



### PSPDFKit GmbH User Evaluation License Agreement and Terms of Use

---

This is a legally binding evaluation license agreement ("Agreement") between PSPDFKit GmbH ("PSPDFKit" or "Licensor") and you, which applies to the PSPDFKit Software Development Kit and/or the PSPDFKit Web Framework (collectively the "Licensed Technology") used by you in any form or medium, including but not limited to on our website(s). This Agreement applies to all components and materials we provide as part of the Licensed Technology, and any updates for the Licensed Technology that we may provide. "You", "you", "your", or "Licensee" means the person who downloads, installs, accesses, or uses the Licensed Technology (and, if you represent a legal entity, it also means that entity, and you represent and warrant that you are authorized to enter into this Agreement for such entity). In order to evaluate and/or use the Licensed Technology, you must first agree to this Agreement. You may not download, install, access, or use the Licensed Technology if you do not accept this Agreement.

---

#### 1. Scope of Application of the Agreement

- 1.1 This Agreement is a legal agreement between Licensee and Licensor as defined above herein. The Licensee and Licensor each being a "**Party**" and together the "**Parties**".
- 1.2 Licensor has developed, owns and licenses the Licensed Technology which is implemented as a software library, server backend, or client side application to be linked to, integrated, or used in software products to be developed by Licensee and to be installed and executed on mobile devices, backend servers and/or on the web.
- 1.3 By downloading, installing, copying, or otherwise using Licensed Technology, Licensee is accepting the terms of this Agreement, agrees to be bound by the terms of this Agreement and acknowledges and confirms that Licensee has read, understood and agreed to comply with all terms, conditions and notices contained in or referenced by this Agreement.
- 1.4 If Licensee does not agree to be bound by the terms of this Agreement (including the documents referenced herein), no agreement shall exist between Licensee and Licensor in relation to Licensed Technology. In this case Licensee must not install, copy, or use in any other way or make available Licensed Technology.

#### 2. Software Description

- 2.1 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 devices, backend servers and/or on the web ("**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. Such Derived Works may then be compiled to an executable binary application. For this compilation, Licensed Technology has to be statically linked to a software application developed by or for Licensee, in order to create the final version of this software application in the form of one binary file ("**Licensee Application**"). In order to enable Licensee to use Licensed Technology, Licensor provides detailed documentation and description of the interfaces.

#### 3. Grant of License and Redistribution

- 3.1 Licensor grants to Licensee certain personal, revocable, non-exclusive, non-assignable and non-transferable rights to use the Licensed Technology limited by the terms of this Agreement (the "**License**"). Licensor shall supply one copy of Licensed Technology to Licensee by making it available to Licensee via an electronic download pursuant to section 4 of this Agreement. Licensed Technology is licensed and not



sold to Licensee. Licensee may only use the Licensed Technology pursuant to the terms of this Agreement, and Licensor reserves all rights not expressly granted to Licensee herein.

- 3.2 LICENSEE MAY ONLY USE LICENSED TECHNOLOGY FOR EVALUATION PURPOSES, WITH A VIEW TO PURCHASING A FULL COMMERCIAL DEVELOPMENT LICENSE. IN ALL CASES, LICENSED TECHNOLOGY'S OBJECT CODE MAY NOT BE SUBMITTED TO APPLE'S APP STORE, GOOGLE'S PLAY STORE, ANY THIRD PARTY WHATSOEVER, OR MADE AVAILABLE ON ANY WEBSITE, PRIVATE OR PUBLIC, OR USED IN PRODUCTION. ANY REDISTRIBUTION OF LICENSED TECHNOLOGY IN EITHER SOURCE OR BINARY FORM IS STRICTLY PROHIBITED.
- 3.3 ANY DISTRIBUTION OR MAKING AVAILABLE OF DERIVED WORKS OR LICENSEE APPLICATIONS TO LICENSEE'S END USERS IS STRICTLY PROHIBITED.
- 3.4 ANY REDISTRIBUTION OF SOURCE OR HEADER FILES IS STRICTLY PROHIBITED.

