

## Software Licensing and Support Agreement (SLSA)

### NOTICE TO USER:

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This Apryse Software Corp. ("Apryse") (formerly ActivePDF, Inc.) Software Licensing and Support Agreement ("SLSA") accompanies all ActivePDF products and related explanatory materials ("Software"). The term "Software" shall also include any upgrades, modified versions or updates of the Software licensed to you by Apryse. Please read this SLSA carefully. If you are reading this prior to electronic distribution of the Software, you will be asked to accept this agreement and continue to install. If you wish to decline this agreement you will not be able to use the Software.

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

### 1. DEFINITIONS.

"Activation" – The process of connecting a Serial Number with a specific Instance.

"Concurrent Process" – A Processes that can execute with other identical copies of the same Process simultaneously within the same Instance.

"Core" – The representation to the Instance of a logical processor as determined by the operating system in use in the Instance.

"Derivative Work" – Any software programs, and copies thereof, which are developed by Licensee and which are based on or incorporate any part of the Software, including without limitation any revision, modification, translation (including compilation or recapitulation by computer), abridgment, condensation, expansion, or any other form in which Software may be recast, transformed or adapted, and that, if prepared without Apryse's authorization, would constitute a patent, copyright or trade secret infringement of the Software.

"Developer Program License" – A Renewable License, as granted under this SLSA, that is limited to Non-Production Use only.

"Developer Support" – Entitlement to technical assistance by Apryse to the Licensee with respect to use and interaction of the Software within Licensee's development environment for Non-Production Use only.

"Emergency Recovery" – Execution of the Software for the purposes of replacing a Production Use license in the case of unrecoverable disaster.

"Evaluation License" – A license, as granted under this SLSA, which is time limited and, if not extended, upon expiration is revoked.

"Instance" – A loaded operating system running either on a physical computer or within a virtual environment. Each virtual environment on a physical computer is deemed an instance.

"License File" – A separate file granting rights under this SLSA.

"Licensee" – The individual or, if an entity, the entity, accepting this agreement.

"Maintenance" – Entitlement to major releases, minor releases, maintenance releases, emergency fixes and license key changes, if any, to the Software and corresponding documentation.

"Named User" – A single individual as identified by their email address.

"Non-Production Use" – Execution of the Software for purposes outside of Production Use including, but not limited to development, testing, demonstration and Emergency Recovery.

"Ordering Document" – The document (sales order, invoice and/or other sale receipt) produced by Apryse (or duly authorized distributor) and that details the license(s) and/or service(s) purchased by the Licensee.

"Perpetual License" – A license, as granted under this SLSA, that extends into perpetuity.

"Process" – An object code representation of the Software loaded into an Instance's memory for execution.

"Production Maintenance And Support" – The combination of Production Support and Maintenance.

"Production Support" – Entitlement to technical assistance by Apryse to the Licensee with respect to installation, licensing, Activation, analysis of problem reports and errors of the Software for licenses purchased for Production Use only.

"Production Use" – Execution of the Software for the purposes of running day to day business operations.

"Renewable License" – A license, as granted under this SLSA, that is time-limited and upon expiration or non-renewal is revoked.

"Renewal" – The purchase and subsequent payment of a renewal package extending the termination date of a Renewable License, Developer Program License, Royalty Free Support and/or Production Maintenance And Support.

"Reported Metering" – The use of the Software in conjunction with a Serial Number that does not require Activation and actual usage is electronically collected by and/or reported to Apryse on an ongoing basis.

"Royalty Free Developer" – Any individual involved in the creation of any part of a Derivative Work for use with a Royalty Free License, whether or not those individuals directly use or interface with the Software.

"Royalty Free License" – A Perpetual License, as granted under this SLSA, that permits redistribution of the Software for both Production Use and Non-Production Use.

"Royalty Free Support" – The combination of Production Support, Developer Support and Maintenance.

"Runtime Key" – A specially generated sequence of characters, separate from any generated Serial Number, created for your use in a Derivative Work.

