# Racami, LLC End User License Agreement

### \*\*\* READ THIS LICENSE AGREEMENT BEFORE YOU INSTALL THE SOFTWARE \*\*\*

This End User License Agreement ("Agreement") is a legal contract between the end user ("Licensee") and Racami, LLC ("Racami"), each a "Party" and collectively the "Parties", governing Licensee's Use of the Licensed Software the ("Product") distributed with this Agreement. By Using the Product, you agree to the terms of this Agreement as a Licensee. If you do not want to agree, or believe you are not authorized to agree, to the terms of this Agreement, you must not Use the Product.

Carefully read the following terms and conditions before Installing this Racami Product. By Installing, copying or otherwise Using the Licensed Software, you represent (i) that you have been authorized to accept the terms and conditions of this Agreement as a Licensee on behalf of an organization (in which event "you" and "your" shall refer to you and such organization, as the case may be), or (ii) that you intend to be personally bound by the terms and conditions of this Agreement as a Licensee. If you are not so authorized or do not intend to be personally bound, then Racami is unwilling to license you the Licensed Software and the installation, copying or Use of the Licensed Software is a violation of U.S. and international copyright laws and conventions. If you accept these terms for an organization on whose behalf you are authorized to act, you may Install, copy or use the Licensed Software only on behalf of such organization. If you intend to be personally bound, you may Install, copy or Use the Licensed Software only for you personally. If you do not agree with the terms and conditions of this Agreement, do not Install, copy or otherwise Use the Licensed Software, and promptly return the Licensed Software, text files and any accompanying written materials (the "Documentation"), and any packaging.

#### A. SOFTWARE LICENSE AGREEMENT

- These definitions shall govern the use of terms in this Agreement: "Racami, LLC" a Georgia 1. corporation, whose address is 50 Satellite Blvd, NW, Suite E, Suwanee, GA 30024, is the author and owner or authorized distributor of the Licensed Software and developer or authorized distributor of the Product "Designated Device" is a standalone computer workstation or containing a central processing unit (CPU) and random access memory (RAM) that runs the Licensed Software using only the CPU and RAM in that workstation. "Licensed Software" is the set of computer programs and files licensed to Licensee, regardless of the form in which Licensee may subsequently use them, and regardless of any modification that Licensee may make to them. Licensed Software includes (a) all of the contents of the files, disk(s), CD-ROM(s) or other media with which this Agreement is provided, including but not limited to (i) Racami or third party computer information or software; (ii) related explanatory written materials or files ("Documentation"); (iii) fonts; and (b) upgrades, modified versions, updates, additions, and copies of the Licensed Software, if any; (iv) Adobe Systems Incorporated ("Adobe") Technology and related documentation, and any upgrades, modified versions, updates, additions, and copies thereof that may be distributed in the set of computer programs and files licensed to Licensee. The Licensed Software is licensed in machine-readable form or other appropriate binary format as determined by Racami in its sole discretion; "License" means a license to Use the Licensed Software and Product pursuant to the terms of this Agreement and the rights and obligations which it creates under United States Copyright law and the laws of the several states and territories of the United States; "Licensee" is the end user (individual or company) of the Licensed Software or Product. "Use", "Used" or "Using" means to install, access, operate, configure, copy or otherwise benefit from using the functionality of the Licensed Software or Product; "Computer System" means any type of single computer or workstation containing one or more central processing units. A "Server" means a Computer System that operates as a server in a client/server architecture. A "Client" means a Computer System that operates as a client in a client/server architecture. "Install" means to copy, download or transfer any Licensed Software to the memory, hard drive or storage device of, or usable by, any Computer System or device capable of running the Licensed Software, and "Installation", "Installing" and "Installed" shall have corresponding meanings. "Installed Copy" means a copy of Licensed Software that has been Installed;
- 2. On the terms of this Agreement, Racami, LLC grants to Licensee the non-exclusive, non-transferable (by operation of law or otherwise) License to Use the Licensed Software for the purposes, devices, time periods, performance constraints, and utilization constraints (collectively the "Permissions") designated by Racami for the specific modules and programs licensed hereunder by Licensee. Racami may designate the Permissions on an invoice for those specific modules and programs, on a License Certificate that Racami provides to Licensee, within the Licensed Software, with a software system Racami chooses. A License Certificate is a document generated by Racami that specifies the Licensed Software modules, purposes, devices, time periods, performance constraints, and utilization constraints approved by Racami for Licensee's use under this Agreement. Unless otherwise approved by Racami in writing, Licensee may Use the Licensed Software on one Designated Device that is compatible with the Permissions

