

**ORTUS SOLUTIONS CORPORATION
WARRANTY DISCLAIMER AND SOFTWARE PRODUCT LICENSE AGREEMENT**

Ortus PDF Lucee Extension

Copyright © Ortus Solutions Corp. All Rights Reserved.

IMPORTANT - READ CAREFULLY: This End User License Agreement ("EULA") is a legal agreement between YOU (The End User) as Licensee and ORTUS SOLUTIONS CORPORATION for the SOFTWARE PRODUCT identified above.

Please read this EULA carefully and make sure you fully understand it. You are ONLY permitted to install or use this Software or any future updates to the Software if you AGREE to ALL TERMS AND CONDITIONS contained in this EULA. If you do not agree to all terms, do not use this software or any updates. By installing or using this Software YOU agree to be bound by ALL the terms and conditions below.

This agreement is enforceable like any written negotiated agreement signed by you. You agree that you are bound by the agreement whether you are acting on your own behalf or on behalf of a third party.

1. Definitions.

- **"EULA"** means this End User License Agreement.
- **"Licensee"** means YOU or the organization (if any) on whose behalf you are taking the EULA.
- **"Software Product"** or **"Software"** means Ortus PDF Lucee extension, whose licenses are available for purchase from the website: <http://www.ortussolutions.com/>. The Terms "Software Product" or "Software" also include any future updates to the Software ("Updates") that are not delivered to YOU under separate terms.
- **"Ortus Solutions"** means Ortus Solutions Corp, the software developer.
- **"CFML"** means ColdFusion Markup Language.
- **"Lucee Instance"** means an instance of the running Lucee server engine on a servlet container, not to be confused with a Lucee web context.
- **"Trial Edition"** means the edition of the Software Product which is available free of charge for evaluation purposes for a period of thirty (30) days.
- **"Standard License"** means the End User License that Ortus Solutions extends which allows the Licensee to deploy the Software to only one production or public-facing CFML instance.

2. Software Licenses.

2.1 Ortus PDF Extension Yearly available for purchase from the website <http://www.ortussolutions.com> **FOR \$249.00 per Lucee instance. Please look at the website for current pricing.**

With this License YOU are granted the following rights:

You have the right to install and use one (1) copy of the Software Product on unlimited web contexts within a single Lucee server instance. This license includes critical patches and bug fixes for a maximum of 1 calendar year since date of purchase. If you purchase a yearly maintenance per Lucee instance, you will be entitled to major, minor and patch updates during the calendar year.

2.2 Ortus PDF Extension Lifetime available for purchase from the website <http://www.ortussolutions.com> **FOR \$699.00 per Lucee instance. Please look at the website for current pricing.**

With this License YOU are granted the following rights:

You have the right to install and use one (1) copy of the Software Product on unlimited web contexts within a single Lucee server instance. **This license includes critical patches, minor patches and bug fixes only for**

the version of the software that you have purchased. The license does not include major patches or upgrades to newer versions of the software. However, if you are a lifetime license owner, a special upgrade price may be offered for you.

The license you purchase is a lifetime license, and you do **NOT** need to pay license fees at any time after your purchase. There are no additional monthly or yearly fees to use the software.

2.3 Limitations

For any type of license, yearly or lifetime, licensee hereby agrees not to sell, rent, lease, translate, adapt, vary, decompile, disassemble, reverse engineer, create derivative works of, modify, sub-license, loan or distribute the SOFTWARE PRODUCT other than as expressly authorized by this EULA.

3. Warranty disclaimer

Ortus Solutions warrants that (i) it has full right, authority, and power to enter into and perform this EULA; (ii) the Software will comply with all applicable laws, statutes, and regulatory requirements in connection with this EULA; and (iii) prior to delivering the Software and/or any updated versions thereof to Licensee, Ortus Solutions will use commercially reasonable efforts to use regularly updated, commercial, state-of-the-art anti-virus software to ensure against the introduction of any computer virus, trojan horse, malware, spyware, or other malicious technology (collectively "Computer Virus") that may in any manner reveal, damage, destroy, alter, or disrupt any of Licensee's computer network. Ortus Solutions shall immediately advise Licensee, in writing, upon reasonable suspicion or actual knowledge that the Licensee network may have encountered a Computer Virus caused by Ortus Solutions. In the event that a Computer Virus is found to have been introduced into Licensee's computer system and/or network by Ortus Solutions, Ortus Solutions will use all commercially reasonable means, at no additional charge, to assist Licensee in reducing the effects of the Computer Virus and will assist Licensee in the location and isolation of the Computer Virus. If the Computer Virus causes a loss of operational efficiency or loss of data, Ortus Solutions will assist Licensee to the same extent to mitigate and restore such losses.

