

**LEVI, RAY & SHOUP, INC.**  
**GENERAL TERMS AND CONDITIONS FOR**  
**EVALUATION AND TEST LICENSE AGREEMENT**  
**Version X2.0**

These General Terms and Conditions (“General Terms”) will apply between Levi, Ray & Shoup, Inc., an Illinois Corporation, and Licensee. These General Terms will be effective as of the Effective Date. Agreements to license additional Software, or to re-license Software upon the expiration of a Term, may be accomplished by executing new License Schedules incorporating these General Terms.

**1.0 Definitions.**

- 1.1 **Agreement** means a License Schedule signed by Licensor and Licensee that references and incorporates these General Terms pursuant to which Licensor licenses Software to Licensee.
- 1.2 **Documentation** means the technical information and user manuals pertaining to the Software which are made available to Licensee pursuant to the Agreement.
- 1.3 **Effective Date** in reference to an Agreement is the latest signature date on the applicable License Schedule.
- 1.4 **Enhancement** means generally available improvements, fixes, modifications, changes, filters or new releases or versions of the Software and any accompanying Documentation.
- 1.5 **Installation Location** is Licensee’s facility located at the address listed on the License Schedule indicating where the Software may be installed.
- 1.6 **License Schedule** means a document signed by Licensor and Licensee that incorporates these General Terms and by which Licensor licenses Software to Licensee.
- 1.7 **Licensee** means the entity other than the Licensor who has signed a License Schedule.
- 1.8 **Licensor** means Levi, Ray & Shoup, Inc.
- 1.9 **Software** means the software products listed on the License Schedule, and such term shall also include the Documentation and Enhancements.
- 1.10 **Term** means the period designated as such in the applicable License Schedule and which may be extended pursuant to Section 8.1.

**2.0 License Fee.** The License Fee shall be set forth in the License Schedule.

**3.0 Grant of License/Restriction on Use.** Subject to the terms and conditions of the Agreement and unless terminated pursuant to the terms of the Agreement, Licensor hereby grants, and Licensee hereby accepts, a limited, non-exclusive, nontransferable, revocable license to use the Software for the Term. At Licensor’s option, Licensee will either be granted remote access to the Software or will receive object code via electronic delivery. The mode of access shall be listed on the License Schedule. Licensee shall use the Software only for the permitted purposes set forth in the License Schedule. Licensee agrees not to use the Software for production use or to design, develop, provide, or market any product or service that would compete with any product or service of Licensor.

**4.0 Protection of Software and Licensee’s Confidential Information.**

- 4.1 **Acknowledgment of Trade Secrets.** The Agreement does not transfer any ownership or title in the Software or the Documentation to Licensee and all such ownership rights will remain in Licensor or its suppliers. Licensee acknowledges Licensor's representation that the Software and its Documentation contain valuable trade secrets and are protected by United States and international copyright laws and treaties. Licensee may not disclose or make available to third parties the Software, its Documentation, or any portion thereof without Licensor’s prior written approval. Licensor has the exclusive right to modify and enhance the Software and its Documentation, and the Licensee hereby agrees that it will make no effort to reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code (collectively “reverse engineer”) from the Software. If applicable law permits reverse engineering for purposes of interoperability despite the contractual prohibition, Licensee shall provide Licensor notice of its intent to reverse engineer the Software and provide an opportunity for Licensor to provide Licensee such information as may be needed to achieve interoperability. If Licensor provides the necessary information to achieve interoperability, Licensee agrees not to reverse engineer the Software unless, despite the

requirements of this Section, such reverse engineering is specifically allowed by applicable law. Licensee shall not make any attempt to circumvent the technological measures that control access to, or use of, the Software.

- 4.2 Delete Copies. Upon termination of the Agreement, or any Software license granted pursuant to the Agreement, that is not superseded by another Agreement, Licensee shall immediately delete or otherwise destroy all copies of the applicable Software and Documentation other than copies which have been created pursuant to automatic archiving or back-up processes that cannot reasonably be deleted. Upon request, Licensee shall certify in writing to Licensor its compliance with this paragraph within five (5) days after such request.
- 4.3 Proprietary Notices. In no event may Licensee copy in whole or in part the Software or the Documentation without the Licensor's prior written consent.
- 4.4 Audit. No more than annually, as a material term of the Agreement, Licensor may require Licensee to provide either 1) a statement which describes how and where the Software licensed hereunder is being used and the number of copies of the Software in Licensee's possession, or 2) reports or records generated by programs that are a part of the operating system and/or the Software which will be used to determine the number of printers the Software is supporting. Any such statement, reports, and/or records must be certified by Licensee. Further, no more than annually, upon prior written notice, Licensor may visit Licensee's place(s) of business in order to determine compliance with the Agreement.

**5.0 Warranties, Disclaimers, Remedy.**

LICENSEE ASSUMES ALL RISK OF USING THE SOFTWARE. THE SOFTWARE AND ANY SUPPORT FROM LICENSOR UNDER THE AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY EXPRESS OR IMPLIED.

**6.0 LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES/INDEPENDENT CLAUSES.**

- 6.1 IN NO EVENT, EXCEPT FOR A CLAIM UNDER 9.5, SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DIRECT, 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 THE AGREEMENT OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.
- 6.2 BOTH PARTIES ACKNOWLEDGE THAT THEY DO NOT EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY OR FOR ANY FRAUDULENT PRECONTRACTUAL MISREPRESENTATION UPON WHICH THE OTHER PARTY CAN BE SHOWN TO HAVE RELIED.

- 7.0 Assignment.** Licensee may not assign the Agreement without the prior written consent of Licensor which may be withheld for any reason or no reason. Any attempted assignment without prior written consent shall be invalid and void.

