

## 3D PDF Pro Terms and Conditions of Use

## PROSTEP 3D PDF Pro for Adobe® Acrobat® Pro Terms and Conditions of Use

3dpdf.com is owned and operated by PROSTEP AG. Before visiting the website, or accessing any other services, please take some time to review these terms and conditions of use. You agree to comply with and accept the following Terms and Conditions of use, which together with our Privacy Policy (<http://www.3dpdf.com/en/footer/privacy-policy.html>) and Copyright Policy (<http://www.3dpdf.com/en/footer/disclaimer-copyright.html>) apply to you when you view, access, or otherwise use the Site. Be sure to check these terms and conditions frequently for updates, as they may change. If you do not wish to comply with the Agreement, please refrain from using this Site or Services.

### 1. Acceptance of Terms.

By accessing [www.3dpdf.com](http://www.3dpdf.com) or any other websites owned and operated by PROSTEP AG, its affiliates and agents (collectively the "Site(s)") in any way, including using, transmitting, downloading or uploading any "Materials" made available or enabled via the Services by PROSTEP, Inc., or, you, or other users of the Service, or merely browsing the Sites, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS OF USE and you have reviewed PROSTEP's Online Privacy Policy (<http://www.3dpdf.com/en/footer/privacy-policy.html>) which is incorporated herein fully.

For purposes of these Terms of Use: "Services" shall mean the features and benefits derived from the use of Materials. "Materials" shall mean any content made available or enabled by PROSTEP, Inc., you or other users of the Services and includes, without limitation, any information, data, documents, images, photographs, graphics, audio, videos, or webcasts, products, and

PROSTEP, Inc. software, software code and associated documentation ("Software") in any medium. "PROSTEP Materials" means specifically those Materials made available to you or other users of the Services by PROSTEP or its licensors.

a. Prohibited Use. You may not use the Services if you are prohibited by Law (as defined below in Section 2(d)) from receiving or using the Services. Also, unless expressly stated in the Additional Terms for any given Service, you may not use the Services unless you are fully able and competent to enter into the conditions, obligations, representations and other terms of these Terms of Use and are either of legal age to form a binding contract with PROSTEP, possess legal parental or guardian consent or are an emancipated minor. In particular, unless expressly stated in the Additional Terms for any given Service, you affirm that you are over the age of 13 and acknowledge that these Services were not intended for children under 13.

b. Additional Terms May Apply. PROSTEP makes certain Services and Materials available only if you have paid a fee or have provided PROSTEP certain Registration Information (as such term is defined in the PROSTEP Online Privacy Policy) and/or created a PROSTEP ID and password or other log-in ID and password (collectively, "Account Information"). As such certain Services or Materials may also be subject to and governed by a subscription or other agreement, posted guidelines, rules, or terms of service ("Additional Terms"). If there is any conflict between the Terms of Use and any Additional Terms, the Additional Terms take precedence in relation to that Service. The Terms of Use and any applicable Additional Terms and all other documents incorporated by reference in these General Terms are referred to herein as the "Terms".

c. Changes to Terms of Use. PROSTEP reserves the right to change the Terms of Use from time to time at its sole discretion, including by imposing a charge for access to or use of a Service.

## 3D PDF Pro Terms and Conditions of Use

If such changes are made, PROSTEP will make a new copy of Terms available at <http://www.3dpdf.com/index.php?id=378>, with any new Additional Terms made available to you from within or through the affected Service. PROSTEP may require you to provide consent to the updated Terms in a specified manner before further use of the Services is permitted. Otherwise, your continued use of any affected Service constitutes your acceptance of the changes. Your use of the Services is subject to the most current version of the Terms posted on or through the affected Service at the time of such use. Please regularly check <http://www.3dpdf.com/index.php?id=378> to view the then-current Terms of Use and Addition Terms.

