

ePublisher End User License Terms

Electronic End User License Agreement

NOTICE TO END USER: THIS ELECTRONIC END USER LICENSE AGREEMENT ("EEULA") IS A CONTRACT BETWEEN YOU (either as an individual person or a single legal entity, who will be referred to in this EEULA as "You") AND QUADRALAY CORPORATION ("QUADRALAY"). BY INDICATING YOUR ACCEPTANCE BELOW, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS EEULA.

This EEULA accompanies and upon acceptance becomes a legal agreement related to a Quadralay software product ("Software") and related explanatory materials ("Documentation"). The term "Software" shall also include any upgrades, modified versions, updates, additions and copies of the Software licensed to you by Quadralay (The Software and Documentation collectively may be referred to herein as this "package").

This EEULA is a license agreement and not an agreement for sale. Quadralay continues to own the copy of the Software and the physical media contained in this package and any other copy that you are authorized to make pursuant to this Agreement. Unless otherwise agreed in writing by Quadralay, this EEULA applies to any Software or Documentation obtained by you from Quadralay, whether by means of physical media or in electronic form by download. Subject to your payment of the applicable license fees, and further subject to your acceptance of this EEULA, Quadralay grants to you a nonexclusive license to use the Software and Documentation, on the following terms and conditions:

1. Use of the software

- A. You may install the Software in a single location on a hard disk or other storage device of a computer, multiple computers or a server.
- B. You agree to pay Quadralay the applicable charges for this nonexclusive license as specified in the applicable Quadralay schedule of prices or fees.
- C. You acknowledge and understand that the fee schedule under this EEULA is scaleable, such that license fees are determined based upon the number of users to whom you give access, as defined in subparagraph 1.D.
- D. A "user" under this EEULA shall include any one who installs and uses the software.
- E. This clause removed (9/1/09)
- F. Business Use. This License is personal to the Licensee. Unless covered under the terms of a separate Agreement with Quadralay, Licensee shall only use the Software for its internal business purposes. Licensee shall not sell, rent, lend, lease, license, sublicense, time share, assign, act as an application service provider or bureau service or otherwise collect fees or grant access to persons outside the Licensee's organization, except as permitted pursuant to Clause 3 (Transfer of Software).
- G. You may display, modify, reproduce and distribute any visual or text content that is the result of the Software's publishing operation to the destination where output files are created (but not the Software or Documentation), in whole or in part, that is included with the Software (unless a specific notice indicates to the contrary). Such content may not be used in the production of lewd, obscene or pornographic material. You hereby agree to indemnify, to hold harmless and to defend Quadralay

against any claims or lawsuits, including attorney's fees, that arise from the manner in which you display, modify, reproduce or distribute any such content.

- H. You may make one backup copy of the Software, provided your backup copy is not installed or used on any computer. Backup copies must include the copyright, trademark, and other proprietary markings that are found on the original.
 - I. HOME USE. For the Software labeled "ePublisher Express" or "ePublisher Pro" or "ePublisher Designer", the primary user of the computer on which the Software is installed or used may also install the Software on one home or portable computer for use by him or her in connection with your business, but not for use for or on behalf of third parties or for personal use.
 - J. TRAINING. This software is not to be used for any public or on-site training classes unless authorized in writing.
2. **Copyright.** The Software is owned by Quadralay and its suppliers, and its structure, organization and code are the valuable trade secrets of Quadralay and its suppliers. The Software is also protected by United States Copyright Law and International Treaty provisions. You may not copy the Software or the Documentation, except as set forth in the "Use of the Software" section. Any whole or partial copies that you are permitted to make pursuant to this EEULA must contain the same copyright and other proprietary notices that appear on or in the Software or Documentation. You agree not to modify, adapt or translate the Software except as may be expressly permitted under the European Directive on the Legal Protection of Computer Programs (14 May 1991) ("the Directive") without possibility of waiver. You also agree not to reverse-engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software or reverse-engineer templates, except as may be expressly required to be permitted under the Directive. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owner's name. Trademarks can only be used to identify printed output produced by the Software. Such use of any trademark does not give you any rights of ownership in that trademark. Except as stated above, this Agreement does not grant you any intellectual property rights in the Software.
3. **Transfer.** You may not rent, lease, sublicense or lend the Software or Documentation. You may, however, transfer all your rights to use the Software and Documentation to another person or legal entity provided that (i) you transfer this Agreement, the Software, including all copies, updates and prior versions and all copies of font software converted into other formats, and the Documentation to such person or entity, (ii) you retain no copies, including copies stored on a computer, and (iii) that the receiving party agrees by prior notice in writing to Quadralay to be bound by the terms and conditions of this EEULA.
4. **Multiple Environment Software / Multiple language Software / Dual Media Software / Multiple Copies / Upgrades.** If this package contains, or, in connection with the acquisition of the Software contained in this package you receive, two or more operating environment versions of the Software (e.g. two or more language translation versions of the Software, the same Software on two or more media [e.g., diskettes and a CD-ROM]), and/or you otherwise receive two or more copies of the Software, all such versions and copies of the Software are subject to this EEULA. You may make one back-up copy, in accordance with the terms of this Agreement, for each version of the Software you use. You may not rent, lease, sublicense,

lend or transfer versions or copies of the Software you do not use, or Software contained on any unused media, except as part of the permanent transfer of all Software and Documentation as described above.

