

Product License Agreement

PIXLOGIC END USER LICENSE AGREEMENT

PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE PIXLOGIC SOFTWARE.

YOUR RIGHT TO USE THE SOFTWARE IS GOVERNED BY THE TERMS OF THIS AGREEMENT. CLICKING THE “YES” BUTTON AT THE END OF THIS AGREEMENT INDICATES YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS BY CLICKING “YES,” YOU WILL NOT BE ABLE TO CONTINUE WITH THE SOFTWARE INSTALLATION PROCESS OR TO USE THE SOFTWARE.

INTRODUCTION

This is a legal agreement (“Agreement”) between you, the end user, and piXlogic, Inc. (“PIXLOGIC”), a California corporation with its principal place of business at 4984 El Camino Real., Los Altos, CA 94022, U.S.A., which covers the piXserve software developed and distributed by PIXLOGIC (the “Software”) and its accompanying documentation (“Documentation”). The term “you” in this Agreement refers to the individual or organization that initially purchased the Software, in such quantities and at such prices as identified in your purchase order to PIXLOGIC (the “Schedule”)

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4. **LIMITATION ON USE.** You represent and warrant to PIXLOGIC that you shall not (and shall not permit any third party to):

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- (b) offer the benefits or services of the Software to any third party, whether such arrangement is in the nature of a service bureau, an outsourcing service, an application service provider or any other similar service or business;
- (c) modify, translate, reverse engineer, decompile, or disassemble the Software;
- (d) modify, customize, or create derivative works based on the Software or the Documentation (i.e. create a new program that incorporates all or part of the Software or Documentation);
- (e) alter, destroy or otherwise remove any proprietary notices or labels on the Software or Documentation;
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- (g) disclose the results of Software performance benchmarks to any third party without PIXLOGIC's prior written consent;
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- (j) use the Software in a manner that violates any applicable law, including without limitation laws prohibiting the unauthorized copying of copyrighted materials; or
- (k) export of the Software in violation of U.S. laws and regulations, including the Export Administration Act of 1979, as amended, and successor legislation, and the Export Administration Regulations issued by the Department of Commerce.

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7. **LAWFUL USE OF SOFTWARE ONLY.** You agree that you shall not use the Software or Documentation for any unlawful purpose.

8. **FEES AND PAYMENT TERMS.** You agree to pay (or cause a mutually agreed upon third party to pay) PIXLOGIC the fees specified in each applicable Schedule and all associated shipping costs. All fees are due and payable within thirty (30) days of the date of invoice, unless otherwise identified in writing in the applicable Schedule approved by PIXLOGIC. Overdue payments shall bear interest at the lesser of eighteen percent (18%) per annum or the maximum rate allowed under applicable law.

9. **TAX.** You shall be responsible for and shall pay, and shall reimburse PIXLOGIC on request if PIXLOGIC is required to pay, any sales, use, valued added (VAT), consumption or other tax (excluding any tax that is based on PIXLOGIC's net income), assessment, duty, tariff, or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on the Software.

10. **CONFIDENTIALITY.** You acknowledge and agree that the Software and Documentation may contain confidential information and/or trade secrets of PIXLOGIC and/or its suppliers. You agree to maintain and protect such confidential information and trade secrets in strictest confidence for the benefit of PIXLOGIC and/or its suppliers, and not to disclose them without express authorization of PIXLOGIC.

11. **SUPPORT SERVICES.** Provided you have paid the applicable support and maintenance fees, PIXLOGIC will provide the following support services:

(a) Telephone support to one employee designated by you, who is knowledgeable in the use of the Software and your operating environment, for the installation and use of the then-current release of the Software (provided that a prior release of the Software shall be supported for up to twelve (12) months after release of the subsequent release).

(b) Error correction of the then-current release of the Software. PIXLOGIC shall exercise commercially reasonable efforts to correct any reproducible error reported by you in the current unmodified release of the Software in accordance with the priority level reasonably assigned to such error by piXlogic.

(c) One (1) set of Documentation and one (1) machine executable copy of the Software for new releases, updates and enhancements of the Software that are not designated by PIXLOGIC as new products for which it charges a separate fee. For backup purposes, you may make one (1) copy of the Documentation and the Software provided hereunder subject to the terms and conditions of this Agreement.

(d) Support services shall be provided for one (1) year from the effective date of the applicable Schedule and shall be extended each year for an additional one (1) year term unless terminated by either party at the end of the original term or at the end of any renewal term by giving the other party written notice at least ninety (90) days prior to the end of any such term. Support commences on the date the Software is shipped to you.

(e) In the event you fail to make any required support services payment or otherwise elect to discontinue support services, PIXLOGIC shall have no obligation to provide the support services described in this Section 11. In order to reinstate or renew support services, you must first pay PIXLOGIC the then current annual support services fee and all unpaid past support services fees. In the event you fail to make any required payment or in the event you breach any of your obligations under the support services provisions and such breach has not been cured within thirty (30) days of receipt of notice of breach, PIXLOGIC may suspend or cancel support services. No updates of the Software will be provided to you, and no updates may be copied by you to update any copies of the Software made by you, unless support services have been purchased for such copies. Support services fees will be

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12. GENERAL. This Agreement constitutes the entire understanding between you and PIXLOGIC with respect to the subject matter hereof. It supersedes all prior or contemporaneous oral or written communications, proposals, or representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter. Any change to this Agreement must be in writing and signed by an authorized representative of PIXLOGIC. Nothing in this Agreement constitutes a waiver of the rights of PIXLOGIC under the U.S. Copyright Act or Federal or State law. This Agreement shall be governed by the law of the State of California, excluding its choice of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. If any provision of this Agreement is determined to be unenforceable or invalid under any applicable law, this Agreement will not be invalid; instead, the unenforceable or invalid provision shall be interpreted so as to best accomplish the objectives of such provision. Any dispute relating to this Agreement or the Software shall be brought only in the federal or state court, as applicable, in Santa Clara County, California, and the parties hereby waive any objection to the jurisdiction of such courts. You may not assign this Agreement (by operation of law or otherwise) or sublicense the Software without the prior written consent of PIXLOGIC, and any prohibited assignment or sublicense shall be null and void.

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