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LEVI, RAY & SHOUP, INC.
SOFTWARE LICENSE AGREEMENT

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This Software License Agreement ("Agreement") contains the entire agreement between Levi, Ray & Shoup, Inc. and Licensee with respect to the Software. This Agreement includes the **Software License Restrictions for LRS Enterprise Output Management Software**, attached hereto and incorporated herein.

1.0   Definitions.

  1.1   **Affiliate** means in relation to a party, any entity controlling, controlled by or under common control with that party. Control means the power to direct the management and policies of an entity either directly or indirectly through ownership of fifty percent (50%) or more of the voting securities, contract, or otherwise.

  1.2   **Designated Server** means any server which is identified in the applicable Order or which is enabled by a license key.

  1.3   **Documentation** means the technical information and user manuals pertaining to the Software which are made available to Licensee pursuant to this Agreement.

  1.4   **Enhancement** means improvements, fixes, modifications, changes, filters or new releases or versions of the Software and any accompanying Documentation made generally available to customers that have paid for maintenance and support to be provided by Licensor's authorized reseller.

  1.5   **Installation Location(s)** is Licensee's facility located at the address listed on or identified pursuant to the applicable Order indicating where the Software is or will be installed.

  1.6   **Licensee** means the entity other than the Licensor who has accepted this Agreement.

  1.7   **Licensor** means Levi, Ray & Shoup, Inc.

  1.8   **Order** means the purchase order, transaction document or other document(s) entered into between Licensee and Licensor's authorized reseller to purchase licenses of the Software.

  1.9   **Software** means Licensor's software products listed on the Order and such term shall also include the Documentation and Enhancements.

  1.10 **Warranty Period** means a period of ninety (90) days from delivery of the Software.

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3.4   The Software may contain programs(s) that restrict usage to Designated Servers and enforce other license restrictions set forth in the Order (s) and this Agreement.

3.5   No more than annually, upon written request by Licensor, Licensee shall provide Licensor with a certified statement which describes how and where the Software is being used and such certified statement must include any records, reports, or other information reasonably requested by Licensor to determine Licensee's compliance with the licensing restrictions in this Agreement.

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4.2   <u>Return Copies</u>. Upon termination of this Agreement, or any Software license granted pursuant to an applicable Order , that is not superseded by another Agreement and/or Order , Licensee must immediately return the applicable Software and the Documentation and all copies thereof to Licensor. Or, Licensee must immediately destroy the applicable Software and Documentation and all copies thereof and upon request, certify in writing to Licensor its compliance with this paragraph within five (5) days after such request.

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4.4   <u>Injunctive Relief</u>. Nothing contained in this Agreement shall prohibit Licensor from seeking injunctive relief or specific performance for violation or threatened violation of Section 4.0, as both parties agree that a material breach of Section 4.0 would give rise to irreparable harm not adequately compensable by money damages.

5.0   Warranty Against Infringement.

5.1   <u>Warranty/Exclusive Remedy</u>. Licensor warrants that the Software will be delivered free of the rightful claim of any third party by way of infringement or misappropriation of rights arising under the laws of the country in which the Software is licensed. LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS SET FORTH IN SECTIONS 5.2 AND 5.3.

5.2   <u>Licensor's Duty To Indemnify</u>. If a claim is made by a third party against Licensee that alleges a breach of the warranty set forth in Section 5.1, then Licensor shall defend against such claim at its own expense and shall indemnify Licensee and hold it harmless against any settlement or any final judgment, including an award of attorneys' fees, that may be awarded by a court of competent jurisdiction against Licensee as a result of the foregoing; provided that Licensee gives Licensor prompt written notice of such claim, allows Licensor to control the defense, and provide

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6.0   Warranties, Disclaimers, Remedy.

6.1   Limited Warranty. Licensor warrants that during the Warranty Period, the Software will function substantially in accordance with its Documentation. Licensor does not warrant that the Software will be error free.

6.2   NO OTHER WARRANTIES. EXCEPT FOR THE WARRANTIES CONTAINED IN SECTION 5.0 AND IN THIS SECTION 6.0, LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR MAKES NO WARRANTY RELATING TO MAINTENANCE AND SUPPORT SERVICES WHICH ARE PROVIDED TO LICENSEE BY LICENSOR'S AUTHORIZED RESELLER.

