FIERY SOFTWARE END USER LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE AGREEMENT") CAREFULLY. THIS LICENSE AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND FIERY, LLC ("FIERY") REGARDING THE FIERY SOFTWARE ("SOFTWARE"). YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. BY CLICKING TO ACKNOWLEDGE YOUR AGREEMENT DURING REVIEW OF AN ELECTRONIC VERSION OF THIS LICENSE AGREEMENT OR BY INSTALLING, COPYING OR BY OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THIS LICENSE AGREEMENT. THIS LICENSE AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY (E.G., SYSTEM INTEGRATOR, CONSULTANT OR CONTRACTOR) THAT INSTALLS OR USES THE SOFTWARE ON YOUR BEHALF. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR OTHERWISE USE THE SOFTWARE, AND RETURN THE SOFTWARE TO YOUR PLACE OF PURCHASE FOR A FULL REFUND IN ACCORDANCE WITH ITS REFUND POLICIES.

NOTICE TO PARTIES THAT ACT AS AN AGENT OF AN END USER OR OTHERWISE DO NOT INTEND TO BE END USERS OF THE SOFTWARE: IF YOU CLICK TO ACCEPT AN ELECTRONIC VERSION OF THIS AGREEMENT, OR INSTALL, COPY OR OTHERWISE USE THE SOFTWARE AS AN AGENT ACTING ON BEHALF OF THE INTENDED LICENSEE, THEN YOU WILL BE DEEMED TO BE THE USER OF THE SOFTWARE AND BOUND BY THE TERMS OF THIS AGREEMENT UNLESS YOU (I) DELIVER THE TANGIBLE MEDIA CONTAINING THE SOFTWARE AND THIS LICENSE AGREEMENT TO THE LICENSEE PRIOR TO PROVIDING THE LICENSEE ACCESS TO THE SOFTWARE, AND (II) REMOVE AND DESTROY ANY COPIES OF THE SOFTWARE IN YOUR POSSESSION.

IF YOU HAVE EXECUTED A SEPARATE SIGNED WRITTEN AGREEMENT WITH FIERY FOR THE SOFTWARE, IN THE EVENT OF ANY CONFLICTING TERMS AND CONDITIONS BETWEEN SUCH WRITTEN AGREEMENT AND THIS LICENSE AGREEMENT, THE TERMS AND CONDITIONS OF THE WRITTEN AGREEMENT SHALL CONTROL.

License

FIERY grants you a limited, non-exclusive license to use the Software solely in accordance with the terms and conditions of this License Agreement, solely as specified in the FIERY product documentation, and solely with the product(s) specified in the FIERY product documentation ("Product(s)"). Some third-party materials distributed with the Software may be subject to other terms and conditions, which are typically found in a separate license agreement or "Read Me" file located near such third party materials.

The term "Software" as used in this License Agreement shall mean the FIERY software (including software provided by third party suppliers) and all documentation, downloads, on-line materials, bug fixes, patches, releases, release notes, updates, upgrades, technical support materials, and information regarding the FIERY software. The terms and conditions of this License Agreement shall apply to and govern your use of all such items; however FIERY may provide other written terms with an update, release or upgrade.

The Software is licensed, not sold. You may use the Software solely for the purposes described in the FIERY product documentation. You may not rent, lease, sublicense, lend, or otherwise distribute the Software or use the Software in any time sharing, service bureau, or similar arrangement. Certain Software may only be installed at a single, physical location and any relocation of such Software will require FIERY's written consent.

You may not make or have made, or permit to be made, any copies of the Software or portions thereof, except one (1) backup or archive copy for the purposes permitted in this License Agreement; provided, however, that under no circumstances may you make or have made, or permit to be made, any copies of any portion of the Software that is included on any portion of the controller board or hardware of a product. Any copies of the Software that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software.

FIERY may occasionally verify the number of copies and configurations, and/or the physical location of Software in use by you. Any such verification shall be conducted during normal business hours and in such a manner as not to unreasonably interfere with your normal business activities. In the event such verification discloses an underpayment of fees, you shall promptly pay such underpaid fees to FIERY in accordance with FIERY's then-current price list. You agree not to localize, translate, disassemble, decompile, decrypt, reverse engineer, unbundle, repackage, discover the source code of, modify, create derivative works of, or in any way change any part of the Software.

