

END-USER LICENSE AGREEMENT

This document is a legal agreement (“Agreement”) between the end user (“User”), (and in the case of a corporate entity, “User” includes the entity on whose behalf you are obtaining the enclosed software product), and Adapx, Inc. (“Adapx”). BY USING THE ENCLOSED SOFTWARE PRODUCT, USER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF USER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, RETURN THE UNOPENED LICENSED MATERIALS, ALONG WITH THE HARDWARE PURCHASED IF PROVIDED ON SUCH HARDWARE AND PROOF OF PAYMENT TO ADAPX WITHIN THIRTY (30) DAYS FROM THE DATE OF PURCHASE FOR A FULL REFUND.

The parties further agree that this Agreement is between User and Adapx, and creates no obligations to User on the part of Adapx’s affiliates, subcontractors, or suppliers. User expressly relinquishes any rights as a third party beneficiary to any agreements between Adapx and such parties.

1. **GRANT OF SOFTWARE LICENSE.** Subject to the terms and conditions of this Agreement, Adapx grants User the right on a non-exclusive, basis for internal purposes only and only as expressly permitted by this Agreement

- a. to use the software program, including any components supplied to Adapx by third parties (the “Licensed Software”) in object code form on a single processing unit owned or leased by User or otherwise use the software as embedded in equipment provided by Adapx (“Hardware”);
- b. to use the Licensed Software on any replacement for that Hardware;
- c. to use any related documentation (collectively, the documentation and the Licensed Software are the “Licensed Materials”), provided that User may not copy the documentation;
- d. to make copies of the Licensed Software in only the amount necessary for backup or archival purposes, or to replace a defective copy; provided that User (i) has not more than two (2) total copies of the Licensed Software including the original media without Adapx’s prior written consent, (ii) User operates no more than one copy of the Licensed Software, and (iii) User retains and does not deface, alter or otherwise tamper with any copyright, trademark and other proprietary notices, warnings or legends in or on the copy.

2. **RESTRICTION AGAINST COPYING OR MODIFYING LICENSED MATERIALS.** All rights not expressly granted herein are reserved by Adapx and its suppliers. Without limiting the foregoing, User agrees:

- a. to maintain appropriate records of the location of the original media and all copies of the Licensed Software, in whole or in part, made by User;
- b. not to use, copy or modify the Licensed Materials, in whole or in part, except as expressly provided in this Agreement;
- c. not to decompile, disassemble, electronically transfer, or reverse engineer the Licensed Software, or to translate the Licensed Software into another computer language; provided that, if the Licensed Materials are used within a Member State of the European Union, nothing in this Agreement shall be construed as restricting any rights available under the European Community Software Directive (91/250/EEC as amended).

3. **TERM AND TRANSFER.** User may transfer the Licensed Materials with a copy of this Agreement to another party only on a permanent basis in connection with the transfer to the same party of the Hardware on which the Licensed Software is used, and only if the other party accepts the terms and conditions of this Agreement. Upon such transfer, User must transfer all accompanying written materials and either transfer or destroy all copies of the Licensed Software. Any attempted transfer not permitted by this Agreement is void. User may not lease or rent the Licensed Materials. This Agreement is effective until terminated. User may terminate the Agreement at any time by returning or destroying all copies of the Licensed Materials. This Agreement will terminate automatically without notice from Adapx if User fails to comply with any provision of this Agreement. Upon such termination, User must

return or destroy the Licensed Materials as set forth above. Sections 4, 5, 6, 7, 8(d), 9, 10 and 11 shall survive termination of this Agreement for any reason.

4. TITLE AND PROPRIETARY RIGHTS.

a. The Licensed Materials are copyrighted works and/or trade secrets of Adapx or its suppliers. Adapx and its suppliers retain all title to the Licensed Materials and all copies thereof, and no title or ownership right is granted or conveyed by this Agreement.

b. User acknowledges that in the event of a breach of this Agreement, Adapx shall suffer severe and irreparable damages for which monetary compensation alone will be inadequate. User agrees that in the event of a breach of this Agreement, Adapx shall be entitled to injunctive relief to restrain such breach, in addition to any other remedies available to Adapx, as well as its reasonable attorney's fees and costs in enforcing this Agreement.

5. MAINTENANCE AND UPDATES. Updates, upgrades, bug fixes, and maintenance and support services, if any, are provided to User pursuant to the terms of an Adapx maintenance agreement, and only if Adapx and User enter into such an agreement. Except as specifically set forth in such agreement, Adapx is under no obligation to provide any updates, upgrades, patches, bug fixes, modifications, enhancements, or maintenance or support services to User. Notwithstanding the foregoing, if User is provided or obtains any Adapx software or documentation that is not otherwise provided under a license from Adapx, then User's use of such materials shall be subject to the terms of this Agreement.

6. EXPORT REQUIREMENTS. Licensed Materials, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. User agrees to comply strictly with all such regulations and acknowledge that User has the responsibility to obtain licenses to export, re-export or import Licensed Materials. User is responsible for complying with all trade regulations and laws both foreign and domestic. User acknowledges that none of Adapx products and/or services or underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, North Korea, Sudan, Syria or any other country subject to a U.S. embargo; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Parties List or Entity List. By using the Licensed Materials User agrees to the foregoing and is representing and warranting that (i) no U.S. federal agency has suspended, revoked, or denied User's import/export privileges, (ii) User is not located in or under the control of a national or resident of any such country or on any such list, and (iii) User will not export or re-export the Licensed Materials to any prohibited country, or to any prohibited person, entity, or end-user as specified by U.S. export controls.

