

END USER LICENSE AGREEMENT

This End User License Agreement is between GRAVOTECH MARKING SAS, a French Company with its principal place of business at 446 Rue des Mercières, Z.I. PERICA, 69140 Rillieux-La-Pape, France (hereinafter "Company") and the legal entity purchasing License(s) under the Agreement (hereinafter "Licensee"). Hereinafter referred to as the "Party(ies)".

Company provides Licensed Programs under several Brands. Licensee may order Licenses for any Licensed Programs, whose conditions are hereinafter defined. To the extent that the Licensed Programs have been ordered by Licensee under a Quote issued by a Reseller, as defined hereunder, then the Agreement is made by and among Licensee, Company and such Reseller. Each Party acts exclusively in its own name and on its own behalf with respect to the rights and obligations set below.

GENERAL TERMS

The Parties agree as follows:

1. DEFINITIONS

1.1. Agreement means the present End User License Agreement, which is comprised of, in order of precedence: (i) these General Terms, (ii) any eventual Appendices (iii) the Quote if any pursuant to which Licensee placed its order with Company or Reseller, as applicable or order confirmation and (iv) Company's General Terms and Conditions.

1.2. ALC means Annual License Charge as defined in Article 4 which may be compulsory to use some Licensed Program (e.g. Type 3 CAA Catia).

1.3. Anniversary Date means, in relation to the License, the anniversary date of (i) the date set by Company or Reseller as applicable, pursuant to Article 4, or, if not existing (ii) the corresponding Effective Date of the License.

1.4. Appendix means an appendix to these General Terms containing additional or different terms and conditions relating to Licensed Program of the identified Brand or product range.

1.5. Authentication Key means a way of granting access which is contained either in a dongle (hardlock USB key) or in a soft lock key .

1.6. Brand means a brand, trade name, service mark or trademark under which Company markets a set of Licensed Programs.

1.7. Build a periodic delivery of a Licensed Program which mainly includes the correction of Error(s) for a given version, if and when generally made available to the market and possibly minor software features enhancements.

1.8. Cloud means any Third-Party Cloud system (i.e network access to a shared pool of configurable computing resources and data (servers, storage, network, applications and services) used or provided via Company during or in the view of the execution of the Licensed Program. Licensee shall remain the sole owner, and liable, of its own data while using Cloud. When accepting to use the Cloud service, Licensee undertakes to comply with Third-Party's applicable terms and conditions including privacy policies.

1.9. Documentation means at any time, the current user documentation in any form or media as made available by Company for use in connection with Licensed Program, including notably hardware and software configuration requirements.

1.10. Effective Date means the date on which the Licensed Program and related Authentication Key have been made available to Licensee.

1.11. Equipment means any Gravotech Group's engraving, marking and coding, prototyping, traceability machines provided to Licensee on which Licensed Program may be embedded or installed.

1.12. Error means a material malfunction in the performance of a Licensed Program, as per performance described in Documentation, and which malfunction is reported, in accordance with the applicable support policy and reproducible by Company.

1.13. Licensed Program means any data processing program for which a License is ordered by and provided to Licensee, consisting of a series of instructions or databases in machine readable form, associated Documentation, Support Service if included in the License and Build. Licensed Program does not include new versions, including any successor product which significantly differs in architecture, user interface or mode of delivery.

1.14. License means the right to use the Licensed Program which is granted by the Company to the Licensee under the Agreement

1.15. Machine(s) means computer equipment belonging to Licensee or under its sole control or supervision, located at Licensee's premises and on which the Licensed Program may be solely executed.

1.16. Master Site (applicable Type3CAA Catia only) means the single site designated by Licensee and indicated in the Quote or other written mean to which all deliveries and Support Service will be provided. The Master Site may be changed by written notification to Company or Reseller as applicable. If not specified by the Licensee, the Master Site shall mean the headquarter of the ordering entity. Unless stated otherwise, prices quoted are valid for usage in a single Master Site. Written notification is required and additional charges may apply if License is to be used in another Master Site, Multi Sites and/or additional Region(s).

1.17. Multi-Site (applicable to Type3CAA Catia only) means the sites where the Licensed Program will be used in a single Region. Written notification to the Company is required and additional charges may apply if Licensed Program is to be used in other Site(s) and/or additional Region(s).

1.18. Quote means a commercial proposal made to Licensee by any means either by Company, or by Reseller if any, stating the Licensed Program's identification, quantities, scope and price.

1.19. Reseller can be either (i) an appointed reseller within Company's distribution network or (ii) a Company' Subsidiary.

1.20. Region (applicable to Type3CAA Catia only) means one of the three world regions where the Licensed Program can be used in accordance with the License granted.

1.21. Service Pack means pre-installed computer program not provided by Company. Such Service Pack may be a critical prerequisite for Licensed Program installation and proper functioning.

