

# 1 Standard Terms and Conditions of Use

## 1.1 IDEAL Software GmbH's Standard Terms and Conditions of Use

Dear customer,

IDEAL Software's Standard Terms and Conditions of Use printed here regulate various legal aspects of the business relationship with you. We have endeavoured to formulate the Terms and Conditions of Use as clearly and comprehensibly as possible. If you nevertheless have any queries, please do not hesitate to contact IDEAL Software, who will of course be happy to answer them.

### A. Subject-Matter of the Contract; Definitions

The product manufactured by IDEAL Software and the documentation to this product are the exclusive subject-matter of the contract concluded between IDEAL Software and you. The documentation shall be made available exclusively in English. The source code of the product is not subject-matter of the contract. IDEAL Software shall not be required to hand over or make available this source code.

Please note that the software runs only under the operating systems:

Win 7 SP 1, Win Server 2008 R2, up to the Windows version that was available at the date of your purchase

Linux Kernel 2.4.x / 2.6.x / 3.x and LibC6, X86 or X64 Processors

Mac OS X 10.4.x, X86 or Power-PC Processors

Solaris 10, Sparc 64-bit or X86 Processors

Please note that this contract does not cover and is not applicable to third-party software such as operating systems, nor printer drivers or other drivers or application programs.

The definitions given below apply to the following terms in our Standard Terms and Conditions of Use:

**Product:** the programs and/or software developed by IDEAL Software GmbH and for which you are granted a right of use.

**Use:** permanent or temporary reproduction, installation, storage, loading, calling, displaying, running and/or transmission of the product in whole or in part by any means and in any form. Each individual permissible form of use and its limits are explicitly specified in the following provisions.

**SDK licence:** (Software Development Kit) licence for the product, which is envisaged for use exclusively by users who are for their part developers of programs.

**Run-time licence:** right of use for installing, calling and operating the product on the data processing system of a developer's customer (end-user licence). For details, refer to "Integration"

below.

**Server:** system for electronic data processing which provides services for other electronic data processing systems (for example creating data files, printing out data, etc.).

The following provisions relate to the scope of the rights granted to you by IDEAL Software, what may and may not be done with the software and what to do in the event of a problem, as well as several general issues.

## **B. Grant of Rights of Use / Licensing**

### **1. Grant of Rights of Use**

IDEAL Software is exclusively entitled to the copyright to products from IDEAL Software (including the computer software, associated storage media, printed material and "online" documentation or electronic documentation). The products are protected under the Copyright Act [Urheberrechtsgesetz] and the International Copyright Treaty. Therefore, you shall be obliged to treat this product just like any other work / material protected by copyright. The products are licensed, not sold.

### **2. Type of Right of Use**

**2.1** IDEAL Software transfers to you a non-exclusive non-transferable right, unlimited as to time and geographical area, to use the software acquired by you for the purpose of operation on a single computer. Delivery of various storage media (for example 3.5" disks, CD-ROM or DVD) shall not establish a licence for multiple use of the software.

The non-exclusive right of use only entitles to use the software on a single computer. This shall apply, even if the right of use is acquired by a company or some other body of persons. If you wish to use the product directly or indirectly on multiple computers, you must acquire a licence for each computer. In this connection, IDEAL Software GmbH offers special reduced rates on a graduated scale. If the computer, on which the product has been installed, becomes defect or is not used anymore for other reasons or is replaced by another computer, you are entitled to uninstall (respectively delete) the product on the first computer and to install it on a new computer.

If the computer, on which the product has been installed, becomes defect or is not used anymore for other reasons or is replaced by another computer, you are entitled to uninstall (respectively delete) the product on the first computer and to install it on a new computer.

> The product shall be deemed to be used indirectly, if a developer prepares instructions of any kind (e.g. by programming, writing or giving instructions through a graphical user interface), which cause the product to be called at the end of the processing chain. Examples: The licensed software is integrated into an intermediate interface or layer (for example a library, class library, component, control, executable program or the like), a developer uses this intermediate interface, and the use causes the licensed software to be called at the end of the processing chain. Amongst other things, this also includes the preparation of control files that are evaluated or interpreted by a separate application.

Please note that one licence for every user must always be acquired in order to operate an SDK version on a developer server, i.e. for using the product in your network. This regulation does not apply, if you have acquired an SDK-Site-License. The SDK-Site-License gives you the right to install and use the product in an unlimited number at a single physical, respectively postal, address.

