

COLOR-LOGIC INC.
END USER LICENSE AGREEMENT

Acceptance of the terms contained in this End User License Agreement (“Agreement”) is a condition precedent to installation of this software. If you accept the terms of this Agreement please click “Install” or open the software package. Installation, opening of the software package, or keeping the software beyond 30 days after receipt will indicate your final acceptance of the terms. To decline these terms, you must return the product with proof of purchase within **30 days** of receipt for a full refund. No refund will be given after 30 days of receipt.

Summary of the Agreement

Color-Logic Inc ("Color-Logic") develops proprietary design (Design Suite), printing (Printers Design Suite & License) and viewing (FX-Viewer) software and sells use licenses together with or apart from accompanying copyrighted material and documentation;

You (“End User”) desire to obtain the benefits and, in return for which, is willing to abide by the obligations and fee agreements applicable to Color-Logic's use licenses in Color-Logic's proprietary computer programs for design or printing;

What is included in this Agreement? As the End User, you have purchased a non-exclusive limited license for the specific proprietary design (Design Suite) or printing (Printers Design Suite & License) software (“System Software”) or viewing (FX-Viewer) software indicated in your paid Color-Logic invoice. This invoice will indicate whether you have a purchased. Your Color-Logic invoice is hereby incorporated into this Agreement to designate which System Software has been purchased.

What is not included in this Agreement? Any portion of the design or printing software not specifically listed in your Color-Logic invoice or this agreement. If a portion of the software is not listed, you do not have a license to use that portion of the System Software. The System Software which may be listed includes:

1. 1. System Software for design (Design Suite)
or
1. 2. System Software for testing (Starter Kit)
or
1. 3. System Software for certification (Print Certification Test Form)
or
1. 4. System Software is for printing (Printers Design Suite & License) and is currently licensed for the following print variations:
 - a. a) Offset
 - b. b) Digital Press
 - c. c) Ink Jet
 - d. d) Flexography
 - e. e) Screen

Print process variants may be updated from time to time. Updates do not automatically add variants to your license. Color-Logic may, at its discretion, include additional variants to a license. These additions may be posted on the Color-Logic website

or

5. System Software for viewing files created by #1 or #4 above (FX-Viewer)

Use of other Color-Logic Software without a license is a breach of this Agreement and will result in immediate REVOCATION of any authorized use.

END USER LICENSE AGREEMENT

Color-Logic agrees to sell End User a limited, non-exclusive license in materials representing Color-Logic's product or products subject to the following terms and conditions:

Article I. Exclusive Source, Use, & Creation.

- a. a. End User will obtain Color-Logic's System Software, as defined above, and Authorized Product Materials only through Color-Logic or Color-Logic's Authorized Dealer.
- b. b. Color-Logic Authorized Product Materials include, but are not limited to Color-Logic brand metallic ink, certified substrates, certified process ink, color charts, manuals, license agreements and media upon which company's proprietary computer programs are recorded, except for archival copies, as defined in ARTICLE III of this Agreement.
- c. c. End User will not make any copies of any kind of any of the materials furnished by Color-Logic or Color-Logic's Authorized Dealer or attempt to use other Color-Logic software not included in this System Software. End User may not grant any sublicense in the System Software.
- d. d. End User can only use a Licensed or Certified Color-Logic Printer to print designs created using the Color-Logic's System Software.
- e. e. Authorized Dealers and Licensed/Certified Printers are listed on Color-Logic's website which may be updated from time to time.

Article II. Proprietary Rights of Licensor.

- a. a. Acceptance of this Agreement would provide End User a non-exclusive, limited license to install the (Design Suite) System Software provided by Color-Logic on one computer terminal (single seat license).
- b. b. Acceptance of this Agreement would provide End User a non-exclusive, limited license to install the (Printers Design Suite & License) System Software provided by Color-Logic on all computer terminals at one end user physical location (site license).
- c. c. End User agrees that Color-Logic retains exclusive ownership of the copyrights, patents, and trademarks represented by its company name and logo and product names including but not limited to all of the material provided to End User for promotion, activation, or use of the software, and all of the documentation and computer recorded data related thereto.
- d. d. End User also agrees that all techniques, algorithms, and processes contained in Color-Logic's computer program products or any modification or extraction thereof constitute TRADE SECRETS OF Color-Logic and will be safeguarded by End User, but in no event will End User exercise less than due diligence and care in accordance with the laws of the country of purchase and International Law, whichever operates to best protect

the interests of Color-Logic.

- e. e. End User does not have the right to copy, reproduce, re-manufacture or in any way duplicate all or any part of Color-Logic products WHETHER MODIFIED OR TRANSLATED INTO ANOTHER LANGUAGE OR NOT, or in any documentation, or in any other material provided by Color-Logic in association with Color-Logic's computer program products except as specified in this Agreement and in accordance with the terms and conditions of this Agreement which remain in force.
- f. f. End User agrees that unauthorized distributing, copying, duplications, or otherwise reproducing ALL OR ANY PART OR TRANSLATED PART of the computer program products provided by Color-Logic or the failure to protect such computer programs will actually and materially damage Color-Logic regardless of the extent. This includes System Software and all other Color-Logic or Color-Logic provided software.
- g. g. End User agrees that in the event End User breaches this Agreement, End User will be liable for damages even if those damages resulted from mere omission, accident, or negligence of End User.

