

SOFTWARE LICENSE AGREEMENT FOR PSPDFKIT

(WEBSITE AGREEMENT VERSION 3.2, LAST MODIFIED SEPT 30, 2013)



1. Preamble

Licensors have developed, own and license 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 i.G.
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

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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.

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

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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 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.

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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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