**2.1.1** A license may require an online activation. The online activation limits the number of simultaneous installations. For this purpose, a Hardware-ID is generated from the hardware, on which the license is activated. The online activation limits the number of simultaneous installations by the formula: <number of acquired licenses> + 2. If you have for example acquired two licenses of the same product with the same version and edition, it is possible to perform four simultaneous installations. Please note that the multiple installations of a single

license do not entitle its use by multiple persons (users/developers). Each license may only be used by a single user (developer) at the same time. When a license is uninstalled, it is deactivated online, so that it may be installed on a different computer.

- 2.2** If you have received a licence key for a product from IDEAL Software upon the acquisition of a user licence, please keep this licence key in a safe place.

The licence key releases the product for use. Moreover, an offer for an upgrade or update of the product on possibly reduced terms can only be obtained upon sending the licence key to IDEAL Software. You shall be solely responsible for the licence key. If the licence key or an installation package is lost, IDEAL Software shall not be obliged to replace it.

The licence key sent by IDEAL Software shall be treated with strict confidentiality and may not be passed on to third parties. If this prohibition is breached, a contractual penalty of EUR 10,000.- shall be due for every case of breach. The right of IDEAL Software to claim compensatory damages shall remain unaffected.

When installing the product, a licensing confirmation is generated and sent for verification purposes to IDEAL Software. The licensing confirmation contains exclusively a serial number and a hardware-id, but no personal data, and is not given away to third parties. However, with approval of these Terms and Conditions of Use you declare precautionary your consent with the registration and storage of the licensing confirmation in the sense of section 4a paragraph 1 of the German Data Protection Act [BDSG].

If IDEAL Software operates a webportal, you are responsible to keep your e-mail addresses and passwords for the webportal permanently up-to-date. If a person with access authorization leaves your company and acquires discounted products, this behaviour is ascribed to you as contractual partner, i.e. you lose the right to obtain (again) the discounted products.

- 2.3 Community Edition:** The following section refers to the Community Edition. All other editions can be used commercially.

The VPE Community Edition is free of charge and can be distributed royalty-free. **The Community Edition may not be used for commercial purposes.** Commercial usage refers to the use of the Community Edition for business, financial gain, or any revenue-generating activity. This includes both direct and indirect ways of monetizing the software.

#### Examples of Commercial Use

- **Revenues from the sale or licensing** of software in which the Community Edition is integrated
- **Using the Community Edition in a company** to provide services or streamline business operations (e.g. internal accounting software)
- **Offering paid services** based on the Community Edition (e.g. support for Software, in which the Community Edition is integrated or SaaS-services, consulting)
- **Embedding the Community Edition in a product** that is sold or monetized
- **Generating ad revenue**

#### Examples of Non-Commercial Use

- **Personal or hobbyist use**
- **Educational use** (e.g. students using the Community Edition for learning)
- **Open-source development** without direct monetization

### **3. Limits of the Right of Use**

Except where otherwise agreed expressly and in written form upon between you and IDEAL Software, you shall not be entitled to modify, translate, hire out, sublicense, use on a time-share basis or electronically transmit or receive the software. This shall apply accordingly to storage media and documentation.

### **4. Data Files Envisaged / Intended for Relicensing to your Customers - Run-Time Licence**

- 4.1** The following data files are excluded from the above limitation regarding sublicensing (section 3). With respect to these data files, you acquired upon purchase of this software package the right to pass these on to third parties, embedded in your products. This authorization to pass on the aforementioned data files implies exclusively the permission to use the data files integrated into your products / applications. Depending upon the licence granted and the platform support, the following data files are envisaged for passing on to your customers:

**All files in the folder "deploy" of your VPE installation.**

The term "passing on" means: making available one or more of the aforementioned data files to third parties and/or calling these data files. These data files may be distributed free of run-time licences ("royalty-free") in an unlimited number.

- 4.2** If you acquired a license for the VPE SDK Enterprise Edition, you may distribute dycodoc Enterprise Edition without limitation as to numbers and free of runtime licences. If you acquired a license for the VPE SDK Interactive Edition, you may distribute dycodoc Interactive Edition without limitation as to numbers and free of runtime licences.
- 4.3** This licence gives you the right to integrate the IDEAL Software product (in the form of the aforementioned data files - depending upon the licence granted) into your applications and to pass on the product to third parties in this form. However, these third parties shall not have the right to pass on these data files again to other third parties (sublicensing) in any form whatsoever. If you have such needs, please contact IDEAL Software directly. You may not in any way modify distributable data files.
- 4.4** For the platforms Solaris / OpenSolaris, AS/400, AIX : In order to use run-time licences on a server, a separate server licence must be acquired for each server. Use by way of executing at least one of the aforementioned data files in the memory of a server shall not be permitted without a server licence, regardless of the number of users. If you have acquired a Server Gold License, you are entitled to pass on the files listed in section 4.1 to your customers for the use on any number of servers. The current prices of server licences can be found on the website of IDEAL Software at [www.IdealSoftware.com](http://www.IdealSoftware.com).
- 4.5** VPE View Setup.exe may be passed on without limitation as to numbers and free of runtime licences.
- 4.6** IDEAL Software shall disclaim any warranty in relation to third parties in the event that data files are passed on. You alone shall be responsible for support, service, upgrades / updates and/or technical assistance or other assistance in relation to every recipient of your programs. You shall indemnify IDEAL Software, its associated companies and suppliers against all claims and liability of any kind in connection with the use, reproduction or distribution of programs and shall compensate for all damages resulting from this.