**8.0 Termination.**

- 8.1 Termination. Each Agreement shall automatically terminate upon expiration of the Term, except that the Term may be extended, at Licensor's discretion, by sending a new key with a new expiration date which, when installed, extends the Term to the new expiration date. Either party may terminate the Agreement before the expiration of the Term upon written notice to the other party.
- 8.2 Effect of Termination. Sections 4.0, 6.0, and 9.0 shall survive the termination of the Agreement and termination of the Agreement is without prejudice to the rights and obligations of the parties that have accrued up to and including the date of termination.

**9.0 Applicable Law, Dispute Resolution.**

- 9.1 Applicable Law. The Agreement, all transactions executed hereunder and the legal relations between the parties shall be governed and construed solely in accordance with the laws of the State of Illinois, United States of America, without reference to its conflict of laws rules, except that the parties hereby agree that the 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.

- 9.2 Amicable Resolution. It is the intent and desire of the parties that all disputes, claims, and controversies which arise between the parties relating to the Agreement be resolved in an amicable manner within thirty (30) days after either party requests a meeting to effect resolution of a dispute. The parties shall in such period consult in good faith to reach a just and equitable solution to such differences. In the event of a dispute, claim, or controversy which is not resolved within such thirty (30) day period by the parties, Executive Officers of the parties shall be asked to mediate the dispute and seek a resolution during the next thirty (30) day period.
- 9.3 Remedies. In the event that the parties are unable to resolve any dispute, claim, or controversy in accordance with Section 9.2, the parties may pursue any remedy available at law as limited by Sections 5.0 and 6.0.
- 9.4 Injunctive Relief. Nothing contained in the Agreement shall prohibit Licensor from seeking injunctive relief or specific performance for violation or threatened violation of Section 4.0, as it is understood and agreed that breach of the provisions of Section 4.0 by Licensee may cause Licensor irreparable damage for which the recovery of money damages would be inadequate, and that Licensor is entitled to obtain timely injunctive relief or other similar emergency or equitable relief in any court of competent jurisdiction to protect its rights under the Agreement. Any remedy granted by such court shall be in addition to any other remedies to which Licensor may be entitled.
- 9.5 Attorneys' Fees. The parties agree that should there be any litigation arising out of the Agreement or to enforce any portion of the Agreement, that the losing party agrees to pay the prevailing party any reasonable attorneys' fees and other costs incurred in said litigation.

## **10.0 General and Miscellaneous Clauses.**

- 10.1 Notice. All notices or demands relating 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. Any notice or demand mailed as aforesaid shall be deemed to have been delivered on the date of delivery or refusal, as the case may be, set forth on the return receipt. Any other notice or demand required hereunder shall be sufficient if sent via facsimile and shall be deemed to have been delivered upon transmittal with documented facsimile transmission confirmation. The parties agree that any such faxed notice sent by the Licensee and received by Licensor shall be deemed an authentic original and any signature thereon shall be deemed genuine.
- 10.2 Severability. If any provision of the Agreement or the application of such provision shall be held invalid, the remainder of the Agreement, or the application of such provision to companies or circumstances, other than those as to which it is held invalid, shall not be affected.
- 10.3 Parties Bound. The Agreement shall be binding upon the parties hereto, their successors, permitted assigns, and legal representatives.
- 10.4 No Intended Third Party Beneficiaries. The Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and the Agreement shall not be construed as conferring any rights or remedies on any other company.
- 10.5 Export Compliance. Licensee agrees to comply with all applicable export laws and regulations of the United States, the EU, the UN, and the country of the Installation Location (collectively, "Export Controls"). Licensee will not, directly or indirectly, export, re-export, divert, or transfer the Software to any locations, to any end-user, or for any end-use, without complying with the Export Controls. Without limiting the foregoing, the Licensee specifically agrees that it will not export or re-export the Software (1) to any embargoed country, currently including Cuba, Iran, North Korea, Sudan, and Syria or (2) to any person or company listed on the denied or restricted party list, or (3) for any restricted end-use related to the development, design, production, or use of nuclear, chemical, or biological weapons or missiles.
- 10.6 Headings, Gender. All section headings contained in the Agreement are for convenience of reference only, do not form a part of the Agreement, and shall not affect in any way the meaning or interpretation of the Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Further, reference to a single section number ending in a zero, e.g., 3.0, shall be a reference to all of the sections starting with the same number. For example, a reference to Section 3.0 is a reference to Sections 3.1, 3.2, 3.3, 3.4, and 3.5 as well.

- 10.7 Waiver. A waiver of a breach of any term of the Agreement shall not be construed as a waiver of any succeeding breach or as a waiver of the provision itself. A party's performance after the other party's breach shall not be construed as a waiver of that breach.
- 10.8 Final Agreement/Conflicts. The 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. The Agreement cannot be modified except by written agreement signed by both parties. If there is a conflict between these General Terms and any License Schedule, the terms of the License Schedule shall control and prevail. All capitalized terms in any License Schedule shall have the same meaning as set forth in these General Terms, unless otherwise defined therein.
- 10.9 Mode of Delivery. The Software will be made available to Licensee only by electronic or another mode of intangible delivery.

**11.0** BOTH PARTIES HAVE READ THESE GENERAL TERMS AND UNDERSTAND THAT IT IS A DOCUMENT WHICH HAS LEGAL CONSEQUENCES, INCLUDING THE LIMITING OF LICENSOR'S LIABILITY FOR DAMAGES. AFTER DUE CONSIDERATION, LICENSEE BELIEVES THE LIMITATION OF LIABILITY CLAUSE SET FORTH IN SECTION 6.0 IS REASONABLE UNDER THE CIRCUMSTANCES.