PDF.js Express License Agreement

The following agreement is non-negotiable.

This License Agreement (the "Agreement") is a legal agreement between You (either an individual or a single legal entity, and referred in this Agreement as "You" or "Licensee"), and Apryse Software Inc. ("Apryse" or "Licensor") for the Software. If You are agreeing to be bound by this Agreement on behalf of Your employer or other entity, You represent and warrant that You have full legal authority to bind Your employer or such entity to this Agreement. If You do not have the requisite authority, You may not accept the Agreement or use the Software on behalf of Your employer or other entity. "Software" means (a) the Licensor's PDF. is Express software in object code form only; (b) any patches, revisions, updates, upgrades or replacements of the Software (collectively, "Updates"); (c) all related explanatory written materials or files (printed or electronic) accompanying the Software ("Documentation"); and (d) other materials which accompany this Agreement and all copies thereof. "Integrated Application" means the Software integrated into, combined with, directly or indirectly accessible by, or interoperating with any part of a single Licensee software application, software program, or web site, whether statically or dynamically linked thereto and by which third parties subscribe or otherwise access the services provided by You via such application at a given World Wide Web domain name (an Integrated Application may not be white-labelled or custom branded for third parties). Each "License" entitles You to Use the Software only in association with a single Integrated Application at a maximum of one domain name as indicated on Your account dashboard (the "Domain"). "Party" or "Parties" means Licensor or Licensee or both. "Use", "Used" or "Using" means to access, install, download, copy or otherwise benefit from using the functionality of the Software.

- 1. LICENSE GRANT. Subject to the terms and conditions of this Agreement, including Your payment of any required fees, Apryse grants to You a limited, non-exclusive, non-assignable, non-sublicensable right to Use the Software to deliver, transmit, enable access to, or otherwise make available, directly or indirectly, to third party end users, for such end users' internal or personal use only (without any right of resale, marketing, licensing or developing new products by any other person or entity), the Software only as an integrated or interoperating part of a single Integrated Application operating only on the Domain.
- **2. LICENSE FEE AND RENEWAL.** You may license the Software on a monthly or annual basis. Apryse will charge, and You agree to pay, the then current monthly or annual, as applicable, license fee to Apryse for the Software based on each License. The license fee is non-refundable except as expressly set forth in this Agreement. To the extent You wish to Use the Software with or in association with more than one domain name or more than a

single Integrated Application, You must acquire and pay for an additional License in each instance. UNLESS YOU NOTIFY US BEFORE A CHARGE THAT YOU WANT TO CANCEL OR DO NOT WANT TO AUTO RENEW, WHICH YOU MAY DO VIA YOUR ACCOUNT DASHBOARD, YOU UNDERSTAND YOUR LICENSE WILL AUTOMATICALLY CONTINUE AND RENEW FOR A SUBSEQUENT MONTHLY OR ANNUAL, AS APPLICABLE, TERM AND YOU AUTHORIZE US (WITHOUT NOTICE TO YOU UNLESS REQUIRED BY LAW) TO COLLECT THE THEN-APPLICABLE LICENSE FEE AND ANY TAXES, USING ANY ELIGIBLE PAYMENT METHOD WE HAVE ON RECORD FOR YOU. IT IS UP TO YOU TO ENSURE YOUR PAYMENT METHODS ARE UP TO DATE AND NOT EXPIRED.

