

## 1. Introduction.

THIS AGREEMENT is entered into as of the date of the last signature hereto, between PAGE TECHNOLOGY MARKETING, INC. ("PageTech") (herein referred to as "Licensor"), and \_\_\_\_\_ (Name of Licensee) (herein referred to as "Licensee").

## 2. Definitions.

2.1 "Software" shall refer to certain proprietary computer software as defined in **Exhibit A**.

2.2 "Client Workstation Unit" shall refer to products that incorporate components of Software used on a PC workstation for viewing and/or printing PCL to printers only with no ability to convert to other file formats, including Adobe Portable Document Format (.PDF) or similar print-to-file drivers.

2.3 "Controlled Source Application" shall refer to any application product where the developer has control over the composition of the HP PCL that is being generated and used as input to Software and/or where the composition of the HP PCL does not vary from site to site.

2.4 "Batch Processing Unit" shall refer to any application or product that incorporates components of Software for use by many individual Client Workstation Units on a network at one site or any application or product that incorporates components of the Software for use in batch mode to convert, index, fax, email, compress, extract text or otherwise process PCL for use by other client workstations or remote users.

2.5 "General Purpose Utility" shall refer to any product that incorporates Software used as a general purpose utility program to convert PCL files from any PCL generation source without first performing compatibility testing for viewing, printing or converting into other file formats.

2.6 "Service Bureau" shall refer to the use of the Software to convert, index, fax, email, compress, extract text or otherwise process PCL as a service provided to third parties. If Licensor grants a Service Bureau Option, it will be provided in **Exhibit B, Option A**.

2.7 "Web Server" shall refer to the use of the Software running on a web server or in an off-line batch process in support of a web-based service to convert, index, fax, email, compress, extract text or otherwise process PCL. Web Server implementations are provided in **Exhibit B, Option B** and do not apply to Application Service Providers (ASP). ASP's require a custom license.

2.8 "High Volume" shall refer to the use of the Software to convert, index, fax, email, compress, extract text or otherwise process PCL in excess of 50,000 pages per 30-day time interval. Licensee may elect to choose a High Volume Option, provided in **Exhibit B - Option C-I, C-II or C-III**.

## 3. Rights Granted.

3.1 Licensor hereby grants to Licensee and Licensee hereby accepts a perpetual, worldwide, non-exclusive, non-transferable license to use and copy the Software, as defined in **Exhibit A**, for incorporation into the application product listed hereto in **Exhibit C** that Licensee may sell or distribute to third parties as per the quantity allowed for the license type selected in **Exhibits A & B**. Licensee may distribute the Software only in conjunction with Licensee's application product listed in **Exhibit C**, and may not sell or transfer the Software, in whole or in part, by itself or in combination with products other than with Licensee's own application program product.

3.2 The Software may not be distributed with, or as part of, any freeware, shareware, public domain, non-royalty bearing or developer library product without the express written permission of Licensor. PageTech reserves distribution and usage rights not expressly granted.

3.3 Except as expressly authorized in this Agreement, Licensee may not: (i) disassemble, decompile, or otherwise reverse engineer the Software or vector output file formats, or (ii) create derivative works based upon the Software or vector output file formats, or (iii) rent, lease, sub-license, distribute, transfer, copy, reproduce, modify or timeshare the Software or vector output file formats, or (iv) allow any third party to access or use the Software (including any deletion of code or addition of code to the Software) or vector file formats.

3.4 Licensor retains all right, title and interest in and to all copyrights, trade marks, service marks, trade secrets and other proprietary rights in the Software not specifically granted to Licensee herein. Licensee shall not sell or otherwise transfer the Software except as provided in Paragraph 3.1 hereof. Licensee shall maintain Licensor's copyright notices in the same locations where it places its own copyright notices on and in its documentation or media.

## 4. Payment.

4.1 In consideration for the rights and license granted herein, and subject to the conditions set forth elsewhere in this Agreement, Licensee shall pay Licensor on sale or transfers, excluding demos and returns, of the Software as indicated in **Exhibit A and B**. If the Licensor and Licensee agree to modify the pricing, rights or any other aspect of this Agreement, a duly signed and executed **Exhibit E** will be attached to this Agreement.

