END USER LICENSE AGREEMENT

This End User Software License Agreement ("Agreement") is a legal agreement between you, either an individual or a single entity, ("Licensee", "you") and GemBox Ltd., with its registered office located at Aleja Lipa 1/E, 10040 Zagreb, Croatia, registration number: 080585069, VAT ID: HR87317709684 ("GemBox"), which sets out the terms on which you may use any computer software and any associated "online" or electronic documentation (together the "SOFTWARE PRODUCT") that you purchase from GemBox, or that is provided to you by GemBox free or charge. The SOFTWARE PRODUCT also includes any updates and supplements to the original software product provided to you by GemBox.

PLEASE READ THIS LICENSE CAREFULLY. IF YOU ARE ENTERING INTO THIS AGREEMENT ONLINE AS A "CLICK WRAP" AGREEMENT, BY DOWNLOADING, INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE PRODUCT, YOU AGREE: (A)TO BECOME THE LICENSEE UNDER THIS AGREEMENT; AND (B)TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE PRODUCT.

Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties, protect the SOFTWARE PRODUCT. GemBox owns the title, copyright and other intellectual property rights in the SOFTWARE PRODUCT. This is a license agreement and NOT a transfer in ownership in the SOFTWARE PRODUCT; the SOFTWARE PRODUCT is licensed to you subject to the terms of the Agreement set out below.

1. LICENSE GRANT: GemBox grants the Licensee a non-exclusive, non-transferable, perpetual, worldwide license to use the SOFTWARE PRODUCT strictly in accordance with the terms of this Agreement and subject to any additional terms applicable to the type of license purchased as set out in Section 2.

2. LICENSE TYPES

- **2.1. 1 Developer License:** The SOFTWARE PRODUCT is licensed per individual developer. You may make copies on more than one computer, as long as the use of the SOFTWARE PRODUCT is by the same developer. Each developer working with the SOFTWARE PRODUCT must purchase a copy of the SOFTWARE PRODUCT for his/her own development needs.
- **2.2. Small Team License Pack**: This license allows the use of the SOFTWARE PRODUCT by ten (10) developers within one organization.
- **2.3.** Large Team License Pack: This license allows the use of the SOFTWARE PRODUCT by fifty (50) developers within one organization.
- **2.4. Enterprise License Pack:** This license allows the use of the SOFTWARE PRODUCT by an unlimited number of developers within one organization.
- **2.5. Free Version:** Licensee may use the free version of the SOFTWARE PRODUCT for any purpose, including in commercial applications.

- **2.6. Trial Version:** Licensee may switch from the free version to the trial version of the SOFTWARE PRODUCT if some of the limitations imposed by the free version make it difficult for Licensee to properly evaluate components. The trial version can only be used for testing purposes and may not be used in any commercial applications.
- **2.7. Time Limited Version:** Licensee may use a free time limited version of the SOFTWARE PRODUCT for a period of 30 days for testing purposes only. The time limited version may not be used in any commercial applications.
- **2.8.** GEMBOX IS NOT RESPONSIBLE FOR PROVIDING ANY TECHNICAL OR OTHER SUPPORT TO THE USERS OF THE FREE VERSION, TRIAL VERSION OR TIME LIMITED VERSION OF THE SOFTWARE PRODUCT.

