

# PDFreactor® Library

v.12.1.0 (17106)

## SOFTWARE LICENSE AGREEMENT

READ CAREFULLY BEFORE COPYING, INSTALLING OR USING THIS SOFTWARE

### Article 1 - GENERAL

This Software License Agreement (herein "this Agreement") is a legal agreement between you, the customer or licensee (either an individual or a legal entity that directly or indirectly acquires this Software for installation within its application or system) and RealObjects - Gesellschaft für objektorientierte Softwareentwicklung und IT Beratung mbH (herein "RealObjects GmbH" or "RealObjects" or "the Owner") whose registered office is at Altenkesseler Str. 17/B6, 66115 Saarbrücken, Germany. The copyright of this software (herein "the Software" or "PDFreactor® Library") and its associated documentation (including any files, source code, images, photographs, animations and text incorporated into the Software, but excluding any third-party software and open-source software) as well as any accompanying written materials is owned by RealObjects GmbH and protected by German copyright laws and regulations and, as far as these are implemented into German law, by international treaties.

By downloading, installing, using, copying or otherwise interacting with the Software, you agree with the Owner to be bound by the terms and conditions of this Agreement, which will govern your use of the Software. If you do not agree to this Agreement, do not download, install, use or otherwise interact with the Software, documentation, or services. Any violations of this Agreement will be prosecuted to the full extent of the law. You will be held responsible for any employees or users who receive the Software and in turn make unauthorized copies.

Installation of the Software onto a system that you use means that you have accepted and agreed to the terms that govern the use of copyrighted software.

### Article 2 - DEFINITIONS

**"Cluster"** means any cohesive grouping or aggregation of Computing Instances, irrespective of type, architecture, or purpose, organized to function as a unified system. These groupings may include physical machines, Virtual Machines (VMs), Containers, or a combination thereof, interconnected using diverse networking technologies. Clusters are typically managed and orchestrated by software solutions such as container orchestration platforms (e.g. Kubernetes), containerization technologies (e.g. Docker Swarm), traditional clustering software for high availability and fault tolerance, cloud computing platforms, and distributed computing frameworks.

The defining characteristic of a cluster is its capability to pool computing resources to efficiently execute distributed computing tasks, support high availability, scalability, fault tolerance, and manage the deployment and operation of applications and services across distributed environments. Any configuration of computing resources that functions as a unified entity to support the execution of applications within a distributed environment is considered a Cluster under this Agreement.

This Agreement also covers the concepts of cluster hierarchy and parent cluster. A cluster hierarchy refers to the organizational structure where clusters are nested within larger clusters, potentially across multiple levels. A parent cluster is a higher-level cluster that includes one or more subordinate clusters (child clusters) under its management or control. Usage of the Software within the parent cluster or any other cluster hierarchy requires separate licensing.

**"Computing Instance"** means a virtual or physical computing environment, such as a Node, Virtual Machine (VM), Container, Pod, or physical server, that is provisioned to run the Software.

**"Container"** means a lightweight, standalone, and executable software package that includes all the necessary components to run an application, such as the code, runtime, system tools, libraries, and settings.

**"Delivery Date"** means the date on which the production license key file for the Software is made available to you by RealObjects, unless otherwise agreed.

**"Expiration Date"** means the date on which your Subscription Period for the Software or support and maintenance ends. The production license key file for the Software also indicates the Expiration Date.

**"Java Virtual Machine (JVM)"** means a software-based platform that enables the execution of Java programs by translating Java bytecode into machine code suitable for the host system. The JVM acts as an intermediary between Java applications and the underlying operating system, providing a runtime environment that includes necessary resources such as memory management, garbage collection, and platform-independent execution of Java code.

