

CardWerk SmartCard API License Agreement

All rights of the CardWerk SmartCard API Development Kit are reserved.
Copyright © 2004-2021 CardWerk Technologies, Kennesaw, GA, USA.

Rev. January 18, 2021

License Agreement

§1 This License Agreement is a legal agreement between you (“YOU”), either an individual or a company, and CardWerk Technologies (“CARDWERK”) for the CardWerk SmartCard API (Professional) Development Kit (“SOFTWARE”). By installing, copying, or otherwise using the SOFTWARE, you agree to be bound by the terms of this License Agreement. If you do not agree to the terms of this License Agreement, do not purchase, install or use the SOFTWARE.

License conditions

§2 The SOFTWARE is protected by copyright laws and international copyright agreements, as well as other intellectual property laws and agreements. No part of the SOFTWARE or the manual may be multiplied, disseminated or processed in any way without the written consent of CARDWERK. Violations of these conditions will be prosecuted in every case.

§3 The use of the SOFTWARE is done at your own risk. CARDWERK accepts no liability for any damages, either as direct or indirect consequence of the use or abuse of this product or software. The SOFTWARE is being licensed and not sold.

§4 You may not reverse engineer, decompile, or disassemble the SOFTWARE or any assemblies downloaded with SmartCardAPI software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

SOFTWARE may contain components for third-party smart cards. Such card software modules may contain cryptographic key material or confidential data. You may not reverse engineer, decompile, or disassemble such CardModule under any circumstances.

§5 You may not transmit the SOFTWARE, or any parts of it without the prior permission of CARDWERK.

§6 You may use the SOFTWARE **free of charge for evaluation purposes or for any non-commercial private or non-commercial educational use**. You may not redistribute the runtime files of SOFTWARE under these terms.

§7 For any commercial use or for redistribution of the runtime files, a commercial license is required.

License for commercial use

If you have purchased a commercial license of the SOFTWARE you will be granted the following additional non-exclusive rights:

§8 You may use the SOFTWARE for commercial projects.

- Usage is limited to one developer
- Usage is limited to one software application
- Usage is limited to end-user applications
- Usage within products distributed to and used by software developers to integrate chip cards or readers is prohibited

§9 You may redistribute the runtime files (listed below) according to the following terms.

- The runtime files may only be redistributed with your own software application.
- The runtime files may only be redistributed with applications that contain functionality based on the CardWerk SmartCard API.
- The runtime files may only be redistributed with applications that add considerable functionality to the CardWerk SmartCard API.

- Redistribution of the runtime files on their own is expressly prohibited.

§10 If you have purchased a commercial license that includes the source code of the CardWerk SmartCard API, then the following additional terms apply.

- The source code must not be redistributed or disclosed to third parties in any way.
- The source code may be modified and used to rebuild the redistributable runtime files as needed. If a modified version of the runtime files is created, then it must only be redistributed using a name different from the original name. This is in order to clearly distinguish modified files from the original files.
- Redistribution in smart card SDKs and is prohibited
- Redistribution of modified builds must use obfuscation to prevent disassembly
- Redistribution within products distributed to and used by software developers to integrate chip cards or readers is prohibited
- CardModule.xyz assemblies are excluded from source code license; only available as binaries
- DataModule.xyz assemblies are excluded from source code license; only available as binaries
- ReaderModule.xyz assemblies are excluded from source code license; only available as binaries
- SecurityModule.xyz assemblies are excluded from source code license; only available as binaries

Redistributable Runtime Files

The following file may be redistributed according to §9:

- SmartCard.dll
- de/SmartCard.resources.dll
- CardModule.xyz (only available as binaries)
- DataModule.xyz (only available as binaries)
- ReaderModule.xyz (only available as binaries)
- SecurityModule.xyz (only available as binaries)