



## PDFBUNDLE Customer Agreement

Last Updated: November 24<sup>th</sup>, 2022

This PDFBUNDLE Customer Agreement (this “Agreement”) contains the terms and conditions that govern your access to and use of the Service (as defined below) and is an agreement between the Contracting Party specified in Section 15 below (also referred to as “PDFBUNDLE”, “we”, “us”, or “our”) and you or the entity you represent (“you” or “your”). This Agreement takes effect when you receive the registration/license file which releases the PDFBUNDLE for normal usage. You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section 15 for definitions of certain capitalized terms used in this Agreement.

### 1. Use of the Service.

- 1.1. **Definition:** Service is the capability of the PDFBUNDLE software to provide CONFORMANCE, PROTECTION, and DIGITAL SIGNATURE on PDF files, through both local use (on the same computer where PDFBUNDLE is installed) and monthly usage accounting, based on file pages, through internet-hosted databases.
- 1.2. **Generally:** You may access and use the Service in accordance with this Agreement. You will comply with the terms of this Agreement and all rules and regulations applicable to your use of the Service.
- 1.3. **Your Account:** To access the Service, you must have a PDFBUNDLE account associated with a valid email address and a valid form of payment. Unless explicitly permitted by the Service Terms, you will only create one account per email address.

### 2. Changes.

- 2.1. **To the Service:** We may change or discontinue our Service from time to time. We will provide you at least 30 (thirty) days prior notice if we discontinue a functionality of the Service that you are using, except that this notice will not be required if: (a) would pose a security or intellectual property issue to us or the Service, (b) is economically or technically burdensome, or (c) would cause us to violate legal requirements.
- 2.2. **To the Service Level Agreements (SLA):** we may add, discontinue or change Service Level Agreements (SLA) from time to time in accordance with Section 13.

### 3. Security and Data Privacy.

- 3.1. **PDFBUNDLE Security:** Without limiting Section 11 or your obligations under Section 4, we will implement appropriate measures, at the maximum extension of our technical skill and technology, to secure both the PDFBUNDLE application and your data handled for it.
- 3.2. **Data Privacy:** PDFBUNDLE will not access or use your data for any reason, except as necessary to maintain or provide the Service, or as necessary to comply with the law or a binding order of a governmental body. Unless it violates the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 3.2. We will only use your Account Information in accordance with the Privacy Notice, and you consent to such usage. The Privacy Notice does not apply to the data handled for you.

### 4. Your Responsibilities.

- 4.1. **Your Account:** Except to the extent caused by our breach of this Agreement, (a) you are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third



party (including your contractors, agents or End Users), and (b) we and our affiliates are not responsible for unauthorized access to your account.

- 4.2. **Your Content:** You will ensure that your data and the usage, by your End Users', of the Service will not violate any of the Policies or any applicable law. You are solely responsible for the content, operation, maintenance, and use of the PDFBUNDLE copy in your possession.
- 4.3. **Your Security and Backup:** You are responsible for properly configuring and using the Service and taking appropriate action to secure, protect, and backup your accounts and data in a manner that will provide appropriate security and protection.
- 4.4. **End Users:** You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, Your Content or use of the Service. You are responsible for End Users' use of Your Content and the Service. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement caused by an End User, you will immediately suspend access to Your Content and the Service by such End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide such support or services.

## 5. Fees and Payment.

- 5.1. **Service Fees:** We calculate and bill fees and charges monthly. You will pay us the applicable fees and charges for the use of the Service as described on the PDFBUNDLE.COM site using one of the payment methods we support. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we post updated fees and charges on the PDFBUNDLE.COM site, unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services you are using by giving you at least 30 days' prior notice. We may elect to charge you interest at the rate of 2% per month (or the highest rate permitted by law, if less) on all late payments. For payments received in other currency than Brazilian Real (BRL), an exchange rate of 0.5% will be added to the total amount value.
- 5.2. **Taxes:** Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive of Indirect Taxes, except where applicable law requires otherwise. We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we may claim an available exemption from such Indirect Tax. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement. We will provide you with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

