

# RadaeePDF SDK

## END USER LICENSE AGREEMENT

### Software license agreement for RadaeePDF SDK, formerly PDFViewer SDK

Please read carefully: by using the library (as defined below) and/or clicking on the '**accept**' button below, you (either on behalf of yourself as an individual or on behalf of an entity as its authorized representative) agree to all of the terms of this end user license agreement regarding the use of the software. If you agree with all of the terms of this agreement, click on the '**Agree**' button: you will be able to download the SDK.

#### 1) GRANT OF LICENSE:

Subject to the terms below (the 'Agreement'), Radaee Studio ("Radaee") hereby grants you a non-exclusive, non-transferable license to use the dynamic library RadaeePDF SDK (the 'Software').

Here Radaee is represented by GEAR.it s.r.l., Italy ("GEAR.it").

This EULA applies to the product RadaeePDF SDK, formerly RadaeePDF SDK.

1.1 You are permitted to use the software for development and internal purposes for free and without developers number limitation.

1.2 The Software can be distributed in your applications only with a valid license. You can share the full SDK package inside your company or working team. Any other distribution, transmitted via email, physical media, website or other electronic delivery system is not allowed.



1.3 You may copy the Software for back-up or archival purposes.

1.4 The software can be used to create applications without any limitations. Applications using unlicensed version of RadaeePDF SDK shall be used only for development, testing, demoing purposes. Developers can distribute, publish, sell application containing licensed RadaeePDF SDK. Each license will be strictly tight to a unique application package.

1.5 Each application, identified by a unique application package name (on Android), bundle id (on iOS), unique name/uuid (on Windows8/RT/WindowsPhone) needs a single commercial license. The developer can then distribute that licensed application on the Google Market Play, other services and marketplaces or directly with hand setup on end user devices.

1.6 For the avoidance of doubt, the delivery for use by third parties is not covered by the free use license.

1.7 Each license should be tight to a single self contained application: no external plugins, software module, printer driver (i.e.: via Android intent mechanism) should contain the RadaeePDF SDK binary library, java code or activation key.

1.8 OEMs, device manufacturers and distributors need a special “OEM license” to be able to distribute applications containing RadaeePDF SDK library bundled with their own devices. To obtain the correct license you must write to [sales@radaeepdf.com](mailto:sales@radaeepdf.com)

To know the correct price for this supplementary use, write to [sales@radaeepdf.com](mailto:sales@radaeepdf.com).

1.9 The dynamic library, when packaged within your binary application, may be redistributed royalty free, as long as it is produced using a licensed version of the Software.



1.10 Developers could use, modify and extract any part of the source code they will find in the original distribution package (i.e.: demo project).

1.11 Doing any reverse engineering techniques on binaries, compiled code and native libraries is explicitly forbidden.

Developers who bought Professional or Premium license are eligible to get source codes from Android Java wrapper and interfaces.

1.12 Anyway, GEAR.it and Radaee are not liable for any claim, direct or indirect, and damages resulting from the use of the product arising out of this agreement, except if it is specified and extraordinary allowed. For that product GEAR.it and Radaee are not able to provide support and guarantee its good use.

1.13 Every developer and customer is eligible to receive software update for free.

Licensed version of the library will stay still valid from a RadaeePDF SDK version to a newer one.

Software activation keys won't be affected by software updates.

**2) TITLE:** You acknowledge that no title to the intellectual property in the Software is transferred to you. Title, ownership, rights, and intellectual property rights in and to the Software shall remain that of Radaee and GEAR.it. Copyright and patent laws of Italy and international treaties protect the Software.

### **3) WARRANTY and DISCLAIMER OF WARRANTY:**

3.1 Each party represents and warrants to the other party that, by using the library – covered by this license – when making the download and using it to build up their own applications, automatically



accepts all the terms of this agreement.

In particular:

- (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;
- (b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;
- (c) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and
- (d) in the case of GEAR.it only, GEAR.it represents and warrants that it has the authority to bind Radaee as set forth in this Agreement.

3.2 You agree that both GEAR.it and Radaee has made no express warranties, oral or written, to you regarding the products and that the products are being provided to you 'as is' without warranty of any kind. Radaee disclaims any and all other warranties, whether expressed, implied, or statutory. Your rights may vary depending on the state in which you live. Both GEAR.it and Radaee shall not be liable for indirect, incidental, special, cover, reliance, or consequential damages resulting from the use of this product.

