

## **END-USER LICENSE AGREEMENT FOR INVESTINTECH SOFTWARE - PDF2POWERPOINT Conversion SDK version 5.0**

**IMPORTANT-READ CAREFULLY:** This Investintech Software License Agreement ("ISLA") is a legal agreement between you ("You" or "Your", either an individual or a single entity) and Investintech.com Inc. ("Investintech") for the Investintech software product identified above, which includes computer software and associated media and printed materials, and may include "online" or electronic documentation ("SOFTWARE PRODUCT" or "SOFTWARE"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, You agree to be bound by the terms of this ISLA. If You do not agree to the terms of this ISLA, promptly return the unused SOFTWARE PRODUCT to the place from which You obtained it for a full refund.

### **SOFTWARE PRODUCT LICENSE**

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

In this ISLA, the following definitions apply:

"Computer" means one central processing unit (CPU) that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

"Permitted Number" means one (1) unless otherwise indicated under a valid license (e.g. volume license) granted by Investintech or agreed to in writing by Investintech.

"Use", "Used" or "Using" means to access, install, download, copy or otherwise benefit from using the functionality of the SOFTWARE in connection with the SOFTWARE documentation.

### **1. GRANT OF LICENSE**

This ISLA is a non-exclusive and non-transferable license and grants You the following rights:

**Systems Software** - You may install and Use one copy of the SOFTWARE PRODUCT on a single Computer at a time and only by one user at a time, or up to the Permitted Number of Computers and users. You may make a single copy of the SOFTWARE solely for archival purposes.

**Network Storage/Use** - You may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, Used only to install or run the SOFTWARE PRODUCT on Your other Computers over an internal network; however, You must acquire and dedicate a license for each separate Computer on which the SOFTWARE PRODUCT is installed or run from the storage device. No other network use is permitted, including, but not limited to, use of the SOFTWARE, either directly or through commands, data or instructions from or to a Computer not part of Your internal network, for Internet or web-hosting services or by any user not licensed to Use this copy of the SOFTWARE through a valid license from Investintech.

**No Concurrent Use** - A single-Use license for the SOFTWARE PRODUCT may not be Used concurrently on different Computers, however, this agreement does allow a licensed user to install the SOFTWARE PRODUCT on both a work Computer and a home or laptop Computer, provided the SOFTWARE PRODUCT is not in use on both machines at the same time.

### **2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS**

**Copying Restrictions** - You may make a single copy of the Product for backup and archival purposes. Each copy shall include in readable format any and all proprietary and copyright notices contained on the original.

**Limitations on Reverse Engineering, Decompilation, and Disassembly** - You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

**Separation of Components** - The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be

separated for use on more than one Computer.

Rental or Lease - You may not rent or lease the SOFTWARE PRODUCT. You may not sub-rent or sublease the SOFTWARE PRODUCT or charge, require payment for or sell the SOFTWARE PRODUCT or use of the SOFTWARE PRODUCT.

User Interface - You may not incorporate a graphical user interface or any interface of any kind in conjunction with the SOFTWARE PRODUCT.

Combination of Components - In conjunction with the prohibition against separation of components of the SOFTWARE PRODUCT, noted above, You may not create or add components to be used in combination with the SOFTWARE PRODUCT, if any purpose of such combination is to package, repack, sell, resell, rent, sub-rent, lease or sublease any portion of the SOFTWARE PRODUCT to any third party to this ISLA.

Prevention of Unauthorized Use - You shall not knowingly permit anyone to use any portion of the SOFTWARE PRODUCT, (a) for the purpose of deriving its source code, or (b) for purposes other than as authorized in this ISLA.

END-USER COMPLIANCE - You agree to use all reasonable efforts to ensure that persons employed by You or under Your direction and control abide by the terms and conditions of this ISLA. In the event that You become aware that the SOFTWARE PRODUCT is being used by such persons in a manner not authorized by this ISLA, You shall immediately notify Investintech in writing of such facts and You shall immediately use all reasonable efforts to have such unauthorized use of the SOFTWARE PRODUCT immediately cease, and to recover any copies of the SOFTWARE PRODUCT that were made in violation of this ISLA.