1.22. Subsidiary(s) means with respect to any party, any entity which controls, is controlled by, or is under common control with such party. Such entity shall be deemed to be a "Subsidiary" only so long as such control exists. For the purpose of this definition, "control" and/or "controlled by" means (a) in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares entitled to vote for the election of the board of directors; or (b) in the case of non-corporate entities, direct or indirect ownership of more than fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

1.23. Support Service means the maintenance, enhancement and/or other support services referred to in Article 2

1.24. Third-Party Software Specific Terms means the terms in force and applicable to Third-Party Software which may be part of the Licensed Program or which may constitute the Licensed Program itself. Fonts used in connection with the Licensed Program might be Third-Party Software.

1.25. Users means Licensee's individuals or employees, or individuals or employees of Licensee's consultants or subcontractors who have access to the Licensed Program on Machines or Equipment and work for the Licensee's exclusive internal needs.

1.26. Version Upgrade means a new version released by Company, providing Licensee with new features, as well as bug fixes.

2. LICENSE RIGHTS

2.1. License rights.

Licensed Program: Upon the Effective Date and subject to Licensee's (i) compliance with the terms and conditions of the Agreement and the Documentation and (ii) payment of the price, Company grants Licensee a non-exclusive and non-transferable license to use the Licensed Program only (i) in connection with the Equipment if sold bundled and/or (ii) installed on Machines. Such License may be perpetual, annual or for the duration set forth in the License, depending on the type of License purchased by Licensee.

To the exception of Type3CAA Catia Licensed Programs, a License is granted worldwide.

Type3CAA Catia Licensed Program's License is limited to the single Master Site, Multi Site or Region depending on the price paid by Licensee, and as indicated in the Quote or in any other mean. Authentication Keys which may be provided by Company do not themselves grant the legal right to use the Licensed Program.

Third-Party Specific Terms: Certain Licensed Programs may either contain third-party software components or be *per se* third-party software products submitted to certain Third-Party Software Specific Terms. If this applies, details will be given

in eventual Appendices.

Except as expressly set forth herein, no other express or implied right, guarantee or license is provided to Licensee. All other rights not specifically granted are expressly reserved to Company.

Fonts License: All fonts used with the Licensed Programs are duly owned by Company or licensed to Company by the fonts' owner. Company grants Licensee a non-exclusive, revocable in case of breach, unlimited, royalty free, worldwide license to use the fonts that are provided or integrated with or embedded in any Licensed Program. Licensee to use is limited to the engraving of Licensee's products with the Equipment only. No other use is granted. The fonts may be provided in True Type format or in Company's proprietary format. Licensee shall not (i) execute and/or download the fonts, use them for marketing purposes, making static and/or dynamic renderings, (ii) distribute, sublicense, assign or transfer the license pertaining to the fonts, (iii) decompile, reverse engineer, disassemble, unlock, decode, remove or circumvent the fonts and (iv) modify, convert and create any derivative works based on the fonts. Specific license terms pertaining to Monotype's fonts (Monotype's EULA) are appended hereto ([Appendix 1](#)).

2.2. Restrictions.

Unless expressly stated otherwise, Licensee is not authorized to sublicense, assign or otherwise transfer the License(s) granted under the Agreement to any third party whatsoever.

Licensee shall not decompile, reverse engineer, disassemble, remove or circumvent the License or part of it.

Without Company's express prior consent, Licensee shall not use and install the Licensed Program outside the Master Site, Multi-Site or Region. Such additional use entails extra fees to be quoted separately.

Licensed Program sold bundled with an Equipment shall be used with no equipment but the Equipment.

Licensee is not authorized to: (i) use the Licensed Program to develop software applications to be used by itself or any third party, or distributed to any third party, whether in whole or part, whether as standalone products or as components, and whatever be the distribution channel (including without limitation through the Internet or as Internet-based services), (ii) or to perform or offer any kind of services relating to the Licensed Program, including but not limited to, consulting, training, assistance, outsourcing, service bureau, customization or development relating to the Licensed Program for any third party, regardless of how such services are offered or performed (including without limitation through the Internet or as Internet-based services) except as expressly otherwise agreed in an Appendix.

Licensee shall not correct bugs, Errors, defects and other operating anomalies of the Licensed Program.

Specific Restrictions regarding Education licenses:

Licensed Program supplied by Company under an "Educational partnership" agreement or identified as "Education" licenses or granted to educational institutions:

* shall be used within an official established education center, whose main activity is educating students about specific software applications such as Licensed Program.

* shall not be used for any commercial, manufacturing or production activity or purpose, whether remunerated or not.

* shall not be transferred, assigned, given, lent, leased even on a temporary basis to any other person or institution than those designated in the Agreement.

* shall be only used in the location designated as the education center mentioned in the Educational partnership agreement.

2.3. Copies.

To the extent authorized by Law, Licensee may make the required number of copies of the Licensed Program for installation purpose corresponding to the number of ordered Licenses and one copy for back-up per Machine.