#### 4. Delivery and Updates

Licensor will make available Licensed Technology to Licensee via electronic download. Further, Licensor may make available updates and error corrections or updated versions of Licensed Technology (collectively, "Updates") to Licensee. Licensor will under no circumstances be obliged to develop Updates or upgrades of Licensed Technology or provide any support or maintenance services to Licensee.

#### 5. Duration and Termination of Agreement and Maintenance

- 5.1 This Agreement shall automatically expire and terminate following the execution of a commercial license agreement between the Parties. Notwithstanding, Licensor may terminate this Agreement at any time for any reason whatsoever without providing any prior notice to Licensee.
- 5.2 In the case of a material breach of this Agreement by Licensee, Licensor shall have the right to terminate the Agreement for cause immediately and without providing any prior notice to Licensee. Valid reasons for termination for cause, include, but are not limited to, non-compliance by Licensee with any provision of this Agreement.
- 5.3 Upon termination of this Agreement, Licensee shall remove all Licensed Technology in full from its software development environment and remove/delete any and all corresponding files.

#### 6. Warranty and Limitation of Liability

- 6.1 Licensee expressly acknowledges and agrees that:
  - 6.1.1 LICENSED TECHNOLOGY IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE USE OF LICENSED TECHNOLOGY IS AT LICENSEE'S SOLE RISK;
  - 6.1.2 LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, ENDORSEMENTS, GUARANTEES, CONDITIONS AND REPRESENTATIONS WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF DURABILITY, MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE, NON- INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ARISING FROM A STATUTE OR CUSTOM OR A COURSE OF DEALING OR USAGE OF TRADE;



- 6.1.3 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE LICENSEE FROM LICENSOR SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.
- 6.2 IN PARTICULAR, AND WITHOUT LIMITING THE FOREGOING, LICENSOR MAKES NO WARRANTY THAT:
- 6.2.1 LICENSED TECHNOLOGY OR ITS FUNCTIONALITY AND QUALITY WILL MEET THE LICENSEE'S REQUIREMENTS AND EXPECTATIONS;
- 6.2.2 LICENSED TECHNOLOGY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE OF DEFICIENCIES AND INTERRUPTIONS OR WORK ACCURATELY;
- 6.2.3 THE RELEVANT LICENSED TECHNOLOGY DOCUMENTATION (INCLUDING ANY MANUALS) IS COMPLETE, ACCURATE AND NOT MISLEADING; OR
- 6.2.4 ANY DEFICIENCIES AND ERRORS IN LICENSED TECHNOLOGY WILL BE CORRECTED.
- 6.3 LICENSEE EXPRESSLY UNDERSTANDS AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, LICENSOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), (I) ARISING OUT OF OR RESULTING FROM THE USE OR THE INABILITY TO USE LICENSED TECHNOLOGY OR (II) OTHERWISE RESULTING FROM LICENSED TECHNOLOGY. FURTHER, LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ANY DATA THAT IS READ, ACCESSED, STORED OR PROCESSED WITH THE LICENSED TECHNOLOGY, OR FOR THE COSTS OF RECOVERING ANY SUCH DATA.
- 6.4 Licensor is not aware of any rights of third parties which oppose the utilization purposes of Licensee in relation to the Licensed Technology. Licensor is not liable, however, for the Licensed Technology and the licensed know-how being free of rights of third parties.
- 6.5 Licensed Technology's source code contains and uses source code developed and owned by third parties according to specific license agreements. These third party products and the appropriate licenses included are accessible via <https://pspdfkit.com/acknowledgements>.
- 6.6 Nothing herein shall be construed as a warranty or representation that products made with Licensed Technology will meet any safety, performance or other standards, whether imposed by any instrumentality of government or otherwise. Licensor makes no representations or warranties of any kind, either express or implied, and assumes no responsibilities whatever with respect to manufacture or use by Licensee of products made with or derived from methods employed with Licensed Technology.
- 6.7 THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS.

