End User License Agreement

This End User License Agreement ("Agreement") is a legal agreement between Licensee and the company Vanilla.PDF Labs for the Products of Vanilla.PDF Labs which may include computer software, printed materials, and "on line" or electronic documentation and resource files, project and solution files.

THIS AGREEMENT IS CONCLUDED BETWEEN VANILLA.PDF LABS AND LICENSEE BY INSTALLING OR DOWNLOADING OR COPYING OR OTHERWISE USING THE PRODUCT, AND FROM THIS MOMENT LICENSEE AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, DOWNLOAD, COPY OR USE THE PRODUCT.

The Product is protected by Copyright Act, copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Vanilla.PDF Labs or its suppliers own the title, copyright and other intellectual property rights in the Product. The Product is licensed, not sold.

1. DEFINITIONS.

- 1.1. "API" or "Application Programming Interface" means a publicly accessible interface defining the ways by which an application program may request services from libraries and/or software.
- 1.2. "Commercial OEM License" means a specific type of Product License specified in Section 2.2.2. of this Agreement.
- 1.3. "Confidential Information" is any information marked as confidential or information that according to standard care shall be considered as confidential with respect to its contain. Confidential Information does not include information: (a) which is publicly known; (b) which is disclosed to the other party without restriction by a third party and without any breach of confidentiality by the third party; or (c) which is developed independently by the other party without reliance on any of the discloser's Confidential Information.
- 1.4. "Copyright Act" means Slovak Act no. 185/2015 Coll. Copyright Act as amended.
- 1.5. "Derived Works" means works based upon or using the Product. For avoidance of doubts Derived Works do not include any kind of change, modification of the Product nor any separate sale of the Product.
- 1.6. "Developer" means Licensee's employees or third-party consultants contracted by Licensee authorized to develop Derived Works specifically for Licensee using the Product in accordance with this Agreement.
- 1.7. "Evaluation License" means a specific license for the use of evaluation version of the Product without a License File. An evaluation version of Product is a fully functional version of the Product except the results produced will include Vanilla.PDF Labs

- watermark or a feature limitation, specified by the Product documentation. Evaluation License is specified in Section 2.3. of this Agreement.
- 1.8. "License Fee" means the fee for granting of the Product License from Vanilla.PDF Labs to Licensee. The License Fee is stated in Vanilla.PDF Labs' website as the amount dedicated to the Product and its specific Product License and shall be paid prior to the provision of License File.
- 1.9. "License File" means an electronic file which enables the Product to operate without evaluation restrictions. The License File is generated by Vanilla.PDF Labs when the Product is purchased, and is provided to Licensee. The License File contains information about Licensee, the Product, and the Product License grant including time of its issuance and serial number of Product.
- 1.10. "Licensee" means the purchaser, either natural or legal entity.
- 1.11. "Maintenance" means the full access to premium (paid) features of future Product Updates released during the Subscription period and Technical support provided to Product licensed under Product License during the Subscription period.
- 1.12. "Maintenance Fee" means a price for a provision of Maintenance in amount stated in Vanilla.PDF Labs' website.
- 1.13. "Physical Location" means any distinct physical address. For example, each store and/or office within a company with a unique address is classed as a separate physical location.
- 1.14. "Personal License" means a specific type of Product License specified in Section 2.2.1. of this Agreement.
- 1.15. "Product" means the Software licensed under this Agreement.
- 1.16. "Product documentation" means documentation available at https://vanillapdf.com/ containing the description of functionalities of the Product, guides, tutorials and examples.
- 1.17. "Product License" means the license rights stated in the License File and provided to the Licensee for the use of the Product according to the terms and conditions stated in this Agreement. Specific types of Product Licenses under this Agreement are 'Personal License' and 'Commercial OEM License'.
- 1.18 "SaaS" or "Software as a Service" means a model of software deployment whereby a provider licenses an application to customers for use as a service on demand.
- 1.19. "SDK" or "Software Development Kit" means a set of development tools that allows a software engineer to create applications for a certain software package, software framework, hardware platform, computer system, video game console, operating system, or similar platform.