2.4. Support Service.

For Licensed Programs ordered under a PLC/ALC scheme and Type 3CAA Catia Licensed Programs: subject to payment of the Annual License Charge, Licensee will (i) be able to receive and use the latest Builds and (ii) benefit from Support Service.

For other Licensed Programs: As an option and if available for concerned Licensed Program, Licensee may subscribe a "maintenance" or "support" contract for the Licensed Program by paying the corresponding fees. Licensee and Company or Reseller shall contract separately for such services.

3. OTHER RIGHTS AND OBLIGATIONS

3.1. Licensee shall ensure technical compatibility and interoperability of its information system with Licensed Program at all times and at its own cost and risk. Licensee shall also ensure that needed hardware and/or software configuration and requested Service Pack are duly installed before Licensed Program's

implementation.

3.2. Relationship with the Reseller.

In the event that Reseller is a Party to the Agreement it is specifically understood and agreed by Company, Licensee and Reseller respectively that any and all rights and obligations of the concerned Parties herein shall be subject to Reseller's right, remaining in full force and effect, to distribute the Licensed Program. Should Reseller (i) cease for any reason to be entitled to distribute the Licensed Program, or (ii) elect to withdraw from the Agreement pursuant to the terms defined in Article 11.5 or (iii) breach the Agreement - such breach not being cured within thirty (30) days following notification, Reseller shall automatically cease to be a Party to the Agreement without any right to compensation, indemnity or set off of any kind. Consequently, Company will upon written notification to Licensee either elect to assume directly all of Reseller's rights and obligations under the Agreement and/or assign or transfer them in whole or in part to any other authorized reseller duly appointed by Company. Reseller hereby undertakes to provide all necessary assistance and to complete all formalities required or advisable, as the case may be, to achieve the purpose of the above.

3.3. Delivery conditions.

Within a reasonable time period after order acceptance, Company or Reseller, as applicable, will make: (i) one (1) copy of the Licensed Program electronically, (ii) a License file electronically and (iii) the Authentication Key available to the Licensee. Each Build or Version Upgrade will be downloadable by Licensee once sent by Company. From time-to-time, Company or Reseller may provide Licensee with a username, password, and specific instructions for accessing and downloading the Licensed Program.

Licensee is responsible for accessing Company's site or license distribution server to download the Licensed Program.

Unless otherwise provided by Law, after a five (5) day period following delivery (physically or electronically), Licensed Program shall be considered as definitively accepted, fit for its intended purpose and in conformity with the order. Such acceptance does not prevent the Licensee from making a warranty claim pursuant to Article 8.

3.4. The License shall only be activated via the Authentication Key. Use of the Licensed Program without the Authentication Key is prohibited. Licensee shall not (or try to) avoid, hack, circumvent, work around or defeat such security mechanism, nor shall they try to make illegal copies thereof or in any way interact with the Authentication Key which could grant unauthorized access to third parties.

3.5. Licensee shall do its best efforts to protect the Licensed Program and related Authentication Key from damage, theft or loss. The aforementioned items will not be replaced for free.

Licensee hereby acknowledges that an Authentication Key constitutes the physical embodiment of the Licensed Program. Licensee also acknowledges that soft-lock keys, when replacing dongles, are unique and are related to a specific Machine (Licensee's computer or server). Pursuantly, the Licensee shall take out appropriate insurance to cover all risks and loss that may affect said Licensed Program, Authentication Key, as well as the Machine to which it is attached.

Should a dongle be broken, stolen or lost, Licensee shall pay full Licensed Program's price to replace said dongle. However, in the case of a broken dongle that is returned, carriage paid to Company or Reseller and provided that Licensee is actually using the current version of the Licensed Program, a special tariff policy, as defined by Company, shall apply for the replacement of the broken dongle. Company shall not provide or exchange old dongles with new ones except to the extent that such is paid for by Licensee. If a dongle is stolen, Licensee shall immediately inform Company thereof so that Licensor may deactivate the dongle and/or License.

3.6. If a soft-lock key is to be replaced because Licensee has replaced the Machine to which it is associated, (i) Licensee undertakes to delete the former Licensed Program and the related License on the replaced hardware, and (ii) pay the applicable price for a transfer to the new hardware.

3.7. Licensee undertakes to comply with all terms and conditions applicable to the Cloud system used with the Licensed Program including if such Cloud is supplied by a third party provided that it has been duly informed about the existence of such Cloud and its related terms and conditions.

4. PRICE AND PAYMENT TERMS

4.1. Prices.

General: Prices of each License may vary and are specific to each country or region as the case may be.

All prices are exclusive of any applicable taxes. Licensee shall be responsible for payment of any and all taxes, duties, excises, import VAT or similar charges of any nature whatsoever, in force or enacted in the future, that are levied, assessed, charged, withheld, or collected for or in connection with Licensed Program and

Support Service provided herein or otherwise arising in connection with the Agreement, but excluding domestic taxes of Company or Reseller based on Company's or Reseller's net income. Licensee shall provide Company or Reseller with all requested tax or import/export documentation.