## 7. Proprietary Rights

- 7.1 **Reservation of Rights.** Except for the rights expressly granted herein, all rights, titles and interests to any and all proprietary rights and intellectual property rights, including but not limited to copyright and patent rights, in the Licensed Technology including, without limitation, the underlying software, the Software, the Use Data, the Anonymous Data and the Aggregated Data will remain with and be the exclusive property of PSPDFKit.
- 7.2 **User Data.** Except for the rights expressly granted herein, all rights, titles and interests to any and all proprietary rights and intellectual property rights in all the data or information submitted by or on behalf of Licensee to PSPDFKit (the "User Data"), will remain with and be the exclusive property of Licensee. User Data is deemed the Confidential Information of Licensee under this Agreement. PSPDFKit does not analyze the content of uploaded files. PSPDFKit will delete all uploaded files from its publicly-accessible



servers 24 hours after upload, or at such other shorter time interval as PSPDFKit shall determine. Licensee is solely responsible for all files uploaded and the content thereof. PSPDFKit reserves the right to stop providing any or all access and/or services described herein to any Licensee and/or any user at any time for any reason without restriction and without prior notice. Licensees are prohibited from accessing any aspect of the Licensed Technology which is hosted by PSPDFKit via any automated process. Content uploaded by Licensee is not securely stored or securely provided, and PSPDFKit disclaims any and all liability and warranties with regard to any content uploaded by Licensee and/or the availability of such content.

- 7.3 **Use Data.** Licensee acknowledges and agrees that PSPDFKit may derive or create data and information about the use of the Licensed Technology by Licensee and its Users ("**Use Data**") and PSPDFKit may use and disclose Use Data to its third party service providers in order to improve the Licensed Technology.
- 7.4 **Anonymous Data.** Licensee hereby grants to PSPDFKit a non-exclusive, fully paid, world-wide and irrevocable license to use User Data as required to provide the Licensed Technology, and to copy, anonymize, aggregate, process and display User Data, to derive anonymous statistical and usage data related to the Licensed Technology ("**Anonymous Data**") to compile, combine or incorporate such Anonymous Data with or into other similar data and information available, derived or obtained from other clients, customers, licensees or users of PSPDFKit, or otherwise (collectively, Anonymous Data and such compiled, combined or incorporated data and information shall be referred to as "**Aggregate Data**"), to permit PSPDFKit to provide additional services to its customers, including the copying, publication, distribution, display, licensing or sale of Aggregate Data and related or similar other statistics or data to third parties pursuant to a separate licensing or services arrangement or agreement. PSPDFKit will be the owner of all right, title and interest in and to Anonymous Data and Aggregate Data. Licensee's grant of license to copy, anonymize, aggregate, process, use and display User Data and Use Data shall survive the expiry or termination of this Agreement.
- 7.5 **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.

## 8. Relevant Communications

- 8.1 All relevant notifications concerning this Agreement are to be carried out in writing to the email address given, provided no other form is mandatory by law. A notification via fax or e-mail shall be deemed to be given as in writing.
- 8.2 Each Party is obligated to notify the other Party of any changes in their contact addresses. Otherwise, notifications to email address given are deemed to be delivered.

## 9. Governing Law and Place of Jurisdiction

- 9.1 This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by, and construed in accordance with, the laws of Austria, without reference to or application of any conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Licensee agrees to abide by all applicable laws and regulations. Licensee agrees not to collect, upload, and/or disseminate any personal information about anyone or any content prohibited by applicable law or to which the intellectual property rights of any third party attach.
- 9.2 The courts of Vienna, Austria shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement).



Both Parties hereby submit to the personal jurisdiction of such court and waive any such jurisdictional arguments to the contrary.

### 10. Miscellaneous

- 10.1 This Agreement constitutes the complete and exclusive understanding and agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Licensee agrees that additional or different terms from any other previous oral or written discussions or negotiations shall not apply. Failure to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.
- 10.2 Any waiver, modification or amendment of this Agreement must be made in writing and signed by authorized representatives of the parties. This does also apply to a deviation of this writing requirement.
- 10.3 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 Licensor's 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.
- 10.4 Licensor and Licensee are independent parties. Nothing in this Agreement will be construed to make either party an agent, employee, franchisee, joint venture or legal representative of the other party.
- 10.5 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.
- 10.6 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.