

EVALUATION LICENSE AGREEMENT FOR BINARY PDF TOOLS

Version 1.4.1

RECITALS

This License Agreement is between PDF Tools AG, located at Geerenstrasse 33, 8185 Winkel, Switzerland ("SUPPLIER"), and the evaluation persons ("LICENSEE").

WHEREAS, SUPPLIER and LICENSEE, desire to enter into a License Agreement whereby SUPPLIER will license to LICENSEE, certain computer software programs for **evaluation** purposes.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

1 DEFINITIONS

1.1 BINARY PDF TOOL means the compiled, linked and executable code of one of SUPPLIER'S PDF tools including but not limited to PDF Library SDK, PDF Prep Tool Suite, PDF Command Line Suite, PDF Form Filling & Flattening Tool, PDF Batch Stamp Tool for Windows, Unix and Mac/OS X, also referred to as CLASSIC PDF TOOLS, and the SUPPLIER'S line of 3-Heights™ PDF tools for Windows, Unix, Mac/OS X and other platforms, also referred to as 3-Heights™ PDF TOOLS.

1.2 EVALUATION SOFTWARE means a BINARY PDF TOOL made available for a limited time (30 days) with the intent that LICENSEE can determine if the software suits his/her requirement.

1.3 LICENSED EVALUATION SOFTWARE means the particular EVALUATION SOFTWARE licensed to LICENSEE by SUPPLIER under this Agreement.

2 LICENSE GRANT

SUPPLIER grants to LICENSEE, for the term of this Agreement, a non-exclusive, non-transferable, corporation/company-wide right to:

2.1 Use the LICENSED EVALUATION SOFTWARE as is and (where desired) incorporate into, or use alongside LICENSEE'S own applications for internal evaluation purposes only. This license does not allow using LICENSED EVALUATION SOFTWARE for software development or any task other than for the purpose of evaluating the LICENSED EVALUATION SOFTWARE.

2.2 Incorporate the LICENSED EVALUATION SOFTWARE in evaluation versions of LICENSEE's applications if there exists a valid OEM license agreement for those applications between SUPPLIER and LICENSEE.

2.3 No other use of the LICENSED EVALUATION SOFTWARE is permitted.

3 PROPRIETARY PROTECTION

3.1 LICENSEE acknowledges and agrees that the LICENSED EVALUATION SOFTWARE contains valuable trade secrets and proprietary information that are the property of SUPPLIER. LICENSEE covenants and agrees not to encumber the LICENSED EVALUATION SOFTWARE in any manner, nor market, sell, assign, lease, transfer, license or sub-license the LICENSED EVALUATION SOFTWARE or any part or parts thereof, other than in accordance with the terms and conditions of this Agreement.

3.2 LICENSEE shall protect the confidentiality of the LICENSED EVALUATION SOFTWARE and any documentation provided with the LICENSED EVALUATION SOFTWARE, and of all trade secrets and proprietary or other confidential information contained in such software documentation or libraries to at least the degree as the protection provided LICENSEE with respect to LICENSEE's own proprietary and confidential materials. Notwithstanding the preceding sentence, the protection required by LICENSEE under this paragraph shall not be less than reasonable protection. LICENSEE shall not knowingly allow or facilitate any attempt to recreate, generate, or reverse-engineer any version or any portion of any version of the LICENSED EVALUATION SOFTWARE by any person, nor shall LICENSEE aid, abet, or knowingly permit others to do so.

3.3. LICENSEE shall be liable to SUPPLIER for any and all damages incurred by LICENSEE as a direct or indirect result of any unauthorized disclosure of confidential information, including court costs and reasonable attorney fees. Additionally, LICENSEE acknowledges and agrees that disclosure of the trade secrets or proprietary or other confidential information of SUPPLIER or uses of the LICENSED EVALUATION SOFTWARE in breach of this Agreement is likely to cause SUPPLIER harm for which damages may not be adequate remedy, and that SUPPLIER shall, therefore, be entitled to equitable relief to restrain such breach, without prejudice to any other right or remedy.

4 LIMITATION OF WARRANTY AND LIABILITY.

THE LICENSED EVALUATION SOFTWARE AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS", WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS OTHERWISE PROVIDED IN SECTION 5 BELOW. SUPPLIER WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA OR OTHER BUSINESS INFORMATION OR OTHER SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

5 PATENT AND COPYRIGHT

5.1 SUPPLIER shall have no liability for, and LICENSEE shall indemnify and hold SUPPLIER harmless from, any claim in which the alleged infringement arises from (1) the use of other than a current, unaltered version of the LICENSED EVALUATION SOFTWARE, or (2) the use of LICENSED EVALUATION SOFTWARE that has been modified or merged with other programs by LICENSEE.

6 MAINTENANCE

6.1 LICENSEE does not have a right to receive maintenance, technical support, or updates for LICENSED EVALUATION SOFTWARE under this Agreement. Maintenance, technical support, and updates may be provided at SUPPLIER'S discretion.

7 TERM AND TERMINATION

6.1. This Agreement shall be effective upon execution by both parties or upon time when LICENSEE receives the LICENSED EVALUATION SOFTWARE, whichever occurs first.

6.2 Unless terminated earlier under the provisions of this agreement, this Agreement shall remain in force for a period of **thirty (30) days** from the effective date of this Agreement.

6.3 Immediately after termination of this Agreement, LICENSEE shall cease to use the LICENSED EVALUATION SOFTWARE and remove all copies from all storage devices, unless a full license is purchased.

8 ENTIRE AGREEMENT

7.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations and agreements with respect to this subject matter, whether oral or written.

7.2 If LICENSEE desires to buy a full product license, this agreement will be superseded by a new license agreement.