API Terms and Conditions

Thank you for choosing to use PDF Tools API (the "API").

By accessing or using the API, you are agreeing to the terms of this API Terms and Conditions ("API T&C"). The general terms for the use of PDF Tools software shall also apply to you and can be found at https://www.pdf-tools.com/license-agreement/ ("General Terms"). If there is a conflict between General Terms and API T&C, API T&C shall prevail. You ("Customer") agree to comply with General Terms and API T&C, and both should control your relationship with PDF Tools AG.

PDF Tools AG is a Swiss company with its registered address at Brown-Boveri-Strasse 5, 8050 Zürich ("PDF Tools", "Supplier") and your use of the API.

If you use the APIs as an interface to or in conjunction with other PDF Tools, products or services, then the terms for those other products or services also apply.

BACKGROUND

(A)   The Supplier wishes to grant, and the Customer wishes to enjoy, the rights set out in clause 2.1 in relation to the API and API Data, subject to the terms of this agreement.

Agreed terms

1.   Interpretation

1.1   The definitions and rules of interpretation in this clause apply to this licence.

Affiliate: any business entity from time to time controlling, controlled by, or under common control with, either party.

API: the PDF Tools API application programming interface made available to the Customer by the Supplier including, without limitation, through its https://api.pdf-tools.com/ as each may be updated from time to time by incorporation of a Maintenance Release or Feedback.

API Call: each call from an Application via the API to interact with the Supplier Product.

API Data: all data published or made available through the API and related metadata.

API Documentation: means the API documentation made available to the Customer by the Supplier from time to time, including, without limitation, through its https://www.pdf-tools.com/docs

API Key: the security key the Supplier makes available for the Customer to access the API.

API Limits: the restrictions provided or published by the Supplier from time to time.

Application: any applications developed by, or on behalf of, the Customer to interact with the API.

Authorised Users: the users authorised by the Supplier in writing in advance to access the API on behalf of the Customer via the API Key.

Customer System: the Application, together with any other network and information systems (including any hardware, software and other infrastructure) and processes operated by or on behalf of the Customer that is used to access the API, make an API Call or otherwise communicate or interact with the Supplier Product.

Data Protection Legislation: the General Data Protection Regulation (the GDPR) as well as the new Federal Act on Data Protection (nFADP) in Switzerland and any other European Union or other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Derived Data: data created by the Customer or an End User, now or in future, which has benefited from, derived from, relied on or made any use of, the API or API Data (including, without limitation, where the Customer or End User has created data by modifying, e-formatting, analysing or performing searches, lookups and/or enquiries using the API or API Data).

End Users: any individuals (such as the Customer's employees, contractors, or agents) whom the Customer permits or enables to use or access the API.

Effective Date: the date the Customer accesses the API for the first time.

Fee: the licence fee payable by the Customer to the Supplier under clause 7.

Feedback: all current and future suggestions, comments or other feedback regarding the API or API Data provided by or on behalf of the Customer.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Maintenance Release: release of the API that corrects faults, adds functionality or otherwise amends or upgrades the API, but which does not constitute a New Version.

New Version: any new version of the API which, from time to time, is publicly marketed and offered for purchase by the Supplier in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.

Release Purpose: This API allows customers to Convert images (JPEG, PNG, and TIFF) to PDF, Convert HTML to PDF, Convert PDF to PDF/A-2b, PDF/A-3b, Convert PDF to JPEG, Convert PDF to PNG, Convert PDF to TIFF, Stamp a PDF document, Validate a PDF comply with ISO PDF or PDF/A standard, Optimise a PDF for web rendering or long term archiving.

Supplier Marks: the Supplier's proprietary trademarks, trade names, branding, or logos made available for use in connection with the API or API Data pursuant to this agreement.

Supplier Product: the Supplier's software as described at https://www.pdf-tools.com/

Usage Data: has the meaning given in clause 9.2.

VAT: value-added tax or any similar tax chargeable in Switzerland.