As between you and FIERY, you assume all risk and are solely responsible for any and all liability resulting from your use of the Software in a way that violates (or that produces content that violates) any law or the rights of others including, without limitation, laws concerning copyright infringement or privacy.

Intellectual Property Rights

You acknowledge and agree that all rights, title, and interest, including all intellectual property rights, in and relating to the Software, all FIERY Products, and all copies, modifications, and derivative works thereof, are solely owned by and shall remain with FIERY and its suppliers. Except for the express limited license granted in this License Agreement, no right or license of any kind is granted. You receive no rights or license under any patents, copyrights, trade secrets, trademarks (whether registered or unregistered), or other intellectual property. You agree not to adopt, register, or attempt to register any FIERY trademark or trade name or any confusingly similar mark, URL, internet domain name, or symbol as your own name or the name of your affiliates or products, and agree not to take any other action which impairs or reduces the trademark rights of FIERY or its suppliers.

Excluded License

Notwithstanding anything to the contrary, you are not licensed to (and you agree that you will not) integrate or use the Software in any manner that would cause the Software in whole or in part to become subject to any of the terms of an Excluded License. "Excluded License" means any license that requires as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

Updates

If the Software is an upgrade or update to a previous version of the Software, you must possess a valid license to such previous version in order to use such upgrade or update. All upgrades and updates are provided to you on a license exchange basis. You agree that by using an upgrade or update you voluntarily terminate your right to use any previous version of the Software. As an exception, you may continue to use previous versions of the Software after you use the upgrade or update only to assist you in the transition to the upgrade or update, provided that the upgrade or update and the previous versions are installed on the same device. Upgrades and updates may be licensed to you by FIERY with additional or different terms.

Confidentiality

The Software, including its structure, organization and code, constitutes valuable trade secrets and confidential, proprietary information of FIERY and its suppliers and you may not distribute or disclose the Software.

Termination

Unauthorized use, copying, or disclosure of the Software, or any breach of this License Agreement will result in automatic termination of this license and will make available to FIERY other legal remedies. In the event of termination, you must destroy all copies of the Software and all component parts thereof. All provisions of this License Agreement relating to confidentiality of the Software, disclaimers of warranties, limitation of liability, remedies, damages, governing law, jurisdiction, venue, FIERY's intellectual property rights and Adobe Software shall survive any termination of this license.

If the Software contains a License Key, upon termination, FIERY may immediately and without notice, execute the License Key, defined as a programming code, intentionally inserted into the Software, which if executed, renders the Software or portions thereof inoperable.

YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE MAY CONTAIN A LICENSE KEY AND THAT EXECUTION OF SUCH LICENSE KEY SHALL RENDER THE SOFTWARE OR A PORTION THEREOF INOPERABLE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE LICENSE KEY IS NOT A VIRUS AND THAT IN THE EVENT THAT THE LICENSE KEY IS EXECUTED DUE TO YOUR BREACH, YOU MAY BE OBLIGATED TO PAY FIERY'S THEN CURRENT FEE TO REACTIVATE THE SOFTWARE, PLUS ANY OTHER APPLICABLE FEES, INCLUDING LICENSE FEES.

