

QUITE SOFTWARE LTD

End User License Agreement and Limited Warranty

TYPE: Single server, local network

NOTICE. This is a contract. By accepting this contract you agree to its terms.

DEFINITIONS. The term “Software” includes the product, software, fonts and documentation, to which this license applies, also including any Adobe software, fonts and documentation included, and includes any upgrades, modified versions, updates, additions, and copies thereof. “Quite” means Quite Software Limited, the licensors of this software to you.

COPYRIGHT AND INTELLECTUAL PROPERTY. The Software is owned by Quite and its suppliers, and its structure, organization and code are the valuable trade secrets of Quite and its suppliers. This software is protected by United Kingdom Copyright law and international treaties. The Software is also protected by United States Copyright law and International Treaty provisions. **In order to protect our rights under these laws, you are granted only the right to use this software in accordance with this contract.** This contract grants you the license to use the software, and no other rights not specifically assigned. You acknowledge and agree that Adobe is the owner of certain proprietary information and intellectual property rights included in the Adobe Products and the Documentation. Adobe is a third party beneficiary entitled to enforce Quite’s rights and your obligations hereunder and to seek appropriate legal and equitable remedies, including but not limited to, damages and injunctive relief, for your breach of such obligations. You may not copy the Software, except as provided in this End User License Agreement. Any copies that you are permitted to make pursuant to this End User License Agreement must contain the same copyright and other proprietary notices that appear on or in the Software. You agree not to

Quite Software

Quite Software Ltd, Carraig Thura, Lochawe, Argyll, PA33 1AF, UK

Company No: 3247365 Registered in England & Wales.

Registered Office: Well Court, 14-16 Farringdon Lane, London, EC1R 3AU

modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. Except as stated above, this End User License Agreement does not grant you any intellectual property rights in the Software.

USE OF THE SOFTWARE. This software may be installed and used **on only one computer**. Use on more than one location , whether by multiple copies of the software or by sharing a single copy using a computer network is in violation of this license. If changing the one computer, you must first uninstall the software from any computer before you install it on any different computer. You may make one backup copies for the sole purpose of protecting your investment. Backup copies are not to be installed or run unless the original is uninstalled. Where multiple disks or additional software is supplied, for instance versions for multiple computer platforms, or updated versions of the product, that does not grant additional rights to use more than one copy at a time.

NETWORK USE. This software may be used on a network subject to particular restrictions. The network may not be used to run copies of the software on more than one computer. Work may be delivered to the software using only the local network, and the results may be delivered using only the local network.

Automated processes to receive from or deliver to outside the local network, directly or indirectly, with or without a delay or queuing system, are not allowed by this license. The local network is a network operated by a single company at a single location. Other network uses are not permitted.

ADOBE SOFTWARE AND FONTS. This product includes elements of the “Adobe PDF Library”, which Quite has licensed for its exclusive use. No further rights to develop with this library can be granted by Quite. This product may also include fonts, for its own use. **No rights to install or embed these fonts** are granted.

WARRANTY. Quite Software warrants the physical material (enclosed disks and documentation) as free from manufacturing defects for a period of 30 days after the original purchase but not after transfer to a third party.

The logo for Quite Software features the company name in a large, bold, serif font. The 'Q' and 'S' are particularly prominent, with decorative flourishes. The background of the logo is a solid blue color.

Quite Software Ltd, Carraig Thura, Lochawe, Argyll, PA33 1AF, UK

Company No: 3247365 Registered in England & Wales.

Registered Office: Well Court, 14-16 Farringdon Lane, London, EC1R 3AU

LIMIT OF LIABILITY. In all cases the liability for any breach of this warranty shall be limited to the replacement of parts. Liability shall not be extended to any claim for damages in relation to loss of data, loss of profit or any such consequential damages, even if we have been advised of the possibility of such claim. The foregoing states the sole and exclusive remedies for Quite's breach of warranty. Except for the foregoing limited warranty, Adobe and its suppliers make no warranty, express or implied, as to merchantability, fitness for any particular purpose, or non-infringement. In no event will Adobe or its suppliers be liable to you for any consequential, incidental or special damages, including any lost profits or lost savings, even if an Adobe representative has been advised of the possibility of such damages, or for any claim by any third party. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties, or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the extent permissible, any implied warranties are limited to thirty (30) days. This warranty gives you specific legal rights. You may have other rights which vary from state to state or jurisdiction to jurisdiction.

EXPORT RULES. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this End User License Agreement.

GOVERNING LAW. The laws of the United Kingdom shall be used to interpret and govern this license except as noted below. If any part of this End User License Agreement is found void and unenforceable, it will not affect the validity

Quite Software

Quite Software Ltd, Carraig Thura, Lochawe, Argyll, PA33 1AF, UK

Company No: 3247365 Registered in England & Wales.

Registered Office: Well Court, 14-16 Farringdon Lane, London, EC1R 3AU

of the balance of the End User License Agreement, which shall remain valid and enforceable according to its terms. This End User License Agreement shall not prejudice the statutory rights of any party dealing as a consumer. In any dispute in which Adobe is a properly named party, this Agreement will be governed by and construed in accordance with the substantive laws in force in the State of California. The courts of Santa Clara County, California, shall have non-exclusive jurisdiction over all disputes relating to this Agreement. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

TRADEMARKS. Adobe and Adobe PDF Library are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

INTENDED USE. If you are uncertain about the suitability of this product for your intended purposes, you are advised to contact Quite Software before accepting these terms.

SERIAL NUMBERS AND PRIVATE CODES. You will take reasonable steps to protect the combination of serial number and private code issued to you, and shall not share them other than with Quite and its authorized representatives. If you are being granted a temporary license to use this product, you may not circumvent the terms of the temporary license by, for instance, changing the date on your computer system.

DEMONSTRATION. If the product you are using is described as demonstration, you accept that this is only intended for demonstration or evaluation use, or such other use as Quite or its authorized representatives have granted, and that you will not use it for any other purpose.

**** END OF LICENSE ****



Quite Software Ltd, Carraig Thura, Lochawe, Argyll, PA33 1AF, UK

Company No: 3247365 Registered in England & Wales.

Registered Office: Well Court, 14-16 Farringdon Lane, London, EC1R 3AU