

# Re. JANNERSTEN WARRANTIES ETC.

This document is a summary of the rules that apply on hard- and software manufactured/created by the Jannersten Company.

Third party manufacturers/creators might have their own rules that supersede all, or part of, Jannersten's rules. Jannersten might also have special conditions on some of its items that supersede all, or part of, the following rules.

## SECTION 1 HARDWARE

### Jannersten Terms at Purchases of Hardware

#### Definitions

"Jannersten" means Jannersten Förlag AB, a Swedish corporation, resident at Banérgatan 15, 75237 Uppsala, Sweden.

"Customer" means a part that has bought goods from Jannersten, and/or an end user of items manufactured or created by Jannersten.

"Contract" means sales contract and/or agreement, and failing this Jannersten's description of the goods.

"Conformity" means Conformity with the Contract, and/or the principle that delivery must be in Conformity with the Contract.

#### Jannersten terms for hardware

Jannersten's hardware warranty covers any lack of Conformity that existed at the time of delivery of the goods that is claimed by the Customer within 365 days counting from the day when the goods was first delivered by Jannersten.

The principle of Conformity always applies. That is to say, goods sold "as is", or goods that is clearly indicated to be of low quality, is only covered by a limited, or no, warranty.

The Customer has no right to claim compensation if he knew, or should have known, that there was a lack of Conformity with the Contract at the time when he accepted the Contract.

Goods that the Customer claims warranty on must be returned to Jannersten on the Customer's expense, unless otherwise is agreed with Jannersten in advance in writing.

#### Repair and replacement of faulty parts

The Customer is entitled to have the goods restored to Conformity free of charge; whereby any usage that the Customer might have had of the goods since it was first delivered shall be considered. Jannersten reserves its right to give the Customer a refund instead of bringing the goods to Conformity with the Contract.

Jannersten may offer the Customer a price reduction as an alternative to Conformity. Such offers does not affect Jannersten's right to choose between refund and Conformity.

Conformity shall be completed within reasonable time. The Customer has the right to choose refund if the waiting time would exceed 90 days.

The Customer may require an appropriate reduction of the price if there is a major lack of Conformity and

- the Customer is not entitled to repair, nor replacement, or
- Jannersten has not established Conformity within a reasonable time, or
- cannot establish Conformity without significant inconvenience to the Customer.

### **Disclaimer**

The limited warranty in this section, and any statutory warranty and remedy that cannot be excluded or limited under law, are the only warranties and exclusive remedies applicable to the product. Other than those warranties offered, and statutory warranties and remedies, Jannersten, its affiliates, suppliers, and certificate authorities disclaim all warranties, conditions, representations and terms, expressed or implied, whether by statute, common law, custom, usage, or otherwise as to any matter, including but not limited to performance, security, merchantability, satisfactory quality, and fitness for any particular purpose. Other than such offered and statutory warranties and remedies, Jannersten or third party certificated outlets are provided as-is and with all faults.

This disclaimer of warranty may not be valid in some jurisdictions. Customer may have additional warranty rights under law, which may not be waived or disclaimed. Jannersten does not seek to limit Customer's warranty rights to any extent not permitted by law.

### **Limitation of Liability**

Except for the exclusive remedy offered by Jannersten above, and any remedies that cannot be excluded or limited under law; Jannersten, its affiliates, suppliers, and certificate authorities will not be liable to Customer for any loss, damages, claims, or costs whatsoever, including any consequential, indirect or incidental damages, any lost profits or lost savings, any damages resulting from business interruption, personal injury or failure to meet any duty of care; or claims by a third party, even if an Jannersten representative has been advised of the possibility of such loss, damage, claim, or cost.

In any event, Jannersten's aggregate liability, and that of its affiliates, suppliers, and certificate authorities under, or in connection with, the Contract will be limited to the amount paid for the hardware, if any. This limitation will apply even in the event of a fundamental or material breach, or a breach of the fundamental or material terms of the Contract.

Jannersten is acting on behalf of its affiliates, suppliers, and Certificate Authorities for the purpose of disclaiming, excluding and limiting obligations, warranties, and liability, but in no other respects and for no other purpose.

The foregoing limitations and exclusions apply to the extent permitted by applicable law in Customer's jurisdiction. This limitation of liability may not be valid in some jurisdictions. Customer may have rights that cannot be waived under Customer protection and other laws. Jannersten does not seek to limit its warranty or remedies to any extent not permitted by law.

