

Sejda Desktop End-User License Agreement

Effective starting: March 30, 2020

The software that is subject to this End User's Software License Agreement ("EULA", "Agreement") is the Sejda PDF Desktop software (the "Software").

This EULA is a legally binding agreement between the end user (the "Licensee" or "you") and Sejda BV (the "Licensor") pursuant to which the Licensor licenses the use of the Software to the Licensee. If you are agreeing to this EULA not as an individual but on behalf of your company, then "Licensee" or "you" means your company, and you are binding your company to this EULA.

Any installing, accessing, or using the Software by you (the "Licensee") constitutes Licensee's acceptance of, and promise to comply with, all of the terms and conditions of this EULA.

The Software must be activated with a license key in order to operate after installation. The procedure to acquire a license key is described in section "Activation".

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Sejda respects your privacy rights and recognizes the importance of protecting any information collected about you. Our privacy policy as amended from time to time is available at <https://www.sejda.com/privacy> (<https://www.sejda.com/privacy>) ("Privacy Policy") and is applicable to this EULA. Our Privacy Policy defines how, why and to which extent we collect and use personal and non-personal information in

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Our general terms of use as amended from time to time are available at <https://www.sejda.com/terms> (<https://www.sejda.com/terms>) ("Terms of Use") and are applicable to this EULA. By installing, accessing or using the the Software you explicitly agree with our Terms of use to any terms and conditions included therein by reference.

Installation

The Licensee is solely responsible for installation and usage of the software. Licensee shall be solely responsible for all expenses incurred in Licensee's installation and use of the Software.

Activation

Use of the Software requires activation. The Software must be activated after installation. To complete activation you must acquire a license key from the Licensor. Upon receipt of payment of the applicable fees, a license key will be delivered as described in section "Delivery". If Licensee has any problem with the activation process, Licensee should contact the customer support at hi@sejda.com

Delivery

Licensor will deliver the applicable license key or login instructions through the Sejda.com website in the user account section (<https://www.sejda.com/account> (<https://www.sejda.com/account>)) or to the email address specified in the Licensee order, upon receipt of payment of the applicable fees. All deliveries under this EULA

will be electronic. For the avoidance of doubt, you are responsible for installation of the Software, and you acknowledge that the Licensor has no further delivery obligation with respect to the Software after delivery of the license keys.

Transfer

Licensee may not sell, assign, or transfer the Software or the License granted by this EULA without prior written consent of the Licensor.

Prohibited Uses

It is expressly forbidden to

- Reverse engineer the source code of the Software or to decompile the Software, except to the extent permitted by mandatory law or applicable open source license;
- Redistribute the Software as part of a product, "appliance" or "virtual server";
- Share your license key(s) or use someone else's license key(s);
- Sublicense the Software or otherwise make available the Software to third parties, including by rental, Software-as-a-Service models or otherwise;
- Modify the Software, except to the extent permitted by mandatory law;
- Remove or obscure copyright or trademark notices, or the copyright and trademark notices of third parties that have been included in the Software;
- Use the Software in any manner that is illegal or not authorized by this EULA;

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If you are agreeing to this EULA as an individual, if you purchased 1 license you may install and activate the Software on up to 2 compatible personal computers or workstations of which you are the primary user, only if you are the only one using the Software on these computers.

If you are agreeing to this EULA not as an individual but on behalf of an entity, you may install and activate the Software on a number of personal computers or workstations up to the number of licenses you purchased; provided, however, that the maximum number of users accessing and using the Software is equal to the number of purchased licenses. For the avoidance of doubt, if you purchased 5 licenses, you may install and activate the Software on 5 workstations, and it may only be used by 5 users in total.

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If you are agreeing to this EULA not as an individual but on behalf of an entity, you may install a copy of the Software on an hardware partition, terminal server, or in any other virtualization environment (collectively "Virtualization Environment") within your internal network for the sole and exclusive purpose of permitting individual users within your organization to access and use the Software through the Virtualization Environment from another computer provided that the total number of users that access or use the Software at any given time does not exceed the number of purchased license keys.

For the avoidance of doubt, if you purchased 5 licenses, you may make the software available for use on a virtualization environment by 5 users in total. For the avoidance of doubt, in a cluster of 10 virtualization servers, hosting a total of 100 users, out of which just a total of 7 users will be using the Software, you would need to purchase 7 licenses. For the avoidance of doubt, if 7 users may ever access the Software, and there's at most 2 concurrent users using the Software at the same time, then you would need to purchase 7 licenses.

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In order to help us improve the Software, when the Software encounters certain errors, it will automatically send some information to the Licensor servers about the error. This feature can be opted out from the Software settings and you can choose not to send the information. You agree to send to the Licensor servers (1) Error information about the task that failed such as settings used, edits performed, log output, file names used; (2) Operating system information such as RAM allocation, hostname, currently logged in username; and (3) Product information such as the name and version of the Software.

Software Updates

The Licensor from time to time releases updates that address bugs or improve the functioning of the Software but he is not obliged to.

Newer versions of the the Software will require purchasing a new license. The Licensor might make small updates or patches to older versions available for free, but he is not obliged to.

The Software will alert you to any available updates. This requires an active internet connection. Installation of updates is performed only with your separate consent.

Data Responsibility

We do our best to ensure the Software runs without errors. Still, we can't guarantee that your files will not be damaged or lost.

You acknowledge that Licensor will not be responsible for any failures caused by files processed with the Software.

You acknowledge that Licensee is also responsible for validating the correctness of files (both input and output) processed with the Software.

Support

The Licensor shall provide the Licensee with a reasonable level of support through its website and/or e-mail. The Licensor however does not guarantee that all requests for support or bug reports are taken into consideration.

Termination

This Agreement remains in force until terminated.

If Licensee breaches this EULA, and fails to cure any breach within 14 calendar days after request from the Licensor, or the Licensor authorized representative, the Licensor may terminate this EULA, whereupon all rights granted to Licensee shall immediately cease.

The Agreement may be terminated by the Licensee at any time by providing 14 calendar days notice. This Agreement terminates automatically and immediately in case you enter into bankruptcy, apply for a suspension of payments, your assets are seized, you pass away, or in case you enter into liquidation, legal dissolution or winding-up.

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Governing Law

This Agreement will be governed by and construed in accordance with the applicable laws of the Netherlands. If you have a complaint, please let us know and we'll respond quickly. Disputes will be submitted to the competent court in Amsterdam, Netherlands.

Licensor Address

Sejda BV is a private company (besloten vennootschap) having its principal place of business at Kanteel 91 1083DC, Amsterdam, Netherlands. KvK-nummer: 68286945
BTW-identificatienummer: NL857376202B01

Severability

If any provision of this EULA is determined by a court of competent jurisdiction to be contrary to law that provision will be enforced to the maximum extent permissible and the remaining provisions of this EULA will remain in full force and effect.

Proof of Compliance

Within 14 calendar days after request from the Licensor, or the Licensor authorized representative, Licensee will provide full documentation, and certify under penalty of perjury, that Licensee's use of any and all Software is in conformity with this EULA.

Miscellanea

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