

FOXIT SOFTWARE INC. LICENSE AGREEMENT FOR SOFTWARE APPLICATIONS

August 22, 2024

IMPORTANT-READ CAREFULLY: This License Agreement ("License" or "Agreement") is a legal agreement between You (either an individual or an entity, who will be referred to in this License as "You" or "Your") and Foxit Software Inc. ("Foxit") for the use of software applications, and which may include associated media, printed materials, and other components and software modules including but not limited to drivers ("Product"). The Product also includes any software updates and upgrades that Foxit may provide to You or make available to You, or that You obtain after the date You obtain Your initial copy of the Product, to the extent that such items are not accompanied by a separate license agreement or terms of use. **BY INSTALLING, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USING THE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS FOXIT LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU HAVE NO RIGHTS TO THE PRODUCT AND SHOULD NOT INSTALL, COPY, DOWNLOAD, ACCESS OR USE THE PRODUCT.**

The Product is protected by law, including but not limited to the copyright laws of the United States and other countries/regions, and by international treaty provisions. This License confers no title or ownership in the Product and should not be construed as a sale of any rights in the Product. The Product is licensed and not sold. Except as expressly stated herein, this Agreement does not grant You any intellectual property rights in the Product. All rights not expressly granted are reserved by Foxit and its licensors.

1. GRANT OF LICENSE. Foxit grants You a non-exclusive, nontransferable, non-sublicensable license to install and use the Product subject to all the terms and conditions set forth here within.

1.1. Single-Use Perpetual License. You may permit a single authorized end user to install the Product on a single computer or a virtual machine for use by that end user only. A virtual machine with a single-user license Product shall not be copied or shared, and unless it has obtained written consent from Foxit. Remote access to the paid products (such as Foxit PDF Editor <<https://www.foxit.com/pdf-editor/>>, Microsoft Active Directory® Rights Management Services ("RMS"), DocuSign feature in Foxit PDF Reader <<https://www.foxit.com/pdf-reader/>> and Foxit Redactor for Office) are not permitted without the express written consent of Foxit. Single-Use Perpetual License cannot be used in any multi-user environment, such as terminal server. Instead, user needs to acquire multi-user license or site license from Foxit.

1.2. Single-Use Term License. Same usage terms as the Single-Use Perpetual License. The period of use is limited to a fixed duration, out of which the Product must be uninstalled from the computer unless the license is renewed for an additional period of time.

1.3. Subscription License. The Product is licensed on a monthly or yearly subscription basis, You may only apply the subscription license on the Permitted Number of Compatible Computer(s) as long as you maintain a currently paid-up subscription of the Product.

1.4. Shared Device License. Shared Device License only applies to educational or research institutions under the Subscription License. The Product under Shared Device License is assigned to devices instead of any individual. You may install the copy of the Product on the shared computer in the classrooms and labs. The Product shall be used for educational and research purposes only.

2. ADDITIONAL LIMITATIONS.

2.1. You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation. Specifically, You may not:

- a) create, use, share and/or publish by any means in relation to the Product any material (text, words, images, sounds, videos, etc.) which would constitute a breach of a duty of confidentiality, infringe any intellectual property right or an individual's right to privacy or which would incite the committing of an unlawful act (in particular, piracy, cracking or circulation of counterfeit software);
- b) modify, distort, block, abnormally burden, disrupt, slow down and/or hinder the normal functioning of all or part of the Product, or their accessibility to other users, or the functioning of the partner networks of the Product, or attempt to do any of the above;
- c) transmit any virus, trojan horse, worm, bomb, corrupted file and/or similar destructive device or corrupted data in relation to the Product, and/or organize, participate in or be involved in any way in an attack on Foxit's servers and/or the Product and/or those of its service providers and partners;
- d) harass or threaten any other users in the Product, or try to access other user's system without prior consent;
- e) make inappropriate use of the help service or the claim buttons or send untruthful reports to members of Foxit's personnel;
- f) fraudulently claim to be an employee or representative of Foxit or its partners and/or agents;
- g) fraudulently claim an endorsement annexed with the Product or with Foxit.
- h) publish, copy, rent, lease, or lend the Product.