- 1.20. "Software" means computer software, associated media, printed materials, and "on line" or electronic documentation provided under this Agreement.
- 1.21. "Subscription period" means the subscribed time period specified in Sections 5.1., 5.2. and 5.3. below, during which the Maintenance shall be provided under the terms and to the extent stated in this Agreement.
- 1.22. "Technical support" means fix necessary for removal or overcome of Product's deficiencies.
- 1.23. "Temporary License" means a specific license which enables the Product to operate without evaluation restrictions for a limited period of time. The Temporary License is granted through provision of Temporary License file. The Temporary License file is generated by Vanilla.PDF Labs, and is provided to Licensee per email upon the request of Licensee and approval of Vanilla.PDF Labs. The Temporary License file contains information about Licensee, the Product, and the evaluation period and is specified in Section 2.4 below.
- 1.24. "Unconsumed Maintenance fee" means a part of the Maintenance fee proportionally corresponding to the number of entire months from the termination date until the end of Subscription period.
- 1.25. "Updates" means new version, new release, and/or supplements to the Product and/or related information.
- 1.26. "Vanilla.PDF Labs" means Vanilla.PDF Labs s.r.o., with registered seat at UI. 29. augusta 2281/28, 811 09 Bratislava mestská časť Staré Mesto, Slovak Republic, company ID: 51 678 675, registered in the Commercial register of District Court Bratislava I, Section: Sro, insert no.: 128213/B which also includes the brands Vanilla.PDF Labs.

2. GRANT OF LICENSE.

Vanilla.PDF Labs grants to the Licensee rights to use the Product as described in this Agreement and the Licensee shall comply with all the terms and conditions of this Agreement.

2.1. **General Product License Grant.** Except for termination for cause and subject to the conditions stated in this Agreement, Vanilla.PDF Labs grants to Licensee a non-exclusive, non-transferable, perpetual license to use any versions of the Product that were accessible during the term of this Agreement.

Vanilla.PDF Labs grants to Licensee the right to use of the Product to the extent according to one of the license types below in 2.2. as identified in the Product License title. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The purpose of the license grant is to allow the Licensee to create or modify the .pdf files. Any change,

modification, publishing or disclosure of the Product are not allowed. Specific functionalities of the Product are stated in the Product documentation.

The territorial extent of licensed use of Product is not limited. Remuneration for the granting of Product License is included in the License Fee. Product License is granted from the moment the License File was sent to Licensee.

The means by which Licensee shall have access to the Product shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

2.2. Product License types and descriptions

- 2.2.1. Personal License. A Personal License permits unlimited number of Developers to create an unlimited number of Derived Works using the Product which can be used at only One (1) Physical Location (distinct address or office building) within Licensee's organization. This license type is exclusively for internal business operations of Licensee. This license type does not allow distribution of Derived Works to third parties, public facing web sites/applications, extranets, multi-site intranets or SaaS project usage scenarios. License Fee for Personal License is stated in the Vanilla.PDF Labs' website as the amount dedicated to the Product licensed under Personal License.
- 2.2.2. Commercial OEM License. A Commercial OEM License permits an unlimited number of Developers to create an unlimited number of Derived Works using the Product which can be used at an unlimited number of Physical Locations (distinct address or office building) within or outside of Licensee's organization. This license type allows distribution of Derived Works to third parties, public facing web sites/applications, extranets, multi-site intranets, app stores or SaaS project usage scenarios. License Fee for Commercial OEM License is stated in the Vanilla.PDF Labs' website as the amount dedicated to the Product licensed under Commercial OEM License.
- 2.3. Evaluation License. An Evaluation License is free and provided exclusively for the testing and evaluation of Product by Licensee. Any other purpose of Product using under Evaluation License is not allowed. Usage of Product under Evaluation License cannot be used for business operations of Licensee. When using Product under an Evaluation License, Licensee MAY NOT use the Product to produce any Derived Works with the exception of works produced exclusively for the purpose of Product evaluation. If Licensee uses the Product in any other Derived Works, Licensee must purchase the applicable license or Licensee may be sued for collection and punitive damages. If Licensee does not agree to these terms, then the Licensee may not evaluate the Product and remove it from its computer immediately.
- 2.4. Temporary License. The Temporary License is free and provided exclusively for the testing and evaluation of Product by Licensee during the limited period of time. Any other purpose of Product using under Temporary License is not allowed. Usage of Product under Temporary License cannot be used for business operations of Licensee.