**"Named Application"** means a software program, application, solution or service explicitly designated and licensed under this Agreement. The Named Application is uniquely identified by its specific name and is explicitly listed or referenced within the license key file of the Software. This designation ensures clarity and specificity regarding the licensed software program, application, solution or service. You are granted the right to access, deploy, and use the Software only as part of the Named Application. The use of the Software in software programs, applications, solutions or services other than the Named Application requires separate licensing.

**"Node"** means a single, identifiable computing device or environment, such as a physical server, Virtual Machine (VM), Container, workstation or other computational unit.

**"Pod"** means the smallest deployable unit in a Kubernetes environment running on a machine, consisting of one or more Containers that share storage, network resources, and a specification for how to run the Containers.

**"Software as a Service (SaaS)"** means a software delivery model in which the Software is hosted and used or accessed by your end users or customers through a thin client,

typically via a web browser or application interface, either subject to a fee or free of charge, directly or indirectly.

If there is a 1:1 mapping between a single end user or customer and the acquired license of the Software, the use of the Software does not constitute SaaS (as outlined in this Agreement).

**"Subscription Period"** means the duration from the Delivery Date to the Expiration Date, as specified in the license key file for the Software and the delivery notice, or as otherwise defined in the applicable order form or mutually agreed upon.

**"Support Level"** means a tiered classification of technical assistance and services that are provided under the scope of support and maintenance according to Article 4 of this Agreement.

**"Virtual machine"** means a software Container that runs its own operating system and applications like a physical machine.

## **Article 3 - GRANT OF LICENSE**

RealObjects grants to you, and you accept, subject to the terms and conditions set out in this Agreement, a non-exclusive, non-transferable, non-sublicensable limited right and license under all intellectual property rights to use the Software solely and strictly in accordance with the following conditions and restrictions. You hold full responsibility for assuring that all users of the Software provided access under the provisions of the Software license adhere to all provisions and prohibitions of this Agreement.

The Software is to be used in accordance with the specific license you purchased, a description of which can be found below. You may only use the number and type of license or capacity that you have purchased.

RealObjects will provide you with an unlock license key which enables the use of the Software license during the Subscription Period. The information contained in the unlock license key will include among others, the licensee, the license type including associated metrics and restrictions, the number of licensed concurrent PDF conversions, or the name of the licensed Named Application (if applicable).

RealObjects further reserves the right to introduce and use appropriate license enforcement techniques in its software, which are designed to prevent unauthorized use or distribution of the Software. The license enforcement techniques might require activation of the Software license. This may require establishing temporary network connections to a RealObjects web service. RealObjects reserves all rights to modify the license enforcement techniques used in the Software at any time.

You are not permitted to:

(a) make copies of, or distribute any parts of the Software, except for backup, archival and disaster recovery purposes.

(b) transfer or make the Software available to third parties beyond the intended use, in particular to sell, rent, lease, sub-license, loan, copy, modify, alter, adapt, merge, translate,

reverse engineer, decompile, or re-package the Software into another product, or to disassemble it or create derivative works, neither completely nor partially, of the Software or its associated documentation. Reverse engineering and modification however are permitted for those parts of the Software that are based on third-party software or open-source software, which is licensed under a different license, but only if required by that license or in case of statutory provisions.

(c) copy the Software for the purpose of illegal distribution.

RealObjects may audit your use of the Software within the limits of your Subscription or Perpetual License at RealObjects' expense upon 30 (thirty) days written notice to you. RealObjects may use a qualified third party who will be required to maintain confidentiality to conduct the audit. You will keep complete and accurate records to enable RealObjects to accurately assess your compliance with your Subscription or Perpetual License. You warrant that all access rights, documents, information, materials, personnel and other necessary information will be made available to RealObjects or the qualified third party promptly, in advance and free of charge, to enable RealObjects to conduct the audit. If the audit reveals that you have used the Software beyond the scope of your Subscription or Perpetual License, you will pay all applicable Subscription or Perpetual License fees for such excess use in accordance with RealObjects' then-current price list, together with RealObjects' costs associated with the audit, within 30 (thirty) days of RealObjects' notice. RealObjects' acceptance of any payment is without prejudice to any other rights or remedies RealObjects may have under this Agreement or at law.