2.2. The Product is licensed as a single integral product; its component parts may not be separated for use on more than one computer. The Product may include copy protection technology to prevent the unauthorized copying of the Product or may require original media for use of the Product on the computer. It is illegal to make unauthorized copies of the Product or to circumvent any copy protection technology included in the Product. The Product may not be resold either by You or a third party customer without the prior written permission of Foxit. All rights not expressly granted to You are retained by Foxit.

2.3. While using the Product, You agree to comply with all applicable laws, rules and regulations. You also agree to comply with certain rules (as listed below) of conduct that govern Your use of the Product, which are not meant to be exhaustive and can be modified at any time by Foxit. In all cases, You may only use the Product according to anticipated use of the Product.

2.4. EDUCATIONAL USE. If the license to the Product You have received with this Agreement is limited to educational use (received by virtue of Your participation in a Foxit program designed for educational or research institutions, or is provided by Foxit to You under some other arrangement), You are not entitled to use the Product unless You are an employee or student of an educational or research institution. Under such circumstances, the Product may be used for educational and research purposes only, where commercial or general production use is specifically prohibited.

2.5. A Single Use Perpetual License allows activation on up to Permitted Number of computers; Shared Device License (subscription only) can be used on multi-user shared device in the classrooms and labs.

3. PAYMENT TERMS.

3.1. You accept the Foxit Software Refund Policy <<https://www.foxit.com/support/refund-policy.html>>, unless explicitly set forth in this Agreement, all fees and other amounts due under this Agreement are non-cancelable and non-refundable. Unless otherwise agreed to by the parties, You shall pay all fees or amounts within 30 days of the date of the invoice. A late fee shall be charged as follows or the highest rate permitted under applicable law: a) Any payment has been paid after the due date but within 30 days of the due date will incur a 5% penalty. b) Any payment which has been paid after the due date but after 30 days and no more than 60 days of the due date will incur a 10% penalty. c) Any payment which has been paid after the due date but after 60 days of the due date will incur a 15% penalty plus an interest rate of 10% APR which is calculated on proportion starting from the due date till the payment is fully paid.

3.2. Subscription License payment terms. You agree Your subscription begins as soon as Your initial payment is processed. Your subscription will automatically renew as follows:

3.2.1. Monthly Subscription with Monthly Payment. Your subscription will automatically renew on your monthly renewal date without notice until you cancel. You authorize Foxit to store Your payment method(s) and to automatically charge Your payment every month plus applicable Taxes (as defined below) until You cancel.

3.2.2. Yearly Subscription with Monthly Payment (requires 12 months commitment). You will be charged the then-current rate for your subscription, plus applicable Taxes, every month of Your annual subscription until You cancel. You authorize Foxit to store Your payment method(s) and to automatically charge Your payment every month plus applicable Taxes until You cancel.

3.2.3. Yearly Subscription with Yearly Payment. You will be charged, in one lump sum, the annual rate stated at the time of purchase, plus applicable Taxes. You authorize Foxit to store Your payment method(s) and to automatically charge Your payment every year plus applicable Taxes until You cancel.

4. TAXES. The fees and all other amounts due as set forth in this Agreement are net amounts to be received by Foxit, exclusive of all taxes, duties, and assessments, including without limitation all sales, withholding, VAT, excise, ad valorem, and use taxes (collectively, the "Taxes"), and are not subject to offset or reduction because of any Taxes incurred by You or otherwise due as a result of this Agreement. You shall be responsible for and shall pay directly, any and all Taxes relating to the performance of this Agreement, provided that this paragraph shall not apply to taxes based solely on Foxit's income.

5. CONSENT TO USE OF DATA.

5.1. The Product (main application and plug-ins) may contact a Foxit server periodically to check for software updates and vulnerability fixes.

