

FastIO ClibPDF License Agreement

(Version 1.0, November 15, 1998)

THIS SOFTWARE LICENSE AGREEMENT is made and entered into this ____ day of _____, 199__ (the effective date) by and between FastIO Systems in El Cerrito, California and _____, a _____ corporation having offices at _____.

0. SUBJECT MATTER.

This License applies to the computer program known as "FastIO ClibPDF Library." The "Program", as used below, refers to such program. The Program is copyrighted work, and its copyright is held by FastIO Systems (the "Licensor").

BY USING, MODIFYING OR DISTRIBUTING THE PROGRAM OR ANY LARGER WORK THAT IS BASED ON THE PROGRAM, YOU INDICATE YOUR ACCEPTANCE OF THIS LICENSE, AND ALL ITS TERMS AND CONDITIONS FOR COPYING, DISTRIBUTING OR MODIFYING THE PROGRAM OR PRODUCING LAEGER WORK BASED ON IT. NOTHING OTHER THAN THIS LICENSE GRANTS YOU PERMISSION TO MODIFY OR DISTRIBUTE THE PROGRAM OR ITS DERIVATIVE WORKS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THE PROGRAM IN ANY FORM OR MANNER.

1. DEFINITIONS.

1.1. "Source Code" means a collection of files for the Program in forms that are used for originally creating it or making modifications to it, including all modules it contains, plus any associated interface definition files, scripts and files containing development environment settings used to control compilation and installation of an Executable, or a list of differential comparisons between different versions of it.

1.2. "Executable" means the Program in any form other than source code.

1.3. "Larger Work" means any work which combines the Program or portions thereof with code not governed by the terms of this License.

1.4. "You" means the Licensee, an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 7.1. For legal entities, "you" includes any entity which controls, is controlled by, or is under common control with you.

1.5 "Use" means an act of copying, editing, modifying, incorporating, distributing, and executing

(or running) the Program or a subset thereof, or any Larger Work. A Use of the Program or its subset or any Larger Work in an application program or any Executable is defined as having these programs make application programming interface (API) calls in any Larger Work to the Program or any portion of it in any form, regardless of whether the Program or any portion of it is compiled and included in the Executable, or the Program as a whole or any part thereof or the Larger Work reside in a shared library, loadable module, or dynamic link library (DLL), and regardless of whether the application programs and the Program run on the same central processing unit (CPU) or on separate CPUs via bus, interconnection, or network. Whether the shared library, loadable module, or DLL containing any portion or form of the Program have been distributed separately by users exempt from Commercial Use license fees is irrelevant to the determination of Commercial Use status of an application program.

1.6 "Commercial Use" means any Use, as defined in section 1.5, of the Program or Larger Work for which any payment, profit or financial gain is sought directly or indirectly, regardless of whether the payment or gain is actually realized, and regardless of whether it is realized immediately or in the future (or in the past, if it is possible).

The following examples are considered as instances of Commercial Use (This is not an exhaustive enumeration):

(a) Use of the Program or any Larger Work in any application programs, modules or plug-ins, shared libraries, loadable modules, dynamic link libraries (DLLs) that are sold or licensed commercially in accordance with the definition of Commercial Use as defined in Section 1.6 of this License.

(b) Deployment of the Program or any Larger Work on a Internet or Intranet for server-side applications including, but not limited to, Commercial Uses as a part of World Wide Web services, or as a downloadable plug-in or applets in Web browser or any client application.

(c) Use of the Program or any Larger Work in an application program used in any business-related activities, including but not limited to industrial or laboratory testing, production or process control, product research and development, factory automation, quality and inventory control, report generation, production planning and executive or any level of decision making.

1.7 "Payment" (that you receive in the context of Commercial Use) means any form of monetary payment, securities and certificates of deposits, rights to exercise options for future financial gain, payment in employee or any form of benefits, promise or delivery of services, settlements of legal or commercial disputes, tangible materials and anything or right of financial value now or in the future. Direct payments include, but are not limited to, a payment for a copy of the Program or Larger Work, or for services or acts of using, modifying, developing or deploying the Program or Larger Work. Indirect payments include, but are not limited to, inclusion of the Program or Larger Work as a "no charge" or free "bundled" item in connection with services or product for which a payment is made. For the purpose of this License, a single instance of Commercial Use for a product or a service classifies the entire use for that product or service as Commercial Use, even if all other instances uses are offered free of charge.

