

# **Two Pilots Virtual Printer Driver Source Code License Agreement**

This License Agreement is a non-exclusive Agreement between

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(the Customer) and **Rais Garifullin** (hereinafter mentioned as Contractor).

Two Pilots is Rais Garifullin's trade mark.

## **1. Subject**

The subject of the present Agreement is Custom Virtual Printer Driver hereinafter mentioned as Software, Software source code hereinafter mentioned as Source Code including the whole delivery package, namely the software itself and the covering documentation.

## **2. Accepting or Rejecting the Agreement**

Any usage of this product including installation of the Software and Source Code or any of their parts on a computer, loading the product into operating memory (RAM) or permanent storage on a computer's disk or other storage medium, as well as any other type of usage means that you accept all the terms and conditions of the present Agreement. If you do not agree with any statement of this License, you should promptly terminate usage of the product and delete all the files referred to it, as its components, so as the results of its work, from your computer. You should also return all the existing mediums containing the Software and Source Code to the place where you obtained it.

## **3. Scope**

Contractor agrees to deliver the required Software according to following specification:

- Virtual Printer Driver for Windows 2003/2008R2/2012/Vista/7/8/8.1/10/11 including x64 versions.

Contractor agrees to deliver the required Source Code according to following specification:

- Source code of base EMF virtual printer driver for Windows 2003/2008R2/2012/Vista/7/8/8.1/10/11 including x64 versions.

#### **4. Price**

The fixed price for the Software and Source Code is 19950 EUR.

#### **5. Payments and Delivery**

Step 1. The Customer pays 19950 EUR.

Step 2. Contractor delivers the Software and Source Code within six (6) business days after payment is received.

#### **6. Copyright**

The copyright of the Software and Source Code is owned by Contractor. The Software and Source Code is protected by copyright laws of Georgia, international treaties and all other applicable national or international laws.

#### **7. Licensing and Usage**

Contractor grants Customer a royalty-free right to distribute the Software with applications Customer has developed. The Software may not be distributed for any other purpose than to accompany applications that Customer has developed. Customer may use the Software in Customer's specific purpose application programs, in which case Contractor grants Customer permission to use, give away or sell such programs in any country without additional license fees, as long as all copies of these programs bear a valid copyright notice and provided that Customer's product is not a development tool or library which includes only all or a portion of the Software. This permission is granted solely for the purpose set forth above, and Customer is not authorized to use the Software in any other manner.

Contractor permits Customer to modify Software Source Code.

Contractor authorizes the Customer to distribute the original or the modified Source Code as a part of a source code of applications the Customer has developed.

Software Source Code is trade secret. It is confidential and cannot be published in any format or media without prior written consent of Contractor.

Contractor prohibits Customer to create a competitive development services using the Source Code.

## **8. Time Restriction**

This product has no time limits in terms of its usage.

## **9. Limited Warranty**

Contractor makes no warranties or representations, express or implied, in fact or law, including the implied warranties of merchantability and fitness for a particular purpose. Contractor does not warrant that the operation of Software will be uninterrupted or error free. Customer agrees that all warranties are immediately null and void in the event of modification or alteration of Software and Source code.

## **10. Limitation of Liability**

Notwithstanding the form (e.g. contract, negligence, or otherwise) in which any legal or equitable action may be brought against Contractor, Contractor will not be liable for damages which exceed the amount of the license fees paid by the Customer for the Software. In no event will Contractor be liable for any damages, whether arising from tort or contract, including loss of data, lost profits, cost of cover, or other special, incidental, consequential, or indirect damages arising out of the use or inability to use the Software or accompanying documentation, however caused and on any theory of liability. This limitation will apply even if Contractor has been advised of the possibility of such damage. The Customer acknowledges that the license fee reflects this allocation of risk.

## **11. Miscellaneous**

This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. This Agreement shall be governed by and construed under laws of Georgia.

## **12. Contractor**

Rais Garifullin

Web site: <http://www.colorpilot.com>

## **13. Data details of the parties**

(this part of the Agreement is to be filled out by Customer and Contractor at the time of making contract)