5.2. The Product may collect usage information (including but not limited to: file name, author, created time, document size, document pages) to support the integrity of features and enhance the quality of the Product. We may also collect Your IP address, device information, operation behavior, and

sometimes personally identifiable information when it is reasonably needed for providing necessary services to You, or when You consent to providing such information and only to the extent as allowed by the applicable laws. For example, Foxit will collect Your MAC Address to implement the activation function and other related functions.

5.3. You agree that Foxit and its affiliates may collect and use information You provide as a part of any such support services related to the Product. You acknowledge that such use of Your data includes processing and fulfilling Your orders for the Product, improving the Product, and providing information to You about the Product to which You have subscribed or purchased. You acknowledge that Foxit or its affiliates may share Your data with their partners, or suppliers under the applicable laws. You also acknowledge that Foxit or its affiliates may share data that is anonymized and aggregated with third parties. Foxit agrees not to use this information in a form that personally identifies You. Foxit maintains user login information under which Foxit may collect your Foxit product login email only. Collection of this information occurs in accordance with the Foxit Privacy Policy.

6. INTELLECTUAL PROPERTY RIGHTS. Subject to the license grant hereunder, all right, title and interest in and to the Product, the accompanying printed materials, and any copies of the Product are owned by Foxit and its licensors. The structure, organization and source code of the Product are trade secrets and confidential information of Foxit.

7. EXPORT CONTROL COMPLIANCE. You agree to comply with all applicable foreign, federal, state and local laws and regulations governing Your use of the Product. Without limiting the foregoing, You will comply with all applicable U.S. and non-U.S. economic sanctions and export control laws and regulations, including but not limited to the economic sanctions regulations implemented under statutory authority and/or Executive Orders and administered by the U.S. and other countries. For example, You shall not violate the U.S. Commerce Department's Export Administration Regulations (15 C.F.R. Part 730 et seq.), the Product may not be exported or re-exported to certain countries 'or to persons or entities prohibited from receiving U.S. exports (including those a) on the Bureau of Industry and Security Denied Parties List or Entity List, b) on the Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, and c) involved with missile technology or nuclear, chemical or biological weapons). Otherwise, any license to You shall be automatically terminated immediately whenever You behave in violation of any representation or warranty mentioned above.

8. WARRANTY.

8.1. LIMITED WARRANTY ON MEDIA. FOXIT warrants that any media on which the Licensed Software is distributed shall be free from material defects for a period of thirty (30) calendar days from the date of receipt of the License. If Licensee discovers a defect in the media during this thirty (30) day period, Licensee may return the defective media to FOXIT within fifteen (15) calendar days of discovering the defect, and Licensee's sole remedy shall be to have the defective media replaced.

8.2. NO WARRANTY ON LICENSED SOFTWARE. THE LICENSED SOFTWARE IS PROVIDED TO LICENSEE "AS IS". FOXIT, AND FOXIT'S LICENSORS AND SUPPLIERS, MAKE NO WARRANTY AS TO ITS USE OR PERFORMANCE. FOXIT, AND FOXIT'S LICENSORS AND SUPPLIERS, MAKE NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR TERMS (EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF DEALING, TRADE PRACTICE OR OTHERWISE) AS TO THE LICENSED SOFTWARE, INCLUDING WITHOUT LIMITATION TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS,

MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT FOR, AND ONLY TO THE EXTENT THAT, ANY SUCH REPRESENTATION, WARRANTY CONDITION OR TERM MAY NOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION.

8.3. **Warranty Disclaimer.** Other than the warranty set forth in Section 8.1 above, and to the maximum extent permitted by applicable law, Foxit, its authorized resellers and their subsidiaries provides the Product and any support services related to the Product ("Support Services") AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, either express, implied or statutory, including, but not limited to, any implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Product, and the provision of or failure to provide support services.