When using Product under the Temporary License, Licensee MAY NOT use the Product to produce any Derived Works with the exception of works produced exclusively for the purpose of Product testing. If Licensee uses the Product in any other Derived Works, Licensee must purchase the applicable license or Licensee may be sued for collection and punitive damages. If Licensee does not agree to these terms, then the Licensee may not evaluate the Product and remove it from its computer immediately. The Temporary License is provided only during limited thirty (30) days period of time. After such period of time, Licensee shall cease to use the Product.

- 2.5. Product Documentation. Licensee may make any number of copies of the electronic and other documentation provided with the Product or downloaded from the Vanilla.PDF Labs website, provided that all copies must be used only for internal purposes and may not be republished or distributed externally.
- 2.6. Disassembly. Licensee may not reverse engineer, decompile, disassemble or in any other way try to gain access to information regarding the construction of the Product(s). Licensee may not use the source code of the Product except to the extent and for the purpose allowed in this Agreement.
- 2.7. Transfer. Licensee may not rent, lease, lend, sub-license, sell, assign, transfer or pledge the Product in a standalone fashion or this Agreement, on a temporary or permanent basis, unless Licensee first receives written permission from Vanilla.PDF Labs.
- 2.8. Reservation of Rights. Vanilla.PDF Labs reserves all rights not expressly granted herein.

3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

3.1. Redistribution Restrictions

- 3.1.1. Products may not be distributed in any form that allows the Product to be reused by any application other than Licensee's Derived Work according to the rules stated in this Agreement.
- 3.1.2. Products may not be used to develop Derived Works that offer similar or competing functionality as the Product, or expose features of the Product through an API for use by an unlicensed third party. Licensee may not sell the Product or use its source codes or components for the same purpose as they are sold by Vanilla.PDF Labs.
- 3.1.3. Vanilla.PDF Labs will not provide Maintenance for Derived Works, Vanilla.PDF Labs will only provide Maintenance for the Product licensed under Product License.
- 3.1.4. Derived Works may not use any of the brands of the Vanilla.PDF Labs in their naming nor may any of the brands of the Vanilla.PDF Labs appear in their name, without prior written permission from Vanilla.PDF Labs.

- 3.1.5. The name "Vanilla.PDF Labs" must not be used to endorse or promote products derived from the Product without prior written permission of Vanilla.PDF Labs. For written permission, please contact sale at info@vanillapdf.com.
- 3.2. Consent to Use of Data. Licensee agrees that Vanilla.PDF Labs and its affiliates may collect and use technical information, excluding any Confidential Information, gathered as part of the Product Maintenance services provided to Licensee. Vanilla.PDF Labs may use this information solely to improve its Products or to provide customized services or technologies to Licensee. No information is collected by the Product; technical information must be provided to Vanilla.PDF Labs by Licensee through the Maintenance process.

4. LICENSE FEE.

- 4.1. Currency. All amounts set forth in this Agreement are in EUR currency.
- 4.2. Licensee is obliged to pay the License Fee for the Product License and related rights to be granted under this Agreement. Vanilla.PDF Labs will issue an invoice for the License Fee in advance. Licensee will pay the License Fee to Vanilla.PDF Labs within fifteen (15) days after receipt of the invoice. After the License Fee is paid, the Vanilla.PDF Labs shall provide License File to the e-mail address notified to Vanilla.PDF Labs by the Licensee. License is granted as of the moment the License File is sent to Licensee. All License Fees are nonrefundable (including in case of termination for whatever reason) unless otherwise explicitly stated in this Agreement.
- 4.3. License Fee amount. License Fee is the price in amount published at then-current time in Vanilla.PDF Labs' website https://vanillapdf.com/ as the amount dedicated to the Product and its specific Product License or another mutually agreed amount to appear on a valid invoice.
- 4.4. Taxes. The License Fees and any other amounts payable pursuant to the terms and conditions herein (e.g. Maintenance Fee) are exclusive of any taxes or duties, now in force or enacted in the future, in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Vanilla.PDF Labs, Licensee must pay to Vanilla.PDF Labs the amount of such taxes or duties in addition to any fees owed under this Agreement.

