

Xerox

Printer Accounts Manager Software License Agreement (“Agreement”)

This is a contract between you and **Xerox Limited** (“we” or “us”), whose registered office is Bridge House Oxford Road, Uxbridge, UB8 1HS, Company Registration Number 575914

WHEREAS

The parties wish to conclude an agreement for the licence of Xerox's and Xerox licensor's software Printer Accounts Manager (“**the Software**”).

THEREFORE, THE FOLLOWING HAS BEEN AGREED:

WHEN USED IN THIS AGREEMENT, THE WORD “**XEROX**” SHALL MEAN XEROX LIMITED ITS OPERATING COMPANY, SUBSIDIARY OR AFFILIATE FROM WHICH YOU, OR THE AUTHORIZED DEALER, AGENT, CONCESSIONAIRE OR DISTRIBUTOR WHO SUPPLIED YOU, OBTAINED THE SOFTWARE.

1 LICENSE.

- 1.1 Subject to the terms of this Agreement and in recognition of receipt by Xerox from the Customer of the agreed consideration, for a limited term of three (3) years from the date of this Agreement, Xerox hereby grants to you and you accept, a temporary, personal, non-exclusive, non-transferable limited license (“**License**”) to install, execute and use (without the right to sub-license) the Software in executable form on one device only (“**Licensed Device**”) at your premises for your internal use, and to make one (1) copy of the Software solely for backup purposes as further detailed herein, all upon the terms set forth herein. For the avoidance of doubt, once installed on a Licensed Device the Software may not be transferred to another device, and this Agreement shall expire after a period of three (3) years.

2 Title & Ownership

- 2.1 The Software, including any revisions, corrections, modifications, derivative works thereof, enhancements, updates and/or upgrades thereto about to be installed by you and/or which shall be provided to you pursuant to this Agreement and related documentation (“**Documentation**”), are licensed to you, and shall always remain in the sole ownership of Xerox and/or its third-party suppliers. This Agreement does not grant you any interest in or rights to the Software and Documentation except as explicitly provided hereunder, but grants only a limited right of use, revocable in accordance with the terms of this Agreement. Xerox reserves all rights not expressly granted herein.
- 2.2 All intellectual property rights (including, without limitation, copyrights, trade secrets, trademarks, patents etc.) evidenced by or embodied in and/or attached, connected or related to the Software and Documentation, are and shall always be owned solely by Xerox or its third-party suppliers, as the case may be. Nothing in this Agreement constitutes a waiver of Xerox's or its third-party suppliers' intellectual property rights under any law.

3 Permitted Uses

- 3.1 As licensee of the Software, you may:
 - 3.1.1 Load the Software into and use it on the Licensed Device only; and
 - 3.1.2 Copy the Software for backup and archival purposes and print no more than two (2) copies of the Documentation, provided that the original Software and Documentation and copies thereof are kept in your possession, that the original and all such copies contain all of the original proprietary notices of Xerox and of its third-party suppliers.

4 Prohibited Uses

- 4.1 Except as specifically permitted in this Agreement, you hereby agree not to:
 - 4.1.1 Use or attempt to use, or permit other individuals to use or attempt to use, the Software for purposes other than authorized, legitimate, consumer and/or commercial purposes;
 - 4.1.2 Modify, disassemble, decompile, reverse engineer, revise or enhance the Software or attempt to discover the Software's source code, provided, however, that to the extent local law grants you the right to decompile the Software or any portion thereof in order to obtain information necessary to render the Software interoperable with other software, you will first request prior written approval from Xerox who, with the agreement of its third-party suppliers, may impose such reasonable conditions, including but not limited to a reasonable fee, on such use to ensure that Xerox's, and its third-party suppliers' proprietary rights in the Software, are protected;
 - 4.1.3 Copy the Software or Documentation except as allowed by section 3.1.2 above;
 - 4.1.4 Rent, lease, sell, offer to sell, convey, transfer, distribute, modify, or translate the Software or Documentation, or any portion thereof, or otherwise make the Software or Documentation, or any portion thereof, available to any third-party on a timesharing, application service provider (ASP), rental bureau, service bureau, or similar basis;
 - 4.1.5 remove any proprietary and setting notices or labels on the Software or Documentation.
- 4.2 If you are the resident of a European Union member country, this Agreement does not affect your rights under any legislation implementing the EU Council Directive on the Legal Protection of Computer Programs.

