

## End User License Agreement ("EULA") | axesPDF Software

This End User License Agreement ("Agreement" or "EULA") is a legal agreement between you (either an individual natural person or a single legal entity) ("end user") and xyMedia GmbH, CH-Zurich („xyMedia“) and allows you to use the Software product which was attached to it which includes associated media and internet-based services ("Software").

By installing, copying or otherwise using this Software, the end user is confirming his acceptance to the Software and agreeing to be bound by all terms and conditions of the EULA. If he does not agree to be bound by these terms, he shall neither install nor copy or otherwise use the Software and return it unopened to the seller for a full refund in accordance with the seller's refund policies.

### 1 License Grants

1.1 Provided that the end user complies with all terms and conditions of this EULA, xyMedia grants to the end user a non-exclusive license without a right to sublicense which entitles him: a) to install and/or use the Software on a single computer or on any other device ("device") or to b) install and store the Software on a storage device (such a network server), which may be used to install the Software on the other devices over an internal network, provided that the end user has a license for each additional device on which the Software shall be installed and run or c) install and store the Software on a storage device (such a network server), in order to for instance enable an access and use of the Software in the terminal service environment, provided that the end user has a license for each additional device that accesses and uses the Software. This also applies to the case where part of the Software components must be installed both together on a storage device (such as a network server) and on a single device in order to use the Software.

In accordance with this Agreement, the end user may install the Software only once on a single device. If the end user receives a license file with the purchase of a Software license, he shall keep this license file strictly confidential and is not authorized to disclose it to third parties. The license file will unlock the Product for a use.

1.2 The end user is entitled to access any device of the licensed Software, provided that it is exclusively for the purpose of providing technical support and maintenance service.

1.3 The end user is allowed to make a backup copy of the Software under condition that this backup copy of the Software will not be installed or used on any other computer. The end user may not transfer the rights to produce a backup copy unless he transfers all rights to the Software as provided under Section 1.6.

1.4 xyMedia grants the end user a license to use the documentation which accompanies the Software solely for internal, non-commercial reference purposes.

1.5 The end user is entitled to transfer a copy of the Software on any other device. After the transfer, the end user is required to completely remove the Software from the original device.

1.6 The end user is entitled to make a one-time permanent transfer of the Software (including upgrades, updates and its documentation) together with the EULA to the another end user, provided that the new user agrees to all terms and conditions of this Agreement. The previous end user is obliged to remove the Software including upgrades, updates and any copies on their device and retain no copies of the Software. Excluded from this right to transfer are pre-release and sample versions of the Software.

### 2 License Restrictions

2.1 The end user has no right to either copy nor to lend, rent or lease out the Software and may not provide commercial hosting services, or electronically transfer the Software from one computer to another or over a network.

2.2 The end user shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software except to the extent that he may be expressly permitted to

decompile under applicable law.

- 2.3 The Software shall be licensed as one single product. The end user is not permitted to separate its components for use on more than one computer. This does not include cases where part of the Software components must be installed both together on a storage device (such as a network server) and on a single device, in order to use the Software.
- 2.4 The end user must have a valid full license to a copy of an earlier version of the Software used to update or upgrade to this copy in order to install and/or use the new updated or upgraded copy. The end user agrees by installation and use of such copy of the Software to voluntarily terminate his earlier EULA and that he will not continue to use the earlier version of the Software or transfer it to another person or entity unless it is necessary to use the updated or upgraded version.
- 2.5 Trial licences entitle to use the Software only for trial purposes and evaluation during the trial period. Any future usage of this Software other than the sole trial purpose or evaluation is strictly prohibited.

### **3 Intellectual Property Rights**

- 3.1 All rights not expressly granted to the end user in this Agreement are specifically reserved to xyMedia. The Software of xyMedia, all Software components, the documentation, as well as the program and data conception are both protected by copyright laws and international copyright contracts and by other laws and agreements on an intellectual property. xyMedia and/or its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the Software, and all copies thereof. This Agreement does not grant the end user any rights concerning trademarks and copyrights of xyMedia.
- 3.2 The Software Program is licensed, not sold.

