

PLEASE CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT GOVERNING YOUR USE OF THE LICENSED PRODUCT. BY COMPLETING ITS INSTALLATION OR BY CLICKING A BUTTON ACCEPTING THIS AGREEMENT, YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE, THEN STOP AND DO NOT INSTALL OR USE THIS LICENSED PRODUCT.

END-USER LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement") is hereby entered into between Sysprint AG, a corporation with offices at Gaswerkstrasse 6, 8952 Schlieren, Switzerland (the "Licensor") and the party obtaining the right to use the Licensed Product ("you") on the following terms and conditions:

1. Licensed Product. This license allows you to use MFP Remote, the accompanying Documentation and any fixes, releases, upgrades, new versions or enhancements that may subsequently be issued to you (the "Licensed Product") according to the terms set forth in this Agreement.

2. Delivery & Installation. The Licensed Product is distributed to you by electronic download from authorized web site(s). You will need to install the Licensed Product on properly configured and compatible computer equipment according to the system requirements specified on <http://www.mfpremotepanel.com>. If you are loading data into the Licensed Product, you will also need to ensure that your data is in proper format. If the Licensed Product is to interoperate and exchange data with other program(s), you will ensure the Licensed Product and other program(s) are properly configured and tested.

3. Permitted Use of the Licensed Product.

Trial Copy: If you obtained an Evaluation Copy of the Licensed Product under a "try before you buy" promotion, then the Licensed Product may be installed and used only on a single computer for the sole purpose of evaluating its features. The Evaluation Copy contains a time-out feature that will disable its use after fourteen (14) days from the date of installation ("Evaluation Period"). You may not use the Evaluation Copy for production purposes or beyond the Evaluation Period.

Operating License: Subject to payment of the License Fee, you may install the Licensed Product on one (1) computer which meets the system requirements and you may use the Licensed Product during the Term to perform your work and process your own data. The License file you will receive after purchase one (1) License may only be used on one (1) computer and it will be bound to the fully qualified host name (FQHN) which you will have to supply to Sysprint AG upon purchase. Sysprint AG will not license MFP Remote to workgroup computers, your computer where the purchased license is going to be used on needs to be on a domain with a fully qualified domain name (FQHN). Upon purchase of one (1) license you are eligible to receive one (1) license file for one (1) FQHN. If you choose to change your computer name and/or domain name after receiving the license file upon purchase, which would render the license unusable, you will have to purchase a new license from Sysprint AG. Licenses which will be rendered unusable by a computer name or domain name change by you or your company will not be refunded or replaced. To receive or replace a license under the condition of a changed computer and/or domain name you will need to purchase a additional support contract.

Also site Licenses may be available for purchase with which you may be eligible to use the License file on as many computers as long as they are permanently installed on the same site (bound to a unique address/building) and run on the same domain name. Also company wide Licenses may be available for purchase with which you may be eligible to install the License file on any computer within you company (business with the exact same name, no subsidiaries) for up to twenty (20) different domain names.

4. Reservation of Rights. The Licensed Product is licensed, not sold to you. The intellectual property rights in the Licensed Product shall at all times remain the exclusive property of Sysprint AG, Gaswerkstrass 6, 8952 Schlieren, Switzerland. You agree to use the Licensed Product strictly in accordance with this Agreement. You will not loan, rent, sublicense or distribute any part of the Licensed Product to persons not licensed under this Agreement through public networks or otherwise. You agree not to disassemble, decompile or reverse engineer the Licensed Product. You will ensure that all marks, notices or legends pertaining to the origin, identity or ownership of the Licensed Product remain intact and clearly legible. The single Licnese license rights are personal to you and are non-transferable in whole or in part to any other person. Site or company wide licenses may be used on multiple

computers within your site/building (Site License) or your company (Company wide License) under this agreement.

5. Product Support. You may obtain Product Support according to instructions on <http://www.mfpremotepanel.com> by registering and paying Licensor its published Product Support Fee. Product Support includes generally available updates of the Licensed Product within the "Warranty Period" purchased. The Licensor will only support the most current version of the Licensed Product. You will promptly install all updates made generally available to you. You agree not to share Product Support with others. Licensor may change its Product Support policy from time to time. Product Support Fees are noncancelable and nonrefundable.

6. No Undocumented Features. The Licensed Product does not contain undocumented features, other than routine security features described on <http://www.mfpremotepanel.com>. The Licensor reserves the right to change this policy with respect to any updates or new versions of the Licensed Product released in the future.

7. Internet connection and automated license termination. The Licensed Product will use your computers internet connection upon each software startup and/or as frequent as each hour while its operational. You are not allowed to block such internet connection for MFP Remote. The sole purpose of this internet connection is to verify if the license file you are using is a genuine license obtained through purchase from the Licensor. No personal data will be transmitted. Sysprint AG, Gaswerkstrasse 6, 8952 Schlieren, Switzerland, reserves the right to permanently render your license invalid through this automated mechanism without prior notice or consent by you if fraud or unallowed use has been detected or is suspected. Tampering with the license file will render your license invalid and MFP remote will stop working and is not subject for a license fee refund nor replacement of the license file free of charge.

8. Academic Copies. The Licensor does not currently offer any special discount on the Licensed Product for academic users (i.e., college, university, public or private K-12 school). The Licensor reserves the right to change this policy in the future.