### **3.1 Subscription License**

The PDFReactor® Library Subscription License (herein "the Subscription") gives you the right to use the Software during the Subscription Period. The Subscription includes support and maintenance for the duration of the Subscription Period. The Subscription must be renewed periodically for the continued right to use the Software. Renewals are optional and subject to availability.

#### **3.1.1 Subscription License tiers**

RealObjects offers the Subscription tiers "Pro", "Premium" and "Cluster". Certain features, functionalities and additional services may only be available in certain Subscription tiers. For more information on the scope of the respective Subscription tier, please refer to the description of the Subscription tiers at [www.pdfreactor.com](http://www.pdfreactor.com), which is subject to change without prior notice.

The Support Level is defined by the Subscription tier you purchased.

##### **3.1.1.1 Pro**

The PDFReactor® Library Subscription - Pro grants you the right to deploy the Software for up to 4 (four) concurrent PDF conversions on 1 (one) JVM on 1 (one) Computing Instance. One license key of the Software must not be used on multiple JVMs or Computing Instances. Deployment or use within a SaaS offering is not allowed; only internal use of the Software is covered. The Pro Subscription tier includes the Support Level Standard.

### 3.1.1.2 Premium

The PDFReactor® Library Subscription - Premium grants you the right to deploy the Software for up to 16 (sixteen) concurrent PDF conversions on 1 (one) JVM on 1 (one) Computing Instance. One license key of the Software must not be used on multiple JVMs or Computing Instances. Limited use (see Article 3.4) within a SaaS offering is allowed. The Premium Subscription tier includes the Support Level Platinum.

### 3.1.1.3 Cluster

The PDFReactor® Library Subscription - Cluster grants you the right to deploy the Software for unlimited conversions on unlimited JVMs and unlimited Computing Instances within 1 (one) Cluster and for 1 (one) Named Application. You agree to confine the usage of the Software strictly within the Named Application, ensuring operation within the boundaries of the designated Cluster. Limited use (see Article 3.4) within a SaaS offering is allowed. The Cluster Subscription tier includes the Support Level Platinum.

## 3.2 Perpetual License

The PDFReactor® Library Perpetual License (herein "the Perpetual License") gives you the right to use the licensed version of the Software perpetually. The Perpetual License includes the Support Level Standard during the support and maintenance Subscription Period, which is included for the first year. The support and maintenance Subscription must be renewed periodically for continued support and maintenance. Renewals are optional and subject to availability.

The Perpetual License is subject to availability and is only applicable for upgrading an existing PDFReactor® license (version 11 or older) to PDFReactor® Library version 12 or newer, including a related subsequent extension.

The Perpetual License types concerned are:

**"CPU"** The CPU License grants you the right to deploy the Software on 1 (one) JVM on 1 (one) Computing Instance running up to 4 (four) concurrent conversions. One license key of the Software must not be used on multiple JVMs or Computing Instances. Additional CPU license packs must be, if you require more than 4 (four) concurrent conversions for optimal throughput. Limited use (see Article 3.4) within a SaaS offering is allowed.

**"Corporate Application"** The PDFReactor® Library Corporate Application License is subject to availability and additional terms and conditions.

## 3.3 Evaluation License

If you have an evaluation or demonstration license for the Software, you may download, install, and use the Software on your machine for evaluation or demonstration purposes only. You are not allowed to use the evaluation or demonstration license for commercial or production purposes. The evaluation and demonstration licenses might be time limited and may include other restrictions in terms of functionality.

### 3.4 Limitations

You are not permitted to use the Software as part of any SaaS offering to provide generic HTML to PDF functionality or to substantially duplicate the functionality of the Software or services offered by RealObjects.

