

# Software License Agreement

**IMPORTANT READ CAREFULLY:** This **Agreement** (as defined below) is a legal contract between **You** (as defined below) and **SA International Inc.** for Flexi, PhotoPrint, EnRoute, or PixelBlaster branded **Software** (as defined below).

This **Agreement** (as defined below) sets forth the terms and conditions for licensing of the **Software** from **SA International Inc.** and **You** (as defined below), and installing and using the **Software**. This **Agreement** applies to any (i) single-user license; (ii) multi-user license; and (iii) original equipment manufacturer (OEM) or Special Edition (SE) versions of the **Software** and other branded or customized versions unless otherwise agreed.

BY OPENING THE SEALED PACKAGE CONTAINING THE **SOFTWARE** OR DOWNLOADING THE **SOFTWARE** FROM AN AUTHORIZED ON-LINE SITE, OR OTHERWISE USING THE **SOFTWARE**, **YOU** AGREE THAT **YOU** HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF THIS **AGREEMENT** AND ANY THIRD PARTY LICENSE AGREEMENTS REFERRED TO HEREIN, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY, JURISDICTION, AND TERMINATION PROVISIONS BELOW. IF **YOU** DO NOT AGREE TO THE TERMS OF THIS **AGREEMENT**, DO NOT OPEN THE SOFTWARE PACKAGE, INSTALL, OR USE THE SOFTWARE APPLICATION. RETURN THE SOFTWARE WITH **YOUR** PURCHASE RECEIPT FOR A FULL REFUND. IF **YOU** PURCHASED AN AUTHORIZED DOWNLOADABLE VERSION OF THIS SOFTWARE, TERMINATE THE DOWNLOAD AND **YOU** WILL NOT BE DEBITED.

## DEFINED TERMS

**Acts** means the *Export Administration Act of 1979*, as amended, and the Export Administration Regulations issued thereunder.

**Agreement** means this End-User License Agreement, including any third-party licenses provided to **SA International Inc.** for use of the **Software**.

**Intellectual Property Rights** means, by way of example, but is not limited to, the following: rights in know-how, trademarks, copyrights, patents, patent applications (including reissues, renewals, continuations, continuations-in-part, or divisions of any patent or patent application, as appropriate), trade secrets, instructions, improvements, modifications, suggestions, proposals, programs, ideas, writings, and the like of any sort whatsoever, and any embodiment thereof including, but not limited to, computer programs, documentation, assembly and detailed drawings, plans, specifications, results of technical investigations and research, assembly, and parts manuals, artwork, software, programming, applets, scripts, designs, and any other proprietary information of or in connection with the **Software**.

**Information** means any type of data **You** provide to **SA International Inc.** in any form or manner in connection with: (i) the purchase of the license to use the **Software**, (ii) the registration of the license to use the **Software**; (iii) in connection with **Support Services**; or in any other communication between **You** and **SA International Inc.**

arising out of the use of the **Software** whether provided by **You** or the **Software** in any media and any form now known or hereafter existing. By its operation, the **Software** may provide data to **SA International Inc.** indicating the operation of hardware upon which or in connection with the **Software** may operate and the status, type, and use made of disposable materials in connection with the operation of the **Software**. Such data shall be included in the definition of **Information**.

**In Use** means that the **Software** is loaded onto either temporary (i.e., RAM) or permanent non-portable memory (e.g., a hard disk, a CD-ROM or other storage device) for that **Workstation** or other personal computer.

**Materials** means any applicable, associated documentation for use in connection with the **Software** as provided by **SA International Inc.** in any medium such as, by way of example, printed materials or **On-Line**.

**Network** means any electronic system for communicating to more than one **PC** and where such **PCs** are physically located in the same premises, except as expressly provided herein.

**On-Line** means communications by means of the Internet or World Wide Web.

**PC** means a personal computer.

**Software** means, separately or together, the above-identified computer software.

**Support Services** means any services which **SA International Inc.** determines to provide in its sole discretion to maintain the operation of the **Software**.

**You** or **Your** means you, any other entity on whose behalf you are acting, and anyone who you or such entity authorizes to use the **Program**.