## SECTION 2 SOFTWARE

### Jannersten Terms for Software License Agreements

Please read this agreement carefully before copying, installing, or using all or any portion of the software. You (hereinafter “Customer”) accept all the terms and conditions of this agreement, including, without limitation, the provisions on license restrictions in section 4, limited warranty in section 6 and 7, limitation of liability in section 8, and specific provisions and exceptions in section 16. Customer agrees that this agreement is like any written negotiated agreement signed by Customer. This agreement is enforceable against Customer. The Customer may not use the software if the Customer does not agree to the terms of this agreement,

Customer may have another written agreement directly with Jannersten (e.g., a volume license agreement) that supplements or supersedes all or portions of this agreement. The Software is LICENSED, NOT SOLD, only in accordance with the terms of this agreement.

The Software may cause Customer’s Computer to AUTOMATICALLY CONNECT TO THE INTERNET. The Software may also require activation or registration. Additional information on activation, Internet connectivity, and privacy is available in Sections 14 and 16.

#### 1. Definitions.

1.1 “Jannersten” means Jannersten Förlag AB, a Swedish corporation, resident at Banérgatan 15, 75237 Uppsala, Sweden.

1.2 “Compatible Computer” means a Computer or other electronically device with the recommended operating system and hardware configuration as stated in the Documentation.

1.3 “Computer” means a virtual or physical device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, including without limitation desktop computers, laptops, tablets, mobile devices, telecommunication devices, Internet-connected devices, and hardware products capable of operating a wide variety of productivity, entertainment, or other software applications.

1.4 “Customer” means you and any legal entity that obtained the Software and on whose behalf it is used; for example, and as applicable, your employer.

1.5 “Internal Network” means a private, proprietary network resource accessible only by employees and individual contractors (i.e., temporary employees) of a specific corporation or similar business entity. Internal Network does not include portions of the Internet or any other network community open to the public, such as membership or subscription driven groups, associations, and similar organizations.

1.6 “Output File” means an output file Customer creates with the Software.

1.7 “Permitted Number” means one (1) unless otherwise indicated under a valid license (e.g., volume license) granted by Jannersten.

1.8 “Software” means (a) all of the information with which this agreement is provided, including but not limited to: (i) all software files and other computer information; (ii) any proprietary scripting logic embedded within exported file formats or used in an Jannersten Online Service; (iii) sample and stock photographs, images, sounds, clip art and other artistic works bundled with Jannersten software or made available by Jannersten on Jannersten’s website for use with the Jannersten software and not obtained from Jannersten through a separate service (unless otherwise noted within that service) or from another party (“Content Files”); (iv) related explanatory written materials and files (“Documentation”); and (v) fonts; and (b) any modified versions and copies of, and upgrades, updates, and additions to, such information, provided to Customer by Jannersten at any time, to the extent not provided under separate terms (collectively, “Updates”).

## **2. Software License.**

2.1 Software License. This Section 2.1 applies to Customers who have purchased a license to the Software.

2.1.1 License Grant. Subject to Customer’s continuous compliance with this Agreement and payment of the applicable license fees, Jannersten grants Customer a non-exclusive and limited license to install and use the Software (a) in the territory or region where Customer obtains the Software from Jannersten or Jannersten’s authorized reseller or as otherwise stated in the Documentation (“Territory”), (b) during the term of such license (“License Term”), (c) within the scope of the License Type and on the Permitted Number of Customer’s Compatible Computers as specified in the Documentation, and (d) in a manner consistent with the terms of this Agreement and applicable Documentation. Unless otherwise defined in this Agreement, in the applicable Documentation, or at the time of purchase, License Term shall be perpetual. Upon the expiration or termination of the License Term, some or all of the Software may cease to operate without prior notice. Upon expiration or termination of the License Term, Customer may not use the Software unless Customer has renewed the license. The license granted herein is supplemented by specific provisions in Section 16 as related to the use of certain applicable products and components that may be included in the Software.

### **2.1.2 License Types.**

2.1.2.1 Non-Serialized Software. The Software, or portions of the Software, that are provided without a serial number during the License Term may only be installed and used on any number of Compatible Computers as part of an organizational deployment plan during the License Term for demonstration, evaluation, and training purposes only, and only if any Output Files or other materials produced through such use are used only for internal, non-commercial, and non-production purposes. The Non-Serialized software is provided “as-is”. Access to and use of any output files created with such Non-Serialized software is entirely at Customer’s own risk.

