

Terms and Conditions.

User Agreement (the Agreement) sets forth the terms and conditions on which you will be allowed to use Network Printing Solutions, Inc software services.

AGREEMENT

**In plain English:**

1. We don't promise that this software works
2. We don't promise that it will meet any requirement or need.
2. You can use this software for whatever you want. You don't have to pay us.
3. Permission for use of this software is granted only if the user accepts full responsibility for any undesirable consequences; the authors accept NO LIABILITY for damages of any kind what soever for what ever reason.
4. Permission is NOT granted for the use of author's name or company name in advertising or publicity relating to this software or products derived from
5. If any part of the source code for this software is distributed, then this usage must be included, with this copyright and no-warranty notice unaltered; and any additions, deletions, or changes to the original files must be clearly indicated in accompanying documentation.
6. We specifically permit and encourage the use of this software as the basis of commercial products, provided that all warranty or liability claims are assumed by you
7. We do not offer to nor will we be required to support or maintain the software.
8. You assume full responsibility in requesting permission to use or if required you assume the full cost and effort in re-licensing any third party components that may or may not be used by the software.

**In legalese:**

**1.) DEFINITIONS**

- 1.1 "Documentation" shall mean the documentation and supporting materials relating to the Software Source Code.
- 1.2 "Object Code" shall mean the computer executable embodiment of software computer code, which is derived from Source Code by a process generally known as "compilation" or any other process that translates Source Code or some intermediate code derived from Source Code into a form that can be executed by a computer.
- 1.3 "Software" shall mean the software specified on Exhibit A.
- 1.4 "Software Source Code" shall mean the Source Code of the "Software".
- 1.5 "Source Code" shall mean the human readable embodiment of software computer code, which must be translated by a process generally known as "compilation" into Object Code before such software can be executed by a computer.
- 1.6 "NPS" shall mean Network Printing Solutions, INC. it's officers, directors and employees (Current and past), assignees or authorized contributors.
- 1.7 "USER" means You, the employee, the individual, the end user, the reseller, the distributor or any entity using "Software Source Code" for what ever means under this Agreement.

**Please read this Agreement carefully. USER will be asked to accept this agreement and continue to install or, if USER does not wish to accept this Agreement, to decline this agreement, in which case USER will not be able to use the SOFTWARE. Upon USER's acceptance of this Agreement, Permission is hereby granted to use, copy, modify, and distribute this software (or portions thereof) for any purpose, without fee, subject to these conditions:**

**2.) Copyright Ownership and Title**

SOFTWARE is owned by NPS, and its structure, organization and code are the valuable trade secrets of NPS. The SOFTWARE also is protected by International Copyright Law and International Treaty provisions. This agreement does not grant USER any intellectual property

rights in the SOFTWARE, Title to the SOFTWARE, including all ownership rights to patents, copyrights, trademarks and trade secrets therein or in connection therewith shall be the exclusive property of NPS. USER hereby assigns, transfers and conveys to NPS any and all rights, title and interests USER may have or accrue in SOFTWARE, including (without limitation) any and all ownership rights to patents, copyrights, trademarks and trade secrets therein or in connection therewith.

### **3.) Usage Restrictions**

3.1 USER may not use the Software in any manner not permitted by Sections 3.1 and 3.2 except with NPS 's prior written consent. USER may only use the Software at the location(s) designated above.

3.2 USER shall ensure that anyone who uses the Software does so only in compliance with the terms of this Agreement.

### **4.) Disclaimer of Warranties.**

USER expressly acknowledge and agree that use of the software is at USER's sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with USER. The software is provided "AS IS", with all faults and without warranty of any kind, and NPS, its suppliers and contributors hereby disclaim all representations, warranties and conditions with respect to the SOFTWARE either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, of title and non-infringement of third party rights. NPS does not warrant against interference with USER's enjoyment of the SOFTWARE, that the functions contained in the SOFTWARE will meet USER'S requirements, that the operation of the SOFTWARE will be uninterrupted or error-free, or that defects in the SOFTWARE will be corrected. No oral or written information or advice given by NPS, its suppliers and contributors shall create a warranty. Should the software prove defective, USER assumes the entire cost of all necessary servicing, repair or correction. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

### **5.) Release.**

If you have a dispute with one or more of your customers or users, you release us (which includes but is not limited to our officers, directors, assignees, agents, subsidiaries, joint ventures, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

### **6.) Assignment.**

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time without your consent.