### **5. Updates / Upgrades**

Where you have acquired, or acquire, an update or upgrade of a software, this shall constitute an inseparable unit together with the original software from IDEAL Software GmbH. Except with the written permission of IDEAL Software, an update or upgrade and the original software may not be used on two different computers at the same time.

## **6. Naming of the Author / Copyright Notice**

Whenever you use software from IDEAL Software, your software must in any event bear a copyright notice. By hiding the info button or the toolbar, or by working without a preview, you agree to include a copyright notice such as "Virtual Print Engine Copyright © IDEAL Software®" in your "About" dialog or in the help file or - if neither exists - in your documentation.

## **7. Integration**

The IDEAL Software product is designed to be integrated into your software. The functions of your software must differ significantly from those of the IDEAL Software product. This means that your software must not be a competing product identical or similar to our product. The product may only be used for printing and previewing. Only application-specific data directly associated with your application may be used with the product. This means that there must not be a universal interface to our product which enables your application or its end-user to process any data sources (for example ODBC).

- > Examples of applications into which the product may not be integrated: report generators, barcode printing applications, graphics presentation software, database engines, universal print servers and any possible combinations of these product categories, etc.

The product may not be used in programs or libraries that can be used for the development of programs, where this enables end-users to control the content or layout of created documents.

- > Examples: software development tools, software development kits, programming languages, script languages, etc..

If you wish to create software of the aforementioned kind, a special license is required. In such case, please contact IDEAL Software.

Apart from this, your applications may generate reports, print barcodes or create (graphic) presentations with the product.

## **C. Provisions in the Event of Impairments to Performance**

### **1. Warranty: Type and Duration**

- 1.1 IDEAL Software warrants - under exclusion of the VPE Community Edition (see 1.4) - that, for one year from delivery of the software, the storage media and documentation shall be free from defects in materials and workmanship, and the software shall essentially function in accordance with the accompanying documentation. Where you the customer are a consumer within the meaning of section 13 of the German Civil Code [BGB], a two-year warranty period shall apply.

However, IDEAL Software does not warrant that the software or the documentation shall be "free from defects", nor does it warrant that your standards shall be attained or your needs shall be satisfied. Only a defect that considerably impairs the functionality of the software and was caused by IDEAL Software with intent or in violation of the average standard of care exercised by a prudent programmer (ordinary negligence) shall bring the warranty into effect. Therefore, IDEAL Software shall not be liable for defects caused by slight negligence, even where these considerably impair the functionality of the software. Additionally, no warranty shall come into effect, unless the defect can be reproduced.

- 1.2 The warranty shall, at the option of IDEAL Software, consist in either

- (a) the reimbursement of the price paid (cancellation) or
- (b) the rectification of defects or the replacement of defective software that has been returned to IDEAL Software together with a copy of your receipt (supplementary performance). If such supplementary performance fails, you shall have the right to claim a reduction of the price or cancellation.

- 1.3** IDEAL Software shall not accept any warranty, if a defect or malfunction of the software is due to incorrect application, misuse or an accident. IDEAL Software warrants for a replacement-software only for the remainder of the original warranty period or for a 30-day period, whichever period is longer.
- 1.4** Please note that the above warranty regulations do not apply to the free VPE Community Edition. For deficiencies of the VPE Community Edition IDEAL Software does not provide any warranties at all.

## **2. Your Obligations in the Event of a Warranty Claim**

If a defect in the software becomes apparent, you must report this to IDEAL Software in writing without undue delay, indicating your licence key. If you fail to report the defect without undue delay, you shall lose the warranty claim. The notice of defects should be sent to IDEAL Software together with a description of the defect or malfunction.

Do not send in the product before you have contacted IDEAL Software.