### 2. Use of Services and Materials.

a. Compliance. By downloading Materials and accessing any Services you expressly agree to adhere to all limitations on dissemination, use and reproduction. Failure to comply with such limitations may result in termination of your access to these services or revocation of any license to downloaded Materials.

b. User Content. Unless expressly agreed to by PROSTEP in writing, PROSTEP has no obligation to store any Materials that you upload, post, email, transmit or otherwise make available through your use of the Services ("User Content"). "User Content" means any Materials uploaded by you or the other users of the Services. PROSTEP has no responsibility or liability for the deletion or accuracy of any Materials, including your User Content, the failure to store, transmit or receive transmission of Materials, or the security, privacy, storage or transmission of other communications originating with or involving use of the Services. Certain Services may enable you to specify the level at which such Services restrict access to your User Content. You are solely responsible for applying the appropriate level of access to your User Content. If you do not choose, the

system may default to its most permissive setting. You agree that PROSTEP retains the right to create reasonable limits on the use of the Materials, including your User Content, such as limits on file size, storage space, processing capacity, and similar limits described in the web pages accompanying the Services and as otherwise determined by PROSTEP in its sole discretion.

c. Account Information. You agree that your Account Information will always be complete, accurate and up-to-date. It is your responsibility to keep your Account Information confidential at all times and you are solely responsible for all activity that occurs to your Account Information when you are logged in to your account. If you become aware of any unauthorized use of your account or Account Information, or any other breach of security, you agree to notify PROSTEP immediately. You may not use another person's Account Information. PROSTEP may require that you change your Account Information or certain parts of your Account Information at any time for any reason.

d. Permitted Use. You agree to use the Services and the Materials only for purposes that are permitted by the Terms and any applicable law, regulation, or generally accepted practices or guidelines in any applicable jurisdiction (including any laws regarding the export of data or software to and from the United States or other applicable countries) ("Law").

e. No Circumvention. You agree not to access or attempt to access the Services by any means other than the interface provided by PROSTEP or circumvent any access or use restrictions put into place to prevent certain uses of the Services.

### 3. Ownership of Proprietary Information.

a. Intellectual Property Rights. All Services and PROSTEP Materials,

## 3D PDF Pro Terms and Conditions of Use

provided to you under this Terms of Use and other applicable Agreement are proprietary and owned exclusively by PROSTEP, Inc. and where applicable its licensors and are protected by applicable copyright, trademark, trade dress, patent, trade secret, unfair competition, and other intellectual and proprietary rights (the "Intellectual Property Rights"). Except as expressly provided in these Terms, PROSTEP and its suppliers do not grant any express or implied rights to use the Services and Materials.

b. Ownership of Marks. All trademarks, logos and service marks displayed on the Services (the "Marks") are the proprietary property of PROSTEP or applicable third parties. You are not permitted to use the Marks without the prior consent of PROSTEP or the third party that may own the Marks. PROSTEP and the PROSTEP logo are trademarks of PROSTEP AG.

### 4. Use of Software.

a. Any Software that is made available to you is the property of PROSTEP and its suppliers. If the Software made available through the Services is accompanied by license terms, then use of such Software is governed by the terms of such license agreement that accompanies or is included with the Software, or by the license agreement expressly stated on the hyperlinks referenced in the Software. Some End User license terms are available for review at <http://www.3dpdf.com/index.php?id=378>. Other license terms may only be posted with the Software downloads or at the web page where the Software can be accessed. You shall not use, download or install any Software that is accompanied by or includes a license agreement unless you agree to the terms of such license agreement. Unless the accompanying license agreement expressly states otherwise, any copying or redistribution of the Software is prohibited, including any copying or redistribution of the Software to any other server or location, redistribution or use on a service bureau basis. If there is

any conflict between these Terms and the license agreement provided with such Software, the license agreement shall take precedence in relation to that Software; except only that if the Software is a pre-release version, then, notwithstanding anything to the contrary included within an accompanying license agreement, you are not permitted to use or otherwise rely on the Software for any commercial or production purposes.

b. In the event, no license agreement accompanies the Software, use of the Software will be governed by the terms of this Section 4. PROSTEP grants you a personal, worldwide, freely revocable, limited, non-transferable, non-sub-licensable, royalty-free, non-assignable, nonexclusive license to use the Software in the manner permitted by the Terms. You agree that you will not decompile, reverse engineer or otherwise attempt to discover the source code of the Software. Notwithstanding the foregoing, decompiling the Software is permitted to the extent the laws of the jurisdiction where you are located give you the right to do so to obtain information necessary to render the Software interoperable with other software, provided, however, that you must first request the information from PROSTEP and PROSTEP may, in its discretion, either provide such information to you or impose reasonable conditions, including reasonable fees, on use of the Software to ensure that PROSTEP Intellectual Property Rights in the Software are protected. You may not assign (or grant a sublicense of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software. For clarity, your use of the Software is also subject to the disclaimers and limitations in Section 14, below and your compliance with the export control provisions of Section 18.

