

Mapsoft Computer Services Limited
End User License Agreement
Permitted Number of Computers 1 Computer
Permitted Number of Users 100

THIS IS A CONTRACT. BY INDICATING YOUR ACCEPTANCE BELOW YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This End User License agreement is between Mapsoft Computer Services "Mapsoft", a corporation in the United Kingdom having a principal place of business at 5 Victoria Place, The Promenade, Kingsbridge, Devon, TQ7 1JG United Kingdom (Licensor) and

YOU ARE THE (Licensee)

WHEREAS:

Licensor has developed certain software for the modification of electronic documents ("Software") and has the rights to distribute software which Licensee wishes to license.

NOW THEREFORE, the parties hereby agree as follows:

1. Definitions. The following terms shall have a defined meaning as used in this Agreement

"Software" This term means the software product delivered to the end user by Mapsoft. This term shall also include any upgrades, modified versions, updates, additions, and copies of the Software licensed to you by Mapsoft.

"Adobe Technology" means the Adobe PDF Library technology.

"Documentation" means any copy, version or translation, in whole or in part, of Mapsoft's documentation for the Software, including but not limited to any Adobe or Datalogics documentation for the Adobe Technology, whether in printed manual or on-line or any other format.

"End User" means a licensee of the Software who acquires such product for use rather than distribution or resale.

"End User License Agreement", "Agreement" means Licensee's end user license agreement for the Software.

"PDF" means Portable Document Format, the electronic file format for documents, invented by Adobe Systems Incorporated.

"Trademarks" means the Mapsoft, Datalogics, Adobe and other trademarks

"Trademark Owners" means the owner of trademarks specified in Section 13.

This Mapsoft Computer Services Ltd ("Mapsoft") End User License Agreement accompanies any Mapsoft software product ("Software") and related explanatory written materials ("Documentation"). The term 'Software' shall also include any upgrades, modified versions, updates, additions, and copies of the Software licensed to you by Mapsoft. This copy of the Software is licensed to you as the end user or your employer or another third party authorized to permit your use of the Software. 'You' as used in the remainder of this License Agreement refers to the licensee. Mapsoft may have a written

agreement with the licensee that varies some of the terms of this Agreement. The licensee must read this Agreement carefully before indicating acceptance at the end of the text of this Agreement. If you are the licensee and you do not agree with the terms and conditions of this Agreement, decline where instructed, and you will not be able to use the Software.

Mapsoft grants to you a nonexclusive license to use the Software and Documentation, provided that you agree to the following:

2. Use of the Software.

You may: Install the Software in a single location on a hard disk or other storage device of up to the number of computers indicated in the top of this Agreement. Provided the Software is configured for network use, install and use the Software on a single file server for use on a single local area network for either (but not both) of the following purposes:

(1) permanent installation onto a hard disk or other storage device of up to the Permitted Number of Users; or

(2) use of the Software over such network, provided the number of different computers on which the Software is used does not exceed the Permitted Number of Users. For example, if there are 1000 computers connected to the server, with no more than 200 computers ever using the Software concurrently, but the Software will be used on 300 different computers at various times, the Permitted Number of Users for which you need a license is 300. Make one backup copy of the Software, provided your backup copy is not installed or used on any computer.

3. Term and Termination.

The term of this Agreement shall be three (3) years from the effective date, subject to cancellation in accordance with the Termination section of this agreement. The Agreement shall automatically renew for successive one year periods unless otherwise terminated in writing by either party with 60 days or greater notice in advance of the anniversary date of execution.

4. Payment, Reporting and Royalties.

(a) Payment Terms. All payments due under this Agreement shall be paid in Pound Sterling unless another currency is specified. Licensor reserves the right to add a late charge not exceeding 1.5% per month, or fraction thereof, for failure to make a payment within thirty (30) days of the due date. Such late charges shall be calculated from the due date to the date the payment is received.