## 6. Temporary Suspension.



6.1. We may suspend your or any End User's right to access or use any portion or the Service immediately upon notice to you if we determine:

- 6.1.1. your or an End User's use of the Service (I) poses a security risk to the Service or any third party, (II) could adversely impact our systems or any other PDFBUNDLE customer, (III) could subject us, our affiliates, or any third party to liability, or (IV) could be fraudulent;
- 6.1.2. you are, or any End User is, in breach of this Agreement;
- 6.1.3. you are in breach of your payment obligations under Section 5; or
- 6.1.4. you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

6.2. Effect of Suspension. If we suspend your right to access or use any portion or all of the Service:

- 6.2.1. you remain responsible for all fees and charges you incur during the period of suspension; and
- 6.2.2. you will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

## 7. Term; Termination.

7.1. Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section 7. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 7.2.

### 7.2. Termination.

7.2.1. Termination for Convenience. You may terminate this Agreement for any reason by providing us a notice. We may terminate this Agreement for any reason by providing you at least 30 days' advance notice.

#### 7.2.2. Termination for Cause.

7.2.2.1. By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party.

7.2.2.2. By Us. We may also terminate this Agreement immediately upon notice to you (A) for cause if we have the right to suspend under Section 6, (B) if our relationship with a third-party partner who provides software or other technology we use to provide the Service expires, terminates or requires us to change the way we provide the software or other technology as part of the Service, or (C) in order to comply with the law or requests of governmental entities.

#### 7.2.3. Effect of Termination.

7.2.3.1. in the Termination Date, all your rights under this Agreement immediately terminate;

7.2.3.2. you remain responsible for all fees and charges you have incurred through the Termination Date;

7.2.3.3. you will immediately uninstall all PDFBUNDLE Content in your possession;

7.2.3.4. your license will be immediately blocked for us, to avoid the non-authorized usage of the software; and

7.2.3.5. Sections 4.1, 5, 8,9,10,11,12,13 and 14 will continue to apply in accordance with their terms.

## 8. Proprietary Rights.



- 8.1. Intellectual Property License: the Intellectual Property License applies to your use of PDFBUNDLE. This license is exclusive and individual to OASYS INFORMATICA LTDA, CNPJ: 03703821/0001-82, located in Rio de Janeiro, Brazil.
- 8.2. Commercial License: the commercial license of the software, trademarks, and all direct and indirect contents of the Service is also exclusive and individual to OASYS INFORMATICA LTDA, CNPJ: 03703821/0001-82, located in Rio de Janeiro, Brazil.
9. Restrictions. Neither you nor any End User will use the Service in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User will, or will attempt to (a) reverse engineer, disassemble, or decompile the Service or PDFBUNDLE Content or apply any other process or procedure to derive the source code of any software included in the Service or PDFBUNDLE Content (except to the extent applicable law doesn't allow this restriction), (b) access or use the Service or PDFBUNDLE Content in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (c) resell the Service or PDFBUNDLE Content. The PDFBUNDLE Trademark Guidelines apply to your use of the PDFBUNDLE Marks. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.
10. Indemnification.
- 10.1. General. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (a) your or any End Users' use of the Service (including any activities under your PDFBUNDLE account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you, End Users or Your Content; or (c) a dispute between you and any End User. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (c) above at our then-current hourly rates.
- 10.2. Intellectual Property.
- 10.2.1. Subject to the limitations in this Section 10, PDFBUNDLE will defend you and your employees, officers, and directors against any third-party claim alleging that the Service infringe or misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.
- 10.2.2. Subject to the limitations in this Section 10, you will defend PDFBUNDLE, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any of Your Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.
- 10.2.3. Neither party will have obligations or liability under this Section 10.2 arising from infringement by combinations of the Service or Your Content, as applicable, with any other product, service, software, data, content or method. In addition, PDFBUNDLE will have no obligations or liability arising from your or any End User's use of the Service after PDFBUNDLE has notified you to discontinue such use. The remedies provided in this Section 10.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Service or by Your Content.



