
Aloaha PDF Suite End User License Agreement

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Wrocklage Intermedia GmbH for the software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("Product"). An amendment or addendum to this EULA may accompany the Product. **YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE PRODUCT.**

1. Grant of License

Wrocklage Intermedia GmbH grants you the following rights provided that you comply with all terms and conditions of this EULA:

* Installation and use. You may install, use, access, display and run one copy of the Product on a single computer, such as a workstation, terminal or other device ("Workstation Computer"). A "License Pack" allows you to install, use, access, display and run additional copies of the Product up to the number of "Licensed Copies" specified above.

* Storage/Network Use. You may also store or install a copy of the Product on a storage device, such as a network server, used only to install or run the Product on your other Workstation Computers over an internal network; however, you must acquire and dedicate an additional license for each separate Workstation Computer on or from which the Product is installed, used, accessed, displayed or run. A license for the Product may not be shared or used concurrently on different Computers.

* Reservation of Rights. Wrocklage Intermedia GmbH reserves all rights not expressly granted to you in this EULA.

2. Upgrades

To use a Product identified as an upgrade, you must first be licensed for the product identified by Wrocklage Intermedia GmbH as eligible for the upgrade. After upgrading, you may no longer use the product that formed the basis for your upgrade eligibility.

3. Additional Software.

This EULA applies to updates or supplements to the original Product provided by Wrocklage Intermedia GmbH unless we provide other terms along with the update or supplement.

4. Transfer

a. Internal

You may move the Product to a different Workstation Computer.

b. Transfer to Third Party

The initial user of the Product may make a one-time transfer of the Product to another end user. The transfer has to include all component parts, media, printed materials, this EULA, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred Product must agree to all the EULA terms. You may not rent, lease, or lend the Product.



5. Limitation on Reverse Engineering, decompilation and disassembly

You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.

6. Termination

Without prejudice to any other rights, Wrocklage Intermedia GmbH may cancel this EULA if you do not abide by the terms and conditions of this EULA, in which case you must destroy all copies of the Product and all of its component parts.

7. Consent to use of data

You agree that Wrocklage Intermedia GmbH and its affiliates may collect and use technical information you provide as a part of support services related to the Product. Wrocklage Intermedia GmbH agrees not to use this information in a form that personally identifies you.

8. Limited warranty for software products

Wrocklage Intermedia GmbH warrants that the Product will perform substantially in accordance with the accompanying materials for a period of ninety days from the date of receipt. If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, **but only as to defects discovered during the period of this limited warranty (ninety day). As to any defects discovered after ninety (90) day period, there is no warranty or condition of any kind.** Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you. Any supplements or updates to the Product, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

Limitation on remedies; no consequential or other damages. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by Wrocklage Intermedia GmbH, **you are not entitled to any damages including but not limited to consequential damages**, if the Product does not meet Wrocklage Intermedia GmbH Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 12 below ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

Your exclusive remedy. Wrocklage Intermedia GmbH and its suppliers' entire liability and your exclusive remedy shall be, at Wrocklage Intermedia GmbH option from time to time exercised subject to applicable law, (a) return of the price paid (if any) for the Product, or (b) repair or replacement of the Product, that does not meet this Limited Warranty and that is returned to Wrocklage Intermedia GmbH with a copy of your receipt. You will receive the remedy elected by Wrocklage Intermedia GmbH without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Product to Wrocklage Intermedia GmbH). This Limited Warranty is void if failure of the Product has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States or Canada, neither these remedies nor any product support services offered by Wrocklage Intermedia GmbH are available without proof of purchase from an authorized international source. To exercise your remedy, contact Wrocklage Intermedia GmbH.

9. The software is provided to the user "as is" Wrocklage Intermedia GmbH does not warrant that the functions contained in the software will meet your requirements, or that the operation of the software will be uninterrupted or error-free, or that

defects in the software will be corrected. Furthermore, Wrocklage Intermedia GmbH does not warrant or make any representations regarding the use or the results of the use of the software or any documentation provided therewith in terms of their correctness, accuracy, reliability or otherwise. No oral or written information or advice given by Wrocklage Intermedia GmbH or any Wrocklage Intermedia GmbH authorized representative shall create a warranty or in any way increase the scope of this warranty.

- 10. Disclaimer of warranties** The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties (if any) created by any documentation or packaging. Except for the Limited Warranty and to the maximum extent permitted by applicable law, Wrocklage Intermedia GmbH and its suppliers provide the Product and support services (if any) **as is and with all faults** and hereby disclaim all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Product, and the provision of or failure to provide support services. **Also, there is no warranty or condition of title, quiet enjoyment, quiet possession and correspondence to description or non-infringement with regard to the product.**

- 11. Exclusion of incidental, consequential and certain other damages.**

To the maximum extent permitted by applicable law, in no event shall Wrocklage Intermedia GmbH or its suppliers be liable for any special, incidental, indirect or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the product, the provision of or failure to provide support services, or otherwise under or in connection with any provision of this eula, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of Wrocklage Intermedia GmbH or any supplier, and even if Wrocklage Intermedia GmbH or any supplier has been advised of the possibility of such damages.

- 12. Limitation of liability and remedies**

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Wrocklage Intermedia GmbH and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing (except for any remedy of repair or replacement elected by Wrocklage Intermedia GmbH with respect to any breach of the Limited Warranty) shall be limited to the greater of the amount actually paid by you for the Product or U.S.\$5.00. The foregoing limitations, exclusions and disclaimers (including Sections 11, 12 and 13 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

- 13. Entire agreement**

This EULA (including any addendum or amendment to this EULA which is included with the Product) are the entire agreement between you and Wrocklage Intermedia GmbH relating to the Product and the support services (if any) and they supersede 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. To the extent the terms of any Wrocklage Intermedia GmbH policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

- 14.** The Product is protected by copyright and other intellectual property laws and treaties. Wrocklage Intermedia GmbH or its suppliers own the title, copyright, and other intellectual property rights in the Product. The Product is licensed, not sold.