7. UNITED STATES GOVERNMENT RIGHTS.

For United States Government users, the Licensed Software and documentation are deemed to be "commercial computer software" and "commercial computer documentation," respectively, pursuant to DFAR § 227.7202 and FAR § 12.212(b), as applicable. Use, duplication or disclosure of the Licensed Materials, and any derivative works thereof, by or on behalf of the U.S. Government are subject to the restrictions set forth in this Agreement. Manufacturer: Adapx, Inc., 821 Second Avenue, Suite 1150, Seattle, Washington 98104-1527.

8. LIMITED WARRANTY; WARRANTY DISCLAIMER.

a. Adapx warrants to User that the Licensed Software will substantially conform to Adapx's published specifications for such Licensed Software on the date of the order for such product for a period of one (1) year after the delivery of the product to User, if properly used in accordance with the procedures described in the documentation supplied by Adapx. Adapx's exclusive obligation with respect to nonconforming Licensed Software shall be, at Adapx's option, (a) to replace that copy of the Licensed Software with one that conforms to the specifications, (b) to use diligent efforts to provide User with a correction of the defect in the Licensed Software, or (c) to refund to User the purchase price paid for the product on which the Licensed Software is installed. Defects in the Licensed Software will be reported to Adapx in a form and with supporting information reasonably requested by Adapx to enable it to verify, diagnose and correct the defect. **THE FOREGOING IS USER'S SOLE AND EXCLUSIVE REMEDY AND ADAPX'S ONLY OBLIGATION**

WITH RESPECT TO A BREACH OF WARRANTY BY ADAPX WITH RESPECT TO THE LICENSED SOFTWARE.

b. For a period of one (1) year after delivery of a particular Hardware product to User, Adapx warrants to User that such Hardware will substantially conform to Adapx's published specifications for such Hardware on the date of order if properly used in accordance with procedures described in the documentation supplied by Adapx. User shall notify Adapx of any nonconformance during the warranty period, obtain an RMA for the nonconforming Hardware from Adapx, and return the nonconforming Hardware to Adapx's designated repair facility, freight prepaid, within sixty (60) days of the receipt of the RMA with a statement describing the nonconformity. Adapx's exclusive obligations with respect to nonconforming Hardware shall be, at Adapx's option, to repair or replace such Hardware, if it is determined to be defective, or to refund to User the purchase price paid for the Product. **THE FOREGOING IS USER'S SOLE AND EXCLUSIVE REMEDY AND ADAPX'S ONLY OBLIGATION WITH RESPECT TO A BREACH OF WARRANTY BY ADAPX WITH RESPECT TO THE HARDWARE.**

c. The warranties set forth above shall not apply to any (i) any Anoto Components (as defined in Section 10) contained in the Licensed Software or Hardware or (ii) any Licensed Software or Hardware that (x) has been modified, repaired or altered, except by or as authorized by Adapx, (y) has not been maintained in accordance with any handling or operating instructions supplied by Adapx, or (z) has been subjected to unusual physical or electrical stress, misuse, abuse, negligence or accidents.

d. **EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE IN THIS SECTION 8, ADAPX AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY ARISING FROM OR RELATED TO THE LICENSED MATERIALS AND/OR HARDWARE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ADAPX DOES NOT PROMISE THAT THE LICENSED MATERIALS OR HARDWARE ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR MEET ALL OF USER'S REQUIREMENTS. USER ACKNOWLEDGES THAT USER HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT.** Some jurisdictions do not permit the disclaimer of certain implied warranties, so some of the foregoing disclaimers may be inapplicable. To the extent that Adapx may not as a matter of applicable law disclaim any implied warranty, the scope and duration of such warranty shall be the minimum permitted pursuant to such law.

9. LIMITATION OF LIABILITY.

a. **IN NO EVENT WILL ADAPX OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS OR LOST DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADAPX OR ITS AFFILIATE OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT ANY REMEDY PROVIDED SHOULD FAIL OF ITS ESSENTIAL PURPOSE. THE TOTAL CUMULATIVE LIABILITY TO USER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO THE PURCHASE PRICE OF THE LICENSED MATERIALS PAID BY USER. USER ACKNOWLEDGES THAT THE AMOUNT PAID FOR THE LICENSED MATERIALS REFLECTS THIS ALLOCATION OF RISK.**

b. **ADAPX SHALL NOT HAVE LIABILITY, NOR PAY ANY FEES, FINES, OR OTHER COSTS ASSOCIATED WITH USER'S COMPLIANCE WITH ANY NATIONAL OR LOCAL LAW OR REGULATION.**

10. **ANOTO COMPONENTS.** Certain components provided in or with the Licensed Software are licensed from Anoto AB ("Anoto Components"). User's use of the Anoto Components is subject to and governed by the following terms and conditions in addition to those applicable to the Licensed Materials generally. Anoto is an intended third-party beneficiary of this Agreement and is entitled to enforce its provisions directly against User in its

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11. **GENERAL.** The provisions of the Agreement are severable and if any one or more of the provisions hereof are illegal or otherwise unenforceable, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding on and enforceable by and between the parties hereto. Adapx's waiver of any right shall not constitute waiver of that right in future. This Agreement (including the documents it incorporates) constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, representations, statements and undertakings, oral or written, are hereby expressly superseded and canceled. The rights and obligations of the parties to this Agreement shall be governed and construed in accordance with the laws of the State of Washington, U.S.A., excluding the UN Convention on Contracts for the International Sale of Goods and that body of law known as conflicts of laws. Any dispute in connection with the Licensed Materials will be resolved in state or federal courts located in King County, Washington, U.S.A. User consents to the personal jurisdiction of and waives any objections to venue in such courts.