

comparepdfcmd license

Copyright © Qtrac Ltd. 2018-2023. All Rights Reserved.

License

Qtrac Ltd. (*Qtrac*) hereby gives you a non-exclusive license to use **comparepdfcmd** (*the Software*) and its associated documentation under the following terms.

Qtrac's web site (*the Web Site*) is <http://www.qtrac.eu> (or, synonymously, <http://www.diff-pdf.com>).

The *Computer ID* is a unique identifier for a particular computer based on the machine's CPU and Motherboard as reported by Windows.

A *specific computer* is a computer identified by a Computer ID.

A *user* is a person or a process that uses the Software.

The Software itself may be downloaded freely and anonymously from the Web Site—but may only be used under the terms of this license using a license key obtained from the Web Site or directly from Qtrac.

You may obtain a time-limited trial license key, to evaluate the Software free of charge on a specific computer, from the Web Site.

You may buy a full license key for a fee from the Web Site or directly from Qtrac. A full key has no time limit, but is tied to the specific computer it is acquired on based on the Computer ID.

Selected customers in selected countries may buy an annual license key for a fee from the Web Site or directly from Qtrac. An annual key is time-limited to one year. An annual key is *not* tied to any specific computer and does *not* depend on the Computer ID.

Once you have downloaded and installed the Software you must register a trial or full or annual license key for a specific computer to be able to use it under the terms of this license.

To switch from a trial license key to a full or annual licence key, simply register the full or annual license key purchased from the Web Site or directly from Qtrac.

A trial or full license key is valid only for a specific computer for the Software at a specific major version (including all minor and patch releases that may be released later). For trial or full keys, if the computer's CPU or Motherboard is changed (or is reported as changed, e.g., due to a firmware or Windows change), the license key may become invalid.

An annual license key is valid on *any* computer and may be used with the Software at a specific major version (including all minor and patch releases that may be released later), from version 2.1.0. Annual keys expire after one year but are unaffected by hardware changes.

If a full license key becomes invalid, or if you wish to transfer a full license key to another computer, a new full license key (a *reissued key*) will be made available if the following provisions are met:

- the Computer ID of the computer the key was acquired on and the Order ID are specified;
- the request for a reissued full key is made within one year of the license's purchase;
- the full key to be reissued is not itself a reissued full key (this means that at most one reissued full key is permitted per license);
- the Software is uninstalled and removed from the specific computer on which the full license key was originally acquired—or that computer is permanently inoperable;
- the Software is available for purchase (i.e., the Software is current and Qtrac is trading).

If any of the provisions are not met, then a new license will need to be purchased to continue using the Software. Full license keys may not be transferred on any other basis.

Annual license keys may be freely transferred from one computer to another since they are not tied to any particular computer. But you may not have more copies of an annual key (or more users of the Software using an annual key) than the number of unexpired annual license keys that you have purchased.

The Software may be used only on a specific computer by one person at any one time (except as follows).

If concurrent use is required (i.e., if the Software is put on a server), then you must buy one full or annual license for every person who *could* use the Software (regardless of whether they use it or not), as if each person had installed the Software on their own computer, and register the server as the specific computer. Thus, the only possible advantage of using a server and concurrent use is for system administration convenience.

If the Software is installed in a virtual machine, then you must buy one license for every virtual machine in use multiplied by the number of people who could use the Software on the virtual machines (regardless of whether they use it or not), as if each person had installed the Software on their own computer. Thus, the only possible advantage of using a virtual machine is for system administration convenience.

The Software may *not* be embedded as part of other software that is then given, rented, leased, sold, or otherwise transferred to a third-party except with Qtrac's express written permission. Such permission will only be granted if Qtrac is satisfied that there is adequate

technical and administrative provision to ensure that the number of users of the software in which Qtrac's Software is embedded will never exceed the number of full or unexpired annual licenses for the Software that have been purchased.

The Software may be copied for archival purposes, provided any copy contains all of the original Software's proprietary notices.

Additional requirements/constraints:

- You may not use the Software with a full key on any machine other than the registered one;
- you may not use the Software with an annual key on more machines than the number of unexpired annual license keys purchased;
- you may not use the Software with an annual key on a server which provides access to the Software by more users than the number of unexpired annual license keys purchased;
- you may not allow more people to use the Software at any one time than the number of full or unexpired annual licenses you have purchased;
- you may not use the Software to provide an online service (e.g., an online PDF comparison service, or a service that uses PDF comparisons);
- you *must* keep the license key secret and you may *not* make the license key available or accessible to anyone (e.g., by putting it on the internet or social media, or by any other means); however, you may privately and securely distribute the license key to legitimate users of the Software within your organization (or within the organization on whose behalf the license key was purchased), providing they read and abide by this license's terms and keep the license key secret;
- you may not give away, rent, lease, sell, or otherwise transfer the license key—except in the case of an annual key which may be moved from one machine to another that's owned by the organization that purchased the license key (or on whose behalf the license key was purchased), providing the total number of users does not exceed the number of unexpired annual license keys purchased;
- you may not modify, translate, reverse engineer, decompile, disassemble the Software (except to the extent applicable laws specifically prohibit such restriction);
- you may not create derivative works based on the Software (except as specified above regarding embedding the Software);
- you may not copy the Software (except as specified above);
- you may not give away, rent, lease, sell, or otherwise transfer rights to the Software;
- you may not remove any proprietary notices or labels on the Software.

Termination

The license will terminate automatically if you fail to comply with any of the license's terms. On termination, you must destroy all copies of the Software and documentation.

Disclaimer of Warranty

The Software is provided on an as is basis, without warranty of any kind, including without limitation the warranties of merchantability, fitness for a particular purpose and non-infringement. The entire risk as to the quality and performance of the Software is borne by you. Should the Software prove defective, you and not Qtrac assume the entire cost of any service and repair.

Qtrac is not responsible for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses.

Title, ownership rights and intellectual property rights in and to the Software shall remain in Qtrac. The Software is protected by international copyright treaties.

If Qtrac Ltd Ceases Trading

If Qtrac Ltd ceases trading:

- any unacquired license keys become void and will not be refunded;
- no license key reissues will be made;
- the software will no longer be available for download;
- product support will cease.

In view of the first of the above points, we strongly recommend that customers acquire their license keys as soon after purchase as possible.

(Despite the above—*if at all possible but without any commitment to do so*—we will endeavor to make provision for customers to acquire unacquired license keys and to download the software, and for support via support@qtrac.eu to continue, for some time after the company ceases trading.)