# **PDFlib GmbH License Agreement for Font Software**

PDFlib GmbH, Franziska-Bilek-Weg 9, 80339 München, Germany phone +49/89/452 33 84-0, fax +49/89/452 33 84-99 sales@pdflib.com, support@pdflib.com, www.pdflib.com

#### 1 Definitions

This agreement defines the licensing terms for the following font software products which will be collectively referred to as the Font Software in this agreement:

- (a) MS Mincho TTC ( MS Mincho TTF, MS PMincho TTF)
- (b) MS Gothic TTC (MS Gothic TTF, MS PGothic TTF, MS UI Gothic TTF)

These fonts are distributed by PDFlib GmbH under license from Ascender Corporation who licensed the fonts from Microsoft Corporation.

The term Product of the PDFlib Family shall be used in the following to refer to any of the following software products:

- (a) PDFlib 7 or above
- (b) PDFlib+PDI 7 or above
- (c) PDFlib Personalization Server (PPS) 7 or above

Other versions of these products, e.g. PDFlib 6, are not understood to be a Product of the PDFlib Family as far as this License Agreement is concerned.

#### 2 License to use the Font Software

Licensee is granted the non-exclusive and perpetual right to use the Font Software on a number of computers. The Font Software may be used for any purpose related to generating PDF documents with a Product of the PDFlib Family, including embedding the fonts in the generated PDF files. The license is bound to a license for a product of the PDFlib Family according to the restrictions set forth in section 3.

### 3 Restrictions

The license to use the Font Software must be exercised with one or more Products of the PDFlib Family, where each such Product requires a software license which must be obtained by Licensee separately.

To clarify, the Font Software may only be used in conjunction with generating PDF documents with a Product of the PDFlib Family on an operating system platform for which a valid commercial PDFlib license has been obtained by Licensee. The number of computers on which the Font Software is used must not exceed the number of licenses for Products of the PDFlib Family that Licensee obtained for the respective operating system platform.

To further clarify, the Font Software may not be used by any other software which is executed on the same or another computer for which a PDFlib Product license is available.

#### 4 Redistribution

Licensee agrees to not redistribute or make publicly available the Font Software.

#### 5 Delivery

The Font Software is delivered in digital format only. Licensee agrees to retrieve the Font Software from PDFlib GmbH's Web site at www.pdflib.com or from one of PDFlib GmbH's distribution partners.

## 6 Consequential Damages Waiver

Neither party will 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 Final Agreement

This agreement constitutes the complete, final and exclusive expression of the parties' agreement, and supersedes all proposals and other communications made between the parties concerning the subject matter hereof. This agreement cannot be modified except by written agreement signed by all the parties hereto.