
IMPORTANT - READ CAREFULLY BEFORE OPENING SOFTWARE PACKET(S) AND/OR INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. THE FOLLOWING TERMS AND CONDITIONS OF USE APPLY TO YOUR USE OF THE SOFTWARE. BY EXECUTING A WRITTEN ORDER FOR THE SOFTWARE, YOU INDICATE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT.

This is a legal agreement between the Ordering Activity under GSA Schedule contracts identified in the Order ("Licensee"), and Axiad IDS, Inc. ("Axiad IDS"). By executing a written Order for the Software (as defined below), you agree to be bound by the terms of this Software License Agreement (the "Agreement"). If you do not agree to the terms and conditions of this Agreement, promptly return the software and any accompanying items (including printed materials and binders or other containers) to the place from which you obtained them.

- 1. Grant of License. This document is a legal agreement identifying the terms and conditions for the license of software accompanying this agreement ("Software"). Software includes but is not limited to the computer software along with the associated media, printed materials, and online or electronic documentation that may be provided. Installing, copying, opening or other use of the Software is fully dependent upon and subject to compliance with the terms and conditions described in a separate software license agreement between the authorized user ("Licensee") and Axiad IDS. In the absence of a separate, valid and current software license agreement, these terms and conditions shall apply in all respects. In the event of any conflict between these terms and conditions and the separate software license agreement, the terms of the separate software license agreement shall govern. Provided that Axiad IDS has received all payments applicable to Licensee's use of the Software, and Licensee is in compliance of the terms and conditions applicable to use, the Licensee may, in accordance with the applicable order as accepted in writing by Axiad IDS: (a) install the Software on the identified number of workstations for the support of the corresponding number of licensed users identified therein or (b) install the Software on any number of network servers to support the corresponding number of licensed users identified therein.
- 2. Ownership of the Software / Restricted Use. Axiad IDS, and/or its licensors, own all title and proprietary rights, including without restriction all intellectual property rights, in and to the Software and all copies thereof, all of which contain valuable trade secrets of Axiad IDS and/or its licensors. The use license described herein is NOT a sale of the Software or any copy of it or any source code applicable to it, nor is it a waiver of the rights of Axiad IDS under the U.S. copyright laws or any other Federal, State or other applicable laws. This license does not include the right to sublicense the Software and is personal to Licensee, and therefore may not be assigned (by operation of law or

otherwise) or otherwise transferred by Licensee without the prior written consent of Axiad IDS. Without limiting the foregoing, Licensee may not sell, license, sublicense, lend, rent, lease or otherwise transfer the Software. Licensee acknowledges that the Software in source code form remains a confidential trade secret of Axiad IDS and/or its licensors, and Licensee may not reverse engineer, decipher, decompile, modify or disassemble the Software or otherwise attempt to derive the source code of the Software (except as authorized by law), incorporate the Software in whole or in part in any other software or product, or develop derivative works of the Software or allow others to do so, or to attempt to do any of the foregoing, without the express prior written consent of Axiad IDS.

- 3. Restriction on Copying. Licensee may not copy the Software or permit others to copy the Software, except for backup or archival purposes. Licensee may not remove any copyright, trademark, proprietary rights, disclaimer or warning notices included in or embedded in any part of the Software or in any copy made of the Software.
- 4. Limited Warranty. Axiad IDS warrants that for a period of ninety (90) days from receipt of Software: (i) the media on which the Software is recorded will be free from defects in materials and workmanship, and (ii) the Software will perform substantially in accordance with the then-current documentation, provided that such Software is properly used by Licensee in accordance with such documentation and this Agreement. Axiad IDS makes no warranty as to the Software after said ninety (90) day period. Axiad IDS does not warrant that the Software will meet Licensee's requirements or will operate in combination with other software or Hardware which may be selected for use by Licensee, or that the operation of the Licensed Programs will be uninterrupted or error-free. Axiad IDS's sole and exclusive liability and Licensee's sole and exclusive remedy under this limited warranty shall be, at Axiad IDS's election, either: (i) replacement of the disk if defective, or (ii) Axiad IDS's commercially reasonable effort to make the Software perform substantially in accordance with the accompanying documentation, if the Software initially delivered is defective. The above remedies are available only if Axiad IDS is promptly notified in writing within the ninety (90) day warranty period. This limited warranty is VOID if failure of the Software is due to accident, abuse or misuse. If Licensee discovers within this period that the Software fails to substantially conform to the documentation, Licensee must promptly notify Axiad IDS in writing and obtain a Return Material Authorization ("RMA") and a RMA number from Axiad IDS prior to return of the defective Software. Any replacement Software will be warranted for the remainder of the original warranty period, or for thirty (30) days, whichever is longer.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WARRANTIES STATED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR QUALITY OF SERVICE. NO WARRANTIES SHALL ARISE UNDER THIS AGREEMENT FROM COURSE OF DEALING OR USAGE OF TRADE. AXIAD IDS DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION IS FREE OF THIRD PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS. LICENSEE ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO

ACHIEVE LICENSEE'S INTENDED RESULTS, AND FOR THE OPERATION, USE AND RESULTS OF THE SOFTWARE.

