

COMPAQ REMOTE CONTROL SOFTWARE

SOFTWARE LICENSE AGREEMENT

This is a legal agreement between you (“you” or the “End User”) and GENICOM Corporation (“GENICOM”). BY OPENING THE SEALED DISK PACKAGE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS GOVERNING THE LICENSING OF THIS SOFTWARE, PROMPTLY RETURN THE DISK PACKAGE AND THE ACCOMPANYING ITEMS (including written materials and binders or other containers) TO THE PLACE YOU OBTAINED THEM. The enclosed GENICOM product is a single user version unless your product’s packaging indicates otherwise or unless you have written agreement with GENICOM .

1. GRANT OF LICENSE

(a) GENICOM grants the End User a license to use one copy of the enclosed software program (“the Software”) on a single terminal connected to a single computer (i.e. with a single CPU). The End User may copy the Software from one single terminal to another single terminal or portable or home computer or terminal belonging to or used by the End User **provided** that the Software is in use on only one computer at a time and is never installed on more than two computers at any one time and is used only by the End User.

(b) If the End User has multiple licenses for the Software, then at any time the End User may use as many copies of the Software as the End User has licenses. If the number of persons who can access and use the Software exceeds the number of licenses that the End User has, then the End User must have a reasonable mechanism or process in place to assure that the number of persons using the Software at the same time does not exceed the number of licenses.

(c) This license is not a sale of any of the rights of ownership of the Software or any copy thereof. In particular GENICOM retains full title and rights of ownership, including (without limitation) copyright, trademark, patent or other intellectual property rights, in the original or any copy of the Software installed or copied or in use on all such physical media or on any other media such as, but not restricted to, floppy or hard disks, CD-ROM or similar storage devices or operating memory.

(d) As the End User is simply acquiring a **license** to use the Software, it may therefore not be sold, leased or transferred to anyone without prior consent of GENICOM. After written notification from GENICOM, the End User may transfer all copies of the Software (including the original) and the documentation on a permanent basis to another person or entity, provided that

the End User retains no copies of the Software or documentation and that any authorized transferee of the Software shall be bound by the terms and conditions of this Agreement. If the Software is an update, any transfer must include the update and all prior versions.

2. COPYRIGHT

The Software is owned by GENICOM and is in part duly licensed to GENICOM by H Bollmann Manufacturers Limited and its suppliers and is protected by United States and English copyright laws, international treaty provisions, and all other applicable rules and regulations. Therefore, you must treat the Software like any other copyright material (e.g. a book or musical recording). You may not copy the Software manual(s) or written materials accompanying the Software.

3. OTHER RESTRICTIONS

The Software and the enclosed written materials are copyrighted. Except as permitted by Section 50B of the Copyright, Designs and Patents Act 1988 under English law, other legislation and by this Agreement, End User shall not alter, merge, adapt, translate, modify, reverse engineer, decompile or disassemble the Software or make, or assist others to make any copies of the Software (including written materials), except for copies necessary for backup and archival purposes (with proper inclusion where they appear of copyright and/or proprietary rights notices).

The End User must not sub-license, rent or lease any portion of the Software, or operate any of the Software on or from a network or mainframe system nor use a previous version of the Software for which it has acquired an upgrade or update, except that for a period of ninety (90) days after you receive the upgrade or update you may use the previous version solely to convert existing documents to the upgraded or updated version. At the end of the ninety (90) days, the previous version must be deleted from the computer and the original disks must be physically destroyed. GENICOM retains the right to conduct an audit or inspection to ensure compliance with this provision.

4. DISCLAIMER OF WARRANTY

The Software, product manual(s) and written materials are provided "as is" without warranty of any kind, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

5. LIMITATIONS ON LIABILITY

In no event shall GENICOM or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of data, loss of profits or use of the

Software, business interruption, loss of business information or other pecuniary loss) or for any incidental, punitive or consequential damages arising out of the use or inability to use the Software, even if GENICOM was advised of the possibility of such damage. This limitation of GENICOM's liability will apply regardless of the form of action, whether in contract or tort including negligence, strict product liability or other. [The foregoing limitation does not apply to damages resulting from personal injury caused by sole GENICOM's negligence.]

6. U.S. GOVERNMENT CUSTOMERS

The software 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 subparagraph (c) (1) and (2) of the Commercial Software Restricted Rights Clause at 48 CFR 52.227 – 19, or FAR 52.227-14 Alt. III as applicable. Contractors/Manufacturers are GENICOM Corporation and H Bollmann Manufacturers Limited.

7. TERMINATION

Without prejudice to any other rights, GENICOM may terminate this Software License Agreement if you fail to comply with the terms and conditions of this Software License Agreement. In such event, you must destroy all copies of the software product and all of its component parts.

8. GENERAL PROVISIONS

The End User will not export or re-export the Software without the appropriate United States or foreign government licenses, and must comply with all laws and regulations including those of the U.S. Department of Commerce relating to the exports of products of technical data. Title to and ownership of the Software and documentation and any reproductions thereof, copyrights, trademarks, patents and other intellectual property rights shall remain with GENICOM and its suppliers. These terms and conditions are governed by the laws of the State of Virginia.

Should you have any questions concerning this agreement, or if you desire to contact GENICOM for any reason, please write to: **GENICOM Corporation, 330 Codman Hill Road, Boxborough, Massachusetts 01719 USA.**