

## SIP PRINT MASTER END USER LICENSE AGREEMENT

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### 1. DEFINITIONS

1.1 “Documentation” means, collectively, the operation instructions, release notes, user manuals and/or help files for the software, appliance and/or hardware in electronic or written form.

1.2 “Guest Operating Systems” means instances of third-party operating systems licensed separately by You and installed to interoperate with SIP Print Software, appliance and/or hardware.

1.3 “Software, appliance and/or hardware” means software, appliance and/or hardware products that are licensed to You under this EULA, including, but not limited to, any related components purchased or provided with the software, appliance and/or hardware, Documentation, and any maintenance releases thereto.

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1.5 “Open Source software, appliance and/or hardware” means various software, appliance and/or hardware components including open source software, appliance and/or hardware, that may be part of the software, appliance and/or hardware, each licensed to You under its own applicable license terms and conditions, which can be found in the Documentation.

## 2. GRANT AND USE RIGHTS FOR SOFTWARE, APPLIANCE AND/OR HARDWARE

2.1 License Grant. The software, appliance and/or hardware is licensed, not sold. Subject to the terms of this EULA, SIP Print grants You a non-exclusive, non-transferable license, without rights to sublicense, to use the software, appliance and/or hardware in the country where You are invoiced in accordance with the Documentation and the SIP Print license model (per device, per processor, per server, per single user, or any other SIP Print approved license model) specified in Section 8 of this EULA for which You have paid the applicable license fees. If You were invoiced in the European Union for the software, appliance and/or hardware, You may use that software, appliance and/or hardware in any of the European Union member states. You may allow third party consultants or contractors to access and use the software, appliance and/or hardware on Your behalf solely for Your internal business operations, provided, they are bound by an agreement with You protecting SIP Print’s intellectual property with terms no less stringent than this EULA and You ensure that such third party use of the software, appliance and/or hardware complies with the terms of this EULA. You may not make copies of the software, appliance and/or hardware for archival purpose or any other purpose.. If You upgrade or exchange the software, appliance and/or hardware from a previous validly licensed version, You must cease use of the prior version of that software, appliance and/or hardware. You agree to provide written certification of destruction of the previous version of the software, appliance and/or hardware upon SIP Print’s request.

2.2 Restrictions. Except as expressly permitted by this EULA or by applicable law, You may not (i) sell, lease, assign, license, sublicense, distribute or otherwise transfer in whole or in part the software, appliance

and/or hardware; (ii) permit any use of or access to the software, appliance and/or hardware by any third party, (iii) operate the software, appliance and/or hardware on behalf of or for the benefit of any third party, including the operation of any service that is accessed by a third party, except that, for the purposes of this Section 2.2(iii), You may use the software, appliance and/or hardware to deliver hosted services to Your affiliates that are directly or indirectly controlled by, or are under common control with You.

“Control” in this Section 2.2(iii) means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the relevant entity; (iv) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the software, appliance and/or hardware; (v) modify or create derivative works based upon the software, appliance and/or hardware; or (vi) create, develop, license, install, use, or deploy any software, appliance and/or hardware or services to circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions in the software, appliance and/or hardware. If You wish to exercise any rights to reverse engineer to ensure interoperability in accordance with applicable law, You must first provide SIP Print with written notice and all reasonably requested information to [info@SIP Print.com](mailto:info@SIP Print.com) within 30 days and permit SIP Print to assess your claim and, at SIP Print’s sole discretion, to make an offer to provide alternatives that reduce any adverse impact on SIP Print’s intellectual property or other rights.

**2.3 Benchmarking.** You may use the software, appliance and/or hardware to conduct internal performance testing and benchmarking studies, the results of which only You may publish or publicly disseminate, provided that SIP Print has reviewed and approved of the methodology, assumptions and other parameters of your testing and studies. Please contact SIP Print at [support@SIP Print.com](mailto:support@SIP Print.com) to request such review.

**2.4 Third-party software, appliance and/or hardware.** You are responsible for separately obtaining and complying with any licenses necessary to operate third-party software, appliance and/or hardware, including but not limited to, Guest Operating Systems and application programs which interoperate with SIP Print software, appliance and/or hardware.

**2.5 Data Collection and Privacy.** You agree that SIP Print may collect, use, store and transmit technical and related information about your use of the software, appliance and/or hardware which may include internet protocol

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**2.6 Audit Rights.** During the term of this EULA and for two (2) years after termination or expiration of the EULA or support and subscription services for the applicable software, appliance and/or hardware has expired, You agree to maintain accurate records as to your installation and use of the software, appliance and/or hardware, sufficient to provide evidence of compliance with the terms of this EULA. SIP Print, or an independent third party designated by SIP Print, may audit, upon written notice to You, your books, records, and computing devices to determine your compliance with this EULA and your payment of the applicable license and support services fees, if any, for the software, appliance and/or hardware. SIP Print may conduct no more than one (1) audit in any twelve (12) month period. In the event that any such audit reveals an underpayment by You of more than five percent (5%) of the license amounts due to SIP Print in the period being audited, or that You have breached any term of the EULA, then, in addition to paying to SIP Print any underpayments for software, appliance and/or hardware licenses and Support and Subscription (“SnS”) fees and any other remedies SIP Print may have, You will promptly pay to SIP Print the audit costs incurred by SIP Print.

