

SOFTWARE LICENSE AGREEMENT
(Site License Version)

1. LICENSE GRANT

- A. Xerox grants to customer (“you”) a non-exclusive, non-transferable license to:
- (1) load the Web Document Submission software, together with any other software components provided with Web Document Submission software, (“Licensed Software”) in object code form onto a server located within your intranet;
 - (2) use the Licensed Software on the server within your intranet, subject to certain restrictions set forth in Section 6.A. herein.
- B. Title to and ownership of the Licensed Software and any reproductions thereof will remain with Xerox and its suppliers. You agree that those techniques, algorithms, and processes contained in the Licensed Software constitute trade secret information or other protectable intellectual property of Xerox or its suppliers and will be used by you only in accordance with the terms of this Agreement.
- C. You have no other rights, including without limitation, any intellectual property rights, to the Licensed Software. This means that you may not create derivative works of the Licensed Software, or attempt to alter, decompile disassemble, decrypt or reverse engineer the Licensed Software. If you make a copy of the Licensed Software (i) it must be an exact reproduction of the original and (ii) all copyright, restricted rights, and other proprietary information notices identical to the notices appearing on the master copy, or any other notices required by Xerox or its licensors, must appear on each copy. Only one such copy shall be in existence at any moment and that copy shall be used solely for archival and system recovery purposes.
- D. You shall not sell, rent, lease, modify, or translate the Licensed Software or operate any component thereof for the benefit of any third party (including, without limitation, operating a time share or application service provider (ASP)), other than for your Internal Business Use.
- E. “Internal Business Use” means uses internal to the operations of your business and for your customers and not for you to provide services to a third (including on a time sharing, service bureau or other ASP basis).

2. FEES

- A. You agree to pay the license fees, plus any applicable taxes, for the Licensed Software as set forth in the invoice you will receive from Xerox. You agree to pay such fees within thirty (30) days after the date of each invoice, payable in U.S. Dollars. Interest shall accrue on any delinquent amounts owed by you hereunder at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less.

3. WARRANTY

- A. For a period of ninety (90) days from the date the Licensed Software is delivered to you, the Licensed Software will substantially conform to the functionality described in the accompanying documentation.
- B. The Licensed Software is not warranted to be free from error, or to operate uninterruptedly.
- C. If, during the 90-day warranty period, you notify the party who licensed you the Licensed Software that the Licensed Software does not substantially conform to the functionality described in the accompanying documentation, that party will, at its option, either replace the Licensed Software or fully refund the license fee. If a refund is made, you will deliver to the refunding party the Licensed Software, and certify to that party that you have de-installed the Licensed Software and

erased or destroyed all copies. Any fees paid by you for implementation and customization services will not be refunded.

- D. **THE EXPRESS WARRANTY SET FORTH IN SECTION 3.A IS IN LIEU OF, AND XEROX AND ITS SUPPLIERS DISCLAIM, ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.**
- E. All warranties and representations made by persons other than Xerox, including, but not limited to, distributors, dealers and other resellers of Xerox, are also disclaimed by Xerox. You agree that you will look only to the party offering any such warranty or representation.
- F. The express warranty set forth in Section 3.A will be void if you fail to properly use the Licensed Software in the appropriate computing environment, as specified in the accompanying documentation.

4. **SOFTWARE SUPPORT**

Xerox will provide support for the Licensed Software (“Software Support”) as follows:

