

## EVALUATION LICENSE AGREEMENT FOR PDF TOOLS

### Version 1.5

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

## 1 DEFINITIONS

- 1.1. LICENSED EVALUATION SOFTWARE means a PDF TOOL made available for a limited time (30 days) with the intent that LICENSEE can determine if the software suits his/her requirement, under the provisions of 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. No other use of the LICENSED EVALUATION SOFTWARE is permitted.

## 3 INTELLECTUAL PROPERTY

- 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 agrees not to market, sell, assign, lease, transfer, copy, license or sub-license the LICENSED EVALUATION SOFTWARE or any part or parts thereof, other than in accordance with the conditions of this Agreement
- 3.2. 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.

3.4. 3-Heights™ is a registered trademark of PDF Tools AG

## 4 WARRANTY AND LIABILITY

- 4.1 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.
- 4.2 SUPPLIER is not bound to any warranty or liabilities. In particular, SUPPLIER is not liable for results produced by the LICENSED EVALUATION SOFTWARE, for subsequent defects, for loss of profits, or for any other damages incurred by LICENSEE.

## 5 MAINTENANCE

- 5.1 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.

## 6 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.
- 6.4 If LICENSEE purchases a full product license, this agreement will be superseded by a new license agreement.

## 7 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.