

# PDFlib License Agreement

PDFlib GmbH, Tal 40, 80331 Munich, Germany  
phone +49 · 89 · 29 16 46 87, fax +49 · 89 · 29 16 46 86  
sales@pdflib.com, support@pdflib.com, www.pdflib.com

## 1 Definitions

The effective date of this agreement is the date shown on the invoice. This agreement defines the licensing terms for the following software products:

- (a) PDFlib 5.0.1
- (b) PDFlib+PDI 5.0.1
- (c) PDFlib Personalization Server (PPS) 5.0.1 and Block Plugin

These products, as well as all maintenance updates which are designated as such by PDFlib GmbH will be collectively referred to as »the program« in this agreement. The program is delivered with a digital manual which describes the programming features and their usage (»the documentation«).

## 2 CPU-based License

Licensee is granted the non-transferable, non-exclusive, and perpetual right to use the program on a number of computers. For the license fee the total number of CPUs (processors as reported by the operating system) is taken into account, while the number of users accessing the computer is irrelevant. The total number of computers is also irrelevant (e.g., two dual-processor machines plus a single-processor machine result in a total CPU count of five).

A purchased license may be transferred to another computer running under the same operating system if no two computers are driven concurrently under the same license.

Licensee may use the program on an unlimited number of development machines, provided these machines are not used for production purposes at the same time (for example, they cannot be accessed over a network except by developers working on products which incorporate the program)

## 3 Restrictions

### 3.1 Intellectual Property

Licensee acknowledges that the program is copyrighted intellectual property of PDFlib GmbH, and that PDFlib GmbH retains exclusive ownership of the program and documentation, subject however to all terms and conditions of this agreement.

It is expressly agreed that this license does not include ownership of the program's source code, but only the right-to-use as defined by this agreement.

### 3.2 Sublicensing

Licensee may not resell, transfer, rent or lease the program. Licensee is not allowed to transfer the rights obtained under this license to any third party.

This license applies to one incorporated unit, and does not extend to subsidiaries.

### 3.3 Reverse Engineering and Confidentiality

Licensee agrees to not translate, disassemble, or reverse-engineer the program.

Licensee agrees to not redistribute or make publicly available any license key received from PDFlib GmbH.

## **4 Delivery**

The program and documentation are delivered in digital format only. Licensee agrees to retrieve the program and documentation, as well as any relevant maintenance updates from PDFlib GmbH's Web site at [www.pdflib.com](http://www.pdflib.com). Neither digital storage media nor printed documentation will be delivered to licensee by PDFlib GmbH.

## **5 Warranty and Support**

### **5.1 Performance of the Program**

PDFlib GmbH warrants that the program will perform substantially in accordance with the documentation when used as directed in the documentation. This warranty does not cover use of the program in ways which are not covered in the documentation (e.g., by calling undocumented functions, or by not obeying documented restrictions), or using modified copies of the program unless such modifications have been authorized by PDFlib GmbH.

PDFlib GmbH warrants that it is owner of the program with authority to license the program to licensee, and that the program does not infringe third party intellectual property rights. PDFlib GmbH agrees to indemnify, defend and hold harmless licensee from any claims either that PDFlib GmbH does not own the program, or that the program infringes a third party's intellectual property rights.

In the event the unmodified program fails to satisfy this limited warranty during a warranty period of 30 days after the effective date of this agreement, PDFlib GmbH shall promptly, at its expense and in its discretion, (i) provide a correction or workaround for any reproducible errors which are reported by licensee, and deliver an updated version of the program, or (ii) return a refund of any license fees paid pursuant to this agreement. In this event licensee will immediately terminate any use and distribution of the program.

Technical support as described above is available by e-mail only. Maintenance updates of the program as indicated in section 1 do not extend the initial warranty period.

### **5.2 Warranty against Disablement**

PDFlib GmbH expressly represents and warrants that, other than a disabling mechanism on the functional evaluation copy of the program which disabling mechanism is removed upon receipt by licensee of the license key for the full version of the program, the program will not intentionally cause or permit any portion of the program provided or developed by PDFlib GmbH hereunder to contain any protection feature designed to prevent its use. These protection features include, without limitation, any computer virus, worm, software lock, drop dead device, Trojan-horse routine, trap door, time bomb, or any other codes or instructions that may be used to access, modify, delete, damage or disable the program or any other component of licensee's computer systems. If PDFlib GmbH becomes aware of any such feature, PDFlib GmbH will promptly notify licensee thereof. PDFlib GmbH further represents and warrants that it will not impair the operation of the program in any way other than pursuant to an order of a court of law.

### **5.3 Limitations and Disclaimer**

Except for breach of PDFlib GmbH's warranties of ownership of the program and non-infringement of third party intellectual property, the foregoing states the sole and exclusive remedies for PDFlib GmbH's breach of warranty. The foregoing warranties are in lieu of all other warranties or conditions, express or implied, and any implied warranty or condition of fitness for a particular purpose, merchantability, or merchantable quality. No person is authorized to make any other warranty or representation concerning the performance of the program other than according to this paragraph. Licensee shall make no other warranty, express or implied, on behalf of PDFlib GmbH.

## **6 Consequential Damages Waiver**

Neither party will be liable for any loss of use, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits), regardless of the form of action whether in contract, tort (including negligence), strict product liability or otherwise.

## **7 Applicable Law**

This license is governed by the laws of Germany, excluding choice of law rules. If any part of this license is found to be in conflict with the law, that part shall be interpreted in its broadest meaning consistent with the law, and no other parts of the license shall be affected.

## **8 Final Agreement**

This agreement constitutes the complete, final and exclusive expression of the parties' agreement, and supersedes all proposals and other communications made between the parties concerning the subject matter hereof. This agreement cannot be modified except by written agreement signed by all the parties hereto.