(b) Disputed Invoices. If Licensee notifies Licensor of a dispute relating to an invoice, in writing to the party identified in the Notices section of this Agreement, both parties agree to work in good faith to resolve the dispute. Late charges will not be assessed on any such disputed invoice. However, Licensor shall not be required to provide any services or to furnish any deliverable during a period of time in which Licensee is in default of its payment obligations to Licensor.

(c) Payment of License Fees and Support and Maintenance Fees. Software License Fees, and Maintenance and Support Fees will be invoiced upon shipment of Software to Licensee. Subsequent year Maintenance and

Support Fees will be invoiced on the anniversary date of this Agreement until the Agreement is terminated.

(d) Taxes. Prices and fees for products and services are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future and, therefore, prices are subject to an increase equal in amount to any tax, including interest and penalties, Licensor may be required to collect or pay upon the sale or delivery of items purchased or licensed. If a certificate of exemption or similar document or proceeding is to be made in order to exempt the sale or services provided from such tax liability, the Licensee will pursue and obtain such certificate, document or proceeding. Licensee shall not be responsible for taxes imposed on Licensor' net income or measured by such income.

6. Copyright. The Software is owned by Mapsoft and its suppliers, and its structure, organization and code are the valuable trade secrets of Mapsoft and its suppliers. The Software is also protected by United Kingdom Copyright Law and International Treaty provisions. You must treat the Software just as you would any other copyrighted material, such as a book. You may not copy the Software or the Documentation, except as set forth in the 'Use of the Software' section. Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. 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.

7. Transfer. You may not rent, lease, sublicense or lend the Software or Documentation. You may, however, transfer all your rights to use the Software to another person or legal entity provided that you transfer this Agreement, the Software, including all copies, updates and prior versions, and all Documentation to such person or entity and that you retain no copies, including copies stored on a computer.

8. Multiple Environment Software/Multiple Language Software/Dual Media Software/Multiple Copies. If the Software includes, or, in connection with the acquisition of the Software you receive, two or more operating environment versions of the Software (e.g. Macintosh® and Windows), 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, the total aggregate number of computers on which all versions of the Software are used may not exceed the Permitted Number of Computers. 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.

9. Limited Warranty. Mapsoft warrants to you that the Software will perform substantially in accordance with the Documentation for the ninety (90) 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 along with a copy of your sales receipt within such ninety (90) 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 Mapsoft's option, the replacement of the Software or the refund of the license fee you paid for the Software. MAPSOFT 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 MAPSOFT'S OR ITS SUPPLIERS' BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, MAPSOFT AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL MAPSOFT OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN MAPSOFT REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or 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 are limited to ninety (90) days. This warranty gives you specific legal rights. You may have other rights which vary from state to state or jurisdiction to jurisdiction. For further warranty information, please contact Mapsoft's Customer Support Department.

10. Governing Law and General Provisions. This Agreement will be governed by the laws in force in the UK 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 UK Export Restrictions or 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, 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 Agreement. This Agreement shall automatically terminate upon failure by you to comply with its terms. This Agreement may only be modified in writing signed by an authorized officer of Mapsoft.

11. Termination.

(a) With Cause.

(i) Licensor may terminate the Agreement upon thirty (30) days written notice of a material breach of this

Agreement if such breach is not cured within such thirty (30) day period.

(ii) Notwithstanding the above, Licensor may terminate this Agreement immediately, upon written notice,

for material breach, or if Licensee shall become insolvent or fail to pay its obligations as they arise or upon any proceeding being commenced by or against Licensee under any law providing relief to Licensee as debtor.

(b) Rights Upon Termination. Upon expiration or termination of this Agreement:

(i) Licensee shall immediately discontinue use of the Software and the related Documentation.

(ii) Licensee shall return or destroy all copies of the Adobe Technology and Documentation and, upon request, certify such destruction;

(iii) The payment date of all monies due Licensor shall automatically be accelerated so that they shall become due and payable on the effective date of termination, even if longer terms had been provided previously.

12. Notices. Any written notice required under this Agreement shall be deemed to be sufficiently given to the addressee and any delivery hereunder deemed made three (3) days after sent by certified mail addressed to the addressee at his office specified below or in this Agreement. Each party may change an address relating to it by written notice to the other party.

