

License Agreement

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1. Definitions. For the purposes of this License Agreement, the following terms, which shall be applicable equally to both the singular forms and the plural forms of the terms defined, shall have the following meaning:

"Active Bundled Product" shall mean the product (to include but not limited to the compiled product, mobile application, website or web service) developed, created, composed or assembled by Developer which incorporates, accesses, integrates or otherwise interfaces with the Software and/or Technology and is actively being sold, licensed, given away, supported, deployed, maintained, updated or commercially exploited in any way.

"Developer" shall mean you, your employees, agents and contractors who use the Technology or otherwise incorporate the Technology into an Active Bundled Product.

"Software" shall mean all versions, updates and upgrades of software developed and owned by Licensor

"Technology" shall mean the Software application, data and/or services provided by Licensor hereunder.

2. License

2.1 License Grant by Licensor. Licensor hereby grants to you and you accept, a nonexclusive, nontransferable, limited, revocable license to use the Technology in machine-readable, object code form only, and the accompanying manual or other documents describing the Technology, its operation or functionality ("User Documentation"), for use to create a Bundled Product, only as authorized in this License Agreement. For each license purchased hereunder, the Technology may be used only by a single individual Developer employed, or otherwise controlled by you; or in the event of the termination of employment or change in scope of Developer's duties, no more than once every 180 days you may transfer the Technology license to a new individual Developer. Only one individual Developer may use the Technology per license purchased by you. You agree that you will not assign, sublicense, transfer, pledge, lease, rent, or share your rights under this License Agreement, except as permitted to be incorporated within the Bundled Product during the term of this License Agreement. You agree that you may not reverse assemble, reverse engineer, reverse compile, decompile the Technology, or otherwise translate the Technology, except as otherwise permitted herein. Upon loading the Technology into your computer, you may retain a copy for backup purposes. You may make one copy of the User Documentation for backup purposes. Any such copies of the Technology or the User's manual shall include Licensor's copyright and other proprietary notices. Except as authorized under this paragraph, no copies of the Technology or any portions thereof may be made by you or any person under your authority or control.

Subject to the terms of this Agreement, Licensor may grant to you, a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to install and use the Technology for a single Developer for a period of thirty (30) days (the "Evaluation Period"), for the sole purpose of evaluating the Technology. You may only use the Technology for evaluating its use solely for your own internal business purpose in accordance with the all terms and conditions of this Agreement and you shall not license, sell or otherwise exploit the Technology. You shall not prepare any Active Bundle Products during the Evaluation Period. Your right to use the Technology shall lapse at the end of the Evaluation Period and, at that time, you shall no longer use the Technology, directly or indirectly, unless you pay all applicable License Fees.

2.2 Your Rights in the Bundled Product. During the Term of this License Agreement, you shall own the rights, title and interest to the Bundled Product and shall have the right to use, commercially exploit, sell or otherwise use the Bundled Product so long as all annual License Fees have been paid in full. You may not transfer the Active Bundled Product to any third party who will maintain, update or further develop the Active Bundled Product unless the third party acquires appropriate licenses by paying the respective License Fees.

2.3 Customer Agreements. Each of your customers or end users of the Bundled Product must be subject to an end-user license agreement with you that protects Licensor's proprietary rights in the Technology in a manner that is consistent in all material respects with the terms and conditions of this

License Agreement (each such agreement, a “Customer Agreement”) You will use your best commercially reasonable efforts to enforce the terms of each Customer Agreement and will promptly notify Licensor if you become aware of any material breach of any such agreement by a customer that affects Licensor’s proprietary rights in the Technology. All Customer Agreements shall prevent assignment, transfer, decompilation, preparation of derivative works, or dissemination of the Technology and Bundled Product.

3. *Licensor Rights*

3.1 *Licensors Rights in the Technology* . You acknowledge and agree that the Technology and the User Documentation are proprietary products of Licensor and some of the Technology is protected under U.S. copyright law. You further acknowledge and agree that all right, title, and interest in and to the Technology and User Documentation, including associated intellectual property rights, are and shall remain with Licensor. This License Agreement does not convey to you an interest in or to the Technology, but only a limited right of use, revocable in accordance with the terms of this License Agreement.

