PSPDFKit Evaluation License

The following license applies to the free trial/demo versions of the software components between Licensor (PSPDFKit GmbH) and Licensee.

Redistribution of this software, in either source or binary form is prohibited.

Use of this software is permitted for evaluation purposes, with a view to purchasing a commercial development license.
In all cases, the software's object code may not be submitted to Apple's App Store.

This Agreement constitutes the entire agreement between Licensee and Licensor pertaining to the subject matter hereof, and supersedes any and all written or oral agreements with respect to such subject matter. Licensor reserves the right, in his sole discretion to modify this Agreement at any time. With downloading and integrating updated versions of the licensed software, you agree to the respectively latest version of this Agreement. You shall be responsible for reviewing and becoming familiar with any such modification.

Both parties agree to the application of the laws of Austria with the exclusions of its conflict of law rules to govern, interpret and enforce all of Licensee's and Licensor's rights, duties, and obligations arising from or relating in any manner to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply. For all disputes arising out of or related to this Agreement or during the initiation of a contract to license PSPDFKit, the sole place of jurisdiction shall be the relevant court in Vienna, Austria. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of Licensor to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit Licensors rights with respect to such breach or any subsequent breaches. Licensor expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder.

Both parties agree to the application of the laws of Austria with the exclusions of its conflict of law rules to govern, interpret and enforce all of Licensee's and Licensor's rights, duties, and obligations arising from or relating in any manner to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply. For all disputes arising out of or related to this Agreement or during the initiation of a contract to license PSPDFKit, the sole place of jurisdiction shall be the relevant court in Vienna, Austria.

If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of PSPDFKit GmbH to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit PSPDFKit GmbH's rights with respect to such breach or any subsequent breaches. PSPDFKit GmbH expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder.

PSPDFKit Commercial Development License

The following license applies to software components purchased and paid for in full between Licensor (PSPDFKit GmbH) and Licensee.

GRANT OF LICENSE AND REDISTRIBUTION
The purchased license, unless otherwise negotiated in writing, is valid for one explicit app ID, thus one iOS application.
For distributions via custom distribution system/MDMs (not Apple's public App Store), one license per distribution method and per company is required, even if the same app ID is used.
Applications that are in the public App Store and expose PSPDFKit's functionality via a login-system that is bound to a backend service where customers can pay for access require a custom license agreement.

Redistribution and use of this software is permitted in binary form under the following conditions:

* The software must be distributed only as part of a larger original work by the licensee; verbatim redistribution of the software as licensed is prohibited.
* The software may only be distributed as a software application readily executable by end users on designated devices designed by Apple Inc. running the iOS operating system. Redistributing the software in re-linkable "library" form is explicitly prohibited.
* The software's binary object code must be statically linked to the application to form a single binary file.
* No source or header files may be redistributed.
* Neither the names "PSPDFKit" or "Peter Steinberger", nor the names of its contributors may be used to endorse or promote products derived from this software without Licensor's explicit prior written permission.
* The license has not been terminated.
* The licensee has separately licensed the required "iOS SDK" software from Apple Inc.

Redistribution of the software in source form is not permitted.

WARRANTY AND LIMITATION OF LIABILITY
This software is provided by Licensor "as is" and any express or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed. In no event shall Licensor be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data or profits; or other business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this software, even if advised of the possibility of such damage. IN THE EVENT THAT ANY EXCLUSION CONTAINED IN THIS EULA SHALL BE HELD TO BE INVALID FOR ANY REASON AND LICENSOR BECOMES LIABLE FOR LOSS OR DAMAGE THAT MAY LAWFULLY BE LIMITED, SUCH LIABILITY SHALL BE LIMITED TO THE GREATER OF THE PRICE PAID TO LICENSOR FOR THE COMPONENT.

Licensor is not aware of any rights of third parties which oppose the utilisation purposes of Licensee. Licensor is not liable, however, for this licensed software and the licensed know how being free of rights of third parties. A small part of PSPDFKit's source code contains and uses source code developed and owned by third parties according to specific open source license agreements listed under https://github.com/PSPDFKit/PSPDFKit-Demo/blob/master/ACKNOWLEDGEMENTS. These license agreements are fulfilled as long as the PSPDFKit Resource Bundle is added to the final application.

If Licensee is accused by third parties of infringing intellectual property rights due to the use of PSPDFKit, Licensor promises to provide Licensee with information and documents to help Licensee defending such claims as far as the Licensor is able to do so without the breach of third party obligations and while maintaining its own confidentiality interests. All costs involved in such activities shall be borne by Licensee. Licensee shall report any detected faults or defects of PSPDFKit to Licensor, in order to enable Licensor to remove such faults or defects in course of the provision of updates or of a further product development.

DURATION AND TERMINATION OF AGREEMENT

This Agreement is concluded for an indefinite period of time. Each party may terminate this Agreement in writing by the last day of every month with a three month notice. In the case of a material breach of this Agreement by one party, the other party shall have the right to terminate the Agreement for just cause. With respect to Licensor, valid reasons for a termination are in particular non compliance by Licensee with any provision of this Agreement or default of payment. A termination of this Agreement does not affect licenses already legitimately granted to Licensee's customers under this Agreement. After termination of this Agreement, Licensee is obliged to remove PSPDFKit fully from his software development environment and to delete the corresponding files. Furthermore, Licensee is not permitted to grant any further sublicenses to his customers or to distribute software applications to which PSPDFKit is linked to or integrated in.

PARTNERSHIP DISCLOSURE

Licensor or any future maintainer of PSPDFKit is permitted to list and disclose Licensee's name or company and those products of the Licensee including PSPDFKit on Licensor's product website and related material.

MISCELLANEOUS

This Agreement is personal to Licensee and may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without Licensors prior written consent and any action or conduct in violation of the foregoing shall be void and without effect. Licensor expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder.

This Agreement constitutes the entire agreement between Licensee and Licensor pertaining to the subject matter hereof, and supersedes any and all written or oral agreements with respect to such subject matter. Licensor reserves the right, in his sole discretion to modify this Agreement at any time. With downloading and integrating updated versions of the licensed software, you agree to the respectively latest version of this Agreement. You shall be responsible for reviewing and becoming familiar with any such modification.

GOVERNING LAW AND PLACE OF JURISDICTION

Both parties agree to the application of the laws of Austria with the exclusions of its conflict of law rules to govern, interpret and enforce all of Licensee's and Licensor's rights, duties, and obligations arising from or relating in any manner to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply. For all disputes arising out of or related to this Agreement or during the initiation of a contract to license PSPDFKit, the sole place of jurisdiction shall be the relevant court in Vienna, Austria. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of Licensor to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit Licensors rights with respect to such breach or any subsequent breaches.

Last updated July 26, 2013