## LICENSE TERMS

The **Software** is protected by the United States Copyright Law and International Treaties and other **Intellectual Property Rights**. The copyrights in the **Software** should be respected by **You** just as **You** would any other copyrighted material, such as a book.

**You** may make one (1) copy, in machine readable form only, of each registered copy of the **Software**; provided that each such copy is used solely for backup purposes (i.e., for the purpose of reinstalling the **Software**). As an express condition of this **Agreement**, if **You** make such a copy, a condition of making that copy is that **You** shall reproduce and place on any such copy **SA International Inc.**'s copyright notice and any proprietary legends as set forth on or in connection with the original copy or as appears or may appear on any **On-Line** site maintained for that purpose by **SA International Inc.** The right to make a backup does not extend to any **Materials**.

**You** may transfer **Your** registered copy of the **Software**, but only with the assignment of all of **Your** rights and obligations under this **Agreement**, to another person or entity and only accompanied by a copy of this **Agreement** and only the original **Material** accompanying the **Software**. To make this transfer **You** and the party obtaining the **Software** shall each first give **SA International Inc.** written or **On-Line** notice of the transfer which must include that the person or entity has read, understands, agrees, and accepts the terms and conditions of this **Agreement** and further provided that **You** retain no copies of the **Software** or the **Materials**.

Except as expressly provided in this **Agreement**, **SA International Inc.** does not grant **You** any rights to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights, franchises, or licenses in respect of the **Software**. You will not adapt or use any trademark or trade name which is likely to be similar to or confusing with those of **SA International Inc.** or any of its suppliers or licensors or take any other action which impairs or reduces the trademark rights of **SA International Inc.** or its suppliers or licensors.

**Single-User License.** If you have purchased a single-user license of the **Software**, you are, by this purchase, granted a limited non-exclusive license to use the **Software**. If not already installed on a **PC** you may install the copy on that one (1) **PC**. You may access and use the **Software** on that **PC** only.

If you are a private business, rather than an individual, authorized personnel associated with the business may use the **Software**, but only one (1) person at a time and on that one (1) **PC**.

For your registered copy of the **Software** you may make one (1) backup copy which is restricted to your individual use, for backup purposes only, and only for so long as the **Software** is installed on one (1) **PC**.

**Multi-User License.** If you purchased a multi-user license, you are granted a limited non-exclusive license to (i) use the **Software** on the number of **PCs** corresponding to the number licenses purchased (but only one (1) person may use the **Software** on one (1) licensed **PC**) and only where all such **PCs** are owned by you, (ii) make the **Software** accessible through the **Network** so that each licensed **PC** may use the **Software**, and (iii) make a backup copy of the **Software** for each license you have purchased. You may store, install, and access the registered network version of the **Software** via the **Network**, and only for each licensed **PC** that will or may access the **Software**. For example, if you wish to have five (5) different **PCs** (counting the server) access the **Software** on the **Network**, each **PC** must have its own paid-up license, regardless of whether or not any of the **PCs** use the **Software** at different times or at the same time.

You may use **On-Line** communications to operate the **Software** subject to the above terms and conditions and further provided that you own each **PC** and that each **PC** has its own paid-up license. For example, if you are communicating by means of a **PC On-Line** to another **PC**, each **PC** accessing the **Software** must have its own paid-up license.

Except as expressly provided herein, it is prohibited to give any copy of the **Software** to someone who has not purchased a license from **SA International Inc.**; to disclose interfaces to the **Software**, or to duplicate or distribute the **Software** by any other means including electronic transmission.

## UNAUTHORIZED DISTRIBUTION

The **Software** is protected by copyright and also contains trade secrets owned by **SA International Inc.** You shall **NOT** distribute copies of the **Software** to others or

electronically transfer the **Software** from one **PC** to another over a **Network**, except as expressly provided in this **Agreement**. You shall not modify, adapt, transfer, rent, lease, loan, resell for profit, or distribute the **Software**, nor shall you decompile, reverse engineer, disassemble and/or otherwise reduce the **Software** to a human-perceivable form or create derivative works based upon the **Software** or any part thereof..

## **SUPPORT SERVICES**

Use by you of **Support Services** is governed by **SA International Inc.**'s policies and programs described in the user manual, in documentation made available **On-Line**, and/or in other **SA International Inc.**-provided materials. Any supplemental software code provided to you as part of the **Support Services** shall be considered part of the **Software** and subject to the terms and conditions of this **Agreement**.