3.2 *Third Party Software*. The Technology may contain certain third party software that the Company has licensed and acquired the right to sublicense under certain conditions. Such software is protected by copyright and other applicable laws. The license and rights to use the third party software can be found at <https://www.dynamicpdf.com/Company/LicenseAgreement/Legal.txt> (“Third Party Software Licenses”). By using the Technology you hereby agree to be bound by the terms of all Third Party Software Licenses.

4. *License Fees*. The license fees paid by you are paid in consideration of the licenses granted under this License Agreement. Except as otherwise set forth in writing, License Fees paid are non-refundable. A separate License Fee shall be payable for each individual Developer that uses the Technology. Upon payment of the License Fee, Licensor shall provide you with a serial number for each individual Developer for whom a License Fee is paid. The serial number shall allow you to access the customer page on Licensor’s website and shall allow you to use the Technology during the term of your subscription. In the event you fail to make timely payment of any License Fees or other fees, or you attempt to use a single License for the Technology for more than a single Developer without paying the additional License Fee, you shall be deemed in material breach of this Agreement and Licensor may take action to secure its rights, including but not limited to, filing suit for payment of additional License Fees. Interest will accrue immediately on any unpaid License Fees at a rate of eighteen percent (18%) compounded annually. You agree to pay any reasonable costs, including, but not limited to, reasonable attorney’s fees of thirty-three percent (33%) of any amount due and owing, expert witness fees and court costs incurred by Licensor to collect any amount unpaid under this Agreement.

5. *Term*. This License Agreement is effective upon your payment of the License Fee and shall continue for a period of one year or the term agreed upon in writing at the time of purchase. The term shall be renewed for additional periods of one year (or as otherwise agreed

upon in writing) upon payment by you of the appropriate License Fee. You may terminate this License Agreement at any time by returning the Technology, User Documentation, any collateral material, and all copies thereof and extracts therefrom to Licensor. If you terminate this Agreement prior to the end of the Term, your termination shall not entitle you to any refund of any portion of the annual License Fee incurred during the Term, or compensation of any kind. Licensor may terminate this License Agreement upon the breach by you of any terms set forth in this License Agreement. Upon termination by either party, you shall i) return to Licensor the Technology and User Documentation and all copies and portions thereof or erase or destroy all copies thereof; ii) discontinue use of the Technology, including in any and all Bundled Products; iii) certify in writing that that you have destroyed or returned all copies of the Technology and all copies of the Bundled Product which have not been sold or licensed to third party end users. Upon termination of the License hereunder, you must fully stop using all Active Bundled Products and all Active Bundled Products must be retired (all support ended). You must maintain all Licenses hereunder and shall pay an annual License Fee so long as you have any Active Bundled Product(s) or are developing future Active Bundled Product(s).

6. Limited Warranty. Licensor warrants, for your benefit alone, for a period of 90 days from the date of commencement of this License Agreement (referred to as the “Warranty Period”) that during the Warranty Period the Technology shall operate substantially in accordance with the functional specifications in the User Documentation. If during the Warranty Period, a defect in the Technology appears, you may return the Technology to Licensor for either replacement or, if so elected by Licensor in its sole and absolute discretion, refund of amounts paid by you under this License Agreement. You agree that the foregoing constitutes your sole and exclusive remedy for breach by Licensor of any warranties made under this Agreement. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE TECHNOLOGY IS LICENSED 'AS IS,' AND LICENSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Licensor assumes no responsibility whatsoever for the performance of your computer hardware, operating systems, network connections, or operating system or software compatibility.