Licensee may be entitled to warranties, conditions and terms that may not be excluded or limited by Ortus Solutions under law. Except for those non-excludable warranties, conditions and terms, and except for the warranties expressly set forth in this EULA, the Software, Ortus PDF Lucee Extension is made available "As Is." Except for those non-excludable warranties, conditions and terms, and except for the warranties expressly set forth in this EULA, Ortus Solutions makes no warranties, conditions, representations, guarantees or terms (express or implied, whether by statute, common law, custom, usage or otherwise) as to any matter including performance, results, merchantability, integration, quiet enjoyment, satisfactory quality, and fitness for any particular purpose. This disclaimer of warranty may not be valid in some States. Licensee may have warranty rights under law which may not be waived or disclaimed. Ortus Solutions does not seek to limit Licensee's warranty rights to any extent not permitted by law. These exclusions and limitations will apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

Licensee acknowledges and agrees that: Ortus Solutions has no express or implied obligation to continue to make the software or any feature thereof available nor introduce any products or services compatible with the software.

4. Indemnity

Ortus Solutions agrees, to the maximum extent permitted by applicable law, to indemnify, defend and hold Licensee, its members, its successors, officers, principals, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorney's fees) arising out of, or in connection with any third party claims, demands, and causes of action that

have been finally adjudicated and that allege that the Software infringes any patent, copyright or trademark or other intellectual property rights, or misappropriates any third party trade secret. Notwithstanding the foregoing, Ortus Solutions shall obtain Licensee's prior written approval before settling any claim(s) that imposes an obligation on Licensee, including, without limitation, an admission of guilt or a financial settlement, or which fails to release Licensee from the infringement claim.

Licensee agrees, to the maximum extent permitted by applicable law, to indemnify, defend and hold Ortus Solutions, its members, its successors, officers, principals, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorney's fees) arising out of, or in connection with any material breach of this EULA by Licensee.

5. Limitation of Liability

Except for any remedies that cannot be excluded or limited under law, Ortus Solutions, will not be liable to YOU for any loss, damages, claims or costs including any indirect, consequential, or incidental damages, any lost profits or lost savings, any damages resulting from business interruption, personal injury or failure to meet any duty of care, or claims by a third party, even if an Ortus Solutions representative has been advised of the possibility of such loss, damages, claims or costs. In any event, Ortus Solutions' aggregate liability in connection with this agreement will be limited to the amount paid for the Software. This limitation will apply even in the event of a fundamental or material breach or a breach of the fundamental or material terms of this agreement. Nothing contained in this agreement limits Ortus Solutions liability to YOU in the event of death or personal injury resulting from Ortus Solutions' negligence or for the tort of deceit (fraud). Ortus Solutions is acting on its behalf for the purpose of disclaiming, excluding and limiting obligations, warranties and liability, but in no other respects and for no other purpose.

The foregoing limitations and exclusions apply to the extent permitted by applicable law in your jurisdiction. This limitation of liability may not be valid in some States. You may have rights that cannot be waived under consumer protection and other laws. Ortus Solutions does not seek to limit your warranty or remedies to any extent not permitted by law.

6. Term and Termination

This EULA will commence upon Licensee's installation of the Software and will continue in full force and effect for an initial term of one (1) year unless terminated earlier as provided herein. This EULA will automatically renew for additional one (1) year terms upon Licensee's payment for the renewal term(s). Licensee may terminate this EULA without cause upon thirty (30) days written notice to Ortus Solutions. Ortus Solutions may terminate the EULA if Licensee breaches this EULA and such breach is not cured in thirty (30) days. If Licensee terminates this Agreement, Licensee shall uninstall the Software from each device which uses the Software.

7. Governing Law

This agreement will be governed by and construed in accordance with the substantive law of: the State of Texas.

8. Assignment

Except for a sale of all or substantially all of its assets, neither party may assign this EULA nor any of the rights, interests or obligations under this EULA, in whole or in part, by operation of law or otherwise without the prior written consent of the other party.

9. Non Waiver

Ortus Solutions' failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

No breach of any provision of this Agreement will be waived except with the express written consent of Ortus Solutions.

10. Attorney and litigation

In the event of litigation between Ortus Solutions and the Licensee relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting from the litigation process.

11. General Provisions

Licensee's rights to use the Software terminate immediately if Licensee does not comply with any term of this EULA. If any provision of this EULA is found unenforceable, only that provision, interpreted as narrowly as possible, will be held unenforceable and the rest of this EULA will remain valid and enforceable according to its terms. Section 4 shall survive the termination of this EULA. This EULA shall not prejudice the statutory rights of any party dealing as a consumer. This EULA may only be modified by a writing signed by an authorized officer of both parties. This EULA is the entire agreement between Ortus Solutions and Licensee relating to the Software Product, and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software Product.

If Licensee has any questions regarding this document or if you wish to request any information from Ortus Solutions please contact us via web at <http://www.ortussolutions.com/contact>

Lucee, Adobe ColdFusion, Adobe PDF are companies, products NOT associated with Ortus Solutions.