- **3. COPIES.** Subject to the terms of this Agreement, You may make (a) an unlimited number of copies of the Documentation, either in hardcopy or electronic form, provided that any such copies shall be Used for internal purposes only and shall not be sold or distributed to any third party; and (b) one backup copy of the Software for backup and archival purposes only.
- 4. RESTRICTIONS. You agree not to: (a) Use the Software other than in accordance with each License; (b) disclose any activation code, license key and/or registration information provided to You by Apryse for Use in relation to the Software (collectively, the "License Key") to any third party without Apryse's prior written consent; (c) copy the Software or the License Key, except solely as required to exercise the rights granted to You pursuant to Sections 1 and 3 above; (d) other than as expressly set forth in Section 1 above, Use, distribute, disclose, reproduce, transmit, broadcast, transfer, sell, sublicense, loan, lend, lease, rent, give away, enable access to, all or any part of the Software or the License Key, whether as a stand-alone product or service or otherwise; (e) use the License Key except for the sole purpose of Using the Software in accordance with this Agreement; (f) modify, port, adapt, translate or create derivative works based on, or any competitive or emulating software products, service, or applications using, the Software, and ownership of any such unauthorized works together with the copyrights, patents and trade secrets embodied therein will vest in the Licensor upon creation of the same; (g) Use the Software unless the Licensee's Integrated Application adds significant value and substantial functionality to the Software (h) Use the Software as part of a stand-alone PDF application or PDF application that could compete with any Apryse product; (i) reverse-engineer, reverse-compile or decompile, disassemble or otherwise attempt to discover the source code or underlying algorithms of the Software; (j) make available in any manner to any third party, the Software as a stand-alone component; (k) Use the Software in or pursuant to any custom development services agreements with any third party; (I) Use on Your own account, make available in any manner, or enable access in any way or by any means whatsoever to any third party, the Software, whether as part of any Integrated Application or otherwise, as a

component to be Used for development, compilation, debugging or similar design-time purposes; (m) Use the Software or the License Key in a manner that infringes upon the lawful rights of others or in contravention of any and all applicable laws (including without limitations all applicable trademark and copyright laws); or (n) attempt, cause, permit or encourage any third party to do any of the foregoing. You also acknowledge that the Software is subject to the export control laws and regulations of Canada and the United States and represent and warrant that You are not located in a country that is subject to embargo and that You are not listed in any Canadian, United States or EU sanction list of prohibited or restricted parties. You agree that You shall comply with such laws and regulations, and shall not export or re-export any Software, directly or indirectly in contravention of such laws and regulations.

- **5. SUBCONTRACTING.** You will have no right to sublicense any of the rights acquired hereunder from Apryse; provided however, that to the extent You wish to engage employ any third party to perform or accomplish the objectives contemplated by Paragraph 1 above, You will be responsible for the performance and obligations of all such persons and their compliance with all of the terms and conditions of this Agreement, including, in particular, the provisions of Section 4 above.
- **6. INTELLECTUAL PROPERTY RIGHTS.** The Software is licensed, not sold. Apryse retains all right, title and interest in and to the Software, the License Key and all copies thereof and in all related copyrights, trade secrets, trademarks and any other intellectual property rights embodied therein or used in association with the Software. No right or license will be implied by estoppel or otherwise, other than the rights and license expressly granted to You under this Agreement. For the avoidance of doubt, all rights in relation to the Software and License Key not expressly granted in this Agreement are reserved by Apryse. Any copies of the Software that You are permitted to make pursuant to this Agreement must contain all copyright and other proprietary notices that appear on or in the Software in the same form and location as the notices on or in the Software and You agree not to obscure, remove or attempt to remove any such notices.
- **7. ATTRIBUTION NOTICE.** You agree to include the following notice in any location where You have Your own proprietary notice in relation to the Integrated Application:
- "PDF technology powered by PDF.js Express copyright © Apryse™ Software Inc., and distributed by [insert Licensee legal name] under license. All rights reserved."
- **8. REMOTE CONNECTION.** Licensee acknowledges and agrees that the Software may connect remotely to Apryse's servers in order to verify License Key and domain information for the purpose of license verification. You hereby authorize and will permit these remote

connections for this purpose and agree not to circumvent or attempt to circumvent such measures. You understand and acknowledge that the functionality of the Software may be limited or restricted to prevent the illegal Usage of the Software or Usage of the Software that violates the terms and conditions of this Agreement.

