

End User's Software License Agreement

Version 1.5, 2020-08-20

The software that is subject to this End User's Software License Agreement ("EULA") is the PDFCreator software (the "Licensed Software", as more fully defined below) in the Editions "PDFCreator Professional", "PDFCreator Terminal Server", "PDFCreator Custom" and "PDFCreator Server". This EULA is a legally binding agreement between the end user (the "Licensee") and pdfforge GmbH (the "Licensor") pursuant to which the Licensor licenses the use of the Licensed Software to the end user (the "Licensee").

Please read it carefully. If you have any questions concerning this EULA, please contact the Licensor.

Any installing, copying, accessing, or using of the Licensed Software by you (the "Licensee") constitutes Licensee's acceptance of, and promise to comply with, all of the terms and conditions of this EULA.

LICENSE TERMS

Contents

The "Licensed Software" includes all of the contents of the files, disk(s), CD-ROM(s), DVDs, or other media for which this EULA is provided, including:

1. third party computer information or software that the Licensor has licensed for inclusion in the Licensed Software;
2. other applications from the Licensor included in the setup, i.e. HotFolder, Images2PDF and pdfcmon, except explicitly stated otherwise (PDF Architect is released under a separate EULA);
3. written materials or files relating to the Licensed Software ("Documentation");
4. fonts; and
5. upgrades, modified versions, updates, additions, and copies of the Licensed Software, if any (collectively, "Updates").

Installation

Licensee and its Affiliates may install the Licensed Software on as many computers as licenses were purchased for. This present EULA shall apply to all installations of the Licensed Software. Installation of the Licensed Software on more computers than covered by the purchase is prohibited. Licensee shall be solely responsible for all expenses incurred in Licensee's installation and use of the Licensed Software.

Affiliate means any entity under the control of the Licensee where "control" means ownership of or the right to control greater than 50% of the voting rights of such entity, or which is controlled by or under common control with the Licensee, one of its owners or its Affiliates, even though there is equal or less than fifty percent (50%) ownership of the outstanding voting rights of the entity or which directly or indirectly through one or more intermediaries is controlled by or under common control with the Licensee, one of its owners or its Affiliates, even though there is equal or less than fifty percent (50%) ownership of the outstanding voting rights of the entity. This also applies to any entity which fulfills these conditions during the contract term.

PDFCreator Professional

One license of PDFCreator Professional may be installed on a single computer (either physical or virtualized) and used by all users with local access to this computer. Remote Desktop Services or similar services are not supported.

Licensee is entitled to use all available versions during the license period. After the license is expired, PDFCreator Professional cannot be used anymore.

PDFCreator Terminal Server

One license of PDFCreator Terminal Server may be installed on a single computer (either physical or virtualized) and used by all users with access to this computer, either locally or via Remote Desktop Services. Licensee is entitled to use all available versions during the license period. After the license is expired, PDFCreator Terminal Server cannot be used anymore.

PDFCreator Custom

The number of machines and users covered by PDFCreator Custom is defined in a separate PDFCreator Custom License Agreement.

PDFCreator Server

One license of PDFCreator Server may be installed on a single computer (either physical or virtualized) and used by all users with access to this computer, either locally or via network access. Licensee is entitled to use all available versions during the license period. After the license is expired, PDFCreator Server cannot be used anymore.

Resellers

If the license is purchased by an approved reseller on behalf of another company or entity (Final Licensee), the Licensee will be allowed to transfer the purchased licenses to the respective Final Licensee. The Reseller will ensure that the Final Licensee accepts this EULA before transferring the license.

Activation

The Licensed Software contains technological measures that are designed to prevent its unlicensed or illegal use. The Licensed Software may contain enforcement technology that limits Licensee's ability to install and uninstall the Licensed Software on a machine to no more than a finite number of times, and for a finite number of computers. The Licensee can request more activations, if he can provide good reasons why this number of installations was required.