### **4 Limited Warranty and Disclaimer**

- 4.1 Given that the end user is in possession of a valid license for the Software, xyMedia warrants that, from the date of delivery (as evidenced by a copy of receipt) for the statutory limitation period for claims: (i) when used with a recommended hardware configuration, the Software will perform in substantial conformance with the documentation supplied with the Software; and (ii) the physical media on which the Software is furnished will be free from defects in materials and workmanship under normal use. In the event of a substantiated notice of defects xyMedia is entitled, at its option, to provide subsequent improvement (removal of defects) or delivery (replacement).
- 4.2 xyMedia and its suppliers disclaim all other warranties and representations, whether express implied, or otherwise, to the extent permitted by law. In particular, xyMedia does not guarantee that the Software meets all requirements of the end user. xyMedia does not also warrant that the Software is error-free or will operate without interruption.
- 4.3 Notwithstanding anything provided herein, when permitted by law xyMedia shall not be liable to the end user due to ordinary negligence, nor shall not be liable for lost profits, revenues, or data, financial loses or indirect, special, consequential, exemplary, or punitive damages in conjunction with the use of the Software. To the extent permitted by law, the total liability of xyMedia and its suppliers and distributors, for any claims under these terms in conjunction with the use of the Software, including for any implied warranties, is limited to the amount the end user paid for the Software. In all cases, xyMedia, and its suppliers and distributors, will not be liable for any loss or damage that is not reasonably foreseeable.
- 4.4 This warranty does not apply to the Software that has been made available to the end-user for free such for instance updates, pre-release or trial versions. xyMedia is also not liable for any damages, which result from a failure to install updates to the end user.

### **5 Data usage and licence moniting**

- 5.1 The end user agrees that xyMedia is entitled to collect and use technical data relating to the

Software which it obtains during support services, if such support services are provided to the end user. xyMedia has the right to use this information solely to improve its products or to provide customized services or technologies to the end user.

- 5.2 xyMedia can verify and monitor information on the license of the end user in the course of installation, registration, use, or update in order to prevent in this way an unlicensed or illegal use of the Software and to improve customer service of xyMedia. The end user agrees to comply with all the applicable requirements in this regard.

## **6 Additional Software and Service**

- 6.1 This Agreement applies to updates and upgrades, supplements, add-on components, or components of internet-based services of the Software, which xyMedia may provide or make available to the end user after the end user has acquired an original copy of the Software, subject to separate provisions.
- 6.2 xyMedia reserves the right to modify internet-based services without notice or to discontinue providing the service already provided or made available to the end user.

## **7 Export Restrictions**

The end user acknowledges and agrees not to export the Software into any country prohibited by the export administration act of this country and the regulations thereunder. Moreover, the Software may not be exported to a country or to a national or resident of any such country on which an embargo has been imposed according to the existing national or international export controls regulations. All rights to use the Software forfeit if the terms of this Agreement are not fulfilled.

## **8 Period of grace and Termination**

- 8.1 If the Software is not paid within a period of grace of 60 days, this Agreement shall be automatically terminated and the Software deactivated.
- 8.2 Without prejudice to any other rights or remedies, xyMedia is entitled without any further obligations to terminate this Agreement immediately and to deactivate the Software, if the end user fails to fulfil the obligations set out in the this Agreement.
- 8.3 In case of automatic termination of this Agreement, the end user is obliged to destroy all copies of the Software and all of its component parts.

## **9 Miscellaneous**

- 9.1 This EULA contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. The end user agrees that any varying or additional terms contained in any other written notification or document issued in relation to the Software licensed hereunder shall be of no effect.
- 9.2 If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.
- 9.3 This Agreement shall be governed exclusively by the laws of Switzerland. Any dispute in relation to this Agreement shall be submitted to the exclusive jurisdiction of the court at the domicile of xyMedia. Compelling legal provisions on exclusive legal venues are explicitly reserved.