

## End User Software License Subscription Agreement

Software Product: Personal, Professional, Small Business, Professional, Enterprise

**IMPORTANT – READ CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND FAXPRODUCTS.COM LLC. FOR THE PRINTING, VIEWING, OR IMPACT FAX SOFTWARE PRODUCT, WHICH INCLUDES COMPUTER SOFTWARE AND RELATED DOCUMENTATION AND MEDIA. BY INSTALLING OR OTHERWISE USING THE SOFTWARE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. SOFTWARE IS PROVIDED WITH A FULL USE FIFTEEN (15) DAY EVALUATION PERIOD, NO REFUND WILL BE ALLOWED AFTER PURCHASE. NO REFUND WILL BE ALLOWED ON SOFTWARE ORDERED FOR EVALUATION OR USE.**

FAXPRODUCTS.COM, LLC. a Florida corporation, USA hereby grants to you a non-exclusive license (a "License") to use the software product identified Print2Desktop (the "Software") and the accompanying printed material and User Manual (the "Documentation"), if any, on the terms set forth below.

### **1. Grant of License Agreement. This License grants you the following rights.**

- 1.1 SOFTWARE. Except as set forth below, you may use the Software on any single computer.
- 1.2 DOCUMENTATION. The documentation that accompanies the Software is licensed for internal, non-commercial reference purposes only.
- 1.3 TRANSFER. Internal. You may transfer your copy of the Software to a different device subject to the provisions of this Agreement. You must first uninstall the Software from the original device to free up your license.
- 1.4 No Transfer to Third Party. You may not transfer, including by way of indirect transfer, such as a consignment, the Software or Software License to any other end user.

### **2. Description of other rights and limitations**

- 2.1 REVERSE ENGINEERING. You may not modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software, or any portion thereof.
- 2.2 COPYING. You may not copy the Software or Documentation except as specifically provided for by this Agreement.
- 2.3 SEPARATION OF COMPONENTS. The Software is licensed as a single product. You may not separate the Software's component parts for use on more than one computer.
- 2.4 PROPRIETARY NOTICES. You may not remove any proprietary notices, labels or marks on the Software or Documentation.
- 2.5 UPGRADES. To use Software identified as an upgrade, you must first be licensed for the software identified by FaxProducts.com LLC. as eligible for the upgrade. After installing the upgrade, you may no longer use the original software that formed the basis for your upgrade eligibility, except as part of the upgraded software. If the Software is an upgrade from an earlier version, this upgrade License will supersede any previous License.
- 2.6 AUTOMATIC UPDATE FEATURE I MODIFICATION OF THIS END USER SOFTWARE LICENSE SUBSCRIPTION AGREEMENT (EUSLSA) AS TO SOFTWARE. From time to time, FaxProducts.com LLC. or third parties may automatically update or otherwise modify the Software, for example, but not limited to, for purposes of error correction, improvement of features, and enhancement of security features. Such updates or modifications may change or delete the nature of features or other aspects of the Software, including features you may rely upon. You hereby agree that such activities may occur at FaxProducts.com LLC. sole discretion. Faxproducts.com LLC. may add to, change, or remove any part, term, or condition of the EUSLSA as it applies to the Software at any time without prior notice to you. By continuing to access the software or service, you are indicating your acceptance thereto. FaxProducts.com LLC. may take any legal and technical remedies to prevent violation of and/or to enforce this EUSLSA, including, without limitation, immediate termination of your access to the software or Services, if FaxProducts.com LLC believes in its discretion that you are violating this EUSLSA.

- 2.7 **ADDITIONAL SOFTWARE/SERVICES.** This license applies to updates, supplements, add-on components, or Internet-based services components of the Software that FaxProducts.com LLC. may provide to you or make available to you after the date you obtain your initial copy of the Software, unless they are accompanied by separate terms. FaxProducts.com LLC. reserves the right to discontinue Internet-based services, supplements, or add-on components provided to you or made available to you through the use of the Software.
- 2.8 **USE OF NAME.** You may not use FaxProducts.com LLC and or the Software or FaxProducts.com LLC's suppliers name, logo, or trademarks in any manner including, without limitation, in your advertising or marketing materials without its consent except as is necessary to affix appropriate copyright notices as required herein.