The Licensed Software may require activation as explained during installation and in the Documentation. If any such applicable activation procedure(s) is not followed, then the Licensed Software may only operate for a finite period of time. If activation is required, and not completed within the finite period of time set forth in the Documentation and explained during installation, then the Licensed Software will cease to function until activation has been completed, at which time functionality will be restored. If Licensee has any problem with the activation process, Licensee should contact the Licensed Software customer support.

Support

The Licensee is entitled to receive prioritized support from the Licensors support department. Support requests are

- bugs in the Licensed Software
- questions on how to achieve certain functionality
- problems with the license or the activation
- questions regarding billing and invoicing.

Licensors will take reasonable effort to resolve the questions. It is acknowledged by both parties though, that some problems cannot be resolved with a reasonable amount of effort.

Under the terms of this agreement, Licensors support will not include training or solving problems caused by the environment Licensee is using the software in. This can be done upon request and may require additional charges.

Licensee can contact the support:

1. If the Licensee is an end-user, he is entitled to contact the support directly and personally.
2. For volume licenses, the Licensee may define up to three persons entitled to communicate with the support. The Licensee will handle end-user support within the organization himself and will only forward requests that could not be solved via the defined persons. If more persons are required to communicate with the support, Licensee

can contact the Licensor with the request.

Licensee is entitled to receive support and updates during the whole licensed period. Licensee is not entitled to support, if the payment was refunded or disputed

Transfer

Licensee may not sell, assign, or transfer the Licensed Software or the License granted by this EULA without prior written consent of the Licensor.

Prohibited Uses

1. Licensee may not modify, adapt, translate, sublicense, rent, lease, or loan all or any portion of the Licensed Software or Documentation
2. Licensee may not create any derivative works from all or any portion of the Licensed Software or Documentation;
3. Licensee may not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Licensed Software;
4. Licensee may not remove or obscure copyright or trademark notices, or the copyright and trademark notices of third parties that have been included in the Licensed Software or Documentation;
5. Licensee may not use the Licensed Software to host applications for third parties, as part of a facility management, timesharing, service provider, or service bureau arrangement; and
6. Licensee may not use the Licensed Software in any manner that is illegal or not authorized by this EULA.

Content

The Licensed Software enables the Licensee to enter content that will be stored on the computer on which the Licensed Software is installed (such content shall be referred to herein as the "Content"). Licensee is solely responsible for Licensee's use, storage and disclosure of the Content. Licensee may only use the Content responsibly, in a manner consistent with the exercise of good judgment. As PDF software, the Licensed Software will permit the Licensee to enter Content that constitutes non-public personal information of individuals other than the Licensee; the Licensee shall not use, store or disclose any such information without the express consent of the individuals to whom it relates. If Licensee is having difficulty deciding whether Licensee's intended use is appropriate, or whether Licensee needs written permission, or whether other legal issues should be considered, the Licensor strongly encourages Licensee to seek competent legal counsel. The Licensor will not assist Licensee in making this determination, nor can the Licensor provide Licensee with legal advice as to intellectual property rights or privacy laws.

Licensee may only use Content which belongs to Licensee and will not violate the rights of others therein. The Licensor will not edit or monitor Content; Licensee therefore assumes exclusive responsibility for the monitoring thereof. Licensee may not use the Licensed Software in conjunction with content that is illegal, obscene, indecent, defamatory, incites racial or ethnic hatred or violates the rights of others, or is in any other way objectionable.

If Licensee or Licensee's attorney determines that Licensee is required by law to obtain written permission to use portions of the Content, Licensee must request permission for reproduction, redistribution, or modification of the Content from the appropriate owner of the subject materials (as may be cited in the Licensed Software). If, on the other hand, Licensee or Licensee's attorney determines it is permissible to proceed and include Content from the Licensed Software, the Licensor asks Licensee to correctly designate the Licensor trademark(s) when referring to the Licensed software in the notice or copyright portion of Licensee's paper, project, or product. Licensee shall indemnify, hold harmless, and defend the Licensor and the Licensor suppliers from all claims, damages, attorneys' fees, costs, and lawsuits that arise from, or result from, Licensee's use or distribution of Content and its use of the Licensed Software.

