Software Licence And Technical Support Agreement

Individual site licences
150 users
Max 3 Servers (Physical 4 Core Box)

Non Production & Testing
150 users
Max 3 Servers (Physical 4 Core Box)

IDR Solutions Limited

Important:

This software end user license agreement ("EULA") is a legal agreement between you and IDRsolutions. Read it carefully before using the software. It provides a license to use the software and contains warranty information and liability disclaimers. By installing and using the software, you are confirming your acceptance of the software and agreeing to become bound by the terms of this agreement. If you do not agree to be bound by these terms, then do not use this software.

This EULA shall apply only to the JPedal developer libraries and /or the PDF to HTML5software supplied by IDRsolutions herewith regardless of whether other software is referred to or described herein.

Definitions

In this agreement unless the context otherwise requires:

"Licensed Program"	means the software program in object code form identified in the Schedule;
"Schedule"	means *Schedule 1* that is attached as Appendix 3.
"Licensed Program Materials"	means the Licensed Program and the Program Documentation;
"New Versions"	means versions of the Licensed Program which contain minor improvements and modifications, or corrections from time to time issued by the Company;
"Program Documentation"	means the instruction guide and other information made available by the Company to the Licensee;
"Release"	means a release of the Licensed Program which has substantial enhancements and modifications containing new features, functional improvements or new elements of functionality;
"Use the Licensed Program"	means loading the Licensed Program onto and storing and running it on any computer.
"PDF"	Is an abbreviation for the term "portable document format", being a registered trademark of Adobe Systems Inc.

Grant of Licence

1. The licence granted is a site licence, which means that for each licence purchased, the software may be installed for use by up to 150 users at one physical location on a maximum of 3 Servers with 4 physical cores.
2. A Non Production & testing License is included for development and testing purposes and is an equivalent of the production license (same restrictions apply). For example, if you purchase a server license you will be able to use a second server for testing and development.
3. If you require this software to be used at more than one physical location, then a licence is required to be purchased for each physical location the software is used at. For the avoidance of doubt the licence granted at the date hereof does not permit the Licensee to use the Licensed Program Materials for any other purpose.
4. Nothing in this Agreement will compel the Company to make Releases or New Versions available to the Licensee, except in order to attempt to remedy faults in the Licensed Program.

Governing Law

This agreement is governed by and construed in accordance with English law. Both parties consent to the non-exclusive jurisdiction of the English courts.

Technical Support

1. With effect from the date of purchase the Company shall provide technical support services by email to the Licensee in respect of the Licensed Program, as well as all updates to the Licensed Program for a period of TWELVE MONTHS. Additional periods of support may be purchased from the Company at additional cost.
2. If the support contract on a licence has expired when additional support is purchased, then IDRsolutions will back date the support start date to coincide with the expiration of the previous support agreement.
3. Upon request by the Licensee the Company agrees to use its reasonable endeavours to respond by email within 24 hours of receipt of a request (72 hours in the case of a weekend or public holiday) to diagnose faults in the Licensed Program and to use its reasonable endeavours to rectify such faults.
4. The Licensee agrees to supply the Company with a detailed description of any fault and the circumstances in which it arose forthwith upon becoming aware of the same.
5. Technical support services shall not include the diagnosis and rectification of any fault resulting from:
    a. the improper use, operation or neglect of either the Licensed Program Materials or the equipment on which the software is loaded;
    b. the failure by the Licensee to implement recommendations in respect of or solutions to faults previously advised by the Company;
    c. any repair adjustment alteration or modification of the Licensed Program by the Licensee without the Company's prior written consent;
    d. any breach by the Licensee of any of its obligations under any maintenance agreement in respect of the equipment on which the software is loaded;
    e. the Licensee's failure to install and use in substitution for the previous version any New Version or Release of the Licensed Program within 30 days of receipt acceptance of the same by the Licensee;
    f. the use of the Licensed Program for a purpose for which it was not designed;
    g. the use of pdf files that contain features mentioned in the Implementation list in Appendix one, or features which are added to the pdf specification after the date of this agreement unless such features are supported by a new Release or a New Version provided to the Licensee by the Company.
    h. The Company also reserves the right to charge for modifications to the Licensed Program which are made in order for the Licensed Program to correctly open a pdf file containing variations of the Adobe pdf specification that have not already been seen by the Company.

6. The Company agrees to supply the technical support services **provided that:**
   a. the Licensee agrees to install and use any New Version or Release (in substitution for any earlier version or release) which is made available to the Licensee by the Company, subject to mutual agreement and acceptance testing by the Licensee.
   b. The Licensee shall inform the Company of any changes made to the configuration of the Licenced program, or any other alterations made by the Licensee which materially impact upon the operation of the Licensed Program.

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The Licensed Program Materials contain confidential information of the Company and all copyright trade marks and other intellectual property rights in the Licensed Program Materials are the exclusive property of the Company. The Company assumes mutual non-disclosure and confidentiality between parties.

All information provided to the Company by the Licensee shall be treated as commercially sensitive and will not be disclosed to other parties in any form without prior written agreement from the Licensee.

The Licensee **shall not**:
1. reverse compile, copy or adapt the whole or any part of the Licensed Program Materials for the purposes of correcting errors in the Licensed Program Materials;
2. assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the Licensed Program Materials or use the Licensed Program Materials for any purpose other than as specifically set out herein , or
3. remove or alter any copyright or other proprietary notice on any of the Licensed Program Materials.

