

PDF-XChange

This License Agreement details your rights and entitlement to use PDF-XChange, PDF-Tools (where bundled) and all other utilities and components. Please read it carefully and treat it as valuable Property.

This Agreement is between you (either an individual or an entity) and Tracker Software Products Ltd, (hereinafter called 'Tracker') Tracker is willing to grant you the following the rights to use the Software known as PDF-XChange and its accompanying documentation (collectively, the 'Software') only if you agree to be bound by all of the terms and conditions of this Agreement, relevant to the version in use as distinguished by the term 'End User.' If you are not willing to agree to any of the terms of this Agreement, Tracker is unwilling to grant you a license and you should not open the sealed media package or distributed software files if it was supplied by electronic distribution.

Instead you must promptly return any sealed media packaging and documentation or in the case of electronic distribution delete it completely from any storage media you may have saved it to. If you meet these above conditions any payment you have made will be refunded, except in the case where a trial version of the Software was used prior to payment and an unlock code was subsequently supplied.

1.Ownership: The Software is and shall remain a propriety product of Tracker. Tracker and Tracker's suppliers shall retain ownership of all Copyrights, Patents, Trademarks, Trade Names, Trade Secrets and other proprietary rights relating to or residing in the Software. Except for the license grant provided in Section 2, you shall have no right, title or interest in or to the Software. The Software is licensed, not sold, to you for you to use only under the terms of this Agreement. If you agree to be bound by all of the terms of this Agreement you will only own the media (if any) on which the Software may have been provided, not the Software itself.

2.Grant of License: Tracker grants you a personal, non-exclusive, non-transferable, restricted right to use one copy of the Software in the country in which you acquired the Software, for your own internal business purposes, subject to the terms of this license Agreement. If you have purchased from Tracker or its Authorised Distributor the right to use the Software for Multiple Users to store and retrieve data, then your license shall allow such multiple concurrent access, limited to the number of Users for which such a right has been paid. At any time you may have only one copy of the installation and files for the Software stored on any device or medium per user license purchased or if a site license as many as you may reasonably require, save one additional copy may be kept as a backup copy on a suitable medium per user license purchased. Owners of a Corporate Licenses may use and install the software on an unlimited number of workstations but not servers for use by unlimited numbers of users with the following restrictions: 1: A single Site license is for a single Corporate location; 2: Owners of the Corporate license 'SN' may install and use the software on unlimited sites within a Single National Border/Nation – but not in other countries; 3: Owners of the World Wide Corporate License shall have the right to install and use the software in an unlimited number of locations and without any restriction on use in so far as national borders are concerned – all of these licenses relate to a single Corporate body or wholly owned subsidiary enterprise. 4. PDF-XChange may only be installed on equipment directly owned or leased by the Licensee and not 3rd party equipment owned or leased by its staff or any other, however in the case of Academic Licensee's Teaching staff may install on personal equipment used in pursuance of their academic course work, installation and use on the personal equipment of students is specifically prohibited . This license does not allow accessing of the API of the software – even if you have a developer kit – this is an END USER ONLY product – not a developer software tool you understand that Tracker may update the Software at any time and in doing so incurs no obligation pursuant to this Agreement to furnish such updates to you.

3.Restrictions: I) TRACKER RESERVES ALL RIGHTS IN THE SOFTWARE NOT EXPRESSLY GRANTED TO YOU. II) EXCEPT AS PERMITTED IN SECTION 2, YOU MAY NOT USE, COPY, MODIFY, CREATE DERIVATIVE WORKS OF, SELL, DISTRIBUTE, ASSIGN, PLEDGE, SUB LICENSE, LEASE, LOAN, RENT, TIMESHARE, DELIVER, ELECTRONICALLY TRANSMIT OR OTHERWISE TRANSFER THE SOFTWARE, NOR PERMIT ANY THIRD PARTY TO DO ANY OF THE FOREGOING. III) YOU MAY NOT REMOVE FROM THE SOFTWARE, OR ALTER ANY OF THE TRADEMARKS, TRADE NAMES, LOGO'S, PATENT OR COPYRIGHT NOTICES OR MARKINGS, OR ADD ANY OF THE FOREGOING TO THE SOFTWARE. IV) YOU MAY NOT DERIVE OR ATTEMPT TO DERIVE ANY OF THE SOURCE CODE BY ANY MEANS, NOR PERMIT A THIRD PARTY TO DO SO. V) YOU MAY NOT REVERSE ENGINEER, DECOMPILE, DISASSEMBLE, OR TRANSLATE THIS SOFTWARE OR ANY PART THEREOF. VI) NO LICENSES ARE GRANTED UNDER THIS LICENSE AGREEMENT UNDER ANY PATENTS OF IMAGES. IF YOU BELIEVE YOU NEED ANY SUCH LICENSES YOU MUST CONTACT ANY THIRD PARTIES YOURSELF DIRECTLY TO OBTAIN THEM.