- A. Definitions:
 - (1) “Major Release” and “Major Upgrade” shall mean a release of the Licensed Software, which provides significant additional value or utility to the Software.
 - (2) “Minor Release” and “Minor Upgrade” shall mean a release of the Licensed Software other than a Major Release.
 - (3) “Patch” shall mean a fix or workaround for a customer identified Licensed Software defect which corrects, avoids or provides a workaround for such defect.
 - (4) “Severe Software Problem” shall mean a Licensed Software defect which substantially reduces the reliability or functionality of the Licensed Software or renders unusable the CPU in which the Licensed Software is loaded.
- B. Software Support for the Licensed Software is contingent upon you having in effect a valid license with Xerox to use the Licensed Software.
- C. Software Support shall be available for 1 year from the latter of the install date of the Licensed Software or the date of this Agreement and is subject to renewal upon the mutual agreement of both parties. To continue to receive Software Support, you must have in effect a valid Support and Maintenance Agreement.
- D. You agree to pay Xerox the fees specified on any invoice for Software Support in U.S. Dollars. Such fees will be due within thirty (30) days after the date of such invoice. Such fees are exclusive of any local, state or federal sales, use or any other applicable taxes, the payment of which are your responsibility.
- E. Support communications may be effected by telephone, mail (including e-mail) or fax.
- F. Major Releases and Major Upgrades are subject to additional fees.
- G. At your request, Xerox may perform modifications to or customization of the Licensed Software (collectively, the “Xerox Modifications”). Xerox is not required to perform such Xerox Modifications and may decline to perform any such Xerox Modifications. If Xerox elects to perform modifications to or customization of the Licensed Software, such Xerox Modifications are

subject to additional fees. Xerox Modifications will be owned by Xerox. Any Xerox Modification will be made to the then current version of the Licensed Software. In the event of a Major Release or a Major Upgrade, it is possible that any Xerox Modifications made to your Licensed Software will no longer be operable. If you wish to have similar or additional Xerox Modifications made to the Licensed Software after a Major Release or a Major Upgrade, you shall be required to pay additional fees.

H. Elements of Software Support for this Agreement:

(1) Software Support will be provided as follows:

- a. for the then current release of Licensed Software during the entire term of this Agreement.
- b. for the immediately preceding release of Licensed Software during the period ending on the earlier of the expiration date of this Agreement or twelve (12) months after the date the most current release is made available.

(2) Software Support will consist of the following:

- a. Telephone or e-mail support to resolve Licensed Software problems, Monday – Friday, Xerox holidays excluded, (telephone support may also be unavailable during periods of unscheduled emergencies and meetings). Any on-site support will be subject to additional fees.
- b. Provision of Patches and Minor Releases to you within a reasonable time after they become available. Xerox does not guarantee that it will fix a Licensed Software problem or issue a Patch or Minor Release for any Licensed Software problem. However, if you notify Xerox via phone or e-mail of a Severe Software Problem, and your Xerox Customer Support Executive generates a Software Problem Action Report, Xerox will use reasonable efforts to fix such Severe Software Problem or issue a Patch or Minor Release with respect to such Severe Software Problem. Patches released by Xerox will only be issued for the then most current release of the Licensed Software.
- c. Installation support for Patches and Minor Releases via telephone or e-mail. Any on-site support will be subject to additional fees.

I. Solely for purposes of Xerox performing its obligations under this Agreement, you agree to give Xerox reasonable access to the Licensed Software, the system(s) in connection with which the Licensed Software is used, the Licensed Software documentation and other relevant records and documents and shall provide such other reasonable assistance as Xerox may request.

J. Xerox will only support the Licensed Software in the state it is delivered and installed, using the recommended installation procedures. Xerox's only obligation in the event that a customized system fails is to help you restore the Licensed Software to its original state, and to assist you in preserving data when you attempt to restore such Licensed Software to its unmodified state. However, Xerox may charge additional fees for such support. Xerox does not guarantee that you will be able to successfully restore modified Licensed Software to its unmodified state or that you will be not lose data in the process of such attempted restoration.

K. In the event that you forget the administrative password for the Licensed Software, Xerox will assist you in accessing your current password. This will require a telephone call to the Customer Support Center. You will be requested to provide proof of purchase. Xerox will NOT be held liable for any security issues regarding this password-reset procedure.