2.1.2.2 Evaluation Software. The Software, or portions of the Software, that are provided with a serial number designated for “evaluation purposes” or other similar designation may only be installed and used on Permitted Number of Compatible Computers during the License Term for demonstration, evaluation, and training purposes only, and only if any Output Files or other materials produced through such use are used only for internal, non-commercial, and non-production purposes. The Evaluation software is provided “as is”. Access to and use of any output files created with such evaluation software is entirely at Customer’s own risk.

2.1.2.3 Subscription Edition. For the Software available on a subscription-basis (“Subscription Edition”), Customer may install and use the Subscription Edition only on the Permitted Number of Compatible Computer during the License Term. Subject to the Permitted Number of Computers for the Subscription Edition, Jannersten may allow Customer to install and use the most recent prior version of the Subscription Edition and the current version of the Subscription Edition on the same Computer during the License Term. Cus-

customer agrees that Jannersten may change the type of Software (such as specific components, versions, platforms, languages, etc.) included in the Subscription Edition at any time and shall not be liable to Customer whatsoever for such change. Ongoing access to a Subscription Edition requires: (a) a recurring Internet connection to activate, renew, and validate the license, (b) Jannersten or its authorized reseller's receipt of recurring subscription payments, and (c) Customer's agreement to subscription terms and other additional terms and conditions that are available at the time of purchase. If Jannersten does not receive the recurring subscription payment or cannot validate the license periodically, then the Software may become inactive without additional notice until Jannersten receives the payment or validates the license.

2.3 Content Files. Unless stated otherwise in the "Read-Me" files, Documentation, or other license(s) associated with the Content Files, Customer may use, display, modify, reproduce, and distribute any of the Content Files. However, Customer may not distribute the Content Files on a stand-alone basis (i.e., in circumstances in which the Content Files constitute the primary value of the product being distributed), and Customer may not claim any trademark rights in the Content Files or derivative works thereof. Nothing stated herein shall affect the ownership of the Software as stated in Section 3.

2.4 Sample Application Code. Customer may modify the source code form of those portions of the Software programs that are expressly identified as sample code, sample application code, code snippets, ActionScript class files, or sample components (each, "Sample Application Code") in the accompanying Documentation solely for the purposes of designing, developing, and testing. Customer agrees to indemnify, hold harmless, and defend Jannersten from and against any loss, damage, claims, or lawsuits, including attorney's fees that arise or result from the use or distribution of its application.

2.5 Programming Languages. The Software may include portions of the ExtendScript SDK and Pixel Bender SDK. Subject to the restrictions contained in this Section 2, Jannersten grants to Customer a nonexclusive, non-transferable, royalty-free license to use the items in the ExtendScript SDK and Pixel Bender SDK only for the purpose of internal development of application programs designed to function with Jannersten products. Except as expressly provided in this Section 2.5, no portions of the ExtendScript SDK or the Pixel Bender SDK may be modified or distributed. Customer agrees to indemnify, hold harmless, and defend Jannersten from and against any loss, damage, claims, or lawsuits, including attorney's fees that arise or result from such distribution.

2.6 Documentation Copies. Customer may make copies of the Documentation for its own internal use in connection with use of the Software in accordance with this agreement, but no more than the amount reasonably necessary.

### **3. Intellectual Property Ownership.**

The Software and any authorized copies that Customer makes are the intellectual property of and are owned by Jannersten and its suppliers. The structure, organization, and source code of the Software are the valuable trade secrets and confidential information of Jannersten and its suppliers. The Software is protected by law, including but not limited to the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly stated herein, this agreement does not grant Customer any intellectual property rights in the Software. All rights not expressly granted are reserved by Jannersten and its suppliers.

### **4. Restrictions and Requirements.**

4.1 Proprietary Notices. Any permitted copy of the Software (including without limitation Documentation) that Customer makes must contain the same copyright and other proprietary notices that appear on or in the Software.

4.2 Use Obligations. Customer agrees that it will not use the Software other than as permitted by this agreement and that it will not use the Software in a manner inconsistent with its design or Documentation.

