PDFrePRO License Agreement

Art. 1 Provider - contracting party

(1) The contract is concluded with the company RICHTER & POWELEIT GmbH, Altöttinger Str. 1b, D-84524 Neuötting, represented by its managing director Mr. Martin Richter, Tel.: +49 (0) 8671 / 92 76 28-0, e-mail: info@richter-poweleit.de (hereinafter referred to as "Provider").

(2) The Provider licenses the use of the PDFrePRO software (hereinafter referred to as "Software") exclusively to business persons as users (hereinafter also referred to as "Licensees") in accordance with the following terms & conditions. A business person is a natural or legal person or a partnership with legal capacity acting in the exercise of their commercial or independent professional activity when entering into a contract.

These terms & conditions shall apply exclusively. The customer's terms & conditions shall not apply.

Art. 2 Subject of the Agreement - service description

(1) These terms & conditions shall apply to the provision and use of the Software in accordance with the product description as Software as a Service (SaaS). The Licensee shall be entitled to use the Software stored and running on the Provider's servers for their own purposes via an Internet connection during the term of this Agreement and to process and print data using the Software.

(2) The Provider shall provide the Licensee with the current version of the Software for use at the router exit of the data center where the server with the Software is located ("Transfer Point") for the duration of the contractual relationship. The Software, the necessary processing power and the required storage and data processing space shall be provided by the Provider.

The Licensee shall access and use the Software via the Internet using an Internet browser and the RESTful API (server-to-server interface). The software can be accessed via the website https://www.pdfrepro.de.

(3) The subject of the Agreement shall be the granting of the Provider's rights of use to the Software in accordance with the following terms & conditions to a Licensee.

(4) The Software is primarily a product that enables registered Licensees and their end customers to generate PDF printouts via their browser and a server-to-server interface over the Internet. Users can create new templates for PDF documents in the desired output size using a wizard via the Internet portal pdfrepro.de, either selecting existing DIN formats or defining the dimensions freely. The user interface and layouts are available in various languages. Licensees can also insert static text, images, form and design elements such as lines or frames into their layouts, and organize, copy, sort, move, rotate, and show or hide elements on multiple layers for easier editing.

While designing layouts, users can upload test data sets to the PDFrePRO portal as placeholders for subsequent real data and position them in the layout.

After creating layouts, Licensees can send their own data to PDFrePRO via the RESTful interface (server-to-server connection) and immediately receive the resulting PDF. The Licensee can save the resulting file (PDF) in their own server environment and/or send it back to the user's browser. No additional software needs to be installed on the user's computer to use the software.

(5) An Internet-capable computer and an Internet connection are required to use the service. The Software is accessed via a web browser and the RESTful interface (server-to-server component). The precise system requirements and range of functions can be found on the website https://www.pdfrepro.de. The information provided here is to be understood as a description of services and not as guarantees. A guarantee is only granted if it is expressly designated as such.

(6) The software is made available to the user as a service for use via the Internet (Software as a Service). There shall be no physical transfer of the software.

Documentation on how to use the software is provided to users in German and English on the pdfrepro.de website.

(7) Installation and configuration services as well as integration and adaptation of the Software to the needs of the customer or the user's connection to the Internet itself are not the subject of this Agreement.

(8) The Software was developed and produced by the provider and is protected by copyright.

Art. 3 Software license types

The following versions of the Software are available:

(1) Free trial version (hereinafter referred to as the trial version), up to 500 PDFs in the trial period, PDFs contain the Provider's watermark, up to 30 layouts, five API keys, support provided by documentation/FAQs/API documentation. Users can test the software free of charge for 30 days and check whether the service is basically suitable for their application using the test version. After the 30 days have expired, the user can upgrade the license to any of the packages described below. If none of the license packages is selected, the software can no longer be used. Access to the free trial version and all data linked to the customer's account will be completely deleted after a further 14 days.

