

END-USER LICENSE AGREEMENT FOR SAWGRASS SOFTWARE - Sawgrass Print Manager (TM)

IMPORTANT-PLEASE READ CAREFULLY:

This Sawgrass Technologies, Inc. End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Sawgrass Technologies, Inc. for the Sawgrass software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA.

These EULA govern your use of the SAWGRASS SOFTWARE, complementing Sawgrass' general Terms and Conditions ("General Terms"; <https://www.sawgrassink.com/legal/terms-and-conditions>), and, as the case may be, Sawgrass' End User License Agreement for "Sawgrass Creative Studio(TM)".

If you do not agree to the terms of this EULA and/or any of the Sawgrass terms referenced above, do not install or use the SOFTWARE PRODUCT.

1. SOFTWARE PRODUCT LICENSE

Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is licensed, not sold. The title to, and ownership of, this SOFTWARE PRODUCT remains with Sawgrass Technologies, Inc. (Sawgrass).

2. GRANT OF LICENSE.

This EULA grants you the following rights:

- This license is attributed and provided to you for your use according to the terms hereof. You may install and use the SOFTWARE PRODUCT packaged herewith to practice the printing process described in U.S. Patent No. 5,488,907 (the "Sawgrass Process"). You agree not to use the SOFTWARE PRODUCT for any other purpose or in any process except as expressly permitted hereby. The SOFTWARE PRODUCT has been designed for the Sawgrass Process in combination with SubliJet, and optimum results will require this combination. Please also note that only the use of a Sawgrass ink is a licensed use under this EULA, always on condition that such ink has been purchased directly from Sawgrass or from one of its licensed distributors. Any other use (with regard to product, process and/or source of purchase) is not a licensed use of the SOFTWARE PRODUCT. If the Sawgrass Process is not executed in compliance with this EULA, then (a) your warranty rights may be considerably limited or excluded, (b) you will find a non removable waterprint mark appearing on the print-out, (c) and/or the color output will be less precise.

- Not for Resale. You may not sell, or otherwise transfer for value, the SOFTWARE PRODUCT.

- No Reverse Engineering, Decompilation, Copying or Disassembly. You may not reverse engineer, decompile, copy or disassemble the SOFTWARE PRODUCT.

- No Rental. You may not rent, lease, or lend the SOFTWARE PRODUCT.

- Support Services. Sawgrass Technologies, Inc. may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the Sawgrass policies and programs described in the user manual, in "online" documentation, and/or in other Sawgrass-provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA. With respect to technical information you provide to Sawgrass as part of the Support Services, Sawgrass may use such information for its business purposes, including for product support and development. Sawgrass will not utilize such technical information in a form that personally identifies you.

- No Assignment or Sublicense. You may not assign or sublicense the rights granted hereby.

- Termination. Without prejudice to any other rights, Sawgrass may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In the event of termination, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts, and provide evidence thereof upon Sawgrass' request.

3. COPYRIGHT.

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4. U.S. GOVERNMENT RESTRICTED RIGHTS.

The SOFTWARE PRODUCT and documentation are 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.

5. APPLICABLE LAW AND JURISDICTION

(a) If you acquired this product in the United States, this EULA is governed by the laws of the State of South Carolina. In the event of any dispute arising under this license or from the use of the SOFTWARE PRODUCT, each party irrevocably agrees to the jurisdiction of the United States District Court for the District of South Carolina, Charleston Division.

(b). If you acquired this product in Canada, this EULA is governed by the laws of the Province of Ontario, Canada. In the event of any dispute arising under this license or from the use of the SOFTWARE PRODUCT, each party irrevocably agrees to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation which may arise hereunder in the courts located in the Judicial District of York, Province of Ontario.

(c) . If this product was acquired outside the United States or Canada, then local law and provisions on competent courts may apply.

6. LIMITED WARRANTY.

Always on condition of a proper and licensed Sawgrass Process, Sawgrass warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of thirty (30) days from the date of receipt, and (b) any Support Services provided by Sawgrass shall be substantially as described in applicable written materials provided to you by Sawgrass, and Sawgrass support engineers will make commercially reasonable efforts to solve any problem issues. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT, if any, are limited to thirty (30) days.

7. CUSTOMER REMEDIES.

Sawgrass and its suppliers' entire liability and your exclusive remedy shall be, at Sawgrass' option, either (a) return of the price paid, if any, or (b) repair or replacement of the SOFTWARE PRODUCT that does not meet Sawgrass' Limited Warranty and which is returned to Sawgrass with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication, including non-licensed uses of the Sawgrass Process. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Sawgrass are available without proof of purchase from an authorized international source.

8. NO OTHER WARRANTIES.

To the maximum extent permitted by applicable law, Sawgrass and its suppliers disclaim all other warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, with regard to the SOFTWARE PRODUCT, and the provision of or failure to provide Support Services. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

9. LIMITATION OF LIABILITY.

To the maximum extent permitted by applicable law, in no event shall Sawgrass or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of

the use of or inability to use the SOFTWARE PRODUCT or the provision of or failure to provide Support Services, even if Sawgrass has been advised of the possibility of such damages. In any case, and unless stated otherwise herein, Sawgrass' entire liability under any provision of this EULA shall be limited to U.S. \$5.00. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

10. USER EXPERIENCE IMPROVEMENT INITIATIVE.

The User Experience Improvement Initiative ("UEII") helps Sawgrass to better understand users' needs and to provide you with ever better products and services. By accepting this EULA, you are opting in to this initiative, allowing Sawgrass to fulfill its contractual missions towards you. By opting in, you agree to the use of your information in the following way: This software collects data including your system information, features used, frequency of use and information on technical issues, such as crash reports. The UEII enables you to receive important product messages, including support bulletins and the availability of product updates. Any and all collected data will be used purely for and strictly limited to the purposes of improving and continuing to develop and further improve Sawgrass' software. Any and all data will strictly be kept within Sawgrass, not be transferred to any third party (unless required in the execution of this EULA, subject to data protection requirements no less strict than hereunder), and will be deleted after use in line with applicable legislation.

Please note that participation in the UEII is not a mandatory part of this EULA. You may opt out of this UEII at any time by unchecking UX Optimization in the application's Help menu. Such will not impact attributed rights under this EULA; however, you will then not be able to benefit from the advantages and updates described above. You may re-opt in any time. Yet, to benefit from seamless support it is recommended to avoid opt outs with subsequent re-opt ins.

For more information about how we use your UEII information and/or what information will be generated, please refer to Sawgrass' privacy policy at www.sawgrassink.com, or contact Sawgrass with any question you may have in that respect.