

Licensee information	– Please print:	Sent to:
Company:	.....	SoftVision Development GmbH
Name (first, last):	.....	– Sales –
Department:	.....	Kurfuerstenstrasse 15
Street/P.O. Box:	.....	36037 Fulda
ZIP/City:	.....	Germany
Country:	.....
Phone:	.....
Fax:	.....	Via Fax: +49 661 25100-25
E-Mail:	.....

NotesToPaper 10.0 – Print the way you want. - Prices (effective as of 01. September 2023)

Product (German/English)	License type	User	Price per license in EUR	Total # of licenses	Total price in EUR
NotesToPaper Easy ¹⁾	Client ³⁾	1	99,-		
NotesToPaper Print ¹⁾	Client ³⁾	1	132,-		
NotesToPaper PDF ¹⁾	Client ³⁾	1	100,-		
NotesToPaper Designer ¹⁾	Client ³⁾	1	660,-		
NotesToPaper Setup ¹⁾	Client ³⁾	1	1.200,-		
NotesToPaper Server - Standard ¹⁾	Server ³⁾	unlimited	4.920,-		
NotesToPaper Server - Advanced ^{1) 2)}	Server ³⁾	unlimited	8.620,-		

Notes user ⁴⁾ or server name (in the canonical format: CN=John Doe/O=SVD/C=DE) – Please print / Case sensitive –

City, Date, Signature, Stamp

1) The license is issued in accordance with the "Terms and Conditions for the use of software by SoftVision Development". The license is issued to end customers, who use NotesToPaper and webPDF for their own internal business purposes in accordance with the license terms. Public institutions, hosting providers or data centers are excluded from this definition. The operation of the application as an ASP, SaaS or similar solution is excluded from this definition. For these institutions, providers or operating modes a separate user agreement is necessary.

2) Consists of NotesToPaper Server and webPDF Business Edition (OEM).

3) Prices for multiple user licenses/multiple server licenses upon request. For each installation on a server in a single, load balancing, failover (standby) and test or development environment a separate license is necessary. We offer licenses at special conditions for the use in a failover and test or development environment.

4) Please note: It is NOT possible to generate activation keys for universal Notes user names, such as "Development", "Administration" or similar user names.

This price list replaces all preceeding price lists. Changes to prices are possible without prior notice. All information is provided without recourse. Our general business conditions apply. All prices are quoted in Euro and in addition to the current applicable value added tax. Any accrued travel and/or lodging costs will be billed according to the valid SoftVision Development price list.

Software License Agreement

The following is the software license agreement (the "Agreement") containing the terms and conditions for using SoftVision Development GmbH ("SoftVision") software products (the "Software").

§ 1 Licensed product

(1) Subject to the terms and conditions of use stipulated in this Agreement, you (the "Licensee") will be provided with a version of the Software as listed in the software license certificate either on a data medium (e.g. a CD) or by means of an electronic software download from a protected link sent by e-mail, together with the related English-language application documentation in electronic form. The Licensee may use the Software only on the basis of the usage rights (the "License") granted in this Agreement.

(2) The Software's source code is not part of the License and neither it, nor any technical documentation, will be provided.

(3) The Software will install itself.

(4) The product specifications valid at the time the contracted items are made available, and which were provided to the Licensee prior to contracting, are final and authoritative with regard to the properties of the Software. No obligation is incurred for the Software to have properties in addition to those stated in the product specifications, and the Licensee may not derive any such obligation from other depictions of the Software made in public statements or in advertising, unless SoftVision has provided express written confirmation of such additional properties. Any warranties or representations made by SoftVision employees prior to contracting are only effective when confirmed in writing by the management of SoftVision.

(5) Parts of the Software may be furnished with notices and open source licenses from communities and third parties and which are applicable to the use of these parts. The License granted in this Agreement makes no changes to any rights or obligations to which the Licensee may be entitled or incur with respect to such open source licenses; the exclusion or limitations of liability within this Agreement apply for all software of this version.

(6) Parts of the Software may have been generated using libraries or may contain libraries distributed under the Mozilla Public License (MPL) (<http://www.mozilla.org/MPL/>). The terms of the applicable MPL version apply exclusively for these libraries. More information can be found in the respective product documentation.

(7) The Software can access and interface with other software distributed under the Apache license by the Apache Software Foundation (<http://www.apache.org/licenses/>). The terms of the applicable Apache license version apply exclusively for this other software. More information can be found in the respective product documentation.