4.3 No Modifications. Except as expressly permitted in Sections 2 or 16, Customer may not modify, port, adapt, or translate the Software.

4.4 No Reverse Engineering. Except as otherwise expressly permitted in Section 16.1, Customer will not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software.

4.5 No Unbundling. The Software may include various applications and components, may allow access to different Jannersten Online Services, may support multiple platforms and languages, and may be provided to Customer on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to Customer as a single product to be used as a single product on Computers as permitted herein. Unless otherwise permitted in the Documentation, Customer is not required to install all component parts of the Software, but Customer may not unbundle the component parts of the Software for use on different Computers.

4.6 No Transfer.

4.6.1 Customer will not rent, lease, sell, sublicense, assign, or transfer its rights in the software (including without limitation, software obtained through a web download), or authorize any portion of the software to be copied onto another individual or legal entities computer except as may be expressly permitted herein.

## **5. Updates.**

If the Software is an Update to a prior version of software (the "Prior Version"), then Customer's use of this Update is conditional upon its retention of the Prior Version. Therefore, if Customer validly transfers this Update pursuant to Section 4.6, the Customer must transfer the Prior Version along with it. If Customer wishes to use this Update in addition to the Prior Version, then Customer may only do so on the same Computer on which it has installed and is using the Prior Version. Any obligations that Jannersten may have to support Prior Versions during the License Term may end upon the availability of this Update. No other use of the Update is permitted. Jannersten may license additional Updates to Customer with additional or different terms.

## **6. Limited Warranty.**

Except as otherwise stated in a separate agreement between Jannersten and a Software licensee, Jannersten warrants to the individual or entity that first purchases a license for the Software for use pursuant to the terms of this agreement that the Software will perform substantially in accordance with the corresponding user manual for the Software for the shorter period of (a) the ninety (90) day period or (b) License Term following receipt of the Software ("Warranty Period") when used on the Compatible Computer. Non-substantial variation of performance from the user manual does not establish a warranty right. This limited warranty does not apply to the following, which are made available AS-IS and without warranty from Jannersten: (i) patches; (ii) font software; (iii) Pre-release Software, trial, starter, evaluation, product sampler, Evaluation Software, and not-for-resale copies of the Software; (iv) websites, Jannersten Online Services; and Third Party Online Services; (v) Certified Document Services (see Section 16); and (vi) any software made available by Jannersten for free via web download from an Jannersten website. All warranty claims must be made, along with proof of purchase, to the Jannersten Customer Support Department within such Warranty Period. The entire liability of Jannersten and its affiliates related to such warranty claim and Customer's sole and exclusive remedy under any warranty will be limited to either, at Jannersten's option, support of the Software based on the warranty claim, replacement of the Software, or, if support or replacement is not practicable at Jannersten's determination, refund of the license fee Customer paid for the Software (if any). The limited warranty set forth in this section gives Customer specific legal

rights. Customer may have additional rights under law, which may vary from jurisdiction to jurisdiction. Jannersten does not seek to limit Customer's warranty rights to any extent not permitted by law. Please see Section 16 for jurisdiction-specific provisions or contact the Jannersten Customer Support Department.

#### **7. Disclaimer.**

The limited warranty in this section and any statutory warranty and remedy that cannot be excluded or limited under law are the only warranties and exclusive remedies applicable to the hardware. Other than those warranties offered and statutory warranties and remedies, Jannersten, its affiliates, suppliers, and certificate authorities disclaim all warranties, conditions, representations, and terms, expressed or implied, whether by statute, common law, custom, usage, or otherwise as to any matter, including but not limited to performance, security, merchantability, satisfactory quality, and fitness for any particular purpose. Other than such offered and statutory warranties and remedies, Jannersten or third party certificated outlets are provided as-is and with all faults. This disclaimer of warranty may not be valid in some jurisdictions. Customer may have additional warranty rights under law, which may not be waived or disclaimed. Jannersten does not seek to limit Customer's warranty rights to any extent not permitted by law.