No Warranty on Licensed Software

The Licensed Software is provided to Licensee "AS IS." The Licensors, and the Licensors suppliers or affiliates, make no warranty as to its use or performance. The Licensors, AND the Licensors AFFILIATES, MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE, OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT FOR, AND TO THE EXTENT, THAT A WARRANTY MAY NOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION.

Limitation of Liability

IN NO EVENT WILL the Licensors, OR the Licensors AFFILIATES, BE LIABLE TO LICENSEE FOR ANY DAMAGES, CLAIMS, OR COSTS WHATSOEVER, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A REPRESENTATIVE OF the Licensors OR ONE OF the Licensors AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS, OR COSTS, OR FOR ANY CLAIM BY ANY THIRD PARTY. THESE LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. THE AGGREGATE LIABILITY OF The Licensors, AND the Licensors AFFILIATES, UNDER OR IN CONNECTION WITH THIS EULA, SHALL BE LIMITED TO THE AMOUNT PAID FOR THE LICENSED SOFTWARE, IF ANY.

Additional Terms for Beta Software

If the Licensed Software that Licensee receives with this EULA is pre-commercial release or "BETA" software ("Pre-release Software"), then, to the extent that any provision in this section is in conflict with any other term or condition in this EULA, this section supersedes such conflicting term(s) and condition(s) as to the Pre-release Software, but only to the extent necessary to resolve the conflict.

Licensee acknowledges that the Pre-release Software does not represent the final product from the Licensors, and may contain bugs, errors, and other problems that could cause system or other failures and data loss. Consequently, the Licensors disclaims any warranty or liability obligations to Licensee of any kind whatsoever.

IN APPLICABLE JURISDICTIONS WHERE LIABILITY CANNOT BE SO EXCLUDED FOR PRE-RELEASE SOFTWARE, BUT MAY BE LIMITED, the Licensors LIABILITY, AND THAT OF ITS SUPPLIERS, SHALL BE LIMITED TO THE LESSER OF THE AMOUNT PAID BY LICENSEE AND FIFTY UNITED STATES DOLLARS (U.S. \$50.00). THE FOREGOING LIMITATION OF LIABILITY APPLIES TO ANY VERSION OF THE LICENSED SOFTWARE, PRE-RELEASE OR POST-RELEASE.

Licensee acknowledges that the Licensors has not promised or guaranteed to Licensee that the Pre-release Software will be announced or made available to anyone in the future, and that the Licensors has no express or implied obligation to Licensee to announce or introduce the Pre-release Software. The Licensors may decide not to introduce a product similar to, or compatible with, the Pre-release Software. Accordingly, Licensee acknowledges that any research or development that Licensee performs regarding the Pre-release Software, or any product associated with the Pre-release Software, is done entirely at Licensee's own risk.

During the term of this EULA, if requested by the Licensors, Licensee will provide feedback to the Licensors regarding testing and use of the Pre-release Software, including error or bug reports. If Licensee has been provided the Pre-release Software pursuant to a separate written agreement, then Licensee's use of the Pre-release Software is also governed by that agreement. Notwithstanding anything in this EULA to the contrary, if Licensee is located outside the United States, Licensee will return or destroy all unreleased versions of the Pre-release Software within 30 days of the completion of Licensee's testing of the Pre-release Software if that date is earlier than the date scheduled for the Licensors first commercial shipment of the publicly released (commercial) Software.

Survival of Disclaimers

The exclusions of warranties, indemnification obligations and liability limitations shall survive the termination of this EULA, however caused; but this survival shall not imply or create any continued right to use the Licensed Software after termination of this EULA.

Export Rules

Licensee shall not ship, transfer, or export Licensed Software into any country or use Licensed Software in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations applicable to the Licensee (collectively the "Export Laws"). If the Licensed Software is identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee, and Licensee's employees who will use the Licensed Software are not a citizen, or otherwise located within, a nation embargoed by the United States (including without limitation: Iran, Syria, Sudan, Cuba, and North Korea), and that Licensee, and Licensee's employees who will use the Licensed Software, are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Licensed Software are granted on condition that Licensee complies with the Export Laws, and all such rights are forfeited if Licensee fails to comply with the Export Laws.