The address of Licensor:

Attention: Managing Director

Mapsoft Computer Services

5 Victoria Place, The Promenade, Kingsbridge, Devon, TQ7 1JG United Kingdom

12. General Provisions.

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. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer.

13. Mapsoft is a trademark of Mapsoft Computer Services Ltd which may be registered in certain jurisdictions. Macintosh is a registered trademark of Apple Computer, Inc. Windows is a trademark of Microsoft Corporation. Adobe and Adobe PDF Library are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

Mapsoft Computer Services Limited
Software Maintenance And Support Agreement

Subject to the Terms and Conditions in the End User License Agreement, Licensor agrees to provide and Licensee agrees to accept the Software Maintenance and Software Support services for the Software. A description of the services available to the Licensee is provided below.

1. Definitions

"New Release" is a major release of the Software with substantially similar functionality to that purchased.

"Defect" means a variance in action by the software from the documentation. It is considered a priority one defect if the Licensee has no workaround and production is halted. A priority two defect means that a variance exists but a workaround is possible. A priority three defect is a minor issue not interfering with production at the Licensee site.

2. Software Maintenance and Support Services. Software Maintenance and Support Services must be purchased for all Software that is licensed to Licensee. Licensee will receive all new releases of the software and documentation updates for the platform on which the Software was licensed while the Software is covered by this Agreement. New releases generally include enhancements to the Software, as well as repair for high priority (levels one and two) defects. For reporting errors, Licensee agrees to provide Licensor with the necessary supporting data to isolate the defect and provide for its repair or work around. The supporting data shall include a description of the problem, identification of the platform and operating system on which the problem occurred, a copy of the input which caused the defect to be discovered, a copy of the format file being used when the defect was discovered, and any machine dumps which resulted from the defect. Errors may be reported by postal mail, electronic mail or FAX to the address specified by Licensor or by calling the Licensor hot line. Licensor will make reasonable efforts to issue emergency updates to the Software outside the normal release schedule to repair priority one defects in the Software. In the normal course of events, priority two and three defects may be repaired in subsequent releases. Licensee will receive Software Support Services for the Software for which Licensor will use its best efforts to provide under two-hour telephone response to priority one defects during hot line hours. Hot line hours are nonholiday weekdays from 0800 hours to 1700 hours Greenwich Mean Time. Out of hours requests should be submitted via electronic mail and will be addressed on the next business day.

3. Certain Responsibilities. Licensor will only be responsible for maintenance of the Software on older versions of an operating system for a period of 6 months after the general availability of a new version of that operating system. If at any time Licensor experiences problems with a new operating system release, Licensor will inform Licensee of the potential for problems with the latest release so that Licensee can defer updating the operating environment until the problems are resolved.

4. Communications Responsibility and Costs. Licensee will be responsible for providing network access to Licensee's site to facilitate problem identification and resolution. The costs of any modem or Internet connection at Licensee site and the associated telephone equipment and line usage charges shall be the responsibility of Licensee. Any access by Licensor to Licensee's site shall be subject to prior approval of Licensee in each case, and such access will be solely for the purpose authorized by Licensee.

5. Charges and Billing. Charges for Software Maintenance and Support Service shall be in accordance with that agreed, and the End User License Agreement.

6. Out of Pocket Expenses. Licensee shall reimburse Licensor at cost for any reasonable out-of-pocket expenses incurred for on-site services, requested and authorized in advance by Licensee, including travel to and from the Licensee site, lodging, meals and communication expenses.

7. Proprietary Rights. Any changes, additions, and enhancements in the form of new or partial programs or documentation as may be provided under this Agreement shall remain proprietary property of Licensor or Adobe and shall be subject to the terms of the End User License Agreement for the Software.

8. Term. The term of this Agreement shall be concurrent with the related End User License Agreement. The terms and conditions associated with the extension of Maintenance and Support Services after termination are defined in the End User License Agreement.

9. Entire Agreement. This document supersedes all prior agreements between the parties relating to Software Maintenance and Support. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party.