5. MAINTENANCE, UPDATES AND DISCONTINUATION.

- 5.1. Maintenance for Products. Initial purchase of the Product under Product License includes the subscription of the Maintenance for Subscription period lasting minimum one (1) year and for the Maintenance Fee published at the moment of purchase in Vanilla.PDF Labs' website. Licensee is entitled to subscribe Maintenance also for longer period lasting two (2) or three (3) years. Respective Maintenance Fee is stated in Vanilla.PDF Labs' website.
- 5.2. Subscription period may be renewed annually for additional one (1) or two (2) or three (3) years. In such event, the Licensee shall pay the Maintenance fee stated at the time

- of renewal in the Vanilla.PDF Labs' website and Vanilla.PDF Labs will provide Maintenance as of the day the Maintenance fee is paid.
- 5.3. Subscription period starts from the first day following the Product License purchase and provision of License file. Maintenance Fee is a separate payment from License Fee and shall be paid solely for the provision of Maintenance.
- 5.4. Subscription of Maintenance entitles the Licensee to Updates of the Product and Technical support to the Product within the Subscription period. Maintenance will not be provided to the Product used under the Evaluation License or Temporary License.
- 5.5. Updates. Vanilla.PDF Labs may, in its sole discretion, provide Updates to Licensee via Vanilla.PDF Labs' website https://vanillapdf.com/ or via Newsletter.
- 5.6. Technical Support. Technical support is provided with the following conditions:
 - 5.6.1. Technical support is provided only through e-mail communication and upon e-mail request of Licensee. Licensee describes in detail any problems or malfunctions in e-mail notification to Vanilla.PDF Labs. Technical support services will be provided substantially as described in the description of services available Product documentation.
 - 5.6.2. Vanilla.PDF Labs does not guarantee that any fix will be provided in any given time period. Any estimates provided are estimates only and are not binding or enforceable.
 - 5.6.3. Updates and general fix notifications are posted in the Vanilla.PDF Labs website https://vanillapdf.com/ or in Newsletter; they are not provided directly to Licensee. Licensee agrees to check the Vanilla.PDF Labs' website or Newsletter for Updates and fixes.
 - 5.6.4. Vanilla.PDF Labs will provide support status updates when Licensee request them.
 - 5.6.5. Vanilla.PDF Labs will typically provide support for the Product throughout the Maintenance Subscription period whether the Product has been discontinued or not.
 - 5.6.6. Vanilla. PDF Labs shall use reasonable efforts to solve problems identified by Licensee; however, Vanilla. PDF Labs does not warrant that it will solve any particular problem in a given timescale, or at all.
 - 5.6.7. Technical Support packages are subject to fair use policies as described on the Product documentation descriptions.
- 5.7. Discontinuation of Product. Vanilla.PDF Labs reserves the right to discontinue the Product at any time, whether it is offered individually or as a part of a Product suite. Vanilla.PDF Labs will make a reasonable effort to notify Licensee about this.