Governing Law

This EULA is subject to, and will be governed by and construed in accordance with the substantive laws in force of the country of Germany whose courts shall have exclusive jurisdiction over disputes arising hereunder.

Licensor Address

pdfforge GmbH is a company having its principal place of business at Meißberg 4, 20095, 22767 Hamburg, Germany.

Intellectual Property Ownership

The Licensed Software and any authorized copies that Licensee makes are the intellectual property of, and are owned by, the Licensor, and by third parties whose intellectual property has been licensed by the Licensor. The structure, organization, and code of the Licensed Software are the valuable trade secrets and confidential information of the Licensor and such third parties. The Licensed Software is protected by law, including without limitation, the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly provided in this EULA, Licensee is not granted any intellectual property rights in the Licensed Software. Licensee may not make or publish any public statement concerning the Licensed Software or the Licensor without the prior express written consent of the Licensor.

Reservation of Rights

The Licensor reserves all rights not expressly granted to Licensee by this EULA. The rights granted to Licensee are limited to the Licensor intellectual property rights, and to the intellectual property rights of third parties licensed by the Licensor, and do not include any intellectual property rights.

Complete Agreement

This EULA constitutes the entire agreement between the Licensee and the Licensor relating to the Licensed Software, and it supersedes all prior or contemporaneous representations, discussions, undertakings, communications, agreements, arrangements, advertisements, and understandings regulating to the Licensed Software.

Modification

This EULA may only be modified or amended by a writing signed by an authorized officer of the Licensor.

Severability

If any provision of this EULA is determined by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this EULA will remain in full force and effect.

Waiver

No failure or delay by the Licensor in exercising its rights or remedies shall operate as a waiver unless made by specific written notice. No single or partial exercise of any right or remedy of the Licensor shall operate as a waiver or preclude any other, or further, exercise of that, or any other right, or remedy.

Proof of Compliance

Within 30 calendar days after request from the Licensor, or the Licensor authorized representative, Licensee will provide full documentation, and certify under penalty of perjury, that Licensee's use of any and all Licensed Software is in conformity with this EULA.

Termination

If Licensee breaches this EULA, and fails to cure any breach within 30 calendar days after request from the Licensor, or the Licensor authorized representative, the Licensor may terminate this EULA, whereupon all rights granted to Licensee shall immediately cease. Furthermore, upon termination, Licensee shall return to the Licensor all copies of the Licensed Software, or verify in writing that all copies of the Licensed Software have been destroyed.



US GOVERNMENT CUSTOMER RIDER

This Government Customer Rider ("Rider") is entered into by and between Vertosoft LLC ("Vertosoft") and Avanquest ("Supplier"). This Rider is incorporated into the Supplier's commercial terms and conditions ("Supplier Terms") and applies specifically to transactions with Government Customers and Vendors.

The purpose of this Rider is to define terms and conditions specific to Government-related transactions and to ensure Supplier compliance with applicable federal, state, and local procurement laws. This Rider is not intended to modify the underlying distribution agreement between the above-mentioned parties.

1. Applicability and Precedence

In the event of a conflict between the Supplier's Commercial Terms and Conditions and applicable federal, state, or local procurement laws or regulations, the applicable laws or regulations shall prevail. Additionally, the terms of this Rider shall prevail over any conflicting provisions in the Supplier's Commercial Terms and Conditions to the extent necessary to ensure compliance with applicable laws and to reflect the requirements of Government Customers and Vendors.

2. Prohibition on Prepayment

Supplier acknowledges that Government Customers are prohibited from prepaying for goods or services pursuant to 31 U.S.C. § 3324. Accordingly, Supplier shall accept payment in arrears where required by law and shall invoice accordingly.

3. Auto-Renewal Limitation

Supplier agrees that no subscription, license, or service shall auto-renew with a Government Customer unless explicitly authorized in writing by the Government Customer.