You are not permitted to use the Software as part of any SaaS offering, if the end users or customers have substantial control over the PDF layout/styling or if substantial customer-specific changes to the PDF layout/styling are made, directly or indirectly, for the end users or customers.

PDFReactor® Library functionality as part of any kind of SaaS offering is subject to the condition that the PDFReactor® Library functionality remains an inferior functionality as part of a superior feature set. You must also not expose the Software's API to your end users.

**Active/Passive** The only permissible exception to the requirements for the Subscription and the Perpetual License is a purely passive machine or server in an active/passive fail-over cluster. If the Software is used in a clustered environment, the licensee may use the Software on a temporary basis on a machine or server that is employed only for failover support, the "passive machine or server". In this configuration, the passive machine or server does not require a separate licensing. Active/active configurations require licensing of all Computing Instances or Clusters.

## Article 4 - SUPPORT AND MAINTENANCE

You receive priority technical support and all maintenance releases or updates or upgrades during the Subscription Period.

Certain support and other services may only be available in certain Support Levels. For more information on the scope of the respective Support Level, please refer to the description of the Support Levels at [www.pdfreactor.com](http://www.pdfreactor.com), which is subject to change without prior notice.

Updates and maintenance releases cover the minor releases within the same major version of the Software. Upgrades to the next major version are also included in the maintenance. In addition, RealObjects will provide priority technical support to you for the duration of the Subscription Period. Priority technical support is provided via web-based support portal or e-mail only, and RealObjects will make commercially reasonable efforts to respond via e-mail to all requests within forty-eight (48) hours during RealObjects' business hours (Mo - Fr, 09:00 - 18:00 CET, German holidays excluded).

Technical support only covers issues or questions resulting directly out of the operation of the Software and RealObjects will not provide you with generic consultation, assistance, or advice.

RealObjects provides support and maintenance only for the latest major release of the Software. To ensure full use of the support and maintenance services, you are advised to always update to the latest major release officially available. Issues or bugs found or reported by the customer must be reproducible in the latest release of the Software and will be fixed in a new version (including major versions, maintenance releases and updates) only. Updating the Software may require the updating of software not covered by

this Agreement before installation. Updates of the operating system and application software not specifically covered by this Agreement are your responsibility and will not be provided by RealObjects under this Agreement.

RealObjects' obligations under this Article 4 are always contingent upon your proper use of the Software and your compliance with the terms and conditions of this Agreement. RealObjects shall be under no obligation to provide the above technical support if, in RealObjects' opinion, the Software has failed due to the following conditions: (i) damage caused by the relocation of the Software to another location or CPU; (ii) alterations, modifications or attempts to change the Software without RealObjects' written approval; (iii) causes external to the Software, such as natural disasters, the failure or fluctuation of electrical power, or computer equipment failure; or (iv) your failure to maintain the Software at RealObjects' specified release level.

It will be your responsibility to: (i) comply with all RealObjects-specified operating and troubleshooting procedures and then notify RealObjects immediately of the Software malfunction and provide RealObjects with complete information thereof; (ii) provide for the security of your confidential information; (iii) establish and maintain backup systems and procedures necessary to reconstruct lost or altered files, data, or programs.

## **Article 5 - TERM AND TERMINATION**

Your right to use the Software under the scope of the Subscription shall terminate at the end of the Subscription Period. Upon termination of the Subscription, the Software will automatically stop to function, you must cease use of the Software, uninstall it from computers, devices or networks on which you installed it and delete all copies of the Software and all its component parts.

This Agreement and the licensing rights provided to you under the scope of a Perpetual License of the Software shall continue for an indefinite term.

This Agreement will terminate if you fail to comply with the terms and conditions of this Agreement. RealObjects may terminate this Agreement or suspend your usage rights and support entitlement, if the applicable fees for the Subscription Period, the Perpetual License or support and maintenance Subscription Period are not fully paid to RealObjects by you or a third party.

