GENERAL LICENSING AGREEMENT

of

PDF Tools AG for the Licensing of Software

Version 2.3

Valid as of: 2012/03/01

The provisions of this General Licensing Agreement are the legally binding basis for the licensing of software solutions by PDF Tools AG and apply to natural and legal persons (hereinafter "licensee").

By placing an order, the licensee accepts the terms of this General Licensing Agreement as valid.

1 DEFINITIONS

1.1 Components

[1] A software component is a unit with assigned interfaces that can be used as a stand-alone program or integrated in software program. Components are mainly used by software developers and consultants. Components are offered in the form of shell tools and programming interfaces (API).

1.2 Solutions

[1] A solution is a software program that integrates a number of components to build a stand-alone software. Solutions are mainly used by end users, integration specialists and IT operators. It is distinguished between desktop and server solutions.

1.3 Installation, Operating System

[1] An operating system is a pre-requisite to operate the licensed software. Examples of operating system are Windows 2000 Server, Windows 2003 Server, Windows 2008 Server, and operating systems like Linux, AIX and HP-UX.

[2] An installation of an operating system can be operated on one or multiple real or virtual computers.

[3] Operating the licensed software on one installation of an operating system counts as one (1) installation.

1.4 Type of License, Throughput

[1] The type of the license defines the form of utilization of the software. Examples for types of licenses are license per installation and license by throughput.

[2] The extent of the utilization of the software can be bound to the throughput. The throughput is measured in processed pages per unit of time. Normally that is pages per year.

1.5 Development License

[1] One development license is required for each workstation of a developer.

1.6 Deployment License

[1] A deployment license is required for the use in production. The price of the deployment license is based on the license type that applies to this product.

[2] The deployment license of a desktop product is based on the number of installations.

[3] The deployment license of solutions is based on the throughput.

[4] The deployment license of components is based on the type of operating system (Windows, Unix, Client, Server).

1.7 Test License

[1] A test license is required when components are used in test environments to verify integration and compliance with the necessary customer requirements.

1.8 Evaluation License

[1] An evaluation license is used to verify the functionality of software that is subject to licensing; it is made available to the licensee for a limited period of thirty (30) days.

2 OBJECT OF THE CONTRACT

2.1 Scope of the License

[1] PDF Tools AG grants the licensee a non-exclusive, non-transferrable right to use the licensed software for the licensee's own use, as provided for within the scope of this Agreement. No other type of use of the licensed software is permitted other than that provided for in this Agreement, unless expressly authorized in writing by PDF Tools AG.

[2] The licensed software may only be used by persons authorized by the licensee and authorized persons associated with the licensee's end-user.

[3] The sale of the software or any other use not provided for within the scope of the license is expressly prohibited.

[4] The maximum number of copies that the licensee may use is limited to the number of purchased licenses as specified on the invoice issued by PDF Tools AG.

[5] The licensed software is limited to a specific operating system, such as Windows, Mac OS/X, Linux, Sun Solaris, IBM AIX or HP-UX. The operating system to which the license is limited is specified on the invoice.

2.2 Use by the Licensee

[1] The use of the licensed software and - depending on the type of license - the integration of the licensed software into the licensee's applications for the licensee's own use is permitted within the scope of the license purchased.

3 LICENSE USE

3.1 Deployment License

[1] A deployment license grants the licensee the right to use the software on one (1) operating system installation.

[2] The utilization right derived from the acquisition of a deployment license entitles the licensee to a certain throughput of processed pages. The throughput acquired in conjunction with a deployment license appears on the invoice. In case there is no throughput defined on the invoice document, the licensed software can be used with an unlimited throughput.

3.2 Test License

[1] A test license is fixed at 30% of the licensing costs of a deployment license with a throughput of 30,000 pages per month and can only be used in conjunction with a deployment license.

3.3 Evaluation License

[1] It is prohibited to use an evaluation license for development, testing, productive use or any other purpose apart from evaluation. It is free of charge, bears a watermark and is valid for 30 days after downloading.