9. Warranties.

(a) **Reproduction Warranty.** If you obtained the Licensed Product by electronic download from authorized web site(s) the Licensor warrants the delivered copy against defects in reproduction from the master original for a period of thirty (30) days after delivery to you ("Warranty Period"). Licensor will provide a free replacement of defectively reproduced copies upon proof of purchase.

(b) **No Other Warranty.** The Licensed Product itself and any Product Support are provided strictly on an "as is" and "as available" basis "with all faults" and without any express or implied warranty, guarantee or other assurance of quality, conformity with specifications, reliability or functionality. You accept all risk for the suitability, performance or nonperformance of the Licensed Product. Should the Licensed Product prove defective, You and not the Licensor, any distributor or retailer assume the entire cost of all servicing and repair. LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LICENSED PRODUCT OR ANY SERVICES AND DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, INTEROPERABILITY, INTEGRATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

10. Not Fault Tolerant. THE LICENSED PRODUCT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATIONS SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE LICENSED PRODUCT COULD LEAD TO DEATH, PERSONAL INJURY OR PHYSICAL OR ENVIRONMENTAL DAMAGE.

11. Limitation of Remedies & Liabilities. The following provisions are a material condition of this Agreement and reflect a fair allocation of risk:

(a) **Remedies.** If Licensor breaches any provision of this Agreement, your sole and exclusive remedy will be to obtain a refund of unamortized License Fees paid by you (using one (1) year straight-line amortization). You also agree that legal remedies alone provide inadequate protection of Licensor's intellectual property rights in

the Licensed Product and that, in addition to other relief, Licensor may without necessity of posting bond obtain temporary and permanent injunctions to enforce those rights.

(b) **Liabilities.** LICENSOR IS NOT LIABLE FOR ANY AMOUNT EXCEEDING THE LICENSE FEES ACTUALLY PAID BY YOU HEREUNDER. IN NO EVENT SHALL LICENSOR, ITS RESELLERS OR DISTRIBUTORS BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA OR BUSINESS INTERRUPTION EVEN IF LICENSOR IS NOTIFIED IN ADVANCE OF SUCH POSSIBILITY). THIS LIMITATION PROTECTS LICENSOR AND ANY DISTRIBUTOR OR RESELLER FROM WHOM YOU OBTAINED THE LICENSED PRODUCT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU. THIS LIABILITY LIMIT IS INDEPENDENT OF THE EXCLUSIVE REMEDY.

12. Term & Termination.

(a) **Generally.** Your license will continue in perpetuity unless terminated earlier in accordance with this or another Section of this Agreement. Your license will terminate automatically if you breach any provision of this Agreement. You may terminate your license at any time at your election by permanently deleting the Licensed Product from all computers, destroying all copies and Documentation and ceasing all further use.

(b) **Effect of Termination.** Termination of this Agreement will terminate your right to possess or Use the Licensed Product. Upon termination for any reason, you agree to destroy the original and all copies of the Licensed Product (including Documentation) and cease all further Use of it. Termination will have no effect on Section 9 ("Warranties"), Section 10 ("Not Fault Tolerant"), Section 11 ("Limitation of Remedies & Liabilities"), Section 13 ("Disputes, Choice of Law") or Section 14 ("Export Regulations").

13. Disputes, Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF SWITZERLAND ("NATIONAL LAW") AND THE STATE OF ZURICH ("LOCAL JURISDICTION"), WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. THE PARTIES WILL INITIATE ANY DISPUTE RESOLUTION PROCEEDING IN SUCH LOCAL JURISDICTION AND IRREVOCABLY CONSENT TO EXCLUSIVE PERSONAL JURISDICTION AND VENUE THEREIN. YOU WILL BRING ANY ACTION AGAINST LICENSOR ARISING OUT OF THIS AGREEMENT WITHIN ONE (1) YEAR AFTER THE CLAIM ARISES, OR BE BARRED. You irrevocably agree that any claim will be brought and maintained by you on an individual basis (and not consolidated with similar cases). If Licensor is required to enforce this Agreement or its rights, you irrevocably agree to receive legal notices and papers by electronic mail at your last known email address (we would also attempt to send you a backup copy by regular mail or regular service).

14. Export Regulations. The transfer of technology across national boundaries is regulated by the U.S. Government and other governments. You agree not to export or re-export the Licensed Product without first obtaining any required export/import license or governmental approval. You will not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce or other administrator of National Law. This provision and the assurances made herein shall survive termination of this Agreement.

15. Government End Users. The Licensed Product and related Documentation are "Commercial Items" as defined at 48 C.F.R. 2.201, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable. The Licensed Product and Documentation are being licensed to U.S. Government end users: (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms of this Agreement. Unpublished rights are reserved under U.S. Copyright Law. The Contractor is Sysprint AG, with offices at Gaswerkstrasse 6, 8952 Schlieren, Switzerland.

16. Miscellaneous. This document constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral. This document

and evidence of its acceptance procedure shall be considered an original document with authenticated signature admissible into evidence unless the document's authenticity is genuinely placed in question. You may issue a purchase order, but it will have no substantive effect on our Agreement. This Agreement may be modified or amended only by a writing signed by an authorized representative of Licensor. It is agreed that resellers and distributors of the Licensed Product have no authority to alter this Agreement. Any provision found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement of it on future occasions. Headings are for reference purposes only and have no substantive effect.