c. The Software may automatically download and install updates from PROSTEP from time to time. These updates are designed to improve, enhance and further develop the Software and may take the form of bug

### 3D PDF Pro Terms and Conditions of Use

fixes, enhanced functions, new Software modules and completely new versions. You agree to receive such updates (and permit PROSTEP to deliver these to you with or without your knowledge) as part of your use of the Services.

#### 5. Use of PROSTEP Materials and Shared Group Content.

a. Use of PROSTEP Materials. Except as expressly indicated to the contrary in any applicable Additional Terms, PROSTEP hereby grants you a nonexclusive, freely revocable (upon notice from PROSTEP), nontransferable, license to view, download and print PROSTEP Materials, subject to the following conditions:

- i. You may access and use the PROSTEP Materials solely for personal, informational, non-commercial and internal purposes, in accordance with these Terms;
- ii. You may not modify or alter the PROSTEP Materials;
- iii. You may not distribute, sell, rent, lease, license or otherwise make the PROSTEP Materials available to others; and
- iv. You may not remove any text, copyright or other proprietary notices contained in the PROSTEP Materials.

b. Shared Group Content. Some Services involve collaboration and file-sharing services among other users or a specific group in conjunction with such collaboration and file-sharing. The User Content that you or other Users share with other Users through the Services shall be referred to as "Shared Group Content". While some Services offer functionality to limit another User's use of your Shared Group Content, such limitations are not guaranteed and it is your sole responsibility to determine the limitations, if any, are placed on Shared Group Content that you distribute. You

agree that PROSTEP has no liability of any kind should other Users use, modify, destroy, corrupt, copy or distribute your Shared Group Content in violation of the limitations that you may impose on its use. Further, it is your sole responsibility to determine what limitations are placed on your use of another User's Shared Group Content, including by looking at a given Service's functionality and Additional Terms along with any additional restrictions placed by such User on your use of their Shared Group Content. The rights granted to you under Shared Group Content in PROSTEP Materials as specified herein are not applicable to the design, layout or look and feel of the of any Services. Such elements of the Services are protected by Intellectual Property Rights and may not be copied or imitated in whole or in part. No PROSTEP Materials may be copied or retransmitted unless expressly permitted by PROSTEP.

#### 6. User Code of Conduct.

a. User Content and Submissions. You agree that you, not PROSTEP, are entirely responsible for all of your User Content that you distribute, perform, display, upload, post, email, transmit or otherwise make available on or through the Services ("Make Available" or "Submit"), whether publicly posted or privately transmitted. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness.

b. Representation and Warranties. You hereby represent and warrant that: (i) you own the intellectual property rights, or have obtained all necessary license(s) and permission(s), to your User Content that you submit in connection with the Services or Materials; (ii) you have the rights necessary to grant the license and sublicenses described in the these Terms; and (iii) you have received consent from any and all persons depicted in your User Content to use your User Content as set forth in these Terms, including distribution, public display, public performance and

## 3D PDF Pro Terms and Conditions of Use

reproduction of your User Content.

c. Other User Content or Materials. You acknowledge and agree that by accessing or using the Services or Materials, you may be exposed to Materials (including Shared Group Content) from others that you may consider offensive, indecent or otherwise objectionable and hereby do waive any legal or equitable rights or remedies you have or may have against PROSTEP with respect thereto, and agree to indemnify and hold PROSTEP, its affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

d. You expressly agree not to use, or to encourage or permit others to use, the services or materials to:

- i. Submit any User Content that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, obscene, child-pornographic, lewd, profane, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- ii. Stalk, intimidate and/or harass another;
- iii. Incite others to commit violence;
- iv. Harm minors in any way;
- v. Make Available any User Content that you do not have a right to submit under any Law or contractual or fiduciary relationship;
- vi. Make Available any User Content that infringes any Intellectual Property Right or other proprietary right of any party;
- vii. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- viii. Forge headers or otherwise

manipulate identifiers to disguise the origin of any of Materials posted on or transmitted through the Services;