#### **8. Limitation of Liability.**

Except for the exclusive remedy offered by Jannersten above and any remedies that cannot be excluded or limited under law Jannersten, its affiliates, suppliers, and certificate authorities will not be liable to Customer for any loss, damages, claims, or costs whatsoever including any consequential, indirect or incidental damages, any lost profits or lost savings, any damages resulting from business interruption, personal injury or failure to meet any duty of care, or claims by a third party, even if an Jannersten representative has been advised of the possibility of such loss, damages, claims, or costs. In any event, Jannersten's aggregate liability and that of its affiliates, suppliers, and certificate authorities under or in connection with this agreement will be limited to the amount paid for the hardware, if any. This limitation will apply even in the event of a fundamental or material breach or a breach of the fundamental or material terms of this agreement. Jannersten is acting on behalf of its affiliates, suppliers, and Certificate Authorities for the purpose of disclaiming, excluding and limiting obligations, warranties, and liability, but in no other respects and for no other purpose.

The foregoing limitations and exclusions apply to the extent permitted by applicable law in Customer's jurisdiction. This limitation of liability may not be valid in some jurisdictions. Customer may have rights that cannot be waived under Customer protection and other laws. Jannersten does not seek to limit its warranty or remedies to any extent not permitted by law see section 16 for jurisdiction specific statements.

#### **9. Export Rules.**

Customer acknowledges that the Software is subject to the Swedish Export Administration Regulations and other export laws, restrictions, and regulations (collectively, the "Export Laws") and that Customer will comply with the Export Laws. Customer will not ship, transfer, export, or re-export the Software, directly or indirectly, to:

- (a) any countries that are subject to export restrictions.
- (b) All rights to use the Software are granted on condition that such rights are forfeited if Customer fails to comply with the terms of this Agreement. If Jannersten has knowledge that a violation has occurred, Jannersten may be prohibited from providing maintenance and support for the Software.

#### **10. Governing Law.**

If Customer is a Customer who uses the Software for only personal non-business purposes, then this agreement will be governed by the laws of the jurisdiction, which Customer purchased the license to use the Software. If Customer is not such a Customer, this agreement will be governed by and construed in accordance with the substantive laws in force in Sweden.

## **11. General Provisions.**

If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of this agreement, which will remain valid and enforceable according to its terms. This agreement may only be modified in writing, signed by an authorized officer of Jannersten. The English version of this agreement will be the version used when interpreting or construing this agreement. This is the entire agreement between Jannersten and Customer relating to the Software and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Software.

## **12. Notice to U.S. Government End Users.**

12.1 U.S. Government Licensing of Jannersten Technology. Customer agrees that when licensing Jannersten Software for acquisition by the U.S. Government, or any contractor therefore, Customer will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. Sections 227.7202-1 and 227.7202-4 (for the Department of Defense). For U.S. Government End Users, Jannersten agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence will be incorporated by reference into this agreement.

12.2 Commercial Items. For U.S. Government End Users, Software is a "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

## **13. Compliance with Licenses.**

If Customer is a business, company, or organization, Customer agrees that, in addition to any license compliance checking performed by the Software, Jannersten or its authorized representative have the right, no more than once every twelve (12) months, upon seven (7) business days' prior notice to Customer, to inspect Customer's records, systems, and facilities to verify that its use of any and all Jannersten software or service is in Conformity with its valid licenses from Jannersten. For example, Jannersten has the right to those of Customer's records useful to determine whether installations of the Software have been serialized, and Customer shall provide such records to Jannersten promptly upon request by Jannersten. Additionally, Customer shall provide Jannersten with all records and information requested by Jannersten in order to verify that its use of any and all Jannersten software is in Conformity with its valid licenses from Jannersten within thirty (30) days of Jannersten's request.

## **14. Internet Connectivity and Privacy.**

14.1 Automatic Connections to the Internet. The Software may cause Customer's Computer, without notice, to automatically connect to the Internet and to communicate with an Jannersten website or Jannersten domain for purposes such as license validation and providing Customer with additional information, features, or functionality. Unless otherwise specified in Sections 14.2 through 14.7, the following provisions apply to all automatic Internet connections by the Software:

14.1.1 Whenever the Software makes an Internet connection and communicates with an Jannersten website, whether automatically or due to explicit user request, the Privacy Policy shall apply. Jannersten Privacy Policy allows tracking of website visits and it addresses in detail the topic of tracking and use of cookies, web beacons, and similar devices.



14.1.2 Whenever the Software connects to Jannersten over the Internet; certain Customer information is collected and transmitted by the Software to Jannersten pursuant to the Jannersten Online Privacy Policy.