"SaaS Application" – A Derivative Work delivered over the Internet for which you charge customers to access or use. Other terms that may be used interchangeably with SaaS Application include, but are not limited to, Software as a Service, on-demand software, services as a software substitute, Infrastructure as a Service, Platform as a Service, Desktop as a Service, Backend as a Service, and Service Bureau.

"SaaS Use" – Execution of the Software within a SaaS Application.

"Separate Agreement" – Any other agreement entered into between Apryse and you that removes from, adds to or replaces this SLA.

"Serial Number" – A uniquely generated identifier that specifies your entitlements under this SLA.

"Site" – A single contiguous physical location controlled by a single organization (e.g. an office, building, complex or campus).

"Support Certificate" – A document provided to you indicating the Production Maintenance And Support, Royalty Free Support and/or Developer Support you are entitled to and the term during which the same is applicable.

"Version Build Number" – A number assigned to a version of the Software indicating the date on which the Software was compiled for release.

## 2. EVALUATION LICENSE TERMS.

a. If you have not purchased a license from Apryse (or duly authorized distributor), you are hereby granted an Evaluation License to use the Software on a single Instance for a limited period of time. Apryse reserves the right to extend the evaluation period but under no circumstances are you to use the Software beyond the initial or extended period. You hereby agree and understand that the Software may be limited in functionality, output may be watermarked or other measures, if any, as Apryse sees fit. Apryse is under no obligation to provide support and all warranty on the Software is "AS-IS".

b. You may NOT use the Software to produce any Derivative Works with the exception of works created exclusively for the pre-purchase evaluation of the Software. If you use the Software to produce or maintain any other Derivative Works, you MUST purchase the applicable license or Apryse reserves the right to enforce collection of any licensing fees due. If you do not agree to these terms, then remove the Software immediately and do not evaluate the Software.

## 3. GRANT OF LICENSE.

Apryse grants to you as Licensee the following rights for the following licenses as indicated on an Ordering Document, with exceptions and clarifications as noted elsewhere in this SLA:

a. Perpetual License – If you have purchased a Perpetual License from Apryse (or duly authorized distributor), you are hereby granted a non-transferable, nonexclusive license to use the Software on the number of Instances you purchased into perpetuity. You are hereby granted the right to install, per the terms of this SLA, the Version Build Number of the software existing as of the beginning date of Production Maintenance And Support up to and including the Version Build Number of the software existing as of the end date of Production Maintenance And Support. You are not permitted to install or use a Version Build Number of the software prior to the beginning date or after the ending date of Production Maintenance And Support without the express written consent of Apryse.

b. Renewable Production Use License – If you have purchased a Renewable License for Production Use (“Renewable Production Use License”) from Apryse (or duly authorized distributor), you are hereby granted a non-transferable, nonexclusive license to use the Software on the number of Instances purchased. Upon non-renewal and subsequent expiration of the Renewable License you hereby agree to uninstall and destroy all copies of the Software and make no attempt to bypass or circumvent the date limitations imposed by the Software. Continued use of the Software beyond the expiration date will be deemed a voluntary conversion to a Perpetual License, which you hereby agree to purchase from Apryse. You are also hereby granted the right to install, per the terms of this SLSA, the Version Build Number of the software existing as of the beginning date of the Renewable License up to and including all Version Build Numbers of the software existing during the term of the Renewable License. You are not permitted to install or use a Version Build Number of the software prior to the beginning date of the Renewable License without the express written consent of Apryse.

c. Reported Metering License – If you have purchased a license with Reported Metering (“Reported Metering License”), you are granted the same rights as a Renewable Production Use License with the following exceptions:

i. You must, either 30 days prior to the expiration of the Reported Metering License or immediately upon written demand by Apryse, notify Apryse of the maximum number of Instances the Software was installed on during the current term of the Reported Metering License.

