



LICENSE AGREEMENT FOR PDF-5+/Web

This is a time-locked,
Single User License Agreement. SN: <<SerialNumbers>>

PDF-5+/Web is licensed specifically to the user (company or individual) whose name and details of the principal site are registered with ICDD. The software may be installed on any number of computers; however, the licensed software can only be operated on the computer that carries the hardware DONGLE.

ACCEPTANCE: PLEASE READ CAREFULLY BEFORE OPENING THIS PACKAGE. THE INDIVIDUAL OR ENTITY OPENING THIS PACKAGE (THE "LICENSEE") AGREES TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. IF THESE TERMS ARE UNACCEPTABLE, THE UNOPENED PACKAGE MAY BE RETURNED TO ICDD FOR A REFUND OF THE LICENSE FEE.

1. License. In consideration of payment of the applicable fee and compliance with the provisions of any applicable purchase order, International Centre for Diffraction Data ("Licensor") grants Licensee a limited, non-exclusive and non-transferable license ("License") (i) to access the contents of the enclosed Dongle containing PDF-5+/Web ("Licensed Product") for personal or internal business purposes (the "Permitted Use"); and (ii) to download such contents on the hard drive as needed to facilitate data processing for the Permitted Use. For further information visit www.icdd.com/licensing-process.

2. Copyright. Copyright protection on the PDF-5+/Web has been secured by ICDD under applicable laws both in the United States and in other countries that are parties to the Universal Copyright Convention or members of the Berne Union. It is understood and agreed that this Agreement does not convey any ownership interest in the PDF-5+/Web to Licensee, all rights, title and interest therein to all copies and enhancements thereof being retained by ICDD, except as expressly provided in this Agreement. The PDF-5+/Web shall remain proprietary to ICDD regardless of the ownership of any software with which it may be co-marketed, bundled, searched or stored.

3. Warranty Limitations. Licensee's sole remedy for any defective Licensed Product shall be replacement of the Licensed Product, which right must be exercised by written notice given within 30 days of purchase. Licensor shall not be liable for any damages whatsoever (including without limitations consequential or punitive damages). Licensor makes no express or implied warranty (including without limitation any warranty of merchantability or fitness for a particular purpose or its compatibility of the PDF-5+/Web with any software) with respect to the Licensed Product.

4. Fees. The schedule of fees for the license granted hereby is separately published by ICDD (Catalog, ICDD Website), and such schedule, as amended by ICDD from time to time, is hereby incorporated into this Agreement and made a part hereof. All rights of Licensee under this Agreement are subject to full and prompt payment of the applicable fee(s).

5. License Term. The term of the License shall be one (1) year from the license registration key date as provided in the initial paragraph of this Agreement ("Acceptance"). The PDF-5+/Web License requires annual renewals; it is serviced by subscription. **ICDD will automatically bill and ship for renewal product based on the yearly anniversary of the original invoice date, unless you have notified ICDD in writing. This Agreement shall automatically terminate if not renewed as provided herein. (www.icdd.com/licensing-process)**

6. Except as expressly provided herein, Licensee may not: (i) modify or create any derivative (including machine learning or artificial intelligence) works of the Licensed product or documentation, including translation or localization; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Licensed Product (except to the extent applicable laws specifically prohibit such restriction); (iii) redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Licensed Product; (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Licensed Product; or (v) publish any results of benchmark tests run on the Licensed Product to a third party.

7. Terms of the Agreement. ICDD is incorporated as a non-profit organization in the State of Pennsylvania, USA; therefore the terms of this agreement are governed by applicable laws of the Commonwealth of Pennsylvania and the United States of America. Neither the Licensed Product nor the underlying information or technology may be downloaded or otherwise exported or re-exported into any country subject to U.S. trade sanctions or the U.S. Commerce Departments Table of Denial Orders.

If you transfer possession of any copy, modification, or merged portion of the Licensed Product to another party, your license is automatically terminated.

This Agreement will be considered terminated (a) upon 60 days written notice by either party or (b) upon breach of the terms and conditions hereof by either party immediately upon written notice thereof. In the event of termination, the License shall automatically expire and the Licensed Product, together with any copy thereof, shall be RETURNED TO ICDD OR DESTROYED within (3) business days; and Licensee shall cease all use of and access to the Licensed Product and the right of ICDD to pursue any of its rights under this Agreement or under applicable law shall not be extinguished.