Article III. Archival Copies. End User may make archival copies of those portions of Color-Logic's System Software provided on a licensed computer's readable media, provided such copies are for the End User's use on one computer terminal and that no more than one copy is used at any time unless End User has paid for multiple copy use as described in ARTICLE IV of this Agreement.

Article IV. Use of the System Software.

- a. a. Color-Logic (Design Suite) System Software or Viewing (FX-Viewer) System Software use licenses are applicable to a single computer terminal installation. In the event End User intends to use Color-Logic software or any part thereof on more than one terminal, the license fee for each such multiple use **must** be purchased; this does not apply to a Printers Design Suite & License Site License.
- b. b. In the event of simultaneous use, a license must be obtained for each instance of possible simultaneous execution.
- c. c. The use of System Software will be monitored by Color-Logic. This monitoring will be done electronically or by an agent of Color-Logic, in person, at any location where End User has placed a terminal which has or may have used System Software or other Color-Logic software.
- d. d. Color-Logic may audit End User's use of the System Software on any of End User's terminals regardless of whether a license has been issued to a terminal. If this audit produces any use in breach of this Agreement, End User will be liable for all costs of the audit, costs to remedy any unauthorized use, and all other damages at law.

Article VI. Transfer of End User License. End User may not transfer the rights granted by this Agreement without the express written consent of Color-Logic.

Article VII. Limited Warranty Policy.

- a. a. Color-Logic warrants that all materials furnished by Color-Logic constitute an accurate manufacture of Color-Logic products and will replace any such Color-Logic furnished material which is defective, provided such defect is found within 10 days of purchase by End User.
- b. b. Color-Logic makes NO express or implied warranty of any kind with regard to performance or accuracy of data of any kind nor for any consequential damages resulting

therefrom whether through loss or inaccuracy of data of any kind nor for any consequential damages resulting therefrom whether through Color-Logic negligence or not.

- c. c. Color-Logic will not honor any warranty where a Color-Logic product has been subjected to physical abuse or used in defective or non-compatible equipment. Color-Logic will not honor any warranty for which there is no signed End User Agreement Acknowledgment on file at Color-Logic offices. The products provided are intended for commercial use only.

Article VIII. Updates to Color-Logic Policy.

- a. a. Color-Logic may, from time to time, revise the performance of its products and in doing so, incurs no obligation to furnish such revisions to End User. Color-Logic may provide such revisions on its website for download or through an update which if not accepted will render the System Software inoperable.
- b. b. Color-Logic may provide its End Users with a revision to the company policy on its website from time to time.

Article IX. Customer Service. Color-Logic's may provide assistance or support in the use of its products. This service is not consideration upon this Agreement and may end at anytime without notice to End User.

Article X. Termination of End User License. If any of the provisions in this Agreement or the Color-Logic policy are breached, the license granted by this Agreement can be terminated within the discretion of Color-Logic. Termination can occur immediately or at anytime thereafter. Delay by Color-Logic in the enforcement of this Agreement does not constitute a waiver of its rights to enforce the Agreement. In the event of a termination, all the provisions of this Agreement which operate to protect the rights of Color-Logic continue in force.

Article XI. Injunction Relief & Indemnity.

- a. a. Color-Logic has the unequivocal right to obtain injunctive relief to protect its proprietary rights. End User hereby waives any requirement of bond for the pursuit of injunctive relief.
- b. b. End User hereby indemnifies and will hold Color-Logic harmless for any loss, damages, and lost profit that result from the actions or inactions of End User.

Article XII. Governing Law.

- a. a. This Agreement will be interpreted in accordance with the laws of the State of Ohio.
- b. b. If the use of System Software is outside of the United States, International Law will apply only to the extent that greater protection is given to Color-Logic. No terms of this License are enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to them.
- c. c. Both parties hereby submit to jurisdiction in the State of Ohio and venue in Butler County. In the event any part of this Agreement is invalidated by court or legislative action of competent jurisdiction, the remainder of this Agreement shall remain in binding effect.

Article XIII. Legal Fees. In the event of legal action brought by either party, the prevailing

party shall be entitled to reimbursement of legal fees as set by court action.

Article XIV. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or negotiations. This Agreement may only be changed by mutual written consent.

Article XV. End User Agreement Acknowledgment. By installing the System Software, the End User hereby accepts all the terms and conditions of this Agreement without exception, deletion or alteration. End User recognizes that any use of Color-Logic System Software without the agreement of the End User Agreement Acknowledgment will be considered a breach of contract, subject to liquidated damages and otherwise unlawful and an unauthorized use of Color-Logic's trade secrets and proprietary products.

Article XVI. Force Majeure. Force Majeure applies in relation to either party any circumstances beyond the reasonable control of that party (including without limitation any strike lock-out or other form of industrial action). Color-Logic is not deemed to be in breach of this Agreement.

Article XVII. Notice. Notice upon Color-Logic is only effective if the correspondence is sent via registered mail return receipt.

Acceptance of the

Terms^{SEP}

In order to use the System Software, you must first agree to the Terms presented in this Agreement. You may not use the Services if you do not accept the Terms. You can accept the Terms by:

- a. 1. Clicking to accept or agree to the Terms, where this option is made available to you by Color-Logic; or
- a. 2. By actually using the System Software. In this case, you understand and agree that Color-Logic will treat your use of the System Software as acceptance of the Terms.
- b.
- c.
- d.
- e.
- f.

g. Rev C, June 2021