3.4 OEM License

[1] An OEM license is required in the event the licensed software is integrated in a software product of the OEM partner that is used productively by its customers. An OEM license consists of a development license and deployment license.

[2] The type and price of the development and deployment licenses are defined in the agreement with the OEM partner.

[3] The licensee is permitted to copy and distribute applications that have been expanded to include the licensed software for the benefit of end users.

3.5 Audit

[1] The licensee is required to carry out a self-audit at the end of each contractual year. The licensee uses the self-audit to report the actual number of processed pages to PDF Tools AG once per year. The number of processed pages can be obtained from the page counter.

[2] PDF Tools AG is entitled to verify the number of processed pages as part of a formal audit. In the event of a formal audit, PDF Tools AG is required to notify the licensee in writing at least 5 working days in advance. The audit can be performed by PDF Tools AG itself or by an appointed representative of PDF Tools AG. In the event that a formal audit establishes that the licensee does not hold the correct license(s), he is required to order a correct license within 10 days and to pay all outstanding charges.

4 INTELLECTUAL PROPERTY

4.1 Basis

[1] The licensee confirms and explicitly agrees that the licensed software contains valuable trade secrets and confidential information that are the property of PDF Tools AG. The licensee declares that it will

not operate, sell, copy, grant licenses to use, pass down or otherwise use the licensed software, parts thereof or the license key in any way that is not in conformity with the provisions of this Agreement.

4.2 Prohibition on Reverse Engineering and/or Reverse Translation

[1] The reverse engineering and/or reverse translation of the licensed software on the part of the licensee or the attempt to do so is prohibited. The licensee may not authorize or support such activity or allow others to do so.

4.3 Liability

[1] The licensee is liable to PDF Tools AG for all harm directly or indirectly suffered by PDF Tools AG caused by unauthorized disclosure of trade secrets and confidential information. Moreover, the licensee explicitly recognizes that PDF Tools AG is entitled to prohibit the disclosure of trade secrets and confidential information, as well as unauthorized use of the licensed software and may use all means available to do so.

4.4 Trademark Protection

[1] 3-Heights™ is a registered trademark of PDF Tools AG.

[2] The licensee may not use the registered trademark "*3-Heights™*" without the permission of the licensor.

5 WARRANTY AND LIABILITY

5.1 Right to Remedy for Defects

[1] PDF Tools AG assures that, at the time of licensing, the programs provided are the most recent valid and tested versions. Should considerable defects arise during use of unmodified programs running on a suitable platform within thirty (30) days of receipt of the licensing fee payment, the licensee has the right to demand a non-defective version.

5.2 Right of Rescission

[1] Should the program contain unexpected defects, namely if it is not capable of performing fundamental tasks, functions and operations the capability of which has been assured or which are required for proper use, the licensee can return the program and documentation against return of the licensing fee. When exercising this right, the licensee must confirm in writing that he has deleted all copies of the program and has ceased to use the program. PDF Tools AG is entitled to verify that this is the case on-site.

[2] The right to rescission expires three (3) months after receipt of the licensing fee payment.

5.3 Holding Harmless in the Event Software is Modified

[1] PDF Tools AG bears no responsibility in the event that claims deriving from patent and industrial property rights are asserted if they arise in connection with a version of the licensed software that has been modified or combined with other software components.

[2] The licensee holds PDF Tools AG harmless for damages and liability claims arising in connection with the modification of the software or its combination with other software components.

5.4 Liability Limitation

[1] The maximum liability of PDF Tools AG toward the licensee for any claims is limited to the amount of the licensing fees paid by the licensee to PDF Tools AG.

[2] Any further warranty or liability is excluded as far as permissible by law. Specifically, PDF Tools AG is not liable for the results generated with the program, for consequential damage due to defects, for lost profits or other financial loss suffered by the customer.