(8) The Software can access and interface with other software distributed under the GNU Lesser General Public License (GNU LGPL) (<http://www.gnu.org/licenses/licenses.en.html>). The terms of the applicable GNU LGPL version apply exclusively for this other software. More information can be found in the respective product documentation.

(9) The Software can access and interface with ORACLE® software. Unless otherwise stipulated in the contract terms, the following will apply: When ORACLE® software is delivered together with a product, is embedded into it, or is bundled with it pursuant to a license, and this product is responsible in whole or in part for the operation of the ORACLE® software and/or access to the ORACLE® software, then the associated ORACLE® software may not be used as a standalone product or through access (interoperability) by any software other than that with which the ORACLE® software is embedded pursuant to a license. ORACLE® or its licensor retains all ownership and intellectual property rights to the respective programs. ORACLE® assumes no liability for damages or loss of any kind, whether direct or indirect damage; incidental, actual, punitive or consequential damage; loss of profits, revenues or data; or restricted data usage arising in connection with the use of the Software. Specifically, ORACLE® incurs no obligations or liability whatsoever from this Agreement. Publication of comparative benchmark tests of the software is prohibited. Additional information is contained in the licensing terms of the respective ORACLE® software. The Licensee will comply with the terms of the ORACLE® license as an integral part of this License. For that reason ORACLE® is considered a third-party beneficiary of this License.

§ 2 License grant

(1) Unless otherwise expressly marked, the Software is the intellectual property of SoftVision or its suppliers and is protected against unauthorized reproduction by copyright laws, international treaties or other national legal regulations.

(2) The Licensee will be liable for all damages arising from copyright infringement which SoftVision incurs from the Licensee's use of the Software outside of or in breach of this Agreement.

(3) SoftVision grants to the Licensee a simple, perpetual, non-exclusive, and limited right to use the Software. Each License will be bound to a real and existing natural person. The License may be transferred to a different user only with the express written consent of SoftVision. If the Licensee is a legal entity, then this entity will designate a person within the organization to whom the Software will be bound.

(4) The License will be granted as a named user license that can be used on one computer (client). Utilization as a concurrent user license or a concurrent use (or floating) license is prohibited.

(5) The License is permanently assigned to a technological or organizational specification, such as the technical property of a computer, a user registration, or a user ID.

(6) The License may also be granted in the form of a server license. This license is tied to one central computer that provides services to the other computers (clients) within a network. The License may be permanently assigned to a technological or organizational specification of the server. It may be necessary to purchase additional client access licenses (CAL) in order to access the server license.

(7) Should the Licensee wish to make the Software available to multiple users or run it on more than one server, then the Licensee will be required to purchase the appropriate number of user or server licenses within the meaning of sections (3) to (6) above. At no time may the number of users or servers exceed the number of licenses.

(8) Subject to the terms and conditions of this Agreement, the Licensee may install and use the Software on any of its hardware, whether physical or virtual. However, anytime the Licensee changes its hardware, the Software must be removed from the prior hardware.

(9) Unless otherwise expressly agreed, the License will be granted exclusively for that country in which the Licensee has its corporate domicile. Any use in or export to countries that are subject to export control laws or regulations of the European Union or the United States of America is prohibited.

(10) The Licensee may only use the Software for the purpose of running its internal business operations. In particular, the prior written consent of SoftVision is required for (i) using the Software in data center operations for third parties, (ii) temporarily making the Software available (e.g. as application service providing, software as a service, or cloud use) for other than the Licensee's own company (within the meaning of the contracting legal entity; affiliated companies are expressly not included), (iii) using the Software to train individuals who are not employees of the Licensee or its company, or (iv) using the Software in public institutions, political organizations, or governmental (domestic and international) organizations or foundations.

(11) Sublicensing is prohibited. The Licensee may not sell, donate, loan, or lease the Software or the rights to its use to third parties without the express written consent of SoftVision. The authority to utilize the Software in a network does not include the right to provide the Software for use by other companies. If the Software is transferred, then the Licensee will transfer all the documentation as well, and the Licensee's right to use the Software will be terminated.

(12) The use of the Software in a data center, hosting or network system is prohibited if such enables the concurrent multiple use of the Software without the corresponding number of Licenses. Appropriate mechanisms or procedures must be in place to ensure that the Software can be used only by those persons or entities that possess a valid License. The same applies in cases when the Software is installed on a network server for the sole purpose of distribution or accessibility to other computers, such as in shared installations or terminal services.