Should Company have granted Licensee a discount in a given year, it is understood that such discount will not apply the following years.

Transfer of granted License to a Machine located in another Master Site or Region than the one initially quoted and ordered is subject to Company's prior written approval and may be subject to a price's adjustment. Conditions specific to Annual License Charge (when applicable): Payment of the ALC is due upon first purchase of Licensed Program and entitles Licensee to benefit from (a) an annual license (subject to the conditions set forth in Article 2) to use the Licensed Program, Build and/or Version Update of such Licensed Program made available by Company during the concerned year and (b) a Support Service for the Licensed Program for one year.

4.2. On each Anniversary Date, Company may, at its sole discretion, subject to having notified the Licensee beforehand, with a minimum period of thirty (30) days preceding the Anniversary Date revise its prices applicable for year N+1. The Licensee will have the option of notifying his refusal by registered letter with acknowledgment of receipt within this period and of terminating the Agreement as of right. Termination will take effect on the last day of the current contractual year, failing which the new prices will come into force on the first day of year N+1. **Payment Terms.**

In consideration for the rights granted related to Licensed Program in accordance with the terms defined in the Agreement, and unless otherwise agreed between the Parties, Licensee shall pay Company or Reseller the applicable License fees or price within thirty (30) days from the invoice issuance date.

Depending on the Licensed Program concerned, such price or fees may be invoiced on a periodic basis (i.e. ALC is a yearly fee, payable in advance) or on a once off, fixed, lump sum basis (for perpetual Licenses).

4.3. Payment failure.

In case of failure to comply with the due date of payment, all debt towards Company, will carry out interest at the rate used by the European Central Bank at its last refinancing operation plus ten (10) points, such interest being at least equivalent to three times the French legal interest rate. Late penalties shall be due without need of a reminder. Any delay in payment will lead, without prejudice of any other damages or late penalties, to the allowance of a lump sum of forty (40) Euros (sum fixed by decree) as compensation for recovery costs. The failure by the Licensee to pay an invoice on due time also enables Company, or Reseller to require the immediate payment of any other debt owned on Licensee, even if not due yet. Should Licensee fail to pay due invoices, Company or Reseller shall also be entitled to charge, on the sums recovered pursuant to legal proceedings, an additional indemnification as a penalty clause amounting twenty percent (20%) of the said sums plus reasonable attorneys' fees and costs incurred by Company and/or Reseller, as applicable, in collecting unpaid amounts.

Additionally, without further notice to such effect, Company is entitled to deactivate the License, with immediate effect, if the Licensee fails to pay on due time, without prejudice to any other rights and remedies. Company reserves the right to terminate the Agreement if it has not received payment within thirty (30) days of the date established for payment.

4.4. Other.

Should Licensed Program be provided by Reseller, Reseller's payment terms and conditions shall apply.

Company or Reseller shall be entitled to require the communication of accounting, financial or legal documents/statements before creating any account receivable and, if needed, Company may request that guarantees be put in place by Licensee – Licensee being obliged to abide by such request.

Company or Reseller reserves the right to condition the execution of the Agreement, at any time and even after full or partial delivery, on immediate payment or on the provision by Licensee of payment guarantees independently of the nature of payment terms eventually agreed upon.

Company or Reseller, as applicable, shall have the right to set a common Anniversary Date for the payment of ALC as the case may be, with respect to any license with different Effective Dates (subject to prorated calculation of any charges due for any period not covered as a result thereof).

5. INTELLECTUAL PROPERTY RIGHTS

5.1. All intellectual property rights granted herein including without being limited to copyrights, trademarks, designs, know-how or patents related to (i) the Licensed Program, (ii) derivative works, modification and enhancement and/or (iii) other materials, products or services (including Support Service) supplied by Company under the Agreement and (iv) the Documentation (including any copies,

compilations, made by or for Licensee, in whole or in part) belong exclusively to Company or its third-party licensors such as Cloud provider and shall remain the sole property of Company or any third party from whom Company has been lawfully authorized.

5.2. Licensed Program and associated Documentation, including, without limitation, reports, programs manuals, leaflets, and any other documentation, whether in object or source code or not, shall be considered as Confidential Information submitted to Article 7 hereunder, and are and shall remain the exclusive property of Company or third-party licensors. Company or its third-party licensors have the exclusive right to obtain, affix and hold in their own name copyright, patent, design, trademarks, or such other intellectual property right on Licensed Program as may be available. Licensee shall preserve and reproduce any copyright, patent, designs and trademark notices which may appear in the Licensed Program and related Documentation on all copies thereof whether in whole or part. Licensee shall keep full, true and accurate records of all copies of the Licensed Program and associated Documentation, which records shall be available for audit by Company.

