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Foxit Software Company, FPDFVIEW DLL SDK
SINGLE DEVELOPER

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- 1.5 “Licensed Software” shall mean Foxit FPDFVIEW DLL SDK in machine executable form, its documentation, and any bug fixes or other changes

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500	\$3,250.00
1000	\$4,000.00
2500	\$5,250.00
5000	\$7,750.00

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- A. Licensee shall designate one individual as Developer under this Agreement. No other person may use the Licensed Software as described in Paragraph 2.1 above.
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- I. Licensee shall enter into Sublicense Agreement with each Sublicensee that is at least as restrictive as this Agreement, that contains terms and conditions consistent with the provisions of this Agreement with the following restrictions, as well as other restrictions set forth elsewhere in this Agreement:
 - (1) The Sublicense Agreement shall not grant to Sublicensee the rights set forth in the Developer License at 2.1 above and shall not pass on any provisions related thereto;
 - (2) The Sublicense Agreement is permitted to grant to

Sublicensee the rights granted to Licensee under the Distributorship License at Paragraph 2.2 above; and

- (3) Foxit shall have no responsibility or liability to Sublicensee for any loss, claim or damage of any kind arising under this Agreement or under any Sublicense Agreement entered into by Licensee and Sublicensee, for any reason whatsoever. Licensee shall assume sole liability vis-a-vis the Sublicensee and Sublicense Agreements, and shall disclaim in all Sublicense Agreements all liability arising out of any cause whatsoever, on the part of Foxit; and
 - (4) Sublicensee rights shall be independent of this Agreement and shall survive termination of this Agreement.
- J. Licensee is responsible in making sure the total number of distribution does not exceed the number defined in 2.2B. If Licensee learns of any breach of a Sublicense Agreement that could damage Foxit, Licensee shall take prompt, commercially reasonable corrective action at its expense to remedy the breach and/or obtain all other appropriate relief, and in addition, shall immediately notify Foxit in writing of the breach and corrective action taken. The execution of these duties by Licensee shall not preclude Foxit from also taking corrective action. In addition, if a breach of a Sublicense Agreement occurs, that would, in Foxit's opinion, result in irreparable harm to Foxit, unless injunctive or other equitable relief is entered into to restrain the violation, Licensee shall, as requested by Foxit, either: (a) use its best efforts to obtain such equitable relief as promptly as reasonably possible, or (b) assign its rights under the license to Foxit to permit it to seek such equitable relief.

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- 3.1 Licensee agrees to pay a license fee to Foxit in accordance with the Foxit's online pricing schedule found on the Foxit Website or as otherwise mutually agreed. Payment is due upon receipt of Licensee's order by Foxit, or activation of a serial number, whichever occurs first. In the event that payment is not made within thirty days of the payment due date, Foxit may either, at its option, terminate this Agreement, or impose interest on the amount due and owing at the rate of 1.5% per month.
- 3.2 No royalties, sublicense fees or other fees are due to Foxit under this Agreement if Licensee does not intend to renew the annual service with

Foxit. Should Licensee decide to continue the annual service support, Licensee should make payment as defined in 6. SUPPORT.

3.3 All license fees and any other charges are exclusive of all federal, state, local and foreign taxes, levies and assessments. The Licensee will pay all such taxes, levies and assessments arising out of this Agreement, excluding any income tax imposed on Foxit.

4. **TERM.** The term of this Agreement shall begin on its Effective Date and shall continue in perpetuity or until this Agreement is terminated.

5. **TERMINATION.**

5.1 Licensee may terminate this Agreement upon thirty (30) days' prior written notice.

5.2 Foxit shall have the right to terminate this Agreement as follows:

A. Upon ten (10) days prior written notice in the event that Licensee materially breaches any of the terms and conditions of this Agreement. However, Foxit reserves the right to send a written notice to Licensee, describing the breach, and Licensee shall have thirty days to cure the breach; if the breach is not cured within the thirty day period, Foxit may terminate this Agreement upon written notice at any time thereafter.

B. Upon written notice, in the event Licensee (1) terminates or suspends its business; (2) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute or (3) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority.

C. Termination of this Agreement under this Paragraph 5.2 shall be in addition to and not in lieu of any other remedies at law or at equity available to Foxit.