and, if not otherwise permitted, uses a single CPU. If the Designated Device is a standalone computer workstation and is inoperative because of (i) malfunction, (ii) performance of maintenance, or (iii) modification to the Designated Device, Licensee may Use the Licensed Software on a backup or substitute computer while the Designated Device is inoperative. Except as otherwise approved by Racami in writing, Licensee may Use the Licensed Software on only one computer regardless of the number of updates, unless Licensee has paid Racami the License fee set by Racami for Using the Licensed Software on additional computers or printing devices. If the Licensed Software is an update or upgrade, Licensee is authorized to use the Licensed Software only if it is an authorized user of a qualifying product as determined by Racami. In such case, the Licensed Software and this Agreement replace the qualifying product and any license agreement with respect to such qualifying product. Except as herein provided for backup and disaster recovery, Licensee must uninstall the Licensed Software from the current Designated Device in order to use a replacement Designated Device. Licensee shall not modify or distribute the Licensed Software. Racami may immediately terminate Licensee's License to Use the Licensed Software if Licensee violates any term of this Agreement. In such event and unless otherwise authorized by Racami, Licensee must promptly remove and return to Racami the Licensed Software and all of its component parts including all media and hardcopy Documentation, and Licensee must destroy any electronically stored copies. Licensee agrees not to Use the Product for any purpose unless Racami has granted Licensee an Evaluation Period or unless Licensee, or Authorized Reseller acting on Licensee's behalf, has paid Racami the fee set by Racami for Licensee's Use of the Product for such purpose. Licensee shall pay (and reimburse Racami on request if Racami is required to pay) any sales, use, value added (VAT), withholding, consumption or other tax (excluding any tax on Racami's net income) or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on Licensee's Use or License of the Licensed Software, Product or Documentation.

- 3. In its sole discretion, Racami may grant Licensee temporary authorization to Use the Product for the purpose of evaluating or demonstrating the Product in accordance with the terms of this Agreement (an "Evaluation Period"). Racami determines the length of an Evaluation Period, and Racami may terminate this temporary License and Evaluation Period at any time. For Use of the Product beyond this authorized Evaluation Period, Licensee agrees to pay Racami a fee set by Racami in Racami's sole discretion.
- 4. If at any time Licensee requires additional copies of the Licensed Software or a change to the Licensed Software Permissions, Licensee shall contact Racami or an authorized Racami distributor or reseller to obtain such Licenses. If Licensee makes or Installs additional copies of the Licensed Software contrary to this Agreement or if Licensee's Usage at any time exceeds the Permissions for which Licensee has paid a License fee, then, in addition to any other remedies Racami may have, Licensee agrees to immediately make payment to Racami for such unlicensed Installed Copies or additional Permissions at Racami's then-current list prices.
- 5. A Production License is a License to Use Racami Licensed Software and Product in commercial, for-profit, production Use and not solely for testing, evaluating, demonstrating or providing backup for the Product. A Demonstration License is a restricted-use License to Use Racami Licensed Software to test, support or demonstrate applications of the Product but not to run, or to provide backup of, for-profit, production applications. A Backup License is a restricted-use License to Use the Licensed Software for a limited period of time designated in the Permissions and for the sole purpose of providing backup to a Production License of a Designated Device that has become inoperative. A Test License or a Development License is a restricted-use License to Use the Licensed Software solely for the purposes of testing Product applications and providing backup for a Production License. Licensee's Use of a Test License or a Development License for backup and disaster recovery of Licensee's Production License is conditional and requires that (i) Licensee's Production License system is inoperative and (ii) the Permissions granted for the Test License or Development License are equal to or greater than those Permissions Licensed in the inoperative Production License. A Development License or Test License provides Licensee with restricted usage for intervals and increments of time (a Development Period or Test Period, respectively) as set by the Permissions. Racami may require payment of both Racami's designated fee for a Development or Test License, as well as Racami's designated annual maintenance and license fees for any associated Production Licenses, as a condition of granting a Development License, Development Period, Test License or Test Period. Racami will designate whether the License granted hereunder is a Production, Demonstration, Development, Test or Backup License in the Permissions.

