

Terms & Conditions

RJ Young Meter DCA is software purchased by RJ Young from PrintFleet for the purpose of meter collection of RJ Young Customers Connected Devices.

PrintFleet End User License Agreement

PLEASE READ CAREFULLY BEFORE USING THIS SOFTWARE PRODUCT:

This End-User License Agreement ("EULA") is a contract between (a) End User (either an individual or the entity End User represents) and (b) PrintFleet Inc. ("PFI") that governs End User use of the software product ("Software"). The term "Software" may include (i) associated media, (ii) a user guide and other printed materials, and (iii) "online" or electronic documentation (collectively "User Documentation"). If you do not agree with the terms of this AGREEMENT, promptly delete the SOFTWARE or return the unused SOFTWARE to PRINTFLEET or your service provider.

1. LICENSE RIGHTS. End User will have the following rights provided End User complies with all terms and conditions of this EULA:

a. Use. PFI grants End User a license to Use one copy of the PFI Software.

"Use" means installing, copying, storing, loading, executing, displaying, or otherwise using the PFI Software. End User may not modify the PFI Software or disable any licensing or control feature of the PFI Software. End User may not separate component parts of the PFI Software for Use. End User does not have the right to distribute the PFI Software.

b. Copying. End User right to copy means End User may make archival or back-up copies of the PFI Software, provided each copy contains all the original PFI Software's proprietary notices and is used only for back-up purposes.

2. UPGRADES. To Use PFI Software provided by PFI as an upgrade, update, or supplement (collectively "Upgrade"), End User must first be licensed for the original PFI Software identified by PFI as eligible for the Upgrade. To the extent the Upgrade supersedes the original PFI Software, End User may no longer use

such PFI Software. This EULA applies to each Upgrade.

3. TRANSFER RESTRICTIONS. End User may not rent, lease or lend the PFI Software or Use the PFI Software for commercial timesharing or bureau use. End User may not sublicense, assign or otherwise transfer the PFI Software except with the consent of PFI, not to be unreasonably withheld.

4. PROPRIETARY RIGHTS. All intellectual property rights in the Software and User

Documentation are owned by PFI or its suppliers and are protected by law, including

applicable copyright, trade secret, patent, and trademark laws. End User will not remove any product identification, copyright notice, or proprietary restriction from the Software.

5. LIMITATION ON REVERSE ENGINEERING. End User may not reverse engineer, decompile, or disassemble the PFI Software, except and only to the extent that the right to do so is allowed under applicable law.

6. CONSENT TO USE OF DATA. In providing service to END USER through the PRINTFLEET Web site, PRINTFLEET and its PARTNER may collect and use data and statistical information generated thereby. Unless otherwise provided in a separate agreement, such information shall be aggregated with data from other licensees of PRINTFLEET and its PARTNER and use and disclosure of such information shall only be done in the aggregate for statistical purposes and the information of any single licensee shall not be disclosed. Information such as END USER's name, address, telephone number, email address, IP address and other personal information such as credit card numbers related to particular transactions with the PRINTFLEET site will be considered customer identifiable information and will not form part of

such collected information and will be kept confidential.

7. LIMITATION OF LIABILITY. Notwithstanding any damages that End User might incur, the entire liability of PFI and its suppliers under this EULA to the End User and End User exclusive remedy under this EULA will be limited to the greater of the amount actually paid by End User for the Product or U.S. \$5.00. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PFI OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, PERSONAL INJURY, OR LOSS OF PRIVACY) RELATED

IN ANY WAY TO THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF PFI OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE ABOVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Some states or other jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to End User.

8. U.S. GOVERNMENT CUSTOMERS. If End User is a U.S. Government entity, then consistent with FAR 12.211 and FAR 12.212, Commercial Computer Software, Computer Software Documentation, and Technical Data for Commercial Items are licensed under the applicable PFI commercial license agreement.

9. COMPLIANCE WITH EXPORT LAWS. End User will comply with all laws, rules, and

regulations (i) applicable to the export or import of the Software, or (ii) restricting the Use of the Software, including any restrictions on nuclear, chemical, or biological weapons proliferation.

10. RESERVATION OF RIGHTS. PFI and its suppliers reserve all rights not expressly granted to End User in this EULA.

11. NO IMPLIED RIGHTS. This software is being loaded into applicable devices solely to enable remote monitoring of covered printers by End User service

provider and its licensors. This software may not be copied, transferred, disclosed, or used by anyone other than the service provider and its designees. No rights or licenses to the software will be implied. The software is provided "AS-IS", except for any express warranties in the service provider services agreement.

(c) 2008 PrintFleet Inc.