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- 1.2. "Confidential Information"** is any information marked as confidential. Confidential Information does not include information:(a) which is publicly known; (b) which is disclosed to the other party without restriction by a third party and without any breach of confidentiality by the third party; or (c) which is developed independently by the other party without reliance on any of the discloser's Confidential Information.
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- 1.5. "Maintenance Subscription"** means paid access to Product Updates and fixes.
- 1.6. "Physical Location"** means any physical address. For example, each store and/or office with different address is a separate physical location.
- 1.7. "Product"** means the Software licensed under this Agreement.
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- 1.9. "SaaS" or "Software as a Service"** means a model of software deployment whereby a provider licenses an application to customers for use as a service on demand.

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- 1.11. "Updates"** means technical support, new version, new release, and/or supplements to the Product and/or related information.
- 1.12. "You" and "Your"** mean the purchaser, either an individual or a single entity.
- 2. GRANT OF LICENSE.** Aspose grants You the rights described in this Agreement provided that You comply with all the terms and conditions of this Agreement:
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- 2.1.5. *Site OEM License.*** A Site OEM license permits up to ten (10) developers to create an unlimited number of Derived Works using the Product. A Site OEM license allows royalty-free deployment of any number of Derived Works, including SaaS, using the Product, to unlimited physical locations.
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- 4.3.2.** Aspose does not guarantee that any fix will be provided in any given time period. Any estimates provided are estimates only and are not binding or enforceable.
- 4.3.3.** Updates and fix notifications are posted in the Aspose Support Forum; they are not provided directly to You. You agree to check the relevant Support Forum for Updates and fixes.
- 4.3.4.** Aspose will provide support status updates when You request them.
- 4.3.5.** Aspose will typically provide support for the Product throughout the license subscription period whether the Product has been discontinued or not. However, Aspose reserves the right to cancel support, whether provided for free or Enhanced Support for a fee, at any time and for any reason.
- 4.4. Enhanced Support:** Enhanced Support services will be provided substantially as described in the description of services available at <http://www.aspose.com>. In addition to the terms in Section 4.3, the following shall apply:

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    - a) Aspose will make a reasonable effort to notify You at least thirty (30) days prior to close of business.
    - b) You will be provided with the option of purchasing source code for the Product for which You own current licenses at a cost of no more than the cost of a single Site OEM license at that time. Some proprietary portions of the source code may be provided in compiled form only.
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- 8. NONDISCLOSURE.** Both Parties recognize that the other Party may obtain proprietary and/or Confidential Information in the course of their business. Each Party agrees to protect each other's Confidential Information as follows:
- 8.1. Time and Method.** Both during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to hold each other's Confidential Information in confidence and to protect the disclosed Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information as they use to protect their own confidential information of a like nature.
- 8.2. Permitted Disclosure to Employees.** Each Party agrees that it will only disclose Confidential Information to its responsible employees, contractors, professional advisors and similarly situated individuals who have a bona fide need to know and who are bound by agreement or by law to keep such information confidential.
- 8.3. Other Permitted Disclosures.** Each Party may disclose Confidential Information (i) as authorized by the other Party in writing or (ii) to the extent required by applicable law, court, or government agency, provided that the Party required to disclose Confidential Information promptly notifies the other Party and cooperates with any efforts by the other Party, at the other Party's expense, to limit such disclosure by means of seeking a protective order or requesting confidential treatment. Other than those expressly allowed under this Section 10 of the Agreement, no other disclosures of Confidential Information are permitted.
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## **10. LIMITED WARRANTY AND DISCLAIMER.**

- 10.1.** Except with respect to an evaluation version of the Product, Aspose warrants that, for a period of thirty (30) days from the date of delivery (as evidenced by a copy of Your receipt) when used with a recommended hardware configuration, the Product will perform in substantial conformance with the documentation supplied with the Product. This warranty applies only on initial Product purchases and does not apply to Subscription renewals or Updates.
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- 10.4. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE PRODUCT, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY.**

- 10.5. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ASPOSE, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.**
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- 12. LIMITATION OF LIABILITY.** Except with regard to: (i) breach of confidentiality obligations; and (ii) any costs associated with the defense chosen by Aspose pursuant to Section 13 "Indemnification," and (iii) settlement, to the infringed upon party, of an intellectual property right claim or moral right claim, liability shall be limited as follows:
- 12.1. NEITHER ASPOSE NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE PRODUCT AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ASPOSE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**
- 12.2. ASPOSE'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES, FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE PRODUCT THAT CAUSED SUCH DAMAGE.**
- 12.3. THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT.**
- 12.4. Force Majeur.** Aspose is not liable hereunder by reasons of failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, war, acts of terrorism, fires, flood, storm, explosions, earthquakes, acts of God, government action, labor conditions, or any other cause which is beyond its control.



