

GdPicture.NET End User License Agreement

1) INTRODUCTION

1.1. This Agreement is a license agreement between you and ORPALIS (the “Author”) for the use of an edition of the computer software development kit (the “SDK”) you have purchased or downloaded for evaluation purposes (“GdPicture.NET” and/or “DocuVieware” at current major version).

1.2. We, ORPALIS (the “Author”) reserve the right to modify at whenever required time, the content of this Agreement (“Agreement” or “EULA”)

1.3. You accept this Agreement by clicking the “I accept” button where this option is made available to you by us, ORPALIS (the “Author”) in the user interface regarding End User License Agreement (EULA) of our products.

1.4. By using GdPicture.NET products (including DocuVieware), either by evaluating or purchasing it, you agree to be bound by all the terms and conditions of this Agreement.

1.5. This Agreement is the entire agreement between you and us, ORPALIS (the “Author”) and supersedes any other communication or advertising with respect to GdPicture.NET and related products. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

2) EDITIONS

2.1. GdPicture.NET is sold under 3 different editions:

- GdPicture.NET Document Imaging SDK Ultimate*
- GdPicture.NET Document Imaging SDK
- GdPicture.NET Document Viewer SDK

* Includes all Plugins and one DocuVieware development license.

Features are packaged into different Editions of the SDK as described in the Comparison Matrix page located at: <http://www.gdpicture.com/products/dotnet-sdk-comparison-matrix/>

3) DocuVieware

3.1 DocuVieware is an universal HTML5 and Document Management toolkit, standalone product whose licensing rules are stated as below.

3.2 DocuVieware licensing comprises:

- DocuVieware development-licensing, and
- DocuVieware distribution-licensing.

3.3 DocuVieware development licensing

3.3.1 DocuVieware development licenses are bundled with GdPicture.NET SDK Ultimate Edition licenses (starts with GdPicture.NET major version v.11) and, therefore, are subject to all GdPicture.NET regulatory amendments, as below specified.

3.4. DocuVieware distribution licensing

3.4.1 In order to distribute your works that relates to DocuVieware, you will need to license distribution rights.

3.4.2 Distribution licensing concerns rights to distribute your DocuVieware-based works and does not regulate your DocuVieware nor GdPicture.NET development rights.

3.4.3 DocuVieware distribution licensing is server-based.

3.4.4 The term “server” with regard to DocuVieware distribution licensing is defined by us, ORPALIS, as a physical or virtual machine or computing device on which you have installed DocuVieware software in order to deploy and provide your DocuVieware-based works to your users.

3.4.5. You may distribute your unlimited works based-on (or linked-to) DocuVieware, on a server once you have acquired a server deployment license.

3.4.6 Each server deployment requires a distribution licensing.

3.4.7 Unlimited distribution rights licensing is available solely upon direct negotiation.

4) EVALUATION LICENSING

4.1. “Evaluation License” allows users to fully evaluate the SDK during an evaluation period of sixty (60) days from the date the SDK is first used.

The evaluation license key unlocks all features and all plugins of the SDK for 60 days, thus providing for test an “Ultimate” Edition of the SDK.

It is up to evaluators to test only the components (SDK features and plugins features) they are looking for.

Feature bundles and plugins are described in the Comparison Matrix located here:
<http://www.gdpicture.com/comparison/dotnet-sdk-comparison-matrix.php>

4.2. The evaluation license is provided for evaluation purposes only, not for production use.

4.3. Evaluators requiring an evaluation period beyond the initial 60 days can contact us by creating a sales support ticket.

5) COMMERCIAL LICENSING

5.1. Three different license types are available for each of the GdPicture.NET editions and plugins:

a) per-developer license per-developer license (1,2,3,4,5 or 6 developers)

This license type entitles 1,2,3,4,5 or 6 developers and/or build machine, of the same organization at a single physical address to write software with access to GdPicture.NET.

b) site license

This license type entitles an unlimited number of developers of the same organization at a single physical address to write software with access to GdPicture.NET.

c) Worldwide license

This license entitles an unlimited number of developers of the same organization at an unlimited number of physical addresses to write software with access to GdPicture.NET.