4.2 The pricing in **Exhibits A & B** requires the prepayment of royalties. Licensee acknowledges that all rights to sell or transfer the Software are based on the non-refundable prepayment of royalties and that under no circumstances is the Software to be distributed, sold or transferred in advance of royalty prepayment without the express written consent of the Licensor.

4.3 Licensee shall keep accurate records covering all transactions relating to Software sales and transfers subject to Licensee's security requirements. Licensor or Licensor's designated agent, upon giving 30 days written notice, shall have the right to inspect these records during business hours at Licensee's place of business up to twice annually.

## 5. Term and Termination.

5.1 This Agreement and the licenses granted hereunder shall commence upon receipt of the software or the execution hereof and continue until terminated in accordance with the terms of this paragraph. Licensee may terminate this Agreement by giving written notice of termination to Licensor. Termination shall become effective 30 days from the date that the notification of termination was mailed.

5.2 Either party shall have the right to terminate this Agreement in the event the other party commits a material breach of its obligations. Intent to terminate shall be made by a written notice, sent by certified mail to the breaching party, that sets forth the details of the breach. Termination shall become effective 30 days from the date that the notification of intent to terminate was mailed, unless the breaching party has corrected the breach prior to the end of the 30-day period.

5.3 Notwithstanding termination of this Agreement, the following obligations and rights shall continue in full force:

- 5.3.1 Licensee shall honor any remaining obligations under paragraph 4 of this Agreement titled "Payment".
- 5.3.2 Licensor will be relieved of all of its obligations pursuant to paragraph 6 herein: and
- 5.3.3 The parties will continue to observe all of the rights and obligations set forth in paragraphs 7, 8, Exhibits and Addendum's.

**6. Software Maintenance and Support.**

6.1 For the first ninety (90) days of this Agreement, Licensor shall provide at no charge, fax/e-mail/telephone support services and software maintenance updates to Licensee. Licensee agrees to appoint one individual as the sole point of contact for all technical support inquiries.

6.2 Licensor shall make available to Licensee maintenance releases and corrections to Software, as they become available as part of the maintenance and support services mentioned in paragraph 6.1. Product support, updates, upgrades, if and as they become available, may be offered for a separate charge, but Licensor has no obligation to provide any such support, updates, or upgrades to the Software after the first 90 days unless Licensee has paid for Annual Maintenance as per **Exhibit D**. Licensor retains the sole right to determine which features are included in its Software.

**7. Warranty.**

7.1 Licensor hereby represents and warrants that it has sufficient right, title and interest in the Software to grant the rights granted herein.

7.2 Licensor further warrants that Software shall (1) be free from errors to the best of the Licensor's knowledge, and (2) conform to the specifications documented in the *Programmer's Guides and Function Call Reference Manual*.

7.3 Licensor's liability to Licensee shall not exceed the amount paid by Licensee pursuant to this Agreement.

7.4 EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.5 Licensor requires the Licensee to test its PCL files and workflow with the free demonstration copy of the Software prior to purchase and prior to the completion of this Agreement and issuance of the permanent runcode. Completing the license agreement and receipt of the permanent runcode confirms the acceptance of the product and the finalization of the purchase transaction by the Licensee.

**8. Miscellaneous.**

8.1 The waiver of any breach of any covenants and conditions of this Agreement shall not hinder or otherwise prevent the subsequent enforcement of said rights.

8.2 Any assignment of this Agreement or any part thereof by either party, without written consent of the other, shall be null and void and of no effect. However, a successor of all interest of a party hereunder, by incorporation, merger, operation of law or assignment of or purchase of its entire business to which the Software relates, shall be required only to notify the other party that such has occurred.

8.3 This Agreement does not constitute either party as the legal representative of the other for any purpose whatsoever. Neither party is granted any expressed or implied right or authority by the other party to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner of thing whatsoever. This Agreement supersedes all previous letters, understandings, or verbal agreements between Licensor and Licensee, which relate to the Software.

8.4 Should any litigation arise between the parties relating to this Agreement, each party shall be responsible for its own costs and expenses including reasonable attorney fees.

8.5 Should the Software, or any part thereof, become, or in Licensor's opinion be likely to become, the subject of a claim of infringement of a copyright or a patent, or disclosure, misuse or misappropriation of trade secret, Licensor will procure for Licensee the right to continue use of the Software, or will replace it or modify it to make it non-infringing.