ii. Apryse reserves the right to invoice, and you agree to immediately pay, for any increase(s) in the maximum number of Instances on the Ordering Document for the Reported Metering License.

d. Core And Concurrent Core Licenses

i. If you purchased a Perpetual License or Renewable Production Use License limited to a Core count, the use of the Software is further limited to each Instance where the number of Cores available to the Instance do not exceed the Core count you purchased, unless you purchased the maximum Core count available, in which case you may run the software on each Instance with unlimited Cores. You may not spread the Core count across multiple Instances.

ii. If you purchased a Perpetual License or Renewable Production Use License limited to a Concurrent Core count, the use of the Software is further limited to each Instance where the number of Concurrent Cores that shall simultaneously execute the Software within the Instance do not exceed the Concurrent Core count you purchased. You may not spread the Concurrent Core count across multiple Instances.

e. Concurrent Process Licenses

i. If you purchased a Perpetual License or Renewable Production Use License limited to a Concurrent Process count, the use of the Software is further limited to each Instance where the number of Concurrent Processes that shall simultaneously execute the Software within the Instance do not exceed the Concurrent Process count you purchased. You may not spread the Concurrent Process count across multiple Instances.

f. Developer Program License:

i. If you have purchased a Named Developer Program License, one Named Developer, identified by their email address, is permitted to use the Software. A “Named Developer” is a specific individual designated

by you to use the Software. A Named Developer Program License may be installed on one or more computers so long as such computer/computers is/are used only by the Named Developer for Non-Production use at any given time.

ii. If you have purchased a Site Developer Program License, you may install and use the Software on an unlimited number of computers for Non-Production use within the Site, use the Software on a network in the Site; or copy the Software for archival purposes, provided any copy must contain all of the original Software's proprietary notices.

iii. Upon non-renewal and subsequent expiration of the Developer Program License you hereby agree to uninstall and destroy all copies of the Software being used under the Developer Program License. Continued use of the Software under the Developer Program License beyond the expiration date will be deemed a voluntary conversion to a Perpetual License, per Instance installed on, which you hereby agree to purchase from Apryse.

iv. You are hereby granted the right to run any Version Build Number of the software prior to any non-renewal and subsequent expiration of the Developer Program License.

g. Royalty Free License:

i. If you have purchased a Royalty Free License, you are hereby permitted to redistribute, into perpetuity, without further payment of royalties, the Software only as part of a Derivative Work, in object form only, on an unlimited number of Instances internally and externally to your organization, for both Production Use and Non-Production Use, as permitted under the terms of this SLA.

ii. You may not create a Derivative Work that offers similar or competing functionality to Software.

iii. You may not create a Derivative Work that merely exposes the functionality of the Software, either directly or indirectly.

iv. You may not create a Derivative Work that offers an application programming interface ("API") that permits third parties to access the functionality of the Software.

v. You may not create a Derivative Work as part of a software development kit or other development tool that allows a third party to subsequently create other Derivative Works.

vi. You may not redistribute the Software either internally or externally for SaaS Use.

vii. You are hereby granted the right to distribute, per the terms of this SLA, the Version Build Number of the Software existing as of the beginning date of Royalty Free Support up to and including the Version Build Number of the software existing as of the end date of Royalty Free Support. You are not permitted to distribute a Version Build Number of the Software prior to the beginning date or after the ending date of Royalty Free Support without the express written consent of Apryse.

viii. You agree to hold confidential any Runtime Keys, strings or other codes given to you by Apryse and obfuscate any code that may expose the runtime key.

ix. The right to redistribute, as defined in this section, survives any non-renewal and subsequent expiration of Royalty Free Support.

x. You agree to notify Apryse immediately if the number of Royalty Free Developers associated with the Derivative Works exceed the number of Royalty Free Developers initially declared upon initial purchase or after any subsequent change to the number of Royalty Free Developers. You also agree to report, upon request by Apryse and on no more than an annual basis, the number of Royalty Free Developers associated with the Derivative Works.

xi. You agree to only use Runtime Keys, or files with Runtime Keys contained therein, within your Derivative Works. You agree to never distribute a Serial Number assigned to you by Apryse and associated with a Royalty Free License for use outside your organization for any purpose whatsoever. You also agree to never use a Serial Number assigned to you by Apryse and associated with a Royalty Free License for any Production Use. Each and every use of a Serial Number shall be deemed a voluntary conversion to a Perpetual License, which you hereby agree to purchase from Apryse.