(2) "Small Business" package.: €49.--/month + VAT, max. 1,500 PDFs per month, up to 5 layouts, one API key, incl. e-mail support

(3) "Professional" package: €149.--/month + VAT, max. 15,000 PDFs per month, up to 15 layouts, up to 5 API keys, incl. e-mail and telephone support

(4) "Individual" package: License is defined and agreed individually and technically depending on the project requirements

Art. 4 Setting up a user account

A user can log in to the Provider's website https://www.pdfrepro.de and create a user account by entering a e-mail address and password of their choice.

After registration, a link to activate the user account is sent to the e-mail address specified by the user. The user must click on this link to complete registration of their user account.

Art. 5 Conclusion of a contract - Conversion of the contract

(1) The contract is concluded when the customer logs in to their user account for the first time.

(2) The user can upgrade to a paid license at any time after successfully testing the trial version of the software.

(3) A license can be purchased by sending an e-mail to vertrieb@pdfrepro.de. The user must provide their complete address and e-mail address, which are required for invoicing.

Because PDFrePRO is only available to commercial customers, proof of commercial activity must be provided by the user when purchasing the license. This can be sent as an e-mail attachment, e.g. a scan of the business registration or current commercial register extract in PDF format. An alternative method of submitting proof to the Provider may be used upon request.

Sending the order by e-mail constitutes an offer by the customer to purchase a time-limited license for a fee.

(4) After having applied for a paid license, an order confirmation and invoice will be sent to the e-mail address provided by the user. The contract is concluded upon receipt of the order confirmation and the information about the ordered license.

(5) The provider reserves the right to terminate the Agreement immediately if the Licensee is unable to provide proof of their commercial activities.

Art. 6 Granting of rights of use

(1) The Provider grants the Licensee and the Licensee's end customers the non-exclusive, non-transferable, time-limited right, for the duration of the Agreement, to load the user interface of the Software into the RAM of the end-user devices used for this purpose in accordance with the Agreement via the Internet for display on screen and to make the resulting copies of the user interface for the duration of the term of the Agreement. The Software may only be used by the Licensee and the Licensee's end customers – this does not include the right to grant sublicenses. Moreover, the Provider also grants the Licensee the right to use the Software for the purposes specified in the Agreement. Since the software runs exclusively on the Provider's servers or on service providers commissioned by the Provider, the Licensee does not require any additional copyrights to the software and the Provider does not grant the Licensee any additional rights.

(2) The Licensee's end customers are permitted, within the scope of this Agreement with the Licensee, to adapt the Licensee's layouts in the Software themselves if the Licensee makes this functionality available to the end customers using its own application.

(3) If the Provider makes new versions, updates or upgrades of the Software available during the term of this Agreement, the above granting of rights of use shall also apply to these correspondingly. However, the Provider is not obliged to provide new versions, upgrades or updates, unless this is absolutely necessary to fix a fault or was otherwise agreed elsewhere in this Agreement.

(4) The Provider shall under no circumstances be obliged to surrender the source code. The Licensee shall not be entitled to use, copy, modify, transmit, reverse assemble, reverse compile, or otherwise translate the Software in any way other than as described herein, except as expressly provided by applicable law.

(5) References to copyrights or other industrial property rights contained in or in the software or the files created with it and features which may be used to identify the program may not be changed, removed or otherwise made unrecognizable.

Art. 7 Term - termination - blocking

(1)   The free trial version of the software is valid for a period of 30 days. The right of use expires auto-matically upon expiry of this period without requiring termination.

(2)   The term of an Agreement for a paid license for the Software shall be 1 month, beginning upon notifi-cation and activation of the login data for the Software for the Licensee. The Agreement shall auto-matically be renewed by the original term of the agreement, unless terminated by either party in writing within 4 weeks of the end of the agreement, or by sending notice of termination by e-mail to vertrieb@pdfrepro.de, specifying the username.

(3)   The right to extraordinary termination for cause remains unaffected. Good cause for termination exists for the Provider in particular if:

   •   Insolvency proceedings have been opened against the assets of the other contractual partner or if such proceedings are imminent.

   •   The Licensee is guilty of violating the license terms & conditions.