6. TERM AND TERMINATION.

- 6.1. Term. The term of this Agreement shall continue perpetually from the date of its conclusion as stated above in this Agreement unless terminated according to the terms and conditions stated herein, in particular specified in this Section 6. below. For avoidance of doubts, the part of this Agreement governing the Maintenance is effective only within the Subscription period.
- 6.2. Termination for cause. Without prejudice to any other rights, Vanilla.PDF Labs may terminate this Agreement if the Licensee fails to comply with the terms and conditions of this Agreement, especially, but not only if Licensee breaches the license conditions. In such event this Agreement ceases to exist as of the day of termination notification is sent in any manner (incl. written notification, e-mail notification etc.) by Vanilla.PDF Labs to Licensee. Licensee must cease to use the Product, including as a part of Derived Works, destroy all copies of the Product, including but not limited to backups and all component parts and Derived Works. Product License granted to Licensee ceases to exist as of the day of termination. From the day of termination Vanilla.PDF Labs will not provide Maintenance without any obligation to return any part of Maintenance fee. Such Maintenance fee shall be considered as the contractual penalty for the breach of the license obligations by Licensee. Other entitlements (e.g. for the damage compensation) are not affected hereby.
- 6.3. Termination for convenience. Either party may terminate this Agreement without stating a reason by termination notification sent in any manner (incl. written notification, e-mail notification etc.) to the other party. In such event, except the consequences stated in Sections 6.3.1 and 6.3.2 below, the Licensee is not entitled to any further version, release or update of Product and Licensee is not entitled to Maintenance. The license rights granted before the termination for convenience remain unaffected.
 - 6.3.1. In case that the Agreement is terminated for convenience by Vanilla.PDF Labs the Unconsumed Maintenance fee shall be returned to the Licensee upon the notification of the Licensee's bank account by Licensee to Vanilla.PDF Labs.
 - 6.3.2. In case that the Agreement is terminated for convenience by Licensee, the Vanilla.PDF Labs is entitled to the cancellation fee corresponding to Unconsumed Maintenance fee, however maximum up to an amount corresponding to the part of the Maintenance fee for a six (6) months of Maintenance. The rest of Unconsumed Maintenance fee (if any) shall be returned to the Licensee upon the notification of the Licensee's bank account by Licensee to Vanilla.PDF Labs.
- 6.4. Survival. Unless by its nature a provision cannot survive this Agreement, the provisions of this Agreement shall survive the expiration or any termination of this Agreement.

- 7. DELIVERY. The Product and any associated materials are provided in electronic format only. Licensee is responsible for downloading the Product from the Vanilla.PDF Labs website https://vanillapdf.com/. Upon purchase, Vanilla.PDF Labs shall deliver to Licensee a License File which will enable the Product to function in the purchased license capacity. If Licensee is distributing software that includes Vanilla.PDF Labs Software then it is Licensee's responsibility to protect Licensee's License File to ensure no unauthorized access or unintended distribution is possible. Upon the request of the Licensee, Vanilla.PDF Labs will provide protection guidelines to Licensee. CUSTOMERS ARE ADVISED TO KEEP A BACKUP COPY OF ANY DOWNLOADED PRODUCT FOR FUTURE USE.
- **8. INTELLECTUAL PROPERTY RIGHTS.** All title and intellectual property rights in and to the Product (including but not limited to any images, photographs, animations, video, audio, music, text and "applets"" incorporated into the Product and any copies of the Product that Licensee is expressly permitted to make herein) are in the disposition of Vanilla.PDF Labs. All rights not expressly granted are reserved by Vanilla.PDF Labs.
- **9. NON-DISCLOSURE.** Both Parties recognize that the other Party may obtain proprietary and/or Confidential Information in the course of their business. Each Party agrees to protect each other's Confidential Information as follows:
- 9.1. Time and Method. Both during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to hold each other's Confidential Information in confidence and to protect the disclosed Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information as they use to protect their own confidential information of a like nature.
- 9.2. Permitted Disclosure to Employees. Each Party agrees that it will only disclose Confidential Information to its responsible employees, contractors, professional advisors and similarly situated individuals who have a bona fide need to know and who are bound by agreement or by law to keep such information confidential.
- 9.3. Other Permitted Disclosures. Each Party may disclose Confidential Information (i) as authorized by the other Party in writing or (ii) to the extent required by applicable law, court, or government agency, provided that the Party required to disclose Confidential Information promptly notifies the other Party and cooperates with any efforts by the other Party, at the other Party's expense, to limit such disclosure by means of seeking a protective order or requesting confidential treatment. Other than those expressly allowed under this Section 9 of the Agreement, no other disclosures of Confidential Information are permitted.
- 10. LINKS TO THIRD PARTY SITES. Licensee may be linked to third party sites through the use of the Product documentation. The third party sites are not under the control of Vanilla.PDF Labs, and Vanilla.PDF Labs is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Vanilla.PDF Labs is not responsible for webcasting or any other form of transmission received from any third party sites. Vanilla.PDF Labs provides the links to

third party sites to Licensee only as a convenience, and the inclusion of any link does not imply an endorsement by Vanilla.PDF Labs of the third party site.