9. **LIMITATIONS OF LIABILITY AND REMEDIES.**

9.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FOXIT, ITS AUTHORIZED RESELLERS OR THEIR SUBSIDIARIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS LICENSE, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF FOXIT, EVEN IF FOXIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. Notwithstanding any damages that You might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Foxit, its resellers and their subsidiaries under any provision of this License and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You for the Product. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

9.3. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. THIS LIMITATION OF LIABILITY MAY NOT BE VALID IN SOME JURISDICTIONS. YOU MAY HAVE RIGHTS THAT CAN NOT BE WAIVED UNDER CONSUMER PROTECTION AND OTHER LAWS. FOXIT DOES NOT SEEK TO LIMIT ITS WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

10. **COMPLIANCE AND INSPECTION.** If You are a business, company or organization, You agree that upon prior request from Foxit or its authorized representative You will within thirty (30) days fully document and certify that use of any and all Foxit Products at the time of the request is in conformity with Your valid licenses from Foxit. Foxit is also granted a right to inspect Your records, systems and worksite to make sure the installation and use of any Foxit Products does not violate any license from Foxit. If the inspection process reveals any incompliance of the license, You are obliged to purchase

additional licenses, support, maintenance or other products and services from Foxit and bear the reasonable fee for such inspection.

11. INDEMNITY.

11.1. You are solely responsible for any damage only in case of gross misconduct or intent caused to Foxit, its licensors, channel partners and associated service providers and subcontractors, other users of the product or any other individual or legal entity as a result of Your violation of this Agreement.

11.2. YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND KEEP INDEMNIFIED FOXIT AND ITS AFFILIATES, THEIR LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS AND THEIR SUBCONTRACTORS AGAINST ANY CLAIM OR ALLEGED CLAIMS, LIABILITIES, LOSSES DAMAGES AND ALL COSTS (INCLUDING LAWYERS' FEES), DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO YOUR FAULT AND/OR RESULTING FROM (A) A VIOLATION OF ANY PROVISION OF THIS AGREEMENT OR (B) YOUR USE OR MISUSE OF THE PRODUCT. Foxit reserves the right to take sole responsibility, at its own expense, for conducting the defense of any claim for which You agreed to indemnify Foxit. The provisions of this Section 11 shall remain in force after termination of this Agreement.

11.3. FOXIT HEREBY AGREES TO DEFEND, INDEMNITY, AND HOLD YOU HARMLESS FROM ANY CLAIM OR ALLEGED CLAIMS, LIABILITIES, LOSSES DAMAGES AND ALL COSTS (INCLUDING LAWYERS' FEES) RESULTING FROM ANY THIRD PARTY ACTION BROUGHT AGAINST YOU BASED ON THAT THE PRODUCT INFRINGES A PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY. IN THE EVENT, FOXIT SHALL, IN ADDITION TO SUCH INDEMNIFICATION, (A) OBTAIN THE RIGHT FOR YOU TO CONTINUE THE USE OF THE PRODUCT, OR (B) REPLACE OR MODIFY THE AFFECTED PORTION OF THE PRODUCT TO RENDER IT NON-INFRINGEMENT WHILE RETAINING LIKE CAPABILITY. FOXIT'S INDEMNIFICATION OBLIGATIONS FOR INFRINGEMENT SHALL NOT APPLY TO THE EXTENT A CLAIM IS CAUSED BY (A) YOUR MODIFICATIONS OF THE PRODUCT, WHERE THE CLAIM WOULD NOT HAVE ARisen BUT FOR THE MODIFICATIONS; OR (B) USE OR COMBINATION OF THE PRODUCT WITH OTHER PRODUCTS, WHERE SUCH COMBINATION WAS NOT REASONABLY FORESEEABLE, AND THE CLAIM WOULD NOT HAVE ARisen BUT FOR THE COMBINATION.

12. TERMINATION.

12.1. The Agreement is effective from the earlier of the date You purchase, download or use the Product, until terminated according to its terms. You and Foxit (or its licensors) may terminate this Agreement, at any time, for any reason. Termination by Foxit will be effective upon (a) notice to You or (b) termination of Your Foxit Account (if any) or (c) at the time of Foxit's decision to discontinue offering and/or supporting the Product. This Agreement will terminate automatically if You fail to comply with any of the terms and conditions of this Agreement. Upon termination for any reason, You must immediately uninstall the Product and destroy all copies of the Product in Your possession.