## **INFORMATION**

**You** expressly agree that **SA International Inc.** may use **Information** in its business, including for product support and development. **You** agree that **SA International Inc.**'s use of the **Information** is unrestricted and non-confidential and **You** automatically grant **SA International Inc.**, its successors and assigns, a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license in all **Intellectual Property Rights** in the **Information**, which includes the unrestricted right to use the **Information** in any way **SA International Inc.** wishes, including, by way of example and without limitation, to sublicense, copy, transmit, distribute, create derivative works, display and perform. **You** expressly waive any claim to a right of publicity or right of privacy or moral rights in such **Information**.

## **TERMINATION**

Without prejudice to any other rights, **SA International Inc.** may terminate the **Agreement** if you fail to comply with any of its terms and conditions or if you violate **SA International Inc.** "Acceptable Use Policy" which is posted upon **SA International Inc.** at [www.saintl.biz](http://www.saintl.biz), or such other internet-accessible location as **SA International Inc.** may determine at its discretion. In such event, you shall destroy all copies of the **Software** (including all of its component parts) and **Materials**. **SA International Inc.** may suspend or deactivate your use of the **Software** with or without notice. **SA International Inc.** reserves the right to discontinue all support for the **Software**. **SA International Inc.** will endeavor to notify you of any such discontinuance of such support but assumes no obligation to do so. From time-to-time **SA International Inc.** may change the terms and conditions of this **Agreement**. Your continued use of the **Software** indicates your agreement to any such changes.

## GOVERNING LAW AND JURISDICTION

The **Agreement** shall be governed by the laws of the State of Utah and jurisdiction for any dispute, except as expressly provided herein, shall be exclusively within the courts located within the State of Utah.

## ARBITRATION

Any dispute arising directly or indirectly under **Agreement** may, at **SA International Inc.**'s sole and exclusive discretion, be submitted to, and settled by arbitration by at least one (1) arbitrator. The arbitration shall be conducted in accordance with the rules for conducting arbitration by an organization previously established for conducting arbitration, which arbitration shall take place in Murray, Utah, or such other location in Utah as may be chosen by **SA International Inc.** Each arbitrator shall strictly apply Utah law, the Federal Rules of Evidence and the terms of this **Agreement** and shall have no power to strike, amend, or modify said terms. Any such proceeding shall, at the exclusive discretion of **SA International Inc.** be held in confidence by all parties and witnesses. The judgment or the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof and there shall be no trial de novo. At the sole discretion of **SA International Inc.** the arbitrator(s) may have equitable powers including the right to issue temporary restraining orders and preliminary injunctions.

## PROPRIETARY RIGHTS

All right, title, and interest in and to the **Intellectual Property Rights** in the **Software** (including, without limitation, any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the **Software** ), the **Materials**, and any copies of the **Software** are owned by **SA International Inc.** except that which is owned by its suppliers or licensors. Use of any **Intellectual Property Rights** is restricted to the rights expressly licensed herein and none other are granted/

## DISCLAIMER OF WARRANTY

THE **SOFTWARE** IS PROVIDED "AS IS." **SA INTERNATIONAL INC.** AND ITS SUPPLIERS AND ITS LICENSORS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR SUCH FILES. **SA INTERNATIONAL INC.** AND ITS SUPPLIERS AND LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO TITLE OR INFRINGEMENT OF THIRD-PARTY RIGHTS, INCLUDING, BUT NOT LIMITED TO RIGHTS IN **INTELLECTUAL PROPERTY RIGHTS**, AND MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

IN NO EVENT SHALL **SA INTERNATIONAL INC.** OR ITS SUPPLIERS OR LICENSORS BE LIABLE TO YOU FOR LOST DATA, LOST PROFITS, COST OF COVER OR OTHER ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, EVEN IF A REPRESENTATIVE OF **SA INTERNATIONAL INC.** HAS BEEN ADVISED BY YOU OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY ANY THIRD PARTY.