### **7.) LIMITATION OF LIABILITY AND INDEMNIFICATION**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES UNDER THIS AGREEMENT EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NPS SHALL NOT BE LIABLE FOR THE LOSS OF, OR DAMAGE TO, USER'S RECORDS OR DATA OR ANY DAMAGES CLAIMED BY USER BASED ON A THIRD PARTY CLAIM.

### **8.) Indemnification**

User shall defend, indemnify and hold harmless NPS, (including its officers, directors, employees (Current and pass) and successors) from and against any claims, liabilities, damages and expenses (including attorneys' fees) arising out of or relating to the use or inability to use the Software Source Code or the Object Code derived from the Software Source Code, or arising out of or relating to the breach of this Agreement.

## **9.) Force Majeure**

NPS shall not be liable for any failure by NPS to perform its obligations under this agreement because of circumstances beyond the reasonable control of NPS which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government, governmental authority or third party, declarations of governments, transportation delays, power failure, computer failure, telecommunications failure, Third Party Technology, failure of USER to cooperate with the reasonable requests of NPS, misuse of the System or SOFTWARE by USER or third party, breach of this Agreement by USER or a third party and any other events reasonably beyond the control of NPS.

## **10.) Termination.**

This Agreement is effective until terminated. USER may terminate this Agreement at any time by destroying all copies of SOFTWARE. This Agreement will terminate immediately without notice from NPS if USER fails to comply with any provision of this Agreement. Either party may terminate this Agreement immediately for what ever reason what so ever. Upon Termination, USER must destroy all copies of SOFTWARE

## **11.) Taxes**

USER shall pay any and all taxes attributable to this agreement, to the transactions contemplated hereunder or to the transactions performed by USER or third parties using SOFTWARE, including, without limitation, any applicable sales or use taxes.

## **12.) Severability**

If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever. The remaining provisions shall remain in full force and effect.

## **13.) Third Party Libraries or dependencies.**

In the case that the SOFTWARE or SOFTWARE SOURCE CODE links to or depends on a third party object or component. USER is permitted to continue to use that same component, Provided that USER assumes all risks in using the component and where applicable USER assumes all effort and cost in determining if permission or additional licensing is required in order to continue to enjoy and use the component.

USER may at USER's own effort and cost provide a suitable substitute, provided that USER assumes all risks and effort in using a new component and that USER assumes all risks and effort to incorporate the component.

## **14.) GENERAL**

14.1 Non-exclusivity. Each party may enter into similar agreements with other parties.

14.2 No Additional IP Rights. Except as expressly stated herein, this Agreement does not grant USER any rights in any NPS patents, copyrights, trademarks, trade names, or service marks.

14.3 Compliance with Laws. USER in its performance of all of its obligations hereunder shall comply with all applicable laws and regulations, including, without limitation, export and import control laws and regulations.

14.4 Independent Contractors. In performing this Agreement, the parties act and shall act at all times as independent contractors, and nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between the parties. Except as expressly set forth in this Agreement, at no time shall either party make commitments or incur any charges or expenses for, or in the name of, the other party.

14.5 Waiver. No waiver under this Agreement shall be valid or binding unless set forth in writing

and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. Any delay or forbearance by either party in exercising any right hereunder shall not be deemed a waiver of that right.

14.6 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COUNTRY OF ENGLAND, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. FOR PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE COUNTRY OF ENGLAND.

14.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

14.8 Headings; Interpretation. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement. This Agreement shall be construed fairly according to its terms, without regard to the identity of the drafter of any provision in this Agreement.

### **15.) Entire Agreement and Construction.**

(a) Entire Agreement. Except as specifically provided for in this Agreement, this Agreement constitutes the complete agreement between the parties and supersedes all prior agreements and representations, written or oral, concerning the subject matter of this Agreement.

(b) Construction. This Agreement shall also supersede all terms of any unsigned or "shrink-wrap" license including in any package, media or electronic version of the Software and any such Software shall be Used solely under the terms of this Agreement.

(c) NPS reserves the right to amend the terms of this agreement as required.

### **EXHIBIT A**

#### **DESCRIPTION OF SOFTWARE**

The SOFTWARE is

- (i) DCG\_MCR.exe version 7.3 in both source code and object code forms including any derivative works thereof
- (ii) DCG\_AVS.exe version 1.7 in both source code and object code forms including any derivative works thereof
- (iii) Realtime SysTray version 3.0.5 aka (MS windows workstation print) in both source code and object code forms including any derivative works thereof
- (iii) Realtime Administrator version 3.0.5 aka (realtime.exe) in both source code and object code forms including any derivative works thereof