- ix. Use the Services or Materials such that it will mislead a User into believing that they are interacting directly with PROSTEP or any Service;
- x. Engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys or other duplicative or unsolicited messages (commercial or otherwise);
- xi. Use any PROSTEP domain name as a pseudonymous return email address;
- xii. Make Available any User Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
- xiii. Access or use the Services in any manner that could damage, disable, overburden or impair any PROSTEP server or the networks connected to any PROSTEP server;
- xiv. Intentionally or unintentionally interfere with or disrupt the Services or violate any applicable Laws related to the access to or use of the Services, violate any requirements, procedures, policies or regulations of networks connected to the Services, or engage in any activity prohibited by the Terms;
- xv. Disrupt or interfere with the security of, or otherwise cause harm to, the Services, Materials, Software, systems resources, accounts, passwords, servers or networks connected to or accessible through the Services or any affiliated or linked sites;



## 3D PDF Pro Terms and Conditions of Use

- xvi. Disrupt, interfere with, or inhibit any other User from using and enjoying the Services or Materials, or other affiliated or linked sites, Services or Materials;
- xvii. Access or attempt to access any Material that you are not authorized to access or through any means not intentionally made available through the Services;
- xviii. Market any goods or services for any business purposes (including advertising purposes and making offers to buy or sell goods or services), unless specifically allowed to do so by PROSTEP;
- xix. Reproduce, sell, trade, resell or exploit for any commercial purpose, any portion of the Services or any Materials, use of any Service or Materials, or access to any Service or Materials; or
- xx. Use any data mining, robots, or similar data gathering and extraction methods in connection with the Services or Materials.
- xxi. Collect or store data about other users in connection with the prohibited conduct and activities.

### 7. Investigations.

- a. PROSTEP, in its sole discretion, may (but has no obligation to) monitor or review the Services and Materials at any time. Without limiting the foregoing, PROSTEP shall have the right, in its sole discretion, to remove any of your User Content for any reason (or no reason), including if it violates these Terms or any Law.
- b. Although PROSTEP does not generally monitor User activity occurring in connection with the Services or Materials, if PROSTEP becomes aware of any possible violations by you of any provision of the Terms, PROSTEP reserves the right to investigate such

violations, and PROSTEP may, at its sole discretion, immediately terminate your rights hereunder, including your right to use the Services, or Materials or change, alter or remove your User Content or Account Information, in whole or in part, without prior notice to you. If, as a result of such investigation, PROSTEP believes that criminal activity has occurred, PROSTEP reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. Except to the extent prohibited by applicable Law, PROSTEP is entitled to retain and/or disclose any information including your User Content or Account Information (or elements thereof), in PROSTEP's possession in connection with your use of the Services to (i) comply with applicable Law, legal process or governmental request; (ii) enforce the Terms; (iii) respond to any claims that your User Content violates the Terms or rights of third parties; (iv) respond to your requests for customer services; or (v) protect the rights, property or personal safety of PROSTEP, its Users or third parties, including the public at large, as PROSTEP in its sole discretion believes to be necessary or appropriate.

### 8. License to User Content.

*A note in common terms: We realize that this section might look a bit daunting and so we want to point out a few things. This section only applies to those portions of our sites, such as User Forums, where we intend for users to share content freely with PROSTEP and with each other. It does not apply to all of the content that you share, contribute or post to our sites. For example, it does not apply to content hosted by CS Live online services, Photoshop.com or Acrobat.com. For services like those, we will provide customized license grants that are consistent with the spirit and intent of those services and that are appropriate for the kinds of content we expect you to share within them. (We say this more formally below.) So we encourage you to be selective when deciding which content to contribute*

### 3D PDF Pro Terms and Conditions of Use

*under this license and we want you to be sure that you are comfortable granting the rights in this section when it comes to that content.*

a. PROSTEP does not claim ownership of your User Content. However, except as provided in Section 8(b), you grant PROSTEP a worldwide (because the Internet is global), royalty-free, nonexclusive, transferable, perpetual, irrevocable, and fully sub licensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display your User Content (in whole or in part) and to incorporate your User Content into other Materials or works in any format or medium now known or later developed.

b. The terms of Section 8(a) shall not apply to your User Content:

- i. When specifically agreed that Section 8(a) shall not apply in any Additional Terms that may accompany certain Services (such as those provided with CS Live online services, Photoshop.com and Acrobat.com); or
- ii. When your User Content is submitted through Services that are intended for private communication or which allow you to limit public access or use to your User Content and you do in fact limit public access or use.