- **9. CONFIDENTIALITY.** You acknowledge and agree that the License Key to be provided by Apryse for use in relation to the Software constitutes confidential information of Apryse (the "Confidential Information") and title thereto remains in Apryse. The Confidential Information will remain the exclusive property of Apryse and You will not use the Confidential Information other than as contemplated by this Agreement, or (b) disclose or otherwise communicate, directly or indirectly, the Confidential Information to any third party entity whatsoever.
- **10. SUPPORT.** Apryse is not obligated to provide any technical or other support (**"Support Services"**) for the Software to You. However, if Apryse chooses to provide any Support Services to You, Your use of such Support Services will be governed by then-current Apryse policies. With respect to any technical or other information You provide to Apryse in connection with the Support Services, You agree that Apryse has an unrestricted right to use such information for its business purposes, including for product support and development.
- **11. DELIVERY.** The Software and Documentation are delivered in digital format only. You agree to retrieve the Software, Documentation, as well as any relevant Updates from www.pdfjs.express or such other url address as the Licensor may notify the Licensee. Neither digital storage media nor printed Documentation will be delivered to You by Apryse.
- 12. WARRANTY DISCLAIMER. THE SOFTWARE IS PROVIDED TO YOU "AS-IS" AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APRYSE DISCLAIMS ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, OR TERMS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTIBILITY, INTEGRATION, SATISFACTORY QUALITY, DESIGN, DURABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, QUIET ENJOYMENT OR QUIET POSSESSION AND THOSE ARISING BY STATUTE OR IN LAW, OR FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED. APRYSE CANNOT AND DOES NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE, THAT THE SOFTWARE WILL OPERATE WITHOUT INTERRUPTIONS OR THAT IT WILL BE ERROR-FREE.

- 13. LIMITATION OF LIABILITY. INDEPENDENT OF, SEVERABLE FROM AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THIS AGREEMENT, IN NO EVENT WILL APRYSE'S AGGREGATE LIABILITY TO YOU (INCLUDING LIABILITY TO PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY THE LICENSEE), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SOFTWARE, IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF ANY DUTY) OR OTHERWISE EXCEED THE AMOUNT YOU HAVE PAID FOR LICENSED SOFTWARE UNDER THIS AGREEMENT OVER THE 12 MONTH PERIOD PRIOR TO THE DATE THE CLAIM ARISES. IN NO EVENT WILL APRYSE BE LIABLE YOU FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL OR BUSINESS PROFITS, REVENUE, OR EXPECTED SAVINGS, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, LOSS OF DATA OR INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SOFTWARE. EVEN IF APRYSE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGES. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES WILL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.
- **14. LICENSEE TO INDEMNIFY.** You agree to indemnify and hold Apryse harmless from and against any and all costs, losses, liabilities or expenses (including reasonable legal fees) arising out of third party claims against Apryse: (i) to the extent based on any alleged infringement of intellectual property rights caused by the Licensee's bundling of the Software with the Integrated Application; or (ii) in connection with any act or omission of the Licensee including, without limitation, claims related to the Licensee's development, promotion, distribution and/or use of the Integrated Application.
- **15. TERMINATION.** Apryse reserves the right to terminate this Agreement or suspend Your Use of the Software without notice if You breach or otherwise fail to comply with any provision of this Agreement. You may terminate this Agreement at any time provided always, however, that no part of the fee paid for each License will be refundable. Apryse may also terminate this Agreement at any time by giving 90 days notice to You (in which case we will refund you a pro rata portion of any up-front fee attributable to the remaining portion of the term (if any)). Upon termination of this Agreement: (a) any and all rights granted to You under this Agreement shall immediately cease; (b) You shall destroy all copies of the Software and License Key in your possession or control; and (c) if so requested by Apryse, You shall certify in writing that all copies of the Software and License Key in Your possession or control have been destroyed.

