

Auto-print SDK/ACTIVEX DISTRIBUTION LICENSE AGREEMENT

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1. **Scope.** This Agreement establishes the terms and conditions governing the commercial distribution of **Auto-print SDK/ACTIVEX** *vj g" öUqhy ctgö+." f gxnqr gf" d{ " yj g" Nlegpuqt." cu" c" eqo r qpgpv" qh' aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa *vj g"öCrr r necvkqpö+."c" r tqf wev' qh' yj g" Nlegpugg. "y j lej" will be developed to aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa "öDt lgh" F guetkr vkqp" qh' Cr r necvkqp" Rwr r qugö+0" Distribution of the Software by the Licensee or its affiliates or resellers in any other form other than as a component of the Application is strictly prohibited.

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3. **Term and Termination.**

a) This Agreement is effective until terminated. Licensee rights with respect to the Software may be terminated, either immediately or after a notice period not exceeding thirty (30) days, at Licensor's sole discretion, should Licensee fails to comply with any term of this agreement. In the event of license termination, all rights and licenses granted by Licensor to Licensee shall cease and Licensee shall immediately cease use of the Software and thereafter destroy all copies of the Software and Documentation, whether or not included in any Application.

b) Either party may terminate this Agreement in the event that the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws.

e+ "Vgtö lpcvkqp" qh' yj ku" Ci tgggo gpv' hqt" cp{ "tgcuqp" uj cm' pqv' t grngxg" Nlegpuggö+ "qdrki cvkpu" wpf gt "yj ku" Ci tgggo gpv" with respect to the payment of all license fees or other fees and expenses that have accrued or that Licensee has agreed to pay. The provisions of sections 5, 6, 8, 9, and 11-24 shall survive any expiration or termination of this Agreement.

4. **License Fees.** Licensee shall pay to Licensor the amounts designated in **Schedule 1** as consideration for the license i tcvpvgf "r wuvcpv" v" yj ku" Ci tgggo gpv' *vj g" öNlegpug" Hkguö+0" Rc { o gpv' yj cm' dg" cu" qwvkpgf "kp" **Schedule 1**. All amounts due hereunder are based on United States currency.

5. **Distribution.** Licensee must purchase a runtime license for each Distribution of the Application. For purposes j gt gqh" c" öF kwtkdwkqp" qh' yj g" Cr r necvkqpö+ "uj cm'ö gcp" cp{ "cpf "cm' eqr lgu" qh' yj g" Cr r necvkqp" kpucmgf. "wugf. "f kwtkdwgf. " leased or sold by Licensee and any of its customers, employees, distributors, resellers, affiliates or other channel

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13. Assignment. Neither this Agreement nor any of the rights granted hereunder is assignable or transferable by Licensee without the prior written approval of Licensor, and any such attempted assignment shall be null and void.

14. Late Charges and Collection Expenses. If any fee or cost is not paid within thirty (30) days after it is due, Licensee shall pay Licensor interest on such unpaid amounts at a rate of one and one-half percent (1 1/2%) per month (eighteen percent (18%) per annum) or, if less, the highest rate allowed by applicable law from the date such fee or cost first became due. Licensee shall reimburse Licensor for all reasonable costs incurred (including reasonable

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15. Taxes and Other Charges. The prices set forth in this Agreement do not include federal, state, municipal or other political subdivision excise, sales, use, property, occupational or like taxes now enforced or enacted in the future, all of which Licensee shall be responsible to pay (either directly or by reimbursement to Licensor). All prices and fees under this Agreement are subject to an increase equal to any such taxes that Licensor may be required to collect or pay, including any such taxes that Licensor may be required to collect or pay, including any such taxes that Licensor may be required to collect or pay, including any such taxes that Licensor may be required to collect or pay.

16. Notices. All notices under this Agreement shall be in writing, shall reference this Agreement, and shall be deemed given: 1) when delivered personally; 2) when sent by confirmed facsimile; 3) five days after having been sent by registered or certified mail, postage prepaid, return receipt requested; or 4) one day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth herein.

17. Remedies. If the Licensee's use of the Software would cause irreparable injury to Licensor for which monetary damages would not be an adequate remedy and therefore, that Licensor shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law. The prevailing party in any action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs of litigation.

18. Waiver/Severability. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Similarly, the provision of any accommodation exceeding the requirements of this Agreement shall not constitute a waiver of any provision hereof, nor shall it be construed to establish a course of dealing contrary to the express terms hereof. If any provision of this Agreement shall be adjudged by a court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

19. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of New Hampshire, USA, except that body of law pertaining to conflict of laws. 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. Any action hereunder shall be brought in the appropriate state or federal courts of or for New Hampshire, and each party hereby agrees and submits to the personal jurisdiction and venue thereof.

20. Force Majeure. Neither party to this Agreement shall be liable for non-performance to the extent that such non-performance is caused by an event beyond the control of the party, including but not limited to acts of God, war, terrorism, strikes, or other events beyond the control of the party. The party promptly notifies the other thereof and makes reasonable efforts to perform.

21. Entire Agreement. This Agreement, including all attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and it shall supersede any and all conflicting provisions of any order document between the parties. Unless otherwise provided herein, this Agreement may be modified, amended or waived only by a written instrument signed by duly authorized representatives of both parties.

22. Headings. The paragraph headings throughout this Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. Relationship of Parties. Nothing contained in this Agreement or in the transactions contemplated hereby shall create or be deemed to create any relationship of agency, joint venture or partnership between Licensor and Licensee.

24. Survival. The representations, warranties, covenants, indemnities and other agreements of Licensee contained herein shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

LICENSOR:

Black Ice Software, LLC.

Company Name

Signature

Title

Name

Date

LICENSEE:

Company Name

Signature

Title

Name

Date

Delivery:

Please indicate email address for electronic delivery _____

Payment Method:

I will be paying by: (Check One)

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Bank Transfer _____ (Contact Black Ice Sales Department for account information, a fee of \$35 applies)

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SCHEDULE 1

1. License Fees.

(a) Application Distribution.

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