14.1.3 If Customer accesses an Jannersten Online Service (as defined in Section 16.4 below) or activates or registers the Software, then additional information such as Customer's ID, user name, and password may be transmitted to and stored by Jannersten pursuant to the Privacy Policy and additional terms of use related to such Jannersten Online Service (collectively with the Jannersten.com terms of use and any applicable terms, the "Additional Terms of Use").

14.1.4 As permitted by applicable law or as consented to by Customer, Jannersten may (a) send Customer transactional messages to facilitate the Jannersten Online Service or the activation or registration of the Software or Jannersten Online Service, or (b) deliver in-product marketing to provide information about the Software and other Jannersten products and Services using information including but not limited to platform version, version of the Software, license status, and language.

14.2 Updating. The Software may cause Customer's Computer, without additional notice, to automatically connect to the Internet (intermittently or on a regular basis) to (a) check for Updates that are available for download to and installation on the Computer and (b) notify Jannersten of the results of installation attempts.

14.3 Activation. The Software may require Customer to (a) obtain an Jannersten ID, (b) activate or reactivate the Software, (c) register the software, or (d) validate the Membership. Such requirement may cause Customer's Computer to connect to the Internet without notice on install, on launch, and on a regular basis thereafter. Once connected, the Software will collect and transmit information to Jannersten's server. Customer may also receive information from Jannersten related to Customer's license, subscription, or Membership. Jannersten may use such information to detect or prevent fraudulent or unauthorized use not in accordance with a valid license, subscription, or Membership. Failure to activate or register the Software, validate the subscription or Membership, or a determination by Jannersten of fraudulent or unauthorized use of the Software may result in reduced functionality, inoperability of the Software, or a termination or suspension of the subscription or Membership.

14.4 Deactivation. Customer may deactivate and uninstall the Software from its Computer in order to install and activate the Software on another Computer in accordance with this agreement ("Deactivation"). Deactivation requires Internet connectivity.

14.5 Use of Online Services. The Software may cause Customer's Computer, without additional notice and on an intermittent or regular basis, to automatically connect to the Internet to facilitate Customer's access to content and services that are provided by Jannersten or third parties as further described in Section 16.4 (Online Services). In addition, the Software may, without additional notice, automatically connect to the Internet to update downloadable materials from these online services so as to provide immediate availability of these services even when Customer is offline.

14.6 Digital Certificates. The Software uses digital certificates (as described in Section 16.5) to help Customer identify downloaded files (e.g., applications and content) and the publishers of those files.

14.7 Settings Manager. The Software may include certain user settings by storing them on Customer's Computer as a local shared object.

## **15. Peer-to-Peer Communications.**

The Software may use Customer's connection to a local area network, without additional notice, to automatically connect to other Jannersten software and, in doing so, may indicate on the local area network that it is available for communication with other Jannersten software. These connections may transmit the IP Address of Customer's connection to the local network.

## **16. Specific Provisions and Exceptions.**

This section sets forth specific provisions related to certain products and components of the Software as well as limited exceptions to the above terms and conditions. To the extent that any provision in this section is in conflict with any other term or condition in this agreement, the terms stated in this section will supersede such other term or condition.

16.1 No Prejudice; European Economic Area Provisions; Australia Mandatory Notice.

16.1.1 This agreement will not prejudice the statutory rights of any party, including those dealing as Customers. For example, for Customers in New Zealand who obtain the Software for personal, domestic, or household use (not business purposes), this agreement is subject to the Customer Guarantees Act.

16.1.2 If Customer obtained the Software in the European Economic Area (EEA), Customer usually resides in the EEA and Customer is a Customer (that is its use of the Software is for personal, non-business related purposes), then Section 6 (Limited Warranty) does not apply to Customer's purchase and use of the Software. Instead, Jannersten warrants for a period of 2 years from purchase that the Software provides the functionalities set forth in the applicable user manual (the "agreed upon functionalities") when used on the Compatible Computer. Non-substantial variation from the agreed upon functionalities will not establish any warranty rights. This warranty does not apply to software that Customer uses on a pre-release, tryout, starter, or product sampler bases, or to font software, or to the extent the software fails to perform because it has been altered by Customer. To make a warranty claim, Customer must notify the Jannersten Customer Support Department during this 2-year period, providing details of proof of purchase of the Software. Jannersten will verify with Customer whether there is a defect in the Software or advise Customer that the error arises because Customer has not installed the Software correctly (in which case, Jannersten shall assist Customer). If there is a defect in the Software, Customer may request from Jannersten either a refund or a repaired or replacement copy of the Software. Requests must be accompanied by proof of purchase. In the event Customer's warranty details are substantiated, Jannersten will meet Customer's request for repaired or replacement Software, unless it is not reasonable for Jannersten to do so, in which case Jannersten will provide Customer with a refund. For warranty assistance, please contact the Jannersten Customer Support Department.