In the case of your User Content covered by Section 8(b)(i), you grant PROSTEP only those rights set forth in such Additional Terms. In the case of your User Content covered by Section 8(b)(ii), you grant PROSTEP a worldwide (because the Internet is global), royalty-free, nonexclusive, transferable, and fully sub licensable license to use, distribute, reproduce, modify, publish and translate Your User content solely for the purpose of enabling your use of the Service. You may revoke this license and terminate PROSTEP's rights at any time by removing your User Content

from the Service; provided that you agree that PROSTEP may retain and use copies of your User Content for archival purposes and pursuant to Section 7 (Investigations), above.

#### 9. Feedback.

You have no obligation to provide PROSTEP with ideas, suggestions, documentations and/or proposals ("Feedback"). However, if you submit Feedback to PROSTEP, while you retain ownership in such Feedback, you hereby grant PROSTEP a nonexclusive, royalty-free, fully paid-up, perpetual, irrevocable, transferable, unlimited license under all of your Intellectual Property Rights to use and otherwise exploit your Feedback for any purpose throughout the universe. Further, by submitting Feedback, you represent and warrant that (i) your Feedback does not contain the confidential or proprietary information of you or of third parties; (ii) PROSTEP is not under any obligation of confidentiality, express or implied, with respect to the Feedback; (iii) PROSTEP may have something similar to the Feedback already under consideration or in development; and (iv) you are not entitled to any compensation or reimbursement of any kind from PROSTEP for the Feedback under any circumstances.

#### 10. Right to Derive Revenue / Advertisements.

Except for the User Content subject to Section 8(b) above, you agree that PROSTEP may derive revenue and/or other remuneration from your User Content that you Make Available (or Submit) via the Services without payment to you. For example, PROSTEP may display PROSTEP and/or third party paid advertisements and/or other information adjacent to or included with the Services and adjacent to or in connection with your User Content, and you agree that you are not entitled to any compensation for any such advertisements. The manner, mode and

## 3D PDF Pro Terms and Conditions of Use

extent of advertising or other revenue generating models pursued by PROSTEP on or in conjunction with the Services and/or your User Content are subject to change without specific notice to you.

### 11. Links to Third Party Sites.

The Services and Materials available on the Site may include links that will take you to other sites outside of the Site ("Third Party Sites"). The Third Party Sites are provided by PROSTEP to you as a convenience and the inclusion of the links does not imply any endorsement by PROSTEP of any Third Party Site. PROSTEP has no control of the Third Party Sites and you agree that PROSTEP is not responsible for the availability or contents of any Third Party Site (including any advertising, products or other materials on or available from such Third Party Site), any link contained in a Third Party Site, or any changes or updates to a Third Party Site.

### 12. Modifications to Services and Materials.

PROSTEP may at any time and from time to time modify or discontinue, temporarily or permanently, the Services or Materials, or any portion thereof, with or without notice. You agree that PROSTEP shall not be liable to you or any third party for any modification, suspension or discontinuance of the Services or Materials.