### **3. Mandatory Activation**

- 3.1 **THERE ARE TECHNOLOGICAL MEASURES IN THIS SOFTWARE THAT ARE DESIGNED TO PREVENT UNLICENSED USE OF THE SOFTWARE.** You may not be able to exercise your rights to the Software under this EUSLSA for the period of fifteen (15) days after the Software is first installed or run unless you activate your copy of the Software in the manner described in the Software documentation.
- 3.2 Activation does not collect any personal information, but it does collect the Serial Number of the Software and identification information of the Software and/or computer hardware on which the Software is being installed. Manual activation is not permitted under this license agreement. If you are not using a licensed copy of the Software, you are not allowed to install and/or run the Software or future Software updates.

### **4. Copyright**

- 4.1 All title and copyrights in and to the Software product incorporated in the Software Product, are owned by Fax Products.Com LLC. The Software Product is protected by copyright laws and international treaty provisions. Therefore, you must treat the Software Product like any other copyrighted material except that you may either (a) make one copy of the Software product solely for backup or archival purposes, or (b) install the Software Product on a single computer provided you keep the original solely for backup or archival purposes

### **5. Termination**

- 5.1 This License is in effect until terminated and will terminate automatically if you fail to comply with the limitations described herein. This License is valid for the period of one year from the date you purchase the Software. If this EUSLSA Agreement is not renewed and paid for by you prior to the anniversary date thereof, the License will terminate automatically. If this License Agreement is not renewed on or before its anniversary date, then users of the Software will forfeit all functionality.

### **6. Expiration of rights**

- 6.1 Your rights to the Software set forth in Section 1 shall automatically expire if at any time you
- (a) are no longer employed by the Customer
  - (b) are no longer the primary user of a licensed copy of the Software with a valid current update subscription
  - (c) install any other version of the Software that is subject to a License.

In either such event, you must cease use of the Software, uninstall it from the computer or device on which you installed it and destroy all copies of the Software and all of its component parts.

### **7. Consent to use of Data**

- 7.1 You agree that FaxProducts.com LLC. and its affiliates may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Software. FaxProducts.com LLC. may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

### **8. Export Restrictions**

8.1 THIS END-USER LICENSE AGREEMENT IS EXPRESSLY MADE SUBJECT TO ANY LAWS, REGULATIONS, ORDERS, OR OTHER RESTRICTIONS ON THE EXPORT OF THE SOFTWARE FROM THE UNITED STATES OF AMERICA AND/OR INFORMATION ABOUT SUCH SOFTWARE THAT MAY BE IMPOSED FROM TIME TO TIME BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA. You agree to comply with all national and international laws that apply to the Software, including, but not limited to, the United States Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the United States and other governments. You shall not use or otherwise export or re-export the Software except as authorized by United States laws, regulations, and orders and the laws of the jurisdictions in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported: a) into (or to a national or resident of) any U.S. embargoed countries or b) in violation of any U.S. Department of Commerce Export Administration Regulations. By using the Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or otherwise prohibited from lawfully using the Software.

## **9. Miscellaneous**

This Agreement represents the complete agreement concerning this license between parties and supersedes all prior agreements and representations between them. The Agreement may be amended only in writing executed by both parties. THE ACCEPTANCE OF ANY PURCHASE PLACED BY YOU IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THE TERMS SET FORTH HEREIN, AND NOT THOSE CONTAINED IN YOUR ORDER. If any provision of this Agreement is held to be unenforceable, for any reason, such provision shall be reformed to the extent necessary to make it excluded, and enforceable and the remainder of this Agreement shall nonetheless remain in full force and effect. The Agreement shall be governed by the laws in the State of Florida. If this product was purchased outside the United States, local laws may apply.

- 9.1 ASSIGNMENT. This Agreement and all rights and obligations related hereto shall be freely assignable by Licensor to the successor in interest to all or substantially all of the business of Licensor or to an affiliate of Licensor without the prior written consent of the Licensee. This Agreement and all rights and obligations related thereto may not be assigned in whole or in part by the Licensee without the prior written consent of Licensor. Any attempted assignment in violation of this Section 7.1 shall be void. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their permitted transferees, successors and assigns as permitted by this Agreement.
- 9.2 AUTHORITY. By executing and delivering this Agreement, Licensee is representing and warranting that Licensee has full right, title, and authority to enter into and perform this Agreement in accordance with the terms hereof and that the person executing and delivering this Agreement on behalf of Licensee has full right and authority to execute and deliver this Agreement on behalf of Licensee and to bind Licensee hereto.
- 9.3 GOVERNING LAW. This Agreement is governed by the laws of the State of Florida, USA. If this product was purchased outside the United States, local laws may apply. The parties specifically agree that the body of law known as the United Nations Convention on the International Sale of Goods shall be inapplicable to this Agreement.
- 9.4 RELATIONSHIP OF THE PARTIES. This Agreement shall not be construed to create any employment relationship, partnership, joint venture or agency relationship or to authorize any party to enter into any commitment or agreement binding on the other party.
- 9.5 EXECUTION. This Agreement may be executed by facsimile or scanned copy transmitted and/or in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

