

KWIKTAG LICENSE AGREEMENT

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Version Dated 2/7/2012

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a. *KwikTag Appliance*. The term "KwikTag Appliance" shall mean: i) any combination of KwikTag Software and hardware provided by Licensor ("KwikTag Hardware") as an integrated unit for use by Licensee in various document management and workflow applications in conjunction with a KwikTag System; or ii) KwikTag Software provided by Licensor for use by Licensee in conjunction with additional third party software and third party hardware provided or acquired by Licensee ("Licensee Hardware") to form an integrated unit for use by Licensee in various document management and workflow applications in conjunction with a KwikTag System.

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c. *KwikTag System*. The term "KwikTag System" shall mean a specific combination of the KwikTag Software licensed for use in conjunction with a number of users, capture devices, and other applications as set forth in a valid paid invoice. One or more KwikTag Appliances may also be included in the KwikTag System. The term KwikTag System shall also

include the associated documentation such as user manuals, system administration manuals, training programs and other related materials.

d. *Warranty Period*. The term "Warranty Period" shall mean a period of ninety (90) days commencing upon any delivery to Licensee of the KwikTag System or first use of the KwikTag System by Licensee, whichever comes first.

2. License

a. *Grant of License*. Pursuant to the terms and conditions of this License Agreement, Licensor hereby grants to Licensee a nonexclusive license to use the KwikTag Software in conjunction with one or more KwikTag Systems only. All third party software installed on a KwikTag Appliance by Licensor is provided in compliance with the appropriate third party license agreement. Licensee is solely responsible for compliance with any and all additional third party software licensing requirements (e.g. Client Access Licenses, etc.).

b. *Test/Development License*. A KwikTag System designated, at the time of ordering or installation, as a "Test System" or "Development System" shall be licensed for non-production use only and no named users shall be licensed to process any operational data on a Test/Development System.

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4. Warranty

a. *Scope of Warranty.* Licensor warrants to Licensee that during the Warranty Period, the KwikTag System will substantially comply with the specifications set forth in the associated documentation.

b. *Maintenance.* Licensor shall provide support and maintenance for the KwikTag System pursuant to the terms of the KwikTag Maintenance Agreement, to the extent that Licensee has entered into such an agreement. Any alterations, modifications, or deletions made to the KwikTag Software, KwikTag Appliance, or

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a. *Effective Date.* This License Agreement and the license granted hereunder shall take effect on the date that Licensee first installs or begins use of the KwikTag Software, KwikTag Appliance, or KwikTag System.

b. *Termination.* Licensor may terminate this License Agreement upon any material breach of the terms and conditions of this License Agreement by Licensee, including failure by Licensee to make any payments due to Licensor for Licensee's use of the KwikTag Software. Licensee may terminate this License Agreement by discontinuing use of the KwikTag System and uninstalling any KwikTag Software, including any client side software.

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8. General Provisions

a. *Complete Agreement.* The Parties agree that this License Agreement is the complete and exclusive statement of the agreement between the Parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the Parties relating to the subject matter of this License Agreement.

b. *Amendment.* This License Agreement may not be modified, altered or amended except by written instrument, duly executed by both Parties.

c. *Waiver.* Any waiver, either expressed or implied, by either Party of any default by the other in the observance and performance of any of the conditions and/or covenants of duties set forth herein shall not constitute or be construed as a waiver of any subsequent or other default.

d. *Severability.* Except as otherwise set forth in this License Agreement, the provisions of this License Agreement are severable, and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby and shall nevertheless be binding between the Parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be modified and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law.

e. *Governing Law.* This License Agreement shall be subject to and governed in all respects by the statutes and laws of the State of Arizona without regard to the conflicts of laws principles thereof. Courts of competent jurisdiction within the state of Arizona shall have exclusive jurisdiction and venue over all controversies in connection herewith, and each Party hereby consents to such exclusive and personal jurisdiction and venue.

f. *Headings.* The headings to the Sections and Subsections of this License Agreement are included merely for convenience of reference and shall not affect the meaning of the language included therein.

g. *Independent Contractors.* No joint venture, partnership, employment, or agency relationship exists between you and ImageTag as a result of this agreement or use of the System.

h. *No Waiver.* The failure of ImageTag to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by ImageTag in writing.

9. Notice

ImageTag may give notice by means of a general notice on the Service, electronic mail to your e-mail address, or by written communication sent by first class mail or pre-paid post to your address on record. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by e-mail). You may give notice to ImageTag (such notice shall be deemed given when received by ImageTag) at any time by any of the following: letter sent by confirmed facsimile to ImageTag at the following fax number: (480) 477-3814; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to ImageTag, Inc. at 1400 E. Southern Avenue, Suite 800, Tempe, AZ 85282, addressed to the attention of Chief Financial Officer.

10. Questions or Additional Information

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@ImageTag.com