Virus: anything or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be construed accordingly.

1.2   Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3   Unless expressly stated otherwise, or the context otherwise requires:

(a)   words in the singular shall include the plural, and in the plural shall include the singular;

(b)   A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

1.4   In the case of conflict or ambiguity between any provision contained in the body of this agreement and any provision contained in the schedules, appendices or annexes, the provision in the body of this agreement shall take precedence.

2. Licence

2.1   The Supplier grants to the Customer a non-exclusive licence during the term of this agreement:

(a)   for the Authorised Users to access the API solely for the purposes of:

(i)   internally developing the Applications that will communicate and interoperate with the Supplier Product for the Release Purpose;

(ii)   making API Calls in compliance with the API Limits and API Documentation;

(b)   to display the API Data received from the API, within the Application for the Release Purpose;

(c)   display certain Supplier Marks in compliance with the Supplier's brand guidelines (available from the Supplier at the Customer's request) solely in connection with the use of the API, API Data and the Applications.

2.2   The Customer's sole means of accessing the API, for the purposes of clause 2.1, shall be via the API Key.

2.3   In relation to the scope of use set out in clause 2.1 the Customer shall not (and shall ensure End Users do not):

(a)   make API Calls in excess of the API Limits;

(b)   remove any proprietary notices from the API or API Data;

(c)   use the API or API Data in any manner or for any purpose that infringes, misappropriates, or otherwise infringes any Intellectual Property Right or other right of any person or that violates any applicable law;

(d)   design or permit the Applications to disable, override, or otherwise interfere with any Supplier-implemented communications to end users, consent screens, user settings, alerts, warnings, or the like;

(e)   use the API, including in any of the Applications, to replicate or attempt to replace the user experience of the Supplier Product;

(f)   attempt to cloak or conceal the Customer's identity or the identity of the Applications when requesting authorisation to use the API or making an API Call;

(g)   except to the extent expressly permitted under this clause 2:

(i)   combine or integrate the API or API Data with any software, technology, services, or materials not approved in advance by the Supplier, including AI-related technologies, large language or other foundation models;

(ii)   pass or allow access to the API or API Data to any third party;

(iii)   access all or any part of any the API or API Data to build a product and/or service which competes with the API or the goods or services provided by the Supplier (or any part of it);

(iv)   commercially exploit, sell, license or distribute any API or API Data or any products and/or services incorporating the results retrieved using the API or via an API Call.

2.4   Except as expressly stated in this clause 2, the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the API or the Supplier Product, in whole or in part (except to the extent that applicable law overrides this provision or any part hereof).

2.5   The Customer shall not use the API or API Data other than as specified in this clause 2 without the prior written consent of the Supplier.

2.6   Without prejudice to its other rights and remedies under this agreement, should the Customer use the API or API Data other than as specified in this clause 2 without the prior written consent of the Supplier, the Supplier may, in its sole discretion:

(a)   terminate this agreement, or suspend the Customer's access and use to the API and the API Data with immediate effect; and/or

(b)   require the Customer to pay for broadening the scope of the licences granted under this licence to cover the unauthorised use.

2.7   The Supplier shall be entitled to suspend the Customer's access to and use of the API and the API Data under clause 2.6(a) until such time as the breach is remedied to the Supplier's reasonable satisfaction, which may include (where payment is required under clause 2.6(b)) until the Supplier has received that payment in cleared funds from the Customer.

3.   Customer responsibilities

3.1   The Customer must obtain an API Key through the registration process available at https://www.pdf-tools.com/products/pdftools-api/ to use and access the API. The Customer may not share the API Key with any third party other than Authorised Users, must keep the API Key and all log-in information secure, and must use the API Key as the Customer's sole means of accessing the API. The API Key may be replaced at any time by the Supplier.