(13) The Licensee is not authorized to remove or circumvent the Software's protection measures that safeguard against unauthorized use, unless such is required to ensure error-free operation. Copyright notices, serial numbers and other features that serve to identify the Software may also not be removed or modified. The same applies for the on-screen display of these types of features.

(14) The Licensee is only authorized to make modifications, extensions and other alterations to the Software within the meaning of § 69 c No. 2 of the German Copyright Act (UrhG) to the extent that this act categorically permits such. The Licensee is not authorized to use methods that derive or reconstruct the source code or parts thereof from the binary software, lead to obtaining information about the design or creation of the Software, or that modifies the Software. Reverse engineering, decompiling, disassembly, and any programming changes for the Licensee's own use are expressly prohibited. All information, as well as the methods and procedures pertaining to the Software, will be treated as confidential and safeguarded against disclosure to and use by third parties at all times. The Licensee is prohibited from using any parts or processes of the Software to directly or indirectly create its own software. The Licensee is prohibited from using the Software to develop a new software or derivative work, which pursues the same purpose or benefits, or will be present in the same market. The encapsulation of the Software's components into the Licensee's own modules, such as for making it available to other developers, whether in source code, compressed (e.g. DLL or EXE), or any other form, is prohibited. The integration of the Software into any other standard software

package and its distribution as a component of such a package, particularly for OEM use, is prohibited without the express written consent of SoftVision.

(15) The Licensee may copy the Software one time for the purpose of making a backup copy. This backup copy will be marked as such. If the Licensee can demonstrate that the original version that was provided on a data medium can no longer be found or is unusable, then the backup copy will take the place of the original. The Licensee is also authorized to copy the Software to a data medium if it purchased the Software as an online download.

(16) If SoftVision enhances or replaces the Software as part of remedy, then the Licensee will be entitled to the same rights to this subsequently provided Software that it had to the originally licensed Software. If the enhancement or replacement results in the Licensee receiving more than one, and not necessarily complete, Software version, then the Licensee will remove the excess Software, provide written confirmation of the removal, and return any associated data media to SoftVision. The Licenses to excess Software will expire four weeks after implementation of the new Software components. The provisions of this section also apply for performance rendered by SoftVision for which it is under no obligation to provide.

(17) The provisions set forth in § 2 of this Agreement also obligate the Licensee contractually.

§ 3 Server/web server licenses and functions typical of a server on a client

(1) A separate License is required for using the Software as part of a server/web server application. This may be a web server extension, including ISAPI, NSAPI and CGI, as well as integration into dynamic and static web pages, such as through Notes databases, ASP or PHP. A separate License is also required for server applications including in the form of services, which can be used or started by other computers, run supervised or unsupervised, or wait for requests.

(2) A client license, i.e. use of the Software in accordance with § 2 sections (3) to (6), expressly does not grant the right to employ the Software as a part or a whole of any unsupervised, non-interactive client-based applications or components. The Licensee is not authorized to use the Software in any framework whereby a client computer executes actions as a proxy for other client computers. In order to acquire the right to use this kind of functionality, the Licensee must possess a server license for each device, which employs the Software as a part of unsupervised, non-interactive client- or server-based applications or components, or which uses the Software within a framework whereby a client computer executes actions as a proxy for other client computers.

§ 4 General impairment of performance

(1) If the Licensee sets a deadline for rendering performance or remedy, then the Licensee may only use the lapse of this deadline as grounds for withdrawing from the Agreement or claiming damages in lieu of performance, provided it informed SoftVision at the time the deadline was set that it would no longer want to avail itself of SoftVision's services once the deadline has expired. If the Licensee is required to issue a warning instead of setting a deadline, then it must also inform SoftVision at the time the warning is issued that it will no longer want to avail itself of SoftVision's services should the warning fail to render the desired results.

(2) The Licensee may withdraw from this Agreement for a breach of a contract obligation not attributable to a defect in the purchased Software only if SoftVision is responsible for the breach.

(3) The Licensee recognizes its independent obligation to enable SoftVision, within a period of four years from the date of contracting, to review the Licensee's compliance with the terms of this Agreement at the place where the Software is being utilized, and to support this review to the best of its ability. The review will be conducted during the Licensee's regular business hours. Notification will be made at least seven days in advance. SoftVision will make every effort to disrupt the Licensee's operations as little as possible.

§ 5 Liability arising from material defects and warranty of title

(1) Claims arising from a defect are subject to a limitation period of twelve months, unless the defect was fraudulently concealed.

(2) Any assertion of defect liability claims will be contingent upon the defect having been reported in writing to SoftVision within four weeks from the time it was first identified.

