

SOFTWARE LICENCE AGREEMENT

Software Imaging Limited ("SIL") is entitled either directly (or by agreement with its supplier(s) if applicable) to grant licences in respect of this software ("Software"), which Software has been supplied to you as a company, other business entity or individual ("End-User") by SIL with the media and/or file containing this binding Software License Agreement ("Agreement").

RECITALS

A. Where End-User is a company or other entity End-User warrants and confirms to SIL that the person who accepts this Agreement and thereby installs Software is duly authorised and empowered to enter into and complete this Agreement on behalf of End-User.

B. If End-User does not unconditionally agree to: (a) accept; (b) be bound by; and (c) observe and perform all the terms and conditions contained in this Agreement End-User: (i) may not install or use Software in any way whatsoever; and (ii) must immediately erase and destroy Software and the media and/or file on which it is supplied.

C. In the event that End-User: (a) installs Software; or (b) does not immediately erase and destroy Software End-User will be deemed in all respects to have unconditionally: (i) accepted; (ii) agreed to be bound by; and (iii) agreed to observe and perform all the terms and conditions contained in this Agreement.

1. GRANT OF LICENCE

1.1 Software is licensed, not sold, to End-User. SIL grants End-User a limited, revocable and non-exclusive licence to: (a) install and use Software subject to and on the terms and conditions contained in this Agreement and not further or otherwise; and (b) use Software in conjunction with the printer device or the embedded or add-on printer controller ("Device") in respect of which it is intended to be used; and (c) install and use Software: (i) on a single computer ("Computer") to which the Device is directly connected; or (ii) on a single print server ("Server") to which the Device is connected as part of a local area, wireless or other network ("Network"); or (iii) on a Device which is part of a Network.

1.2 Software may only be used by End-User. Notwithstanding this restriction: (a) if Software is installed on a Computer or on a Server which is connected to a Device as part of a Network, End-User may permit the persons who are clients within the Network to access and use Software as a shared resource so long as Software is used in conjunction with the Device only and for no other purpose; and (b) if Software is installed on a Device which is connected to a Network, End-User may permit the persons who are clients within the Network to access and use Software as a shared resource so long as Software is used in conjunction with the Device only and for no other purpose.

1.3 Software may include embedded run-time versions of certain third party software ("Embedded Software") and all references in this Agreement to Software include any Embedded Software included in Software. End-User may use Embedded Software only with Software and for no other purpose.

1.4 The documentation (if any) provided for use with Software may only be used by End-User in conjunction with Software and for no other purpose and not be copied for any purpose whatsoever.

2. DURATION

2.1 This Agreement and the licence of Software created by this Agreement are effective until terminated.

2.2 Termination for breach of the Terms and Conditions of this Agreement: This Agreement and the licence of Software created by this Agreement will terminate automatically and without notice should End-User or anyone else connected with End-User fail to comply with the terms and conditions of this Agreement.

2.3 Termination by End-User: This Agreement and the licence of Software created by this Agreement will terminate automatically should End-User: (a) destroy the original copy of Software; and (b) erase and destroy all copies of Software in End-User's possession or under End-User's control and stored on any medium (including the hard disc copy and any back up copy); and (c) erase and/or destroy all documentation (if any) in hard-copy or electronic-copy format relating to Software in End-User's possession or under End-User's control.

2.4 Effect of Termination: Upon the termination of this Agreement for any reason, End-User agrees to: (a) destroy the original copy of Software and the media or file containing such; and (b) erase and destroy all copies of Software in End-User's possession or under End-User's control and stored on any medium (including the hard disc copy and any back up copy); and (c) destroy all documentation (if any) in hard-copy or electronic-copy format relating to Software in End-User's possession or under End-User's control.

2.5 Survival: All rights and obligations of the parties under this Agreement shall automatically determine upon the termination of this Agreement save: (a) for such rights of action as shall have accrued prior to such termination; and (b) for any rights and obligations which expressly or by implication are intended to come into or continue in force on or after such termination.