   •   The Licensee is in default with a due payment of the license fee, despite receiving a reminder and despite the fact that a reasonable deadline for payment was set.

(4) Any notice of termination must be given in writing to be effective, with the exception of notice by e-mail to vertrieb@pdfrepro.de.

(5) If a paid version of the software is provided to the Licensee, the Provider shall be entitled to deactivate access to the Software if a due license fee is not received by the Provider within 14 days of the due date without justification. After receipt of the arrears, access to the software will be reactivated immediately. The Provider's claim to payment shall remain unaffected by the blocking. The right to block access to the Software exists as a milder remedy, even if the Provider is entitled to an extraordinary termination.

Art. 8 Payment and due date of usage fees for paid licenses

(1) The license fee for a paid version of the Software shall be due in advance for the entire license period as soon as the Licensee has received notification of the license key and must be paid to the Provider by bank transfer. The Provider shall send the Licensee an invoice with the necessary bank details by e-mail or post.

(2) All prices are exclusive of the current statutory VAT.

(3) At the end of the initial term, but not earlier than 12 months, and then at most annually, the Provider may adjust the prices for the agreed fee in line with general price trends. If the increase in the fee amounts to more than 5%, the Licensee shall be entitled to terminate the agreement at the end of the current contractual month.

(4) Offsetting against claims other than undisputed or legally established claims shall not be permissible.

(5) The exercise of a right of retention other than based on a right arising from the same legal relationship is inadmissible.

Art. 9 Support/hotline

Support is available on weekdays, with the exception of public holidays, from Monday to Friday from 8:30 a.m. to 5:30 p.m. on +49 (0) 8671 / 92 76 28-7 or by e-mail on support@pdfrepro.de.

Art. 10 User obligations

(1) The user shall be responsible for checking, by means of a prior test, whether the Software has completely and correctly processed the data and converted it into corresponding PDF data following data transfer and generation of the PDF documents. If the Software has failed to convert the data, or if the Software has failed to perform the conversion correctly, the Licensee can contact the Provider's support hotline.

(2) The user is obliged to keep passwords and login data received from the Provider strictly confidential and to inform the Provider immediately should they become aware that the password or login data has become known to unauthorised third parties. Should a third party use the services of the Provider as a result of abuse of the passwords or login data resulting through the fault of the user, the Licensee shall be liable to pay the Provider for the use of the services and damages.

Art. 11 Availability of the Software

(1) The Provider draws the Licensee's attention to the fact that restrictions or impairments which lie outside the Provider's sphere of influence may arise with regard to the services provided. This includes, in particular, actions by third parties not acting on behalf of the Provider, technical impairments of Internet availability which the Provider cannot influence, such as line outage, failure of the Internet, or force majeure. Insofar as the above circumstances influence the availability or functionality of the services provided by the Provider, this shall have no effect on the contractual conformity of the services provided.

(2) Software availability shall be 98% per year, excluding the time required to install updates, upgrades and perform maintenance.

As a rule, the above work shall not exceed 30 minutes per interruption.

Art. 12 Warranty

(1) For the free trial version, no warranty whatsoever is granted for the test Software which the Provider has provided to the Licensee free of charge. The Provider shall not be obliged to make a test version usable if it does not work, or does not work properly, for any reason whatsoever. In this case, the Provider shall be entitled to refuse a paid license agreement for the Software without stating the reason. The above limitations shall not apply in the event of injury to life, limb or health or for other damage caused by an intentional or grossly negligent breach of duty or fraudulent intent, or for damage covered by liability under mandatory statutory provisions, such as the Product Liability Act, or in the event of the assumption of guarantees.

(2) The statutory warranty provisions shall apply in all other respects.

(3) The Licensee shall immediately inform the Provider of any faults that occur, either in writing or by e-mail. The Licensee shall also assist the Provider in eliminating the faults free of charge and, in particular, provide the Provider with all necessary documents, data, etc. that the Provider requires for the analysis and elimination of the faults.

