

PDFIUM.NET SDK v.4

SOFTWARE LICENSE AGREEMENT AND LIMITED WARRANTY



PDFIUM.NET SDK v.4..... 1

SOFTWARE LICENSE AGREEMENT AND LIMITED WARRANTY 1

DEFINITIONS 3

GRANT OF LICENSE 4

OTHER RIGHTS AND LIMITATIONS 5

PROHIBITED USES 6

ACKNOWLEDGEMENT 6

CONTENT 7

SOFTWARE UPDATES 8

SUPPORT 8

NO WARRANTY ON LICENSED SOFTWARE 8

LIMITATION OF LIABILITY 8

ADDITIONAL TERMS FOR BETA SOFTWARE 8

SURVIVAL OF DISCLAIMERS 9

INTELLECTUAL PROPERTY OWNERSHIP 9

RESERVATION OF RIGHTS 9

COMPLETE AGREEMENT 9

MODIFICATION 9

SEVER ABILITY 10

WAIVER 10

U.S. GOVERNMENT USERS 10

PROOF OF COMPLIANCE 10

TERMINATION 10

REPUTATION AND FURTHER CONFIDENTIALITY 10

MARKETING 11

NOTES 12

IMPORTANT - READ CAREFULLY

THIS PDFIUM.NET SDK SOFTWARE LICENSE AGREEMENT ("LICENSE AGREEMENT") IS A LEGAL AGREEMENT BETWEEN "YOU" (EITHER AN INDIVIDUAL OR AN ENTITY) AND PATAGAMES SOFTWARE ("PATAGAMES") GOVERNING YOUR USE OF PDFIUM.NET SDK SOFTWARE ("PATAGAMES PRODUCT"). THE PATAGAMES PRODUCT INCLUDES THE SAID SOFTWARE AND ANY ASSOCIATED MEDIA, PRINTED MATERIALS, AND ONLINE/OFFLINE ELECTRONIC DOCUMENTATION. THE PATAGAMES PRODUCT ALSO INCLUDES ANY UPDATES AND SUPPLEMENTS TO THE ORIGINAL PATAGAMES PRODUCT PROVIDED TO YOU BY PATAGAMES.

BY INSTALLING AND USING THE LICENSED SOFTWARE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT INSTALL OR USE THE LICENSED SOFTWARE. THE LICENSEE ACKNOWLEDGES THAT THIS IS LEGALLY BINDING AGREEMENT AND THE LICENSEE WILL TAKE ANY NECESSARY ADVICE IN RELATION TO THIS AGREEMENT PRIOR TO INSTALLING AND USING THE LICENSED SOFTWARE. THIS LICENSE SHALL GOVERN ALL AND ANY USE OF THE LICENSED SOFTWARE SAVES SET OUT HEREIN.

THE SOFTWARE THAT IS SUBJECT TO THIS END USER'S LICENSE AGREEMENT (EULA) IS LICENSED, NOT SOLD, TO THE LICENSEE BY PATAGAMES ON THE TERMS AND CONDITIONS CONTAINED HEREIN.

DEFINITIONS

- “LICENSEE” – you (in your individual capacity or on behalf of an incorporated company only).
- “LICENSED SOFTWARE” – the Pdfium.Net SDK software product and version specified at the time of sale which includes:
 - Computer software, associated source code;
 - Printed or electronic documentation;
 - Files, disk(s), CD-ROM(s), DVDs, or other media for which this EULA is provided;
 - Third party computer information or software that PATAGAMES has licensed for inclusion in the LICENSED SOFTWARE;
 - Written materials, code samples or files relating to the LICENSED SOFTWARE(“Documentation”);
 - Fonts;
 - Upgrades, modified versions, updates, additions, and copies of the LICENSED SOFTWARE, if any (collectively, “Updates”);
 - License keys.
- “DEVELOPED SOFTWARE” – the computer applications LICENSEE creates (web or forms applications, services and console applications) that use the LICENSED SOFTWARE – whether created/alterd by the LICENSEE themselves or an agent/employee/developer or other person or entity permitted in accordance with the LICENSEE’s license.
- "AUTHORIZED USER" - every person (software developer or automatic system like build server or other person) who will use the LICENSED SOFTWARE.

