license has been granted for. The Product name, functionality and properties, plus optional enhancements are specified on the Product website and in the order email that is sent following the sale.

(3) System Requirements

The valid system requirements at the time of purchase are specified on the Product website.

(4) Maintenance

The Licensee may optionally purchase a maintenance package offered by the Licensor. The package includes the services described in the Appendix. If the Licensee opts for maintenance, the included scope of support is limited to 12 man-hours per year. After this time has been used up, support is available in the form of individually-invoiced technical support services.

§ 2 License Remuneration and Maintenance Fee

(1) For granting the license, the Licensor shall receive a license remuneration in the form of a single VAT-free payment. Its amount is displayed on the Product website and/or price list and/or invoice.

(2) For maintenance according to §1(4), the Licensor shall receive an annual VAT-free payment. Its amount is displayed on the Product website and/or price list and/or invoice.

(3) The license fee for the scope of purchased services (license type, functions, development platform, processor architecture, language support and other services) is to be paid as a one-time, flat-rate payment. If the required scope of service later changes, the customer will be entitled to an upgrade payment upon payment of the additional service fee. Processing fees are not applicable. There is no downgrade claim with reduction of the scope of service and reimbursement of already paid license and / or maintenance fees.

The maintenance fee is increased in the case of the upgrade, taking into account the additionally acquired scope of services, i.e. always calculated on the basis of the total scope of purchased services. Reduction of the scope of service provided by the customer does not entitle to reduction of future maintenance fees.

§ 3 Scope of Delivery

The Licensee receives digital software files and documentation in PDF format via electronic data channels. The materials will be delivered after complete payment according to §2 and §6.
Prior to this Agreement, the Licensee, through use of a trial version of the Product with the corresponding documentation (Reference), acquainted itself with the Product's size, characteristics and principles of operation and agrees with the software instrumentation.

§ 4 Copyright, Trademarks and Intellectual Property

(1) Intellectual property rights regarding the name, software, manual and other materials which comprise the Product are retained by the Licensor regardless of the type of carrier on which or in which the original or possible copies are stored, used or transmitted. Intellectual property is protected by copyright, by other applicable laws and by international agreements. The Licensor retains all the rights to the Product that have not been explicitly granted here.

(2) The Licensee confirms and declares its agreement that the Product contains confidential information and work secrets that are the Licensor's property. By this, the Licensee declares its agreement to not sell, copy, license and/or use either the entire Product or its components in any way that is not stated in this Agreement.

(3) Copyright marking: the Licensee will place a Licensor's copyright notice concerning the Product—"PDF Xpansion Technology, Copyright 2002 - <current year> soft Xpansion GmbH & Co. KG"—in a special place in its applications.

The Licensor has the right to use the Licensee's name and logo for reference purposes.

§ 5 Archival Copy

After the development of an application, which includes the Product, is completed, the Licensor shall receive one copy of the application or at least a screenshot with the copyright notice according to § 4 for archival storage.

§ 6 Payment

The payment for the license remuneration is due in the moment the sales agreement is concluded.

The Licensee shall pay the whole sum due in § 2 incl. the maintenance fee for the first year according to this Agreement and the corresponding invoice.

Further maintenance payments shall be made annually starting from the date of sale.

The maintenance fee cannot be changed within the first 12 months.

If any payment is delayed by more than 30 calendar days from the date the Licensee receives an undisputed invoice for such payment, the Licensor can calculate the interest for the delay at 3% per month delayed.

§ 7 Warranty

(1) The Licensee's rights regarding defects conform to the legal provisions, if the statements below do not deviate from these regulations.

(2) The legal claims exist only if the Licensee follows the rules of Product inspection and rebuke, in particular the following:

a) The Licensee is obliged to examine the Product immediately after delivery. This is particularly true with respect to the completeness and ability to function. Obvious defects are to be reported to the Licensor in written form within 2 weeks after delivery. Hidden defects must be reported to the Licensor in written form within 2 weeks after its first appearance.

b) The notification requires written form, the sending by fax or e-mail is sufficient. A form-deficiency notification also assumes that the deficiencies symptomatology has been presented understandable.

c) If the notice of defect is not submitted promptly and correctly the warranty can be excluded.

(3) The Licensee should replace the Licensor the costs for a culpable unauthorized defect reporting. For each culpable unauthorized remedial request, the Licensee should pay a flat rate reimbursement of 150 €. The Licensee is entitled to prove a lower damage.

§ 8 Liability

(1) Unless otherwise stated in the terms of this agreement including the following provisions to the contrary, the Licensor is liable for breach of contractual and non-contractual obligations under the relevant statutory provisions.

(2) Fundamentally the Licensor is liable to compensate for damage, regardless of the legal reason, only for damage in so far as it is based on intention or gross negligence on the part of the Licensor's agents and managing staff or on the fact that other employers have neglected crucial obligations to the contract with intention or have committed gross carelessness while performing their jobs.