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- b. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble, de-obfuscate, de-minimize or otherwise attempt to discover the source code of the Software without purchasing an appropriate license under a Separate Agreement. All rights granted under this SLSA to the Software will immediately cease upon discovery by Apyrse.
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  - ii. A Renewable Production Use License.
  - iii. A Renewable License used for Emergency Recovery, if replacing a Renewable Production Use License, may be automatically converted to a Renewable Production Use License if the Instance with the Renewable Production Use License becomes unavailable.
- f. Under no circumstances is the Software to be used, alone or integrated into your application(s), as part of a SaaS Application, unless a Separate Agreement granting those rights is agreed to.
- g. You agree to not use the Software to violate any individual's or entity's copyright protection with unauthorized access to that individual's or entity's content and indemnify and hold harmless Apyrse from any such activity even if such violation is unintentional.

## 6. UPGRADES.

If the Software is labeled as an upgrade, you must be properly licensed to use a product identified by Apyrse as being eligible for the upgrade in order to use the Software. Software labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of the SLSA associated with the upgrade. If the Software is an upgrade of a component of a package of software programs that you licensed as a single product, the Software may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

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#### 10. SUPPORT ENTITLEMENTS.

a. Perpetual License – If you purchased a Perpetual License, you are entitled to Production Maintenance And Support under the following conditions:

i. If you purchased Production Maintenance And Support (“Purchased Support”), coverage of your entitlement starts and ends with the term as indicated on your Support Certificate.

ii. If you did not purchase Production Maintenance And Support (“Limited Installation Support”), coverage of your entitlement begins on the date of purchase and extends for one (1) month after the date of purchase and may not be extended without the express written consent of Apryse.

b. Renewable Production Use License – If you purchased a Renewable Production Use License, you are entitled to Production Maintenance And Support; coverage of your entitlement starts and ends with the term as indicated on your Support Certificate.

c. Developer Program License – If you purchased a Developer Program License, you are entitled to Maintenance and Developer Support; coverage of your entitlement starts and ends with the term as indicated on your Support Certificate.



d. Royalty Free License – If you purchased a Royalty Free License, you are entitled to Royalty Free Support; coverage of your entitlement starts and ends with the term as indicated on your Support Certificate. Support for Software redistributed under the terms of the Royalty Free License does not survive beyond the term of your entitlement.

e. Extension – Upon Renewal, your entitlements as indicated above are hereby extended to the end of your Renewal; coverage of your entitlement starts and ends with the term as indicated on your Support Certificate.

#### 11. INCLUDED SUPPORT SERVICES AND RESPONSE TIMES.

a. Purchased Support and your Renewable Production Use License includes email and/or support portal-based assistance for a single named support contact with issues relating to a Production Use license and affecting a production environment, including licensing, installation, configuration, network and file specific issues. Response time is 4 business hours (Monday – Friday, 7AM -4PM Pacific Time, holidays excluded)

b. Limited Installation Support includes email and/or support portal-based assistance for a single named support contact with issues relating specifically to the installation or licensing of a Production Use license and affecting a production environment. Response time is one business day (Monday – Friday, holidays excluded)

c. Developer Support includes email and/or support portal-based assistance for named individuals with issues relating to a Developer Program License and affecting Non-Production use, including diagnosing, reviewing and troubleshooting code. Access to beta programs and interim builds are also included. Response time is 4 business hours (Monday – Friday, 7AM-4PM Pacific Time, holidays excluded)

i. Named Developer Program License may designate one (1) named individual who is entitled to access support resources.

