

Legal

# EULA

This is a legal agreement between the user and iText.

## END USER LICENSE AGREEMENT (EULA)

This End User License Agreement (“EULA”) is a legal agreement between you and one (and only one) of the following iText companies:

- If you are a resident of US or Canada, then your counter-party, referred to in this EULA as “iText”, will be iText Software Corp., having a principal place of business at 47 Third Street - Suite 301, Cambridge, MA 02141, United States.
- If you are a resident of Asia or Oceania, then your counter-party, referred to in this EULA as “iText”, will be iText Software Asia Pte., having its registered office at 15 Scotts Road #04-08, Thong Teck Building, 228218 Singapore.
- If you are not a resident of the US or Canada, nor of Asia or Oceania, then your counter-party, referred to in this EULA as “iText”, will be iText Software BVBA, Business Center De Punt, Kerkstraat 108, 9050 Gent, Belgium.

If you are a group of companies, with subsidiaries residing in different countries, then you shall, for the purpose of this EULA, be considered to be a resident of the country in which the most of your users are located at the time of this EULA becoming effective.

If you are agreeing to this EULA not as an individual but on behalf of your company, then “you” means your company, and you are binding your company to this EULA.

This EULA governs the above-identified iText Software products, including any associated media, printed materials and electronic documentation (the “Software Products”).

If you have entered into a separate and signed license agreement ([SLA](#)) or terms of use ([TUO](#)) regarding the Software Products, which contains terms contradictory to this EULA, then the terms of such separate agreement shall prevail.

The Software Products also includes any software updates, add-on components, stencils, templates, shapes, web services and/or supplements that iText Software may make available to you, or that you obtain from the use of features or functionality of the Software Products, to the extent that such items are not accompanied by a separate license agreement or terms of use. By installing, copying, downloading, accessing or otherwise using the Software Products, you agree to be bound by the terms of this EULA. If you should use any additional iText services or tools relating to the Software Products, including but not limited to the iText software development kit, you agree to be bound by the terms in force from time to time, which govern the said usage, and which can be found on iText’s official website or at the place of download of the Software Products or the additional services or tools.

The Software Products are protected by [Intellectual Property laws and treaties](#).

The Software Products are [licensed](#), not sold.

## **1.GRANT OF LICENSE**

Subject to correct payment of the license fees displayed at iText's official website or at the place of download of the Software Products and the terms and conditions of this EULA, iText hereby grants to you a limited, non-exclusive, non-transferable, non-sub-licensable, royalty based, worldwide license to install and make the Software Products available to the agreed number of resource accounts (authorized users). Authorized users may be your employees, representatives, consultants, contractors, agents, or other third parties who are acting for your benefit or on your behalf. Invoicing and payment of the license fee shall be made monthly, unless otherwise agreed. You may increase the number of users by placing a new order. In all cases, you must pay the applicable fee for the increased number of authorized users. You may at any time decrease the number of users from the first day of the next invoicing period by giving prior written notice to iText.

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

**License Key:** Is a unique numbering code used for accessing the Software Products, which will be distributed to you automatically or by e-mail.

Limitations on Reverse Engineering, Decompilation, and Disassembly; You may not reverse engineer, decompile, or disassemble the Software Products, except and only to the extent that such activity is expressly permitted by applicable mandatory law.

No rental, leasing or commercial hosting; You may not rent, lease, lend or provide commercial hosting services to third parties with the Software Products.

## **3.FEES**

License fees and other remunerations are displayed at iText's official website and may be changed by iText by giving at least 6 months prior notice on the website. Each party shall be responsible for its own taxes.

## **4.INTELLECTUAL PROPERTY RIGHTS**

All ownership and intellectual property rights in the Software Products and any copies and derivative works thereof (regardless of form or media in or on which the original or other copies may exist), including but not limited to patents, design rights, copyrights, trademarks, trade-secrets and proprietary know-how, shall be owned by and vested in iText, or iText's licensors, and nothing in this EULA shall constitute or be interpreted as a transfer of such rights from iText to you. You are solely entitled to the limited license to the Software Products specifically granted under this EULA.