3. DISTRIBUTION

- 3.1. Redistributable Files: In addition to the license granted in Sections 1. and 2., GemBox grants the Licensee a non-exclusive, worldwide, royalty-free, perpetual right to distribute the object code version of those portions of the SOFTWARE PRODUCT identified in the SOFTWARE PRODUCT documentation as the redistributable files ("REDISTRIBUTABLE FILES"), provided Licensee complies with the redistribution requirements. Depending on the SOFTWARE PRODUCT, REDISTRIBUTABLE FILES include any or all of the following files: GemBox.Spreadsheet.dll, GemBox.Spreadsheet.xml, GemBox.Document.dll, GemBox.Document.xml, GemBox.Pdf.dll, GemBox.Pdf.xml, GemBox.Pdf.Ocr.dll, GemBox.Pdf.Ocr.xml, eng.traineddata, GemBox.Presentation.dll, GemBox.Presentation.xml, GemBox.Email.dll, GemBox.Email.xml, GemBox.Imaging.dll, GemBox.Imaging.xml, pdfviewer.js, and pdfviewer.css.
- **3.2. Redistribution Requirements:** If Licensee redistributes the REDISTRIBUTABLE FILES, the Licensee agrees to: (a) distribute the REDISTRIBUTABLE FILES in object code form only in conjunction with, and as part of, the Licensee's software application product which adds significant and primary functionality; (b) not use GemBox or the SOFTWARE PRODUCT name, logo, or trademarks to market the Licensee's software application product; (c) include a valid copyright notice on the Licensee's software; and (d) indemnify, hold harmless, and defend GemBox from and against any claims or lawsuits, including attorney's fees, that arise or result from the use and distribution of the Licensee's software application product.
- **3.3. Limitations:** Distribution by the Licensee of any executables or other files distributed by GemBox as part of this SOFTWARE PRODUCT and not identified as a REDISTRIBUTABLE FILE is prohibited. Redistribution of REDISTRIBUTABLE FILES by Licensee's users without the appropriate redistribution license is prohibited.
- **3.4.** The SOFTWARE PRODUCT may not be distributed in any form that allows the SOFTWARE PRODUCT to be reused by any application other than Licensee's software application product. The SOFTWARE PRODUCT may not be included as part of a Software Development Kit ("SDK").
- **3.5.** Licensee MAY NOT distribute the SOFTWARE PRODUCT in any format to other users for development or compiling purposes. In particular, if Licensee creates a component/control using the SOFTWARE PRODUCT as a constituent component/control, Licensee MAY NOT distribute the component/control created with the SOFTWARE PRODUCT in any format to users for use at design stages and/or for development purposes.

4. ADDITIONAL RIGHTS AND LIMITATIONS

- **4.1. Restrictions:** Save to the extent permitted by applicable law, the Licensee may not alter, assign, create derivative works, decompile, disassemble, distribute, give, lease, loan, modify, rent, reverse engineer, sell, sub-lease, sub-license, transfer, or translate in any way, by any means or any medium, the SOFTWARE PRODUCT.
- **4.2.** Licensee will use its best efforts and take all reasonable steps to protect the SOFTWARE PRODUCT from unauthorized use, copying, or dissemination.
- **4.3.** The SOFTWARE PRODUCT is licensed as a single product and the software programs comprising the SOFTWARE PRODUCT may not be separated.
- **4.4.** The SOFTWARE PRODUCT may not be used to develop applications that expose features of the SOFTWARE PRODUCT through an API for use by an unlicensed third party.
- **4.5.** The SOFTWARE PRODUCT may not be used to develop applications that offer similar functionality to the SOFTWARE PRODUCT for any development platform, including but not limited to: .NET, Java, JavaScript, SQL Reporting Services, JasperReports, SharePoint, Microsoft Dynamics, Microsoft Azure, Amazon Web Services, Google App Engine, or any other PaaS (Platform as a Service) providers.
- **4.6.** The SOFTWARE PRODUCT may not be displayed on a public bulletin board, ftp site, website, chat room or by any other unauthorised means. However, where any SOFTWARE PRODUCT includes GemBox.PdfViewer, this restriction shall not apply to the use of GemBox.PdfViewer solely for the purpose of displaying PDF files on a public bulletin board, ftp site, web page, web application or website provided that use of GemBox.PdfViewer does not amount to offering, displaying of providing any way to download any SOFTWARE PRODUCTS or the GemBox.PdfViewer itself, from a public bulletin board, ftp location, website, chat room or by any other unauthorised means.
- 5. SUPPORT SERVICES: GemBox provides support for the SOFTWARE PRODUCT, ("Support Services") for twelve (12) months from the purchase date of the licence. GemBox aims to respond to all support queries within 1 business day of receipt. Any estimates provided by GemBox relating to Support Services are estimates only and are not binding or enforceable. GemBox shall use reasonable efforts to solve problems identified by the Licensee, however, GemBox does not warrant that it will solve any particular problem in a given timescale, or at all. GemBox reserves the right to cancel support at any time and for any reason.
- **5.1.** Any supplemental software code provided to the Licensee as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this Agreement.
- **5.2.** With respect to technical information Licensee provides to GemBox as part of the Support Services, GemBox may use such information for its business purposes, including for product support and development. GemBox will not utilize such technical information in a form that personally identifies Licensee.