5. **Support Services.** Quadralay may provide you with support services related to the Software ("Support Services"). The provision and use of any such Support Services will be pursuant to Quadralay policies as described in the Documentation, in "online documentation", or in other Quadralay materials. There may be an additional fee for Support Services. You acknowledge and agree that Quadralay may use technical information you provide related to the Software and/or the Documentation for its business purposes, including for product support and development.
6. **Audit.** The fee schedule under this EEULA is scaleable, based upon the number of physical installations of the Software. Quadralay shall have the right to audit use of the Software upon its request, no more than once annually, with reasonable notice and during normal business hours. Quadralay shall keep compliance information confidential, except as may be necessary to enforce the license. Such an audit shall be at Quadralay's expense, unless the audit reveals a more than 10% discrepancy between the license fees paid and the license fees due, in which case Licensee shall pay the reasonable expense of the audit.
7. **Limited Warranty.** Quadralay warrants to you that the Software will perform substantially in accordance with the Documentation for the thirty (30) day period following your receipt of the Software. To make a warranty claim, you must return the Software to the location where you obtained it, or if you downloaded it, provide affirmation in writing that you have destroyed all copies of the Software and Documentation, along with a copy of your sales receipt within such thirty (30) day period. If the Software does not perform substantially in accordance with the Documentation, the entire and exclusive liability and remedy shall be limited to either, at Quadralay's option, the replacement of the Software or the refund of the license fee you paid for the Software. QUADRALAY AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR QUADRALAY'S OR SUPPLIERS' BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, QUADRALAY AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. QUADRALAY PROVIDES THE SOFTWARE, DOCUMENTATION AND SUPPORT SERVICES, IF ANY, AS IS AND WITH ALL FAULTS. Some states or jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the extent permissible, any implied warranties that cannot be excluded are limited to DEFECTS DISCOVERED DURING THE PERIOD OF THE LIMITED WARRANTY (THIRTY (30)) DAYS); AS TO ANY DEFECTS DISCOVERED AFTER THE THIRTY (30) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. This warranty gives you specific legal rights. You may have other rights which vary from state to state or jurisdiction to jurisdiction.
8. **Limitation of Liability.** IN NO EVENT WILL QUADRALAY OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION, OR LOST SAVINGS, EVEN IF A QUADRALAY REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. Some states or jurisdictions do not

allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations may not apply to you.

9. **Governing Law and General Provision.**

- A. **Governing Law.** This Agreement will be governed by the laws in force in the State of Texas excluding the application of its conflicts of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations.
- B. **Term of Agreement.** This EEULA becomes effective when accepted by you or when you act to install, copy, download, access or otherwise use the Software, whichever occurs first; in any such event you agree to be bound by the terms of this EEULA. Unless terminated by Quadralay pursuant to its terms, the EEULA will remain in effect pursuant to its terms as long as you possess, access or otherwise use the Software, the Documentation or any components of either the Software or the Documentation.
- C. **Termination.** Without prejudice to any other rights, Quadralay may terminate this EEULA if you fail to comply with the terms and conditions of the EEULA. In event of such termination, upon receipt of written notice of termination, you must immediately destroy all copies of the Software and Documentation and any component parts of such copies.
- D. **Entire Agreement.** This Agreement may only be modified in writing signed by an authorized officer of Quadralay. This is the entire agreement between Quadralay and you relating to the Software and the Documentation, and it supersedes any prior representations, discussions, undertakings, end user license agreements, communications or advertising relating to the Software and the Documentation. To the extent the terms of any Quadralay policies or programs for support services may conflict with the terms of this EEULA, the terms of this EEULA shall control.
- E. **Reservation of Rights.** All rights related to the Software and Documentation not expressly granted are reserved by Quadralay.

10. **Notice to United States Government End Users.** The Software and Documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§ 227.7202-1 through 227.7202-4, as applicable, the "Commercial Computer Software" and "Commercial Computer Software Documentation" are being licensed to U.S. Government end users (i) only as "Commercial Items" and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

WebWorks is a trademark of Quadralay Corporation.

EEULA/12.21.20/CAM