Limited Warranty and Disclaimer

FIERY warrants that the Software, if used as specified in the FIERY product documentation, will perform substantially in accordance with the FIERY product documentation for a period of ninety (90) days from the date of receipt when used on the recommended operating system, platform and hardware configuration. All warranty claims must be made, along with proof of purchase, within such ninety (90) day period. FIERY makes no warranty or representation that the Software will meet your specific requirements, that the operation of the Software will be uninterrupted, secure, fault-tolerant, or error free, or that all defects in the Software will be corrected. FIERY makes no warranty, implied or otherwise, regarding the performance or reliability of any other Products or services or any third party products (software or hardware) or services. THE INSTALLATION OF ANY THIRD PARTY PRODUCTS OTHER THAN AS AUTHORIZED BY FIERY WILL VOID THIS WARRANTY. USE, MODIFICATION, AND/OR REPAIR OF THE SOFTWARE OR AN FIERY PRODUCT OTHER THAN AS AUTHORIZED BY FIERY WILL VOID THIS WARRANTY. FURTHER, THIS LIMITED WARRANTY IS VOID IF A PROBLEM WITH THE SOFTWARE ARISES FROM ACCIDENT, ABUSE, MISAPPLICATION, ABNORMAL USE, VIRUS, WORM, OR SIMILAR CIRCUMSTANCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE ("LIMITED WARRANTY"), FIERY MAKES AND YOU RECEIVE NO REPRESENTATIONS OR WARRANTIES RELATING TO THE SOFTWARE, ANY PRODUCT AND/OR ANY SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION. FIERY AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, REPRESENTATIONS, AND CONDITIONS, INCLUDING THOSE OF SECURITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. THERE IS NO WARRANTY OR REPRESENTATION THAT THE OPERATION OF THE SOFTWARE AND/OR ANY PRODUCT WILL BE UNINTERRUPTED, FAULT-TOLERANT, SECURE, OR ERROR-FREE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY, AND THE ENTIRE LIABILITY OF FIERY AND ITS SUPPLIERS, RELATING TO ANY AND ALL SOFTWARE, PRODUCTS, SERVICES, AND/OR APPLICABLE WARRANTIES SHALL BE, AT FIERY'S OPTION, (1) TO REPAIR OR REPLACE THE SOFTWARE THAT DOES NOT MEET THE LIMITED WARRANTY; OR (2) PROVIDE A REFUND OF THE PRICE PAID (IF ANY) FOR THE SOFTWARE THAT DOES NOT MEET THE LIMITED WARRANTY. EXCEPT AS PROVIDED IN THIS SECTION, FIERY AND ITS SUPPLIERS SHALL PROVIDE NO REFUNDS, RETURNS, EXCHANGES, OR REPLACEMENTS.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT THE ENTIRE LIABILITY OF FIERY AND ITS SUPPLIERS FOR ALL CLAIMS RELATED TO ANY SOFTWARE, PRODUCT, SERVICES, AND/OR THIS LICENSE AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, UNDER STATUTE, OR OTHERWISE), SHALL BE LIMITED TO THE AMOUNT PAID BY YOU, IF ANY, FOR THE FIERY SOFTWARE. YOU AGREE THAT SUCH AMOUNT IS SUFFICIENT TO SATISFY THE ESSENTIAL PURPOSE OF THIS LICENSE AGREEMENT AND THAT SUCH A LIABILITY IS A FAIR AND REASONABLE ESTIMATE OF ANY LOSS AND DAMAGE LIKELY TO BE SUFFERED IN THE EVENT OF ANY WRONGFUL ACT OR OMISSION BY FIERY AND/OR ITS SUPPLIERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FIERY AND ITS SUPPLIERS BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE, PRODUCTS OR SERVICES, LOST PROFITS OR DATA, THIRD PARTY CLAIMS, OR ANY SPECIAL, INDIRECT, RELIANCE, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, RELATED TO ANY SOFTWARE, PRODUCT, SERVICES AND/ OR THIS LICENSE AGREEMENT. THIS LIMITATION SHALL APPLY EVEN IF FIERY AND ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE PRICE OF THE FIERY SOFTWARE REFLECTS THIS ALLOCATION OF RISK. YOU ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY AND DISCLAIMERS FORM AN ESSENTIAL ELEMENT OF THIS LICENSE AGREEMENT, WITHOUT WHICH FIERY WOULD NOT HAVE LICENSED THE FIERY SOFTWARE TO YOU. BECAUSE SOME JURISDICTIONS DO NOT ALLOW SOME OR ALL OF THE EXCLUSIONS AND/OR LIMITATIONS OF LIABILITY HEREIN, SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

Export Restrictions

The Software and FIERY Products are subject to the export laws and regulations of the United States, including the United States Export Administration Regulations. The license granted to you herein is conditioned upon your compliance with all applicable export laws and regulations, including the export laws and regulations of the United States. You represent and agree that you will not use, disclose, distribute, transfer, export, or re-export any portion of the Software or any FIERY Product in any form in violation of any applicable export laws and regulations, including the export laws and regulations of the United States. In addition, if the Software is identified as an export controlled item under the applicable export laws and regulations, you represent and warrant that you are not a citizen of, or located within, an embargoed or otherwise restricted nation and that you are not otherwise prohibited under such laws and regulations from receiving the Software.