- **6. UPGRADES, ENHANCEMENTS AND UPDATES:** From time to time, at its sole discretion, GemBox may provide enhancements, updates, or new versions of the SOFTWARE PRODUCT on its then standard terms and conditions. This Agreement shall apply to such enhancements, updates, or new versions. If a new version of, or any updates to, the SOFTWARE PRODUCT are released: (a) within twelve (12) months from the date of purchase of the SOFTWARE PRODUCT ("License Term"); or (b) and Licensee has renewed its license to use the SOFTWARE PRODUCT on, or after, expiry of the License Term for any additional twelve (12) month period, (a "Renewal Term"); Licensee is entitled to use any applicable new versions and/or updates, free of charge. The new version and/or updates as received shall be considered part of the purchased version of the SOFTWARE PRODUCT and the number of licensed developers as granted in Sections 2.1, 2.2, 2.3 and 2.4, will stay the same.
- 7. **CONFIDENTIAL INFORMATION:** During the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement each party shall hold the other party's Confidential Information in confidence and shall protect the Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information as they use to protect their own Confidential Information.
- **7.1.** In this Agreement ("Confidential Information") means all information disclosed by a party (the "Disclosing Party") to the other party ("Recipient") in connection with this Agreement in whatever form, whether marked as confidential or not, and includes but is not limited to all intellectual property rights, product development, inventions, concepts, manufacturing techniques, design or technology behind products, research and/or development, identity of information about potential or current customers, suppliers, employees, consultants, licensors, licensees, agents, contractors and support personnel, feasibility studies, pricing, sales and marketing information, samples, materials, devices, business plans, business strategies, fact sheets and executive summaries, as well as any and all other proprietary business information including tactical, scientific, statistical, financial, commercial, organizational or technical information of any kind relating to the Disclosing Party disclosed by the Disclosing Party to the Recipient during the term of this Agreement.
- **7.2.** Confidential Information does not include information that: (a) was in the public domain at the time of disclosure, other than by a breach of the Recipient of this Agreement; or (b) entered the public through no fault of the Recipient; or (c) was in the possession of the Recipient without any obligation of confidentiality before it was disclosed by the Disclosing Party; or (d) was obtained from a third party without any obligation of confidentiality; (e) was developed by employees or agents of the Recipient independent of, and without reference to, any Confidential Information of the Disclosing Party, as evidenced by written records of the Recipient.
- **7.3.** The Recipient may provide or make the Confidential Information available to, and only to, its employees, officers, directors, partners, legal advisers, accountants and other representatives requiring such information for the execution of their assigned duties in connection with the administration of this Agreement. The Recipient agrees to make such employees, officers, directors, partners, legal advisers, accountants, and other representatives aware that such Confidential Information is subject to this Agreement and that they are subject to the obligations set forth in this Agreement.
- **7.4.** The Recipient may disclose Confidential Information to the extent required by applicable law, court, or government agency, provided that the Recipient promptly notifies the Disclosing Party, where lawfully permitted to do, before disclosing any Confidential Information and the Recipient

agrees to assist the Disclosing Party, at the Disclosing Party's expense, in its efforts to limit or prevent such disclosure.