- 6. Licensee shall not, and shall not permit others to, modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, copy (except as necessary for Use under this Agreement or for back-up or archival purposes) or otherwise Use the Licensed Software or its security software (or any portion thereof), including for reasons of error correction or interoperability, except (i) as permitted under this Agreement; and (ii) to the extent expressly permitted by applicable law and to the extent Racami is not permitted by that applicable law to exclude or limit such rights. Licensee may not assign, sublicense, rent, lease, sell, transfer or otherwise make available the Licensed Software to another person, subsidiary, parent company or other company without the express written permission of Racami. This Agreement does not grant Licensee Uses the Licensed Software to serve the production needs of another person or entity, then any Use of the License shall be restricted to the physical premises in which the Licensed Software is first so Used.
- 7. The Licensed Software is a proprietary product of Racami, LLC, and its structure, organization, performance characteristics and code are the valuable trade secrets and confidential information of Racami and its suppliers. The Licensed Software is protected by copyright, including without limitation United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being Used. Licensee shall maintain all copyright and other proprietary notices on the Licensed Software, including on any copies permitted under this Agreement, and Licensee shall not alter, deface or otherwise obscure any copyright or other proprietary notice on the Licensed Software and its Documentation. The Licensed Software is Licensed, not sold. Licensee may not make any copies of the Licensed Software nor allow anyone else to make any copies of the Licensed Software except that the Licensee may make a reasonable number of archival copies of the Licensed Software so long as these archival copies are maintained for the exclusive purpose of restoring a properly Licensed configuration of the Licensed Software in the event of computer failure or a loss of configuration data. Racami authorizes Licensee to reproduce so many copies of the Licensed Software Documentation as are reasonably necessary for internal purposes in support of the Licenses purchased by Licensee. Licensee's rights hereunder are those of a Licensed user only and the Licensed Software shall at all times remain the property of Racami. Except as expressly stated herein, this Agreement does not grant Licensee any intellectual property rights in the Licensed Software and all rights not expressly granted are reserved by Racami. You may not copy the Licensed Software, except as provided in this Agreement. Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear in the Licensed Software. Adobe and Adobe PDF Library are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.
- 8. Unless otherwise designated by Racami in writing, Racami warrants the operation of the Licensed Software and Product (as set forth in Section C) on a Designated Device (as set forth in Section A) with the operating system and environment for which it was designed as determined by Racami. Attempts to Use the Licensed Software in a modified operating system or environment may not be supported. Use of the Licensed Software in conjunction with any non-Racami product that modifies, decompiles or recompiles the Licensed Software or in any way creates a derivative or modified copy of the Licensed Software is not an authorized Use. Further, such unauthorized Use is not supported by Racami and voids the Racami product warranty set forth below, as well as voids Licensee's authorization to Use the Product.
- 9. This License shall continue, subject to the Permissions designated by Racami and expiration or limits of usage of an applicable Evaluation Period or relevant Production, Test, Development, Demonstration or Backup License, so long as Licensee uses the Licensed Software in compliance with the terms and conditions of this Agreement. Licensee may terminate this Agreement and Licensee's License at any time by removing the Licensed Software from all Designated Devices and destroying all copies of the Licensed Software and all copies of the Documentation and certifying to Racami in a written notice that it has done so and wishes to terminate this Agreement; however, any protections granted to Racami under this Agreement shall survive termination of this Agreement and Licensee shall promptly pay Racami any debts or fees accrued by Licensee that are payable to Racami. Unauthorized copying of the Licensed Software or the Documentation or otherwise failing to comply with the terms and conditions of this Agreement by Licensee will result in the automatic termination of the Licenses granted to Licensee under this Agreement and will make available to Racami other legal remedies. Upon termination of this Agreement for any reason, the Licenses granted herein will terminate and Licensee shall immediately destroy the Licensed Software and Documentation and all back-up copies thereof. In addition, except as otherwise expressly set forth herein, under no circumstances shall Licensee be entitled to a refund or return of any purchase price or License fees paid upon termination of this Agreement for any reason.

10. If the Licensed Software includes font software, you may embed the font software, or outlines of the fonts software, into your electronic documents to the extent that the font vendor copyright owner allows for such embedding. The fonts contained in this package may contain both Adobe and non-Adobe owned fonts. You may fully embed any font owned by Adobe.

## B. LIMITED WARRANTY

Racami warrants, for a period of one (1) year following the date that the Licensed Software or Product was shipped or otherwise first made available to Licensee (the "Warranty Period"), that the Licensed Software and Product will substantially conform to the accompanying Documentation, provided Racami has been paid the requisite licensing fee set by Racami for Licensee's Use of the Product. Provided Licensee reports, in writing, a significant, non-conforming defect or error in the Licensed Software or Product to Racami during the warranty period, Racami shall provide support by telephone, email, or other electronic means, Monday through Friday 8AM to 5PM Eastern Time, excluding government recognized holidays, to provide workarounds or to correct significant and demonstrable Licensed Software program or Documentation errors within a reasonable period of time using commercially reasonable efforts. Racami does not guarantee it will be able to resolve all identified problems or errors.