### 13. Termination.

a. Termination by You. These Terms will continue to apply until terminated by notifying PROSTEP at any time and closing your accounts for all of the Services or Materials that you use, where PROSTEP has made this option available to you. Your notice should be sent, in writing, to PROSTEP's address set forth below.

b. Termination by PROSTEP. PROSTEP may at any time terminate these Terms

(or portion thereof, such as any individual Additional Terms) with you if:

- i. You have breached any provision of these Terms (or have acted in a manner that clearly shows you do not intend to, or are unable to, comply with the Terms);
- ii. PROSTEP is required to do so by Law (for example, where the provision of the Services or Materials to you is, or becomes, unlawful);
- iii. The provision of the Services or Materials to you by PROSTEP is, in PROSTEP's opinion, no longer commercially viable;
- iv. PROSTEP has elected to discontinue the Services or Materials (or any part thereof); or
- v. There has been an extended period of inactivity in your account.
- vi. PROSTEP may also terminate or suspend all or a portion of your account and/or access to the Services or Materials for any reason. Except as may be set forth in any Additional Terms applicable to a particular Service, termination of your account may include: (i) removal of access to all offerings within the Services; (ii) deletion of your User Content and Account Information, including your personal information, log-in ID and password, and all related information, files and Materials associated with or inside your account (or any part thereof); and (iii) barring of further use of the Services.

You agree that termination for any of the above reasons shall be made in PROSTEP's sole discretion and that PROSTEP shall not be liable to you or any third party for any termination of your account (and accompanying deletion of your Account Information), or access to the Services and Materials, including your User Content.



## 3D PDF Pro Terms and Conditions of Use

c. Effect of Termination. Upon termination of the Terms for any reason, you shall promptly discontinue use of the Services and Materials. All perpetual licenses and indemnification provisions and any of PROSTEP's disclaimers or limitations of damages or liabilities hereunder and Sections 2, 3, 6(b-d), 7, 9-13, 14, 16, 19, 20 and 21 will survive any termination of these terms.

### 14. Disclaimer of Warranties.

You expressly understand and agree that, to the maximum extent permitted by applicable law:

a. The site, services and materials are provided by PROSTEP "as is," without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, PROSTEP makes no warranty that (i) the site, services or materials will meet your requirements or will be uninterrupted, timely, secure or error-free; (ii) the results that may be obtained from the use of the site, services or materials will be effective, accurate or reliable; (iii) the quality of the site, services or materials will meet your expectations; or that (iv) any errors or defects in the site, services or materials will be corrected. No advice or information, whether oral or written, obtained by you from PROSTEP or through or from use of the services shall create any warranty not expressly stated in the terms.

b. PROSTEP specifically disclaims any liability with regard to any actions resulting from your use of or participation in any services and your use of materials. Any material downloaded or otherwise obtained through use of the services is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material or otherwise. PROSTEP

assumes no liability for any computer virus or similar code that is downloaded to your computer from any of the services.

c. PROSTEP does not control, endorse or accept responsibility for any materials or services offered by third parties accessible through third party sites. PROSTEP makes no representations or warranties whatsoever about, and shall not be liable for, any such third parties, their materials or services. Any dealings that you may have with such third parties are at your own risk.

d. Managers, hosts, participants, moderators and other third parties are not authorized PROSTEP spokespersons, and their views do not necessarily reflect those of PROSTEP. To the maximum extent permitted by applicable law, PROSTEP will have no liability related to user content arising under intellectual property rights, libel, privacy, publicity, obscenity or other laws. PROSTEP also disclaims all liability with respect to the misuse, loss, modification or unavailability of any user content.

e. PROSTEP will not be liable for any loss that you may incur as a result of someone else using your password or account or account information in connection with the site or any services or materials, either with or without your knowledge.

f. Some jurisdictions do not allow the exclusion of certain warranties, the limitation or exclusion of implied warranties, or limitations on how long an implied warranty may last, please check your jurisdiction to determine which so limitations may not apply to you.

### 15. International Users.

a. The Services and Materials can be accessed from countries around the world and may contain references to Services and Materials that are not available in your country. These references do not imply that PROSTEP

## 3D PDF Pro Terms and Conditions of Use

intends to announce such Services or Materials in your country.

b. These Services are controlled, operated and administered by PROSTEP from its offices in the United States of America. PROSTEP makes no representation that the Services or Materials are appropriate or available for use at other locations outside the United States, and access to the Services from jurisdictions where the Services or Materials are illegal is prohibited. PROSTEP reserves the right to block access to the Services or Materials by certain international users. If you access the Services from a location outside the United States, you are responsible for compliance with all local Laws.

