SOFTWARE LICENSE AGREEMENT FOR PSPDFKIT

(AGREEMENT VERSION 3.7, LAST MODIFIED MAY 6, 2014)



1. Preamble

Licensor has developed, owns and licenses software referred to as PSPDFKit ("Licensed Technology") which is implemented as a software library to be linked to and integrated in software products to be developed by Licensee and to be installed and executed on mobile IT-devices of Licensee's end users. Per the scope of the license granted below, Licensee wants to develop and distribute applications to its customers to be used and executed on mobile IT-devices using the functions and procedures provided by PSPDFKit. Licensed Technology shall be linked to Licensee's applications according to the regulations of this Agreement and the functionality provided be integrated into those applications. Licensee's software applications using Licensed Technology shall be provided to Licensee's end users only in the form of object code as part of compiled executable binary files.

2. Parties to the Agreement

This Agreement is concluded between

PSPDFKit GmbH

Alserbachstraße 26/70 1090 Vienna (Austria) VAT-ID ATU68169117 hereinafter "**Licensor**"

and

the party which has licensed **Licensed Technology** hereinafter "**Licensee**",

each a "party", together the "parties" to this Agreement.

3. Software Description

Licensed Technology is implemented as a software library providing diverse functions and procedures to be used for the development of software applications to be executed on mobile IT-devices ("Derived Works"). Therefore, Licensed Technology is designed as a software package (library) to be included in Licensee's software development environment in order to develop Derived Works. For selling and/or distributing/providing such software applications to Licensee's end users, Derived Works have to be compiled to an executable binary application. For this compilation, Licensed Technology has to be statically linked to a software application developed by Licensee, in order to create the final version of this software application in the form of one binary file, which is to be distributed to Licensee's end users. In order to enable Licensee to use Licensed Technology, Licensor provides detailed Documentation and description of the interfaces.

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Applications that expose PSPDFKit's functionality via a login-system that is bound to a backend service where customers can pay for access require a custom license agreement.

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The term of this Agreement is for one year (12 months) and may be renewed thereafter for one-year periods upon the signing of a mutual written extension agreement by both parties. Such an agreement must be set up within 60 days after the current agreement contract termination date.

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Each party is obligated to notify the other party of any changes in their contact. Otherwise, notifications to the last disclosed address are deemed to be delivered and given.

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Both parties agree to the application of the laws of Austria with the exclusions of its conflict of law rules to govern, interpret and enforce all of Licensee's and Licensor's rights, duties, and obligations arising from or relating in any manner to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

For all disputes arising out of or related to this Agreement the sole place of jurisdiction shall be the relevant court in Vienna, Austria. Both parties hereby submit to the personal jurisdiction of such court and waive any such jurisdictional arguments to the contrary.

11. Miscellaneous

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