

Siberix PDF Sparkle

Software License Agreement

This is a license agreement between Siberix Technologies ("Licensor") and you ("Licensee"), either as an individual, company or a single entity in which Licensor grants Licensee certain rights in the software known as "Siberix PDF Sparkle" ("Software").

The Software refers to the current release version of the product at the time of this agreement and includes executables, dynamic link libraries, source code, documentation files, associated media and printed materials.

BY USING, MODIFYING OR DISTRIBUTING THE SOFTWARE OR ANY LARGER WORK THAT IS BASED ON THE SOFTWARE, YOU INDICATE YOUR ACCEPTANCE OF THIS LICENSE, AND ALL ITS TERMS AND CONDITIONS FOR COPYING, DISTRIBUTING OR MODIFYING THE SOFTWARE OR PRODUCING LARGER WORK BASED ON IT.

NOTHING OTHER THAN THIS LICENSE GRANTS YOU PERMISSION TO MODIFY OR DISTRIBUTE THE SOFTWARE OR ITS DERIVATIVE WORKS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THE SOFTWARE IN ANY FORM OR MANNER.

1. Grant of license

This is a license agreement, and NOT an agreement for sale. Licensor grants Licensee a non-exclusive, non-transferable, royalty-free license to use the Software according to the terms and conditions given below.

2. Ownership

Licensor represents and warrants that it is the sole creator and owner of the Software. Licensee has no ownership rights in the Software. Rather, he has a license to use the Software as long as this License Agreement remains in full force and effect. Ownership of the Software, Documentation and all intellectual property rights therein shall remain at all times with Licensor. Any other use of the Software by any other entity is strictly forbidden and is a violation of this License Agreement.

3. Copyright

The Software contains material that is protected by Canadian Copyright Law and trade secret law, and by international treaty provisions. Licensor expressly reserves all rights not granted to Licensee herein. Licensee may not remove any proprietary notice of Licensor from any copy of the Software.

4. Distribution

In the event that Licensee integrates the Software into any product or software application and proposes to resell or redistribute the resulting integrated product or software application, he shall comply with the following conditions and requirements:

- a) Licensee may not resell, rent, lease or distribute the Software alone. The Software must be distributed as a component of an application and bundled with an application or with the application's installation files. The Software may only be used as part of, and in connection with, the bundled application, and may be compiled into such larger application and distributed by Licensee.
- b) Licensee may not resell, rent, lease or distribute the Software in any way that would compete with Siberix PDF Sparkle.
- c) A valid copyright notice must be provided within the user documentation, start-up screen or in the help-about section of Licensee's application that specifies Licensor as the provider of the Software

bundled with Licensee's application.

5. Restrictions

Licensee shall not do, engage or authorize any or all of the following acts: use, copy, display, perform or distribute the Software except as provided in this License Agreement; decompile, disassemble or reverse assemble, reverse compile, decrypt, extract, translate or otherwise reverse engineer the Software; purport or attempt to transfer or lease, assign, sublicense or rent the Software, in whole or in part; distribute additional software intended to replace any components of the Software; modify the Software without obtaining the prior written consent of Licensor.

6. Source code

In the event that Licensee obtains a license to any of the Software source code, he shall comply with the following conditions and requirements:

- a) Licensor retains all right, title and interest in and to the Software source code. Licensing of the Software source code does not constitute a transfer of ownership under Siberix PDF Sparkle.
- b) Licensee may modify the Software source code, however such modifications do not constitute ownership of the source code. Modifications to the Software source code may not be sold, transferred or published in any manner whatsoever, provided that inclusion of the Software in a larger application, as permitted herein, shall not be a prohibited modification of the Software.
- c) Licensee acknowledges that the Software source code is licensed "AS-IS", without warranty of any kind, and agrees that Licensor is under no obligation to provide technical support for any original or modified Software source code. Licensee further acknowledges that Licensor may modify the Software source code in the future and is not required to provide Licensee with those modifications under the terms of this agreement.

7. Confidentiality

Licensee acknowledges that the Software contains proprietary trade secrets of Licensor and Licensee hereby agrees to maintain the confidentiality of the Software using at least as great a degree of care as you use to maintain the confidentiality of your own most confidential information. Licensee agrees to reasonably communicate the terms and conditions of this License Agreement to those persons employed by Licensee who come into contact with the Software, and to use reasonable best efforts to ensure their compliance with such terms and conditions.

8. Limited warranty

NO WARRANTIES. Licensor expressly disclaims any warranty for the Software. The Software and any related documentation is provided "AS-IS" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The entire risk arising out of use or performance of the Software remains with Licensee.

9. Limitation of liability

NO LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. In no event shall Licensor be liable for any damages whatsoever (including, without limitation, indirect, special, punitive, or exemplary damages for loss of business, loss of profits, business interruption, or loss of business information) arising out of the use of or inability to use this Software and related materials, even if Licensor has been advised of the possibility of such damages.

10. Export restrictions

This License Agreement is expressly made subject to any laws, regulations, orders, or other

restrictions on the export from Canada of the Software or information about such Software, which may be imposed from time to time by the government of Canada. Licensee shall not export the Software without compliance with such laws, regulations, orders, or other restrictions.

11. Termination

This License Agreement is effective until it is terminated. Licensee may terminate this License Agreement at any time by destroying or returning to Licensor all copies of the Software in his possession or under his control. Licensor may terminate this License Agreement if it finds that Licensee has violated any of the terms of this License Agreement. Upon notification of termination, Licensee agrees to destroy or return to Licensor all copies of the Software and to certify in writing that all known copies, including backup copies, have been destroyed. All provisions relating to confidentiality, proprietary rights, and non-disclosure shall survive the termination of this Software License Agreement.

12. General

This License Agreement shall be construed, interpreted and governed by the laws of Canada without regard to conflicts of law provisions thereof. This License Agreement shall constitute the entire Agreement between the parties hereto. Any waiver or modification of this License Agreement shall only be effective if it is in writing and signed by both parties hereto. The Licensee is not allowed to transfer or assign his rights and duties arising from this contract to a third party. If a court of competent jurisdiction finds any part of this License Agreement invalid or unenforceable, the remainder of this License Agreement shall be interpreted in full force and effect.