11. LIMITED WARRANTY AND DISCLAIMER.

Any rights for the warranty and consequent claims as stated below can be applied only in case that Licensee prior to the purchase of Product License tested the Product under Temporary License and no defect was identified within thirty (30) days period.

11.1. Except with respect to the Product used under the Evaluation License and/or Temporary License, Vanilla.PDF Labs warrants that, for a period of thirty (30) days from the date of provision of License File, when used as recommended in Product documentation, the Product will perform in substantial conformance with the documentation supplied with the Product. This warranty applies only on initial Product purchases and does not apply to Maintenance subscription renewals or Updates. Solely Licensee is entitled to apply rights from warranty. When applying rights from warranty, Licensee must provide detailed description of the deficiency.

Licensee's exclusive entitlements for breach of warranty is to request the removal of the defects of the Product. Vanilla.PDF Labs at its sole discretion will use reasonable commercial efforts to supply Licensee with a replacement copy of the Product that substantially conforms to the documentation, or provide to the Licensee the guidance for use of the Product in order to avoid of the defective impacts or refund to Licensee its purchase price for the Product. Vanilla.PDF Labs shall have no responsibility if the failure arises out of use of the Product with other methods than recommended in Product documentation. THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO LICENSEE FOR BREACH OF EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT.

- 11.2. VANILLA.PDF LABS PROVIDES NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR PRODUCT USED UNDER EVALUATION LICENSE OR TEMPORARY LICENSE. THESE VERSIONS OF THE PRODUCT ARE PROVIDED "AS IS".
- 11.3. VANILLA.PDF LABS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VANILLA.PDF LABS DOES NOT WARRANT THAT THE PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. THE PRODUCT IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, THE DESIGN, CONSTRUCTION, MAINTENANCE OR OPERATION OF NUCLEAR FACILITIES, AIRCRAFT **NAVIGATION** COMMUNICATION SYSTEMS, AIRTRAFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS. VANILLA.PDF LABS SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES.

- 11.4. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VANILLA.PDF LABS, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.
- 11.5. Vanilla.PDF Labs hereby informs Licensee that the Product contains also third party components used fully in accordance with the relevant and respective license conditions which can be found below:
 - JSON for Modern C++
 - OpenSSL
 - zlib
 - libjpeg

11.5.1. JSON for Modern C++

Copyright (c) 2013-2018 Niels Lohmann

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

11.5.2. OpenSSL

LICENSE ISSUES

The OpenSSL toolkit stays under a double license, i.e. both the conditions of the OpenSSL License and the original SSLeay license apply to the toolkit. See below for the actual license texts.

11.5.2.1. OpenSSL License

Copyright (c) 1998-2018 The OpenSSL Project. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- 3. All advertising materials mentioning features or use of this software must display the following acknowledgment: "This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (http://www.openssl.org/)"
- 4. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact openssl-core@openssl.org.
- 5. Products derived from this software may not be called "OpenSSL" nor may "OpenSSL" appear in their names without prior written permission of the OpenSSL Project.
- 6. Redistributions of any form whatsoever must retain the following acknowledgment:

"This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (http://www.openssl.org/)"

THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OpenSSL PROJECT OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES:

LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN

ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This product includes cryptographic software written by Eric Young (eay@cryptsoft.com). This product includes software written by Tim Hudson (tih@cryptsoft.com).

11.5.2.2. Original SSLeay License

Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com) All rights reserved.

This package is an SSL implementation written by Eric Young (eay@cryptsoft.com). The implementation was written so as to conform with Netscapes SSL.

This library is free for commercial and non-commercial use as long as the following conditions are aheared to. The following conditions apply to all code found in this distribution, be it the RC4, RSA, lhash, DES, etc., code; not just the SSL code. The SSL documentation included with this distribution is covered by the same copyright terms except that the holder is Tim Hudson (tjh@cryptsoft.com).