The Licensee **shall**:
1. keep confidential the Licensed Program Materials and limit access to the same to those of its employees agents and sub-contractors who either have a need to know or who are engaged in the use of the Licensed Program;
2. inform all relevant employees agents and sub-contractors that the Licensed Program Materials constitute confidential information of the Company and that all intellectual property rights therein are the property of the Company and the Licensee shall take all such steps as shall be necessary to ensure compliance by its employees agents and sub-contractors with the provisions of this clause;
3. notify the Company immediately if the Licensee becomes aware of any unauthorised use of the whole or any part of the Licensed Program Materials by any third party; and
4. take reasonable steps to protect the confidential information and intellectual property rights of the Company in the Licensed Program Materials.

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The Licensed Program Materials have been provided to the Licensee in its entirety prior to this agreement in order for the Licensee to evaluate and assess the suitability of the Software for the Licensee's purposes. The software is provided "as is" and as a result the Company takes no responsibility or liability for any loss or damage arising as a result of using this software.

IDRsolutions declares that no open-source software is incorporated into the licensed software. All program code is written by and owned by IDRsolutions. Additional open source software may be used to extend the functionality of the licensed software, but this is used at the licensee's discretion and risk. IDRsolutions makes no warranty or claim about the ownership or functionality of any third party libraries.

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Assignment

The Licensee shall not be entitled to assign or otherwise transfer this agreement nor any of its rights or obligations hereunder nor sub-licence the use (in whole or in part) of the Licensed Program Materials except with the prior written consent of the Company. Notwithstanding anything to the contrary herein, any transfer or sublicense between Licensee and any of its parents, subsidiaries or affiliates will be permitted without the written consent of the Company. Further, any sublicense to vendors for purposes of providing services to Licensee within the context of supporting the Licensee's Product shall not require prior written consent of the Company.

Appendix One

This document lists areas of the pdf specification which are not fully implemented by the JPedal library and sums up the issues involved

Note on pdf specification

The pdf specification was created by Adobe and there are currently 8 versions (1.0-1.7). This is a very large specification and leaves a number of undocumented and grey areas. JPedal currently implements about 85% of the Adobe specification.

Some pdf generators interpret the specification in different ways. Most of these should work with JPedal or can be made to work with minor modifications.

Implementation List

The following table describes features currently not implemented or partly implemented. Most are very high end features, which we have yet to encounter in our clients files. The following table describes these features with their current state and a note on the feasibility of implementation.

Feature	Status	Comments
Colorspaces		
DeviceRGB	✔	
CalRGB	✔	
DeviceGRAY	✔	
CalGRAY	✔	
ICC	✔	
Indexed	✔	
Lab	✔	
DeviceCMYK	✔	
DeviceN	✔	
Pattern	✔	
Shading	✔	Axial, function, radial shading
Printing (client and server)		
JPS printable support	✔	
JPS pageable support	✔	
PCL optimsations	✔	Custom print modes to improve performance

Implementation List (cont…)

Feature	Status	Comments
XObjects		
Images	✔	
XForms	✔	
Acroforms		
Read FDF	✔	
Read XFA	✔	
Display FDF	✔	Full AP support. Uses Swing widget set. User can add own implementation.
Display XFA	✔	In development
Add Listeners to form objects	✔	All Acroform objects can have Java Listeners attached.
Other Interactive Features		
Read Annotations	✔	
Standard Annotation display	✔	Pop-ups still in development. URLs tracked but external links not currently live.
Custom Annotation display	✔	Allow user to implement own display and add listeners
Bookmarks	✔	
Fonts		
Subsetted font support	✔	
Embedded font support	✔	Support for TrueType, Type 1, CID fonts with embedded data uses IDRsolutions own internal renderer.
Type0	✔	
Type1	✔	
Type1C	✔	
Type3	✔	
TrueType	✔	
CID0	✔	Not fully defined in pdf spec
CID2	✔	Not fully defined in pdf spec
Security		
40/128bit standard encryption	✔	
Adobe custom security		Not Implemented due to patent restrictions

Implementation List (cont…)

Feature	Status	Comments
Filters		
CCITT	✔	
DCT	✔	
JPG 2000	✔	
Flate	✔	
LZW	✔	
Run Length Decode	✔	
Hex	✔	
Ascii85	✔	
JBIG	✔	Uses our own custom Java JBIG Library
Other Features		
File metadata	✔	
1.6 Compressed streams	✔	
Layers		In development
Transparency		In development
Tagged text		Partial support

Appendix Two

The following third party components may be used by the JPedal Developer Libraries:

Library	Author
Bcprov-jdk14-119.jar	From the legion of the Bouncy castle (www.bouncycastle.org). Open source component which handles cryptography.

Appendix Three

Schedule

This Schedule as of the date of purchase entered into for the 'Site' Licenses between IDR Solutions Limited ("IDRsolutions" "Company") and the Licensee dated as the purchase date and commencement of this agreement.

IDR Solutions Products Schedule

IDR Solutions products shall be inclusive of the components and features listed below and as further provided for in the Agreement.

IDR Solutions components/features:
JPedal Java PDF Library – Site License Standard Edition ("JPedal")
      PDF to Image Conversion
      Image and text Extraction
      Search Tools
      Forms Access
      Rendering onto G2
      Viewer/Printing – Max 3 Servers (4 Real Cores), up to 150 Users
      Non Production and Testing - Max 3 Servers (4 Real Cores), up to 150 Users

Pricing Schedule:

JPedal License (1x fee):	$ 950.00 USD

Notes:

1. Annual Support and maintenance is included at no cost for the first12 months.
2. Subsequent annual support and maintenance may be purchased on a yearly basis for 15% of the license (OEM/Enterprise license) fee ($1,342.5) or for $200.00 US Dollars for a 'Server' or a 'Site license'.
3. IDR Solutions reserves the right to increase this rate in later years or if the customer makes excessive use of support.