10.2.4. For any claim covered by Section 10.2.1, PDFBUNDLE will, at its election, either: (I) procure the rights to use that portion of the Service alleged to be infringing; (II) replace the alleged infringing portion of the Service with a non-infringing alternative; (III) modify the alleged infringing portion of the Service to make it non-infringing; or (IV) terminate the allegedly infringing portion of the Service or this Agreement.

10.3. Process. The obligations under this Section 10 will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

#### 11. Disclaimers.

THE SERVICE IS PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

#### 12. Limitations of Liability.

WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICE, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 9.2, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 2 (TWO) MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION 12 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### 13. Modifications to the Agreement.

We may modify this Agreement (including any Policies) at any time by posting a revised version on the PDFBUNDLE Site or by otherwise notifying you in accordance with Section 14.9.1; provided, however, that we will provide at least 30 (thirty) days' advance notice for adverse changes to any Service Level Agreement. Subject to the 30 days advance notice requirement with respect to adverse changes to Service Level Agreements, the modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By



continuing to use the Service after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the PDFBUNDLE Site regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the beginning of this Agreement.

#### 14. Miscellaneous.

- 14.1. **Assignment.** You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 14.1 will be void. We may assign this Agreement without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for PDFBUNDLE as a party to this Agreement and PDFBUNDLE is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.
- 14.2. **Entire Agreement.** This Agreement incorporates the Policies by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement (but does not supersede prior commitments to purchase Services). We will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or (c) related to any invoicing process that you submit or require us to complete. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document.
- 14.3. **Force Majeure.** We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 14.4. **Governing Law.** The Governing PDFBUNDLE, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and us. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 14.5. **Disputes.** Any dispute or claim relating in any way to your use of the Service, or to any products or services sold or distributed by PDFBUNDLE will be adjudicated in the Governing Courts, and you consent to exclusive jurisdiction and venue in the Governing Courts, subject to the additional provisions below.
  - 14.5.1. If the applicable PDFBUNDLE Contracting Party is OASYS INFORMÁTICA LTDA., the parties agree that the provisions of this Section 14.5.1 will apply. Disputes will be resolved by binding arbitration, rather than in court, in accordance with the then-applicable Rules of Arbitration of the International Chamber of Commerce, and judgment on the arbitral award may be entered in any court having jurisdiction. The arbitration will take place in the City of São Paulo, State of São Paulo, Brazil. There will be three arbitrators. The fees and expenses of the arbitrators and the administering authority, if any, will be paid in equal proportion by the parties. The parties agree that the existence of and information relating to any



such arbitration proceedings will not be disclosed by either party and will constitute confidential information. The Governing Courts will have exclusive jurisdiction for the sole purposes of (I) ensuring the commencement of the arbitral proceedings; and (II) granting conservatory and interim measures prior to the constitution of the arbitral tribunal.

- 14.6. Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.
- 14.7. Language. All communications and notices made or given pursuant to this Agreement must be in the Portuguese language. If we provide a translation of the Portuguese language version of this Agreement, the Portuguese language version of the Agreement will control if there is any conflict.
- 14.8. Confidentiality and Publicity. You may use PDFBUNDLE Confidential Information only in connection with your use of the Service as permitted under this Agreement. You will not disclose PDFBUNDLE Confidential Information during the Term or at any time during the 5-year (five) period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of PDFBUNDLE Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Service.
- 14.9. Notice.
- 14.9.1. To You. We may provide any notice to you under this Agreement by: (I) posting a notice on the PDFBUNDLE Site; or (II) sending a message to the email address then associated with your account. Notices we provide by posting on the PDFBUNDLE Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.
- 14.9.2. To Us. To give us notice under this Agreement, you must contact PDFBUNDLE by personal delivery, overnight courier or registered or certified mail to our mailing address, as applicable, listed for the applicable PDFBUNDLE Contracting Party in Section 15 below. We may update the address for notices to us by posting a notice on the PDFBUNDLE site. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are received. Notices provided registered or certified mail will be effective three business days after they are sent.
- 14.10. No Third-Party Beneficiaries. Except as set forth in Section 10.1, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 14.11. U.S. Government Rights. The Service is provided to the U.S. Government as "commercial items", "commercial computer software", "commercial computer software documentation" and "technical data" with the same rights and restrictions generally applicable to the Service. If you are using the Service on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Service. The terms "commercial item", "commercial computer software", "commercial computer



software documentation”, and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

- 14.12. No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.
- 14.13. Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

## 15. Definitions.

“Account Information” means information about you that you provide to us in connection with the creation or administration of your PDFBUNDLE account. For example, Account Information includes names, usernames, phone numbers, email addresses, the processed quantity of pages, schema filename, origin and destination folders name, and billing information associated with your PDFBUNDLE account.

