

END USER LICENSE AGREEMENT AND LIMITED WARRANTY

IMPORTANT - READ CAREFULLY

This End User License Agreement ("EULA") and limited warranty constitutes a legal agreement ("License Agreement") between you (either as an individual or a single entity) and Objectif Lune Inc. ("Objectif Lune") for the software product ("Software") identified as PlanetPress Suite, including all companion products, components, patches, updates and upgrades, and also including any computer software, PostScript programs, media, and accompanying on-line or printed documentation.

BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT. If you are the original purchaser of the Software and you do not agree with the terms and conditions of the License Agreement, promptly return the unused Software to the place from which you obtained it for a full refund.

Upon your acceptance of the terms and conditions of the License Agreement, Objectif Lune grants you the right to use the Software in the manner provided below.

This Software is owned by Objectif Lune or its suppliers and is protected by copyright law and international copyright treaty. Therefore, you must treat this Software like any other copyrighted material (e.g., a book), except that you may either make one copy of the Software solely for backup or archival purposes or transfer the Software to a single hard disk provided you keep the original solely for backup or archival purposes.

You may transfer the Software and documentation on a permanent basis provided you retain no copies and the recipient agrees to the terms of the License Agreement. Except as provided in the License Agreement, you may not transfer, rent, lease, lend, copy, modify, translate, sublicense, time-share or electronically transmit or receive the Software, media or documentation.

You acknowledge that the Software in source code form remains a confidential trade secret of Objectif Lune and/or its suppliers and therefore you agree not to modify the Software or attempt to reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

If you have purchased an upgrade version of the Software, it constitutes a single product with the Objectif Lune software that you upgraded. You may use or transfer the upgrade version of the Software only in accordance with the License Agreement.

All Objectif Lune libraries, source code, byte code executables and other files remain Objectif Lune's exclusive property. Regardless of any modifications that you make, you may not distribute any files (particularly Objectif Lune source code and other non-executable files) except those that Objectif Lune has expressly designated as so. Nothing in the License Agreement permits you to derive the source code of files that Objectif Lune has provided to you in executable form only, or to reproduce, modify, use, or distribute the source code of such files.

SCOPE OF USE. You agree you will use the software for your own customary business or personal purposes on a single central processing unit (CPU). If you need to use the software on more than one CPU, you must purchase additional licenses. Contact Objectif Lune for the applicable royalties due and licensing terms. Please refer to the appropriate section "ADDITIONAL LICENSE TERMS" for the scope of use of "Postscript programs" or "Variable Content Documents".

On systems where the technology enables applications to be shared between two or more computers even if that application is stored on only one of the computers, you must acquire and dedicate a license for the software for each computer on which the software is used. A license for the software may not be shared or used concurrently on different computers. Contact Objectif Lune for the applicable royalties due and licensing terms.

SOFTWARE MEDIA. You may receive the software in more than one medium. Regardless of the type or size of the medium you receive, you may use only one medium that is appropriate for the computer. You may not use or install the other medium on another computer. You may not loan, rent, lease or otherwise transfer the medium to another user, except as part of the permanent transfer(as provided above)of the software.

ADDITIONAL LICENSE TERMS FOR VARIABLE CONTENT DOCUMENTS. IN INSTANCES WHERE THE SOFTWARE CAN/WILL GENERATE AND/OR CREATE AND/OR MODIFY POSTSCRIPT PROGRAMS CALLED "VARIABLE CONTENT DOCUMENTS", THE VARIABLE CONTENT DOCUMENTS GENERATED BY THE SOFTWARE ARE LICENSED ON A PER "LICENSED OUTPUT DEVICE" BASIS (INCLUDING, WITHOUT LIMITATION, PRINTERS, ADOBE ACROBAT DISTILLER, ALADDIN GHOSTSCRIPT, ETC.). This means that the Variable Content Documents generated by the software can be used by any number of people with central processing units connected to that single licensed output device as long as they use the Variable Content Documents on only that single licensed output device. If you need to use the Variable Content Documents on more than one output device, you must purchase additional licenses. In case of cluster printing systems (multiple print engines attached to a single RIP), each print engine needs to be licensed individually. Contact Objectif Lune for the applicable royalties due and licensing terms for distribution of the Variable Content Documents.