Art. 13 Liability

(1) The Provider shall be liable, without limitation, for any damage arising from injury to life, limb or health as well as for any other damage caused by an intentional or grossly negligent breach of duty or fraudulent intent, or for damage covered by liability under mandatory statutory provisions, such as the Product Liability Act, or in the event of the assumption of guarantees. In addition, the following limitation shall apply:

In the event of ordinary negligence, the Provider shall only be liable in the event of a breach of an essential contractual obligation, the fulfilment of which is essential for the proper execution of the agreement and on the compliance with which the contractual partner may regularly rely.

(2) In the event of ordinary negligence, liability shall be limited to the amount of the foreseeable damage, the occurrence of which can typically be expected.

(3) The liability of the Provider is excluded in all other cases.

(4) In particular, the Provider shall not be liable for consequential damages or loss of profit.

Art. 14 Indemnity

(1) As a technical service provider, the Provider processes content and data which the User enters or imports when using the Software for the User. The user undertakes to the Provider not to post any unlawful or illegal content or data and not to use any programs containing viruses or other malware in connection with the Software.

(2) The user remains responsible for personal data and must therefore always check whether processing the data using the Software is permissible.

(3) The user bears sole responsibility for all content used and data processed using the Software as well as for any legal positions required for this purpose.

(4) The Provider shall have no knowledge of the user's content and shall not check the content used by the user with the Software.

(5) In this respect, the Licensee undertakes to indemnify the Provider from any liability and any costs, including the costs of any legal proceedings, if the Provider is sued by third parties as a result of alleged acts or omissions on the part of the Licensee. The Provider shall inform the Licensee of the claim and, to the extent legally possible, give the Licensee the opportunity to defend themselves against the asserted claim. Furthermore, the Licensee shall promptly provide the Provider with comprehensive information on the facts which are the subject of the claim.

(6) Any further claims for damages asserted by the Provider shall remain unaffected.

Art. 15 Data protection - user consent

(1) By ordering/using the Software, the Licensee agrees to the collection, processing and use of their personal data by the Provider. The data will be used solely for the purpose of fulfilling the contract and will not be passed on to third parties.

(2) The Provider shall only collect, process and use data on behalf of the Licensee. The Licensee shall be responsible for compliance with data protection regulations in accordance with the German GDPR (DSGVO). The Licensee can issue the Provider with a separate request for order data processing in accordance with the statutory provisions via the PDFrePRO customer portal.

(3) In principle, the Licensee shall not be entitled to demand access to the premises with the Software or any other system components. Access rights of the Licensee's data protection officer shall remain unaffected by this after written registration to verify compliance with the requirements in accordance with the art. 38 paragraph 2, German GDPR (DSGVO).

(4) The Provider undertakes to maintain strict confidentiality with regard to all confidential procedures which become known to him in the course of the preparation, execution and performance of this Agreement, in particular the Licensee's business or trade secrets as well as the data transmitted by the Licensee or the Licensee's users to the Provider, and not to pass them on or otherwise exploit them other than in accordance with this Agreement.

(5) The Provider may also make use of subcontractors, such as computer centres, to fulfil the contract, provided that the subcontractor is subject to a corresponding data protection obligation which at least meets the requirements of this Agreement.

(6) The Provider shall use the layouts created by the Licensee as well as the placeholders created by the Licensee including the test data set (JSON file), which may only contain test data, within the scope of quality assurance in order to be able to ensure that a consistently high quality of the PDF produced is achieved prior to a Software update.

Art. 16 Governing law/contractual language/storage of the Agreement/court of jurisdiction

(1) The law of the Federal Republic of Germany shall apply, to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The contractual language shall be German.

(3) The Agreement shall be stored by the Provider, but shall no longer be retrievable by the Customer after conclusion of the Agreement.

(4) If the Licensee is a merchant, legal entity under public law or special fund under public law, the place of performance and jurisdiction for all disputes arising from this contractual relationship shall be the registered office of the Provider. The same shall apply in the event that the Licensee is a business person and has no general place of jurisdiction in Germany. The Provider shall also be entitled to sue the Licensee at the Licensee's general place of jurisdiction.