Adobe Software

The Software may contain the following Adobe Systems Incorporated ("Adobe") materials: (a) software included as part of the printing system, including PostScript® software, Font Programs (digitally-encoded machine-readable outline data encoded in special format and in encrypted form used to produce various typefaces) and other Adobe software (collectively, "Printing Software"), and (b) other software which runs on a computer system for use in conjunction with the Printing Software ("Host Software"). The following terms are applicable to the materials provided by Adobe:

- **1. Printing Software.** You may use the Printing Software (in object code form only) (i) on a single output device that contains an embedded controller; OR (ii) for Printing Software residing on a host computer, on up to the authorized number of central processing units ("CPUs") for which you are licensed, for imaging to the licensed output device(s), solely for your own internal business purposes. You may not change the name of any driver software file or driver software icon without consent of FIERY. You may use Roman character Font Programs and Adobe Type Manager® to reproduce weights, styles, and versions of letters, numerals, characters and symbols ("Typefaces") on up to five (5) computers for use with the Printing Software.
- **2. Host Software.** You may install the Host Software in a single location on a hard disk or other storage device on one (or the authorized number of) computer(s) for which you are licensed ("Permitted No. of Computers"), and, provided that the Host Software is configured for network use, install and use the Host Software on a single file server for use on a single local area network for either (but not both) of the following purposes: (i) permanent installation onto a hard disk or other storage device on the Permitted No. of Computers; or (ii) use of the Host Software over such network, provided the use of the Host Software does not exceed the Permitted No. of Computers. You may make one backup copy of the Host Software (which shall not be installed or used).

You are hereby notified that Adobe Systems Incorporated, a Delaware corporation located at 345 Park Avenue, San Jose, CA 95110-2704 ("Adobe") is a third-party beneficiary to this License Agreement to the extent that this License Agreement contains provisions which relate to your use of any software, font programs, typefaces, and/or trademarks licensed or supplied by Adobe. Such provisions are made expressly for the benefit of Adobe and are enforceable by Adobe in addition to FIERY. ADOBE WILL HAVE NO LIABILITY WHATSOEVER TO YOU FOR ANY ADOBE SOFTWARE OR TECHNOLOGY LICENSED HEREUNDER.

Oracle Software

The Software may contain software products owned or distributed by Oracle in which case the following provisions are applicable:

(a). The term "Software" as used in this License Agreement may include certain software products provided by FIERY that are owned or distributed by Oracle USA, Inc. ("Oracle") and related program documentation (the "Oracle Programs"), FIERY does not own the Oracle Programs and the use thereof is subject to certain rights and limitations. The Oracle Programs that may be included herein are subject to a restricted use license and can only be used in conjunction with the Software. Oracle or its licensors retain all ownership of intellectual property rights to the Oracle Programs. You are hereby notified that Oracle is a supplier of FIERY and a third-party beneficiary to this License Agreement to the extent that this License Agreement contains provisions which relate to your use of the Oracle Programs. Such provisions are made expressly for the benefit of Oracle and are enforceable by Oracle in addition to FIERY.

- (b). You acknowledge and agree that you are prohibited from (i) publishing any results of benchmark tests run on the Oracle Programs, (ii) using the Oracle Programs for rental, timesharing, subscription service, hosting, or outsourcing, and (iii) removing or modifying any program markings or notice of Oracle's or Oracle's licensors' proprietary rights.
- (c). To the extent not prohibited by law, in no event will Oracle be liable for (i) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (ii) any loss of profits, revenue, data or data use, arising from the use of the Oracle Programs.
- (d). You hereby permit FIERY to (i) report any audit/verification results to Oracle to the extent such results are related to the Oracle Programs, and/or (ii) assign such rights to audit/verify your use of the Oracle Programs to Oracle.
- (e). You are hereby notified that some Oracle Programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this License Agreement.
- (f). The Computer Information Transactions Act shall not apply to this License Agreement.
- (g). You acknowledge and agree that in the event a third party technology may be appropriate or necessary for use with some Oracle Programs, it shall be specified in the Software package documentation or as otherwise noted, and such third party technology is licensed to you only for use with the Software under the terms of the third party license agreement specified in the Software package documentation or as otherwise noted, and not under the terms of this License Agreement.
- (h). You acknowledge and agree that if the Software contains Oracle Programs you are prohibited from assigning, giving, or transferring the Software to another individual or entity, provided that you may temporarily transfer the Software to another individual or entity in the event of a computer malfunction.

