

Qoppa PDF Studio SOFTWARE LICENSE AGREEMENT and STANDARD TERMS AND CONDITIONS

This document is a legal agreement (the "Agreement") between you the purchaser and Qoppa Software, LLC ("Qoppa"), which contains the terms and conditions that must be complied with if you wish to download and use the software from Qoppa's website or the website of a Qoppa reseller.

QOPPA IS WILLING TO LICENSE THE SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. PLEASE READ ALL OF THE TERMS OF THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE. IF YOU DOWNLOAD, INSTALL OR USE THE SOFTWARE YOU ARE THEREBY ACKNOWLEDGING THAT YOU HAVE READ ALL OF THE TERMS OF THIS AGREEMENT AND THAT YOU ARE BOUND BY THEM.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE. PROMPTLY REMOVE ALL COPIES OF THE SOFTWARE FROM ANY COMPUTERS OR OTHER MEDIA TO WHERE IT WAS DOWNLOADED OR COPIED AND CONTACT QOPPA WITHIN 30 DAYS OF YOUR RECEIPT OF THE SOFTWARE FOR A FULL REFUND OF THE PRICE PAID. BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE YOU ARE ACKNOWLEDGING THAT YOU HAVE PAID OR WILL PAY ALL QOPPA INVOICES ISSUED IN CONNECTION WITH THIS AGREEMENT WITHIN 30 DAYS OF THE DATE OF SUCH INVOICE.

License agreement: Use and distribution

IMPORTANT -- READ CAREFULLY BEFORE INSTALLING SOFTWARE. By installing the enclosed software, you indicate your acceptance of the following Qoppa Software License Agreement.

1. Grant of License to Use: The Qoppa Software product that accompanies this license is referred to herein as "SOFTWARE." Qoppa Software LLC ("Qoppa Software") grants to you as an individual, a personal, non-exclusive license to make and use copies of the SOFTWARE for its intended purpose. You may

- a) Install copies of the SOFTWARE on an unlimited number of computers, provided that you are the only individual using the SOFTWARE, or
- b) Install one copy of the SOFTWARE on a single computer for use by multiple users, but not simultaneously.

If you are an entity, Qoppa Software grants you the right to designate one individual within your organization to have the right to use the SOFTWARE in the manner provided above. Qoppa Software reserves all rights not expressly granted.

2. Subscription Updates: Upon receipt of future subscription updates of the SOFTWARE (an "UPDATE"), you may use or transfer the UPDATE only in conjunction with your then-existing SOFTWARE. The SOFTWARE and all UPDATES are licensed as a single product, and the UPDATES may not be separated from the SOFTWARE for use by more than one user at any time.

3. Distribution: You may not distribute the software in any form or medium except as provided by 1.

STANDARD TERMS AND CONDITIONS

1. Description of Other Rights and Limitations
 - a) Limitations on Reverse Engineering, Decompilation, and Disassembly.

You may not reverse engineer, decompile, or disassemble the Software, nor will you aid, abet, or permit others to do so, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

b) Confidentiality.

You shall protect the confidentiality of the Software and any documentation at least to the degree used by Licensee to protect your own proprietary materials, and which shall not be less than reasonable protection.

c) Indemnity.

You agree to indemnify, hold harmless, and defend Qoppa and its suppliers from and against any claims or lawsuits, including attorney's fees that arise or result from the installation or use of the Software.

d) No Rental.

You may not rent, lease, or lend the Software to any other party.

e) Dual-Media Software.

You may receive the Software in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your computer. You may not use or install the other medium on another computer. You may not loan, rent, lease, or otherwise transfer the other medium to another user.

2. Upgrades

If the Software is labeled as an upgrade, you must be properly licensed to use a product identified by Qoppa as being eligible for the upgrade in order to use the Software. Software labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this Agreement.

3. Copyright Limitations

All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software), the accompanying printed materials, and any copies of the Software are owned by Qoppa or its suppliers. The Software may contain materials owned by Sun Microsystems, Inc. If so, all title in and copyright to the Java™ Technology are owned or licensed by Sun Microsystems, Inc., all rights reserved.

The Software is protected by copyright and intellectual property laws and international treaty provisions. Therefore, you must treat the Software like any other copyrighted material except that you may install the Software on the number of computers indicated in this Agreement provided that you keep the original solely for backup or archival purposes. You may not copy any printed materials accompanying the Software.

4. Terms and Termination

This Agreement shall remain effective until terminated. Without prejudice to any other rights, Qoppa may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement. In such event you must destroy all copies of the Software and all of its component parts. You may terminate this Agreement at any time by destroying all copies of the Software and all of its component parts.

5. Limited Warranty

(a) Installation and Use. You assume full responsibility for the selection of the Software to achieve your intended results, and for the installation, use, and results obtained from the Software.

