End-User License Agreement
LICENSE AGREEMENT AND LIMITED WARRANTY

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**EULA**") is a legal agreement between you ("**Licensee**") and 3000AD SYSTEMS PTY LTD ("**Licensor**"). For purposes of this EULA, the term "Software Product" shall mean all ***PDF-eXPLODE*** software and documentation, electronic and printed, individually and as a group, and the term "License" shall mean the right to make, use, or access a particular copy of the Software Product. The Software Product is protected by copyright laws and international copyright treaties, Trademarks in Australia and United States of America (USA) as well as other intellectual property laws and treaties. **The Software Product is licensed, not sold**.

By installing, copying, or otherwise using the Software Product, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this agreement and the accompanying EULA, you may not install or use the Software Product.

SOFTWARE PRODUCT LICENSE

1.0 GRANT OF LICENSE

Licensor, grants Licensee a nonexclusive and limited license to use the Software Product accompanying this EULA, solely in accordance with the terms and conditions of this EULA. The Software is licensed, not sold, to Licensee. **You are strictly prohibited from installing the Single User Desktop license product on any Network, Cloud or Virtual operating environment, subject to condition in 2.1, unless approved in writing by Licensor. Failure to comply with restrictions shown in Clause 2.1 and 2.2 may render the License "Terminated" and consequently unusable thereafter by the Licencee.** No compensation will be provided to the Licencee, if a license has been revoked as a result of a violation of License conditions.

2.0 INSTALLATION AND USE

2.1 Single User License

Licensee may install and use a single copy of the Software Product on a single computer as long as that computer is owned by Licensee and/or used solely by an employee of Licensee. Licensee may access the Software Product strictly in accordance with the terms hereof. Licensee must acquire additional single user licenses for additional users to use the Software Product. Additionally, a Desktop license may be installed in a virtual Windows operating environment **provided that the software is run fully within that virtual environment and is not "called" to process print output created on the Host PC nor is it accessed via a Remote Desktop Connection ('RDC') from the Host or any other PCs** unless the access is from the same licensed user solely for remote administration or usage, and not for multi-user or automated processing by multiple systems or users.

Licensor however acknowledges the real-world use case (user working remotely) and will provide written approval on request (which must be sought in advance of use), on a case-by-case basis.

2.2 Network License

This EULA grants you a limited, non-exclusive license to install the SOFTWARE onto one Network Server provided the appropriate Network License (namely: PDF-eXPLODE Report Server, PDF-eXPLODE Printer Sharing Server or PDF-eXPLODE Citrix /Terminal Server) has been purchased. **"Network Server"** means a computer with one or more computer central processing units (CPU's) that operates for the purpose of serving other computers logically (which includes the deployment of virtual machines) or physically connected to it, including, but not limited to, other computers connected to it on an internal network, intranet or the Internet.

Each Network License is sold with an attaching 'User' pack (example – 1, 3,5,or 10 Users). This implies **the maximum number of users that can simultaneously access the software at any one time and is limited to a number that is less than the next level of User pack. In other words, a 1 (ONE) User pack is limited to a maximum of 2(TWO) Users overall.**

2.3 Trial License

Licensee may use one copy of the Software Product on a single computer, for a limited period as provided by the Software Product. Licensee is acquiring only the limited right to use a single copy of the Software Product for evaluation purposes. Licensee does not acquire any rights to the Software Product itself.

3.0 DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

3.1 Separation of Components

The Software Product is licensed as either a single user product or multiple-user pack product; however in either case, one physical license is provided. You may install this license on a single computer or server, accessible only by as many Users as determined by the User pack purchased and subject to conditions set out under clause 3.9 'Other Restrictions'.

3.2 Upgrades

If the Software Product is labeled as an upgrade, Licensee must be properly licensed to use this product, identified by Licensor as being eligible for the upgrade. A Software Product labelled as an upgrade replaces and/or supplements the product that formed the basis for eligibility for the upgrade. Licensee may use the resulting upgraded product only in accordance with the terms of this EULA. **Licensee may not use the previous version of the Licensed Software after receiving a media replacement or updated version as a replacement to a prior version; in such cases, the Licensee must destroy the prior version. Continued use of the old version alongside the newer upgraded version, would constitute a breach of this EULA.**

3.3 Rental

Licensee may not rent, lease, or lend the Software Product.

3.4 Support Services

Licensee must register with Licensor or its Agent in order to be eligible for technical support via electronic mail. Licensee is entitled to support via email from Licensor, free of charge for the first two months or sixty(60) days (whichever is greater),

following date of purchase of the license. Reference to this free period expiry is made on the license purchasing Invoice. Subject to foregoing, beyond sixty days following purchase date, if Licensee fails to purchase an annual support plan, Licensor support is restricted to:

- License activation reset for the purpose of re-imaging the disk on which PDF-eXPLODE was installed or moving the license to a different PC or Server, which may take up to 7 days for a response.
- Providing a download link for the purchased version of the PDF-eXPLODE setup program if available or an equivalent installer
- Customer database lookup/update of contact information, license ID and password
- Re-send a copy of an invoice

The Licensor reserves the right to revoke or modify support provided for the Software at any time, for any or no reason. The Licensor also reserves the right to offer or provide software support at an hourly rate of US$100 per hour if it deems necessary. Any supplemental software code provided to Licensee as part of support services shall be considered part of the Software Product and subject to the terms and conditions of this EULA. With respect to technical information Licensee provides to Licensor as part of any such support services, Licensor may use such information for its business purposes, including for product support and development. Licensor will not utilize such technical information in a form that personally identifies Licensee.