3. OWNERSHIP OF SOFTWARE

3.1 It is an express condition of this Agreement that SIL (and/or its supplier(s) if applicable) will at all times exclusively own and retain all right, title and interest in and to: (a) Software and all copies of Software; and (b) the documentation (if any) relating to Software.

3.2 This Agreement does not confer upon End-User or anyone else any right, title or interest in or to Software or the documentation (if any) relating to Software, including without limitation any intellectual property rights of any kind in or to Software and/or the documentation (if any) relating to Software.

3.3 SIL (and/or its (s) if applicable) reserve all rights not expressly granted to End-User in this Agreement.

4. RESTRICTIONS ON USE

4.1 End-User is not permitted to distribute, rent, lease, lend, transfer or sub-licence Software to any third party.

4.2 Software and its documentation (if any) are the subject of copyright. Software is licensed to End-User on the strict understanding that End-User: (a) may not make any copies of Software except for one copy for operational security provided such copy includes all copyright information contained on the original and End-User acknowledges and agrees that any such copy is subject to and will be used in strict accordance with the terms and conditions of this Agreement; (b) may not nor cause or permit or allow others to modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of Software or its associated documentation; (c) is legally responsible for any copyright infringement, unauthorised transfer, reproduction or use of Software or its documentation; and (d) is legally responsible for a breach of the terms and conditions of this Agreement.

4.3 End-User shall not modify or remove or obscure any copyright notice of SIL within Software and/or documentation.

5. NO SUPPORT

5.1 SIL (and/or SIL's subsidiaries or affiliates and/or supplier(s) if applicable) are not responsible for providing any support or maintenance of Software to End-User.

5.2 SIL shall be under no obligation at any time to provide updates and/or fixes and/or any other upgrades of Software to End-User.

6. NO WARRANTY

6.1 SOFTWARE IS SUPPLIED BY SIL (AND ITS SUPPLIER(S) IF APPLICABLE) AS IS AND WITH ALL FAULTS AND WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND.

6.2 END-USER SHALL LOAD AND/OR USE SOFTWARE ENTIRELY AT END-USER'S OWN RISK.

6.3 SIL (AND ITS SUPPLIER(S) IF APPLICABLE) DO NOT REPRESENT, WARRANT OR MAKE ANY CONDITION THAT SOFTWARE WILL MEET END-USER'S REQUIREMENTS OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN SOFTWARE WILL BE CORRECTED. SIL (AND ITS SUPPLIER(S) IF APPLICABLE) DO NOT AND CANNOT REPRESENT, WARRANT OR MAKE ANY CONDITION AS TO THE PERFORMANCE OF OR THE RESULTS THAT END-USER MAY OBTAIN FROM SOFTWARE.

6.4 THE TERMS OF THIS AGREEMENT ARE IN LIEU OF ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, UNDERTAKINGS, TERMS AND OBLIGATIONS, EXPRESS OR IMPLIED, ARISING BY STATUTE, COMMON LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. FOR THE AVOIDANCE OF ANY DOUBT, SIL (AND ITS SUPPLIER(S) IF APPLICABLE) HEREBY EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS, FOR A PARTICULAR PURPOSE, PERFORMANCE, DURABILITY, AVAILABILITY, TIMELINESS, ACCURACY OR COMPLETENESS.

6.5 END-USER IS ENTIRELY RESPONSIBLE FOR THE COST OF SERVICING, REPAIRING OR CORRECTING SOFTWARE.

6.6 THE PROVISIONS OF THIS AGREEMENT ALLOCATE RISKS BETWEEN SIL (AND ITS SUPPLIER(S) IF APPLICABLE) AND END-USER, AND REFLECTS A FAIR AND REASONABLY ALLOCATION OF RISK BETWEEN SIL (AND ITS SUPPLIER(S) IF APPLICABLE) AND END-USER.