- **7.5.** You agree that GemBox may collect and use technical information, excluding your Confidential Information, that is collected by GemBox when providing Support Services to you. Such technical information shall only be used for the purposes of: (a) improving the SOFTWARE PRODUCT for all users; or (b) providing customized services or technologies to you. No information is collected by the SOFTWARE PRODUCT. Such technical information is provided by you to GemBox as part of the Support Services.
- **8. TERM AND TERMINATION:** This Agreement continues until terminated by either party. If the SOFTWARE PRODUCT is used in breach of any term of this Agreement GemBox may terminate the Agreement immediately. Upon termination of this Agreement, the Licensee's right to use the SOFTWARE PRODUCT ceases and the Licensee shall thereafter make no further use of the SOFTWARE PRODUCT, and shall promptly destroy all SOFTWARE PRODUCTS and copies.
- **9. REFUND:** The Licensee may cancel its purchase of any SOFTWARE PRODUCT and receive a full refund of fees paid, provided that GemBox receives notice of cancellation via email sent to info@gemboxsoftware.com within 30 days of the date of purchase: (a) stating the Licensee wishes to cancel its purchase; (b) confirming that the Licensee has ceased using the SOFTWARE PRODUCTS; and (c) confirming that the Licensee has uninstalled all SOFTWARE PRODUCTS.
- 10. BUSINESS CONTINUITY: If for any reason, including insolvency or dissolution, GemBox ceases to trade under the GemBox name or another name, GemBox will provide the Licensee with the option of purchasing a non-exclusive copy of the source code for the SOFTWARE PRODUCT for which the Licensee has already purchased a non-exclusive, revocable license for the LICENSE TERM. The fee for purchase of a non-exclusive copy of the source code will be no more than two (2) times the cost of a 1 Developer License at that time. Some proprietary portions of the source code may be provided in a compiled form only.
- 11. INTELLECTUAL PROPERTY RIGHTS: Subject to the Licensee exercising its rights under Section 10. above, all right, title and interest and all intellectual property rights in and to the SOFTWARE PRODUCT (including but not limited to images, photographs, animations, video, audio, music, and text incorporated into the SOFTWARE PRODUCT) and any copies of the SOFTWARE PRODUCT are owned by GemBox or its licensors. All right, title and interest and intellectual property rights in and to the content that may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants Licensee no rights to use such content. No rights are granted to the Licensee other than those specifically included in this Agreement. The Licensee must ensure that the copyright notice of GemBox or its suppliers is duplicated as it appears in or on the SOFTWARE PRODUCT on all authorised copies.

12. THIRD PARTY CODE

12.1. INTELLECTUAL PROPERTY WARRANTY: The SOFTWARE PRODUCT may include certain third party open source and free software components ("Third Party Code"), each of which is provided subject to its own copyright and license conditions. A list of included Third Party Code and the respective licenses can be found in the "ThirdPartyCodeLicenses" directory. GemBox warrants that it has not and will not include any Third Party Code that requires, as a condition of use, modification, or

distribution, that the code: (a) be disclosed or distributed in source code form; and/or; (b) be licensed for the purpose of making derivative works. For example, GemBox does not utilize any Third Party Code licensed under the GNU's General Public License ("GPL"); Lesser/Library GPL ("LGPL"), the Artistic License, the Mozilla Public License, or the Common Public License.