5. **INTELLECTUAL PROPERTY INDEMNIFICATION**

- A. Xerox will defend you from, and pay any ultimate judgment for, infringement in the United States by the Licensed Software of any patent or copyright, if you promptly notify Xerox in writing of any alleged infringement, allow Xerox to defend, and fully cooperate with Xerox. All notices should be sent to the Xerox Office of General Counsel, P.O. Box 1600, Stamford, Connecticut 06904.
- B. Xerox is not responsible for any non-Xerox litigation expenses or settlements made by you or any party on your behalf, unless Xerox agrees to them in writing.
- C. To avoid infringement, even if not alleged, Xerox may, at its option, and at no charge to you, either obtain a license for your continued use of the Licensed Software, or modify the Licensed Software so that it is no longer infringing, or substitute equivalent and non-infringing software or require you to or itself remove the Licensed Software. If Licensed Software is removed by Xerox for this reason, the license or other fee you paid for the package containing the Licensed Software will be fully refunded.
- D. Xerox will not be liable for any infringement due to the Licensed Software being used in combination with equipment, software, or supplies not provided by Xerox, or used in a manner not set forth in the accompanying documentation.

6. **CERTAIN TERMS REQUIRED BY ADOBE SYSTEMS INCORPORATED (“ADOBE”)**

If the Licensed Software contains any components provided by Adobe, the following terms may apply:

- A. **USE.**
 - (1) If you are provided with Adobe End-User Software, you may use such End-User Software on each single-user system solely to submit PDF file printing and/or document management jobs directly to the Licensed Software.
 - (2) If you are provided with Adobe Server Components you may process your and your customers' submitted files within your firewall network solely for your Internal Business Use. You shall not allow the Adobe Server Software to route processed PDF files to locations other than your production sites for which you have paid license fees. You shall ensure that PDF files submitted by you are transferred directly from the Adobe End User Software to the Licensed Software and are not transferred to any third party or location other than directly to the Adobe Server.
 - (3) If Adobe Server Components are used by Xerox on your behalf, you may submit PDF files generated by you and your customers to be processed by the Adobe Server Software at the site where your server is located then printed, archived, or otherwise disposed of at such site as directed by you when such PDF file was submitted, or transferred to a another site for printing solely for your Internal Business Use. You shall ensure that PDF files submitted by you are transferred directly from the Adobe End User Software to the Licensed Software and are not transferred to any third party or location other than directly to the Adobe Server.
 - (4) You may not use the Adobe components or software on any other basis that would permit you to process PDF files for a third party other than for processing PDF files for your Internal Business Use.
- B. To the extent local law grants you the right to decompile any component of the Licensed Software provided by Adobe in order to obtain information necessary to render such software interoperable with other software, you will first request prior written approval from Adobe who with the concurrence of Xerox or its supplier of the Licensed Software may impose such reasonable

conditions, including, but not limited to, a reasonable fee, on such use to ensure that Xerox's or its supplier's proprietary rights in the Licensed Software and all components thereof are protected.

- C. You acknowledge that the components of the Licensed Software provided by Adobe contain Adobe's Acrobat technology and that such technology contains an implementation of the LZW algorithm licensed under U.S. Patent No. 4,558,302. You will ensure that all reproductions made of the components provided by Adobe as permitted herein will contain the following notice in the "about boxes", splash screens, end user documentation, or media of the components provided by Adobe: "Includes Adobe-supplied technologies (i.e., Adobe® Acrobat® Distiller or Normalizer, and PDF Library and Adobe® PDF Transit™). Such software contains an implementation of the LZW algorithm licensed under U.S. Patent No. 4,558,302." You will not, and will not permit any third party to, change the name of any Adobe printer driver file or Adobe printer driver icon without Xerox's prior written consent.
- D. You agree that Adobe, located at 345 Park Avenue, San Jose, California 95110 and Adobe Systems Software Ireland Limited, a company incorporated in Ireland ("Adobe Ireland") are third-party beneficiaries to this Agreement to the extent that this Agreement contains provisions that relate to your use of any components of the Licensed Software provided by Adobe. Such provisions are made expressly for the benefit of Adobe and Adobe Ireland and are enforceable by Adobe and Adobe Ireland in addition to Xerox.