## **3. Disclaimer of Further Warranty and Liability**

- 3.1** IDEAL Software disclaims for itself any further warranty and liability in respect of the software and documentation, except where the defect / damage was caused by IDEAL Software with intent or by gross negligence. In the event of loss of life, injury to body or injury to health, however, IDEAL Software shall be liable for any negligence.
- 3.2** Neither IDEAL Software nor its suppliers shall be liable to pay compensation for damages (including damages based on lost profit, operational interruption, loss of information or data and other pecuniary losses) arising due to use of the product acquired by you or impossibility to use this product. IDEAL Software shall not be liable for damages not normally foreseeable.
- 3.3** The aforementioned warranty is definitive in principle. With respect to scope, it shall be limited to replacement of the defective storage medium or incorrect documentation. Compensation for damages or losses over and above this shall be excluded. This shall particularly apply to lost profit, loss of data and impossibility of use of the software as well as to indirect damages or consequential damages caused by a defect.
- 3.4** IDEAL Software shall be liable, with respect to the amount, only up to the sum of the list price or the amount actually paid, whichever amount is lower.
- 3.5** IDEAL Software does not give a guarantee of any kind. Conflicting terms and conditions are invalid. Assurances or other extensions of the warranty provisions laid down here shall only be effective, if expressly given and/or agreed upon in writing.
- 3.6** Claims against IDEAL Software for compensatory damages, supplementary performance, reduction of price or cancellation of contract shall be subject to a one-year limitation period from the time of delivery or download. The limitation period in respect of claims against IDEAL Software shall be suspended only by express and written acknowledgement on the part of IDEAL Software. Except where otherwise expressly specified, verbal, written or other comments by IDEAL Software in response to complaints shall be on a goodwill basis and shall not be deemed to be negotiation within the meaning of section 203 of the German Civil Code [BGB].

## **D. Other Provisions**

### **1. Reservation of the Right to Amend and Adapt**

IDEAL Software reserves the right to amend and/or adapt the Standard Terms and Conditions of Use in accordance with the general development of the market and technology. These Terms and Conditions shall always apply as amended at the time of the conclusion of the contract.

## **2. Written Form**

Agreements deviating from these Standard Terms and Conditions of Use, including this clause, must be in writing and must be signed by you and a representative of IDEAL Software.

## **3. Choice of Law**

The entire legal relations between IDEAL Software and you shall be governed by the laws of the Federal Republic of Germany. Except where otherwise stipulated in these explanatory notes, IDEAL Software expressly retains all other rights.

## **4. Note to Consumers**

If you are a consumer in the sense of section 13 of the German Civil Code [BGB], we would like to point out the following: for distance selling businesses (contracts, which are concluded where not all contractual parties are physically present, e.g. over the internet) you have basically the right of revocation according to section 312d of the German Civil Code [BGB] in conjunction with section 312b. and 312c. of the German Civil Code [BGB]. But the right of revocation does not exist according to section 312d paragraph 4 no. 2 of the German Civil Code [BGB] for software, if the delivered data storage medias or license keys are unsealed by the consumer. Since IDEAL Software does not ship data storage medias, but provides instantaneously online the software and license key, this regulation does also apply to the software obtained by you. After receipt of the software / license key you have no right for revocation.

## **5. Notes According to Section 312e German Civil Code [BGB] and BGB-InfoVO**

**5.1** If you wish to purchase online a product of IDEAL Software, the contract between you and IDEAL Software is made (on behalf of yourself or others, e.g. for your company), when you click the "Submit Order" button. After receipt of your order, IDEAL Software will send to your supplied e-mail address an ordering confirmation.

**5.2** After accomplishment of the contract, IDEAL Software will store the following informations:

- Name, Address, Telephone, Fax, Contact, e-mail Adresses; VAT-ID (where applicable)

- Acquired Products and Date of Purchase

Those informations are solely used for internal controlling tasks of IDEAL Software and are strictly not available to clients.

**5.3** For online orders you have the option to make corrections before the final submission. The data you have entered is displayed before the binding order is submitted and you are asked to review your data for possible typing and other errors and to correct them, if required.

**5.4** The conclusion of the contract is made in english language.

## **6. Place of Performance and Jurisdiction**

The place of performance and jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the city Neuss (Germany).

## **7. Severability Clause**

If individual or several provisions in these "Standard Terms and Conditions of Use" are or become ineffective or contain an omission or loophole, the parties to the contract shall enter into negotiations with the aim of replacing or supplementing the ineffective or incomplete provision by an appropriate individual agreement commensurate, in far as possible, with the commercial purpose of the intended provision. This shall not affect the validity of the other provisions.