PDFlib License Agreement

between

_____ (licensee),

and PDFlib GmbH, München, Germany (licensor).

1   Subject

This agreement defines the licensing terms for the software known as PDFlib (»the program«). The program is delivered with a manual in digital format which describes PDFlib's programming features and their usage (»the documentation«).

This license agreement applies to release 3.0 of the program, as well as all versions released by PDFlib GmbH within ninety days after the effective date of this agreement.

2   License Types

As indicated in section 9, licensee chooses one of the license types (a) or (b) below. Under any license type 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.

(a) Server License

Licensee is granted the non-transferable, non-exclusive, and perpetual right to use the program on a fixed number of production servers. A production server is a single computer run by licensee (e.g., a Web server). For the server license the total number of CPUs (processors) is taken into account, while the number of users accessing the server is irrelevant. The total number of machines is also irrelevant (e.g., two dual-processor machines plus a single-processor machine result in a total CPU count of five).

A purchased server license may be transferred to another server if no two servers are driven concurrently under the same license agreement.

(b) Redistributable (Runtime) License

Licensee is granted the non-transferable, non-exclusive, and perpetual right to use the program in products developed, marketed, and distributed by licensee, and distribute the program as an integral part of such products. For the runtime license the total number of redistributed copies of the program is taken into account. (For example, if licensee sells 50 copies of one product and 100 copies of another product which are both based on the program, a total of 150 runtime licenses is required.) If licensee distributes non-free updates to such products, all distributed copies of the updates contribute to the total count of runtime licenses.

Licensee agrees that he will distribute the program only integrated or in conjunction with hardware or software products that make use of the program. Such products must add substantial value to the program. Products which in essence mimic the program's programming interface for generating PDF documents are not permitted under any license.

3   Restrictions

(a) 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 related 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. If source code is delivered, this is only a means for simplifying technical procedures.

(b) 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.

(c) Reverse Engineering

If the program was acquired in binary (pre-compiled) format, licensee agrees to not translate, disassemble, or reverse-engineer the program.

4 Delivery and Upgrades

The program and documentation are delivered in digital format only. Licensee agrees to retrieve the program and documentation, as well as any relevant upgrades from licensor's Web site at http://www.pdflib.com.

This license extends to all maintenance upgrades of the program version quoted in section 1. Maintenance upgrades are designated as such by PDFlib GmbH. (The version number of a maintenance release generally only changes in the second decimal place, e.g., version 3.01 is a maintenance upgrade to version 3.0).

5 Warranty and Support

(a) 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 internal functions, or not obeying documented programming restrictions), or using modified copies of the program.

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In the event the unmodified program fails to satisfy this limited warranty during a warranty period of six months 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.

Maintenance upgrades of the program as indicated in section 4 do not extend the initial warranty period.

(b) 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

PDFlib GmbH will not 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 Fulfillment

Licensee must fill out the field at the very beginning of this agreement and section 9, and send two signed copies of this agreement (or fax a single copy) along with the license fee payment to PDFlib GmbH. A counter-signed copy of the agreement will be returned to licensee along with a license number.

Licensee agrees to pay the amount indicated in section 9 by sending a check made payable to PDFlib GmbH. Alternatively, the following bank account may be used for wire transfers:

Name of account holder:	PDFlib GmbH
Name of bank:	Postbank München
Bank address:	80317 München, Germany
Bank identification number (BLZ and ABA):	700 100 80
SWIFT code:	PBNKDEFF
Number of bank account:	5476 54-801
U.S. partner bank for transfers:	Chase Manhattan Bank, NY

Additional procedures for payment processing may be described on licensor's Web site http://www.pdflib.com.

9 License Fees

Licensee agrees to pay PDFlib GmbH a one-time non-refundable fee according to the chosen type of license (check one below). Licensee also agrees to pay any applicable sales tax or value added tax in addition to the amount indicated below.

(a) Server License

____ (a1) 1–2 production server CPUs:	US-\$ 500	(five hundred)
____ (a2) 3–16 production server CPUs:	US-\$ 1000	(one thousand)
____ (a3) Unlimited number of production server CPUs:	US-\$ 2000	(two thousand)

(b) Redistributable (Runtime) License

____ (b1) 1–99 runtime licenses:	US-\$ 500	(five hundred)
____ (b2) 100–999 runtime licenses:	US-\$ 1000	(one thousand)
____ (b3) Unlimited number of runtime licenses:	US-\$ 4000	(four thousand)

(c) Accumulated License Fees

In the event that the accumulated license fees of multiple license agreements reach the fee of another type of license, licensee may optionally switch to this other type of license. For example, if

two licenses of type (b2) are obtained, licensee may instead switch to a license of type (b3), taking into account the already paid fees for the previously purchased licenses.

10   Signatures

This agreement is entered into by PDFlib GmbH and the licensee named below, who wishes to license the program under the terms and conditions set forth in the preceding sections.

Licensor: Licensee:

PDFlib GmbH
_____   _____
Company name   Company name

_____   _____
Authorized signature   Authorized signature

_____   _____
Printed name   Printed name

_____   _____
Title   Title

_____   _____
Date   Date

Contact address (licensor):   Contact address (licensee):

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_____
License number
(will be completed by PDFlib GmbH)

Optional Information

Please help us to serve better our customers by supplying the following optional information:

❑ Name and e-mail address of primary technical contact:

_____ .

❑ Licensee agrees to be referenced as a user of the program in product literature distributed by PDFlib GmbH. If you checked this box, optionally supply a product name, project name, or URL where the program is used:

_____ .

❑ Licensee intends to use the program with the following language environments and operating system platforms (e.g., ActiveX with ASP; Java 2 on Solaris):

_____ .