12.2. Upon termination of this Agreement, all licenses granted hereunder to You will terminate and You shall promptly cease using and removing all the Product from Your devices. You will not be entitled to receive any refund of any payments made to Foxit prior to termination unless Foxit terminates this Agreement without any cause. Under such circumstance, Your payment will be refunded pro rata. The provisions of Section 15, and any other right or obligation of the parties in this Agreement that by its

nature shall survive termination or expiration of this Agreement, will survive termination and expiration hereof.

13. SUPPORT, MAINTENANCE, AND UPGRADE PROTECTION.

13.1. MAINTENANCE. Foxit agrees to provide Maintenance (as defined herein) to You pursuant to the terms and conditions set forth herein provided that You pay the Maintenance Fee or Subscription Fee for each Product for which Maintenance is desired and as further described in Section 13.4 below. Maintenance will be provided for a period of one year or as long as a subscription is active and paid-up, unless otherwise agreed to by the parties in writing, from the date of purchase of the Product (the "Initial Support and Maintenance Term"), and with renewals, annually from the expiration date of the prior Support and Maintenance Term. Failure to renew annual maintenance may result in You having to purchase a new license in order to receive future major versions of Product and associated ongoing support and maintenance.

13.1.1. MAINTENANCE SERVICE. In exchange for the Maintenance Fee, Foxit agrees to provide to You during the term of this Agreement support and maintenance (collectively "Maintenance") as follows:

13.1.1.1. SUPPORT. Foxit will provide email and telephone support to You for current versions of the Product. Foxit will investigate all of Your questions and problems promptly. You agree to provide adequate information to Foxit to assist in the investigation and to confirm that any problems have been resolved. Foxit does not provide guaranteed response time but will make good faith effort to answer emails and voice mails within twenty-four (24) hours or less during weekdays, excluding public holidays.

13.1.1.2. MAINTENANCE. Foxit will supply to You, at no additional charge, any improvements or modifications to the Product that Foxit makes generally available as a minor release such as: 2.1, 2.2, 13.3 etc. Any such improvements or modifications shall become part of the Product for all purposes of this Agreement.

13.1.1.3. The Maintenance to be provided by Foxit hereunder is limited to the most current major version of the Product and the immediately preceding major version(s).

13.2. UPGRADE PROTECTION. Foxit agrees to provide Upgrade Protection (as defined herein) to You pursuant to the terms and conditions set forth herein provided that You pay the Upgrade Protection Fee for each Product for which Upgrade Protection is desired and as further described in Section 13.2.1 below. Upgrade Protection will be provided for a period of one year, unless otherwise agreed to by the parties in writing, from the date of purchase of the Product (the "Initial Upgrade Protection Term"), and with renewals (as described in Section 13.4), annually from the expiration date of the prior Upgrade Protection Term. Failure to renew annual Upgrade Protection may result in You having to purchase a new license in order to receive future major versions of Product and associated ongoing Upgrade Protection. The Upgrade Protection is not available for all Products and/or licenses, You're obliged to carefully check out if Your license is eligible for this service.

13.2.1. UPGRADE PROTECTION SERVICES. In exchange for the Upgrade Protection Fee, Foxit agrees to provide to You during the term of this Agreement Upgrade Protection (collectively "Upgrade Protection") as follows:

13.2.1.1. SUPPORT. Foxit will provide email and telephone support to You for current versions of the Product. Foxit will investigate all of Your questions and problems promptly. You agree to provide adequate information to Foxit to assist in the investigation and to confirm that any problems have been resolved. Foxit does not provide guaranteed response time but will make good faith effort to answer emails and voice mails within twenty-four (24) hours or less during weekdays, excluding holidays.

13.2.1.2. MAINTENANCE. Foxit will supply to You, at no additional charge, any improvements, upgrade, or modifications to the Product that Foxit makes generally available. Any such improvements, upgrades, or modifications shall become part of the Product for all purposes of this Agreement.

13.2.1.3. The Upgrade Protection Services to be provided by Foxit are limited to the most current and the immediately preceding two versions of the Product.