4.Limited Warranty: Tracker does not warrant that the functions contained in the Software will meet your requirement or that the operation of the Software will be uninterrupted or error free (it is finished 'As Is' and without warranty as to performance or results). Tracker warrants that the media that the Software is supplied on will be free from defect for a period of thirty (30) days from the receipt of the Software or in the case of Electronic Supply that the 'wrapper' the Software is contained in, shall be complete and without defect on our end of the connection. We cannot warranty however that it will be received in the same condition as the means of supply is beyond our absolute control. This Limited Warranty shall be void if failure of the Software to conform with the Warranty has resulted from improper installation, misuse, testing, neglect, accident, fire or other hazard or any breach of this Agreement. This warranty is limited to you and is not transferable. No Tracker Supplier, agent or employee is authorized to make any changes, modifications, alterations, extensions or additions to this limited Warranty. This Software is not warranted against infringement of any third part patents. Tracker has done no investigation as to infringement, and you agree that you will assume the risk of any such infringement from your use of Software.

5.Limited Remedies: In the event of a breach of the foregoing limited warranty, you must return the Software to Tracker or the Tracker authorised distributor that provided you with the Software, Postage Prepaid, before the expiration of the warranty period, with a copy of the invoice for the Software. Tracker's entire liability shall and your exclusive remedy shall be, at Tracker's sole discretion, either to I) refund the license fee you paid and terminate this Agreement. Or II) Provide a replacement copy of the Software. Any replacement being warranted for thirty (30) days.

6.No Other Warranties: OTHER THAN THE FOREGOING LIMITED WARRANTY, WHICH IS MADE SOLELY BY TRACKER AND NOT BY ANY OTHER TRACKER SUPPLIER, THIS SOFTWARE IS BEING LICENSED TO YOU 'AS IS' WITHOUT WARRANTY OF ANY KIND. TRACKER AND ITS SUPPLIERS DISCLAIM AND REJECT ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU, IN WHICH CASE THE DURATION OF ANY IMPLIED WARRANTIES IS SIXTY (60) DAYS FROM THE DATE THE SOFTWARE IS RECEIVED BY YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

7.Limitation Of Liability: TRACKER'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE), SHALL NOT EXCEED THE LICENSE FEES PAID BY YOU TO TRACKER UNDER THIS AGREEMENT. NO TRACKER SUPPLIER'S SHALL HAVE ANY LIABILITY WHATSOEVER UNDER THIS AGREEMENT. TRACKER AND ANY OF TRACKER'S SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF TRACKER OR SUCH SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. TRACKER SHALL NOT BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO THE SOFTWARE. THE LIMITED WARRANTY, LIMITED REMEDIES AND LIMITED LIABILITY PROVISIONS CONTAINED IN THIS AGREEMENT ARE FUNDAMENTAL PARTS OF THE BASIS OF TRACKER'S BARGAIN HEREUNDER, AND TRACKER WOULD NOT BE ABLE TO PROVIDE THE SOFTWARE TO YOU ABSENT OF SUCH LIMITATIONS.

8:Free & Trial Versions: Where the Software is provided free on a permanent, semi permanent, limited use or trial basis all the terms relating to licensing shall be identical, save that you accept there has been no financial gain on Tracker's part and as such you use the Software without warranty or guarantees of any kind. The risk is entirely yours and you acknowledge this. You agree to indemnify us against all claims by you or any third party for any reason whatsoever. You accept that we have provided the Software for your sole benefit and have received nothing to our benefit and as such cannot be held responsible in any way and for any reason.

9.Termination: You may terminate this Agreement at any time. This Agreement shall terminate automatically upon breach of any term of this Agreement. Upon termination you shall destroy the Software and any backup copy you made pursuant to this Agreement.

10.Government End Users: This paragraph applies only if you are a branch or agency of the U.S. government. The Software is comprised of 'Commercial Computer Software' and 'Commercial Computer Software Documentation' as such terms are used in 48 C.F.R. 12.212 (Sept 1995) and is provided to the Government I) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in C.F.R. 12.212 or II) for acquisition by or on behalf of units of the Department of Defence, consistent with the policies set forth in 48 C.F.R. 227-7202-1 (Jun 1995) and 227-7202-3(Jun 1995).

11. General: This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of England.

If any of the provisions of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect. This Agreement is the final, complete and exclusive Agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written, and may not be amended except by writing executed by both parties.

Copyright: This Software and all accompanying documentation are copyrighted and Tracker reserves all rights.

The accompanying End User License Agreement specifies the terms and conditions governing use of this product.