## **5.LIMITED WARRANTY, LIMITATION OF WARRANTIES**

iText warrants that the Software Products will perform substantially in accordance with the specifications of the Software Products for a period of ninety (90) days from the date of initial purchase. Any supplements or updates to the Software Products, including without

limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety (90) day limited warranty period are not covered by any warranty or condition, express, implied or statutory. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by iText, you are not entitled to any damages, including but not limited to consequential damages, if the Software Products does not meet iText's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. iText's and its retailers or suppliers' entire liability and your exclusive remedy shall be, at iText's option, (a) return of license fees paid during the preceding three months, or (b) repair or replacement of the Software Products, that does not meet this Limited Warranty. This Limited Warranty is void if failure of the Software Products has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software Products will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

The Limited Warranty that appears above is the only warranty made to you. Except for the Limited Warranty, iText and its retailers/suppliers provide the SOFTWARE Products and support services (if any) "as is" and hereby disclaim all other warranties and representations of any kind, including any warranty of non-infringement, title, fitness for a particular purpose, functionality or merchantability, whether express, implied or statutory.

In no event shall iText or its suppliers/retailers be liable for any special, incidental, indirect, or consequential damages whatsoever arising out of or in any way related to the use of or inability to use the Software Products.

## **6.IP INFRINGEMENT**

iText will, at its own expense, defend you against any claim brought against you by a third party alleging that your authorized use of the Software Products under this EULA infringes a third party's intellectual property rights (a "Claim"), provided that iText have received from you: (a) prompt written notice of the Claim; (b) reasonable assistance in the defense and investigation of the claim, including providing us a copy of the claim and all relevant evidence in your possession, custody or control; and (c) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of the claim. If the Software Products are found to infringe a third party's intellectual property rights, iText, at its own expense, may either (i) obtain rights for you to continue using the Software Products, or (ii) modify the Software Products while maintaining substantially similar functionality, or (iii) terminate your right to continue using the Software Products and refund the license fee paid by you as reduced to reflect a three year straight-line depreciation from the license purchase date. THIS SECTION STATES iText'S SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH ANY PRODUCT OR OTHER ITEMS PROVIDED BY iText UNDER THIS EULA.

## **7.US GOVERNMENT RIGHTS**

The Software Products are to be considered a "commercial item" as that term is defined at FAR 2.101. If you are the US Federal Government (Government) Executive Agency (as defined in FAR 2.101), iText provides the Software Products, including any related software, technology, technical data, and/or professional services in accordance with the following: If acquired by or on behalf of any Executive Agency other than an agency within the

Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this section, it must negotiate with iText to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. This U.S. Government Rights clause in this section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

## **8. TERM AND TERMINATION**

The term of this EULA commences on the day you download or in any other way gain access to the Software Products and is valid until terminated by either party. iText may terminate this EULA without reason and by giving written notice in advance. Such termination shall be effective as from the first day of the calendar month following no less than 30 days after the notice of termination was given. Such notice may be given by notification to you by email or regular mail using the addresses provided by you to iText. Without prejudice to any other rights, iText may terminate this EULA immediately if you fail to comply with the terms and conditions of this EULA. You may terminate this EULA without reason and by giving written notice in advance. Such termination shall be effective as from the first day of the calendar month following no less than 30 days after the notice of termination was given. In the event of termination of this EULA by either party, you must destroy all copies of the Software Products and confirm to iText in writing that the destruction has been fulfilled. In the event of termination of this EULA, you are aware that any license fees paid by you are non-refundable.

## **9. MISCELLANEOUS**

This EULA contains the entire agreement between the parties on the subject matter of this EULA, and supersedes all representations, undertakings and agreements previously made between the parties with respect to the subject matter of this EULA. Consequently, any and all pre-printed standard terms (e.g. on a purchase order, order acknowledgement, pop-up license or invoice) shall not have any applicability unless the other party has expressly accepted the relevant term in writing.

The failure by either party to enforce any provisions of this EULA or to exercise any right in respect thereto shall not be construed as constituting a waiver of its rights thereof.

If any provision of this EULA would at any time be in conflict with any law or regulation compulsorily applicable to this EULA, the parties shall endeavor to amend such provision, so

that the intent of this EULA may be carried out to the extent legally possible. The invalidity, because of any such law or regulation, of provisions of this EULA which are not fundamental to its performance shall not relieve any party from its obligations under the other provisions of this EULA, nor deprive any party of the benefits of such other provisions.

## **10.APPLICABLE LAW, DISPUTES**

This EULA is governed by the laws of Belgium. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Belgian Chamber of Commerce (BCC). The Rules for Expedited Arbitrations shall apply, unless the BCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the BCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The language to be used in the arbitral proceedings shall be English, unless the parties otherwise agree. Notwithstanding the foregoing, iText shall be entitled to bring action before a competent court of law in Belgium, the United States or Singapore, with regard to payment of license fees and with regard to other claims the capital amount of which is less than EUR 50,000.