THE FOREGOING WARRANTY IN SECTION C IS THE ONLY WARRANTY MADE BY RACAMI. RACAMI AND ITS SUPPLIERS, INCLUDING ADOBE, MAKE AND LICENSEE RECEIVES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND RACAMI EXPRESSLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. RACAMI DOES NOT WARRANT THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. RACAMI IS NOT LIABLE FOR LICENSEE'S LOSS OF LICENSED SOFTWARE DUE TO FIRE, THEFT, ABUSE, WEATHER, OR ANY OTHER CAUSE. RACAMI WILL NOT BE LIABLE FOR ANY SUCH CLAIM BY ANY OTHER PARTY. LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR THE BREACH OF ANY PROVISIONS OF THIS AGREEMENT OR FOR BREACH OF WARRANTY SHALL BE LIMITED TO THE REPLACEMENT OF THE LICENSED SOFTWARE OR PRODUCT, OR RACAMI'S COMMERCIALLY REASONABLE EFFORTS TO CORRECT THE LICENSED SOFTWARE OR ITS DOCUMENTATION, OR A REFUND OF THE PURCHASE PRICE, DEPRECIATED MONTHLY ON A THREE YEAR STRAIGHT LINE BASIS, OF AN AFFECTED LICENSED SOFTWARE MODULE OR A PRODUCT COMPONENT. THE CHOICE OF REMEDIES SHALL BE MADE AT THE OPTION OF RACAMI.

IN NO EVENT WILL RACAMI OR ITS SUPPLIERS, INCLUDING ADOBE, BE LIABLE TO LICENSEE FOR LOST DATA OR DAMAGES, INCLUDING ANY LOSS OF PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE LICENSEE'S USE OF OR INABILITY TO USE THE LICENSED SOFTWARE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF RACAMI OR AN AUTHORIZED RACAMI RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. IN NO EVENT SHALL RACAMI'S LIABILITY UNDER ANY LEGAL THEORY EXCEED THE LICENSE FEE PAID TO RACAMI FOR LICENSEE'S USE OF THE LICENSED SOFTWARE. NO DEALER, AGENT OR EMPLOYEE OF RACAMI IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS LIMITED WARRANTY. RACAMI'S LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL RACAMI'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF CLAIMS OR SUITS AGAINST MORE THAN ONE RACAMI PRODUCT LICENSED UNDER THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMIT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE LIMITATIONS SET FORTH ABOVE SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE ESSENTIAL FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY OR REMEDY SET FORTH IN THIS AGREEMENT. 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 THAT VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSEE HAS FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FINDS IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. IF LICENSEE DOES NOT ACCEPT THIS ALLOCATION OF RISK, LICENSEE SHALL NOT USE THE PRODUCT.

#### C. PRODUCT MAINTENANCE

Licensee shall be entitled to Technical Support and Software Updates ("Product Maintenance"), during a Support Period. A Support Period is a period of time for which Licensee, or an authorized Racami reseller performing on Licensee's behalf, has paid Racami a fee designated by Racami for Racami to provide Licensee such Product Maintenance. Technical Support shall mean support provided by Racami by telephone, email, or other electronic means to assist Licensee with Licensed Software configuration and operation. Technical Support shall not include the writing of programs or scripts; however, Racami, in its sole discretion, may offer or provide such writing of programs or scripts. Any such programs or scripts written by Racami shall remain the property of Racami and shall be licensed to Licensee under the terms of this Agreement, to be used with Racami Product while such Racami Product is in a Support Period. The terms, hours, prices and availability for Product Maintenance and Support Periods shall be determined exclusively by Racami. From time to time, Racami, in its sole discretion, may create updated versions of the Licensed Software for general availability ("Software Updates"). So long as a Licensed System is within a Support Period, Licensee may update its Licensed Software with these Software Updates. Software Updates will not include any enhancement, modification, or new versions of the Licensed Software that Racami decides, in its sole discretion, to make generally available as a separately priced item. Software Updates that you install and updates to the Documentation shall be deemed part of the Licensed Software or Documentation, as the case may be, and are licensed pursuant to the terms set forth in this Agreement. Racami is not required to provide Product Maintenance to Licensee outside of a Support Period except as otherwise provided under a Warranty Period. If Licensee has more than one Licensed System from Racami, the eligibility of each Licensed System for Product Maintenance applies to each Licensed System separately. Racami is not required to offer Support Periods for any Product after the Warranty Period. Racami may require all Licensed Systems used on a Designated Device or with a Protection Key to be within an active Support Period for any such Licensed System to be within a Support Period. A Licensed System is the Licensed Software properly licensed on, and actively enabled by, security software.