Copyright remains Eric Young's, and as such any Copyright notices in the code are not to be removed. If this package is used in a product, Eric Young should be given attribution as the author of the parts of the library used. This can be in the form of a textual message at program startup or in documentation (online or textual) provided with the package.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- 1. Redistributions of source code must retain the copyright notice, this list of conditions and the following disclaimer.
- 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- 3. All advertising materials mentioning features or use of this software must display the following acknowledgement:

"This product includes cryptographic software written by Eric Young (eay@cryptsoft.com)"

The word 'cryptographic' can be left out if the rouines from the library being used are not cryptographic related :-).

4. If you include any Windows specific code (or a derivative thereof) from the apps directory (application code) you must include an acknowledgement:

"This product includes software written by Tim Hudson (tjh@cryptsoft.com)"

THIS SOFTWARE IS PROVIDED BY ERIC YOUNG "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES. INCLUDING. BUT NOT LIMITED TO. THE IMPLIED WARRANTIES MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT. INDIRECT. INCIDENTAL, SPECIAL. EXEMPLARY. CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO. PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES: LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE. EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The licence and distribution terms for any publically available version or derivative of this code cannot be changed. i.e. this code cannot simply be copied and put under another distribution licence [including the GNU Public Licence.]

11.5.3. zlib

Copyright (C) 1995-2017 Jean-loup Gailly and Mark Adler

This software is provided 'as-is', without any express or implied warranty. In no event will the authors be held liable for any damages arising from the use of this software.

Permission is granted to anyone to use this software for any purpose, including commercial applications, and to alter it and redistribute it freely, subject to the following restrictions:

- 1. The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software in a product, an acknowledgment in the product documentation would be appreciated but is not required.
- 2. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software.

3. This notice may not be removed or altered from any source distribution.

11.5.4. libjpeg

The authors make NO WARRANTY or representation, either express or implied, with respect to this software, its quality, accuracy, merchantability, or fitness for a particular purpose. This software is provided "AS IS", and you, its user, assume the entire risk as to its quality and accuracy.

This software is copyright (C) 1991-2018, Thomas G. Lane, Guido Vollbeding. All Rights Reserved except as specified below.

Permission is hereby granted to use, copy, modify, and distribute this software (or portions thereof) for any purpose, without fee, subject to these conditions:

- (1) If any part of the source code for this software is distributed, then this README file must be included, with this copyright and no-warranty notice unaltered; and any additions, deletions, or changes to the original files must be clearly indicated in accompanying documentation.
- (2) If only executable code is distributed, then the accompanying documentation must state that "this software is based in part on the work of the Independent JPEG Group".
- (3) Permission for use of this software is granted only if the user accepts full responsibility for any undesirable consequences; the authors accept NO LIABILITY for damages of any kind.

These conditions apply to any software derived from or based on the IJG code, not just to the unmodified library. If you use our work, you ought to acknowledge us.

Permission is NOT granted for the use of any IJG author's name or company name in advertising or publicity relating to this software or products derived from it. This software may be referred to only as "the Independent JPEG Group's software".

We specifically permit and encourage the use of this software as the basis of commercial products, provided that all warranty or liability claims are assumed by the product vendor.

The Unix configuration script "configure" was produced with GNU Autoconf. It is copyright by the Free Software Foundation but is freely distributable. The same holds for its supporting scripts (config.guess, config.sub, Itmain.sh). Another support script, install-sh, is copyright by X Consortium but is also freely distributable.

The IJG distribution formerly included code to read and write GIF files. To avoid entanglement with the Unisys LZW patent (now expired), GIF reading support has been removed altogether, and the GIF writer has been simplified to produce "uncompressed GIFs". This technique does not use the LZW algorithm; the resulting GIF files are larger than usual, but are readable by all standard GIF decoders.

Licensee is not entitled to request from Vanilla.PDF Labs for any claims which can result from the use of the components specified in this point.