3.2   The Customer shall:

(a)   ensure that no End User other than an Authorised User accesses the API;

(b)   ensure that the number of End Users does not exceed the number of Authorised Users specified by the Supplier from time to time;

(c)   without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;

(d)   carry out all of its responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

(e)   keep a complete and accurate record of:

(i)   its End Users;

(ii)   its development of the Application;

(iii)   its use of the API and API Data;

(iv)   its other obligations under this agreement,

and produce such records to the Supplier on request from time to time; and

(f)   notify the Supplier as soon as it becomes aware of any unauthorised use of the API or API Data by any person.

3.3   Subject to clause 13.3, the Customer is responsible and liable for all uses of the API resulting from access provided by the Customer, directly or indirectly, whether such access or use is permitted by or in breach of this agreement, including use with any Application or third-party software. Without limiting the generality of the foregoing, the Customer is responsible for all acts and omissions of End Users in connection with the Application and their use of the API and API Data, if any. Any act or omission by an End User that would constitute a breach of this agreement if taken by the Customer will be deemed a breach of this agreement by the Customer. The Customer shall take all reasonable efforts to make all End Users aware of this agreement's provisions as applicable to such End Users and shall cause End Users to comply with such provisions.

3.4   The Customer shall monitor the use of the API for any activity that breaches applicable laws, rules, and regulations or any terms and conditions of this agreement, including any fraudulent, inappropriate, or potentially harmful behaviour, and promptly restrict any offending users of the Applications from further use of the Applications.

4.   Maintenance releases

4.1   The Supplier shall make Maintenance Releases available to the Customer no later than such releases are generally made available to its other customers. The Supplier provides no warranty that Maintenance Release will not adversely affect or change the then-existing interface, facilities or functions of the API.

4.2   The Customer is required to make any change to the Application that is required for integration as a result of such Maintenance Release at the Customer's sole cost and expense as soon as reasonably practicable after receipt.

5.   Feedback

5.1   The Customer may, in its discretion, provide Feedback to the Supplier, but the Supplier shall not be obliged to take any action in response to the Feedback.

5.2   Feedback, even if marked confidential, will not create any confidentiality obligations on the Supplier unless the Supplier has otherwise agreed in writing, signed by an authorised signatory of the Supplier.

5.3   Without prejudice to its other rights and remedies (including under this agreement), the Supplier will be free to use, disclose, reproduce, distribute, implement in the Supplier Product or API and otherwise commercialise all Feedback provided by the Customer without obligation or restriction of any kind, and the Customer hereby waives all rights to be compensated or seek compensation for the Feedback and will ensure that any relevant moral rights are waived.

6.   Audit

6.1   The Supplier, or its representative, may physically or remotely monitor and audit the Customer's use of the API and the API Data to ensure the Customer is complying with the terms of this agreement, provided any physical audit shall take place on reasonable advance notice and at reasonable times. Such audit may include an audit of the Usage Data to verify the name and password of each End User.

6.2   If the audit referred to in clause 6.1 reveals that the API or API Data has been used or accessed other than in accordance with this agreement, then, without prejudice to the Supplier's other rights, the Customer shall promptly disable such access and use and the Supplier shall be entitled to revoke any existing passwords, or not issue any new passwords, to any End User so implicated in the unauthorised use or access.

6.3   The Customer shall keep complete and accurate records to demonstrate its compliance with the terms of this agreement, and the fulfilment of its obligations under it, including those matters set

out in clause 3.2(e) and shall make such records available for inspection by the Supplier, or the Supplier's representative, as part of the audit referred to in clause 6.1.

7.   Fees

7.1   There are no fees payable by the Customer to the Service Provider for the use of the API in its current form. The Supplier might introduce fees for the use of the API at its own discretion.

8.   Confidentiality and publicity

8.1   Each party shall, during the term of this agreement and thereafter, keep confidential all and shall not use for its own purposes (other than the implementation of this agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisers or as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its Affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession of such party from a third party.

8.2   For the avoidance of doubt, the API, the API Data and the API Key shall be considered the confidential information of the Supplier for the purposes of this agreement, save that the API and API Data may be disclosed to third parties where expressly permitted by (but only in accordance with any restrictions set out in) the Release Purpose.