5.3. Licensee shall not copy, duplicate, reverse engineer, decompile, disassemble, reproduce, distribute, modify or otherwise translate all or part of the Licensed Program except with Company's prior written approval. With the exception of a backup copy made by and only for Licensee who has lawfully acquired Licensed Program, or unless otherwise authorized by Law, Licensed Program, its related Documentation, Authentication Key, information or exploitation results cannot be copied, given for free, sold, transferred (wholly or partly) to third parties. Licensed Program is protected by copyright and French Intellectual Property Code provisions and by applicable international rules.

5.4. Any breach of such provision would be punished under Intellectual Property Code provisions or any other applicable law including criminal law.

6. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND RELATED LIABILITIES

6.1. Unless otherwise specified in applicable Third Party Software Specific Terms, Company will defend Licensee against any and all claims made by another third party that a Licensed Program delivered under the Agreement infringes such other third party's copyright or patent, provided that (i) Licensee provides Company with prompt written notice of the claim, and (ii) Licensee gives Company control of the defense of the claim and provides reasonable cooperation in the defense of the claim, and (iii) in the case of a patent, trademark or design infringement, the related patent, trademark or design has been granted and published as of the date of Licensed Program's delivery to Licensee. In all cases Company's liability shall be limited to the price paid by Licensee for concerned Licensed Program or during the last twelve (12) months (for annual Licenses).

6.2. Company shall have no obligation to defend or indemnify Licensee against any claim arising out of or in connection with any modification of a Licensed Program made by Licensee or anyone else but the Company, or arising from the use of one or more Licensed Program in combination with other elements, data, programs not provided or beforehand approved by the Company, or the use of Service Packs (including third party's service packs), Build or Version Update other than the most recent one provided by the Company or Reseller as applicable.

6.3. If a Licensed Program becomes, or in Company's reasonable opinion, is likely to become the subject of such an infringement claim, Company will decide at its sole option and expense, either to secure for Licensee the right to continue using the Licensed Program or to modify it, or replace it with another program which is functionally equivalent. If neither of the foregoing options is feasible on terms which are reasonable in Company's opinion, Licensee shall destroy or return said Licensed Program, and all copies thereof, to Company within one (1) month from Company's written request. In such a case, Company will grant to Licensee a credit for the corresponding current License or maintenance contract yearly fees paid.

6.4. This Article 6 states Company's entire liability and Licensee's exclusive remedy for any claim related to infringement of intellectual property rights under the Agreement.

7. CONFIDENTIALITY

7.1. Confidential Information means all information of any kind, and including without limitation specification and/or information, technical, scientific, economical, commercial, marketing, financial and strategic data, source code, object code, related to the technic and/or know-how belonging to the Company and/or related to Licensed Program or other Company's products and services, disclosed orally or in writing on whatever kind of medium, including but not limited to documents, computerised documents or electronic files or similar medium, by providing sample during meetings held during or in the view of the performance of the Agreement. A partial element, a combination or a compilation of information part of the Confidential Information shall be submitted to the same obligations as the Confidential Information. Licensee agrees to keep strictly confidential any and all Confidential Information that the Company would disclose

under the Agreement. Consequently, Licensee shall neither show, nor disclose, nor transmit Confidential Information or any element covered by an intellectual property right belonging to Company in any form and by any means whatsoever to a third party (including without being limited to agent, representative or subcontractor), whether the latter is a related party or not, without the prior written approval of the Company.

7.2. Licensee undertakes to take all required measures for securing its premises and IT equipment and system to preserve Licensed Program and related Confidential Information. Licensee shall take all appropriate measures regarding its own staff in order to preserve the duties of confidentiality set forth herein including after their departure from Licensee's company.

7.3. Licensee recognizes that the Documentation, method, techniques, ideas, know-how, object or source code, contained in or expressed within the Licensed Program and associated Documentation are proprietary information or shall be part of know-how or trade secrets of Company or other Third-Party licensors. Licensee shall treat them as Confidential Information and shall only disclose such information on a need-to-know basis to its own staff for the sole purpose of using the Licensed Program.

7.4. Licensee shall not disclose know-how, trade secret or Confidential Information as long as the Agreement remains in force and for ten (10) years thereafter.

7.5. Licensee shall not provide, disclose or transmit any Licensed Program, nor any tests results or benchmarks related to any Licensed Program, or copy thereof, in whole or in part, without the prior written consent of Company, except to Users within the limits of the rights granted under the Agreement. Licensee shall take appropriate action towards Users to ensure that Licensee complies with its obligations under the Agreement.