7. Limitation of Liability. Licensor's cumulative liability to you or any other party for any loss or damages resulting from any claims, demands or actions arising out of or relating to this License Agreement or your use of the Technology shall not exceed the License Fee paid to Licensor for the use of the Technology for the immediately preceding twelve (12) month period. In no event shall Licensor be liable TO YOU OR ANY OTHER PARTY WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES INCLUDING MALFUNCTIONS, DELAYS, LOSS OF DATA, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS FOR ANY CAUSE OF ACTION UNDER OR RELATING TO THIS AGREEMENT, THE PERFORMANCE OR BREACH THEREOF, OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Indemnification. Licensor will indemnify, defend and hold you harmless for all

costs, expenses, and for damages awarded by a court of competent jurisdiction, arising from a claim by a third party that the Technology furnished and used in accordance with this Agreement infringes a copyright, trademark, patent, trade secret or other intellectual property right of such third party, provided that you notify Licensor promptly in writing of the claim and grants Licensor sole control of the defense and all related settlement negotiations. In the event that either the Technology is held to infringe a third party's rights or your use thereof is enjoined due to infringement of a third party's rights by the Technology, Licensor shall, at its sole option, cost and expense: (i) modify the infringing Technology to be non-infringing; (ii) obtain for you a license to continue using the infringing Technology; or (iii) substitute for the infringing portion of the Technology substantially similar software or services with at least the same functionality, or if none of the foregoing remedies are commercially feasible, (iv) terminate this License and promptly refund the current years' License Fee. You shall have no other recourse against Licensor. Licensor's infringement warranty under this section shall not apply to the extent of any claim or infringement resulting from (i) Your continued use of the infringing product after receipt of notice from Licensor or a third party of a claim of infringement; (ii) modifications to the Technology by any party other than Licensor; (iii) modifications to the Technology made pursuant to your express instructions; (iv) combination of the Technology with your Bundled Product or any other products, processes or materials not provided by Licensor; or (v) Your use of the Technology other than in accordance with the terms of this Agreement.

9. *Support Services, Maintenance Releases and Enhancements/Upgrades.*

9.1 *Support.* During the Term of this License Agreement, Licensor shall provide you with certain support services. Licensor shall use its best efforts to remedy reported and verifiable Defects. Defects shall be reported in writing via electronic mail to Licensor. Further support services and general guidance concerning operation of the Technology may be available to you at an additional charge at Licensor's sole discretion.

9.2 *Maintenance Releases.* In the exercise of its sole discretion and from time to time, Licensor may develop and make available maintenance releases for the Technology at no additional cost to you beyond the annual License Fees.

9.3 *Enhancements/Upgrades.* In the exercise of its sole discretion and from time to time, Licensor may develop and make available to you, at no additional costs beyond the annual License Fee, changes or additions to the Technology that provide new functions or improved performance for the Technology. Licensor may provide consulting services, including enhancements and upgrades developed at your specific request, at a rate mutually agreed upon, together with out-of-pocket and other related costs, and subject to the terms of any future written agreement.

10. *Trademark/Copyright/Trade Secret.* "Dynamic PDF" is a trademark of Licensor. No right, license, or interest to such marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to such trademarks or service marks. Licensor has and retains copyrights in the Technology and User Documentation. All title and copyrights in and to the Technology (including without limitation, any images, photographs, animations, video, audio, music, text, and 'applets' incorporated into the Technology) are owned by Licensor. Licensor reserves all rights. You acknowledge that portions of the Technology are valuable trade secrets of Licensor. Without the express written consent of the Licensor, you shall

not disclose the contents of, allow inspection of, or transfer any portion of, the Technology. You shall not distribute, grant any rights in, or disclose the Technology to any Developer or employee not having a license to use the Technology and in any event with instruction consistent with the terms and restrictions of this License Agreement, or to any third party, including but not limited to, consultants or independent contractors, without obtaining Licensor's prior written consent and obtaining a written instrument signed by each such individual, agreeing to be bound to the terms of this License Agreement and providing such document to Licensor. You acknowledge that violation of this section, including disclosure of Licensor's trade secrets or breach of any of the covenants contained herein, will give rise to irreparable injury to Licensor which cannot be adequately measured in monetary damages. Accordingly, Licensor may seek and obtain injunctive relief against the breach or threatened breach of the covenants contained in this License Agreement, in addition to any other legal remedies which may be available. Licensor may obtain injunctive relief without the necessity of posting bond. The obligations of this section are perpetual, notwithstanding termination of this License Agreement.

