

FastPdfKit

Software License Agreement for FastPdfKit version 4.0

PLEASE READ CAREFULLY: BY USING THE LIBRARY (AS DEFINED BELOW) AND/ OR CLICKING ON THE 'ACCEPT' BUTTON BELOW, YOU (EITHER ON BEHALF OF YOURSELF AS AN INDIVIDUAL OR ON BEHALF OF AN ENTITY AS ITS AUTHORIZED REPRESENTATIVE) AGREE TO ALL OF THE TERMS OF THIS END USER LICENSE AGREEMENT REGARDING THE USE OF THE SOFTWARE. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, CLICK ON THE 'DISAGREE' BUTTON. THIS WILL CANCEL THE INSTALLATION.

1) GRANT OF LICENSE:

Subject to the terms below (the 'Agreement'), DIMENSION S.r.l. hereby grants you a non-exclusive, non-transferable license to use the static library FastPdfKit (the 'Software').

The Software must not be used without a valid license. You may copy the Software for back-up or archival purposes. For the avoidance of doubt the Software is licensed on a per-application base.

The Software can be used to create just one iOS application with the bundle identifier specified on the license. You can then distribute that application on the App Store or with other services.

You agree to terminate your use of the Software on the date agreed if you have purchased a term-based license.

The standalone runtime may be redistributed royalty free, as long as it is produced using a licensed version of the Software.

2) LICENSING RESTRICTIONS:

FastPdfKit may be licensed by any company, educational institution, incorporated entity or individual.

3) TITLE:

You acknowledge that no title to the intellectual property in the Software is transferred to you. Title, ownership, rights, and intellectual property rights in and to the Software shall remain that of DIMENSION S.r.l.. The Software is protected by copyright and patent laws of Italy and international treaties.

4) DISCLAIMER OF WARRANTY:

YOU AGREE THAT DIMENSION S.R.L.. HAS MADE NO EXPRESS WARRANTIES, ORAL OR WRITTEN, TO YOU REGARDING THE PRODUCTS AND THAT THE PRODUCTS ARE BEING PROVIDED TO YOU 'AS IS' WITHOUT WARRANTY OF ANY KIND. DIMENSION S.R.L. DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY. YOUR RIGHTS MAY VARY DEPENDING ON THE STATE IN WHICH YOU LIVE. DIMENSION S.R.L. SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, COVER, RELIANCE, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT.

5) LIMITATION OF LIABILITY: YOU USE THIS LIBRARY SOLELY AT YOUR OWN RISK. IN NO EVENT SHALL DIMENSION S.R.L. BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS, OR OTHER INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE SOFTWARE, EVEN IF DIMENSION S.R.L. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DIMENSION S.R.L. BE LIABLE FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE COST OF THE SOFTWARE. THIS LIMITATION SHALL APPLY TO CLAIMS OF PERSONAL INJURY TO THE EXTENT PERMITTED BY LAW.

6) TERMINATION:

This Agreement shall terminate automatically if you fail to comply with the limitations described in this Agreement. No notice shall be required to effectuate such termination. Upon termination, you must remove and destroy all copies of the Software. For the avoidance of doubt, failure to pay invoices, sharing of license between applications, and/or reselling of license will result in termination of this agreement.

7) MISCELLANEOUS:

Severability:

In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

Governing Law:

This Agreement will be governed by the laws of the State of Italy as they are applied to agreements between Italy residents entered into and to be performed entirely within Italy. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

Entire Agreement:

You agree that this is the entire agreement between you and DIMENSION S.r.l., which supersedes any prior agreement, whether written or oral, and all other communications between DIMENSION S.r.l. and you relating to the subject matter of this Agreement.

Reservation of rights:

All rights not expressly granted in this Agreement are reserved by DIMENSION S.r.l..

Derivative work:

Whether you are licensing the Software as an individual or on behalf of an entity, you may not: (a) reverse engineer, decompile, or disassemble the Software or attempt to discover the source code; (b) modify, or create the Software in whole or in part without the express written consent of DIMENSION S.r.l.; (c) remove any proprietary notices or labels on the Software.

Definitions:

For the purpose of this agreement, “FastPdfKit” means the editor and runtime technology advertised and marketed by the Company; “FastPdfKit Free”, “FastPdfKit Basic”, “FastPdfKit Plus” and “FastPdfKit Extra” mean different versions of FastPdfKit with additions as fixed by the Company.

Support:

The Company will employ best efforts to provide free support and will notify users of typical response times. At the Company’s discretion access to support may be restricted or prioritized to deliver a fair service. The Company may introduce and offer other support services from time-to-time.

Updates:

The Company will employ best efforts to provide updated Software to support new iOS versions and new Apple devices.

Source Code:

If The Company decides to stop supporting FastPdfKit or closes down, the FastPdfKit code will be open sourced.

DIMENSION S.r.l.