GRANT OF LICENSE

This license agreement grants YOU the following rights:

- This is a license agreement and not an agreement for sale. PATAGAMES grants to YOU a limited, non-exclusive, non-competing and non-transferable license to use the LICENSED SOFTWARE for the sole purposes of designing, developing and compiling DEVELOPED SOFTWARE as purchased in one of the following ways. If no purchase or insufficient purchase has been made, then the Free Trial License terms apply.
 - **Free Trial License.** Notwithstanding other sections of this EULA, you may install the LICENSED SOFTWARE for internal evaluation purposes only for no more than 30 days on up to two computers for your personal use only. If the licensee is an organization, it must designate one individual within the organization the right to use the LICENSED SOFTWARE in this manner. You must not make the LICENSED SOFTWARE available through any server or file sharing apparatus for use on more computers or by more users than is set out in this clause.
 - **Single Project License.** Grants the use of the LICENSED SOFTWARE by a specified number of AUTHORIZED USER to develop one DEVELOPED SOFTWARE. Includes OEM Redistribution License.
 - **Single Developer License.** Grants the use of the LICENSED SOFTWARE for one AUTHORIZED USER. The LICENSED SOFTWARE is licensed for use within an agreed number of DEVELOPED SOFTWARE. Includes the OEM Redistribution License.
 - **Organization License.** Grants the use of the LICENSED SOFTWARE by a specified number of AUTHORIZED USER to create and deploy an unlimited number of DEVELOPED SOFTWARE. Includes the OEM Redistribution License.
 - **OEM Redistribution License.** Grants the right to distribute the LICENSED SOFTWARE (without royalty) as part of an agreed number distinct packaged commercial products, provided that your application is not a software development system or tool, nor a PDF viewer/generation/edition application in its self.
 - **Source Code License.** This section is applicable only to LICENSED SOFTWARE distributed with source code. You may modify the source code for your own needs as part of a non-competing compiled solution but may not redistribute it in non-compiled form. Source code is subject to the following conditions:
 - PATAGAMES shall retain all rights, title and interest in and to all corrections, modifications and derivative works of the source code created by you, including all copyrights subsisting therein, to the extent such corrections, modifications or derivative works contain copyrightable code or expression derived from the source code;
 - You also agree to acknowledge and deliver to PATAGAMES all related information for said corrections, modifications, or derivatives;
 - You may not distribute or disclose the source code, or any portions or modifications or derivative works thereof, to any third party, in source code form;
 - You acknowledge that the source code contains valuable and proprietary trade secrets of PATAGAMES, and is disclosed pursuant to this license subject to the agreement of the LICENSEE to treat it as “Confidential Information”. LICENSEE warrants that it applies reasonable safeguards against the unauthorized disclosure of Confidential Information and agrees to advise all of its employees having access to Confidential Information of the obligations hereunder and shall be not used save as set out in this agreement nor be copied or distributed, disclosed or disseminated in any way or form by the receiving party to anyone except its own advisers and employees, who have a reasonable need to know said Confidential Information.; The LICENSEE agrees that money damages wouldn't be a sufficient remedy for any breach of this term and PATAGAMES may be entitled to seek injunction or other equitable relief to remedy or prevent any breach or threatened breach of this clause. Such remedy shall not be the exclusive remedy for any breach of this clause, but shall be in addition to all other rights and remedies available at law or in equity;
 - If you distribute a compiled version of the corrected source code or portions thereof, you must distribute it in accordance with the conditions listed in section regarding the distribution of Redistributable Files;
 - You understand and acknowledge that source code is licensed as is, and that PATAGAMES does not provide any technical support for source code;

- To use the LICENSED SOFTWARE LICENSEE need to purchase an appropriate license from PATAGAMES for LICENSEE that covers the requisite number of AUTHORIZED USER and DEVELOPED SOFTWARE.
- An AUTHORIZED USER can install the LICENSED SOFTWARE on only one computer.
- For the sake of flexibility, the licenses permit the AUTHORIZED USER to install the LICENSED SOFTWARE on a laptop computer that the AUTHORIZED USER uses if the original installation was on a desktop. Similarly, if the original installation was on a laptop, the AUTHORIZED USER can install and use the LICENSED SOFTWARE on desktop computer that the AUTHORIZED USER uses. However, the AUTHORIZED USER should not install the LICENSED SOFTWARE on two desktop computers or two laptop computers.
- The AUTHORIZED USER can "move" the installation to another computer by first uninstalling the LICENSED SOFTWARE on the original computer and permanently removing any traces of its existence on that computer and then installing the LICENSED SOFTWARE on the other computer.