(3) As soon as the Licensee integrates the Product into its application, it also assumes all the liability concerning the results and behavior of the application. From that moment, if the application or other materials have defects or errors, the Licensee, and not the Licensor or its sales agents, distributors or contract partners, assumes all the costs of the services required for repairs or corrections.

§ 9 Limitation Period

(1) The general limitation period for all claims arising from material defects and defects is one year. The period begins after the Product has been delivered to the Licensee or to a designated recipient of the Licensee.

(2) The above limitation period prescribed one year also applies to contractual and non-contractual claims for damages of the purchaser, based on a defect in the goods, unless the application of the ordinary statutory limitation would in individual cases lead to a shorter period. The limitation of the product liability law remains unaffected. Otherwise applies to claims for damages by the buyer, the above limitation period prescribed for one year only.

§ 10 Term of Validity

(1) After paying for the Product in full, the Licensee will be given the right to use the Product for an unlimited time. This right can be revoked by the Licensor if the Licensee uses the Product in violation of the license conditions specifically stated herein. Concurrent with the revocation of the Licensee's rights the Licensor also forbids the further distribution or sale of the Product.

(2) Initially, the technical maintenance agreement is made for a one-year period, starting from the date of the order email. At the end of the one-year term, the Licensor, its agent or distributor will send a prolongation offer to the Licensee.

§ 11 Final Statements

If some parts of this Agreement lose their legal effect or become impracticable, the other parts will still remain valid.

Oral or written information or advice that is not included in the conditions of this license, even if it is offered by the Licensor, its sales agents, distributors, contract partners or employees, will under no circumstances constitute a guarantee or enlarge the field of application of the current license conditions.

Neither the Licensor nor any other person that participated in the development, production or delivery of the Product can be held liable for direct, indirect, intentional or accidental loss (including loss of income, interruption of a deal, loss of business information, etc.) that is caused by the use or failure of the application for reasons that do not pertain whatsoever to the Product, even if the Licensor was aware of the possibility of such a loss.

This contract is under the jurisdiction of German law. All contract disputes will be reviewed in Bochum, Germany.

APPENDIX

SUPPORT SERVICES FOR THE PDF XPANSION SDK

1. INTRODUCTION

This document describes the conditions and terms of the support services for the Product, which should be delivered in the form of software development kit (SDK).

The support services are intended to provide the customers with conditions for the successful implementation of the Product into the customers' software as well as qualitative and operational service during the usage of end user products.

Every Product version will be supported until the version after the following one will be published. The date of the finishing of support will be announced by the Licensor on the Licensee request and/or in the regular Product information.

The Product has the usual and agreed quality and should be applied for the specified or common understandable usage. It meets the criteria of practical suitability, has a usual functionality and quality for the software of this type and is not error free. The functional defects which result from the hardware lacks, environmental conditions, incorrect application, etc. should not be declared as errors.

The Licensor is not obliged to review and modify the functionality of the Licensee applications by the Licensee customers as a part of the support agreement with the Licensee. Nor does the Licensor have any obligation to remotely or directly on site investigate any problems that may occur with the Software at the Licensee's customers.

The Licensee is aware that:

- The Product is based on the standard ISO 32000-1:2008 rather than on an attempt to achieve functionality identical to the Adobe Acrobat or other programs irrespective of their version
- Due to the large number of possible environments (operating systems, components, fonts, etc.) the results obtained can easily differ from each other and this difference is not considered an error
- It may not be possible to achieve identical display results in every PDF application and it may not be identically applicable in every PDF application
- Only a certain number of properties defined in the ISO standard are supported all the time

2. TERMS AND DEFINITIONS

Software Development Kit (SDK): A set of files supplied as a product (technology) including binary files, developer's resources, examples and documentation. An integral part of the SDK is one or several license files and an individual key for each license (if this is provided technically).

Product Version: The Product version mentioned in the SDK documentation, as a rule in a one-part decimal format (e.g., 12). The license file from one version cannot be used for a different version.

SDK Technical Version (build): The version of the SDK binary files. This version is the same in the binary file set and is defined by the field "ProductVersion" in the binary file resource. The technical version is represented by four decimal parts, e.g., 12.0.2.7.

Patch: A new build of a specific SDK version with bug fixes.

Update: A patch providing the Licensee with new features and/or improvements.

License File: A file that is a component of the SDK and redistributable files. It contains individual information about the Product license holder as well as permissions for usage of individual Product functions. Product functionality that is not permitted in the license file cannot be used.

Licensee Product: Any software produced by the Licensee that includes or uses the Product functionality.

Redistributable Files: A set of files included in the SDK set that must be supplied together with the Licensee Product files to the end user's computer in a complete set specified in the documentation of the SDK and in compliance with the requirements for installation and registration stated in this documentation.