Consent to Use of Data

You acknowledge and agree that FIERY may collect and use technical data and related information as part of product support services related to the Software. Subject to FIERY's thencurrent privacy policy (available at https://www.fiery.com/legal/privacy/) and applicable laws and regulations, you agree that FIERY may: (i) use this information to improve its products, to provide customized services or technologies to you, or to confirm authorized use; (ii) transfer this information to its affiliates, agents and partners; and (iii) transfer this information to the United States and/or any other country where FIERY and its affiliates, agents and partners maintain facilities.

U.S. Government Restricted Rights

Use, duplication, or disclosure of the Software by the United States Government is subject to restrictions as set forth in FAR 12.212 or DFARS 227.7202-3 -227.7202-4 and, to the extent required under U.S. federal law, the minimum restricted rights as set out in FAR 52.227-14, Restricted Rights Notice (June 1987) Alternate III(g)(3) (June 1987) or FAR 52.227-19 (June 1987). To the extent any technical data is provided pursuant to the Agreement, such data is protected per FAR 12.211 and DFARS 227.7102-2 and to the extent explicitly required by the U.S. Government, is subject to limited rights as set out in DFARS 252.227.7015 (November 1995) and DFARS 252.227-7037 (September 1999). In the event that any of the above referenced agency regulations are modified or superseded, the subsequent equivalent regulation shall apply. The name of the Contractor is Fiery, LLC.

Governing Law and Jurisdiction

The rights and obligations of the parties related to this License Agreement will be governed in all respects by the laws of the State of California exclusively, as such laws apply to contracts between California residents performed entirely within California. The United Nations Convention on Contracts for the International Sale of Goods and any other similar convention does not apply to this License Agreement. For all disputes related to the Software, Products, services, and/or this License Agreement, you consent to the exclusive personal jurisdiction and venue of the state courts in San Mateo County, California and the federal court for the Northern District of California.

Compliance with Laws

You may only use the Software in compliance with all applicable laws and regulations. Upon written notice to you, FIERY may modify or suspend your use of or Access to the Software as necessary to comply with any law or regulation. Both parties acknowledge their responsibilities and commitments to abide by and comply with international anti-corruption laws, including but not limited to the United States Foreign Corrupt Practices Act and the United Kingdom Anti-Bribery Act, and any amendments and regulations relating to those laws, in addition to each of our own ethical guidelines. Specifically, for example, no employee, or any individual or entity acting on behalf of or for the benefit of either FIERY or Customer, shall give or receive anything of value, or anything that may be perceived as valuable, to or from a government official or any other individual for the purpose of influencing any act, securing any improper advantage, or obtaining or retaining business.

General

With respect to the subject matter or any term of this Agreement: (a) this Agreement constitutes the entire understanding of the parties; (b) this Agreement supersedes all prior and contemporaneous communications and understandings (including but not limited to discussions, representations, warranties, inducements, promises, and agreements); (c) there are no such communications or understandings not explicitly contained herein; (d) neither party has relied on any such communications or understandings except as explicitly contained in this Agreement; and (e) any waiver, modification, or amendment shall be effective only if in a writing signed by the parties, where email shall not constitute such a signed writing. If any provision of the License Agreement is held invalid, such provision shall be deemed modified to

the extent necessary to be enforceable and the other provisions in this License Agreement shall continue in full force and effect. FIERY is a registered trademark of Fiery, LLC in the U.S. Patent and Trademark Office and/or certain other foreign jurisdictions.

If you have any questions, see the FIERY web site at www.fiery.com.

Fiery, LLC 6453 Kaiser Drive Fremont, CA 94555 USA

Copyright © 2004-2025. Fiery, LLC. All rights reserved.