OTHER RIGHTS AND LIMITATIONS

- **Activation.** The LICENSED SOFTWARE contains technological measures that are designed to prevent its unlicensed or illegal use. The LICENSED SOFTWARE may contain enforcement technology that limits LICENSEE's ability to install and uninstall the LICENSED SOFTWARE on a machine to no more than a finite number of times, and for a finite number of machines. If any such applicable activation procedure(s) are not followed, then the LICENSED SOFTWARE may only operate for a finite period of time. If LICENSEE has any problem with the activation process, LICENSEE should contact PATAGAMES customer support. The absence of any activation measures shall not be taken to mean that PATAGAMES consent to any use of the LICENSED SOFTWARE beyond the uses permitted in this Agreement.
- **Ceases Operations.** In the event that PATAGAMES ceases product support or business operations and no surviving entity owns the rights to the source code, then you may retain and continue to use the Code only under the terms outlined in this EULA.
- **Copies.** LICENSEE may make one copy of the LICENSED SOFTWARE for backup or archival purposes only, provided that such copies shall be used only for internal purposes and are not republished or distributed to any third party.
- **Transfer.** LICENSEE may not sell, assign, or transfer the LICENSED SOFTWARE or the License granted by this EULA without prior written consent of PATAGAMES.
- **Redistributable Compiled Files.** PATAGAMES grants you a non-exclusive right to reproduce and distribute the compiled code included in the LICENSED SOFTWARE only to the extent necessary for its inclusion in the DEVELOPED SOFTWARE.
- **Redistributable Compiled Source Files.** PATAGAMES grants you a non-exclusive right to reproduce and distribute the compiled code produced from the Source Code outside your company or organization on the condition that the filename does not begin with "Pdfium" or "PATAGAMES" only to the extent necessary for its inclusion in the DEVELOPED SOFTWARE.
- The LICENSED SOFTWARE may be used on any server, as long as access to the functionality of LICENSED SOFTWARE is via your DEVELOPED SOFTWARE only. Non-LICENSEEs will not be permitted direct access to the LICENSED SOFTWARE.
- The LICENSED SOFTWARE may be installed on a third-party hosting server as long as each person using the LICENSED SOFTWARE is an AUTHORIZED USER. The LICENSED SOFTWARE may not be installed on a hosting provider's server with a single license key used by all the hosting provider's customers.

PROHIBITED USES

- LICENSEE may not translate, sub-license, rent, lease, transfer or loan all or any portion of the LICENSED SOFTWARE or Documentation;
- LICENSEE may not create any derivative works from all or any portion of the LICENSED SOFTWARE or Documentation without prior written consent of PATAGAMES. LICENSEE may not use the LICENSED SOFTWARE to develop software toolkits, libraries or components except as authorized in writing by a duly authorized officer of PATAGAMES.
- LICENSEE may not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the License Software the LICENSED SOFTWARE except, and then: only to the extent expressly permitted by applicable law; after notification to PATAGAMES; upon payment of a reasonable fee; and execution of a confidentiality agreement to protect the Code from disclosure to any third parties;
- LICENSEE may not use a previous version of the LICENSED SOFTWARE after receiving a media replacement or upgraded version as a replacement to a prior version (in such case you must destroy the prior version);
- LICENSEE may not use the LICENSED SOFTWARE in the operation of aircraft, ship, nuclear facilities, life support machines, communication systems, or any other equipment in which the failure of the software could lead to personal injury, death, or environmental damage;
- LICENSEE may not remove or obscure PATAGAMES copyright or trademark notices, or the copyright and trademark notices of third parties that PATAGAMES has included in the LICENSED SOFTWARE or Documentation;
- LICENSEE may not use the LICENSED SOFTWARE to host applications for third parties, as part of a facility management, timesharing, service provider, or service bureau arrangement;
- LICENSEE may not use the LICENSED SOFTWARE in any manner not expressly authorized by this EULA.
- ALL LICENSES ARE SUBJECT TO THE FOLLOWING CONDITION: Under no circumstances may the compiled version or source code or any modification or variation thereof whatsoever (“the Code”) be used, in whole or in part, as the basis for creating a product which is in any way competitive with a PATAGAMES product except by a writing signed by an authorized officer of PATAGAMES. To avoid any doubt you may not solicit, canvas, approach or accept any approach from any person with a view to utilizing the Code to compete with the business of PATAGAMES in any way or otherwise be concerned with or interested in (whether as trustee, principal, agent, shareholder, unit holder or in any other capacity) any business which uses the Code to carry on the same, substantially similar to or competitive with the business of PATAGAMES or be employed by, work for or contract or consult to (directly or indirectly, whether or not for remuneration, and in any capacity) any business which uses the Code to carry on business the same, substantially similar to or competitive with the business of PATAGAMES.