## **Article 6 - OWNERSHIP**

The Software is licensed to you. You do not own it. The Owner shall always retain ownership of the Software as well as all subsequent copies thereof, regardless of form or storage medium. The Owner also retains the title, and all proprietary rights to the Software, including, but not limited to, all patents, copyright, trade secrets, service marks, registered service marks, trademarks, or registered trademark rights.

You agree to protect the confidentiality of the Software, the documentation as well as any accompanying written materials. You agree that you will not provide a copy of the Software or documentation or any accompanying written materials nor divulge any proprietary information of RealObjects to any person, other than your employees, without the prior

consent of RealObjects. You shall use the best efforts to see that any user of the Software licensed hereunder complies with all provisions and prohibitions this Agreement.

## **Article 7 -THIRD-PARTY OR OPEN-SOURCE SOFTWARE**

The Software may include third-party software or open-source software third-party software, which may have its own copyright and its own applicable license conditions. To use the Software, you must accept and comply with those license conditions. The third-party or open-source licenses may be found in the "license" directory of the Software, other materials accompanying the software package, the documentation or corresponding source files at [www.pdfreactor.com](http://www.pdfreactor.com).

## **Article 8 - HIGH-RISK-ACTIVITIES**

The Software is not designed or intended for use in hazardous environments requiring failsafe controls, including without limitation operation or maintenance of any nuclear facilities, on-line control of aircraft, air traffic, aircraft navigation or aircraft communications, and life support or weapons systems, in which the failure of the Software could lead to death, personal injury, or serve physical or environmental damage. RealObjects specially disclaims any express or implied warranty of fitness for such high-risk activities.

## **Article 9 - ASSUMPTION OF RISK**

You acknowledge that due to the complexity of the Software, it is possible that use of the Software could lead to the unintentional loss or corruption of data. You assume all risks of such data loss or corruption. The warranties provided in this Agreement do not cover any damage or losses resulting from data loss or corruption.

## **Article 10 - DISCLAIMER OF WARRANTY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, REALOBJECTS DISCLAIMS ANY WARRANTY FOR THIS SOFTWARE AND THE SERVICES, UNLESS OTHERWISE REGULATED BY LAW. IN ANY CASE THE WARRANTY FOR THIS SOFTWARE IS LIMITED TO ONE YEAR; STARTING FROM THE DELIVERY DATE. THIS SOFTWARE, THE RELATED SERVICES AND ANY RELATED DOCUMENTATION OR OTHER INFORMATION IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE PRODUCT REMAINS WITH YOU.

NOTWITHSTANDING THE FOREGOING, IN CASE OF A WARRANTY CLAIM, REALOBJECTS SHALL BE ENTITLED AT ITS DISCRETION TO EITHER REMEDY THE



FAULT OR TO MAKE A SUBSTITUTE DELIVERY. IF A SUBSEQUENT IMPROVEMENT FAILS, OR IF NO SUBSTITUTE DELIVERY IS MADE WITHIN A REASONABLE TIME, THE LICENSEE SHALL BE ENTITLED TO ASSERT HIS RIGHT TO CANCELLATION OF THE CONTRACT OR DIMINUTION OF THE PURCHASE PRICE WITH RESPECT TO THE DEFECTIVE CONTRACT SOFTWARE.