5 UPDATES

- 5.1 Xerox may, from time to time, provide free Software updates, which shall be limited to the last two major version releases; such major version releases may include a consolidation of minor bug fixes. In addition, Xerox agrees to use reasonable endeavours to perform major bug fixes to the Software free of charge. For the

avoidance of doubt, a major bug fix means correcting a problem that causes inoperability in one or more pivotal functions of the Software to the extent that use of the Software is materially impaired. No other updates shall be provided.

6 Limited Disclaimer

THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. XEROX DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT PERMITTED BY LAW, XEROX EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES NOT STATED HEREIN AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO DISTRIBUTOR OR EMPLOYEE OF XEROX IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY. ALL RISK ASSOCIATED WITH THE USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION REMAINS WITH LICENSEE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL XEROX OR ITS PRINT PROVIDERS, SUPPLIERS OR THIRD-PARTY SUPPLIERS BE LIABLE FOR, WITHOUT LIMITATION, ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA OR OTHER PECUNIARY LOSS), WHETHER FORESEEABLE OR NOT, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF XEROX OR THIRD-PARTY SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. XEROX DISCLAIMS AND/OR LIMITS LIABILITY TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW.

7 Term & Termination

Your failure to comply with any term(s) of this Agreement shall terminate your License and this Agreement. Upon termination of this Agreement: (i) the License shall expire and you shall discontinue all further use of the Software immediately upon termination; and (ii) you shall promptly destroy the Software, Documentation and all other tangible property representing Xerox's intellectual property rights and all copies thereof and/or you shall erase/delete any such information held in electronic form. Sections 2, 3, 4, 5, 6, 7, 8, 9.3 and 10 shall survive the termination of this Agreement. No notice shall be required from Xerox to effectuate such termination.

8 Governing Law & Jurisdiction

This Agreement shall be construed and governed in accordance with the laws of England and Wales (except for conflict of law provisions) and the courts in England and Wales shall have exclusive jurisdiction in any conflict or dispute arising out of this Agreement.

9 Miscellaneous

- 9.1 This Agreement represents the complete agreement concerning the License and may be amended only by a written instrument executed by all the parties hereto.
- 9.2 If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

- 9.3 The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 9.4 Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Software. Such disabling code may be activated if: (a) Xerox is denied reasonable access to the Software to periodically reset such code; (b) you are notified of a default under any term of this Agreement; or, (c) your license is terminated or expires.
- 9.5 The Software is protected by copyright and other proprietary rights of Xerox and/or a third party. You may be held directly responsible by such third party for an infringement of such rights by you.
- 9.6 The use of this Software must be in accordance with the applicable Export Control provisions of the jurisdiction in which you are located.

10 Third Party Software

- 10.1 Xerox warrants and represents to you that it has the right to license the Software to you pursuant to the terms of this Agreement without obtaining the prior consent of any other person.
- 10.2 Xerox makes no representation with respect to the possibility of infringement by Combination Use of the Software, and the parties agree that Xerox has no duty to investigate nor to warn you of any such possibility. "Combination Use" means use of the Software in conjunction with any of the following, unless such use is prescribed in the Software: (i) any software other than the Software; (ii) any of your and/or your customers' activities not licensed under this Agreement.
- 10.3 The provisions of this Section 10 shall constitute the sole, exclusive and entire remedy of Xerox to you with respect to the infringement of third-party intellectual property rights.