13.3. EXCLUSIONS. Foxit's obligation to provide Support is contingent upon proper use of the Product and full compliance with this Agreement. Moreover, Foxit shall be under no obligation to provide Support should such services be required due to a) failure to operate the Product within the systems requirements provided for the Product b) any modification or attempted modification of the Product by You or any third party or c) Your failure or refusal to implement Product changes recommended by Foxit.

13.4. CONSIDERATION. In exchange of the Maintenance and/or Upgrade Protection services to be provided by Foxit hereunder, You shall pay Foxit, or its authorized agent, the applicable fee for the Initial Support and Maintenance Term and/or Initial Upgrade Protection Term as indicated on the related invoice, receipt, purchase order, or other ordering document. At the end of each initial term, or any subsequent renewal term, You may renew participation in Maintenance and/or Upgrade Protection services for additional annual term(s) provided You a) are current on all payments due to Foxit and b) pay Foxit, or its authorized agent, the applicable renewal fee, which Foxit, or its authorized agent, shall invoice prior to the end of the preceding term, unless terminated by You at least 30 days prior to the expiration of the then current term. Maintenance and/or Upgrade Protection shall be discontinued for any and all subsequent terms for which You fail to pay Foxit the invoice within ten (10) days after the prior expiration date.

13.5. EXCEPTIONS. For use of the Product or a Beta Software Product, only the Maintenance Services and Exclusions paragraphs of this section apply. For use of the Product under Educational Use terms, the Maintenance Services and Exclusion paragraphs apply as long as You pay for the maintenance period defined under Your Single-Use Term License.

14. DISCONTINUING OR MODIFYING SERVICES. You acknowledge that Foxit has the right to discontinue the manufacture and development of any of the Product and the support for that Product, in its sole discretion at any time, including the distribution of older Product versions, provided that Foxit agrees not to discontinue the support (excluding Upgrade Protection) for that Product during the current annual term of this Agreement, subject to the termination provisions herein. Notwithstanding the foregoing, if Foxit discontinues the manufacture and support for a particular Product, Support for any remaining Products covered by this Agreement shall not be adversely affected. Foxit reserves the right to alter or discontinue the Support, in its sole discretion but will undertake to inform You of any material change.

15. GENERAL.

15.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of laws known as conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

15.2. JURISDICTION. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in San Jose, California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

15.3. ASSIGNMENT. You may not assign this Agreement or any right or interest hereunder, by operation of law or otherwise, without Foxit's express prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

15.4. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

15.5. SEVERABILITY. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

15.6. NOTICE. All notices or approvals required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by overnight delivery services, or by certified mail, and in each instance will be deemed given upon receipt. All notices or approvals will be sent to the addresses set forth in the applicable ordering document or invoice or to such other address as may be specified by either party to the other in accordance with this section.

15.7. FORCE MAJEURE. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy or supplies, war, terrorism, riot, or acts of God.

15.8. NO WAIVER. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

15.9. ENTIRE AGREEMENT. This Agreement, including Foxit's support and maintenance services terms constitutes the entire and exclusive agreement between the parties concerning its subject matter and supersedes all prior written and oral understandings and agreements between the parties regarding its subject matter. The terms and conditions contained in any customer purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Foxit and will be deemed null and of no effect.

16. THIRD PARTY SOFTWARE. You acknowledge and agree that Foxit may make third-party products and/or services (including plug-ins and extensions) available to You through the Product. Third-party products and services are not the Product defined in the Agreement and any use of/access to such third-party products and services will only entail You binding by all applicable third-party terms and conditions, with which You should be solely responsible for Your compliance.

16.1. When You are using the AI feature in the Product, for example, the AI Assistant in the Product, You understand that You should be eligible to use such services as requested by laws and regulations, and You should abide by all the applicable policies and documents. You understand AI service may include a content management system that works to filter content. In the event of Your violation, Foxit may ask You to take immediate action to remediate the issue to prevent further abuse. Any failure to address the issue may result in suspension or termination of such AI service access, and even, the suspension or termination of the Product.