(3) SoftVision will, at its discretion, provide remedy by either correcting the defect or supplying a replacement Software that is free of the defect. SoftVision may provide the Licensee with a newer Software version, which exhibits all of the prescribed properties under this Agreement, and which does not unreasonably impair the Licensee in using the Software in terms of the properties as originally contracted for in this Agreement.

(4) SoftVision is authorized to refuse remedy so long as the Licensee has not rendered full payment of any amounts associated with this Agreement and the Licensee has no rightful interest in the retention of the amount that is in arrears.

(5) SoftVision will not be liable in cases where the Licensee has made modifications to the Software it has provided, unless these modifications had no impact on the cause of the defect.

(6) The Licensee will assist SoftVision in identifying and correcting the defect, and will provide SoftVision with immediate access to those files and records that could explain how the defect arose.

(7) The Licensee will use reasonable care in examining whether the defect is one that is subject to remedy prior to asserting any claims for remedy. If the alleged defect is one for which there is no obligation to provide remedy (pseudo defect), then the Licensee may be charged for the services that SoftVision provided for verifying and correcting the error at SoftVision's applicable billing rates plus any expenses incurred, unless the Licensee would have been unable to identify the pseudo defect as such even when exerting the utmost of reasonable care and diligence.

(8) The place of fulfillment for remedy is Fulda, Germany. Remedy may be made by using telecommunications to transmit software, unless this kind of transmission is unreasonable to the Licensee, such as for reasons of information-technology security.

§ 6 Other liability

(1) SoftVision will be liable for gross negligence and willful misconduct. In cases of slight negligence, SoftVision will be liable only for (i) breaches of a material contract obligation (cardinal duty), the fulfillment of which is what makes the proper execution of this Agreement possible and for which compliance may be relied on as a matter of course by the Licensee, and (ii) damages resulting from the injury to life, limb or health.

(2) SoftVision will exercise the diligence customary for its industry. The fact that it is not possible to create software that is entirely free of errors must be taken into account in determining whether SoftVision is at fault.

(3) SoftVision's liability in cases of slight negligence will be limited to the amount of foreseeable damages that are typically expected for this kind of agreement.

(4) SoftVision will not be liable for the loss of data or programs insofar as the damage stems from the Licensee's failure to perform data backups and therefore ensure that the lost data can be reproduced at reasonable expense and effort.

(5) The preceding provisions also apply to the employees and agents of SoftVision.

§ 7 Other provisions

The place of fulfillment and exclusive jurisdiction for any disputes will be Fulda, Germany. This Agreement will be governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. Oral agreements must be put in writing to be enforceable. Any changes to or waivers of the in-writing requirement must also be made in writing. If any provision of this Agreement is or becomes invalid or unenforceable in whole or in part, then the remaining terms of this Agreement will remain in full force and effect.

Effective date: October 1st, 2013

SoftVision Development GmbH, Kurfürstenstraße 15, 36037 Fulda, Germany

Response Fax

Telefax: +49 661 25100-25

SoftVision Development GmbH, Kurfuerstenstrasse 15, 36037 Fuda

Notes User / Server Name Change

This document enables you to notify us that a known user / server is no longer using the product and that you require a new activation key. The key generation is free of charge. You will receive your key within a work day upon receipt of this form.

Some licenses of the SoftVision Development products will be assigned exclusively to one personified Lotus Notes user / server name. We therefore require the license details and the Notes user / server name that is to be changed in the canonical format (For more than one license, please, specify all users' names.). Please, fill in the user / server name in the form below and fax it to the above mentioned fax number. In case of questions, do not hesitate to contact us at your convenience by phone at +49 661 25100-0.

Company:

Contact person:

Street / PO Box:

ZIP Code / City:

By signing this form and sending it to us, you declare, that the original user is no longer using the software and that you are using the software only to the degree that you hold licenses for the product.

Signature / Company stamp:

"Old" Notes user / server name ¹⁾		
(in the canonical format: CN=John Doe/O=SVD/C=DE) - in block letters, please (case sensitive)		
Product	Serial number	Notes user / server name

"New" Notes user / server name ¹⁾		
(in the canonical format: CN=John Doe/O=SVD/C=DE) - in block letters, please (case sensitive)		
Product	Serial number	Notes user / server name

¹⁾ **Notice:** A user name in the canonical format may contain the following elements: CN (common name); OU (organizational unit); O (organization); C (country code). Please note, that it is NOT possible to generate activation keys for universal Lotus Notes user names, such as "Development", "Administration" or similar user names!