### 16. Limitation of Liability.

a. In no event shall PROSTEP, its officers, directors, employees, partners or suppliers be liable to you or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or if PROSTEP has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with your use of or access to the site, services or materials. Nothing in the terms shall limit or exclude PROSTEP's liability for gross negligence or intentional misconduct of PROSTEP or its employees, or for death or personal injury.

b. PROSTEP's aggregate maximum liability and that of its affiliates and suppliers under or in connection with this agreement shall be limited to one hundred United States dollars (\$100) or the aggregate amount paid by you for access to the service, whichever is larger. This limitation will apply even if PROSTEP has been advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy.

c. The limitations and exclusions in this section 16 apply to the maximum extent permitted by applicable law in your jurisdiction. Some jurisdictions prohibit the exclusion or limitation of liability for incidental, consequential or punitive damages. Accordingly, the limitations and exclusions set forth above may not apply to you.

### 17. Export Control Laws.

You acknowledge and agree that materials, services, products or technology provided by PROSTEP are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer PROSTEP materials, services, products or technology, either directly or indirectly, to any country in violation of such laws and regulations.

### 18. Indemnity and Liability.

You agree to indemnify and hold PROSTEP and its subsidiaries, affiliates, officers, agents, employees, co-branders or other partners, and licensors harmless from any claim or demand, costs including reasonable attorneys' fees, due to or arising out of your User Content, your use of the Services or Materials, your connection to the Services or Materials, the actions of any member of your group, your access to or use of Third Party Sites and your connections therewith, any claim that your User Content caused damage to a third party, any dealings between you and any third parties advertising or promoting via the Services or Materials, your violation of these Terms, or your violation of any rights of another, including any Intellectual Property Rights.

### 19. Resolution of Disputes.

## 3D PDF Pro Terms and Conditions of Use

a. All matters relating to your access to, or use of, the Services or Materials shall be governed by the Laws of the State of Washington, United States of America without regard to conflict of laws principles thereof. You agree that any claim or dispute you may have against PROSTEP must be resolved by a court located in King County, Washington, United States of America except as otherwise agreed by the parties, or as set forth in section (b) below. You agree to submit to the personal jurisdiction of the courts located in King County, WA United States of America for the purpose of litigating such claims or disputes. The parties specifically disclaim the U.N. Convention on Contracts for the International Sale of Goods.

b. For any claim (excluding claims for injunctive or other equitable relief) for less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, it shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (i) the arbitration shall be conducted by telephone, online, and/or be based solely on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

c. All claims you bring against PROSTEP must be resolved in accordance with this section. All claims filed or brought contrary to this section shall be considered improperly filed. Should you file a claim contrary to this section, PROSTEP may recover attorneys' fees and costs up to U.S. \$1,000, provided that PROSTEP has notified you in writing

of the improperly filed claim and you have failed to properly withdraw the claim.

d. Notwithstanding the foregoing, in the event of your or others' unauthorized access to or use of the Services or Materials in violation of the Terms you agree that PROSTEP shall be entitled to apply for injunctive relief (or an equivalent type of urgent legal relief) in any jurisdiction.

## 20. General.

a. Notices. Any notice provided to PROSTEP pursuant to the Terms should be sent to 2211 Elliott Avenue, Ste. 145, Seattle, WA 98121; Attention: General Counsel. PROSTEP may provide you with notices, including those regarding changes to the Terms, by email, regular mail, text message, postings on or within the Services, or other reasonable means now known or hereafter developed.

b. English Language. It is the express wish of the parties that the Terms, any Additional Terms and all related documents have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

c. Entire Agreement. The Terms constitute the entire agreement between PROSTEP and you with respect to your access to or use of the Services and Materials and supersede any prior agreements between you and PROSTEP on such subject matter.

d. No Assignment. You may not assign or otherwise transfer the Terms, or any right granted hereunder, without PROSTEP's written consent. PROSTEP's rights under the Terms are freely transferable by PROSTEP.

e. Severability. If for any reason a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that

---

## 3D PDF Pro Terms and Conditions of Use

provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.

f. No Waiver. Any failure by PROSTEP to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver of that provision or right.

g. Report. Please report any violations of the Terms via the report abuse mechanism offered in conjunction with the specific Service in which the alleged violation occurs. Please send an email to [infocenter@prostep.com](mailto:infocenter@prostep.com) to report any violations.