8.3   The Supplier shall be entitled to reference the Customer as a user of the API and the API Data in the Supplier's general marketing literature, including on the Supplier's website and other online platforms. The reference to the Customer for these purposes may include a reference to the Customer's corporate name and any of its trade names and trademarks, including the Supplier's logo.

8.4   Save as provided for in clause 8.3, no party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

9.   Data protection

9.1   Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to and does not release, remove or replace a party's obligations or rights under the Data Protection Legislation and the Supplier's privacy policy available at https://www.pdf-tools.com/privacy-policy/ ("Privacy Policy").

9.2   The Supplier may collect certain information about the Customer and its personnel, representatives and agents, including End Users, in connection with this agreement, as set out in the then-current version of the Supplier's Privacy Policy (**Usage Data**). This may include information collected through the API or the Supplier Product. By entering into this agreement, and accessing, using, and providing information to or through the API or the Supplier Product, Customer consents, and shall procure all required consents from its personnel, representatives and agents (including End Users) to all actions taken by the Supplier with respect to the Usage Data in compliance with the then-current version of the Supplier's Privacy Policy. In the event of any inconsistency or conflict between the terms of the then-current privacy policy and this agreement, the privacy policy will take precedence in matters not governed by this agreement.

9.3   The parties acknowledge that the Usage Data is processed by the Supplier as a controller for the purposes of the Data Protection Legislation and is stored with secure third-party servers of Amazon Web Services EMEA SARL located in Ireland. For more information, please refer to https://aws.amazon.com/about-aws/global-infrastructure/ and the respective Data Processing Agreement available at https://d1.awsstatic.com/legal/aws-dpa/aws-dpa.pdf.

9.4   Without prejudice to the generality of clause 9.1 the Customer will ensure that it has all necessary, appropriate consents and notices in place to enable lawful transfer of any personal data (including Usage Data) to the Supplier for the duration and purposes of this agreement so that the Supplier may lawfully use, control, process and transfer this data in accordance with this agreement; including in relation to the role outlined in clause 9.3.

10.   Systems and security

10.1   The Customer:

(a)   is responsible for the operation and security of the Customer System and the Application;

(b)   shall ensure that the Customer System and the Application comply with any relevant specifications provided by the Supplier from time to time; and

(c)   shall be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from the Customer System and the Application to the Supplier Product, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

(d)   will take reasonable steps to:

(i)   secure the API, the API Data, and the API Key (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorised access; and

(ii)   prevent the introduction of any Virus or Vulnerability into the supplier's network and information systems (including the Supplier Product), via the Customer's (or End User's) use of the API, the API Key or otherwise.

11.   Export

11.1   Neither party shall export, directly or indirectly, any technical data acquired from the other party under this agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations such as export control laws), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

11.2   Each party undertakes:

(a)   contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and

(b)   if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any export control laws.

12.   Supplier's warranties

12.1   The Supplier undertakes that the API shall perform substantially in accordance with the Release Purpose.

12.2   The undertaking at clause 12.1 shall not apply to the extent of any non-conformance which is caused by the use of the API contrary to the Supplier's instructions, or modification or alteration of the API by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the API does not conform with the foregoing undertaking, the Supplier will use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 12.1.

12.3   The Supplier:

(a)   does not warrant that:

(i)   the Customer's use of the API will be uninterrupted or error-free;

(ii)   the API and/or the API Data obtained by the Customer through the API will meet the Customer's requirements;

(iii)   the API or the API Data will be free from Vulnerabilities or Viruses;

(iv)   the API or API Data will comply with any cybersecurity requirements.

(b)   is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the API and API Data may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

12.4   This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

12.5   The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

13.   Limits of liability

13.1   Except as expressly and specifically provided in this agreement:

(a)   the Customer assumes sole responsibility for results obtained from the use of the API and the API Data by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the API or any actions taken by the Supplier at the Customer's direction;

(b)   all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement;

(c)   the API and the API Data are provided to the Customer on an "as is" basis.