16.2. In the case of the Microsoft Corporation AD RMS Client, Foxit grants a limited use license, all which is protected by copyright law and other applicable laws. RMS Plug-in Limitations. Organizational users of the Product who use the RMS functionality will be required to pay RMS encryption and decryption fees. Please contact sales@foxit.com for further information.

16.3. The Product may include software from Adobe. Foxit disclaims all warranties and conditions, express or implied, on behalf of Adobe, and excludes all liability for damages on behalf of Adobe. Any provisions in this Agreement that differ from Adobe's are offered by Foxit alone and not Adobe.

17. SPECIAL APPLICATION. This section sets forth specific provisions related to Product as well as limited exceptions to the above terms and conditions. To the extent that any provision in this section is in conflict with any other term or condition in this Agreement, the terms stated in this section will supersede such other term or condition.

17.1. NOTICE TO U.S. GOVERNMENT END USERS.

17.1.1. For contracts with agencies of the Department of Defense, the Government's rights in: a) commercial computer software and commercial computer software documentation shall be governed, pursuant to 48 C.F.R. 227.7201 through 227.7202-4, by Foxit's standard commercial license(s) for the respective product(s); b) software and software documentation other than commercial computer software and commercial computer software documentation shall be governed by 48 C.F.R. 252.227-7014; c) technical data for commercial items other than software or software documentation shall be governed by 48 C.F.R. 252.227-7015(b); and d) technical data for non-commercial items other than software or software documentation shall be governed by 48 C.F.R. 252.227-7013.

17.1.2. For contracts with U.S. Government agencies other than the Department of Defense agencies, the Government's rights in: a) commercial computer software and commercial computer software documentation shall be governed, pursuant to 48 C.F.R. 2.101 and 12.212, by Foxit's standard commercial license(s) for the respective product(s); b) software and software documentation other than commercial computer software and commercial computer software documentation shall be governed by 48 C.F.R. 52.227-14, Alternative III; and c) technical data other than software and software documentation shall be governed by 48 C.F.R. 52.227-14 including, where applicable Alternatives I or II.

17.2. NOTICE TO EUROPEAN ECONOMIC AREA END USERS

17.2.1. PAYMENT. You accept the Foxit Software Refund Policy <https://www.foxit.com/support/refund-policy.html>, unless explicitly set forth in this Agreement, all fees and other amounts due under this Agreement are non-cancelable and non-refundable. Unless otherwise agreed to by the parties, You shall pay all fees or amounts 30 days of the date of the invoice. In case of any late payment due hereunder by You, You shall pay Foxit interest on the unpaid amount

until such payment is paid in full. The default rate of interest is nine percentage points (9 %) above the basic rate of interest applied by the European Central Bank to its most recent main refinancing operation carried out before the first calendar day of the half-year in question. For European Member States which are not participating in the third stage of economic and monetary union, the basic rate if interest rate referred to above shall be the equivalent rate set by its national central bank. In both cases, the reference rate in force on the first calendar day of the half-year in question shall apply for the following six months.

17.2.2. TERMINATION.

17.2.2.1. By Notice. The Parties are entitled to terminate the Agreement any time upon three (3) month prior written notice for any reason.

17.2.2.2. Termination of Agreement for Cause. The Parties may terminate this Agreement by notice at any time during the Term as follows:

- a) If one of the Party is in breach of any material obligation hereunder by causes and reason within its control, or has breached, in any material respect, any representations or warranties set forth herein, and has not cured such breach within (i) thirty (30) business days in case the breach is a non-payment of any amount due under this Agreement, and (ii) within thirty (30) business days for other cases of breach, after notice request cure of the breach, provided, however, that if a breach other than a non-payment is not capable of being cure within thirty (30) days of such written notice, the Agreement may not be terminated sooner than forty-five (45) days so long as the breaching Party commences and is taking commercially reasonable actions to cure such breach as promptly as practicable;
- b) Upon the filing or institution of reorganization, liquidation, receivership proceedings, or upon an assignment of a substantial portion of the assets for the benefit of creditors by one of the Parties; provided, however, in the case of any involuntary reorganization, liquidation, receivership or assignment proceedings such right to terminate shall only become effective if the Party consents to the involuntary proceeding or such proceeding is not dismissed within thirty (30) days after the filing thereof.