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7.1   EXCEPT FOR CLAIMS UNDER SECTIONS 4.0 OR 5.0 EITHER PARTY'S TOTAL LIABILITY FOR CLAIMS IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT OR WARRANTY), IS LIMITED TO THE LICENSE FEES PAYABLE FOR THE SOFTWARE AS SET FORTH IN THE APPLICABLE ORDER. IN NO EVENT, EXCEPT FOR A CLAIM UNDER SECTIONS 4.0 AND, 5.0 SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, LOSS OF USE, OR CLAIMS OF THIRD PARTIES) THAT MIGHT OCCUR AS A RESULT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

7.2   SECTION 7.1 IS INDEPENDENT OF SECTION 6.3 AND SHALL BE VALID AND ENFORCEABLE WHETHER OR NOT SECTION 6.3 FAILS OF ITS ESSENTIAL PURPOSE OR IS FOUND TO BE UNCONSCIONABLE.

7.3   No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action has arisen.

8.0   Assignment. Licensee may not assign this Agreement without prior written consent of Licensor. Any other attempted assignment shall be invalid and void.

9.0 Termination/Remedies.

    9.1   <u>Termination</u>. Licensee may terminate the Agreement upon written notice to Licensor. Either party may terminate the Agreement if the other party is in breach of the Agreement and such party fails to remedy such breach within thirty (30) days after written notice thereof by the non-breaching party. Further, LRS may terminate this Agreement immediately upon written notice of a breach of Section 4.0.

    9.2   <u>Force Majeure</u>. Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.

    9.3   <u>Effect of Termination</u>. Sections 4.0, 5.0, and 7.0 shall survive the termination of this Agreement and termination of this Agreement is without prejudice to the rights and obligations of the parties that have accrued up to and including the date of termination.

    9.4   <u>Remedies</u>. All rights and remedies of the parties shall be cumulative but shall always be limited by Sections 5.0, 6.2, 6.3, and 7.0.

10.0 General and Miscellaneous Clauses.

    10.1   <u>Notice</u>. All notices or demands relating to indemnification, warranty, or any breach, default, violation or dispute shall be in writing and shall be delivered personally or sent by certified mail with return receipt requested or a nationally recognized overnight courier service.

    10.2   <u>Severability</u>. If any provision of this Agreement is held invalid, the remainder of this Agreement, other than those as to which it is held invalid, will not be affected.

    10.3   <u>Applicable Law</u>. This Agreement shall be governed by the laws of the State of New York, without giving effect to its choice-of-law provisions. This Agreement shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods.

    10.4   <u>Export Compliance</u>. Licensee agrees to comply fully with all relevant export laws and regulations of the United States, including but not limited to the U.S. Export Administration Regulations (collectively, "U.S. Export Controls"). Licensee expressly agrees that it shall not, and shall cause its representatives to agree not to export, directly or indirectly, re-export, divert, or transfer the Software and/or Documentation or direct product thereof to any destination or Company restricted or prohibited by U.S. Export Controls.

    10.5   <u>Final Agreement</u> This Agreement constitutes the complete, final and exclusive expression of the parties' agreement, and supersedes all proposals and other communications made between the parties concerning the subject matter hereof. This Agreement cannot be modified except by a written agreement signed by the parties.

    10.6   <u>Infrastructure and No Charge Code</u>. Any client-based code of the Software may be installed on the applicable client whether inside or outside of the Installation Location. All infrastructure and other no-charge code that is shipped or bundled with the Software is automatically licensed as Software pursuant to this Agreement. To the extent that the Documentation specifies usage rights for the infrastructure and other no-charge code that are broader than the usage rights specified in this Agreement, such broader usage rights shall become part of this Agreement as it applies to such code.

    10.7   <u>Authorization</u>. The person assenting to the terms of this Agreement represents and warrants that he or she has the authority to do so.

Software License Restrictions for LRS Enterprise Output Management Software

The Software-specific license restrictions for the LRS Enterprise Output Management Software products are set forth below. The quantity of Printers and/or Users, as applicable, shall be set forth in the Order. The Software may contain a mechanism that will cause the Software to cease to operate on date set by the Licensor. However, upon full payment of license fees to Licensor's authorized reseller, Licensor shall provide Licensee with the necessary license files and/or product keys to extend the date mechanism for ten (10) years, and thereafter Licensor shall provide like extensions of the date mechanism every ten (10) years. Licensor has no remote access to the Software.

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