(b) Medium. Qoppa warrants that the medium on which the software is recorded will be free from defects in materials and workmanship under normal use for a period of 30 days from the date you agree to accept the terms of this agreement. Qoppa will replace any software which fails to meet this limited warranty. If Qoppa is unable to deliver a satisfactory replacement medium, you may terminate this license by returning the software to an authorized Qoppa representative. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction.

(c) No Performance Warranty. You are responsible for the entire risk with respect to the quality and performance of the software itself. The software is provided by Qoppa "as is" without any warranty or

representations of any kind, express or implied, and to the maximum extent permitted by law, Qoppa specifically denies (A) The existence of any implied warranties relating to merchantability, fitness for a particular purpose, title and non-infringement, or provision of or failure to provide support services; (B) That software errors (if any) will be corrected; and (C) That the software will operate uninterrupted or error free. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

(d) Specific Disclaimer for High-Risk Activities. The Software is not designed or intended for use in high-risk activities including, without restriction, on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility. Qoppa and its suppliers specifically disclaim any express or implied warranty of fitness for such purposes or any other purposes.

6. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Qoppa, or its suppliers or authorized representatives, be liable for lost revenue, profit or data, or for any special, incidental, indirect, punitive or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the software or the provision of or failure to provide support services, even if Qoppa has been advised of the possibility of such damages. In any case, Qoppa's entire liability under any provision of this agreement (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) shall be limited to the amount actually paid by you for the software. Some jurisdictions do not allow the exclusion or limitation of liability, so the above limitation may not apply to you.

The provisions of this Section 6 allocate risks under this Agreement between you and Qoppa. Qoppa's pricing reflects this allocation of risk and limitation of liabilities.

7. Taxes and Duties

License fees do not include any sales, use, value added, consumption or goods and services tax, import duties, or any other taxes or charges which may be exigible for this product or license, all of which will be your responsibility. You shall have no obligation to pay any taxes levied on Qoppa's net income.

8. U.S. Government Restricted Rights

The Software and documentation are provided with **RESTRICTED RIGHTS**. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in Clause 252.227-7013(c)(1) of the DFARS and Clause 52.227-19(c)(2) of the FAR, as amended from time to time and where applicable. Manufacturer is Qoppa Software, LLC, 675 Seminole Ave, Suite 102, Atlanta, GA 30307, USA.

9. Export Restrictions

You agree that you do not intend to nor will you, directly or indirectly, export or transmit the Software or related documentation and technical data, or process, or service that is the direct product of the Software, to any country to which such export or transmission is restricted by any applicable U.S. or other State regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

10. Public Domain Software

This Agreement, and the warranties, remedies, limitations, conditions and restrictions contained herein do not apply to any software clearly marked as being in the public domain.

11. Miscellaneous

(a) Governing Laws. If you acquired this product in the United States this Agreement is governed by the laws of the State of Georgia, and the parties agree to resolve any dispute exclusively in the courts at Atlanta, GA, USA. If you acquired this product outside of the United States, this Agreement is governed by the laws of the United States and the laws of the State of Georgia applicable therein, and the parties agree to resolve any dispute exclusively in the courts at Atlanta, GA, USA.

(b) Notices. Should you have any questions concerning this Agreement, or if you desire to contact Qoppa for any reason, please contact the Qoppa at info@qoppa.com or write to: Qoppa Software, LLC. 675 Seminole Ave, Suite 102, Atlanta, GA 30307, USA.

(c) Severability. If any provision of this Agreement is found to be void or unenforceable, it will not affect

the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. If any remedy provided is determined to have failed its essential purpose, all limitations of liability and exclusions of damages set forth in the Limited Warranty shall remain in full force and effect.

(d) Complimentary Products. Qoppa products are frequently capable of running in combination with other software products, such as Microsoft Windows, or are capable of producing output in formats based on other software products, such as Adobe Acrobat (collectively referred to as "Complimentary Products"). It is your responsibility to ensure that you have acquired licenses to use all such Complimentary Products.

(e) Assignment. You may not assign this Agreement, in whole or in part, without the prior written consent of Qoppa. This Agreement shall endure to the benefit of and be binding upon you and Qoppa and each of our respective successors and permitted assigns.

(f) Force Majeure. A party shall be excused from performance under this Agreement for any period to the extent that a party is prevented from performing any obligation as a result of causes beyond its reasonable control and without its negligent or willful misconduct.

(g) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral agreements on the subject matter herein. Any other terms or conditions included in any purchase order, acknowledgments or other forms utilized by you shall not be incorporated in this Agreement or be binding upon the parties unless Qoppa expressly agrees in writing or unless otherwise provided for in this Agreement.