These limitations apply even if **SA International Inc.** or an authorized dealer or distributor has been advised by you of the possibility of such damage. **SA International Inc.** does not warrant any drivers for plotting, scanning or other devices. Drivers are provided to you as a service only, and were developed using information provided to us at the time by equipment manufacturers.

**SA International Inc.** is not responsible for any typographical errors in the *Software* or *Materials*.

**SA International Inc.** intends to maintain *Information* in accordance with **SA International Inc.**'s understanding of industry practices but assumes no responsibility or liability in connection therewith.

This *Agreement* sets forth **SA International Inc.**'s entire liability and your exclusive remedy with respect to the *Software* and the use thereof.

This *Agreement* does not limit any rights that **SA International Inc.** may have under trade secret, copyright, patent, trademark, or other laws. No representative of **SA International Inc.** is authorized to make any modification to this *Agreement*, or make any additional representations, commitments, or warranties binding upon **SA International Inc.**

## INTEGRATION

This *Agreement* constitutes the full and complete agreement between the parties with respect to the within subject matter and supersedes all prior negotiations and agreements (whether written or oral) between the parties.

## DEFINITIONS AND HEADINGS

The definitions provided herein are referred to herein by bold and italicization throughout this *Agreement*. The definitions of such terms are understood to be applicable to both singular and plural uses of such defined terms.

The titles of this *Agreement* are inserted for convenience only and shall not be construed as limiting in any manner.

## AMENDMENTS

No amendment or modification of this *Agreement* shall be valid or binding unless the same shall be made in writing and signed on behalf of each party.

## WAIVER

The failure to enforce any of the terms and conditions of this **Agreement** by **SA International Inc.** shall not be deemed a waiver of any other right or privilege under this **Agreement** or a waiver of the right to thereafter claim damages for any deficiencies resulting from any misrepresentation, breach of warranty, or nonfulfillment of any obligation.

In order for there to be a waiver of any term or condition of this **Agreement**, such waiver must be in writing and signed by the party making such waiver.

## SEVERABILITY

If any provision of the **Agreement** is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this **Agreement** shall remain valid and enforceable according to its terms. Without limiting the foregoing, it is expressly understood and agreed that each and every provision of this **Agreement** that provides for a limitation of liability, disclaimer of warranties, indemnification or exclusion of damages or other remedies is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages or other remedies set forth herein shall remain in effect.

## GOVERNMENT REGULATIONS

If you are a U.S. Government end-user, this **Agreement** conveys only "RESTRICTED RIGHTS," and its use, disclosure, and duplication are subject to Federal Acquisition Regulations, 52.227-7013(C) (1) (ii).

## EXPORT REGULATIONS

Notwithstanding the location of any **PC** herein, **You** represent and warrant that, as required by the **Acts** that, unless **You** obtain prior authorization from the United States Office of Export Administration, **You** will not knowingly re-export, directly or indirectly, nor knowingly allow any other person or entity to re-export, the **Software** supplied for any purpose to any of the countries to which such re-exports are prohibited. **Your** obligation hereunder is subject to the **Act**, which obligation shall survive the expiration or termination of this **Agreement** so long as the relevant **Act** remain in effect.

## ATTORNEY'S FEES

Should **SA International Inc.** prevail in any lawsuit, action, or proceeding in contract, tort, or otherwise which arises out of or related to this **Agreement**, **SA International Inc.** shall be entitled to recover all of its costs and expenses including, without limitation, its reasonable attorneys' fees incurred in connection with such lawsuit, action, or proceeding, including any appeal of such lawsuit, action, or proceeding.

## **SALES ACROSS INTERNATIONAL BOUNDARIES**

As between the parties hereto, and in the sale and delivery of any goods, the United Nations convention related to the sale of goods shall not apply to any sale of goods deemed to arise under in this or any other agreement between the parties.

© Copyright 2011 by **SA International Inc.**, All rights reserved. No part of this publication may be reproduced, stored in a retrieval system or transmitted, in any form or by any means, electronic, mechanical, photocopy, recording or otherwise, without the prior written permission of the publisher. Printed in the United States of America. The information in this manual is subject to change without notice and does not represent a commitment on the part of **SA International Inc.**

The names of actual companies and products mentioned in the **Software** may be the trademarks of their respective owners or their subsidiaries or affiliates and may be registered in certain jurisdictions.