Third Party Software - The SOFTWARE PRODUCT and its component parts are protected by Copyright and other proprietary rights of Investintech and one or more third party software vendors. You may be held directly responsible by such vendors for acts relating to the SOFTWARE PRODUCT's component parts that are not authorized by this ISLA. To the maximum extent permitted by law, You waive all claims and causes of action against such third party software vendors that arise under this ISLA or in connection with Your use of, or inability to use the SOFTWARE PRODUCT or its components. No such third party software vendors will have any liability of any kind to You in connection with any such claims or causes of action.

Software Transfer - You may permanently transfer all of Your rights under this ISLA, provided You retain no copies, You transfer all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades and this ISLA), and the recipient agrees to the terms of this ISLA. If the SOFTWARE PRODUCT is an upgrade, any transfer must include all prior versions of the SOFTWARE PRODUCT.

Termination - Without prejudice to any other rights, Investintech may terminate this ISLA if You fail to comply with the terms and conditions of this ISLA. In such event, You must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

### **3. UPGRADES**

If the SOFTWARE PRODUCT is an upgrade from another product, whether from Investintech or another supplier, You may use or transfer the SOFTWARE PRODUCT only in conjunction with that upgraded

product, unless You destroy the upgraded product. If the SOFTWARE PRODUCT is an upgrade of an Investintech product, You now may use that upgraded product only in accordance with this ISLA. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that You licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one Computer.

### **4. COPYRIGHT**

All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets," incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT, are owned by Investintech or its suppliers. The

SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, You must treat the SOFTWARE PRODUCT like any other copyrighted material except that You may either (a) make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes, or (b) install the SOFTWARE PRODUCT on a single Computer provided You keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE PRODUCT.

## **5. DUAL-MEDIA SOFTWARE**

You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium You receive, You may use only one medium that is appropriate for Your single Computer. You may not use or install the other medium on another Computer. You may not loan, rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer (as provided above) of the SOFTWARE PRODUCT.

## **6. MISCELLANEOUS**

This ISLA shall be governed exclusively by the laws of the Province of Ontario, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation which may arise hereunder in the courts located in the city of Toronto, Province of Ontario.

Should You have any questions concerning this ISLA, or if You desire to contact Investintech for any reason, please contact, or write:

Investintech.com Inc.  
425 University Avenue, Suite 301  
Toronto, Ontario  
Canada M5G 1T6

Phone: 416-920-5884

Web: <http://www.investintech.com>

## **7. LIMITED WARRANTY**

Investintech warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of thirty (30) days from the date of receipt, and (b) any hardware accompanying the SOFTWARE PRODUCT will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to You. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT and hardware, if any, are limited to thirty (30) days and one year, respectively.

## **8. CUSTOMER REMEDIES**

Investintech's and its suppliers' entire liability and Your exclusive remedy shall be, at Investintech's option, either (a) return of the price paid, or (b) repair or replacement of the SOFTWARE PRODUCT or hardware that does not meet Investintech's Limited Warranty and which is returned to Investintech with a copy of Your receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT or hardware has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT or hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside Canada, neither these remedies nor any product support services offered by Investintech are available without proof of purchase from an authorized international source.

## **9. NO OTHER WARRANTIES**

To the maximum extent permitted by applicable law, Investintech and its suppliers disclaim all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with regard to the software product, and any accompanying hardware. This limited warranty gives You specific legal rights. You may have others, which vary from provincial or state jurisdiction to provincial or state jurisdiction.

## **10. NO LIABILITY FOR CONSEQUENTIAL DAMAGES**

To the maximum extent permitted by applicable law, in no event shall Investintech or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the software product, even if Investintech has been advised of the possibility of such damages. Because some provinces, states and jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to You.

## **11. U.S. GOVERNMENT END USERS**

This Section applies to all acquisitions of the SOFTWARE PRODUCT by or for the US federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the US federal government. By accepting delivery of the SOFTWARE PRODUCT, the government hereby agrees that the SOFTWARE qualifies as "commercial" computer software within the meaning of the acquisition regulation(s) applicable to this procurement. The terms and conditions of this ISLA shall pertain to the government's use and disclosure of the SOFTWARE PRODUCT, and shall supersede any conflicting contractual terms or conditions. If this ISLA fails to meet the government's needs or is inconsistent in any respect with Federal law, the government agrees to return the Product, unused. The following additional statement applies only to acquisitions governed by DFARS Subpart 227.4 (October 1988): "Restricted Rights - Use, duplication and disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT. 1988)."