Please note that the provisions of Section 8 (Limitation of Liability) will continue to apply to any damages claims Customer makes in respect of its use of the Software. Nonetheless, Jannersten shall be liable for direct losses that are reasonably foreseeable in the event of a breach by Jannersten of this agreement. Customer is advised to take all reasonable measures to avoid and reduce damages, in particular by making back-up copies of the Software and its computer data.

This agreement, and in particular this Section 16.1.2, is intended to describe Customer's rights (including its statutory rights) in the event there should be problems with its use of the Software. If Customer's statutory rights are greater than this description, its statutory rights shall apply.

16.1.3 Nothing included in this agreement (including Section 4.4) shall limit any non-waivable right to decompile the Software that Customer may enjoy under applicable law. For example, if Customer is located in the European Union (EU), Customer may have the right upon certain conditions specified in the applicable law to decompile the Software if it is necessary to do so in order to achieve interoperability of the Software with another software program, and Customer has first asked Jannersten in writing to provide the information necessary to achieve such operability and Jannersten has not made such information available. In addition, such decompilation may only be performed by Customer or someone else entitled to use a copy of the Software on Customer's behalf. Jannersten has the right to impose reasonable conditions before providing such information. Any information supplied by Jannersten or obtained by Customer, as permitted hereunder, may only be used by Customer for the purpose described herein and may not be disclosed to any third party or used to create any software that is substantially similar to the expression of the Software or used for any other act that infringes the copyright of Jannersten or its licensors.

16.1.4 The following provision shall apply if Customer obtains the Software in Australia, notwithstanding anything stated to the contrary in this Agreement:

**NOTICE TO Customers IN AUSTRALIA:**

Our goods come with guarantees that cannot be excluded under the Australian Customer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Our software products also come with a 90-day limited warranty given by Jannersten, as set out in the Agreement. If your products do not provide the general features and functions described in the User Documentation in the 90-day period after delivery to you, please contact the Jannersten Customer Support Department with details of your product, serial number, and proof of purchase. You may be required to return the software product to the address we provide to you at the time, in which case such return will be at your own cost. The benefits under this warranty are in addition to other rights and remedies that you may have at law.

16.2 Pre-release Software Additional Terms. If the Software is pre-commercial release or beta software ("Pre-release Software"), then this section applies. The Pre-release Software does not represent final product from Jannersten, and may contain bugs, errors, and other problems that could cause system or other failures and data loss. Jannersten may never commercially release the Pre-release Software. If Customer received the Pre-release Software pursuant to a separate written agreement, such as the Jannersten Systems Incorporated License Agreement for Pre-release Software, then Customer's use of the Software is also governed by such agreement. Customer will promptly return or destroy all copies of Pre-release Software upon the earlier of Jannersten's request or upon Jannersten's commercial release of such Software. Customer's use of pre-release software is at own risk. See sections 6 and 8 for limited warranty and liability limitations related to pre-release software.

16.3 Educational Software Product. If the Software is Educational Software Product (Software manufactured and distributed for use only by Educational End Users), Customer is not entitled to use the Software unless Customer qualifies in its jurisdiction as an Educational End User.

16.4 Online Services.

16.4.1 Provided by Jannersten. The Software facilitates Customer's access to content and various services that are hosted on websites maintained by Jannersten or its affiliates. Jannersten may, at any time and for any reason, modify or discontinue the availability of any Jannersten Online Service. Jannersten also reserves the right to begin charging a fee for access to or use of an Jannersten Online Service that was previously offered at no charge. Section 14 states important information regarding Internet connectivity and Customer's privacy. As stated in Section 14, when the Software accesses an Jannersten Online Service, Customer's use of such Jannersten Online Service is governed by the Jannersten Privacy Poli-

cy, Jannersten.com Terms of Use, and by any Additional Terms of Use that might be presented to Customer at that time.