8. WARRANTIES, LIMITATION AND DISCLAIMER

8.1. Subject to continuing payment of the applicable charges and fees, Company warrants for ninety (90) days from delivery to Licensee (the "Warranty Period"), that the version of any Licensed Program or its Build or Version Update will materially conform to its Documentation provided that Licensed Program is properly used in the operating environment and in accordance with instructions specified by Company and/or Reseller. If such Build or Version Update of the Licensed Program does not conform, Company will do its best efforts to make the Licensed Program perform as warranted. Company also provides a warranty covering any manufacturing and operating defect or flaw of the physical media of the Licensed Program and dongles for a twelve (12)-month period as from the invoice date of the Licensed Program. Company may be forced to request Licensee to install a specific hardware configuration or Service Pack (including third party's one) or new Build/Release to reach such expected performance. Within the Warranty Period, if after sixty (60) days as from notice by Licensee of the non-conformity, Company has not provided a conforming Licensed Program, Licensee's sole and exclusive remedy and Company's entire liability for any breach of such warranty is for Licensee to terminate the License related to the non-conforming Licensed Program within thirty (30) days after such sixty-day (60) period and obtain the refund of paid charges or fees for such Licensed Program. During Warranty Period, the Licensee must draw up a report on said manufacturing defects or flaws, otherwise Company shall not be required to correct them. Company reserves the right to correct said manufacturing defects or flaws by the means of its choice, including by using a by-pass solution. The warranty is not applicable in case of incidents, manufacturing defects or flaws arising from fortuitous events or Licensee's or third party's intervention on the Licensed Program.

8.2. Company cannot warrant that the Licensed Program will remain uninterrupted, will be free of Errors, discontinuity, bugs or that it will meet the Licensee's expected performance or result requirements, functional or operational expectations or applications other than those beforehand agreed between the Parties. Company does not warrant that Licensed Program will enable Licensee to reach the objectives Licensee has set for itself, or that it will operate in the combination or environment selected for use by Licensee. In all instances, Licensee shall be responsible for ensuring that the results produced by Licensed Program comply with quality and safety requirements set for Licensee's products or services. None Company or Reseller's including its employee or agent is authorized to give a greater or different warranty than those expressly set forth herein.

8.3. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

8.4. Licensee shall have exclusive responsibility for (a) program selection to achieve Licensee's intended results and purpose, (b) Licensed Program installation, and combination with third party's equipment, Service Pack or program, (c) taking adequate measures to properly test, operate and use each Licensed Program and results obtained therefrom. Licensee shall be solely responsible for selection, use and results of any other programs or programming equipment or services used in

connection with the Licensed Program.

9. RESPONSIBILITY AND LIMITATION OF LIABILITY

9.1. Licensee acknowledges that breach of one or more of its obligations including obligations related to payment, intellectual property or confidentiality, provided in the Agreement could cause the Company irreparable harm. Licensee further acknowledges that without prejudice to any other rights and remedies Company may have, Company shall be entitled to seek injunctive relief concerning any threatened or actual breach of any of the provisions of the Agreement.

9.2. The Agreement will not operate so as to create a partnership, or joint venture, or agency of any kind between the Parties. Licensee shall not have, nor present itself as having, the right, power or authority to represent, bind or commit Company. Each Party is independently and exclusively liable for its own obligations set forth in or arising from the Agreement. No Party hereto can be held jointly and/or severally liable with another party nor be deemed an agent of the other pursuant to the Agreement.

9.3. TO THE EXTENT AUTHORIZED BY LAW, AND UNLESS OTHERWISE SPECIFIED IN APPLICABLE THIRD-PARTY SOFTWARE SPECIFIC TERMS FOR, RESELLER AND COMPANY'S POTENTIAL LIABILITY TO LICENSEE, FOR ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH THE SUBJECT MATTER OF THE AGREEMENT IS LIMITED AS FOLLOWS:

ALL LEGAL ACTIONS AGAINST COMPANY OR RESELLER MUST BE FILED WITH THE APPROPRIATE JUDICIAL JURISDICTION WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

COMPANY'S AND RESELLER'S AGGREGATE LIABILITY FOR DIRECT DAMAGES SHALL NOT EXCEED THE AGGREGATE OF THE AMOUNT CORRESPONDING TO CHARGES ACTUALLY PAID BY LICENSEE IN THE PRECEDING TWELVE (12) MONTHS PERIOD FOR THE USE OF THE LICENSED PROGRAM WHICH CAUSED THE DAMAGE.

LICENSEE EXPRESSLY AND IRREVOCABLY WAIVES, AND NEITHER COMPANY NOR RESELLER SHALL HAVE ANY LIABILITY IN RESPECT OF, ANY AND ALL CLAIMS FOR INDIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING CLAIMS FOR LOST PROFITS, ECONOMIC LOSS, BUSINESS INTERRUPTION AND LOSS OF DATA OR OPPORTUNITIES, THAT IN ANY WAY RELATE TO THE AGREEMENT, LICENSED PROGRAM OR DOCUMENTATION, WHETHER OR NOT COMPANY OR RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

9.4. LICENSEE EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR ANY REASON AND ON ANY BASIS, AGAINST ANY COMPANY'S SUPPLIERS, OR SUBCONTRACTORS OR AGAINST ANY OTHER ENTITY THAN COMPANY ITSELF OR RESELLER IF APPLICABLE.