3.5 Software Transfer

Notwithstanding any terms to the contrary, Licensee may not transfer rights under this EULA. In view of the fact that Licensee has acquired the right to use the Software Product under special terms, any transfer of rights under this EULA is strictly prohibited. Where the licensee business has been aquired by another Business, the Licensee must notify the Licensor in writing of this acquisition, and request the License to be transferred to the new Business. This notification must be done within 60 days of transfer of ownership, so an appropriate note can be made in Licensor's records. If the Licensee has acquired another business and intends deployment of the software at the new location, then notice of this acquisition and intention must be given 60 days in advance of the acquisition. In either case, the current software license can only be used on one physical media at any one time and within the terms of use of this EULA.

3.6 Ownership

Licensee agrees that 3000AD Systems Pty Ltd and/or its Suppliers, retains all right, title and interest in and to the Software Product and all copies at all times, regardless of the form or media in or on which the original or other copies may subsequently exist. Licensee agrees they neither own nor hereby acquire any claim or right of ownership to the Software Product or to any related patents, copyrights, trademarks or other intellectual property. Licensee agrees to use reasonable efforts to prevent and protect the contents of the Software Product from unauthorized disclosure or use. Any data, content or information accessed through the Software Product is the property of the applicable data/content/information owner and may be protected by applicable copyright law. This EULA gives Licensee no rights to such data, content or information.

3.7 Copyright

All title **and** copyrights in and to the Software Product (including but not limited to any images, photographs, animations,

video, audio, music, text, and "applets" incorporated into the Software Product), and any copies of the Software Product are owned by Licensor unless otherwise indicated. The Software Product is protected by copyright laws and international treaty provisions. Therefore, the Software Product must be treated like any other copyrighted material.

3.8 Trademark

The software is covered by a Trademark in the United States of America and Australia. Use or reference to the name PDF-eXPLODE® and/or its logo, to describe another product or service, is strictly prohibited in any web site or public domain. To do so, would constitute an infringement on the software's Trademark and copyright. You may not publish any material intentionally or otherwise, unless permission has been granted in writing by the licensor to the Licensee to do so.

3.9 U.S. Government Restricted Rights

The Software Product is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

3.10 Other Restrictions

Licensee agrees not to alter, disassemble, decompile, translate, adapt or reverse-engineer the Software Product or make any attempt to discover the source code of the Software or otherwise reduce the Software Product to a human perceivable form, or to modify, network, or create derivative works based upon the Software Product in whole or in part, nor permit any other party to do so.

3.11 Termination

Without prejudice to any other rights, Licensor may terminate this EULA if Licensee fails to comply with the terms and conditions of this EULA. In such event, Licensee must destroy all copies of the Software Product and all of its component parts.

4.0 MISCELLANEOUS

This EULA is governed by the laws of the Commonwealth of Australia in the State of New South Wales (NSW). Should you have any questions concerning this EULA, or if you desire to contact Licensor for any reason, please contact Licensor on Mobile/Cell : +61 414 912053 or Email: mail@3000ad.com.au.

5.0 LIMITED WARRANTY

Licensor warrants that the:

(i) Software Product will perform substantially in accordance with the applicable user documentation published by Licensor for a period of ninety (90) days from the date Licensee first acquired Software Product, and

(ii) Support Services provided by Licensor shall be substantially as described in the applicable user documentation published by Licensor, and Licensor will make commercially reasonable efforts to solve problem issues.

Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply. To the extent allowed by applicable law, implied warranties on the Software Product, if any, are limited to ninety (90) days. Notwithstanding the foregoing, Licensor under no circumstances warrants the media on which the Software Product has been distributed.

6.0 CUSTOMER REMEDIES

Licensee's exclusive remedy shall be, at Licensor's option, either
(i) return of the price paid, if any, or
(ii) replacement of the Software Product upon proof of purchase.
This Limited Warranty is void if failure of the Software Product has resulted from accident, abuse, or misapplication. Any replacement Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

7.0 NO OTHER WARRANTIES

To the maximum extent permitted by applicable law, 3000AD Systems Pty Ltd and its Suppliers disclaim all other warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, with regard to the software product, and the provision of or failure to provide support services. This limited warranty gives you specific legal rights. You may have others, which vary from state to state and jurisdiction to jurisdiction.

8.0 LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall 3000AD Systems Pty Ltd (or its Suppliers) be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the software product or the provision of or failure to provide support services, even if licensor has been advised of the possibility of such damages. In any case, 3000AD Systems Pty Ltd's (or its Suppliers') entire liability under any provision of this EULA shall be limited to the greater of the amount actually paid by you for the software product or US $5.00. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

Version 4.1.35.50 May 2026

Copyright © 2006-2026 | 3000AD Systems, AUSTRALIA

Delivering tomorrow's systems today

3000AD SYSTEMS

Sydney, AUSTRALIA
mail@3000ad.com.au
www.3000ad.com.au