“Content” means software (including machine images), data, text, audio, video, or images.

“Contracting Party” means the party identified as OASYS INFORMÁTICA LTDA., CNPJ 03.703.821/0001-82, located at Rua José Higino 310/501 – Tijuca – CEP 20510-412, Rio de Janeiro, RJ, Brasil.

“End User” means any individual or entity that directly or indirectly through another user (a) accesses or uses Your Content, or (b) otherwise accesses or uses the Service under your account. The term “End User” does not include individuals or entities when they are accessing or using the Service or any Content under their own PDFBUNDLE account, rather than under your account.

“PDFBUNDLE Confidential Information” means all nonpublic information disclosed by us, our affiliates, business partners, or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. PDFBUNDLE Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. PDFBUNDLE Confidential Information does not include any information that: (I) is or becomes publicly available without breach of this Agreement; (II) can be shown by documentation to have been known to you at the time of your receipt from us; (III) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (IV) can be shown by documentation to have been independently developed by you without reference to the PDFBUNDLE Confidential Information.

“PDFBUNDLE Content” means Content that we or any of our affiliates make available in connection with the Service or on the PDFBUNDLE site to allow access to and use of the Service, including APIs; WSDLs; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology (including any of the foregoing that are provided by our personnel). PDFBUNDLE Content does not include the Service or Third-Party Content.





"PDFBUNDLE Marks" means any trademarks, service marks, service or trade names, logos, and other designations of PDFBUNDLE and its affiliates that we may make available to you in connection with this Agreement.

"PDFBUNDLE Site" means <http://www.pdfbundle.com> (and any successor or related locations designated by us), as may be updated by us from time to time.

"Governing PDFBUNDLE" and "Governing Courts" means the Brazilian Laws and the Courts of the city of São Paulo, State of São Paulo, Brazil.

"Indirect Taxes" means applicable taxes and duties, including, without limitation, VAT, service tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

"Intellectual Property License" means the separate license terms existent on the PDFBUNDLE software and any other third party component existent on the service.

"Losses" means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees).

"Policies" means the Acceptable Use Policy, Privacy Notice, the Site Terms, the Service Terms, the PDFBUNDLE Trademark Guidelines, all restrictions described in the PDFBUNDLE Content and on the PDFBUNDLE Site, and any other policy or terms referenced in or incorporated into this Agreement, but does not include whitepapers or other marketing materials referenced on the PDFBUNDLE Site.

"Service" means the Service made available by us or our affiliates, including those web services described in the Service Terms. Services do not include Third-Party Content.

"Service Level Agreement" means all separate agreements that may be offered to the End User and that we offer with respect to the Service.

"Service" means the Service (including associated APIs), the PDFBUNDLE Content, the PDFBUNDLE Marks, and any other product or service provided by us under this Agreement. Service do not include Third-Party Content.

"Term" means the term of this Agreement described in Section 7.1.

"Termination Date" means the effective date of termination provided in a notice from one party to the other in accordance with Section 7.

"Third-Party Content" means Content made available to you by any third party on the PDFBUNDLE Site or in conjunction with the Service.

"Your Content" means Content that you or any End User transfers to us for processing, storage or hosting by the Service in connection with your PDFBUNDLE account and any computational results that you or any End User derive from the foregoing through their use of the Service. For example, Your Content includes Content that you or any End User stores in Amazon Simple Storage Service. Your Content does not include Account Information.

\*\*\* END OF CONTRACT \*\*\*

As of November 24th, 2022