Developer Resources: Header files and samples supplied in the SDK set and intended for qualitative integration of SDK functionality. Making these files available to end users together with the Licensee Product is forbidden.

SDK Documentation: The information materials supplied both as part of the SDK set and in the support service process. These materials may not be distributed by the Licensee without an agreement with the Licensor.

Content Documents: The documents generated through the actions/functioning of the SDK component or used and processed by the SDK components.

An error is considered to have occurred:
- If a failure appears that makes further usage of the Product, the Licensee Product or the operating system where the Product has been used impossible or difficult.
- If the results of work contradict the standard ISO 32000-1:2008 or Product documentation.
- If the work results do not correspond to an original file (set of data) and this is caused by the Product, which has led to a failure of some function(s) in the Licensee Product.

Technical Support (TS): The process providing the Licensee the assurance of trouble-free work with the Product in accordance with the support service level stated in this Agreement.

Standard Technical Support (STS): TS addressing the standard functionality of the Product in the form of responding to requests/incidents/problems via the service portal, e-mail and by phone. STS only includes processing requests for resolving cases of defective functioning of Product components that do not comply with the approved technical requirements of the Product caused by errors in program adjustments (coding) that make proper functioning of the system absolutely impossible. STS does not cover the elimination of errors caused by unauthorized interference with the functioning of the Product and external software and hardware necessary for its functioning (operating systems, networks, equipment) or the introduction of changes to their functionality not specified in the accompanying documentation and made in violation of the respective rules and without the consent of the Licensor.

Extended Technical Support (ETS): Technical support addressing requests that are not covered by STS service. ETS concerns requests for the following work:
- Work on the correction of errors not included in STS.
- Advice regarding the development and optimal usage of the Product.

- Advice regarding the installation and adjustment of Product components.
- Work on the improvement of the functioning and program interface of Product components.

Technical conditions for providing STS:

- The error is detected in Product components that have not been changed since the moment of the transfer.
- The error is not due to problems of functioning, instability or errors of processing the requests from the Licensee software components using the Product components.
- The error is not connected with changing the format of transferred/received data.
- The error is not due to changes in the source code and accompanying materials made by the Licensee's developers.
- The installation and usage of accompanying software meets the requirements described in the Product documentation.
- No additional software was installed by the Licensee's developers that might have led either to errors in operation or full or partial failure of Product components.
- Incidents/problems/requests connected with the program product environment not supported by the Product, e.g., OS, platform, language etc., will not be processed.
- Incidents/problems/requests connected with versions, service packets and corrections to the software not supported by the Product will not be processed.
- The error regards the capacity of Product components, i.e., the processing speed of certain operations, the amount of data generated or converted or the operating memory volume.
- The error is not caused by hardware failure.

Standard Technical Support does not process incidents/problems/requests that refer to developer support. They include:

- Consulting and assistance regarding the use of the Product components.
- Consulting and assistance regarding problems arising from making changes in the functioning of the existing Product components.
- Consulting and assistance regarding the creation and/or checkout of the program code or applications based on the Product components.
- Answers to "how" questions related to developer support or consulting ("How to implement FUNCTION X using the development methods?").

3. SUPPORT SERVICES

Warranty Support Service (WSS)

This service includes:
- Standard Technical Support.
- Free-of-charge patches and updates for the purchased Product version.
- Notification about the release of new Product versions.

The WSS is valid for a term of one year from the moment the sales agreement is concluded.

Maintenance Service (MS)

This service includes:
- WSS during the whole period of MS validity.

- Extended Technical Support.
- Free-of-charge new versions of the Product within the purchased functionality, as well as recommendations and consulting for developers regarding upgrading to a new Product version.

The service is granted to the Licensee as per this Agreement provided, that the terms and conditions are fulfilled and the payment is made on time. Payment for the service shall be made once a year in the amount specified in the Agreement.

The actual number of times the Licensee uses or does not use MS, as well as the actual number of the Licensee's requests over the duration of the cooperation, shall have no influence on the cost of this service. The total time spent by the Licensor's specialists providing this service to the Licensee shall not exceed the annual time limit specified in the Agreement.

4. SUPPORT OF THE DEVELOPMENT AND RUNTIME ENVIRONMENTS

Windows versions and Service Packs, which are not mentioned in the system requirements and published after the conclusion of this Agreement, can be supported for the maintenance customers only. This support can be performed after the new environment will be tested and all necessary changes will be done. A technical notification will be sent to all maintenance customers. The same rule will apply also to the new hardware models incl. its parts and other devices.

Support of the Windows versions will be done by the Licensor until the end of mainstream support of Microsoft for the appropriate Windows version. Further support can be fulfilled dependent on the market situation. The Licensor will decide about such a support.

Support of the Windows versions up to the end of Microsoft extended support can be done on the hour or case (incident) basis. The parties will conclude a separate agreement about such a support.