- 13. INDEMNITY.** You agree to hold Aspose harmless against, and at Your expense handle and defend, any claim and defend any third party suit brought against You based upon an allegation that any software developed by You and included in Derived Works produced using the Product constitutes an infringement of any international patent, or any copyright or other proprietary or intellectual property right. You shall pay all damages and costs awarded in such suit.

Aspose will indemnify, defend and hold You, and/or Your and/or its affiliated and/or subsidiary companies harmless against any claims, legal actions, losses and other expenses arising out of or in connection with any claims that the Product and/or related documentation infringes or violates any intellectual property right of any third party ("Claim"), on the condition that You notify Aspose promptly of the Claim and give Aspose sole control of the defense and negotiations for its settlement or compromise. If You become, or may become, prohibited from continued use of the Product by reason of an actual or anticipated Claim, Aspose will use its reasonable efforts to do the following: (a) obtain for You the right to use the Product, or (b) replace or modify such Product so that it is no longer subject to a Claim, but performs the same functions in an equivalent manner.

In the event that Aspose determines, in its sole discretion, that neither (A) nor (B) is commercially reasonable, Aspose shall refund the residual value of the license fees paid by You for the infringing Product, depreciated using a straight line method of depreciation over a forty-eight month period from the date of delivery of the Product to You.

- 14. TAXES.** The license fees and any other amounts payable pursuant to the terms and conditions herein are exclusive of all national, state, regional, local municipal or other taxes and fees including, but not limited to, excise, sales, use, property, ad valorem, intangibles, goods and services and value added taxes, customers duties and registration fees, now in force or enacted in the future, and all such taxes and fees, except taxes based on Aspose's net worth, capital or net income, shall be paid directly by You, or if paid by Aspose, You will reimburse Aspose.
- 15. NO WAIVER.** No action taken by either party pursuant to this Agreement, and no waiver by either party, whether express or implied, of any provision or right in this Agreement or any breach thereof, and no failure of either party to exercise or enforce any of its rights under this Agreement, will constitute a continuing waiver with respect to such provision or right or as a breach or waiver or any other provision or right, whether or not similar.
- 16. SEVERABILITY.** If any covenant or provision of the Agreement is determined to be void or unenforceable in whole or part, then such void or unenforceable covenant or provision shall be deleted from this Agreement and shall not effect or impair the enforceability or validity of any other covenant or provision of this Agreement or any part thereof.
- 17. GOVERNING LAW.** This Agreement is made in the State of New South Wales, Australia and shall be governed and interpreted according to the laws of New South Wales, Australia. Any lawsuit filed regarding this Agreement shall be filed in New South Wales, Australia. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

- 18. FURTHER INSTRUMENTS.** Except as otherwise expressly provided in this Agreement, each party shall furnish to the other (and shall deliver and cause to be executed, acknowledged and delivered to the other) any further instruments, which such other party may reasonably require or deem necessary from time to time to evidence, establish, protect, enforce, defend or secure to such other party any or all of its rights hereunder or to more effectuate or carry out the purposes, provisions or intent of this Agreement.
- 19. CAPTIONS.** All indexes, titles, subject headings, section titles, and similar items are provide for the purpose of reference and convenience and are not intended to be inclusive, definitive, or to affect the meaning or scope of this Agreement.
- 20. UPDATES.** Aspose may make updates and changes to this license Agreement from time to time. Such changes will be posted on our website at <http://www.aspose.com> as well as distributed with the Product. You are bound by the terms of the Agreement as it is posted or distributed at the most recent time you install the Product or Updates. If You do not wish to be bound by the terms of this license Agreement You should not install any Updates or additional Product(s).
- 21. PUBLICITY.** You grant Aspose the right to use Your name and logo in press releases, brochures, case studies, marketing materials, the Aspose website and similar materials indicating that You are a customer of Aspose.
- 22. ENTIRE AGREEMENT.** This Agreement is the entire agreement between You and Aspose relating to the license of the Product and the support services (if any) You purchase hereunder and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this Agreement. This Agreement includes and encompasses materials referenced herein from the Aspose.com website. To the extent the terms of any Aspose policies or programs for support services conflict with the terms of this Agreement, the terms of this Agreement shall control.