ADDITIONAL LICENSE TERMS FOR POSTSCRIPT PROGRAMS. IN INSTANCES WHERE THE SOFTWARE IS A POSTSCRIPT PROGRAM CREATED TO PERFORM CERTAIN TASKS (INCLUDING, WITHOUT LIMITATION, EMULATION OF OTHER PRINTER LANGUAGES, MODIFYING AN OUTPUT DEVICE'S BEHAVIOR, etc.) ON AN OUTPUT DEVICE (INCLUDING, WITHOUT LIMITATION, printers, Adobe Acrobat Distiller, Aladdin GhostScript, etc.), THESE PROGRAMS ARE LICENSED ON A PER "LICENSED OUTPUT DEVICE" BASIS. This means that the PostScript programs can be used by any number of people with central processing units connected to that single output device as long as they use the PostScript program on only that single licensed output device. If you need to use the PostScript program on more than one output device, you must purchase additional licenses. Contact Objectif Lune for the applicable royalties due and licensing terms for distribution of the Variable Content Documents.



OBJECTIF LUNE

TERM. This license is effective until terminated. Objectif Lune has the right to terminate your license immediately if you fail to comply with any term of this Agreement. Upon any such termination you must destroy the original and any copies of the Software, related documentation and cease all use of the trademarks.

LIMITED WARRANTY. Objectif Lune warrants that the Software, as updated and when properly used, will perform substantially in accordance with the accompanying documentation, and the Software media will be free from defects in materials and workmanship, for a period of ninety (90) days from the date of receipt.

You must report all errors and return the Software to the location where you obtained it with a copy of your receipt within such period to be eligible for warranty service.

Objectif Lune's and its suppliers' entire liability and your exclusive remedy shall be, at Objectif Lune's option, either (a) return of the price paid, or (b) repair or replacement of the Software that does not meet Objectif Lune's Limited Warranty and which is returned to Objectif Lune with a copy of your receipt.

DO NOT RETURN ANY PRODUCT UNTIL YOU HAVE CALLED THE OBJECTIF LUNE CUSTOMER SERVICE DEPARTMENT AND OBTAINED A RETURN AUTHORIZATION NUMBER

This Limited Warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside Canada, neither these remedies nor any product support services offered by Objectif Lune are available without proof of purchase from an authorized non-CANADIAN source.

OBJECTIF LUNE DOES NOT AND CAN NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR OBJECTIF LUNE'S BREACH OF WARRANTY EXPRESS OR IMPLIED AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR FITNESS FOR A PARTICULAR PURPOSE.

Some states or provinces do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. This warranty gives you specific legal rights. You may have other rights which vary from state to state or province to province. For further warranty information you may contact Objectif Lune's Customer Support Department at:

2030 Pie IX, Suite 500
Montreal (Quebec)
H1V 2C8 Canada
(514) 875-5863

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OBJECTIF LUNE 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 OBJECTIF LUNE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, OBJECTIF LUNE'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LICENSE AGREEMENT SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT OR U.S. \$25. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

HIGH RISK ACTIVITIES. The Software is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Objectif Lune and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

GENERAL PROVISIONS. This License Agreement may only be modified in writing signed by you and an authorized officer of Objectif Lune. If any provision of this License Agreement is found void or unenforceable, the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in the Limited Warranty shall remain in effect.

GOVERNING LAW. This Agreement will be governed by the laws in force in the province of Québec and parties hereby elect domicile in judicial district of Montreal, Quebec, Canada. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

U.S. GOVERNMENT RESTRICTED RIGHTS. If a Licensed Application is acquired under the terms of a proposal or agreement with the United States Government or any contractor therefor, the Licensed Application is subject to the following restricted rights notice: "This Software is commercial computer software provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. 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, FAR 52.227-17 Alternate III (g)(3), or subparagraphs (c)(1) and (2) of the Commercial Computer Software -- Restricted Rights at 48 CFR 52.227-19, as applicable, and their successor provisions. Contractor/Manufacturer is Objectif Lune Inc., Montreal, Quebec, Canada H1V 2C8."