

DynaPDF License Agreement

DynaForms GmbH

Flasskamp 8, D-58579 Schalksmuehle (Germany)

Phone ++49 (0) 23 55 – 50 97 25

Fax ++49 (0) 23 55 – 50 97 26

Email: info@dynaforms.com

1.0 Definitions

This agreement defines the licensing terms for the following software products:

- DynaPDF Lite
- DynaPDF Professional
- DynaPDF Enterprise

These products, as well as all maintenance updates, which are designated as such by DynaForms, will be collectively referred to as »DynaPDF« in this agreement. DynaPDF is delivered with a digital manual which describes the programming features and their usage.

2.0 Licenses

2.1 Operating systems

DynaPDF is available for Windows, Linux, UNIX, and Mac OS X operating systems. All license models, including the unlimited variations, contain a license for all Windows operating systems, including 64-Bit Windows.

For use under Linux, UNIX, or Mac OS X, an additional, optional operating system license is required which extends the base license to include the specified operating system.

2.1.1 Linux

Linux is available for x86 and RISC CPUs. A special license is required for each of these individual CPU types. A Linux license is then valid for all versions of that CPU type, regardless of the Linux software distribution. Precompiled shared and static libraries are available for "Linux for x86" and "Linux for s390".

The Licensee may compile DynaPDF for any platform, as long as that platform uses the same CPU type as licensed (source code required). Suitable Makefiles are provided with the corresponding license variant.

2.1.2 UNIX

A UNIX license is valid for the specific operating system; the CPU type is irrelevant. Precompiled shared and static libraries are available for IBM AIX 4.3, IBM AIX 5.2, HP-UX 10.2, HP-UX 11, Sun Solaris 8 and Tru64 4.0.

The Licensee may compile DynaPDF for any version of the operation system for which the license applies (source code required). Suitable Makefiles are provided with each license variant.

2.1.3 Mac OS X

A Mac OS X license is valid for all versions of Mac OS X; the CPU type is irrelevant. Precompiled 32 bit and 64 bit Universal Binaries are available for Intel and Power PC based systems. The precompiled libraries can be used on Mac OS X 10.4 or higher.

The Licensee may compile DynaPDF for any version of the operation system for which the license applies (source code required). Suitable Makefiles are provided with each license variant.

2.2 Limited Developer License

The Licensee is granted the non-transferable, non-exclusive, and perpetual right to integrate DynaPDF in their own software products, to use these products in the own company and to distribute these products under their own trade name. The end users of the Licensee acquire no rights to DynaPDF, may use this, however, with the software of the Licensee.

For the license fee, the total number of development workplaces is taken into account, while the number of computers which uses DynaPDF with the software of the Licensee is irrelevant. For example, the Licensee employs two developers which develop software with DynaPDF. The Licensee also uses two computers for testing only. Only two developer licenses are required in this case.

A Developer License is not limited in regard to the number of applications or users of DynaPDF. In addition, the use of DynaPDF in both client and server environments is permitted.

Developer Licenses are **not** valid for Internet Service Providers (see below).

2.3 Internet Service Provider (ISP)

Licenses for ISPs are based on the number of CPUs (processors) regardless of the number of computers on which the software is used. The Licensee is granted the non-transferable, non-exclusive, and perpetual right to integrate DynaPDF in their server environment for use as a web service by an arbitrary number of users. The users or customers of the ISP are permitted to develop their own application on the basis of DynaPDF; they do not need a separate license.

Development or backup machines, which are not used for production purposes, do not require a separate license.

2.4 Unlimited Developer License

An unlimited Developer License permits the Licensee to install and use DynaPDF on an unlimited number of development work-stations. The license costs are calculated solely based on the operating systems on which DynaPDF is used.

2.5 Royalty Free Distribution

The distribution of software products which use DynaPDF either as shared or static library is free of charge.

2.6 Source Code License

The optional source code license contains all source codes which are required to build the library for certain operating systems. DynaPDF was developed in ANSI C++.