ii. Site Developer Program Licenses may designate up to five (5) named individuals who are entitled to access support resources.

d. Royalty Free Support includes email and/or support portal-based assistance for named individuals with issues relating to affecting a Royalty Free License in either Production Use and Non-Production Use, including diagnosing, reviewing and troubleshooting code. Access to beta programs and interim builds are also included. Response time is 4 business hours (Monday – Friday, 7AM-4PM Pacific Time, holidays excluded). You may designate the named individuals who are entitled to access support resource up to the number of Royalty Free Developers associated with your license, but not to exceed ten (10).

## 12. EXPIRED MAINTENANCE AND/OR SUPPORT.

a. Apryse shall make all best efforts to notify you, for Renewal purposes, 45 days prior to the expiration of Purchased Support, Royalty Free Support, Renewable Production Use License and/or Developer License.

b. Upon expiration and non-renewal of your Purchased Support, Royalty Free Support, Renewable Production Use License and/or Developer Program License, all entitlements granted herein cease. Apryse reserves the right to extend, but is under no obligation to provide, an offer for Renewal at any time after the expiration of support or license.

c. Should Apryse determine that you accessed support resources after expiration of your support or license, Apryse reserves the right to charge and you agree to pay reasonable incidental support fees as determined by Apryse.

d. Should Apryse determine that you downloaded, installed and/or otherwise used a Version Build Number of Software published after the expiration of your support or license, Apryse reserves the right to charge and you agree to pay the cost of full licenses of the Software, at the list price of the Software effective on the date said determination is made.

## 13. ADDITIONAL SUPPORT TERMS.

Apryse reserves the right to add, change or remove benefits or features from any support program at any time and without notice. Apryse also reserves the right to create or remove additional support programs that may not be covered under this SLSA. Current support terms, conditions, benefits and features, will be as published on the Apryse website or Apryse support site, and any modifications will supersede the terms published in this SLSA.

## 14. AUDIT.

In order to verify your compliance with this SLSA, Apryse in its sole discretion may request either or both of the following: that you provide Apryse with a written certification describing the extent of your use of the Software, including consumed processing volume, and/or allow Apryse and/or its representatives to conduct a reasonable audit of your applicable records and premises. You agree to comply with such request(s) and to provide Apryse with such assistance as may be reasonably requested by Apryse.

If, after any audit, discrepancies are discovered in use, counts or any other mechanism Apryse relies upon to determine your licensing, you agree to immediately purchase the requisite licensing. Failure to do so will result in a termination of all rights granted under this SLSA with no refund or offset.

## 15. GENERAL PROVISIONS.

a. Entire Agreement. This SLSA sets forth Apryse's entire liability and your exclusive remedy with respect to the Software and supersedes the terms of any purchase orders and any other communications or advertising with respect to the Software. You acknowledge that this SLSA is a complete statement of the agreement between you and Apryse with respect to the Software, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions with respect to the Software. You also acknowledge that the terms and conditions of this SLSA may change, from time to time, and that installation of the Software shall constitute acceptance of the version publicly available.

b. Headings. Headings under this SLSA are intended only for convenience and shall not affect the interpretation of this SLSA.

c. Waiver and Modification. No failure of either party to exercise or enforce any of its rights under this SLSA will act as a waiver of those rights. This SLSA may only be modified, or any rights under it waived, by a written document executed by the party against which it is asserted.

d. Severability. If any provision of this SLSA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this SLSA will not be affected.

e. Governing Law. This SLSA will be governed by the laws of the State of California, U.S.A., excluding the application of its conflicts of law rules. This SLSA will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this SLSA is found void and unenforceable, it will not affect the validity of the balance of the SLSA, which shall remain valid and enforceable according to its terms. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations. This SLSA shall automatically terminate upon failure by you to comply with its terms. This SLSA may only be modified in writing signed by an authorized officer of Apryse.

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