ACKNOWLEDGEMENT

The LICENSEE acknowledges that the LICENSED SOFTWARE is designed to interact with and modify the properties of documents, although unlikely, this may cause errors and the LICENSEE acknowledges that PATAGAMES recommends that the LICENSEE backs up their documents. PATAGAMES will not be liable for any loss associated with such an issue nor shall it be considered as a defect of the LICENSED SOFTWARE.

CONTENT

LICENSEE may use any clip art, photographs, icons, fonts, shapes, animations, sounds, music, video clips, and all other graphic content (collectively, "Content") included with the LICENSED SOFTWARE, if any, only as stated in the Documentation. If the Documentation does not permit LICENSEE to use the Content, then LICENSEE may not display, modify, reproduce, or distribute any of the Content; and even if the Documentation permits LICENSEE to use the Content, LICENSEE may not distribute the Content on a stand-alone basis such as where the Content constitutes the primary value of whatever LICENSEE is distributing.

Certain portions of the Content may consist of the copyrights, trademarks, service marks, trade names, or other intellectual property of third parties. PATAGAMES has provided these portions of the Content for LICENSEES' convenience in using the LICENSED SOFTWARE, pursuant to authorization of their owners. Except for this limited use, LICENSEE may not use any third-party intellectual property identified as belonging to others without the owners' express authorization. Furthermore:

- LICENSEE may not sell, license, distribute (commercially or otherwise), or make available the Content as stand-alone images or sounds, or in catalogs, design books, compilations, collections, templates, designs, stock engravings, products, services, or the like;
- LICENSEE may not sell, license, distribute (commercially or otherwise), or make available electronic copies of the Content to third parties in any manner, including without limitation, via the Internet, on any tangible media or by broadcast, that is intended or designed to enable a third party to copy the Content for its own use;
- LICENSEE may not sell, license, distribute (commercially or otherwise), or make available electronic copies of the Content that includes representations of identifiable individuals, governments, logos, initials, emblems, trademarks, or entities that expresses or implies any endorsement or association with any product, service, entity, or activity;
- Under no circumstances may the Content be used in the production of defamatory, fraudulent, infringing, lewd, obscene, or pornographic material, or in any otherwise illegal manner.

LICENSEE is solely responsible for LICENSEE's use of the Content. LICENSEE may only use the Content responsibly, in a manner consistent with the exercise of good judgment. If LICENSEE is having difficulty deciding whether Licensee's intended use is appropriate, or whether LICENSEE needs written permission, or whether other legal issues should be considered, PATAGAMES strongly encourages LICENSEE to seek competent legal counsel. PATAGAMES will not assist LICENSEE in making this determination, nor can PATAGAMES provide LICENSEE with legal advice as to intellectual property rights.

If LICENSEE or Licensee's attorney determines that LICENSEE is required by law to obtain written permission to use portions of the Content, LICENSEE must request permission in writing for reproduction, redistribution, or modification of the Content from the appropriate owner of the subject materials (as may be cited in the LICENSED SOFTWARE). If, on the other hand, LICENSEE or LICENSEE's attorney determines it is permissible to proceed and include Content from the LICENSED SOFTWARE, PATAGAMES asks LICENSEE to correctly designate PATAGAMES trademark(s) when referring to the LICENSED SOFTWARE in the notice or copyright portion of Licensee's paper, project, or product.

LICENSEE shall indemnify, hold harmless, and defend PATAGAMES and PATAGAMES suppliers from all claims, damages, attorneys' fees, costs, and lawsuits that arise from, or result from, Licensee's use or distribution of Content without limitation and howsoever arising.

SOFTWARE UPDATES

If a new release of the software is produced within 12 months from the date of purchase, then LICENSEE will be entitled to a free upgrade. This agreement may be extended by explicit purchase of additional licenses. The license does not grant you any right to any enhancement or update beyond the initial 12-month period, commencing from the date of purchase. The license does not indicate a Service Level Agreement, nor does it imply that PATAGAMES is responsible for successful deployment, maintenance nor business function of the LICENSED SOFTWARE.