## **10. Warranties; Limitations**

10.1 The Software is licensed for use "AS-IS", and the Documentation is provided "AS-IS", without a warranty of any kind. THERE ARE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, OR THE SOFTWARE OR DOCUMENTATION, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. LICENSEE ASSUMES ALL RISKS

AS TO THE QUALITY, FUNCTION AND PERFORMANCE OF THE SOFTWARE. LICENSOR DOES NOT WARRANT THE RESULTS OF ANY PROGRAM OR SERVICE, OR THAT ALL OR ANY DEFECTS, ERRORS OR BUGS WILL BE CORRECTED, OR THAT THE FUNCTIONALITY CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS.

**10.2 LIMITATION OF LIABILITY.** IN NO EVENT WILL LICENSOR'S LIABILITY TO LICENSEE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE FEES PAID BY LICENSEE TO LICENSOR PURSUANT TO THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL LICENSOR BE LIABLE TO LICENSEE, OR ANY PERMITTED USER OF LICENSEE OR ANY PERSON CLAIMING BY OR THROUGH LICENSEE, FOR ANY LOST OR DEGRADED DATA, LOST REVENUE, LOST PROFITS, INABILITY TO USE THE SOFTWARE, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, ARISING IN ANY WAY OUT OF THIS LICENSE AGREEMENT. THIS LIMITATION SHALL APPLY EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OR THE NATURE OF THE CAUSE OF ACTION OR CLAIM. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

Without limitation, Black Ice is not in any way responsible for any damages caused by the use or misuse of the Software or the Documentation.

**10.3 US 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 at DFARS 252.227-7013 or subparagraphs (C ) (1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Black Ice Software, LLC, 950 Peninsula Corp Circle Suite 2017 Boca Raton 33487.

I have read the above terms and agree to them  \_\_\_\_\_  
**Customer Signature**

**Printed name**  \_\_\_\_\_

Product Name \_\_\_\_\_

Number of Lines or licenses \_\_\_\_\_

You have read the **End User Software License Subscription Agreement**, understand that you are subscribing to a license to use the software and you agree to these terms.

Customer's Initials \_\_\_\_\_

**You understand that under *no circumstances* can a refund be issued.** You cannot receive a refund from Fax Products.Com LLC. for this software product, nor will you receive a refund from any banking establishment you may have used as a form of payment.

Customer's Initials \_\_\_\_\_

Fax Products.Com will never be held liable due to the use or misuse of this product.

Customer's Initials \_\_\_\_\_

Your signature below **completely and unconditionally verifies** that you have received your **Impact Fax, Voice or Imaging Product** in evaluation version, which once registered, becomes your fully licensed version. You have successfully downloaded your evaluation copy, and you find this evaluation software satisfactory to your needs.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**Delivery:**

Please indicate email address for electronic delivery \_\_\_\_\_

**Payment Method:**

I will be paying by: (Check One)

Company Check \_\_\_\_\_ (US Company Checks only)

Bank Transfer \_\_\_\_\_ (Contact Black Ice Sales Department for account information)

Credit Card \_\_\_\_\_ (Please Fill in below)

Reseller \_\_\_\_\_ (Leave Blank)

I authorize Fax Products.Com, LLC to charge our credit card for the purchase of the software as described in this License Agreement. I understand that the software is non-refundable, nor will I receive a refund by requesting a “chargeback” from my credit card company.

Authorized Signature \_\_\_\_\_

Card Holder's Name (Please Print) \_\_\_\_\_

Credit card # \_\_\_\_\_ exp. \_\_\_\_\_

Cardholders Address (if different than Company Address) \_\_\_\_\_

\_\_\_\_\_

Cardholders Phone number \_\_\_\_\_