17.2.3. WARRANTY.

17.2.3.1. This Agreement will not prejudice the statutory rights of any party, including those dealing as consumers. If You obtained the Product in the European Economic Area (EEA), You usually resides in the EEA and You are a consumer (that is its use of the Software is for personal, non-business related purposes), then Section 8.1 (LIMITED WARRANTY ON MEDIA) does not apply to Your purchase and use of the Product. Instead, Foxit warrants for a period of 2 years from purchase that the Product provides the functionalities set forth in the applicable documentations (the "agreed upon functionalities") when used on the Compatible Computer. Non-substantial variation from the agreed upon functionalities will not establish any warranty rights. THIS WARRANTY DOES NOT APPLY TO PRODUCT THAT YOU USE ON A PRE-RELEASE, TRYOUT, STARTER, OR PRODUCT SAMPLER BASIS, OR TO THE EXTENT THE PRODUCT FAILS TO PERFORM BECAUSE IT HAS BEEN ALTERED BY YOU. To make a warranty claim, You must notify the Foxit during this period, providing details of proof of purchase of the Product. Foxit will verify with You whether there is a defect in the Product or advise You that the error arises because You has not installed the Product correctly (in which case, Foxit shall assist You). If there is a defect in the Product, You may request from Foxit either a refund or a repaired or

replacement copy of the Product. Requests must be accompanied by proof of purchase. In the event Your warranty details are substantiated, Foxit will meet Your request for repaired or replacement Product, unless it is not reasonable for Foxit to do so, in which case Foxit will provide You with a refund.

17.2.3.2. Please note that the provisions of Section 8 will continue to apply to any damages claims You make in respect of its use of the Product. Nonetheless, You shall be liable for direct losses that are reasonably foreseeable in the event of a breach by Foxit of this Agreement. You are advised to take all reasonable measures to avoid and reduce damages, in particular by making back-up copies of the Product and its computer data.

17.2.4. GOVERNING LAW AND JURISDICTION. For end users in EEA, this Agreement will be governed by and construed in accordance with the German laws excluding that body of laws known as conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the German courts and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

17.2.5. This Agreement, and in particular this Section 17.2, is intended to describe Your rights (including its statutory rights) in the event there should be problems with its use of the Product. If Your statutory rights are greater than this description, its statutory rights shall apply.

17.2.6. Nothing included in this Agreement (including Section 16) shall limit any non-waivable right to decompile the Product that You may enjoy under applicable law. For example, if You are located in the European Union (EU), You may have the right upon certain conditions specified in the applicable law to decompile the Product if it is necessary to do so in order to achieve interoperability of the Product with another software program, and You have first asked Foxit in writing to provide the information necessary to achieve such interoperability and Foxit has not made such information available. In addition, such decompilation may only be performed by You. Foxit has the right to impose reasonable conditions before providing such information. Any information supplied by Foxit or obtained by You, as permitted hereunder, may only be used by You for the purpose described herein and may not be disclosed to any third party or used to create any software that is substantially similar to the expression of the Product or used for any other act that infringes the copyright of Foxit or its licensors.

18. Foxit may make changes to this Agreement from time to time. Foxit will revise the date at the top of this Agreement if it is amended. Foxit will notify You of any material changes to this Agreement by posting them on Foxit website (<<https://www.foxit.com/pdf-editor/eula.html>>). You should check this Agreement regularly. Unless otherwise noted, the amended Agreement will become effective immediately, and your continuing use of the Product will be deemed your acceptance of the changes. If you do not agree to the amended Agreement, you should immediately cease your use of the Product and, where applicable, cancel your subscription.

19. Should You have any questions concerning this License, or if You desire to contact Foxit for any reason, please call (866)693-6948.