If the LICENSED SOFTWARE is an Update to previous version, LICENSEE must possess a valid License to the previous version. Any Update provided to LICENSEE is made on a License exchange basis such that LICENSEE agrees, as a condition for receiving an Update, that LICENSEE will terminate all of LICENSEE's rights to use any previous version of the LICENSED SOFTWARE. However, LICENSEE may continue to use the previous version only to assist in transitioning to the Updated version. Once an Update has been released, PATAGAMES may cease support for prior versions, without any notice to LICENSEE. The terms of this LICENSE AGREEMENT shall survive any update save for any new term agreed between the LICENSEE and PATAGAMES which directly replaces any term of this LICENSE AGREEMENT.

SUPPORT

PATAGAMES is not obligated by this EULA to provide LICENSEE with any technical support services relating to the LICENSED SOFTWARE; however, LICENSEE may order additional support services for an additional charge as PATAGAMES may offer from time to time during the term of this EULA.

NO WARRANTY ON LICENSED SOFTWARE

The LICENSED SOFTWARE is provided to LICENSEE "AS IS." PATAGAMES, and PATAGAMES suppliers, make no warranty as to its use or performance. PATAGAMES, and PATAGAMES suppliers, make no warranties, conditions, representations, or terms (express or implied whether by statute, common law, custom, usage, or otherwise) as to any matter including without limitation non-infringement of third party rights, merchantability, integration, satisfactory quality, or fitness for any particular purpose, except for, and to the extent, that a warranty may not be excluded or limited by applicable law in licensee's jurisdiction.

LIMITATION OF LIABILITY

In no event will PATAGAMES, or PATAGAMES suppliers, be liable to licensee for any damages, claims, or costs whatsoever, or for any consequential, indirect, incidental damages, or any lost profits or lost savings, even if a representative of PATAGAMES or one of PATAGAMES suppliers has been advised of the possibility of such loss, damages, claims, or costs, or for any claim by any third party. These limitations and exclusions apply to the extent permitted by applicable law in licensee's jurisdiction. The aggregate liability of PATAGAMES, and PATAGAMES suppliers, under or in connection with this EULA, shall be limited to the amount paid for the licensed software, if any.

ADDITIONAL TERMS FOR BETA SOFTWARE

If the LICENSED SOFTWARE that LICENSEE receives with this EULA is pre-commercial release or "BETA" software ("Pre-release-Software"), then, to the extent that any provision in this section is in conflict with any other term or condition in this EULA, this section supersedes such conflicting term(s) and condition(s) as to the Pre-release Software, but only to the extent necessary to resolve the conflict.

LICENSEE acknowledges that the Pre-release Software does not represent the final product from PATAGAMES, and may contain bugs, errors, and other problems that could cause system or other failures and data loss. Consequently, PATAGAMES disclaims any warranty or liability obligations to LICENSEE of any kind whatsoever.

IN APPLICABLE JURISDICTIONS WHERE LIABILITY CANNOT BE SO EXCLUDED FOR PRE-RELEASE SOFTWARE, BUT MAY BE LIMITED, PATAGAMES LIABILITY, AND THAT OF ITS SUPPLIERS, SHALL BE LIMITED TO THE TOTAL OF FIFTY DOLLARS (U.S. \$50.00).

LICENSEE acknowledges that PATAGAMES has not promised or guaranteed to LICENSEE that the Pre-release Software will be announced or made available to anyone in the future, and that PATAGAMES has no express or implied obligation to LICENSEE to announce or introduce the Pre-release Software. PATAGAMES may decide not to introduce a product similar to, or compatible with, the Pre-release Software. Accordingly, LICENSEE acknowledges that any research or development that LICENSEE performs regarding the Pre-release Software, or any product associated with the Pre-release Software, is done entirely at LICENSEE's own risk.

During the term of this EULA, if requested by PATAGAMES, LICENSEE will provide feedback to PATAGAMES regarding testing and use of the Pre-release Software, including error or bug reports.

If LICENSEE has been provided the Pre-release Software pursuant to a separate written agreement, then LICENSEE's use of the Pre-release Software is also governed by that agreement. Notwithstanding anything in this EULA to the contrary, LICENSEE will return or destroy all unreleased versions of the Pre-release Software within 30 days of the completion of Licensee's testing of the Pre-release Software if that date is earlier than the date scheduled for PATAGAMES first commercial shipment of the publicly released (commercial) Software.