13.2   Except as expressly stated in clause 13.3:

(a)   the Supplier shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

(i)   special damage even if the Supplier was aware of the circumstances in which such special damage could arise;

(ii)   loss of profits;

(iii)   loss of anticipated savings;

(iv)   loss of business opportunity;

(v)   loss of goodwill;

(vi)   loss or corruption of data,

provided that this clause 13.2(a) shall not prevent claims for loss of or damage to the Customer's tangible property or any other claims for direct financial loss that are not excluded by any of categories (i) to (vi) inclusive of this clause 13.2(a), but always subject to clause 13.2(b); and

(b)   the total liability of the Supplier, whether in contract, tort (including negligence) or otherwise and whether in connection with this licence or any collateral contract, shall in no circumstances exceed a sum equal to CHF 100 (one hundred Swiss Francs).

13.3   The exclusions in clause 13.1 and clause 13.2 shall apply to the fullest extent permissible at law, but the Supplier does not exclude liability for:

(a)   death or personal injury caused by the negligence of the Supplier and its employees;

(b)   fraud or fraudulent misrepresentation; and

(c)   any other liability which may not be excluded by law.

13.4   All references to "the Supplier" in this clause 13 shall, for the purposes of this clause and clause 23 only, be treated as including all employees, subcontractors and suppliers of the Supplier and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause, in accordance with clause 23.

14.   Intellectual property rights

14.1   All rights, title and interest in any Derived Data and Feedback shall vest in the Supplier on creation. The Customer hereby assigns to the Supplier absolutely with full title guarantee all rights, title and interests in and to the Derived Data and Feedback including:

(a)   the entire copyright and all other rights in the nature of copyright subsisting in the Derived Data and the Feedback;

(b)   any database right subsisting in the Derived Data and the Feedback;

(c)   all other rights in the Derived Data and the Feedback of whatever nature, including Intellectual Property Rights, whether now known or created in the future, to which the Customer is now, or at any time after the date of this agreement may be, entitled by virtue of the laws in force in Switzerland and in any other part of the world;

(d)   the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Derived Data and the Feedback;

in each case for the whole term including any renewals, reversions, revivals and extensions and together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these assigned rights, whether occurring before, on, or after the date of this agreement.

14.2   All use by the Customer of the Supplier Marks, if any, will comply with any usage guidelines that the Supplier may specify from time to time. The Customer acknowledges that the Customer's use of the Supplier Marks in connection with this agreement will not create any right, title, or interest in or to the Supplier Marks in favour of the Customer and all goodwill associated with the use of the Supplier Marks will inure to the benefit of the Supplier.

14.3   The Customer will promptly notify the Supplier if the Customer becomes aware of any infringement of any Intellectual Property Rights in the API, API Data, Derived Data, Feedback and Supplier Marks and will fully co-operate with the Supplier in any legal action taken by the Supplier to enforce the Supplier's Intellectual Property Rights.

14.4   The Customer acknowledges that all Intellectual Property Rights in the API, API Data, Derived Data, Feedback and Supplier Marks, belong and shall belong to the Supplier or the relevant third-party owners (as the case may be), and the Customer shall have no rights in or to the same other than the right to use it in accordance with the terms of this agreement.

14.5   The Supplier undertakes to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the API, API Data or Supplier Marks (or any part thereof) in accordance with the terms of this licence infringes the Intellectual Property Rights of a third party ("Claim") and shall be responsible for any reasonable direct losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of any such Claim. For the avoidance of doubt, clause 14.5 shall not apply where the Claim in question is attributable to possession or use of the API, API Data or Supplier Marks (or any part thereof) by the Customer other than in accordance with the terms of this licence, use of the API or API Data in combination with any hardware or software not supplied or specified by the Supplier if the

infringement would have been avoided by the use of the API or API Data not so combined, or use of a non-current release of the API or API Data.

