

Terms and Conditions Update 2013

PDFlib GmbH

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Updated PDFlib GmbH General Conditions

PDFlib GmbH updated its »General License and Support Conditions« in December 2013, replacing the old Terms which have been in use since 2008. The update introduces some new customer-friendly rules, details warranty and liability regulations and clarifies various questions around licensing. The current document provides a summary of relevant changes and additions. In case of doubt the full text of the »General License and Support Conditions« (available on the PDFlib Web site) has precedence.

System Requirements

PDFlib GmbH publishes detailed system requirements for each version of a product. The system requirements document is included in each product package and also available on the PDFlib Web site. The 2013 Terms now explicitly refer to the system requirements (section 1.3). It is stated that features and support services are guaranteed only if the product is used in an environment which conforms to the documented system requirements.

Free Use in Non-Production Environments

The newly introduced concept of a »non-production environment« (defined in section 1.4) allows additional free use of PDFlib GmbH products included with each commercial license provided the same platforms are used. While additional free use on development systems with each commercial license has already been allowed by the 2008 Terms, the 2013 Terms extend this additional free use to testing, QA, product demonstrations and backup systems (section 2.3). This is more customer-friendly since the 2008 Terms did not allow free use in these cases.

Virtual Machines and Cloud Computing

In order to address the proliferation of Virtual Machines (VMs) and Cloud Computing the 2013 Terms now include definitions of these concepts (section 1.4) and specify licensing

terms for such environments. This is done with the new construct of »usage instance« (section 2.1). It can refer to a physical computer including all VMs running on this computer. If these VMs all run under the same operating system, a single PDFlib GmbH license covers all hosted VMs on this machine.

Similarly, a usage instance within a cloud environment refers to a single VM in the cloud. For cloud computing, customers can select the most economical licensing model:

- If the licensed product is used on multiple VMs and all VMs are guaranteed to run on a single physical computer, a single license covers all VMs provided they all run under the same operating system.
- If a particular VM may »float« from one physical computer to the next (but never runs concurrently on more than one computer), a single license is sufficient for this VM.

The bottom line is that for a number of N virtual machines running on M physical machines the required number of licenses is the smaller of the numbers N and M.

License Transfer for Integrated Products

Section 2.2 now explicitly allows transferring licenses in the context of integrated products. In a typical scenario PDFlib GmbH customers integrate the licensed product into their own software and pass it on to their end users. The integrated licenses for PDFlib GmbH products (and associated license keys) are transferred to the end user. This transfer includes free use in non-production environments.

With the 2008 Terms there has been some confusion regarding whether or not PDFlib license keys may legally be passed on to end users. The 2013 Terms provide clear guidance for this situation.

Intellectual Property and Copyright

In some situations it may be possible to use PDFlib GmbH products to override permission controls in PDF documents. For example, a service provider may apply password-protection to his client's documents. However, later the client as le-

gitimate owner of the documents (who does not have the passwords) may wish to process the PDF documents again. In such a situation PDFlib GmbH products may be used to circumvent protective measures in PDF documents. Section 3.1 obligates PDFlib GmbH customers to comply with applicable copyright law with respect to the intellectual property rights related to the processed PDF documents.

License Exchange for Updates and Upgrades

Updates and Upgrades do not provide any additional licenses, but are issued in exchange for the previous (updated or upgraded) license. In order to facilitate complex migration processes, a grace period of 60 days is granted within which both product versions may be deployed in parallel (section 3.3).

This new regulation facilitates migration projects because customers don't have to switch PDFlib products in »zero time«

Support and Updates

The 2013 Terms clarify certain special cases related to support and updates (section 6):

- ▶ Support is only provided for the latest maintenance release of a product, but not any older maintenance releases.
- ▶ Neither technical support nor minor updates are provided for a product when it reached its documented end of lifetime. Customers with active support can update to the latest major release after the end of lifetime to make sure that they will receive technical support and updates.

Warranty and Liability

Section 8 assures that PDFlib GmbH is owner of the licensed products, and that the products do not violate any rights of third parties. An indemnification clauses describes the consequences in case these assertions are successfully challenged.