Project files are delivered for the following development environments:

- Microsoft Visual Studio 6.0
- Microsoft Visual Studio .Net 2002 (32 bit workspaces, fully prepared for conversion to higher versions like VS 2003 or VS 2005)
- Microsoft Visual Studio .Net 2005 (64 bit workspaces)
- Makefiles for GCC 3.2 or higher (Source code licenses only)

DynaPDF does not use deprecated functions when compiling the library with Visual Studio 2005. However, precompiled 32 bit Windows versions of DynaPDF are compiled with Visual

Studio 6 SP6. The precompiled 64 bit Windows version of DynaPDF is compiled with Visual Studio 2005 SP1.

The Licensee is permitted to make changes to the source codes with the following restrictions:

- Sections of code which are marked as private or which are otherwise disabled must not be used or modified in any way.
- Functions to check, repair, or convert PDF files into certain PDF Standards like PDF/X or PDF/A must not be extended, modified, or added to the library if not already available.
- Changes must be marked and documented with suitable comments. For a Windows DLL, this should include a comment in the *Comments* section of the DLL resource. Shared libraries for Linux or UNIX must be renamed.

Sections of code which are not marked as private and which are not otherwise disabled may be extracted from the library and used in other projects, including those that do not otherwise use DynaPDF methods, with the exception that the classes CFont, CPFParser, CCFF, and all of its members may only be used in conjunction with DynaPDF. Fonts created by these classes may not be used or saved outside of PDF files.

Please note that the issue or transfer of DynaPDF source code or parts of this source code to third parties is **not** permitted.

3.0 Restrictions

3.1 Sublicensing

The Licensee may not resell, transfer, rent or lease DynaPDF. The Licensee is not allowed to transfer the rights obtained under this license to any third party. This license applies to one corporate unit, and does not extend to subsidiaries.

3.2 Usage of DynaPDF

DynaPDF may not be used to create tools whose sole purpose is to linearize, encode, decode, check, repair, or extract pages or other contents from existing PDF files. DynaForms reserves the right to apply DynaPDF for creating such tools.

3.3 Confidentiality

The Licensee agrees not to redistribute or make publicly available any license key received from DynaForms. In addition, the Licensee agrees to not store the license key in the Windows registry or other files in an unencrypted form.

The Licensee agrees to handle source codes from DynaPDF under the terms of their own business secrecy/security policy and only allow access to this to authorized personnel. The issue or transfer of DynaPDF source code or parts of this source code to third parties is not permitted.

3.4 Product Delivery

DynaPDF and documentation are delivered in digital format only. The Licensee agrees to retrieve the program and documentation, as well as any relevant maintenance updates from the Licensor's web site at www.dynaforms.com. Neither digital storage media nor printed documentation will be delivered to the Licensee by DynaForms.

3.5 Maintenance Updates

Maintenance updates are free of charge within the entire period in which DynaPDF is supported. Support for DynaPDF does not end before January 01, 2010.

4.0 Warranty and Support

4.1 Performance of DynaPDF

DynaForms warrants that DynaPDF will perform substantially in accordance with the documentation when used as directed in the documentation. This warranty does not cover use of the program in ways which are not covered in the documentation (e.g., by calling undocumented functions, or by not obeying documented restrictions), or using modified copies of the program unless such modifications have been authorized by DynaForms.

In the event the unmodified program fails to satisfy the limited warranty described above during a warranty period of 30 days after the effective date of this agreement, DynaForms shall promptly, at its expense and in its discretion, provide a correction or workaround for any reproducible errors which are reported by the Licensee and deliver an updated version of DynaPDF, or return a refund of any license fees paid pursuant to this agreement. In this event the Licensee will immediately terminate any use and distribution of DynaPDF.

DynaForms warrants that DynaForms is the owner of DynaPDF with authority to license DynaPDF to the Licensee, and that DynaPDF does not infringe third party intellectual property rights. DynaForms agrees to indemnify, defend the Licensee from any claims either that DynaForms does not own DynaPDF, or that DynaPDF infringes a third party's intellectual property rights.

4.2 Warranty against Disablement

DynaForms guarantees that the full version of DynaPDF can be used without reservation. In addition, DynaForms guarantees that DynaPDF contains no harmful code (like viruses, Trojans, drop dead device, etc), that may be used to access, modify, delete, damage or disable DynaPDF or any other component of the Licensee's computer systems.

If DynaForms becomes aware of any such feature, DynaForms will promptly notify the Licensee thereof.

5.0 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.

6.0 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.

7.0 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.