5.2. The commercial license(s) of different SDK Editions selectively unlock the set of features of the SDK Edition as described in the Comparison Matrix and commercial licenses of a plugin completely unlocks the plugin.

5.3. Use of the SDK requires one license for each developer and user within your organization who will launch the compilation process of any application linking GdPicture.NET. For example, if your organization has 3 developers, 2 of which will work directly with the GdPicture SDK and another 1 will not work directly with the SDK but he will nevertheless launch the compilation process of the project(s) including our product, you will need to purchase $2 + 1 = 3$ licenses.

5.4. Licenses are non-transferable between developers. Therefore, if a company has “x” developers who will use the SDK, the company requires “x” licenses, purchased according to paragraph 4.1. above. The same provision applies if, for example, the developers will not be working with the SDK at the same time.

5.5 You are forbidden to disclose your license key(s) to third parties.

5.6. You are not allowed to sell GdPicture.NET products(s) or your license key(s) to other people.

5.7. You are prohibited from disclosing your license key(s) to other people.

5.8. You are not allowed to disclose your license key(s) on a public web page (any page that can be read outside of your organization).

5.9. You may not rent, lease, sub-license or transfer GdPicture.NET, GdPicture.NET copies, documentation, license keys or your rights under this license without the prior written consent of ORPALIS (the “Author”).

6) USE OF THE SDK

6.1. You may not alter, decompile, disassemble, or reverse engineer GdPicture.NET products, including DocuVieware.

6.2. GdPicture.NET SDK may not be used to develop software toolkits, API, libraries, components, command line software, REST API or any kind of third party software, except as authorized in writing by a duly authorized officer of ORPALIS.

6.3. Legally purchased GdPicture.NET may be embedded in any application or system developed by you or your organization and distributed without restriction.

6.4. You may modify the source code versions of sample files, if any, included with the SDK for the purpose of creating your own application(s).

6.5. You must distribute your application(s) under a written agreement that prohibits reverse engineering, decompilation or disassembly of the applications(s) and clearly require from the customers of your application(s) to abide by the previously stated conditions.

6.6. You may not remove or alter our copyright notices.

6.7. You are not allowed to use our name, logo or trademarks to market your application without our prior, written consent.

7) GDPICTURE.NET SERVER AND WEB DEPLOYMENT

7.1. This chapter is not related to DocuVieware distribution licensing nor to DocuVieware-based works deployment.

7.2. This chapter concerns GdPicture.NET SDK only.

7.3. No extra-fees are charged for GdPicture.NET SDK server deployment.

7.4. GdPicture.NET may be used on any server, as long as access to the functionalities of our components is done via your own software and into your own machine. In other words, the public should not have direct access to GdPicture.NET binaries or key.

7.5. GdPicture.NET may be installed on any third party hosting server as long as each developer using GdPicture.NET has its own license key.

7.6. GdPicture.NET may be installed on a shared hosting server, provided that each customer accesses GdPicture.NET with its own license key.

7.7. GdPicture.NET may not be installed on a hosting provider's server with a single license key used by all the hosting provider's customers.

7.8. You are not allowed to publish web applications, using GdPicture.NET on the client side, on public website. This is allowed only in private intranets.

8) REDISTRIBUTION

8.1. No royalties are payable for the re-distribution of GdPicture.NET.

8.2. Legally purchased GdPicture.NET SDKs and plugins can be distributed with your application (desktop or server) on a royalty-free basis. This means that you can distribute as many applications using GdPicture.NET as you wish, without restrictions or royalties.