Licensee shall give Racami access to the Licensed Software, the hardware on which the Licensed Software is installed and all relevant documentation and records, and shall provide such reasonable assistance as Racami may request including, without limitation, sample output and other diagnostic information to help reproduce errors reported by Licensee.

Racami shall not be obligated to provide Licensee with Product Maintenance unless Licensee is entitled to Product Maintenance. Racami shall not be obligated to provide Product Maintenance from any particular location or by any particular means except by mail, telephone or email. Racami shall have no responsibility under these Product Maintenance provisions for the installation or personal delivery of any Licensed Software, Product or any Software Updates. Racami may, under circumstances determined by Racami in its sole discretion, provide certain aspects of Product Maintenance at an alternate site or in an alternate means. Licensee may procure on site support services or installation services from Racami, at Racami's discretion and at Racami's then-current published rates for professional services, pursuant to Racami's standard services terms.

Racami is not required to provide Product Maintenance services relating to problems arising out of (i) Licensee's failure to implement all available Software Updates to the then current version of the Licensed Software; (ii) changes to Licensee's operating systems or environment which adversely affect the Licensed Software; (iii) any alterations of, or additions to, the Licensed Software performed by parties other than Racami; (iv) accident, negligence, or misuse of the Licensed Software on a Computer System or operating system, or with software or peripherals, that are not compatible with those specified in the Documentation; or (vii) failure by Licensee to implement recommendations in respect of solutions to faults previously advised by Racami. Racami will be obligated to provide Product Maintenance for only the then-current production release or version of the Licensed Software.

Racami's obligation to provide Product Maintenance for any particular Licensed Software is subject to Licensee being in compliance with all of Licensee's obligations under this Agreement. All fees paid to Racami for Product Maintenance are non-refundable at Racami's discretion.

# D. U.S. GOVERNMENT RESTRICTED RIGHTS

If Licensee is, or is acting on behalf of, an agency or instrumentality of the United States Government, the Licensed Software and Documentation are "Commercial Items" as that term is defined at 48 C.F.R. §2.101, developed exclusively at private expense and consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users or any agency or department thereof (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions in this Agreement.

If you are the U.S. Government or any agency or department thereof (collectively referred to as the "Government"), you agree to notify Racami if this Agreement fails to meet the Government's minimum needs or is inconsistent with U.S. federal procurement law. If you are any agency of the Department of Defense of the Government, the following notice is given: The Licensed Software and Documentation are provided with RESTRICTED RIGHTS. You shall not use, duplicate or disclose the Licensed Software or Documentation in any way not specifically permitted by this Agreement or mandated by U.S. law. Manufacturer is Racami, LLC, 50 Satellite Blvd, NW, Suite E, Suwanee, GA 30024.

#### E. INTELLECTUAL PROPERTY RIGHTS

The Licensed Software is property of Racami, LLC. Copyright 2008-2012.

The Licensed Software and the Documentation are owned by Racami and its suppliers and licensors and are protected by a combination of patent, trademark, trade secret and/or copyright laws and international treaty provisions, as applicable. Licensee agrees that Racami and its suppliers and licensors retain all right, title, and interest in the Licensed Software and Documentation and in all of Racami's patents, trademarks, trade names, inventions, copyrights, know-how, and trade secrets relating to the design, manufacture, operation or service of the Licensed Software and Product. The use by Licensee of any of Racami's property rights is authorized only for the purposes herein set forth, and upon termination of this License for any reason such authorization shall cease. Licensee understands and agrees that the Licensed Software contains trade secrets and confidential information belonging to Racami and its suppliers and licensors, and Licensee agrees to take all reasonable steps to protect the confidentiality of any such trade secrets and confidential information.

## F. MISCELLANEOUS

Each Party acknowledges that it has read all the terms of this Agreement, understands it, and agrees to be bound by its terms. The Parties agree that this Agreement constitutes the complete and exclusive statement of the agreement between the Parties related to Licensee's Use of the Product and of Racami's warranties, and that this Agreement supersedes all prior proposals, oral or written, between the Parties related to this subject. Each Party acknowledges that it is not relying upon any representations or statements as to the subject matter of this Agreement except as specifically set forth in this writing.