6 MAINTENANCE

6.1 Basis

[1] The licensing fee includes the right to maintenance services, technical support and the use of new versions of the software for a period of thirty (30) days from receipt of the licensing fee.

6.2 Beginning and Term

[1] The licensee has the option of paying a maintenance fee that entitles the licensee to performance of maintenance services for one year. In this case, the licensee is entitled for the duration of the maintenance period of one year to technical support and to new versions of the software, and to use the latter within the scope of the Licensing Agreement.

[2] Maintenance is available with the supply of the licensed software and is valid for one (1) year. When this year has passed, the maintenance service is automatically renewed for an additional year provided the licensee does not cancel it within thirty (30) days of receipt of the invoice for the maintenance service fee.

6.3 Maintenance Fee Amount

[1] The maintenance fee for a term of one year is 20 % of the licensing fee that has been agreed for the licensed software. PDF Tools AG reserves the right in the years following the initial year to adapt the maintenance fee in proportion to the volume actually processed.

[2] In the case of a smaller number of licenses, a minimum charge of 100 Euros will apply to renewals.

6.4 Technical Support

[1] Technical support relates to the answering of queries by email between 08:00 and 16:00 UTC, Monday to Friday, and is limited to the registering of reported errors, to clarifying whether the errors were caused by the licensed software and to providing assistance in identifying workarounds, as well as supplying corrected versions of the licensed software, provided the latter caused the error.

[2] Technical support will be provided if the error is traceable on a computer used by PDF Tools AG and if the licensed software has not been modified. Training is not included in the maintenance service.

[3] Support and maintenance services will be provided by PDF Tools AG to a maximum of two persons authorized by the licensee.

6.5 Release Versions of the Licensed Software

[1] If the licensee has subscribed to annual maintenance, the licensee is entitled to receive new versions of the licensed software as soon as they are made available by PDF Tools AG. Products other than the licensed software or new products are NOT considered to be new versions.

[2] The licensee receives one (1) copy of the new version. When PDF Tools AG supplies a new version of the software, it will provide support for the older versions for a maximum of six (6) months. After this period, PDF Tools AG will only provide support for the new version.

6.6 Extraordinary Termination of the Maintenance Service

[1] PDF Tools AG can at any time interrupt or cancel performance of maintenance services if the licensee does not fulfill its obligations such as payment of the licensing or maintenance fees or other contractual obligations.

7 DATA PROTECTION

[1] The licensee has been informed and upon ordering, EXPLICITLY AUTHORIZES PDF Tools AG that personal data such as the surname and given name, address(es) used for invoicing, installation and/or delivery, any telephone numbers, email addresses, bank information, as well as information identifying the user, information about the beginning and end as well as any use whatsoever, might be collected by PDF Tools AG and used in transnational communication for the purposes of processing the order and of improving the service offerings.

8 COMMENCEMENT, AMENDMENT AND DURATION

[1] These general licensing conditions come into effect on March 1st, 2012. They shall apply to all contractual relationships that come into being in accordance with the law as of the date of legal validity.

[2] PDF Tools AG is entitled to amend the general licensing conditions at any time. However, such amendments shall only apply to contractual relationships that come into being after the amendment is implemented.

[3] The general licensing conditions shall apply in full from the day of legal validity until replaced by updated general licensing conditions.

9 SEVERANCE CLAUSE

[1] Where a clause of this agreement is declared, by the competent court, to be invalid, this will have no effect on the validity of the rest of the agreement.

[2] In place of the invalid clause, a provision shall apply which comes closest in meaning to the original measure.

10 COMPONENTS OF THE AGREEMENT

[1] The invoice issued by PDF Tools AG is an integral component of this Agreement and specifies the licensed software, the licensed version of the software, the name and location of the licensee and the amount of the licensing fee.

11 APPLICABLE LAW AND VENUE

[1] This Agreement is governed by Swiss material law.

[2] The sole venue for actions or claims against the licensor is the place where PDF Tools AG is domiciled.

PDF Tools AG

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