

End-User Software License Agreement
for
Wide Format and Production Printing Systems Equipment

This End User Software License Agreement (“EULA”) is effective by and between Océ North America, Inc. (“Océ” or “Licensor”) and the end user of the Océ Software or Océ Firmware (as hereunder defined) (“Licensee”) as of the date the Licensee first utilizes any portion of the Océ Equipment, the Océ Software or the Océ Firmware. Unless the Océ Software or Océ Firmware is subject to a separate license agreement between Licensor and Licensee, by utilizing the Océ Equipment, Océ Software or Océ Firmware, Licensee agrees to the terms and conditions of this EULA. LICENSEE AGREES THAT THIS EULA IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY LICENSEE AND THAT THIS EULA IS ENFORCEABLE AGAINST LICENSEE. If Licensee does not agree to the terms of this EULA, Licensee must not use the Océ Equipment, Océ Software and/or Océ Firmware.

1. DEFINITIONS

- 1.1 **Océ Equipment** means printing, scanning, facsimile and/or multifunctional equipment, including accessories and ancillary equipment each and all of which is identified by model number on applicable Océ-approved customer sales documentation.
- 1.2 **Océ Firmware** means software that is embedded in Océ Equipment in object form, incidental to the operation of the Océ Equipment and authored and licensed by Océ to Licensee or for which Océ has the right to sublicense to Licensee.
- 1.3 **Océ Software** means software in object code form authored and licensed by Océ to Licensee or for which Océ has the right to sublicense to Licensee and which is optional, standalone software requiring activation or installation prior to being available to Licensee used in connection with the Océ Equipment.
- 1.4 **Production Printing Equipment** means Océ Equipment starting with VP models with greater than 72 ppm or VS, Jetstream, CS and CPS.
- 1.5 **Wide Format Printing Equipment** means Océ Equipment that is wide format printing systems and/or wide format commercial display graphics printing systems equipment.

2. LICENSE

Océ hereby grants to Licensee:

- 2.1 With respect to Océ Software used in conjunction with Production Printing Equipment: (i) Océ hereby grants to Licensee a personal, non-exclusive, non-transferable, limited license to use the Océ Software (in compiled object code form) in the United States solely for internal use and solely in conjunction with the Production Printing Equipment identified on the applicable Océ-approved customer sales documentation and to use the documentation included with the Océ Software in support of Licensee’s authorized use of the Océ Software until this EULA is terminated in accordance with its terms or until Licensee ceases using Océ Software with the Production Printing Equipment. The license granted in this Section 2.1 may not be assigned by Licensee without the written consent of Océ and the payment of an additional license fee by the assignee (or subsequent licensee).
- 2.2 With respect to Océ Software used in conjunction with Wide Format Printing Equipment, Océ grants to Licensee the right to use the Océ Software on a single computer at the site of installation of the Wide Format Printing Equipment in the United States for its own internal use, except that the Océ Software may be executed from a common disk shared by multiple CPUs provided that one authorized copy of the Océ Software has been licensed from Océ for each individual computer executing the Océ Software. Océ makes no representation (and expressly denies and representations or warranties) as to the proper operation of the Océ Software in a multi-user environment if only a single user version of the Océ Software is licensed hereunder.
- 2.3 With respect to the Océ Firmware, Licensor grants Licensee a non-exclusive, non-transferable (except as set forth in this paragraph), limited license to use the Océ Firmware (in compiled object code form) in the United States solely for internal use and solely in conjunction with the Océ Equipment in which it is embedded and to use the documentation in support of Licensee’s authorized use of the Océ Firmware. The license granted herein for Océ Firmware is incidental to the operation and use of the Océ Equipment in which it is embedded

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- 2.4 The right to make one copy of the Océ Software in machine-readable form solely for backup purposes. The Océ Software is protected by United States copyright law. The original and any copy in whole or in part of the Océ Software made by Licensee shall include Océ's copyright and other proprietary notices and shall remain the property of Océ.
- 2.5 The right to access the Océ Customer Service web site twenty-four hours per day, seven days per week.
- 2.6 Licensor may, from time to time, release enhancements, updates or modifications to, the Océ Software or the Océ Firmware. So long as Licensee has a valid software support or maintenance agreement with Licensor and pays the required software maintenance fee, if any such fee is required by Océ Licensor will provide such modifications, updates and enhancements to Océ Software or Océ Firmware free of additional charges.
- 2.7 Licensor may, from time to time, release new versions of the Océ Software or the Océ Firmware. In the event that Licensor introduces new versions of Océ Software or Océ Firmware and should Licensee desire to license such new versions, Licensor may require Licensee to enter into a new license agreement at an additional charge. Prior versions of Océ Software or Océ Firmware shall be supported for a period of time as determined by Licensor in its sole discretion.

3. LIMITATIONS

This License does not grant or include the rights to, and Licensee is expressly prohibited from:

- 3.1 Modifying, translating, reverse-engineering, disassembling, decompiling, or making any attempt to discover the source code of the Océ Software, Océ Firmware or any portion thereof.
- 3.2 Merging the Océ Software, Océ Firmware or any portion thereof with another program.
- 3.3 Sublicensing, selling, renting, or leasing the Océ Software, Océ Firmware or any portion thereof.
- 3.4 Creating derivative works based on the Océ Software, Océ Firmware or any portion thereof.