8.3. Redistribution of GdPicture.NET outside the company owning the license is granted during a period of twelve months following the acquisition date. A separate maintenance contract is required to extend the redistribution right after the twelve months following the acquisition date. In other words, royalty free deployment is available as long the SDK is covered by an active maintenance and technical support contract.

9) SDK MAINTENANCE AND TECHNICAL SUPPORT

9.1. ORPALIS maintains only the latest SDK version. SDK maintenance includes bug fixes, new features, new versions (including major versions) and enhanced functionalities. SDK maintenance is automatically granted to owners of a SDK acquired in the last twelve months. A separate maintenance contract is required to extend the maintenance after the twelve months following the acquisition date.

9.2. Technical support is available to users owning a valid support plan (or SLA). A SLA is automatically granted to owners of a SDK acquired in the last twelve months.

9.3. Each developer with an active support plan is allowed to open up to 10 tickets for a commercial license and up to 5 tickets for evaluation. Additional support plans can be purchased separately.

9.4. Before creating a support ticket you have to make sure that you are using the latest available version of the SDK.

9.5. Technical support is provided for the problems which you cannot reasonably be expected to resolve by yourself. This includes any bug proven to be related to our product but excludes any code writing for your own applications development. It also excludes issues described and published in our online wealth of resources: online guides, online forums, knowledge-base and FAQ page of our website.

9.6. Response time depends on the complexity of the reported issue and/or the completeness and accuracy of provided information for investigation/reproducing purposes (code snippets, files generating the issue, hardware/software environment information, and so forth).

9.7. The Author's entire liability and your exclusive remedy with respect to a breach by the Author of its support and maintenance obligations under this Section 9 will be, at the Author's discretion, to attempt to correct or help you resolve errors with efforts that we, ORPALIS (the "Author") believe appropriate to the problem, to replace GdPicture.NET with a functionally-equivalent software, or to refund the purchase price and terminate this Agreement.

10) WARRANTIES AND EXCLUSION OF WARRANTIES

ORPALIS represents and warrants that it has and shall have full right and authority to enter into this Agreement and to license the SDK and other technology to you, and that it shall use its best efforts to provide SDK, support and maintenance in accordance with all terms of this Agreement, in a good, timely, efficient, professional and workmanlike manner using (i) then-current technology, (ii) ORPALIS employees and agents who are fully familiar with the technology, and (ii) at least the degrees of accuracy, quality, efficiency, completeness, timeliness and responsiveness as are equal to or higher than the accepted industry standards.

EXCEPT FOR THE PRIOR EXPRESS LIMITED WARRANTIES, THE AUTHOR MAKES, AND YOU RECEIVE, NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR IN ANY COMMUNICATION WITH YOU, AND THE AUTHOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SDK IS PROVIDED "AS IS", THE AUTHOR DOES NOT WARRANT THAT THE OPERATION OF THE SDK WILL BE UNINTERRUPTED OR ERROR-FREE.

IN NO EVENT WILL THE AUTHOR BE LIABLE FOR ANY DAMAGES, INCLUDING LOSS OF DATA, LOST PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM THE USE OF THE SDK OR ACCOMPANYING DOCUMENTATION, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU ACKNOWLEDGE THAT THE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK.

11) LIMITATION OF LIABILITY; INDEMNITY

Except (A) to the extent resulting from the negligence or willful misconduct of ORPALIS or its employees or agents, and/or (B) for ORPALIS' indemnity obligations below: (i) In no event shall ORPALIS be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) arising out of or related to this Agreement or any 'Authorized Users' use of or inability to use GdPicture.NET, even if ORPALIS has been advised of the possibility of such damages. In no event will ORPALIS be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise.

12) TERMINATION

Without prejudice to any other rights, either party may terminate this EULA if the other party materially breaches any the terms and conditions of this EULA, and fails to cure such breach within sixty (60) days after receipt of notice documenting such breach. In the event of termination, you must destroy all copies of GdPicture.NET in your possession.