

**Date Revised: April 5<sup>th</sup> 2012**

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- 1.1. **"API" or "Application Programming Interface"** means a publicly accessible interface defining the ways by which an application program may request services from libraries and/or software.
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- 1.3. **"Derived Works"** means works based upon or using the Product.
- 1.4. **"Enhanced Support"** means any paid support package, including Priority Support, Enterprise Support, and Sponsored Support.
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- 1.6. **"Physical Location"** means any physical address. For example, each store and/or office with different address is a separate physical location.
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- 1.8. **"Software"** means computer software, associated media, printed materials, and "on line" or electronic documentation provided under this EULA.
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- 1.10. **"SDK" or "Software Development Kit"** means a set of development tools that allows a software engineer to create applications for a certain software package, software framework, hardware platform, computer system, video game console, operating system, or similar platform.
- 1.11. **"Source Code"** means source files, resource files, project and solution files provided under this EULA.
- 1.12. **"Subscription"** means an agreement to purchase access to Software Updates and Product fixes.
- 1.13. **"Updates"** means technical support, new version or new release of the Product and/or supplements to the Software and/or related information.
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**3.1.2.** The Product may not be included as part of a SDK.

**3.1.3.** The Product may not be used to develop Derived Works that offer similar or competing functionality as the Product, or expose features of the Product through an API for use by an unlicensed third party.

**3.1.4.** The Product may not be used to develop Derived Works that offer similar functionality as the Product for any development platform, including but not limited to .NET, Java, SQL Reporting Services, JasperReports, SharePoint, Microsoft Dynamics, Microsoft Azure, Amazon Web Services ("AWS") or Google App Engine.

**3.1.5.** Aspose is not obligated to provide support for works derived from the Product.

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**4.1. Subscription:** A Subscription entitles the purchaser to Updates of the Product and access to Product fixes for a period of one (1) year (365 days) following the purchase of the Product.

**4.2. Updates:** Aspose may, in its sole discretion, provide technical support and/or Updates to You hereunder, in which case such Updates shall also be deemed to be included in the Product and therefore governed by this EULA, unless other terms of use are provided by Aspose with such Updates.

**4.3. Technical Support:** Technical Support, whether free or through a paid Enhanced Support subscription is provided with the following conditions:

**4.3.1.** Technical support is provided only through Aspose Support Forums. You agree not to attempt to bypass the Support Forums via phone, email, or other means.

**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.

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**4.5.4.** You will be provided with the option of purchasing Product Source Code for the Product You own current licenses for at a cost of no more than the cost of a single Site OEM license at that point.

5. **SOFTWARE DELIVERY.** The Product and any associated materials are provided in electronic format only. You are responsible for downloading the Product from the Aspose website: <http://www.aspose.com>. Upon purchase, Aspose shall deliver to You an electronic license file which will enable the Product to function in the purchased license capacity. Previous versions of the Product will only be available for a twelve (12) month period from the date of publishing; access to previous versions once removed will only be available to customers who hold a current subscription for the Product. **Customers are advised to keep a backup copy of any downloaded software for future use.**
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**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): (i) when used with a recommended hardware configuration, the Product will perform in substantial conformance with the documentation supplied with the Product; and (ii) the physical media on which the Product is furnished, if any, will be free from defects in materials and workmanship under normal use. This warranty applies only on initial Product purchases and does not apply to Subscription renewals or Updates.

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**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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**12.2. 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 EULA.**

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.

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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 EULA, and no waiver by either party, whether express or implied, of any provision or right in this EULA or any breach thereof, and no failure of either party to exercise or enforce any of its rights under this EULA, 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 EULA is determined to be void or unenforceable in whole or part, then such void or unenforceable covenant or provision shall be deleted from this EULA and shall not effect or impair the enforceability or validity of any other covenant or provision of this EULA or any part thereof.
17. **GOVERNING LAW.**

**17.1. Arbitration:** All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Arbitration shall be held in San Francisco, CA, USA and shall be held in English. The United National Convention on Contracts for the International Sale of Goods shall govern the interpretation of this contract.

**17.2. Injunctive relief:** As an alternative or supplement to arbitration Aspose, at its option, may obtain in any court of competent jurisdiction any injunctive relief, including temporary restraining orders and preliminary injunctions, against conduct or threatened conduct for which no adequate remedy at law may be available or which may cause Aspose irreparable harm.

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 EULA as it is posted or distributed at the most recent time you install the Software 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 Software.
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22. **ENTIRE AGREEMENT.** This EULA is the entire agreement between You and Aspose relating to the Product and the support services (if any) 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 EULA. This EULA 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 EULA, the terms of this EULA shall control.