END USER LICENSE AGREEMENT AND LIMITED WARRANTY

IMPORTANT - READ CAREFULLY

- 1. <u>LICENSE AGREEMENT AND LIMITED WARRANTY AGREEMENT</u>. This End User License Agreement ("EULA") and Limited Warranty (hereinafter collectively the "License Agreement") constitute a legal agreement between you (either as a physical, legal person (e.g. corporation) or a partnership) and Objectif Lune Inc. ("Objectif Lune") for the software product identified as PlanetPress[®] Suite, including all companion products, components, patches, updates and upgrades, and also including any computer software, PostScript[®] programs, media and all accompanying on-line or printed documentation (collectively the "Software"). The Software also includes Adobe[®] Technology and related documentation, and any upgrades, modified versions, additions and copies thereof.
- 2. <u>BINDING EFFECT</u>. BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU, AS NON-EXCLUSIVE SUBLICENSEE, ACCEPT TO BE AND YOU ARE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU ARE THE ORIGINAL PURCHASER OF THE SOFTWARE AND DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, PROMPTLY RETURN THE UNUSED SOFTWARE TO THE PLACE FROM WHICH YOU OBTAINED IT FOR A FULL REFUND. BY YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT AS MENTIONED ABOVE, OBJECTIF LUNE GRANTS YOU THE RIGHT TO USE THE SOFTWARE IN THE MANNER HEREIN PROVIDED.
- **3.** <u>COPYRIGHTS.</u> This Software is owned by Objectif Lune or its suppliers and is protected by the *Copyright Act* (Canada), any copyright law and international copyright treaties. Therefore, you must treat this Software like any other copyrighted material (e.g., a book), except that you may, for example, make one copy of the Software solely a) for backup or archival purposes or b) if it is essential for the compatibility of the computer program, or transfer the Software to a single hard disk, provided you keep the original solely for backup or archival purposes and that such copy is not installed or used on any other computer.
- 4. PROPERTY AND INTELLECTUAL PROPERTY RIGHTS. All Objectif Lune's libraries, source code, byte code executables and any other files (collectively the "files") remain Objectif Lune's exclusive property. Regardless of any modifications that you make, you may not distribute any files (particularly but not limited to Objectif Lune source code and other non-executable files) except those that Objectif Lune has expressly designated. Nothing in this License Agreement permits you to derive the source code of files provided to you in executable form only, or to reproduce, modify, use or distribute the source code of such files. This License Agreement does not grant you any intellectual property rights in the Software.
- **5.** TRANSFER. You may transfer the Software only on a permanent basis, provided you retain no copies except as provided in Section 3 and the recipient or transferee shall be bound by the terms of this License Agreement. Except as provided in this License Agreement, you may not transfer, rent, lease, lend, copy, modify, adapt, translate, sublicense or time-share in any manner the Software or any part hereof.
- **6. TRADE SECRET.** You acknowledge that the Software in source code, its structure and organization form remain confidential valuable trade secrets of Objectif Lune or its suppliers and therefore you agree not to modify the Software or attempt to reverse engineer, decompile or disassemble or otherwise attempt to discover the source code of the Software.
- 7. <u>UPGRADED VERSION</u>. If you have purchased an upgrade version of the Software, this version constitutes a single product with and forms part of the Software. Any transfer of an upgrade version of the Software can be made only in accordance with this License Agreement.
- **8.** <u>SCOPE OF USE.</u> You agree to use the Software for your own customary business or personal purposes on only one device (physical or virtual computer system). If you need to use the Software on more than one device, you must purchase additional licenses. Contact Objectif Lune for applicable royalties payable and licensing terms. Please refer to the appropriate following sections 9 or 10 "ADDITIONAL LICENSE TERMS" for "Variable Content Documents" or for "Optimized PostScript and Windows Printing outputs".
- 9. <u>ADDITIONAL LICENSE TERMS FOR VARIABLE CONTENT DOCUMENTS</u>. If the Software can or will generate or create or modify PostScript programs called "Variable Content Documents" (VCD), any VCD generated by the Software is licensed on a per "licensed output device" basis (including, without limitation, printers, Adobe Acrobat Distiller, Aladdin Ghostscript, etc.). This means that any VCD generated by the Software can be used by any number of users as long as they use the VCD on only that single licensed output device. If you need to use the VCD on more than one output device, you must purchase additional licenses. In case of cluster printing systems (multiple print engines attached to a single Raster Image Processor (RIP)), each print engine needs to be licensed individually. Contact Objectif Lune for the applicable royalties payable and licensing terms for distribution of any VCD.
- **10.** ADDITIONAL LICENSE TERMS FOR OPTIMIZED POSTSCRIPT AND WINDOWS PRINTING OUTPUTS. Section 9 does not apply for the "Optimized PostScript Stream" or "Windows Printing" options available in PlanetPress Office and PlanetPress Production.
- 11. <u>TERM.</u> This license is effective until terminated. Objectif Lune has the right to terminate your license immediately if you fail to comply with any one of the terms of this Agreement. Upon termination, you must destroy the original and any copy of the Software and cease all use of all the trademarks mentioned herein.
- 12. <u>LIMITED WARRANTY</u>. Objectif Lune warrants that the Software media will be free from defects in materials and workmanship, for a period of ninety (90) days from the date of its purchase.