1.8 "License Fee" shall mean a one-time non-refundable fee payable to the Licensor per version

of the Program (check items applicable):

___	a) Use in Single Product or Application	\$1000
___	b) Web Serving Single IP Address	\$1000
___	c) Unlimited Corporate-wide License	\$5000

If a) or b), list the product name or IP number/server hostname below:

License Fee for upgrading the License to a new version of the Program shall be one half of the original License Fee if more than two (2) years have elapsed from the first date on which the most recent license has taken effect. You are entitled to upgrades without charge, if and when they become available, for the duration of two years from the first date on which the most recent license has taken effect. If you do not wish to upgrade, you may continue to Use the version of the Program obtained under a valid license forever. License Fee is non-refundable under any circumstance, even if Use in a product, application, or web server is discontinued. However, the License may be transferred to another product or Web server if the Use do not overlap.

1.9 "Single Product" means a product sold or licensed under a common principal product name. Individual programs in a "suite" or a "bundle" of applications are considered separate products unless they are always distributed as a single entity and no instances exist where they are distributed, sold or licensed separately. However, different versions of the same product, for example, "WordProcessor Plain" and "WordProcessor Pro," are considered as a Single Product.

2. LICENCES.

Licensor hereby grants you a non-exclusive world-wide license to Use the Program, provided that Commercial Licence Fee as set forth in section 1.8 has been paid if applicable, and subject to third party intellectual property claims, and provided that you comply with all of the conditions set forth in this License.

2.1

You may copy and distribute literal (i.e., verbatim) copies of the Program's source code, documentation, and this License as you receive it throughout the world, in any medium.

2.2

You may Use the Program, create Larger Work based on the Program and distribute copies of such throughout the world, in any medium.

3. CONDITIONS.

This License is subject to the following conditions:

3.1 The Source Code version of the Program, modified or unmodified, may be distributed only under the terms of this License or a future version of this License released under Section 7.1, and

You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder.

3.2 You must cause the modified files to carry prominent notices indicating that you have modified the files and the date of change.

3.3 You must disclose any knowledge of intellectual property rights relevant to the modifications and additions as set forth in Section 6.

3.4 The Licensor, at his option, is entitled to incorporate modifications and additions to the Program to upgrade the Program that the Licensor distributes without any need for permission or any obligation (other than a moral obligation to acknowledge in relevant source files) if the modified source code is sent to the Licensor or is distributed via a generally accessible medium, including but not limited to mailing lists, Usenet News, Web and FTP sites, CDROMs and any other medium. However, you are not obligated to release or distribute modified source code of the Program or source code to any Larger Work.

3.5 You may not modify the binary data on the second line (after the %PDF-n.n line) of the PDF files created by the Program or any Larger Work.

3.6 You may not modify the data enclosed by [] (and including [] themselves) in the /Producer field of the Info dictionary of the generated PDF files. However, you may append any additional information to the /Producer string.

4. LICENCE FEE AND PAYMENT.

4.1 License Fee. In consideration of the license rights granted in Article 2 above, Licensee shall pay the License Fee for the Program and its documentation as set forth in 1.8 above. All amounts payable hereunder by Licensee shall be payable in United States funds without deductions for taxes, assessments, fees, or charges of any kind. Checks shall be made payable to FastIO Systems and shall be forwarded, with a signed copy of this agreement to:

FastIO Systems
840 Norvell Street
El Cerrito, California 94530
U.S.A.

or the current address noted on the FastIO Systems' Web site: <http://www.fastio.com/>

4.2 Taxes and Other Charges. Licensee shall be responsible for paying all (i) sales, use, excise, value-added, or other tax or governmental charges imposed on the licensing or use of the Program or documentation hereunder, (ii) freight, insurance and installation charges, and (iii) import or export duties or like charges, if any.

5. EXEMPTIONS AND DEFERMENT OF COMMERCIAL LICENCE FEE.

Exempt users listed herein are not required to send the signed license agreement to the Licensor. However, you are still bound by all applicable conditions and requirements as set forth in this License.

5.1 Non-Profit Organization Exemption

Uses, modifications, distributions, or deployments of the Program or Larger Work by educational institutions, non-profit organizations, and governments are exempt from Commercial Use license fees. Uses by consultants, contractors to non-profit organizations are exempt under this provision if the Use of the Program or Larger Work is solely in projects for these non-profit organizations only and no other Use is made for any for-profit activities.

5.2 Private Non-Profit User Exemption

Non-profit uses, modifications, and distributions of the Program or Larger Work by a private individual are exempt from Commercial Use license fees. An example of use that does not fall under this exemption is the for-profit uses by individuals, such as in consulting or private business practices.

