

SodaPDF multi-user licensing Terms & Conditions

1. TERMS OF USE

All use of **Soda PDF** software (**Soda PDF** Home, **Soda PDF** Pro, **Soda PDF** Premium, **Soda PDF** Business, **Soda PDF** Enterprise) licensed by **LuLu Software** is subject to the terms of the applicable license agreement, provided with the software (which may be viewed at <http://sodapdf.com/eula.aspx>), and to the Licensing Terms and Information, provided herein.

2. DISTRIBUTION OF THE SOFTWARE

The **Soda PDF** multi-user software will be distributed by electronic means to the name and email address of the End-User that was designated by the customer on the order form or purchase order.

At the time of purchase, or upon acceptance of the purchase order by **LuLu Software**, the designated End-User will receive an email confirmation that will include links and instructions for downloading the software and activating the **Soda PDF** account.

3. MULTI-USER LICENSE INSTALLATION

A multi-user license for **Soda PDF** software permits you to distribute the specified number of users of **Soda PDF** software entirely within your organization, solely for use by your employees. The software may be used by your employees worldwide; subject to US export restrictions (see the applicable license agreement). You may not give, transfer or sell multi-user-licensed copies of **Soda PDF** software to your customer(s), or any third party, nor include such copies in, or with, products you sell.

The multi-user license is licensed on a per-user basis. Subject to the number of copies licensed by your organization, users may access the software in any way that is convenient; for example, by accessing copies stored on local hard disks or copies stored on network servers. The license is not a concurrent-use license.

A multi-user license for **Soda PDF** software entitles your organization to duplicate the software as necessary for distribution within your organization on the specified number of computers, in accordance with the applicable license agreement.

4. SODA PDF SOFTWARE LICENSE ADMINISTRATOR

A **Soda PDF** software multi-user license must be centrally administered within your organization, which means that there needs to be one employee within your organization who acts as the license administrator and is the **Soda PDF** Computing point of contact for your organization. Your license administrator is responsible for distributing the **Soda PDF** software and upgrades to the employees covered under the license, for adding on to the size of the license when necessary, and for monitoring the number of copies licensed by the organization.

5. MAINTENANCE

At the time of purchase, and up to 30 days after the purchase date of a new license, you may purchase 12 months of Maintenance coverage for any perpetual license product. At the end of your covered period, you have the opportunity to purchase another 12 months of coverage within 30 days of the last day of coverage (Please note that the maintenance plan has a maximum coverage period of 2 years). While you are covered by maintenance you will receive:

- All maintenance and new-feature releases of the covered software product, at no additional cost.
- The ability to add additional licensed copies of **Soda PDF** software at the discounted price of your total license count.
- The opportunity to continue maintenance protection so that **Soda PDF** software will always be up to date.

If maintenance is selected, all licensed copies of your multi-user license must be covered by maintenance. When adding additional licensed copies to your multi-user license, the maintenance cost for these additional copies will be prorated to match the maintenance expiration date of the original purchase.

6. ADDING COPIES TO AN EXISTING SODA PDF SOFTWARE LICENSE

So long as your organization is covered by maintenance, you may add on additional licensed copies to your **Soda PDF** software multi-user license. The add-on order must refer to the original license, must be placed in the name of your current **Soda PDF** software license administrator, and be shipped to the license administrator's address of record. You can place the add-on order directly with **LuLu Software** or with one of our resellers. This program is not valid for online order processing.

The price for the additional licensed copies is based on the price of the total number of copies of the **Soda PDF** multi user license as listed on **LuLu Software's** standard price list at the time of purchase of these additional licensed copies. For example: Company ABC has a 75 user license for **Soda PDF** Pro with maintenance. Company ABC buys another 25 copies to add to the original license. The price for these additional copies will be based on the 100-copies price tier. The maintenance for these additional 25 copies, as well as the maintenance renewal price for all 100 copies, will also be based on the 100-copies price tier.

7. VERSION UPGRADE

A Software Version Upgrade is a new version of the software available to customers to replace the existing one. The End-User can at any time purchase a Version Upgrade for his already existing **Soda PDF** software. While you are covered by the Version Upgrade, a user may only use his upgrade once, and the Version Upgrade can only allow a user to upgrade to a newer version which is up to 2 levels above.

For example: end-user ABC has **Soda PDF** version 6 installed on his computer and he purchases the Version Upgrade. He will have access to our 8 version at the most. If he wishes to receive the 9 version he will need to purchase a new license.

8. PRODUCT UPGRADE

A Product Upgrade is defined as a software program that provides added features over an existing product. For example: If End-User ABC has **Soda PDF Home** and he needs to use features that are not activated in his software he might want to Upgrade to **Soda PDF Premium** for its added features and capabilities.

A Product Upgrade can be purchased at any given time but will always result in the same version. For example: End-User ABC has **Soda PDF Home 9** and he wishes to upgrade his product to **Soda PDF Premium** then he will automatically upgrade to 9 even if version 10 is already out.

9. ASSIGNMENT

You may not transfer or assign any right granted under this Agreement. In the event of Bankruptcy this Agreement shall automatically terminate.

10. COMPLIANCE WITH LAWS

You shall be responsible for compliance with all laws, foreign and domestic, including but not limited to, all United States laws and regulations relating to the control of exports or the transfer of technology.

11. LIMITATION OF LIABILITY

You expressly acknowledge and agree that use of the **Soda PDF** Software is at your sole risk. Except as may be otherwise provided for herein, the **Soda PDF** Software and related documentation is provided "AS IS" and without warranty of any kind and **LuLu Software** EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. **LULU SOFTWARE** DOES NOT WARRANT THAT THE OPERATION OF THE **SODA PDF** SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE **SODA PDF** SOFTWARE IS WITHOUT DEFECTS. UNDER NO CIRCUMSTANCES SHALL **LULU SOFTWARE** BE LIABLE TO YOU OR ANY OTHER PARTY, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, SAVINGS OR BUSINESS INTERRUPTION AS A RESULT OF THE USE OF THE **SODA PDF** SOFTWARE EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY. **LuLu Software's** liability to you shall in no event exceed the replacement cost of the **Soda PDF** Software.

12. OTHER LAW

Some jurisdictions do not allow the exclusion or limitation of incidental, consequential, special damages, or implied warranties. ANY IMPLIED WARRANTY OR CONDITION CREATED BY LAW IS ONLY EFFECTIVE FOR THE THIRTY (30) DAY WARRANTY PERIOD. THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND AFTER THE THIRTY (30) DAY WARRANTY PERIOD. The exclusions noted above may not apply to you. Otherwise, and to the extent permissible by law, you agree that all implied warranties are not effective for more than thirty (30) days or the shortest period of time allowed by law, whichever is less.