4. Governing Law and Dispute Resolution

This Rider shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions. However, any dispute arising out of a transaction with a Government Customer shall be interpreted in accordance with applicable federal or state procurement laws and regulations.

5. Indemnification

Government Customers shall not be required to indemnify Supplier. Supplier shall indemnify Vertosoft against any third-party claims arising from: (i) Supplier's breach of law, including violations of FAR/DFARS provisions, export/import control laws, or unauthorized disclosures of sensitive government data; and (ii) any misrepresentation of Supplier's regulatory compliance status.

For the avoidance of doubt and notwithstanding Section 5.6 of the Agreement, the Parties acknowledge and agree that Vertosoft's indemnification obligations under Section 5.6 extend to claims arising from: (i) Vertosoft's breach of law, including violations of applicable FAR/DFARS provisions, export/import control laws, or unauthorized disclosures of sensitive government data, and (ii) any misrepresentation of Vertosoft's regulatory compliance status.

6. Software License Rights



Products shall be treated as 'commercial computer software' under FAR 12.212 and DFARS 227.7202. Government Customer use shall be governed solely by the rights customarily provided to the public.

7. Termination for Convenience or Non-Appropriation

If a Government Customer terminates an Order for convenience or due to non-appropriation of funds, Vertosoft may cancel its corresponding order with Supplier without breach or penalty. Supplier shall provide reasonable assistance to support an orderly and timely cessation of affected services. This includes, but is not limited to, discontinuing billing for any unused services and ensuring Government Customer access through the remainder of the subscription term for which payment has already been made.

8. FOIA and Open Records Compliance

Supplier shall cooperate in the processing of any Freedom of Information Act (FOIA) or similar requests and acknowledge that confidentiality obligations shall not prevent Vertosoft from fulfilling such legal disclosures.

9. RESERVED

10. Professional Services

Professional Services provided to Government Customers shall be delivered under a mutually agreed Statement of Work (SOW) where applicable. Travel must comply with Federal or Joint Travel Regulations.

11. FAR/DFARS Flow-Down Terms

Supplier agrees to accept mandatory FAR and DFARS flow-downs for subcontracts, including but not limited to termination rights, sourcing restrictions, and reporting obligations.

12. Data Security and Hosting

Supplier shall not use, share, or store Government Customer data outside of the scope expressly authorized in writing. Hosting environments must comply with applicable federal or state data protection laws.

13. Insurance Requirements

Supplier shall maintain sufficient insurance coverage to meet applicable government subcontractor standards, including but not limited to general liability, cyber risk, and professional liability coverage.

14. Representations and Certifications

Supplier agrees to complete and maintain all applicable federal compliance representations and certifications required for resale to Government Customers. These include, but are not limited to, certifications related to compliance with the Buy American Act, the Trade Agreements Act, and representations pursuant to FAR 52.225-2, FAR 52.225-4, and GSAR 552.204-70 (Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment).

15. No Privity of Contract

Supplier agrees that no contractual relationship shall exist between Supplier and any Government Customer. All payments from Government Customers shall be made directly to Vertosoft, and Supplier shall not invoice or collect payment directly from Government Customers unless otherwise explicitly agreed upon in writing by the Government Customer, Supplier, and Vertosoft. Vertosoft shall remain responsible for remitting payment to Supplier in accordance with the distribution agreement between the parties.



IN WITNESS WHEREOF, the parties have caused this Rider to be executed by their authorized representatives.

Supplier
Signed by:

A handwritten signature in blue ink, reading 'Thierry Jaffry', enclosed in a blue rounded rectangular box.

FFBC9027CE134DC...
Signature (Supplier)

Print Name: Thierry Jaffry

Title: Executive Vice-President, Growth & Revenue

Date: 6/11/2026

Vertosoft LLC

Signed by:

Signed by:
By: A handwritten signature in blue ink, reading 'Jay Colavita', enclosed in a blue rounded rectangular box.
B85871DC292A47C...

Print Name: Jay Colavita

Title: President

Date: 6/11/2026