The Licensed Software and Product are not designed, manufactured or intended for use as a security device. Licensee is responsible for determining all security requirements necessary and appropriate for its network and computer systems. In addition, the Licensed Software is not designed, manufactured or intended for use in any environment in which the failure of the Licensed Software could lead to death, personal injury, or severe physical or environmental damage, such as in the design or operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems or in the on-line control of equipment in any hazardous environment requiring fail-safe performance ("Ultrahazardous Activities"). Racami, its licensors and suppliers specifically disclaim any express or implied warranty of fitness for Ultrahazardous Activities. Licensee represents and warrants to Racami that it will not Use or allow the Licensed Software or Product to be Used for such purposes.

This Agreement shall not be modified by purchase orders, advertising, or other representations of anyone without explicit written agreement by Racami. Licensee agrees that any purchase order submitted by it is for administrative purposes only and that any provisions in such purchase order or its associated terms and conditions which are different from, or in addition to, the terms of this Agreement shall not be binding on Racami, even if signed and returned, unless both Licensee and Racami expressly agree in a separate writing, signed by duly authorized officers, to be bound by such provisions. No change, modification, or waiver of this Agreement, or any of the provisions herein contained, except where provided as Racami's discretion or as information contained in another Racami generated document or software, shall be valid unless made in writing and signed by duly authorized officers of the parties. A waiver by either Party of its rights hereunder shall not be binding unless contained in a written agreement signed by an authorized officer of the Party waiving its rights. The non-enforcement or waiver of any provision on one occasion shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.

The Parties have requested that this Agreement and all documents contemplated hereby be drawn up in English. Les Parties aux présentes ont exigé que cette entente et tous autres documents envisagés par les présentes soient rédigés en anglais. Licensee waives any right it may have under the laws of the country where the Licensed Software is Licensed to have this Agreement written in any other language.

This Agreement is specific to the versions of Licensed Software distributed with it. Racami may revise this Agreement for other versions of Licensed Software. Licensee may not assign this Agreement without the prior written consent of Racami.

In the event that Licensee has licensed this version of Licensed Software under a separate, fully executed end user license agreement with Racami, the terms of such end user license agreement will govern Licensee's Installation and Use of the Software. In all other cases, the terms and conditions of this Agreement will govern Licensee's Installation and Use of the Licensed Software.

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Georgia without regard to any applicable conflicts of law principles and is deemed entered into

at Gwinnett County, Georgia, by both Parties, and the Parties expressly disclaim and exclude the applicability of the United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this Agreement shall be declared by a court of competent jurisdiction to be excessively broad as to scope, activity, subject or otherwise so as to be invalid, illegal or unenforceable at law, such provision shall be construed by limiting or reducing it so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear and shall not affect the validity and enforceability of the remaining provisions of this Agreement, which shall remain valid and enforceable according to their terms. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer.

The Parties acknowledge that the laws and regulations of the United States may restrict the export and re-export of certain commodities and technical data of United States origin, including software code in any medium. Licensee agrees that it will not export or re-export software code or other technical data provided hereunder in any form without appropriate United States and foreign government licenses. None of the Licensed Software or underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, Sudan, North Korea, Iran, Syria, Serbia or any other country to which the Government has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specifically Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. You agree that the Licensed 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"). By Installing, copying or Using the Licensed Software, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national, citizen or resident of any such country or on any such list and that you are not otherwise prohibited under the Export Laws from receiving the Licensed Software. In addition, you agree to comply with all relevant export laws and regulations of the United States and any local laws in your jurisdiction that may impact your right to import, export or Use the Licensed Software, and you represent that you have complied with any regulation or registration procedures required by applicable law to make this license enforceable.

All notices or other communications given under this agreement shall be in writing and shall be deemed given when delivered in person or 3 days after being deposited with the United States Postal Service, Certified or Registered with Return Receipt Requested, or when signed for by a lawful representative of recipient and delivered by Federal Express, DHL or United Parcel Service. If such notices are to Racami, they shall be sent to "Attention: President" at the most recent address designated in writing by Racami, which address shall be 50 Satellite Blvd, NW., Suite E, Suwanee, GA 30024 U.S.A. as of 2008. If such notices are to Licensee, they shall be sent to the address to which the Licensed Software was first shipped unless otherwise designated in writing by Licensee.

Copyright 2012 Racami, LLC. All rights reserved. (20121126)