SURVIVAL OF DISCLAIMERS

The exclusions of warranties and liability limitations shall survive the termination of this EULA, howsoever caused; but this survival shall not imply or create any continued right to use the LICENSED SOFTWARE after termination of this EULA.

INTELLECTUAL PROPERTY OWNERSHIP

The LICENSED SOFTWARE and any authorized copies that LICENSEE makes are the intellectual property of, and are owned by PATAGAMES, and by third parties whose intellectual property has been licensed by PATAGAMES. The structure, organization, and code of the LICENSED SOFTWARE are the valuable trade secrets and confidential information of PATAGAMES and such third parties. The LICENSED SOFTWARE is protected by law, including without limitation, the copyright laws of Australia, the United States and other countries, and by international treaty provisions. Except as expressly provided in this EULA, LICENSEE is not granted any intellectual property rights in the LICENSED SOFTWARE.

RESERVATION OF RIGHTS

PATAGAMES reserves all rights not expressly granted to LICENSEE by this EULA. The rights granted to LICENSEE are limited to PATAGAMES's intellectual property rights, and to the intellectual property rights of third parties licensed by PATAGAMES, and do not include any intellectual property rights.

COMPLETE AGREEMENT

This EULA constitutes the entire agreement between the LICENSEE and PATAGAMES relating to the LICENSED SOFTWARE, and it supersedes all prior or contemporaneous representations, discussions, undertakings, communications, agreements, arrangements, advertisements, and understandings regulating to the LICENSED SOFTWARE.

MODIFICATION

This EULA may only be modified or amended by a writing signed by an authorized officer of PATAGAMES.

SEVERABILITY

If any provision of this EULA is determined by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this EULA will remain in full force and effect.

WAIVER

No failure or delay by PATAGAMES in exercising its rights or remedies shall operate as waiver unless made by specific written notice. No single or partial exercise of any right or remedy of PATAGAMES shall operate as a waiver or preclude any other, or further, exercise of that, or any other right, or remedy.

U.S. GOVERNMENT USERS

The LICENSED SOFTWARE and Documentation are "Commercial Items" as that term is defined at 48 CFR §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as such terms are used in 48 CFR §12.212 or 48 CFR §227.7202, as applicable. Consistent with 48 CFR §12.212 or 48 CFR §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users:

1. only as Commercial Items; and
2. with only those rights as are granted to all other end users pursuant to the terms and conditions herein;

For U.S. Government End Users, PATAGAMES agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this EULA.

PROOF OF COMPLIANCE

Within 30 calendar days after request from PATAGAMES, or PATAGAMES authorized representative, LICENSEE will provide full documentation, and certify under penalty of perjury, that LICENSEE's use of any and all LICENSED SOFTWARE is in conformity with this EULA.

TERMINATION

If LICENSEE breaches this EULA, and fails to cure any breach within 30 calendar days after request from PATAGAMES, or PATAGAMES authorized representative, PATAGAMES may terminate this EULA, whereupon all rights granted to LICENSEE shall immediately cease. Furthermore, upon termination, LICENSEE shall return to PATAGAMES all copies of the LICENSED SOFTWARE, or verify in writing that all copies of the LICENSED SOFTWARE have been destroyed and shall be liable to PATAGAMES for any and all losses suffered by PATAGAMES as a result of such breach or otherwise recoverable under the terms of this LICENSE AGREEMENT.

REPUTATION AND FURTHER CONFIDENTIALITY

LICENSEE agrees that the reputation of PATAGAMES is of paramount importance and agrees not to do any act or make any public statement that would endanger, harm or diminish the reputation of PATAGAMES or cause PATAGAMES any commercial damage. This term shall apply to all agents, servants or related entities of the LICENSEE as if they were the actions of the LICENSEE themselves.

MARKETING

YOU also agree that PATAGAMES may identify YOU or YOUR company/organization as a PATAGAMES customer or a user of PATAGAMES product(s) in its marketing material and/or Website. YOU hereby grant PATAGAMES permission to use YOUR name, trade name or trademark in this way. If for any reason YOU do not wish to be bound by this clause, PATAGAMES will cease such use upon YOUR request.



Part number: 17D1211

Printed in Russian Federation
1 FRESH PLAZA, VL 690091, E: INFO@PATAGAMES.COM



17D1211