11. Governing Law. This License Agreement shall be interpreted, construed and governed in accordance with the laws of the State of Maryland. Each of the parties hereto hereby submit to the exclusive jurisdiction of the courts of the State of Maryland in any suit, hearing or other legal proceeding of every nature, kind and description whatsoever in the event of any dispute or controversy arising hereunder or relating hereto, or in the event any ruling, finding or other legal determination is required or desired hereunder including any proceeding for the enforcement of this Agreement. Notwithstanding, if you are located, your use of the Technology is, or the infringing act occurs, outside of the United States of America, Licensor may elect to proceed by arbitration in its sole and absolute discretion. Upon such election by Licensor, arbitration shall be conducted in Columbia, Maryland by the rules of the American Arbitration Association (the "AAA") or the International Centre for Dispute Resolution ('ICDR'), at Licensor's sole discretion, by a single arbitrator knowledgeable in the software industry, and in accordance with the rules thereof then pertaining. The fees of the arbitration shall be borne by the parties equally. This section shall not, in the event arbitration is chosen, prevent either party from instituting litigation, in order to obtain standing, and seeking injunctive relief from any United States state or federal court under any law or ordinance.

12. Attorneys' Fees/Costs of Litigation. If any action is brought by either party to this License Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees, expert witness fees, arbitrator fees, and expenses incurred in any litigation or arbitration.

13. Severability. Should any term of this License Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof. Any provisions which by their terms and conditions contemplate survival of the expiration of the term of this License Agreement, or any earlier termination of this License Agreement, shall survive such expiration or earlier termination.

14. No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

15. Application of Uniform Computer Information Transactions Act/Self-Help. The Parties agree that the Uniform Computer Information Transactions Act, Annotated Code of Maryland, Commercial Law § 22-101 et seq. ('UCITA'), shall not apply to this Agreement to the extent allowable by law. The Parties agree that Licensor shall be entitled to the use of self-help, including electronic self-help as those terms are defined in UCITA. Prior to the use of electronic self-help, Licensor shall serve notice of exercise upon you by electronic and registered mail to your last known addresses and in the manner prescribed pursuant to 22-816(F) of UCITA, the terms of which are incorporated herein by reference.

16. Application of United Nations Convention on Contracts for the International Sale of Goods. The parties expressly exclude any application of the United Nations Convention on Contracts for the International Sale of Goods ('UNCCISG') to this Agreement and agree that this Agreement shall not be governed by the UNCCISG.

17. Submissions. Should you decide to transmit to Licensor, by any means or any media, any materials or other information (including, without limitation, ideas, concepts or techniques for new or improved services and products), whether as information, feedback, data, questions, comments, suggestions or the like, you agree that such submissions are unrestricted and shall be deemed non-confidential. Should a court of law determine that you have any ownership rights in such information you automatically grant Licensor and its assigns a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license, with the right to sublicense, to use, copy, transmit, distribute, create derivative works of, display and perform the same.

18. Confidentiality. You agree that all code, inventions algorithms, know-how and ideas and all other business, technical and financial information they obtain from Licensor are confidential information and property of the Licensor ("Confidential Information"). You shall use Confidential Information which is disclosed only for the purposes of this License Agreement and shall not disclose such Confidential Information to any third party, without Licensor's prior written consent. You agree to take measures to protect the confidentiality of the Confidential Information that, in the aggregate, are no less protective than those measures you use to protect the confidentiality of your own Confidential Information, but at a minimum, you shall take reasonable steps to advise employees, subcontractors and distributors of the confidential nature of the Confidential Information and of the prohibitions on copying or revealing such Confidential Information contained herein

19. U.S. Government Restricted Rights. The Technology and related documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer for such purpose is ceTe, Inc.

20. Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the parties with regard to the specific subject matter hereof and supersedes all prior written and/or oral understandings between the parties. As the final written expression of all of the agreements and understandings among the parties hereto, this Agreement is an exhaustive and complete expression of the parties' intent and therefore may be modified only by a writing signed

by all of the parties.