8.6 The Software and accompanying materials are provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (b)(3)(ii) of The Rights in Technical Data and Computer Software clause at 252.227-7013. Contractor/manufacturer is Licensor.

8.7 Licensor agrees to allow Licensee unlimited royalty-free distribution of Software bundled units when Software is used for demonstration only with expiration date or other protection from unauthorized use as to be determined by Licensor prior to distribution by Licensee. Licensee must provide Licensor with a copy of the demonstration product for approval by Licensor.

8.8 The laws of San Diego County, State of California for the purpose of venue and jurisdiction shall govern this Agreement. Notices under this Agreement shall be in writing. Notices shall be sent by registered or certified mail, return receipt requested, postage prepaid, properly addressed, to the respective parties at the following addresses:

**Licensor**

Page Technology Marketing, Inc.  
3525 Del Mar Heights Rd. #315

**Licensee**

\_\_\_\_\_  
\_\_\_\_\_

San Diego, CA 92130

Phone: (858) 794-6884 / Fax: (858) 794-0028

info@pagetech.com or www.pagetech.com

Email (print)

IN WITNESS WHEREOF, the parties have duly authorized their representatives to make and sign this Agreement.

PAGE TECHNOLOGY MARKETING, INC.

Robert C. Pooley, President

May 5, 2006

(Company)

By (Signature, Title)

(Print Licensee's Name)

(Date)

(Credit Card Number) & (Exp. Date) Only if you have not already paid

**Exhibit A. Base Software Program Options, Usage Restrictions, Distribution Rights and Pricing**

The PCLTool SDK (herein referred to as "Software") includes the Programs listed below with a temporary runcode good for 90 days. All products are delivered electronically as downloads from our web site. **You must pick at least one of the following program licensing Options I through V below** in order to receive the permanent runcode for programs listed in your selection. The minimum cost for each additional Batch Processing Unit Option is **\$300**. The minimum cost for each Client Workstation Unit is **\$5** per unit. Developers of commercial applications should contact Licensor for custom licensing and pricing. All prices are net after all applicable tax and duty payments are made by Licensee. The following Base Software options are limited to applications processing up to **50,000 pages per 30 day interval**.

Core Programs included with the SDK for developer use only and cannot be distributed to third parties or embedded in custom applications distributed to third parties: **PCLTool.exe, PCLCodes.exe, FFViewer.exe, IMG2PCL.exe and IMG2PDF.exe.**

Core Programs included with the SDK that can be distributed to third parties: **Filter.exe, TNXDump.exe, WINFMove.exe and PCLSplit.exe.**

**Indicate One of the Following Options:**

**( ) Option I. Custom Programming Option ..... \$995**

**A.** Core Programs included with the SDK that can be embedded in a custom application: PTC32.DLL, PTV32.DLL, PDFWrite.DLL, IMGCVT.DLL, SFP/SFS/SFTFF132.DLL's and all .FF1 and .TTF Fonts.

Custom Programming Implementation Options (**pick one** of the options below).

**( ) One Batch Processing Unit** used in a **Controlled Source Application** to generate one of the following file formats:

- ( ) .PDF format via the Adobe PDF Writer Driver with Licensee supplied .H file. or via our PDFWrite.DLL.
- ( ) .BMP, .DIB, .DCX, .PCX, .TIF, .PMF or .EMF (referencing MS Base14 Fonts only) formats.

**( ) One Hundred (100) Client Workstation Units** used in a **Controlled Source Application** for Screen Viewing or Printing to hard copy printer devices ONLY. Licensee required to use PRNisPDF.DLL/.LIB to inhibit custom view/print only programs from being able to convert and/or print directly or indirectly to any PDF, TIFF, FAX, PNG, BMP or any other file format. The latest version of PRNisPDF.DLL must be incorporating in Licensee's product prior to distribution to any third party. The latest version of this program is located at: [www.pcltools.com/prnispdf.php](http://www.pcltools.com/prnispdf.php).

**Licensee Initials** \_\_\_\_\_

**B.** The following Programs and/or functionality are excluded from this Agreement and require a custom license:

- API to the Direct Driver (PDFWRITE.DLL) for PDF output. [Full disclosure of application requirements is required]
- Conversion to .EMF with other than the Windows BASE14 Typefaces or with full access to font substitution mapping.
- API or data structure to our proprietary .TNX text extraction file format.