7. LIABILITY AND LIMITATIONS

7.1 IF END-USER'S USE OF SOFTWARE AS PERMITTED BY THIS AGREEMENT INFRINGES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT OR IF SIL BELIEVES THAT SOFTWARE IS LIKELY TO DO SO, SIL MAY, AT SIL'S OPTION AND EXPENSE (A) OBTAIN A LICENSE PERMITTING END-USER TO CONTINUE TO USE SOFTWARE; (B) REPLACE OR MODIFY SOFTWARE SO THAT IT IS NO LONGER INFRINGING AND PROVIDE END-USER WITH THE NECESSARY REPLACEMENT OR MODIFICATION; OR (C) IF SIL DOES NOT CONSIDER (A) OR (B) TO BE COMMERCIALY FEASIBLE, TERMINATE THIS AGREEMENT WITH NO FURTHER LIABILITY TO END-USER.

7.2 THIS SECTION ENTITLED "LIABILITY FOR INFRINGEMENT" STATES SIL'S ENTIRE LIABILITY WITH RESPECT TO ANY INTELLECTUAL PROPERTY INFRINGEMENT BY SOFTWARE.

7.3 EXCEPT AS WITH RESPECT TO FINAL DAMAGE AWARDS IN ACTIONS FOR DEATH OR PERSONAL INJURY BY ANY NEGLIGENT ACTS OR OMISSIONS OF SIL, IN NO EVENT SHALL SIL (OR ITS SUPPLIER(S) IF APPLICABLE) BE LIABLE (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL AND CONSEQUENTIAL LOSS OR DAMAGE, SPECIAL DAMAGES, DAMAGES FOR LOSS OF USE OR OF DATA, DAMAGES FOR LOSS OF OR INTERRUPTION TO BUSINESS AND DAMAGES FOR LOSS OF PROFITS) OF ANY NATURE HOWSOEVER ARISING AND INCLUDING BUT NOT LIMITED TO ANY LOSS RESULTING DIRECTLY OR INDIRECTLY FROM THE USE OF SOFTWARE.

7.4 IN NO EVENT SHALL SIL (OR ITS SUPPLIER(S) IF APPLICABLE) LIABILITY TO END-USER FOR ALL LOSSES, DAMAGES OR EXPENSES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR END-USER'S USE OF SOFTWARE EXCEED THE LICENSE FEE PAID BY END-USER FOR SOFTWARE.

8. EXPORT CONTROLS

8.1 End-User may not download or export Software or its technology except in full compliance with all applicable export and other laws and regulations in effect from time to time in the region and/or country in which End-User is resident or in which End-User is using Software.

9. ENTIRE AGREEMENT

9.1 This Agreement: (a) is the only agreement between End-User and SIL; (b) constitutes the entire and exclusive understanding between End-User and SIL and supersedes all proposals, communications and understandings, oral or written, between End-User and

SIL relating to the subject matter of this Agreement; (c) and the terms and conditions contained in it shall prevail, notwithstanding any variance with any purchase order, correspondence or written instrument submitted by End-User, whether or not formally accepted or rejected by SIL; (d) may not be amended or modified, except by a subsequent written agreement signed by End-User and SIL; and (e) is binding upon End-User and End-User's heirs, executors, administrators, personal representatives, successors and permitted assigns, and enures to the benefit of SIL (and its supplier(s) if applicable) and their respective successors and assigns.

9.2 Some jurisdictions do not permit terms, conditions, restrictions, limitations and exclusions such as those in this Agreement and therefore some of the terms, conditions, restrictions, limitations and exclusions in this Agreement may not apply to End-User.

9.3 If there is any conflict between the terms of the English language version of this Agreement and any translations of this Agreement into other languages, the English language version of the Agreement will prevail.

10. LAW

10.1 This Agreement will be governed by and construed in accordance with English law and each party hereby submits to the non-exclusive jurisdiction of the courts of England and Wales.

10.2 If any term, condition, restriction, limitation or exclusion contained in this Agreement is held invalid or unenforceable for any reason, the remaining terms, conditions, restrictions, limitations and exclusions shall continue in full force and effect as if this Agreement had been completed with the invalid portion eliminated so long as this Agreement continues to express, without material change, the original intentions of the parties.

11. SECTION HEADINGS

Section headings in this Agreement are for convenience only and shall in no case be considered in construing this Agreement.