



## PCLWorks Program LICENSE AGREEMENT

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**1. Introduction.** THIS AGREEMENT is entered into hereto, between PAGE TECHNOLOGY MARKETING, INC. ("PageTech")(herein referred to as "Licensor"), and the "Licensee".

### **2. Definitions.**

2.1 "Software" shall refer to certain proprietary computer software known as PCLWorks Program 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 "Page Volume Limited" shall refer to the use of the Software to convert, index, extract text or otherwise transform PCL is limited to 50,000 pages per 30-day time interval.

### **3. Rights Granted.**

3.1 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.

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

3.3 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.

### **4. Payment.**

4.1 Licensor's web-based order processing system will not permit the purchase of this Software unless the Licensee provides "yes or "no" responses to both of the Licensor's "I understand that the 30-Day Refund Policy only applies if I pre-test my PCL with the free SDK demo" and "I have pre-tested my PCL with the PCLTool SDK Demo" prompts. Licensee's unconditional acceptance of the Software is provided by a "yes" response to both questions or the order will not be processed.

4.2 Licensee agrees that once Licensor has provided the permanent runcode for the Software, that the sale is fully consummated, final and non-refundable.

**5. Software Support.** For the first ninety (90) days after purchase of Software, Licensor shall provide at no charge, reasonable 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. Warranty**

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

6.2 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.

6.3 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.

### **7. Miscellaneous.**

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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**

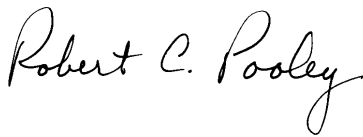
Page Technology Marketing, Inc.  
3525 Del Mar Heights Rd. #315  
San Diego, CA 92130  
Phone: (858) 794-6884 / Fax: (858) 794-0028  
info@pagetech.com or www.pagetech.com

**Licensee**

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\_\_\_\_\_  
\_\_\_\_\_  
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  
June 2, 2014

\_\_\_\_\_  
(Company)  
By \_\_\_\_\_  
(Signature, Title)  
\_\_\_\_\_  
(Print Licensee's Name)  
\_\_\_\_\_  
(Date)

**Exhibit A** The configuration of the Page Volume Limited Software provided in this Agreement includes the following programs and functionality in 32-bit versions:

- PCLWorks.exe:** Converts PCL into BMP, PCX, DCX, TIF, PNG, WMF, EMF, PMF, JPG, XPS and PDF file formats.
- PCLSplit.exe:** Splits PCL files into smaller files and counts pages
- PCLCodes.exe:** Translates and lists all the PCL escape codes in a PCL file for debugging
- PCLFilter.exe:** Searches and Replaces escape codes and text in binary PCL files
- PCLOptimize.exe:** Optimizes PCL Files by eliminating redundantly downloaded fonts and characters
- Img2XPS.exe:** Convert TIFF and JPEG files into XPS format
- Img2PDF.exe:** Convert TIFF and JPEG files into PDF format
- Img2PCL.exe:** Converts TIFF and JPEG files into PCL format
- TNXDumpG.exe:** Formats the ASCII text extracted from PCL files

**NO MODIFICATIONS TO THIS LICENSE AGREEMENT ARE ALLOWED**