DAMAGE CLAIMS AS A RESULT OF CULPA IN CONTRAHENDO, BREACH OF CONTRACT OR TORTIOUS ACTS AGAINST REALOBJECTS ARE EXCLUDED EXCEPT(I) IN CASES OF WRONGFUL INTENT OR GROSS NEGLIGENCE, (II) IN THE EVENT OF AN ASSUMPTION OF AN EXPRESS QUALITY GUARANTY (IN GERMAN: BESCHAFFENHEITSGARANTIE) OR AN EXPRESS DURABILITY GUARANTY (IN GERMAN: HALTBARKEITSGARANTIE), OR (III) DAMAGES CAUSED BY ANY HARM TO LIFE, BODY, OR HEALTH. THIS EXCLUSION SHALL NOT APPLY IN CASES OF ORDINARY NEGLIGENCE IF MATERIAL CONTRACTUAL OBLIGATIONS HAVE BEEN VIOLATED, BUT IN THIS CASE EACH PARTY SHALL BE LIABLE ONLY FOR COMPENSATION OF TYPICAL, FORESEEABLE DAMAGES. ANY LIABILITY FOR INDIRECT OR CONSEQUENTIAL DAMAGES, E.G. LOST PROFITS SHALL BE EXCLUDED IN ALL CASES. IN NO EVENT SHALL THE OWNER'S LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE.

THE ABOVE PARAGRAPH APPLIES TO REALOBJECTS, ITS LEGAL REPRESENTATIVES, EXECUTIVES AND OTHER EMPLOYEES AND ITS VICARIOUS AGENTS. COMPULSORY LIABILITY IN ACCORDANCE WITH THE PRODUCT LIABILITY ACT SHALL REMAIN UNAFFECTED BY THIS.

REALOBJECTS SHALL NOT BE HELD LIABLE FOR BREACH OF CONTRACT OR DELAY IN THE PERFORMANCE OF CONTRACTUAL OBLIGATIONS, WHICH CAN BE ASCRIBED TO LAWFUL STRIKES OR LAWFUL LOCKOUTS, ANY SHORTAGES, FAILURE OF SUPPLIERS, PUBLIC DISORDER, RIOTS, FIRE, INUNDATION, STORM, EARTHQUAKE, WAR, ACTS OF GOVERNMENT, WORKING CONDITIONS OR OTHER REASONS OUTSIDE THE CONTROL OF THE RELEVANT PARTY.

## **Article 11 - FINAL PROVISIONS**

(1) Entire Agreement. This Agreement is not intended to create, and does not create any partnership, joint venture, agency, fiduciary, employment, or other relationship between the parties, beyond the relationship of independent parties to a commercial contract. Neither party is, nor will either party hold itself out to be, vested with any authority to bind the other party contractually, or to act on behalf of the other party as a broker, agent, or otherwise.

(2) Headings. Headings under this Agreement are intended only for convenience and shall not affect the interpretation of this Agreement.

(3) Waiver. The waiver or failure of either party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. The rights and remedies of the parties set forth in this Agreement are in addition to any rights or remedies the parties may otherwise have at law or equity.

(4) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated,

in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect.

(5) Governing Law and Jurisdiction. This Agreement and the parties' respective performance hereunder will be governed by German laws and regulations and, as far as these are implemented into German law, by international treaties. RealObjects and licensee hereby agree on behalf of themselves, and any person claiming by or through them, that the sole jurisdiction and venue for any litigation arising from or relating to this Agreement will be an appropriate court located in Germany, and licensee specifically waives any objection that such jurisdiction and venue constitute an inconvenient forum.

(6) Contact Information. If you have any questions about this Agreement, or if you want to contact RealObjects for any reason, please direct all correspondence to: RealObjects GmbH, Altenkesseler Str. 17/B6, 66115 Saarbrücken, Germany or e-mail to [info@realobjects.com](mailto:info@realobjects.com)

(7) Other. "PDFreactor" is a trademark or registered trademark of RealObjects in in the European Union and/or various jurisdictions.

(8) Survival. Articles 6, 7, 8, 9, 10 and 11 will survive any termination of this Agreement.

October 2024

RealObjects GmbH  
Altenkesseler Str. 17/B6  
66115 Saarbrücken  
Germany

Telephone: +49 (0)681 985 790  
Facsimile: +49 (0)681 985 7929  
E-mail: [info@realobjects.com](mailto:info@realobjects.com)  
[www.realobjects.com](http://www.realobjects.com)

Copyright © RealObjects GmbH. All rights reserved.