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## 6. LIMITED WARRANTY AND LIMITATION OF LIABILITY

6.1 **Limited Warranty.** SIP Print warrants that (i) the physical media, if any, on which the software, appliance and/or hardware is delivered will be free of defects in materials and workmanship; and (ii) that the software, appliance and/or hardware will substantially conform to the functional description set forth in the standard Documentation accompanying the software, appliance and/or hardware for a period of 90 days after the date of delivery of the software, appliance and/or hardware License Key to You (“Warranty Period”). If the physical media is defective and is returned to SIP Print within the Warranty Period, your exclusive remedy will be SIP Print’s option to repair or replace the defective physical media. To return the defective physical media, send an email to sales@SIP Print.com to request a return authorization number. If during the Warranty Period the software, appliance and/or hardware does not substantially conform to the functional description set forth in the Documentation, your exclusive remedy will be that SIP Print shall, at its sole option, correct the defects in the software, appliance and/or hardware or refund the license fees You paid, if any, for the software, appliance and/or hardware provided that (i) the software, appliance and/or hardware has been properly installed and used at all times and in accordance with the Documentation; (ii) no modification, deletion or addition has been made to the software, appliance and/or hardware by persons other than SIP Print or its authorized representative; and (iii) SIP Print receives written notice of the non-conformity within the Warranty Period. **EXCEPT FOR THE PRECEDING EXPRESS LIMITED WARRANTY, TO THE MAXIMUM EXTENT MANDATED BY LAW, SIP PRINT AND ITS LICENSORS PROVIDE THE SOFTWARE, APPLIANCE AND/OR HARDWARE WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS EULA OR COMMUNICATION WITH**

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7.2 Headings. Headings under this EULA are intended only for convenience and shall not affect the interpretation of this EULA.

7.3 Waiver and Modification. No failure of either party to exercise or enforce any of its rights under this EULA will act as a waiver of those rights. This EULA may only be modified, or any rights under it waived, by a written agreement executed by the party against which it is asserted.

7.4 Severability. If any provision of this EULA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this EULA will not be affected.

7.5 Export Controls. The software, appliance and/or hardware is of United States origin and is provided subject to the U.S. Export Administration Regulations. Diversion contrary to U.S. law is prohibited. Without limiting the foregoing, you agree that (1) you are not, and are not acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of, Cuba, Iran, North Korea, Sudan, or Syria, or any other country to which the United States has prohibited export transactions; (2) you are not, and are not acting on behalf of, any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (3) you will not use the software, appliance and/or hardware for, and will not permit the software, appliance and/or hardware to be used for, any purposes prohibited by law, including, without limitation, for any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons.

7.6 U.S. Government Restricted Rights. The software, appliance and/or hardware and Documentation are deemed to be “commercial computer software, appliance and/or hardware” and “commercial computer software, appliance and/or hardware documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display, or disclosure of the software, appliance and/or hardware by the U.S. Government shall be governed solely by the terms of this EULA.

7.7 Governing Law. This EULA is governed by the laws of the State of California, United States of America, unless mandated by other law. The United Nations Convention for the International Sale of Goods shall not apply.

7.8 Contact Information. Please direct legal notices or other correspondence to SIP PRINT, LLC 1772-J Avenida De Los Arboles  
Thousand Oaks, CA 91362 Phone: (866) 655-3555, United States of America. If You have any questions concerning this EULA, please send an email to [info@SIPPrint.com](mailto:info@SIPPrint.com).

**8. SOFTWARE, APPLIANCE AND/OR HARDWARE-SPECIFIC TERMS AND CONDITIONS.** In addition to the above sections, the software, appliance and/or hardware is subject to the following terms and conditions. In the event of any conflict between the software, appliance and/or hardware-specific terms and conditions and sections 1-7 of the EULA, the software, appliance and/or hardware-specific terms and conditions shall control.

#### SIP Print Workstation

You may install and use the software, appliance and/or hardware on a number of systems equal to the number of licenses purchased. Installing and running a single license of the software, appliance and/or hardware on multiple systems is prohibited even if the systems are not running the software, appliance and/or hardware concurrently.

#### Limited support and subscription services.

Unless You have purchased additional SIP Print support and subscription services for the software, appliance and/or hardware, SIP Print will provide you with limited web-based support services for the software, appliance and/or hardware for a period of thirty (30) days after the date of purchase.

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#### Application Programming Interface (APIs)

The APIs are provided for your personal use solely for the purpose of creating software, appliance and/or hardware that communicates with SIP Print software, appliance and/or hardware (“Developer software, appliance and/or hardware”). You agree to defend, indemnify and hold harmless SIP

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You will not (1) use the APIs to create, design or develop anything other than Developer software, appliance and/or hardware; (2) make any more copies of the APIs than are reasonably necessary for the authorized use and backup and archival purposes; (3) modify, create derivative works of, reverse engineer, reverse compile, or disassemble the APIs, except that you may modify and create derivative works of, and distribute any code provided in the APIs that is designated by SIP Print in the APIs documentation as "distributable code" solely as part of your Developer software, appliance and/or hardware; (4) distribute, sell, lease, rent, lend, or sublicense any part of the APIs to any third party except as designated herein and as necessary to distribute Developer software, appliance and/or hardware or; (5) use the APIs to (a) create, design or develop software, appliance and/or hardware or services to circumvent, enable, modify or provide access, permissions or rights which would violate the technical restrictions of SIP Print software, appliance and/or hardware, any additional licensing terms provided by SIP Print via product documentation, email notification and/or policy change on SIP Print website, and/or the terms of the End User License Agreements of SIP Print products; (b) disable, remove, over-ride or modify the display of any SIP Print product End User License Agreements to the end customers; or (c) upload or otherwise transmit any material containing software, appliance and/or hardware viruses or other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any software, appliance and/or hardware or hardware.

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You are not, and are not acting on behalf of, any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List.

You will not use the software, appliance and/or hardware for, and will not permit the software, appliance and/or hardware to be used for, any purposes prohibited by law, including, without limitation, for the development, design, manufacture or production of missiles or nuclear, chemical or biological weapons.