9.5. COMPANY OR RESELLER SHALL NOT BE HELD LIABLE FOR ANY LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE BY LICENSEE AND/OR PROVISION BY COMPANY OR RESELLER OF A CLOUD SYSTEM, INCLUDING THIRD PARTY'S CLOUD, DURING OR IN VIEW OF THE EXECUTION OF THE AGREEMENT. IN CONSIDERATION TO THE INTERNET, NEITHER COMPANY NOR RESELLER CANNOT GUARANTEE CONTINUOUS SERVICE, ABSENCE OF VIRUS OR INTRUSION, SERVICE AT ANY PARTICULAR TIME OR INTEGRITY OF DATA STORED OR TRANSMITTED VIA ITS SYSTEM, CLOUD, OR VIA THE INTERNET.

10. EXPORT AND REEXPORT LAWS AND REGULATIONS

Export to Licensee of Licensed Program and Documentation is subject to all applicable countries' export and re-export Laws and regulations. Licensee shall provide Company or Reseller as the case may be with all necessary assistance for any application for such authorizations, licenses and other approvals, or other documentation related to the export or re-export of Licensed Program. Company or Reseller shall have no liability whatsoever towards Licensee if such authorizations, licenses or approvals are not obtained. Licensee shall not export or re-export, either directly or indirectly, Licensed Program or Documentation when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval.

11. TERM AND TERMINATION

11.1. The Agreement shall come into force on the Effective Date in respect of each License ordered by Licensee and shall remain in full force and effect until the expiration of each License granted under the Agreement, unless terminated as provided hereunder. Unless stated otherwise, for annual License, Licensee may terminate any License of any Licensed Program ordered by providing written notice to Company and to Reseller, if any, at least one (1) month prior to the Anniversary Date, failing which such License shall be automatically renewed for a one (1) year period.

11.2. Either Company or Licensee may terminate the Agreement and/or any License granted under the Agreement, if the other breaches any one of its obligations and has failed to remedy such breach within one (1) month after receipt of appropriate written notice. The termination will not prejudice the rights

and remedies of the non-breaching Party. Any breach of any of the obligations stated in Articles License rights, Other rights and obligations, Price and payment terms, Intellectual property rights, Intellectual property rights infringement and related liabilities, confidentiality, warranties, limitation and disclaimer (art.8.4), and export and reexport laws and regulations of the Agreement shall constitute a material breach according to this provision 11.2.

11.3. In all cases of termination of the Agreement, Licensee shall provide after effective termination and within fifteen (15) days to Company and upon request of the latter, a written certificate that all copies, in whole or in part, of the Licensed Program and associated Authentication Key or Documentation, have been duly destroyed or returned (for dongle license) to Company.

11.4. Withdrawal of Reseller.

In the event Licensee fails to pay any License charges or fees when due to Reseller, Reseller shall have the right, subject to a thirty (30) days prior written notice sent to Licensee and Company, to withdraw from the Agreement, provided it is not in breach of any of its obligations set forth herein. Consequently, Reseller shall cease to be a Party to the Agreement, and shall have no further right or obligation herein.

12. MISCELLANEOUS

12.1. Purchase Orders. Licensee's purchasing terms and conditions or wording on Licensee's order if any or in any document provided by Licensee, which may not comply with the Agreement shall not in any way supersede, modify, vary or otherwise supplement the terms of the Agreement. In case of inconsistencies and in accordance with provision of Article 1.1, the provisions of the Agreement shall prevail.

12.2. Notices. All notices required hereunder shall be communicated in English or French and shall be personally delivered or sent by certified or registered mail, facsimile or reputable express courier service, addressed to the Parties at their addresses communicated on the purchase order, or at such other address as either Party may notify to the other as hereby required.

12.3. Force Majeure. Except for the Licensee's payment obligations, neither Party shall be held responsible or liable for any delay or failure in performance of any of its obligations in case of force majeure event. Events of force majeure" are those (i) beyond the Parties control and (i) not reasonably foreseeable at the Effective Date and (iii) whose adverse effects cannot be avoided and (iv) having the effect of preventing performance of the present Agreement.

12.4. Severability. In the event any part of the Agreement (other than the provision obliging Licensee to make payment) is found to be invalid, illegal or unenforceable in any respect, the remaining provisions shall nevertheless be binding with the same effect as if the invalid, illegal or unenforceable part was originally deleted.

12.5. Transfer, Assignment & Subcontract. Unless expressly stated otherwise, neither Licensee nor Reseller shall subcontract, assign, delegate or otherwise transfer (including without limitation, by way of merger or contribution) all or part of its rights, duties, benefits nor obligations under the Agreement, or sublicense Licensed Program to any third party. The Agreement shall be binding upon, and inure to the benefit of Company and its successors and assignees. Company shall be free to assign, delegate or otherwise transfer (including without limitation, by way of merger or contribution), all of its rights or obligations herein and/or otherwise subcontract any of its obligations, in whole or in part, to any Subsidiary and/or to any third party, without Reseller's or Licensee's consent.