Without limiting the foregoing, Licensee is responsible for the supervision, management and control of the use of the Software and any output of the Software, including but not limited to proper installation and establishment of adequate backup and archival processes to prevent any adverse consequences in the event of a software malfunction. Axiad IDS does not warrant that Licensee's use of the Software will be uninterrupted or error-free. The entire risk as to the quality and performance of the Software and any related products and services and any content provided thereby remains with Licensee and, should any of the foregoing prove defective or harmful, Licensee assumes the entire risk and cost of servicing, repair or correction.

- 5. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AXIAD IDS, ITS LICENSORS, AGENTS, SUPPLIERS, DISTRIBUTORS OR RESELLERS SHALL NOT BE LIABLE WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, DATA OR LOSS OF USE, OR PROCUREMENT OF REPLACEMENT SOFTWARE, HOWEVER INCURRED BY THE LICENSEE OR ANY THIRD PARTY UNDER THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.
- 6. Export. Licensee shall comply fully with all international and national laws and regulations that apply to the Software and to Licensee's use thereof, including, but not limited to, the U.S. Export Administration Regulations and end-user, end-use and destination restrictions issued by U.S. and other governments. Without limiting the generality of the foregoing, Licensee expressly agrees that it shall not, and shall cause its representatives to agree not to, export, directly or indirectly, reexport, divert, or transfer the Software or any direct product thereof to any destination, company or person restricted or prohibited by U.S. laws or regulations or laws or regulations of any other applicable jurisdiction.
- 7. Third Party Software Component License Terms. This Software may include third party software pursuant to the terms and conditions of the associated license agreements. AXIAD IDS IS NOT THE MANUFACTURER OR OWNER OF THE THIRD PARTY SOFTWARE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW MAKES NO WARRANTY WITH RESPECT TO THE THIRD PARTY SOFTWARE, WHICH THIRD PARTY SOFTWARE IS PROVIDED TO LICENSEE "AS IS".
- 8. U.S. Government Restricted Rights. The Software is provided with "Restricted Rights". Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in

subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or Rights in Data at 48 CFR 52.227-14, as applicable (and the successor clauses to any of the foregoing). The contractor/manufacturer is Axiad IDS, Inc. . All Software provided to the U.S. Government, including its civilian and military agencies, is commercial computer software that was developed at private expense prior to its provision to any U.S. Government entity. Subject to any applicable regulations set out in the FAR or DFARS (and any superseding regulations), the Software is provided with the commercial license rights and restrictions described elsewhere in this Agreement or the separate software license agreement. For Department of Defense agencies, the restrictions set forth in the "Technical Data - Commercial items" clause at DFARS 252.227-7015 (Nov 1995) shall also apply.

- 9. Term and Termination of License. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Axiad IDS shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon any termination, or if Licensee should give up personal use and control of the computers on which the Software is installed, Licensee shall destroy or return all copies of the Software and any related materials in any form.
- 10. General. If any of these provisions are held to be unenforceable in any jurisdiction for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (a) of such provision under other circumstances or jurisdictions, or (b) of the remaining provisions hereof under all circumstances or jurisdictions. These terms and conditions, and interpretation thereof, will be governed by the Federal laws of the United States. These terms and conditions, the separate software license agreement, and Licensee's use will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

LICENSEE ACKNOWLEDGES THAT IT HAS READ THESE TERMS AND CONDITIONS, UNDERSTAND THEM, AND AGREES TO BE BOUND IN ALL RESPECTS, EXCEPT AS OTHERWISE PROVIDED IN AN APPLICABLE SEPARATE SOFTWARE LICENSE AGREEMENT BETWEEN THE PARTIES. LICENSEE FURTHER AGREES THAT THESE TERMS AND CONDITIONS, TOGETHER WITH THE APPLICABLE SEPARATE SOFTWARE LICENSE AGREEMENT, IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN LICENSEE AND AXIAD IDS AND SUPERSEDES ANY PROPOSAL, OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN LICENSEE AND AXIAD IDS OR ITS AFFILIATES RELATING TO THE SUBJECT MATTER HEREIN.