You must report all errors and return the Software to the location where you bought it with a copy of your receipt within such period to be eligible for warranty service.

Objectif Lune's and its suppliers' liability and the exclusive remedy shall be, at Objectif Lune's sole option, either (a) return of the price paid, or (b) repair or replacement of the Software if it does not meet Objectif Lune's Limited Warranty and if returned to Objectif Lune with a copy of your receipt. No warranty is given by Objectif Lune for and in the name of any of its suppliers.

DO NOT RETURN ANY PRODUCT UNTIL YOU HAVE CALLED THE OBJECTIF LUNE CUSTOMER CARE DEPARTMENT AND PREVIOUSLY OBTAINED A RETURN AUTHORIZATION NUMBER.

This Limited Warranty is void if failure of the Software media results from accident, abuse or misapplication. Any replacement of the Software media will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside Canada, neither these remedies nor any product support services offered by Objectif Lune are available without proof of purchase from a duly authorized non-Canadian source.

OBJECTIF LUNE DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. THIS LICENSE AGREEMENT STATES THE SOLE AND EXCLUSIVE REMEDIES FOR OBJECTIF LUNE'S BREACH OF WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR FITNESS FOR A PARTICULAR PURPOSE.

For further warranty information, you may contact your nearest Objectif Lune representative. Contact information can be found at www.objectiflune.com.

- 13. <u>LIMITATION OF LIABILITY</u>. IN NO EVENT SHALL OBJECTIF LUNE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE PROVISION OF OR THE FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF OBJECTIF LUNE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, OBJECTIF LUNE'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LICENSE AGREEMENT SHALL BE LIMITED TO THE GREATER OF: A) THE AMOUNT PAID FOR THE PURCHASE OF THE SOFTWARE OR B) CAD \$25.
- 14. <u>WARNING HIGH RISK ACTIVITIES</u>. THE SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE OR RESALE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS, WITHOUT LIMITATION, IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). OBJECTIF LUNE AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.
- 15. <u>GENERAL PROVISIONS</u>. This License Agreement may only be modified in writing by a duly authorized officer of Objectif Lune. If any or part of any provision of this License Agreement is, by final judgment, found void or unenforceable, the remainder shall remain valid and enforceable according to its terms. Even if any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages herein set forth shall remain in full force and effect.
- **16. GOVERNING LAW.** This License Agreement is governed by the laws in force in the Province of Québec (Canada) and parties hereby elect domicile in judicial district of Montréal, Québec, Canada. This Agreement is not governed by the United Nations Convention on Contracts for the International Sale of Goods (CISG), the application of which being expressly excluded.
- 17. <u>U.S. GOVERNMENT RESTRICTED RIGHTS</u>. If a Licensed Application is acquired under the terms of a proposal or agreement with the United States Government or any contractor therefor, the Licensed Application is subject to the following restricted rights notice: "This Software is commercial computer software provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, FAR 52.227-17 Alternate III (g)(3), or subparagraphs (c)(1) and (2) of the Commercial Computer Software -- Restricted Rights at 48 CFR 52.227-19, as applicable, and their successor provisions. Contractor/Manufacturer is Objectif Lune Inc., Montréal, Québec, Canada, H1V 2C8.
- 18. <u>U.S. EXPORT RULES</u>. 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 (collectively the "Export Laws"). In addition, if the Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen of or otherwise located within an embargoed nation (including, without limitation, Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea and Serbia) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this paragraph.
- **19. LANGUAGE.** The present document represents an English translation of the license contract. In the case of any discrepancy between this English version and the original French version, the latter French version prevails.