- **12.2. PREVAILS CLAUSE**: To the extent any Third Party Code grants the Licensee rights to use, copy, or modify the Third Party Code that are broader than the rights granted in Section 1., then such rights shall prevail over the rights and restrictions granted in this Agreement solely in relation to such Third Party Code.
- 12.3. INFRINGEMENT INDEMNITY: In the event that a third party brings a claim against the Licensee alleging that the SOFTWARE PRODUCT infringes the intellectual property rights (e.g., copyright, patent, trademark or trade secret) of such third party, GemBox will subject to the financial cap on liability set out in Section 14., defend, indemnify, and hold harmless Licensee against such claims on the condition that Licensee notifies GemBox promptly of the claim and gives GemBox sole control of the defence and negotiations for its settlement or compromise. GemBox will have no liability under this provision in the event that the SOFTWARE PRODUCT is altered by or at the direction of Licensee or a Licensee end user customer or if such claim arises as the result of the combination of, or concurrent use of, the SOFTWARE PRODUCT and any third party products or is used in breach of the terms of this Agreement.
- **12.3.1.** Additionally, in the event the SOFTWARE PRODUCT becomes or is likely to become the subject of a claim that it infringes any intellectual property rights, GemBox shall, at its sole option and expense, promptly implement one or more of the following actions: (a) obtain for GemBox the right to use the infringing portion(s) of the SOFTWARE PRODUCT; (b) modify or replace the infringing portion(s) of the affected SOFTWARE PRODUCT so as to render them non-infringing without substantially diminishing or impairing their functionality; or (c) promptly refund license fees received by GemBox for the SOFTWARE PRODUCT.
- 13. LIMITED WARRANTY: Licensee assumes all responsibility for the selection of the SOFTWARE PRODUCT as appropriate to achieve the results he/she intends. GemBox does not warrant that the SOFTWARE PRODUCT and documentation will be error-free. GemBox warrants that: (a) the SOFTWARE PRODUCT shall perform substantially as described in its documentation for a period of thirty (30) days from purchase; (b) any Support Services provided by GemBox shall be substantially as described in the accompanying GemBox materials; and (c) the GemBox Support Team will make commercially reasonable efforts to solve any problem covered by the warranty.
- **13.1.** EXCEPT FOR THE FOREGOING LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.
- **13.2.** GemBox's entire liability and Licensee's exclusive remedy for breach of Section 13. shall be, at the option of GemBox, either: (a) return of the purchase price; or (b) repair or replacement of the SOFTWARE PRODUCT where it is covered by the GemBox limited warranty. The limited warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication or breach of the terms of this Agreement. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or remainder of the thirty (30) day period from the date of original purchase of the SOFTWARE PRODUCT, whichever is longer.

- 14. LIMITATION OF LIABILITY: Except for death or personal injury arising from the negligence of GemBox or any other liability which cannot be excluded by applicable law, GemBox excludes and disclaims all liability for any loss or damage whatsoever or howsoever caused, arising directly or indirectly in connection with this Agreement, the SOFTWARE PRODUCT, the Support Services, their use or otherwise. In no event shall GemBox or its contractors, licensors, and their respective directors, officers, employees and agents be liable for any special, incidental, indirect, or consequential loss or damage whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information or any other pecuniary loss) arising out of use of or inability to use this SOFTWARE PRODUCT, or the failure to provide Support Services, even if GemBox or its licensors, employees, agents, representatives or affiliates have been advised of the possibility of such damages. Notwithstanding the foregoing, GemBox's entire liability under any provision of this Agreement, including any indemnity or contribution shall be limited to the amount paid by the Licensee for the SOFTWARE PRODUCT to which a claim relates.
- **15. GENERAL PROVISION:** Licensee has no right to sublicense any rights granted under this Agreement. If any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions of this Agreement shall not be affected or impaired.
- **16. TAXES AND DUTIES:** Licensee shall be responsible for the payment of all taxes or duties that may now or hereafter be imposed by any authority upon this Agreement for the supply, use, or maintenance of the SOFTWARE PRODUCT, and if any of the foregoing taxes or duties are paid at any time by GemBox, Licensee shall reimburse GemBox in full upon demand.
- 17. RELATIONSHIP BETWEEN THE PARTIES: Notwithstanding anything to the contrary in this Agreement, GemBox and its employees are independent contractors of Licensee and are not employees, agents, partners, or joint venturers of Licensee for local, state, or federal tax purposes or any other purpose whatsoever. GemBox is responsible for the payment of the wages or salary of GemBox employees providing Support Services under this Agreement.
- **18. USE OF SUBCONTRACTORS:** GemBox may use sub-contractors to provide Support Services under this Agreement and GemBox shall be liable for the acts and omissions of its subcontractors as if such acts or omissions were caused by GemBox. GemBox shall ensure that such subcontractors are subject to confidentiality terms at least as protective as the confidentiality terms of this Agreement.
- 19. MISCELLANEOUS: This Agreement shall be governed by, construed, and enforced in accordance with the laws of England and Wales. Each party consents to the exclusive jurisdiction of the courts of England and agrees that any legal proceedings arising out of this Agreement shall be conducted solely in the courts located in England. This is the entire agreement between the Licensee and GemBox and supersedes any prior agreement, whether written or oral, relating to this subject matter. This Agreement may not be changed or modified except by a written instrument duly executed by each of the parties hereto. The Licensee acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.