12.6. Amendments & Non-Waiver. No waiver, alteration, modification, or cancellation of any of the provisions of the Agreement shall be binding unless made in writing by all Parties. Notwithstanding the foregoing, Company may add, modify or cancel any provision of the Agreement notably to the extent required by Company's agreements with its third-party licensors by informing at any time via written notice Licensee and Reseller if applicable. Such additions, modifications and cancellations shall not require the separate consent of Licensee or Reseller and shall be effective immediately upon receipt of such notice.

Failure of either Party to require at any time strict compliance or performance by the other Party of any term, condition, covenant or provision herein shall not be deemed to be a waiver of any rights of the latter and shall in no way affect the full right of the former to require strict performance of contractual obligations at any time thereafter.

12.7. Audit. During the execution of the Agreement, Licensee shall establish and maintain accurate information records relating to the use, and when applicable, destruction of the Licensed Program, and keep such records available for a period of three (3) years after the termination of the Agreement. During the Agreement and for a period of three (3) years thereafter, the Company shall have the right at any time at its own expense and under reasonable conditions of time and place, to audit, have an access to and copy these records. Licensee hereby entitles and authorizes Company to verify its compliance with the terms of the Agreement. For such purpose, Company may conduct any audit in Licensee's premises during normal business hours, in a manner that minimizes disruption to its business.

Company may require Licensee to provide it, or any third party appointed by Company to conduct such verification, with machine access, copies of system tools outputs, or other electronic or hard copy system information as appropriate. If the audit reveals that Licensee has underpaid charges or fees due to Company, Licensee shall promptly pay to Company such due charges or fees at the applicable current price list. In the event such underpayment is equivalent or more than five percent (5%), Licensee shall consequently reimburse Company for the cost of such audit in addition to paying the applicable charges or fees. In a joint and permanent effort to prevent software piracy, Licensee shall comply with any changes made to the Licensed Program regarding licensing security mechanism aimed to prevent fraud. By invoking the rights and procedures described above, Company does not waive its rights to enforce the Agreement or to protect its intellectual property rights by any other means permitted by law.

12.8. Entire Agreement. The Agreement is the complete agreement between the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements, understandings, representations, purchase orders and communications, whether oral or written. Licensee acknowledges that it has not relied on the future availability of functionality or product updates with respect to any Licensed Program in entering into the Agreement. The terms of the Agreement shall have no force or effect with respect to any claim based on the use of any intellectual property rights of Company outside the scope of the license expressly granted herein. Except in the case of Article 12.6, the Agreement may be modified only by written amendment signed by the Parties and no other act, document, usage or custom shall be deemed to amend or modify the Agreement, including but not limited to Licensee's purchase terms and conditions which conditions are expressly not applicable.

12.9. Governing Law and jurisdiction. Any dispute related to or arising out of the Agreement shall as a first step be amicably settled by the Parties. If Parties fail to reach an agreement within one (1) month, such dispute shall be referred to the competent Court of Lyon, France, to which the Parties consent to attribute exclusive jurisdiction. The Agreement shall be governed by and construed in accordance with the Laws of France without regard to any conflict of Laws and excluding application of the United Nations Convention for the International Sale of Goods. The prevailing Party in any disputes arising under or related to the Agreement shall be entitled to recover its reasonable costs and attorney's fees from the non-prevailing Party.

APPENDIX 1 – MONOTYPE EULA

MONOTYPE End User License Agreement (EULA) Applicable to Monotype Font Software.

By installing and using the Product, you agree to the following terms and conditions.

13.1. 1. The Product contains font software programs which generate human readable typeface designs (Font Software"). You may not install or use the Font Software on any device except one on which you have installed a properly licensed copy of the Product.

13.2. 2. The Font Software is supplied to you for Internal Use only. "Internal Use," as used herein, means use (1) in the course of your customary and ordinary internal business, or (ii) for your personal use. If used in the course of your customary and ordinary internal business, Internal Use shall mean use solely by your authorized agents and employees. If used for personal use, Internal Use shall mean use solely by individuals who reside with you in your household. All such agents, employees and household residents must agree to the terms and conditions of this EULA as a condition of using the Font Software. Internal Use shall occur when an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software, regardless of the location in which the Font Software resides.

13.3. 3. You may not convert the Font Software into a different format. You may not alter or modify the Font Software in any manner which results in the Font Software having different or enhanced functionality than when it was delivered to you as part of the Product.

13.4. 4. You may use an application program such as Adobe Acrobat to embed the Font Software into an electronic document. You may send such an electronic document to a third party only for the purpose of permitting the third party to view and print the electronic document. Font Software may not be embedded in any format which permits the recipient of an electronic document to install the Font Software or to use the Font Software for any purpose beyond merely viewing and printing the document. You may not embed Font Software into a Commercial Product. A "Commercial Product" is an electronic document which is distributed in exchange for a fee or other consideration. For example, you cannot embed Font Software into an electronic book or magazine which is offered to the public for a fee.

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