SOFTWARE LICENSE AGREEMENT FOR PSPDFKIT

(WEBSITE AGREEMENT VERSION 3.21, LAST MODIFIED OCT 10, 2013)

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 form of object code and therefore only as compiled executable binary files. For the avoidance of doubt, both parties declare that Licensed Technology is protected by copyright law.

2.   Parties to the Agreement

This Agreement is concluded between

PSPDFKit GmbH
Alserbachstraße 26/70
1090 Vienna (Austria)
VAT-ID ATU65801135
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 a profound Documentation and description of the interfaces.

4.   Grant of License and Redistribution

Licensee understands that, in order to use Licensed Technology, Licensee needs to purchase the required licenses for the "iOS SDK" framework from Apple Inc. separately and at Licensee's own expense and responsibility.

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iv.   No source or header files may be redistributed.

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If Licensee distributes applications using Licensed Technology in multiple (Enterprise) App Stores or in other ways and/or applies different brandings, one license per distribution channel and/or branded application is needed, even if Licensee uses the same App-ID.

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.

The termination or suspension of this Agreement does not affect any applications or sublicenses already legitimately provided to Licensee's end users under this Agreement.

5.   Delivery and Updates

Upon receipt of the license payment, Licensor shall deliver or make available to Licensee a copy of Licensed Technology. This also applies to available updates and error corrections or updated versions of Licensed Technology covered by this Agreement (collectively, "**Updates**").

Licensor grants Licensee access to Updates and support at no further costs for 6 months (PSPDFKit Viewer) or 12 months (PSPDFKit Basic, Complete, Enterprise) starting with Effective Date.

Notwithstanding the right to terminate this Agreement, Licensor is entitled to suspend Licensee's access to Updates, if Licensee is in breach of any obligations under this Agreement.

6.   Duration and Termination of Agreement and Maintenance

This Agreement is concluded for 6 months (PSPDFKit Viewer) or 12 months (PSPDFKit Basic, Complete, Enterprise).

In the case of a material breach of this Agreement by one party, the other party shall have the right to terminate the Agreement for just cause. With respect to Licensor, valid reasons for a termination are in particular non-compliance by Licensee with any provision of this Agreement or default of payment.

After termination of this Agreement for just cause, Licensee is obliged to remove PSPDFKit fully from his software development environment and to delete the corresponding files. Furthermore, Licensee is not permitted to grant any further sublicenses to his customers or to distribute software applications to which PSPDFKit is linked to or integrated in.

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Licensed Technology's source code contains and uses a small amount of source code developed and owned by third parties according to specific license agreements. These third party products and the appropriate licenses concluded may be accessed via http://pspdfkit.com/acknowledgements.html

These license agreements include various open source licenses which are fulfilled as long as the PSPDFKit Resource Bundle Folder (PSPDFKit.bundle) is added to the final application.

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8.   Intellectual Property Rights

A. **Retention of Ownership.** Except for the rights expressly granted to the Licensee under this Agreement, the Licensor will retain all right, title and interest in Licensed Technology, including all worldwide Technology and intellectual property and proprietary rights therein. Licensee shall own all right, title and interest to its applications, excluding the Licensed Technology components integrated therein.

B. **Preservation of Notice.** Licensee shall not remove, efface or obscure any copyright notices or other proprietary notices from Licensed Technology or materials provided under this Agreement, and shall reproduce all such notices and legends when incorporating Licensed Technology or materials into any integrated applications.

9.   Governing Law, Place of Jurisdiction, Relevant Communications

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 does not apply. For all disputes arising out of or related to this Agreement the sole place of jurisdiction shall be the relevant court in Vienna, Austria.

All relevant notifications concerning to this Agreement are to be carried out in writing to the last disclosed address, as far as no other form is mandatory by law. A notification via fax or e-mail fulfils this requirement of written form. Each party is obliged to notify changes in the contact address to the other party promptly. Otherwise, notifications to the last disclosed address are deemed to be delivered legally binding.

Licensor or any future maintainer of Licensed Technology is permitted to list and disclose Licensee's name and/or company and those products of the Licensee including Licensed Technology on Licensor's product website and related material.

This Agreement is personal to Licensee and may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without Licensors prior written consent and any action or conduct in violation of the foregoing shall be void *and* without effect. Licensor expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder.

Should any provision of this Agreement be invalid or become invalid or should this Agreement contain an omission, then the legal effect of the other provisions shall not be affected hereby. Instead of an invalid provision, a valid provision is deemed to have been agreed upon which comes closest to what the parties intended commercially. The same applies in case of an omission.

This Agreement constitutes the entire agreement between Licensee and Licensor pertaining to the subject matter hereof, and supersedes any and all written or oral agreements with respect to such subject matter. Licensor reserves the right, in his sole discretion to modify this Agreement at any time. With downloading and integrating updated versions of the Licensed Technology, you agree to the respectively latest version of this Agreement. You shall be responsible for reviewing and becoming familiar with any such modification.

10.   Agreed and acknowledged; Effective Date

This Agreement is agreed and concluded on automatically at the time Licensed Technology has been purchased, unless a custom signed license agreement is in place, and shall become effective at this date. ("Effective Date").

PSPDFKit Evaluation License

The following license applies only to the free trial/demo versions of the software components between Licensor (PSPDFKit GmbH) and Licensee.

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This Agreement constitutes the entire agreement between Licensee and Licensor pertaining to the subject matter hereof, and supersedes any and all written or oral agreements with respect to such subject matter. Licensor reserves the right, in his sole discretion to modify this Agreement at any time. With downloading and integrating updated versions of the licensed software, you agree to the respectively latest version of this Agreement. You shall be responsible for reviewing and becoming familiar with any such modification.

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 does not apply. For all disputes arising out of or related to this Agreement or during the initiation of a contract to license PSPDFKit, the sole place of jurisdiction shall be the relevant court in Vienna, Austria. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of Licensor to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit Licensors rights with respect to such breach or any subsequent breaches. Licensor expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder.

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 does not apply. For all disputes arising out of or related to this Agreement or during the initiation of a contract to license PSPDFKit, the sole place of jurisdiction shall be the relevant court in Vienna, Austria.

If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of PSPDFKit GmbH to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit PSPDFKit GmbH's rights with respect to such breach or any subsequent breaches. PSPDFKit GmbH expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder.