

Cleo Communications US, LLC **Software End-User License Agreement**

This Cleo Communications US, LLC Software End-User License Agreement ("EULA") is a legal agreement between you, either an individual or a single entity, and Cleo Communications US, LLC ("Cleo") for the following

Streem CenterTM Streem Xerox Parser

which includes the User's Guide, any associated software components, any media, any printed materials other than the User's Guide, and any "online" or electronic documentation (collectively, the "Software") and the Cleo supplied hardware (collectively, the "Hardware"). By installing, copying, downloading, accessing or otherwise using the Software or Hardware, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the Software or Hardware. If the Software was mailed to you, return the media envelope, UNOPENED, along with the rest of the package to the location where you obtained it within 30 days from purchase.

The current EULA can be found at www.cleo.com/support/byProduct/streem/streemdocumentation.php.

Cleo may modify this EULA from time-to-time, as it deems necessary or appropriate. Any differences between this EULA and the online version are superseded by the online version.

This EULA shall supersede all other agreements either verbally or written.

1. GRANT OF LICENSE.

- a. <u>License</u>. The Software is licensed to you, not sold. In consideration of payment of licensing fees for the Software, Cleo hereby grants to Customer, along with its subsidiaries and affiliates, a perpetual, nontransferable, non-exclusive, royalty-free license to use such Software. Cleo shall provide Customer with one (1) copy of the Software in object code form, via download or CD/ROM, along with the accompanying documentation. The term of such Software license shall commence on the date of delivery of such Software to Customer. The Software and documentation may be used by Customer's contractors solely for Customer's business operations in accordance with the terms of this EULA, and Customer shall be responsible for the compliance of contractors with the terms of the EULA.
- b. Registered Copy. After you have purchased the non-exclusive, non-transferable license to use the Software, and subject to the terms of this EULA, you are licensed to copy the Software only into the memory of the number of computers corresponding to the number of licenses purchased. Under no circumstances may the Software be operated at the same time on more than the number of computers for which you have paid a separate license fee. You may not duplicate the Software in whole or in part, except that you may make one copy of the Software for backup archival purposes. You may terminate this license at any time by destroying the original and all copies of the Software in whatever form. You may not transfer any of your rights under this EULA.

- c. Title. All title and intellectual property rights in and to the Software are owned by Cleo. All rights not expressly granted under this EULA are reserved by Cleo.
- d. Use. The License granted to you by this EULA is for your use of the Software in your business. You assume sole responsibility for the selection of the Software and Hardware to achieve your intended results and for the installation, use and results obtained from this product.

2. RESTRICTIONS.

- a. You may not reverse engineer, de-compile, disassemble, or otherwise attempt to create the source code from the Software.
- b. The Software is licensed to you for use only on a single system. THIS SOFTWARE IS LICENSED TO OPERATE ONE CONCURRENT SESSION ON A SINGLE COMPUTER
- c. The Software is licensed to you on a per port basis. You may not use the Software for more ports than you are licensed for.
- d. You may not use the Software to perform any unauthorized transfer of information (e.g. transfer of files in violation of a copyright) or for any illegal purpose.
- e. You may not rent, sell, lease, lend, or otherwise transfer or distribute the Software to others.
- f. You may not remove, hide, move, or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software.
- g. You may not modify, or create derivative works based upon the Software, in whole or in part.
- h. You may not transfer any rights under this EULA, including, but not limited to, to any other company.
- 3. SUPPORT SERVICES. Cleo may provide you with support services related to the Software and Hardware. Use of support services is governed by Cleo policies and programs described in the User's Guide, online documentation, and/or other Cleo-provided materials, as they each may be modified from time-to-time. Any supplemental Software code provided to you as part of the support services shall be considered part of the Software and subject to the terms and conditions of this EULA. With respect to technical information you provide to Cleo as part of the support services, Cleo may use such information for its business purposes, including for product support and development. Cleo reserves the right to obtain customer metrics regarding such performance criteria as up-time, usage, performance and others in its effort to improve product and market features. Cleo will not utilize such technical information in a form that personally identifies you.
- 4. TERMINATION. This EULA shall terminate automatically if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software. You may terminate this license at any time by destroying the original and all copies of the Software in whatever form they may be.
- 5. COPYRIGHT. The Software is protected by United States copyright law, as well as, other intellectual property laws and international treaty provisions. You acknowledge that no title to the intellectual property in the Software is transferred to you. You further acknowledge that title and full ownership rights to the Software will remain the exclusive property of Cleo and you will not acquire any rights to the Software except as expressly set forth in this License. You agree that any copies of the Software will contain the same proprietary notices which appear on and in the Software.

6. EXPORT RESTRICTIONS. You agree that you will not export or re-export the Software or Hardware to any country, person, entity, or end user subject to U.S.A. export restrictions. Restricted countries currently include, but are not necessarily limited to, Cuba, Iran, Libya, North Korea, Sudan, and Syria. You warrant and represent that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied your export privileges. You acknowledge and agree that you are solely responsible for compliance with any and all export rules and regulations.

7. WARRANTY.

- a. Cleo warrants to the original purchaser: (i) for a period of one (1) year from the date of installation that the Software, in its unmodified form as delivered to the original purchaser, shall perform in all material respects according to Cleo's published specifications; (ii) for a period of one (1) year from the date of installation that the Hardware shall perform in all material respects according to Cleo's published specifications; and (iii) for a period of one (1) year from the date of purchase, software diskettes and compact discs in their unmodified form, as initially delivered to the original purchaser, sold alone or as part of other Cleo products, shall perform in all material respects according to Cleo's published specifications.
- b. Cleo's sole obligation and liability shall be to repair or replace during normal business hours, at Cleo's option, the Cleo products found to be defective and subject to this warranty so that the Software or Hardware, as applicable, will perform in material conformance with the applicable specifications.
- c. Hardware will be exchanged on a return merchandise authorization/exchange basis and will be either reconditioned or new. All parts and products returned for replacement become the property of Cleo. Replaced parts are warranted for the remaining warranty period of the original product.
- d. This limited warranty does not include service to repair damage to any product from accident, disaster, misuse, abuse, electrical malady, or from modification, repair, relocation of the product by other than Cleo personnel or customer personnel authorized by Cleo to modify, repair or relocate the product, or operation of non-Streem software on the system or connection of the Streem system to non-Streem systems.
- e. Any attempt by persons not authorized by Cleo to repair or modify Hardware or Software products in any way voids this warranty. Determination of the occurrence of attempted service or modification of products by unauthorized or untrained persons is solely at the discretion of Cleo.
- THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CLEO DOES NOT WARRANT THAT THE PRODUCT WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.

8. LIMITATION OF LIABILITY.

a. IF THE HARDWARE OR SOFTWARE IS NOT IN WORKING ORDER, YOUR ONLY REMEDY IS REPAIR OR REPLACEMENT, AS DESCRIBED IN SECTION 7. UNDER NO CIRCUMSTANCES WILL CLEO OR ITS SUPPLIERS BE LIABLE FOR CONSEQUENTIAL DAMAGES TO YOU OR ANY THIRD PARTY, INCLUDING ANY LOSS OF BUSINESS, REVENUE SAVINGS, PROFITS, USE, DATA OR ANY OTHER DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, TORT OR OTHERWISE, CAUSED BY THE DELIVERY, PERFORMANCE USE OF THIS SYSTEM OR INABILITY TO

USE IT, EVEN IF CLEO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OTHER CLAIMS. CLEO'S ENTIRE LIABILITY WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, TORT OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF U.S. \$1.00 OR THE DOCUMENTED PURCHASE PRICE OF THE HARDWARE OR SOFTWARE, AS APPLICABLE.

- b. SOME STATES PROHIBIT EXCLUSION OR LIMITATION OF DAMAGES FOR CONSUMER PRODUCTS. IF YOU LIVE IN ONE OF THESE STATES, THESE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY PROVIDES YOU WITH SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHERS DEPENDING ON THE STATE IN WHICH YOU LIVE.
- c. You agree to indemnify and hold Cleo harmless against any and all claims, losses, damages, liens, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in connection with third party claims against Cleo as a result of your use of the product.
- **9. U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause of DFARS 252.227-7013 or subparagraphs (c)(i) and (2) of the Commercial Computer Software- Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is: Cleo Communications 4203 Galleria Drive, Loves Park, IL 61111 USA.
- 10. SEVERABILITY. If any provision of this EULA is held to be unenforceable, this EULA shall remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this EULA will immediately terminate.
- 11. MISCELLANEOUS. If you acquired the Software or Hardware in the United States, this EULA is governed by the laws of the State of Illinois. If any portion of this EULA is found to be void or unenforceable, the remaining provisions shall remain in full force and effect. If you acquired the Hardware or Software outside of the United States, then local laws may apply.

Should you have any questions concerning this EULA, or if you desire to contact Cleo for any reason, please contact Cleo by mail at: P.O. Box 15835, Loves Park, IL 61132-5835, by telephone at: 800.233.2536, +1.815.282.7600, or by electronic mail at: sales@cleo.com.