- **16. COMPLIANCE WITH LICENSES.** You agree that upon request from Apryse You will within thirty (30) days fully document and certify that Use of any and all Apryse Software at the time of the request is in conformity with your valid licenses acquired under this Agreement from Apryse.
- 17. ASSIGNMENT. Neither this Agreement nor any of the rights granted to You under this Agreement may be assigned, transferred or conveyed by You, in whole or in part, whether voluntarily, by operation of law or otherwise, nor will this Agreement or any rights granted to You hereunder enure to the benefit of any trustee in bankruptcy, receiver, creditor, trustee or successor of the Licensee's business or of its operation or property, whether voluntarily, by operation of law or otherwise, or to a purchaser of all of the shares of the Licensee or to a purchaser of the entire business or substantially all of the assets of the Licensee and any attempt to do so will be void and entitle the Licensor to terminate this Agreement pursuant to Section 14. Despite the foregoing, this Agreement may be assigned only to a purchaser of all of the shares of the Licensee or to a purchaser of the entire business or substantially all of the assets of the Licensee, with prior written consent of Apryse and provided that any such purchaser agrees in writing with the Licensor to be bound by all of the terms and provisions of this Agreement as if the purchaser was the Licensee in the first instance. This Agreement may be assigned by Apryse in its sole discretion.
- **18. GOVERNING LAW.** The application of the *United Nations Convention on Contracts for the International Sale of Goods* will not apply to any part of any transaction contemplated by or under this Agreement and the same is hereby expressly excluded. The validity, construction, and performance of this Agreement and any dispute between the Licensor and Licensee relating thereto shall be exclusively governed by and interpreted and determined in accordance with the substantive laws in force in the Province of British Columbia, Canada, without reference to choice of law or conflict of law principles. Any litigation, action or proceeding relating to this Agreement must be instituted in the Supreme Court of British Columbia, Vancouver Registry. Provided, however, notwithstanding any term of this Agreement, Apryse may apply to a court of competent jurisdiction for interim or injunctive relief pending resolution of the dispute. You waive any objection that You may have with respect to jurisdiction, venue or forum.
- **19. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between You and Apryse with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous representations, statements, understandings or agreements, written or oral, between the Parties regarding such subject matter.
- **20. MODIFICATIONS.** Apryse may make changes to this Agreement at any time with notice to You. If You do not agree with the modifications to the Agreement, You may terminate

Your use of the Software, which will be Your sole and exclusive remedy. You agree that Your continued use of the Software constitutes Your agreement to the modified terms of this Agreement.

- 21. SEVERABILITY. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision shall be severed and deleted, or modified and limited as to give effect to the original intent of the Parties and to the extent necessary for this Agreement to be otherwise enforceable. Any such deletion or modification will not affect the validity of the balance of the Agreement, which shall remain valid and continue in full force and effect with respect to all other provisions. However, if in Apryse's opinion, modification or deletion of any provision of this Agreement by operation of this Section unreasonably compromises the rights or increases the liabilities of Apryse, Apryse reserves the right, despite any other provision of this Agreement, to terminate this Agreement and refund the license fee paid by You attributable to the remaining portion of the term, as your sole and exclusive remedy.
- **22. PUBLICITY.** You agree that Apryse may use Your name and logo in identifying that You are a licensee of the Software on its website or in general discussions with customers or prospective customers.
- **23. NO WAIVER.** No failure or delay of or by Apryse to exercise any right or remedy under this Agreement and no partial or single exercise thereof shall be construed to be a waiver of any such right or remedy or any other right or remedy hereunder. All of the rights of Apryse under this Agreement shall be cumulative and may be exercised separately or concurrently.
- **24. NOTICES.** Apryse may provide any notice required under this Agreement by posting in Your account dashboard or by emailing You at the email Apryse has on record by You. Notice will be deemed to be received by You within 24 hours after the time it is posted to your account or emailed to the You.
- **25. FORCE MAJEURE.** Apryse will not be liable for failure to perform any obligation under this Agreement where such failure is due to fire, flood, pandemic, labour-management dispute, natural calamity, act of terrorism, or act of the government or if such causes are otherwise beyond its reasonable control.

Last Updated February 8, 2023