7. GENERAL PROVISIONS

- A. **LIMITATION OF LIABILITY.** SUBJECT TO SECTION 5.A. HEREIN, IN NO EVENT WILL XEROX OR ITS SUPPLIERS BE LIABLE TO YOU OR RESPONSIBLE FOR ANY DAMAGE SUFFERED BY YOU INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. THE ABOVE LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In addition, Xerox' liability to you for direct damages will in no event exceed the total amount of money you actually paid for the Licensed Software.
- B. **DIAGNOSTIC SOFTWARE.** The Licensed Software may also contain Diagnostic Software. You agree to grant Xerox access to the Diagnostic Software (and any equipment on which such Diagnostic Software is loaded) to ensure that the Diagnostic Software is being used in accordance with the terms of this Agreement and to permit Xerox to modify or reconfigure the Diagnostic Software. Diagnostic Software contains computer code capable of automatically disabling proper operation or functioning of the Diagnostic Software. Such disabling code may be activated (a) if Xerox is denied the right to access, reconfigure or modify Diagnostic Software as provided herein, (b) you otherwise breach any term of this Agreement, or (c) this Agreement is terminated or expires.
- C. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Licensed Software and accompanying documentation are provided with **Restricted Rights**. You agree to meet all requirements necessary to ensure that such rights will be honored by the Federal Government. Disclosure, use or reproduction of the Licensed Software and accompanying documentation are subject to restrictions set forth in the Commercial Computer-Restricted Rights clause at Federal Acquisition Regulation 52.227-19, when applicable, or in the Department of Defense Federal Acquisition Regulations Supplement 252.227-7013. You shall not export or re-export the Licensed Software without the appropriate United States or foreign government licenses.
- D. **U.S. GOVERNMENT END USERS.** The Licensed Software is a "commercial item(s)" 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. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Licensed Software with only those rights set forth therein.

- E. **TERMINATION.** This Agreement shall automatically terminate if you breach of any of the provisions herein, whereupon you shall immediately cease using the Licensed Software and irretrievably destroy all copies of the Licensed Software in your possession or control.
- F. **SEVERABILITY.** If any provision of this Agreement is held invalid by any law, rule, order or regulation of any government, or by the final determination of any state or federal court, such invalidity will not affect the enforceability of any other provisions not held to be invalid.
- G. **GOVERNING LAW.** This Agreement will be governed by the laws of the State of New York.
- H. **SURVIVAL.** Unless this Agreement expressly provides otherwise or by its nature a provision cannot survive this Agreement, the provisions of this Agreement shall survive the expiration or any termination of this Agreement.
- I. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties as to the subject matter hereof, and supersedes any and all prior oral and written understandings and agreements as to that subject matter.
- J. **TRADEMARKS.** Xerox and all other product names mention in this Agreement are trademarks of their respective manufacturers.
- K. **MODIFICATION.** No amendment to or modification of this Agreement will be binding unless it is in writing and signed by a duly authorized representative of each of the parties.
- L. **WAIVER.** Waiver by either party of a breach of any provision shall not waive either the provision itself or any subsequent breach.

THE INDIVIDUALS SIGNING BELOW WARRANTS HE/SHE IS AN AUTHORIZED REPRESENTATIVE OF CUSTOMER. CUSTOMER AGREES TO COMMUNICATE THE RESTRICTED CONDITIONS OF THIS AGREEMENT TO THOSE PERSONS EMPLOYED BY CUSTOMER OR UNDER CUSTOMER'S DIRECTION AND CONTROL THAT ARE DIRECTLY INVOLVED WITH THE LICENSED SOFTWARE.

Accepted:

Xerox Corporation

By: _____

Name: _____

Title: _____

Date: _____

Accepted:

Customer

By: _____

Name: _____

Title: _____

Date: _____