14.6   If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, the Supplier's obligations under clause 14.5 are conditional on the Customer:

(a)   as soon as reasonably practicable, giving written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;

(b)   not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);

(c)   giving the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and

(d)   subject to the Supplier providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.

14.7   If any Claim is made, or in the Supplier's reasonable opinion is likely to be made, against the Customer, the Supplier may at its sole option:

(a)   procure for the Customer the right to continue to use the API, API Data or Supplier Marks (or any part thereof) in accordance with the terms of this licence;

(b)   modify the API, API Data or Supplier Marks so that the same ceases to be infringing;

(c)   replace the API, API Data or Supplier Marks with non-infringing versions; or

(d)   terminate this licence immediately by notice in writing to the Customer.

14.8   This clause 14 constitutes the Customer's exclusive remedy and the Supplier's only liability in respect of Claims.

15.   Duration and termination

15.1   Unless terminated earlier in accordance with its terms, this agreement shall commence on the Effective Date for an initial term until the 1st of March 2024 (the **Initial Term**), and the parties shall be able to renew it for subsequent periods (each a **Renewal Term**) under new terms and conditions. The

Initial Term, together with each Renewal Term, shall be deemed to be the **Term**). The Supplier retains the right to terminate this agreement or suspend the use of free services at any time with a 7-day termination notice to be sent by email to the Customer.

15.2   Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a)   the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;

(b)   the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;

(c)   the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors; or

15.3   Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

15.4   Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

15.5   On termination for any reason:

(a)   all rights granted to the Customer under this agreement shall cease immediately;

(b)   the Customer shall cease all activities authorised by this agreement;

(c)   the Customer shall immediately pay to the Supplier any sums due to the Supplier under this agreement; and

(d)   the Customer shall immediately delete or return to the Supplier (at the Supplier's option) all copies of the API, API Data and Derived Data and Application then in its possession, custody or control and, in the case of deletion, certify to the Supplier that it has done so.

15.6   Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after the termination of this agreement, including clause 1, clause 8, clause 9, clause 12 (except clause 12.1), clause 13, clause 15 shall remain in full force and effect.

16.   Sub-licensing

16.1   The Customer shall not:

(a)   sub-license, assign or novate the benefit or burden of this agreement in whole or in part;

(b)   allow the API or API Data or Derived Data to become the subject of any charge, lien or encumbrance; and

(c)   deal in any other manner with any or all of its rights and obligations under this agreement,

without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed.

16.2   The Supplier may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this licence, provided it gives a written notice to the Customer.

16.3   Each party confirms it is acting on its own behalf and not for the benefit of any other person.

16.4   Notwithstanding clause 8, a party assigning any or all of its rights under this agreement may disclose to a proposed assignee, on a confidential basis, any information in its possession that relates to this agreement or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this clause 16.4 shall be made until notice of the identity of the proposed assignee has been given to the other party.

17.   Waiver

17.1   A waiver of any right or remedy is only effective if given in writing.

17.2   A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

18.   Remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19.   Entire agreement

19.1   This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

19.2   Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

19.3   Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

20.   Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21.   Severance

21.1   If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

21.2   If any provision or part-provision of this agreement is deemed deleted under clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22.   Counterparts

22.1   This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

23.   Third-party rights

23.1   A person who is not a party to this agreement shall not have any rights to enforce any term of this agreement.

23.2   The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any person that is not a party to this agreement.

24.   No partnership or agency

24.1   Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

24.2   Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25.   Force majeure

Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for the performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this agreement by giving 7 days' written notice to the affected party.

26.   Notices

26.1   A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address or email address or as otherwise notified in writing. For PDF Tools, the relevant email address for notifications shall be api-support@pdftools.com; for the Customer, the relevant email address shall be the one used by the Customer to register for the use of the API, unless the Customer requests otherwise in writing.

27.   Governing law and jurisdiction

27.1   This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Switzerland.

27.2   The parties irrevocably agree that the courts of Zurich, Switzerland, shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the Effective Date.