- **12. LIMITATION OF LIABILITY.** Except with regard to: (i) breach of confidentiality obligations, liability shall be limited as follows:
- 12.1. NEITHER VANILLA.PDF LABS NOR ITS SUPPLIERS SHALL BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE PRODUCT AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF VANILLA.PDF LABS OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- 12.2. VANILLA.PDF LABS' TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES, FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE PRODUCT THAT CAUSED SUCH DAMAGE.
- 12.3. THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT.
- 12.4. Force Majeure. Vanilla.PDF Labs is not liable hereunder by reasons of failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, war, acts of terrorism, fires, flood, storm, explosions, earthquakes, acts of God, government action, labor conditions, or any other cause which is beyond its control.
- 13. INDEMNITY. Licensee agrees to hold Vanilla.PDF Labs harmless against, and at Licensee's expense handle and defend, any claim and defend any third party suit brought against Licensee based upon an allegation that any software developed by Licensee and included in Derived Works produced using the Product constitutes an infringement of any international patent, or any copyright or other proprietary or intellectual property right. Licensee shall pay all damages and costs awarded in such suit. If Licensee becomes, or may become, prohibited from continued use of the Product by reason of an actual or anticipated claims, legal actions or other

requirements resulting from an intellectual property rights of third party, Licensee shall immediately inform Vanilla.PDF Labs. Vanilla.PDF Labs will use its reasonable efforts to do the following: (a) obtain for Licensee the right to use the Product, or (b) replace or modify such Product so that it is no longer subject to a claim, but performs the same functions in an equivalent manner. In the event that Vanilla.PDF Labs determines, in its sole discretion, that neither (A) nor (B) is commercially reasonable, Vanilla.PDF Labs shall refund pro-rata unused licensee fees paid by Licensee for the infringing Product.

- 14. NO WAIVER. No action taken by Vanilla.PDF Labs pursuant to this Agreement, and no waiver by Vanilla.PDF Labs, whether express or implied, of any provision or right in this Agreement or any breach thereof, and no failure of Vanilla.PDF Labs to exercise or enforce any of its s rights under this Agreement, will constitute a continuing waiver with respect to such provision or right or as a breach or waiver or any other provision or right, whether or not similar.
- 15. SEVERABILITY. If any covenant or provision of the Agreement is determined to be void or unenforceable in whole or part, then such void or unenforceable covenant or provision shall be deleted from this Agreement and shall not effect or impair the enforceability or validity of any other covenant or provision of this Agreement or any part thereof.
- 16. GOVERNING LAW. This Agreement is made in the Slovak Republic and shall be governed and interpreted according to the laws of Slovak Republic. Any lawsuit filed regarding this Agreement shall be filed in courts of Slovak Republic. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- **17. CAPTIONS.** All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive, or to affect the meaning or scope of this Agreement.
- 18. UPDATES. Vanilla.PDF Labs may make updates and changes to this license Agreement from time to time. Such changes will be posted on website at https://vanillapdf.com/ as well as distributed with the Product. Licensee is bound by the terms of the Agreement as it is posted or distributed at the most recent time Licensee downloads the Product or Updates. If Licensee does not wish to be bound by the terms of this license Agreement Licensee should not download nor install any Updates or additional Product(s).
- 19. PUBLICITY. Licensee grants Vanilla.PDF Labs the right to use Licensee's name and logo in press releases, brochures, case studies, marketing materials, the Vanilla.PDF Labs website and similar materials indicating that Licensee is a customer of Vanilla.PDF Labs. Licensee grants Vanilla.PDF Labs consent to the processing of its personal data (storage, archiving) to the extent name, surname, address for the possible purpose of the specification of License File and invoicing.
- **20. ENTIRE AGREEMENT.** This Agreement is the entire agreement between Licensee and Vanilla.PDF Labs relating to the license of the Product and the maintenance services (if any) Licensee purchase hereunder and it supersedes all prior or contemporaneous oral

or written communications, proposals and representations with respect to the Product or any other subject matter covered by this Agreement. This Agreement includes and encompasses materials referenced herein from the Vanilla.PDF Labs.com website. To the extent the terms of any Vanilla.PDF Labs policies or programs for support services conflict with the terms of this Agreement, the terms of this Agreement shall control.

Important: Do not make changes to this agreement. If Licensee wish to discuss any of the terms within this agreement please contact Vanilla.PDF Labs for further information.

Vanilla.PDF - Copyright (C) 2018 Vanilla.PDF Labs info@vanillapdf.com