

## **novaPDF SDK Developer License Agreement (DLA)**

NOTICE TO USERS: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. USE OF novaPDF SDK (the "SOFTWARE") PROVIDED WITH THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL AND/OR USE THIS SOFTWARE. USER'S USE OF THIS SOFTWARE IS CONDITIONED UPON COMPLIANCE BY USER WITH THE TERMS OF THIS AGREEMENT.

### **1. License grant**

- A. SINGLE APPLICATION LICENSE - Upon issuance of a valid REGISTRATION KEY for a SINGLE APPLICATION LICENSE by SOFTLAND and/or its suppliers to you, this DLA grants you the right to develop, market and distribute ONE program or ONE software product that integrates the SOFTWARE. This license allows you to distribute your program or software product to an unlimited number of end users without any additional fees. If you intend to market and distribute a web service, component, wrapper, library or module that integrates the SOFTWARE you need MULTIPLE APPLICATION LICENSE.
- B. MULTIPLE APPLICATION LICENSE - Upon issuance of a valid REGISTRATION KEY for MULTIPLE APPLICATION LICENSE by SOFTLAND and/or its suppliers to you, this DLA grants you the right to develop, market and distribute all your programs, software products, components, wrappers, libraries and modules that integrate the SOFTWARE. This license allows you to distribute your programs, software products, web service, components, wrappers, libraries and modules to an unlimited number of end users without any additional fees.

If your program or software product is post-processing the PDF files then you need a different product named novaPDF OEM.

"You" means the company, entity or individual whose funds are used to pay the license fee.

You may not modify the SOFTWARE or disable any licensing or control features of the SOFTWARE except as an intended part of the SOFTWARE's programming features. This license is not transferable to another company, entity or individual.

### **2. Restrictions**

You may not rent, lease, sub-license, transfer or sell the SOFTWARE. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the SOFTWARE. You may not alter or modify the installer program or create a new installer for the SOFTWARE.

You are not allowed to create a PDF printer driver using the SOFTWARE, or another application similar to a PDF printer driver (whose main purpose is to create PDF files). You can integrate and distribute the novaPDF for SDK printer with your application, but registering the COM object does not register the novaPDF for SDK printer. This means that your end-users will be able to create PDFs without the watermark only from your application, not by printing directly to the printer.

### **3. Evaluation (Not registered)**

This SOFTWARE is not free. When you first obtain a copy of the SOFTWARE, you are granted an unlimited evaluation period. During evaluation a notice will be placed at the end of each page of the generated PDF

(Portable Document Format) file. The notice can be removed by registering the SOFTWARE with a valid REGISTRATION KEY purchased from SOFTLAND and/or its suppliers.

You are expected to use the SOFTWARE on your system and to thoroughly evaluate its usefulness and functionality before making a purchase. This "try before you buy" approach is the ultimate guarantee that the SOFTWARE will perform to your satisfaction; therefore, you understand and agree that there is no refund policy for any purchase of the SOFTWARE.

#### **4. Ownership**

The SOFTWARE is owned and copyrighted by SOFTLAND. Your license confers no title or ownership of the SOFTWARE and should not be construed as a sale of any right in the SOFTWARE.

#### **5. Distribution**

You may make and distribute unlimited copies of the SOFTWARE, as long as each copy that you make and distribute contains this agreement, the SOFTLAND novaPDF SDK installer, and the same copyright and other proprietary notices pertaining to this SOFTWARE. If you download the SOFTWARE from the Internet or similar on-line source, you must include the SOFTLAND copyright notice for the SOFTWARE with any on-line distribution and on any media you distribute that includes the SOFTWARE.

You can distribute with your program or software product that integrates the SOFTWARE, any file which is part of the SOFTWARE, provided that you will not disclose to your end users the license key of the SOFTWARE, but not the SOFTLAND novaPDF SDK installer. The license key must be built in your program or software product. You are not required to include this license agreement in the distribution of your program or software product that integrates the SOFTWARE.

#### **6. Licensed Fonts**

Some fonts are subject to a license granted by the owner of the font. This license may provide that the font may NOT be embedded or otherwise distributed without a license from the font owner. Users of the SOFTWARE are responsible for obtaining the necessary license from the owner of the aforementioned fonts if the user wishes to embed them. Failure to obtain the necessary licenses may expose the user to legal claims by the owners of these fonts. SOFTLAND and its suppliers assume no responsibility for such claims.

#### **7. Program credits**

This SOFTWARE makes use of the following freeware components:  
'zlib' general purpose compression library version 1.1.4, March 11th, 2002  
Copyright (C) 1995-2004 Jean-loup Gailly and Mark Adler  
<http://www.zlib.org/>

The Independent JPEG Group's JPEG software  
"this software is based in part on the work of the Independent JPEG Group"  
Copyright (C) 1991-1998, Thomas G. Lane.

#### **8. Copyright**

The SOFTWARE is licensed, not sold. The SOFTWARE and all rights are owned by SOFTLAND and/or its suppliers and are protected by copyright law and international copyright treaties. You acknowledge that no title

to the intellectual property in the SOFTWARE is transferred to you. You further acknowledge that title and full ownership rights to the SOFTWARE will remain the exclusive property of SOFTLAND and you will not acquire any rights to the SOFTWARE except as expressly set forth in this license.

#### **9. Termination**

The License is in effect until terminated. You may terminate this License at any time by ceasing any and all use of the SOFTWARE, and deleting or destroying the SOFTWARE. This agreement shall terminate automatically upon breach of any term of this agreement. Upon termination you shall destroy all copies of the SOFTWARE and you must remove the SOFTWARE from all your programs and software products. Sections titled "Ownership", "Restrictions", "Copyright", "No Warranty, No Liability", "Governing Law" and "Entire Agreement" shall survive any termination of this agreement.

#### **10. No Warranty, No Liability**

SOFTLAND AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION. SOFTLAND AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL SOFTLAND OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SOFTLAND REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU HEREBY ASSUME THE ENTIRE RISK OF ALL USE OF THE COPIES OF SOFTWARE COVERED BY THIS LICENSE.

#### **11. Governing Law**

This agreement is governed by the laws of Romania. Any claim, dispute or controversy with respect to, in connection with or arising out of this agreement shall be subject to and decided by arbitration in the City of Cluj-Napoca, County of Cluj, Romania. If any part of this agreement is found void and unenforceable by a court of competent jurisdiction, it will not affect the validity of the balance of the agreement, which shall remain valid and enforceable according to its terms.

#### **12. Entire Agreement**

This agreement is the final, complete and exclusive agreement between you and SOFTLAND that supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this license.

Copyright © 2002-2010 Softland. All rights reserved.