GdPicture.NET End User License Agreement

1) INTRODUCTION AND DEFINITIONS

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.

1.6 "User" and "End User" means a person or an entity that installs or uses the SDK or Documentation.

2) EDITIONS

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

– GdPicture.NET Document Imaging SDK Ultimate*

– GdPicture.NET Document Imaging SDK

– GdPicture.NET Document Viewer SDK

* Includes all features and one DocuVieware development license.

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

3) DOCUVIEWARE

3.1 DocuVieware is a universal HTML5 Viewer and Document Management toolkit, a 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 specified below.
3.4. DocuVieware distribution licensing

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

3.4.2 Distribution licensing concerns the 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 customers.

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 a User 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 of the SDK for sixty (60) days, thus providing for test an "Ultimate" Edition of the SDK.

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

Feature bundles are described in the Comparison Matrix located here:
https://www.gdpicture.com/products/dotnet-sdk-comparison-matrix/

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 sixty (60) days can contact us by creating a sales support ticket.

4.4. Evaluation license usage is prohibited to develop/maintain an application already covered by a commercial GdPicture license. For example, if a developer is joining a team assigned to the development/maintenance of an application linking GdPicture under a commercial license agreement, this developer must have its own valid commercial license.

5) COMMERCIAL LICENSING

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

a) per-developer license:

This license type entitles 1,2,3,4,5 or 6 distinct Users and/or build machine(s), of the same organization at a single physical address to write software with access to the SDK.

b) site license:

This license type entitles an unlimited number of Users and/or build machine(s) of the same organization at a single physical address to write software with access to the SDK.

c) Worldwide license:

This license entitles an unlimited number of Users and/or build machine(s) of the same organization at an unlimited number of physical addresses to write software with access to the SDK.

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.

5.3. The use of the SDK requires one license for each User within your organization who will launch the compilation process of any application linking the SDK. For example, if your organization has 3 developers, 2 of which will work directly with the SDK and another one will not work directly with the SDK but will nevertheless launch the compilation process of a project linking the SDK, you will need to purchase 2 + 1 = 3 licenses.

5.4. Licenses are non-transferable between Users. Therefore, if a company has "x" Users who will use the SDK, the company requires a "x" Users license purchased according to paragraph 5.3. above. The same provision applies if, for example, the Users 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 The same license cannot be used by two different companies.

5.7. You are not allowed to sell the SDK or your license key(s) to other persons or entities.

5.8. You are prohibited from disclosing your license key(s) to other persons or entities.

5.9. You are not allowed to disclose your license key(s) on the source code of a web page.

5.10. You may not rent, lease, sub-license, or transfer the SDK, SDK copies, documentation, license keys, or your rights under this license without the prior written consent of ORPALIS (the "Author").

5.11 Any owner of any application linking the SDK must own at least one commercial license. For example, if a company X is owning the intellectual property of any application developed or maintained by another company Y, both companies will have to own their own licenses.

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, <u>except as authorized in writing by a duly authorized officer of ORPALIS</u> . This includes internal usage.**

6.3. Binaries of legally purchased SDK may be embedded in any application or system developed by you or your organization as long the SDK is covered by an active SDK maintenance (see 9.4).

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 may not remove or alter our copyright notices.

6.6. 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 SDK 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 SDK binaries or key.

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

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

7.7. GdPicture.NET SDK 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 SDK on the client side.

8) REDISTRIBUTION

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

8.2. Binaries of legally purchased SDK can be distributed with your application (desktop or server) on a royalty-free basis. This means that you can distribute as many applications using the SDK as you wish, without restrictions or royalties, as long the SDK is covered by an active SDK maintenance (see 9.5).

8.3. Redistribution of the SDK is granted during a period of twelve months following the acquisition date. A separate maintenance contract is required to extend the redistribution rights beyond the twelve months period following the acquisition date.

8.4. 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.

9) SDK MAINTENANCE

9.1 The SDK is sold based on a yearly subscription model. An active SDK maintenance is required to install, use, or distribute the SDK.

9.2 An active SDK maintenance is automatically granted to owners of a commercial license during a period of twelve months which starts at the
acquisition date. A separate annual maintenance contract ([Annual Maintenance Contract (AMC))](Annual Maintenance Contract (AMC)) is required to extend the SDK maintenance beyond the initial twelve months period.

9.3 An active SDK maintenance is required to install the SDK binaries for development purpose.

9.4 An active SDK maintenance is required to develop/maintain any application linking the SDK.

9.5 An active SDK maintenance is required to redistribute or allow installation of any application linking the SDK.

10) TECHNICAL SUPPORT

10.1. ORPALIS supports only the latest SDK version in a continuous integration model. This support includes bug fixes, new features, new minor and major versions, and any form of enhancements.

10.2. Technical support is available to Users owning a valid evaluation license or owning a commercial license under an active maintenance.

10.3. Each developer with a maintained license 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.

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

10.5. 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.

10.6. 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).

11) RECORDS AND AUDIT

Users of a commercial license must maintain complete and accurate records relating to their use of the SDK including, but not limited to, copies of all agreements relating to the disclosure of the SDK in Source Code form.

Users must permit ORPALIS or its independent auditors to access, review, and copy such records upon the ORPALIS's reasonable request, to determine the User's compliance with this End User License Agreement.

ORPALIS may request that a User provides information regarding all developers using the SDK.

Users shall respond to each request completely and accurately within thirty (30) days of the date of the request. Notwithstanding the foregoing, a User is not obligated to disclose confidential information of any third party in connection with the audit and may redact any records solely to the extent required to satisfy its confidentiality obligations to third parties.

12) 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.

13) 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 the SDK, 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.

14) 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 thirty (30) days after receipt of notice documenting such breach. In the event of termination, you must destroy all copies of the SDK in your possession.