#### **4) LIMITATION OF LIABILITY**

You use this library solely at your own risk. In no event shall both GEAR.it and Radaee be liable to you for any damages, including but not limited to any loss, or other incidental, indirect or consequential damages of any kind arising out of the use of the software, even if



both GEAR.it and Radaee has been advised of the possibility of such damages. In no event will both GEAR.it and Radaee be liable for any claim, whether in contract, tort, or any other theory of liability, exceed the cost of the software. This limitation shall apply to claims of personal injury to the extent permitted by law.

## 5) TERMINATION

The use of the SDK and its license have no time limit.

Anyway, this Agreement shall terminate automatically if you fail to comply with the limitations described in this Agreement. No notice shall be required to effectuate such termination. Upon termination, you must remove and destroy all copies of the Software.

In the event of failure to destroy all copies of the Software, GEAR.it reserves the right to take legal action for damages.

For the avoidance of doubt, failure to pay invoices, sharing of license between applications, and/or reselling of license will result in termination of this agreement.

If you fail to pay for the activation key for the use of the license to third parties, as provided for in paragraph 1, GEAR.it reserves the right to take legal action against you for recovery of the debt and any eventual damages.

## 6) REFUND AND ACTIVATION KEY SUBSTITUTION POLICIES:

*6.1 Inactive licenses (activation key was not issued) within 25 days from purchase:* customers should send a refund request to [sales@radaeepdf.com](mailto:sales@radaeepdf.com). Email should contain refund request reasons and order reference number. The entire license cost will be refunded.

*6.2 Inactive licenses after 25 days from purchase:* customers should



send a refund request to [sales@radaeepdf.com](mailto:sales@radaeepdf.com). Email should contain refund request reasons and order reference number. Refund will be of 85% of the license cost.

*6.3 Active licenses (activation key was issued) for not-yet published applications:* customers should send a refund request to [sales@radaeepdf.com](mailto:sales@radaeepdf.com). Email should contain refund request reasons and order reference number. Customer should attach a signed letter on letterhead paper telling the activation key won't be adopted in any public application. Refund for licenses already tight to an activation key, no matter when the request has been made, will be refunded of 40% of the license cost.

*6.4 Active licenses within published applications:* no refund policy is allowed.

*6.5 Price modification:* if a refund request is for a partial order (i.e.: multi license purchase) license cost will be recalculated to maintain the price of remaining licenses aligned to actual public price list.

Example:

Original order	Original price	Refund quantity	Refund amount (no key, before 25 days)
3 Standard licenses	$\$605 \times 3 = \$1815$	1 Standard license	$(\$605 \times 3) - (\$635 \times 2) = \$545$ <b>not</b> \$605
3 Standard licenses	$\$605 \times 3 = \$1815$	2 Standard licenses	$(\$605 \times 3) - (\$705 \times 1) = \$1110$ <b>not</b> $\$605 \times 2 = \$1210$

*6.6.1 Activation key substitution instructions:* user who need to change the activation key due to application package name/bundleid/uuid



modification should send a signed letter on letter headed paper to [sales@radaeepdf.com](mailto:sales@radaeepdf.com).

The letter should contain: order reference number, old package name, new package name and reason of the modification request.

In the letter should contain that phrase: “(your company name) won’t adopt or redistribute the old activation key anymore in public application. I understand that the use of that old activation key will be considered illegal and subject to lawsuit as per unlicensed use of the software RadaeePDF SDK for Mobiles.”.

*6.6.2 Activation key substitution terms:* the above procedure is available until 6 months from the first activation key emission.

*6.6.3 Activation key substitution limitation:* user can ask for activation key renew only once. More requests will be evaluated at the incontestable discretion of people at GEAR.it.

## **7) MISCELLANEOUS:**

*7.1 Severability:* In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

*7.2 Governing Law:* the laws of the State of Italy will govern This Agreement as they are applied to agreements between Italy residents entered into and to be performed entirely within Italy. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. In the case of legal action, the parties consent to Italian jurisdiction.

*7.3 Entire Agreement:* You agree that this is the entire agreement between you and Radaee, which supersedes any prior agreement, whether written or oral, and all other communications between





Radaee and you relating to the subject matter of this Agreement.