16.4.2 Provided by Third Parties. The Software may facilitate Customer's access to websites maintained by third parties offering goods, information, software, and services ("Third Party Online Services"). Examples of such Third Party Online Services might include, but are not limited to, the Kodak EasyShare Gallery service. Customer's access to and use of any Third Party Online Services is governed by the terms, conditions, disclaimers, and notices found on such site or otherwise associated with such Third Party Online Services. Jannersten does not control, endorse, or accept responsibility for Third Party Online Services. Any dealings between Customer and any third party in connection with a Third Party Online Service, including such party's privacy policies and use of Customer's personal information, delivery of and payment for goods and services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between Customer and such third party. Third Party Online Services might not be available in all languages or to residents of all countries and Jannersten may, at any time and for any reason, modify or discontinue the availability of any Third Party Online Service.

16.4.3 Except as expressly agreed by Jannersten or its affiliates or a third party in a separate agreement, Customer's use of Jannersten online services and third party online services is at own risk under the warranty and liability limitations of sections 7 and 8.

16.5 Digital Certificates.

16.5.1 Use. Digital certificates are issued by third party certificate authorities.

16.5.2 Terms and Conditions. Purchase, use, and reliance upon digital certificates are the responsibility of Customer and a Certificate Authority. Before Customer relies upon any certified document, digital signature, or Certificate Authority services, Customer should review the applicable terms and conditions under which the relevant Certificate Authority provides services, including, for example, any subscriber agreements, relying party agreements, certificate policies, and practice statements.

16.5.3 Acknowledgement. Customer agrees that (a) the Software, due to configuration or external issues, might show a signature as valid despite the fact a digital certificate may have been revoked or expired prior to the time of verification; (b) the security or integrity of a digital certificate may be compromised due to an act or omission by the signer of the document, the applicable Certificate Authority, or any other third party; and (c) a certificate may be a self-signed certificate not provided by a Certificate Authority. Customer is solely responsible for deciding whether or not to rely on a certificate. Unless a separate written warranty is provided to Customer by a certificate authority, Customer's use of digital certificates is at its sole risk.

16.5.4 Third-Party Beneficiaries. Customer agrees that any Certificate Authority which the Customer relies upon is a third-party beneficiary of this agreement and shall have the right to enforce this agreement in its own name as if it were Jannersten.

16.5.5 Indemnity. Customer agrees to hold Jannersten and any applicable Certificate Authority (except as expressly provided in its terms and conditions) harmless from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorneys' fees) arising out of or relating to Customer's use of, or any reliance on, any service of such authority, including, without limitation: (a) reliance on an expired or revoked certificate; (b) improper verification of a certificate, (c) use of a certificate other than as permitted by any applicable terms and conditions, this agreement or applicable law; (d) failure to exercise reasonable judgment under the circumstances in relying on issuer services or certificates; or (e) failure to perform any of the obligations as required in the terms and conditions related to the services.

16.6 Font Software. If the Software includes font software:

16.6.1 Customer may use the font software with the Software on Computers as described in Section 2 and output the font software to any output device(s) connected to such Computer(s).

16.6.2 If the Permitted Number of Computers is five (5) or fewer, Customer may download the font software to the memory (hard disk or RAM) of one output device connected to at least one of such Computers for the purpose of having the font software remain resident in such output device, and of one more such output device for every multiple of five represented by the Permitted Number of Computers.

16.6.3 Customer may take a copy of the font(s) Customer has used for a particular file to a commercial printer or other service bureau, and such service bureau may use the font(s) to process its file, provided such service bureau has a valid license to use that particular font software.

16.6.4 Customer may embed copies of the font software into its electronic documents for the purpose of printing, viewing, and editing the document. No other embedding rights are implied or permitted under this license.

16.7 Acrobat Standard, Acrobat Pro, and Adobe Acrobat Suite Features. If the Software includes Acrobat Standard, Acrobat Pro, Acrobat Suite, or certain features within the above software, then this Section 16.8 shall apply.

16.7.1 Additional Definitions.

16.7.1.1 “Deploy” means to deliver or otherwise make available, directly or indirectly, by any means including but not limited to a network or Internet, an Extended Document to one or more recipients.

16.7.1.2 “Extended Document” means a PDF file manipulated by the Software to enable the ability to locally save documents with filled-in PDF forms.