**( ) Option II. PCL Viewing, Editing & Printing (100 PCLView or PCLPrint Units): ..... \$695**

Up to 100 Client Workstation Units used in a Controlled Source Application for Viewing or Printing ONLY with no conversions to other formats, text extraction, indexing or printing to file through FAX, PDF or other drivers. Licensee required to use PRNisPDF.DLL/.LIB to inhibit custom view/print only programs from being able to convert and/or print directly or indirectly to any PDF, TIFF, FAX, PNG, BMP or any other file format. The latest version of PRNisPDF.DLL must be incorporating in Licensee's product prior to distribution to any third party. The latest version of this program is located at: <http://www.pcltools.com/prnispdf.php>.

Licensee Initials \_\_\_\_\_

Licensor Initials \_\_\_\_\_

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PCLView.EXE View/Print client workstation PC program  
 PCLPrint.EXE Batch printing program

- ( ) Option III. **PCL to Raster/Vector PDF Only Conversion (one Batch Processing Unit):** ..... \$495  
 PCLXForm.EXE Batch conversion program used in a Controlled Source Application to raster or vector PDF format only.
- ( ) Option IV. **PCL to Raster/Vector (no PDF) Conversion (one Batch Processing Unit):** ..... \$495  
 PCLXForm.EXE Batch conversion program used in a Controlled Source Application to raster & vector formats.
- ( ) Option V. **PCL to Raster/Vector/PDF Conversion via Script Program (one Batch Processing Unit):** ..... \$695  
 PCLXForm.EXE Batch conversion program used in a Controlled Source Application for transformations of all supported formats. Includes: One free Transformation Parameter Table (.TPT) script for a custom transformation and indexing developed by Licensee. Licensee can write the script logic to work with unlimited print streams. All .TPT scripts require a Keycode to be generated by the Licensor. Additional Keycodes are \$150.

**Exhibit B. Extensive Usage Licensing Options and Pricing (Optional)**

The following Extensive Usage Licensing Options are available for applications that require support for high volumes of PCL, transforming PCL for unlimited third parties and other applications that require a greater degree of support or where our product is used as part of a service to third parties. If your application falls into one of these categories, you are required to select the appropriate option below. If you are unsure if your application fits any of these options, you are required to call and discuss your application with the Licensor prior to signing the license. **All of the following options are licensed on an annual basis and require purchase of the annual maintenance upgrade program (refer to Exhibit D).**

	Pages (1,000's) per 30-day Interval:	(50-150k)	(150-300k)	Unlimited
	<b>Level:</b>	<b>I</b>	<b>II</b>	<b>III</b>
( ) <b>High Volume Enterprise/Service Bureau Option</b> (in addition to Exhibit A - Option price):	.....	<b>\$1,500</b>	<b>\$3,000</b>	<b>\$4,500</b>

Required where the Software is processing PCL that will exceed 50,000 pages per 30-day time interval.

**Exhibit C. Licensee Application Product (Mandatory)**

Company name and location where Software will reside or Licensee's application program name and application category that will incorporate Software:

Company Name / Location or Program Name and Software Application Category

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**Exhibit D. Annual Maintenance Upgrade Program and Pricing (Optional)**

Annual Maintenance provides the latest product updates and upgrades for an annual fee. Annual fees are based on the Exhibit A Options checked above and, if applicable, any Exhibit B options checked above.

<u>Annual Maintenance Upgrades (pick all that apply)</u>	<u>Annual Fee</u>
( ) Exhibit A – Option I .....	\$ 350
( ) Exhibit A – Options II, III, IV or V .....	\$ 250
( ) Exhibit A any Option, plus Exhibit B – Option A or B .....	\$1,500
( ) Exhibit A any Option, plus Exhibit B – Option C, Level I (50-150k pgs. per 30 day interval) .....	\$ 500
( ) Exhibit A any Option, plus Exhibit B – Option C, Level II (150-300k pgs. per 30 day interval) .....	\$1,000
( ) Exhibit A any Option, plus Exhibit B – Option C, Level III (unlimited) or any OEM or custom product Licensees .....	\$1,500

Note: If the annual maintenance is not purchased within 90 days of purchase or the annual maintenance has lapsed more than 30 days, a payment of double the above amounts is required to be reinstated in the program.