*7.4 Reservation of rights:* GEAR.it and Radaee reserve all rights not expressly granted in this Agreement.

*7.5 Derivative work:* Whether you are licensing the Software as an individual or on behalf of an entity, you may not: (a) reverse engineer, decompile, or disassemble the Software or attempt to discover the source code; (b) modify, or create the Software in whole or in part without the express written consent of Radaee; (c) remove any proprietary notices or labels on the Software.

*7.6 Definitions:* For the purpose of this agreement, "RadaeePDF SDK" means the documentation and runtime technology advertised and marketed by the Company; "RadaeePDF SDK Trial", " RadaeePDF SDK Demo" mean different versions of RadaeePDF SDK with additions as fixed by the Company; *Application* means a computer program with a user interface specifically designed for mobile devices. From that definition plugins, external modules are expressly excluded. Each application shall be auto consistent with all the functionalities included in the same distribution package. Functionalities should be enabled for free, within a fully paid application or enabled through the common scheme called "InApp Purchase".

*7.7 Support:* The Company will employ best efforts to provide free support and will notify users of typical response times. At the Company's discretion, access to support may be restricted or prioritized to deliver a fair service. The Company may introduce and offer other support services from time-to-time.

*7.8 Updates:* The Company will employ best efforts to provide updated Software to support new Android versions and new Android based devices.





**7.9 Free software license:** you should adopt RadaeePDF in your free or trial applications. You should ask for a special license key for that purposes giving to Radaee and GEAR.it information about it. Radaee and GEAR.it won't be obliged to dispose this license to each requirer.

**7.10 Using library for free:** if developers will receive a written permission to distribute the runtime library for free, they should inform end users that they are adopting RadaeePDF SDK in their applications. The below disclaimer should be included in the application:

**“This application adopt RadaeePDF SDK to render and manage PDF files.**

**RadaeePDF SDK is a product from Radaee Studio.**

**See more information at <http://www.radaeepdf.com>”**

And if not differently agreed, developers should use the native library, the runtime and its java compiled wrappers in their *application* for free with some limitation:

1. *Application* should be loaded for free in marketplace: not paid, not premium or inapp purchase enabled application.
2. *Application* should be loaded only in worldwide marketplace (Google Play, Amazon, GetJar, etc.) and not distributed in any privative marketplace or web portal.
3. *Application description in each marketplace should contain explicit reference to RadaeePDF SDK*

**RadaeePDF SDK in a product from Radaee Studio.**

**See more information at <http://www.radaeepdf.com>”**

4. *Application* should show the RadaeePDF SDK watermark and



shouldn't hide it in any way.

5. Developer should communicate the adoption of RadaeePDF SDK in his *Application* in the RadaeePDF.com support forum

**7.11 Addresses and complains:** each requests and complains should be addressed to GEAR.it using these addresses [gear@radaeepdf.com](mailto:gear@radaeepdf.com) or GEAR.it s.r.l., via Brigata Reggio 49c, 42125 Reggio Emilia, Italy.

**RadaeePDF SDK contains code from:**

**FreeType Library**

RadaeePDF SDK is based in part on the work of the FreeType Team.

Copyright 1996–2002, 2006, David Turner, Robert Wilhelm and Werner Lemberg

<http://www.freetype.org/>

**libjpeg Library**

The Independent JPEG Group's JPEG software

Copyright © 1991–2010, Thomas G. Lane, Guido Vollbeding

<http://www.ijg.org/>

**openJPEG library**

The library is developed and maintained by the [Communications and Remote Sensing Lab](#) (TELE), in the [Université catholique de Louvain](#) (UCL), with the support of the [CNES](#), the [CS company](#) and the [intoPIX company](#). The JPWL module is developed and maintained by the [Digital Signal Processing Lab](#) (DSPLab) of the University of Perugia, Italy (UNIPG) and is distributed under BSD license.

<http://www.openjpeg.org/>

**zlib**

Copyright (C) 1995–2012 Jean-loup Gailly and Mark Adler

<http://zlib.net/>

**Arimo font family**

Steve Matteson

<http://www.monotypeimaging.com/ProductsServices/TypeDesignerShowcase>

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**Cousine font family**

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CommonJS specification snapshots are included in the references/ directory. CommonJS is under the MIT license: <http://www.commonjs.org/>.