4. GENERAL TERMS

- 4.1 The granting of rights to Licensee hereunder is expressly conditioned upon Licensee's full and strict compliance with all terms and conditions of this EULA. This License is, and any rights hereunder are, non-transferable, non-exclusive and limited except as specifically set forth herein.
- 4.2 Licensor, or an auditor appointed by Licensor, shall have the right, upon reasonable notice, exercised no more than once per year, to inspect the applicable records of Licensee, and Licensee grants Licensor reasonable access to its personnel, records and facilities for such purpose.
- 4.3 Except as expressly provided herein, Licensee shall not, without the prior written consent of Licensor, copy the Océ Software or the Océ Firmware in whole or in part.

5. LIMITED WARRANTY

- 5.1 Licensor warrants that the media on which the Océ Software is delivered will be free from defects in materials and workmanship under normal use for the Warranty Period (ninety (90) days from the date the Océ Software is first used by Licensee). This warranty shall be terminated immediately if the media is subjected to accident, abuse, or improper use. Licensor will be obliged to honor this warranty only if Licensee provides notice to Licensor of a defect in the media during the Warranty Period.
- 5.2 Licensor warrants that upon installation, the Océ Software will materially conform to Licensor's then current published specifications, provided the Océ Software is properly installed and used. Licensor further warrants that prior to shipment, Licensor has tested the Océ Software using commercially available virus detection programs and no viruses were found and that, except as noted herein, the Océ Software contains no "time bombs" or other disabling devices. Licensor has implemented disabling code to protect Océ Software and Océ Equipment against unlicensed use. Improperly or non-licensed Océ Software will operate only for a limited time, or will operate in some diminished capacity. There are no other warranties, express or implied in connection with the Océ Software.
- 5.3 Except as set forth in 5.1 and 5.2 above, Licensee expressly acknowledges and agrees that the Océ Software and Océ Firmware are provided "as is" and without warranty of any kind. Licensor expressly disclaims any other warranty, implied or statutory, including warranties of merchantability, non-infringement and fitness for a particular purpose. **OCÉ DOES NOT WARRANT THAT THE OCÉ SOFTWARE AND OCÉ FIRMWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE OCÉ SOFTWARE OR OCÉ FIRMWARE WILL BE UNINTERRUPTED OR ERROR FREE.**
- 5.4 The entire liability of Licensor, and the sole remedy of Licensee, in the event of breach of this License Agreement shall be, at Licensor's option, (i) Licensor's use of commercially reasonable efforts to correct or replace the non-conforming Océ Software or Océ Firmware within a reasonable period of time after receiving written notice from Licensee or (ii) refund the license fee paid by Licensee to Licensor less a reasonable fee for the period of use (based on depreciation deducted over a five year straight line basis), provided Licensee ceases all use of and returns the Océ Software to Licensor.

6. TERMINATION

This EULA shall terminate (i) upon breach by Licensee which breach is not cured within 30 days of notice by Licensor of such breach or (ii) when Licensee ceases to use the Océ Software or Océ Firmware. Upon termination of this EULA, all rights granted herein with respect to the Océ Software or Océ Firmware and any portion of it, including upgrades and updates, and licensee's right to possess or use the same, shall immediately cease, and Licensee shall cease to use and shall return the Océ Software or Océ Firmware and any copies thereof and all other documents and information pertaining to the Océ Software or Océ Firmware to Licensor.

7. MISCELLANEOUS

- 7.1 **LICENSEE ACKNOWLEDGES THAT THE OCÉ SOFTWARE OR OCÉ FIRMWARE MAY INCLUDE FEATURES LIMITING ITS OPERABILITY BEYOND THE SCOPE OR TERM OF THIS LICENSE.** Use, duplication, disclosure by or to the U.S. Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights Clause at FAR 52.227-19, when applicable, or in the Technical Data-Commercial Items Clause at DFARS 252.227-7015 or successor provisions, when applicable. The parties acknowledge and agree that the Océ Software is "commercial computer software" as that term is defined in the DFARS and, therefore, that the U.S. Government is subject to DFARS 227.7202. The contractor/manufacturer is Océ North America, Inc., 5450 North Cumberland Avenue, Chicago, IL 60656. None of the Software or underlying information or technology or any direct product thereof may be downloaded, exported or re-exported without the prior written consent, if required, of the Office of Export Administration of the U.S. Department of Commerce. Customer agrees to comply with any other applicable export laws and regulations.
- 7.2 **LICENSEE AGREES TO COMPLY WITH, AND/OR TO ASSIST OCÉ TO THE FULLEST EXTENT POSSIBLE IN OCÉ'S EFFORTS TO COMPLY WITH, ANTI-TERRORISM LAWS (AS DEFINED BELOW).** In connection with such compliance, Licensee certifies, represents, and warrants that none of Licensee's properties or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that Licensee is not otherwise in violation of any of the Anti-Terrorism Laws. "**Anti-Terrorism Laws**"

means Executive Order 13224 issued by the President of the United States, the USA Patriot Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by Licensee or Licensee's employees or any "blocking" of Licensee's assets under the Anti-Terrorism Laws shall constitute grounds for immediate termination of this EULA and any other agreement that Océ has entered into with Licensee.

- 7.3 **LIMITATION OF LIABILITY.** NEITHER OCÉ NOR OCÉ'S SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, DATA, REVENUE OR PROFIT, OR FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR DAMAGES SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY ANY THIRD PARTY INCLUDING CUSTOMERS OF CUSTOMER, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. OCÉ'S MAXIMUM LIABILITY FOR ANY CLAIM FOR DAMAGES RELATING TO ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED TO THE LICENSE FEE OF THE OCÉ SOFTWARE OR OCÉ FIRMWARE GIVING RISE TO SUCH DAMAGES.