5.3 Upon termination of this Agreement, all licenses granted to Licensee hereunder shall also terminate. Licensee shall immediately cease Developer's work with the Licensed Software, including the production of Combined Products, and shall also immediately cease using, sublicensing, distributing, marketing, promoting, and translating, the Licensed Software embedded in or incorporated into Combined Product. Within five days after termination, Licensee shall destroy and/or purge the Licensed Software and all copies in any and all forms and from all media and from

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5.4 Notwithstanding the above, Sublicenses granted prior to termination of this Agreement shall not terminate, and Sublicensees may continue to use the Licensed Software embedded in or incorporated into Combined Product.

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Number of Distributions for Combined Product (all sublicensee)	Price
250	\$800.00
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1000	\$1,200.00
2500	\$1,500.00
5000	\$2,500.00

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All such bug fixes shall be considered Licensed Software and shall be subject to the terms and conditions of this Agreement.

7. **CONFIDENTIALITY.**

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- 7.4 Licensee acknowledges and agrees that in the event of a breach of this Paragraph 7, Foxit will suffer irreparable injuries for which there would be no adequate remedy at law. Accordingly, Foxit shall be entitled to a preliminary and final injunction without the necessity of posting any bond or undertaking in connection therewith to prevent any further breach of these confidentiality obligations or further unauthorized use of Confidential Information. This remedy is separate and apart from any other remedy that Foxit may have under this Agreement.

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- 15.1 Licensee's remedies as set forth in this Agreement are exclusive.
- 15.2 Licensee shall not use Foxit's name, trademark or trade name in publicity releases or advertising without securing the prior written consent of Foxit, which shall not be unreasonably withheld.
- 15.3 Nothing in this Agreement or in the course of dealing between Foxit and Licensee shall be deemed to create between Foxit and Licensee (including their respective directors, officers, employees, and agents) a partnership, joint venture, association, employment or agency relationship, or any relationship other than that of independent contractors with respect to each other.
- 15.4 Any provision of this Agreement that contemplates performance subsequent to the termination of this Agreement, including but not limited to obligations related to ownership of intellectual property, will survive the termination of this Agreement for any reason.
- 15.5 This Agreement shall be governed by the substantive laws of the State of Maryland, without reference to conflicts of laws rules. The parties agree to submit to the jurisdiction and venue of the state and federal courts located in the State of Maryland for any actions, suits or proceedings arising out of, or relating to, this Agreement, and further agree that service of any process, summons, notice or document by US registered mail to the party's address set forth herein will be effective service of process for any action, suit or proceeding brought in any such court. Each party

waives any right to a jury trial in any such action, suit or proceeding. No action, regardless of form, arising out of this Agreement may be brought by Licensee more than one year after the cause of action has arisen. The UN Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

- 15.6 Except for the failure to make payments when due, neither party will be liable to the other by reason of any failure in performance of this Agreement if the failure arises out of the unavailability of communications facilities or energy sources, acts of God, acts of the other party, acts of governmental authority, fires, strikes, delays in transportation, riots or war, or any cause beyond the reasonable control of that party.
- 15.7 No waiver, alteration, or modification of any of the provisions hereof will be binding unless in writing and signed by a duly authorized representative of the party to be bound. Neither the course of conduct between the parties nor trade usage will act to modify or alter the provisions of this Agreement. If Licensee issues a purchase order or other similar document it shall be for Licensee's internal purposes and is not a precondition to payment of monies otherwise due and owing to Foxit, and, even if it is acknowledged by Foxit, the terms and conditions of such purchase order or similar document will have no effect on this Agreement.
- 15.8 Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.
- 15.9 Licensee may not assign its rights or obligations under this Agreement. Any attempted assignment, delegation, or transfer in contravention of this Agreement shall be null and void.
- 15.10 The provisions of this Agreement are for the sole benefit of the parties, and no third party shall either enjoy the benefits of this Agreement or have any rights hereunder.
- 15.11 The headings in this Agreement are for reference purposes only; they will not affect the meaning or construction of the terms of this Agreement.
- 15.12 This Agreement contains the complete and exclusive understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, written or oral, with respect to the subject matter addressed in this Agreement.

16. MARKETING TERM. Licensee agrees to be identified as a customer of Foxit and Foxit may refer to Licensee by name, trade name and trademark, if applicable, and Foxit may briefly describe Licensee's business and create a customer case study in Foxit's marketing materials and website.