

Letter of Agreement

This Letter of Agreement ("LOA") is made as of September 30, 2009 and sets forth the terms and conditions of a business arrangement between **Avanquest Software** ("Avanquest"), having offices at 91 boulevard National 92257 La Garenne-Colombes Cedex, France, and **Avanquest North America Inc.** ("AQNA"), having offices located at 23801 Calabasas Road, Suite 2005, Calabasas, CA 91302.

WHEREAS, Avanquest has previously entered into a Software Publishing and Distribution Agreement (the "Agreement") with VisageSoft, dated March 26, 2005, as amended on July 17, 2005 ("Amendment #1"), December 29, 2005 ("Amendment #2"), January 1, 2006 ("Amendment #3"), July 1, 2006 ("Amendment #4"), and July 16, 2009 ("Amendment #5").

WHEREAS, pursuant to Amendment #5, VisageSoft granted to Avanquest certain rights to, among other things, publish and distribute "New Licensed Software" in the "channels" in the "territory" (as such terms are defined or described in Amendment #5).

WHEREAS, Avanquest desires to grant, and AQNA desires to accept, a sublicense of certain of Avanquest's rights with respect to the publication and distribution of the New Licensed Software in North America.

NOW THEREFORE, THE PARTIES HERETO AGREE TO THE FOLLOWING:

Term	Coterminous with the term set forth in Amendment #5.
Software	The "Software" is the English version of "[Name]PDF full version" (which includes PDF Editing and PDF Creation), "[Name]PDF" Converter (from PDF and to PDF conversion only, no PDF editing tool), "[Name]PDF" - Trial version, "[Name]PDF" - Reader only, and "[Name]PDF" to Word only, as described in, and as developed and rebranded for Avanquest by VisageSoft pursuant to, Amendment #5.
Territories & Channels	The "Territory" shall be worldwide. Any and all channels are covered.
Sublicense Grant	Avanquest hereby grants AQNA a sublicense to: <ol style="list-style-type: none">i. Distribute the Software, including any Upgrades and Bundles applicable to the Software to Authorized Resellers for resale;ii. Distribute and sublicense the Software, and Upgrades and Bundles applicable to the Software to End-Users;iii. Distribute for free a Trial Version or Lite Version of the Software on AQNA's Electronic Catalogue, as Covermounts or through Internet;iv. Reproduce the Software on any media for use, distribution and sublicensing as provided in (i), (ii) and (iii);v. Use the Software for demonstration and support;vi. Use internally the Software.

Royalties	AQNA shall pay 20% of Net Sales. "Net Sales" means all revenue received by AQNA for its distribution of the Software, less use, value added and/or similar taxes; credits or refunds given by AQNA for Software returned for any reason; price protection, field destroys and markdown funds; rebates; and any amounts deemed uncollectable by AQNA.
Payment Terms	<p>AQNA shall render to Avanquest royalty reports for each calendar month within 15 days of such month end date.</p> <p>AQNA shall render royalty payments for each calendar month within 30 days of receiving an applicable invoice from Avanquest.</p> <p>Reports and payments shall be delivered to Mme Catherine Mas at Avanquest. Email: cmas@avanquest.com</p> <p>All royalty payments shall be made in U.S. Dollars. All taxes and duties that are attributable to the transactions contemplated under this LOA shall be for the account of and paid by Avanquest, except for taxes due upon the income of AQNA. If AQNA is required by any governmental authority to deduct or withhold taxes on royalties payable to Avanquest, AQNA shall have the right to deduct and pay such governmental authority such taxes so withheld.</p>
Sell-Off Period	Six (6) months on a non-exclusive basis
Trademark	<p>AQNA and Avanquest agree that [Name]PDF will be branded as an Avanquest product, and will be powered by Visagesoft (labelisation branding). The About box will contain copyright pertaining to the ownership of the Visagesoft code.</p> <p>It is clearly understood and agreed by AQNA that Visagesoft shall have no distribution rights with regard to [Name]PDF as developed for Avanquest pursuant to Amendment #5. Visagesoft can continue to use and distribute via its website an ESD version only of its own products using the Expert PDF name if Visagesoft so desires.</p>
Production	AQNA is manufacturing the products at its own costs.
Customer Service/ Technical Support	AQNA shall provide service and support to End Users in the Territory. Avanquest shall provide service and support to AQNA, which includes, without limitation, making updates to the Software available if and when they are made available to Avanquest.
Marketing and PR	Costs to be borne by AQNA for all marketing and PR in the Territory.

Representations, Warranties and Indemnification	<p><u>By Avanquest.</u> Avanquest hereby warrants and represents to AQNA as follows: (1) Avanquest has the full right, power and authority to enter into this LOA, and doing so will not violate any agreement to which it is a party (without limitation, Avanquest has obtained all rights and licenses from VisageSoft that it requires in order to enter into and perform under this LOA and to have AQNA publish and distribute the Software); (2) Avanquest has not made any prior commitment that is inconsistent with its obligations under this LOA; (3) Avanquest shall comply with all applicable laws, rules and regulations in its performances of its rights and obligations under this LOA; and (4) the Software will not infringe upon the patent, copyright, trademark, trade secret, right of publicity, or other intellectual property or contractual rights of any third party anywhere in the world.</p>
	<p><u>By AQNA.</u> AQNA hereby warrants and represents to Avanquest as follows: (1) AQNA has the full right, power and authority to enter into this LOA; (2) AQNA has not made any prior commitment that is inconsistent with its obligations under this LOA; and (3) AQNA shall comply with all applicable laws, rules and regulations in its performances of its rights and obligations under this LOA.</p>
	<p>Each party shall, at its sole expense, indemnify, defend and hold harmless the other party and its representatives, agents, shareholders, directors, officers and employees, and each of their successors and assigns from and against any and all loss or damage (including, but not limited to, reasonable attorneys' fees and costs) incurred in connection with any suit, action, claim, demand or proceeding (each, an "Action") brought against them insofar as such Action is based upon a claim alleging facts or circumstances that, if true, would constitute a breach of any of the representations or warranties made by such party in this LOA. The obligation of a party to indemnify shall survive the expiration or termination of this LOA.</p>
Liability	<p>Notwithstanding anything to the contrary, in no instance shall AQNA be liable to Avanquest or any third party (including without limitation VisageSoft) for any breach by Avanquest of the Agreement or based on any act or omission of Avanquest. Further, the rights and obligations under this LOA are strictly for and between Avanquest and AQNA and no rights whatsoever are created for any third party (including without limitation VisageSoft), as a third party beneficiary or otherwise.</p>
Miscellaneous	<p>All capitalized terms not otherwise defined in this LOA shall have the meanings ascribed to them in the Agreement. This LOA constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous proposals, oral or written, and all negotiations, conversations, and other communications between the parties with respect to the subject matter hereof. The terms and conditions of this LOA will be binding upon and inure to the benefit of the parties and their successors and assigns. Neither this LOA nor any of its provisions may be waived, amended, supplemented or modified except by an instrument in writing signed by both parties. All disputes arising out of or in connection with this LOA shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce.</p>

Governing Law

France

Accepted and Agreed by:

AVANQUEST SOFTWARE

By: 

Name: Thierry Bonnefond

Title: CFO

AVANQUEST NORTH AMERICA INC.

By: 

Name: Robert S. Buckbee

Title: CEO