5.3 End-User Exemption

Executing (running) a program or application that incorporates the Program or Larger Work is exempt from License Fee if you have obtained the Program or Larger Work in binary executable form only, and you do not own, control the rights to, or Use any portion of the source code of the Larger Work or any portion of the source code that makes API calls to the Program or Larger Work.

5.4 Shareware Developer Deferment

Commercial Use in shareware applications that use the Program or any Larger Work is exempt from licence fees until the cumulative total gross receipt of payments for all of your shareware applications that Use the Program exceeds ten (10) times the Commercial Use license fee for the Program. Thereafter, the shareware applications enjoy no special status and you must obtain Commercial Use license from the Licensor.

5.5 Commercial Users are granted an automatic one-time examination license for the period of 30 days. After this period, you must obtain a Commercial Use license from the Licensor.

5.6 Posting the Program on a public access information storage and retrieval service for which a fee is received for retrieving information (such as an on-line service, an Internet service provider or a portal) is not considered a Commercial Use, provided that the fee is not content-dependent (i.e., the fee would be the same for retrieving the same volume of information consisting of random data) and that access to the service and to the Program is available independent of any other product or service. An example of a service that does not fall under this section is an on-line service that is operated by a company and that is only available to customers of that company. (This is not an exhaustive enumeration.)

5.7 Distributing the Program on removable computer-readable media, provided that the files

containing the Program are reproduced entirely and verbatim on such media, that all information on such media be redistributable for non-commercial purposes without charge, and that such media are distributed by themselves (except for accompanying documentation) independent of any other product or service. Examples of such media include CD-ROM, magnetic tape, and optical storage media. (This is not intended to be an exhaustive list.) An example of a distribution that does not fall under this section is a CD-ROM included in a book or magazine. (This is not an exhaustive enumeration.)

6. INTELLECTUAL PROPERTY MATTERS

6.1 Third Party Claims.

If You have knowledge that a party claims an intellectual property right in particular functionality or code (or its utilization under this License), you must include a text file with the source code or Executable distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. The LEGAL file must be prominently visible by any file or directory viewer and file listing commands, and reside in the same prominently visible directory or folder containing this License. If you obtain such knowledge after you make your modification or Larger Work available to others, You shall promptly modify the LEGAL file in all copies you make available thereafter, notify FastIO Systems in writing or e-mail (fastio@fastio.com) and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Program that new knowledge has been obtained.

6.2 Patented API, technology and algorithm.

If your modification or Larger Work includes an application programming interface (API), technology or algorithm, and you own or control patents which are reasonably necessary to implement that API, technology or algorithm, you must also include this information in the LEGAL file.

7. VERSIONS OF THE LICENSE.

7.1. New Versions.

FastIO Systems may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number. The latest version of the License is available from <http://www.fastio.com/LICENSE.pdf>

7.2. Effect of New Versions.

Once the Program has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use the Program under the terms of any subsequent version of the License published by FastIO Systems. No one other than FastIO Systems has the right to modify the terms applicable to the Program created under this License.

7.3. Derivative Works.

If you create or use a modified version of this License (which you may only do in order to apply it to code which is not already part of the Program governed by this License), you must (a) rename

Your license so that the phrases "FastIO", "ClibPDF" or any confusingly similar phrase do not appear anywhere in your license and (b) otherwise make it clear that your version of the license contains terms which differ from the FastIO ClibPDF License.

8. DISCLAIMER OF WARRANTY.

THE PROGRAM IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE PROGRAM IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD ANY PART OF THE PROGRAM PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT FASTIO SYSTEMS OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY PART OF THE PROGRAM IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

9. TERMINATION.

This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Program which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

10. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL FASTIO SYSTEMS, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF THE PROGRAM, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

11. U.S. GOVERNMENT END USERS.

The Program is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995),

consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Program with only those rights set forth herein.

12. MISCELLANEOUS.

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in, the United States of America: (a) unless otherwise agreed in writing, all disputes relating to this License (excepting any dispute relating to intellectual property rights) shall be subject to final and binding arbitration, with the losing party paying all costs of arbitration; (b) any arbitration relating to this Agreement shall be held in Contra Costa County, California, under the auspices of JAMS/EndDispute; and (c) any litigation relating to this Agreement shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Contra Costa County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

13. RESPONSIBILITY FOR CLAIMS.

You are responsible for damages arising, directly or indirectly, out of Your utilization of rights under this License, based on the number of copies of the Program you made available, the revenues you received from utilizing such rights, and other relevant factors. You agree to work with affected parties to distribute responsibility on an equitable basis.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

FastIO Systems

Licensee

By _____

By _____

(Authorized Company Signature)

Title _____

Title _____