

## **X-RITE COLORMUNKI SOFTWARE LICENSE AGREEMENT**

**IMPORTANT – THIS IS A LEGAL AGREEMENT BETWEEN YOU AND X-RITE, INCORPORATED.**

**BY LOADING OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, THEN X-RITE IS UNWILLING TO GRANT YOU A LICENSE TO USE THE SOFTWARE, AND YOU MAY NOT USE THE SOFTWARE. PROMPTLY UNINSTALL THE SOFTWARE FROM ANY AND ALL COMPUTERS AND, IF YOU PURCHASED THIS SOFTWARE PRODUCT, PROMPTLY RETURN THE SOFTWARE AND THE ACCOMPANYING ITEMS (INCLUDING WRITTEN MATERIALS AND BINDERS OR OTHER CONTAINERS) TO THE PLACE YOU OBTAINED THEM FOR A REFUND.**

### **DEFINITIONS**

In this Agreement, the term "Software" means X-Rite Software provided to you, including associated user documentation, in electronic, digital, or printed form. The term "You" or "you" means the company, entity or individual who is acquiring the license to use the Software under this Agreement.

### **SOFTWARE LICENSE**

**Grant.** Subject to the terms and condition of this Agreement, X-Rite hereby grants to You a limited, nonexclusive license to use the Software, in object code format only, solely in connection with Your own business operations and on the terms and conditions set forth in this Agreement. You may install and use the Software on any number of computers owned by You. Additional installations and uses are prohibited unless otherwise authorized by X-Rite in a separate written document issued by X-Rite to You.

**Copies.** You may make one copy of the Software and documentation for nonproductive, back-up, archival and testing purposes provided that X-Rite's copyright and other proprietary legends are reproduced on each copy. The copy made by You shall be the property of X-Rite. You may not copy the written materials accompanying the Software, and you may not remove the labels or proprietary legends from the Software or its documentation.

**Restrictions.** In addition to other restrictions set forth in this Agreement, You may not (a) use, copy, modify or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription or merged portion thereof except as expressly authorized under this Agreement; (b) use the Software for the benefit of third parties in a commercial, retail, service bureau or similar enterprise, except as permitted under this Agreement; (c) reverse assemble, reverse compile or decompile the Software or otherwise examine the Software for purposes of reverse engineering; or (d) distribute any serial number supplied to you by X-Rite, except as a permanent transfer of single copy of the Software in its registered, fully functional mode to one new owner, as provided in this Agreement.

**Copies – Demo Software.** If the Software is a demonstration version of X-Rite software ("Demo Software"), then you may copy and distribute verbatim copies of the Demo Software as you receive it, solely for purposes of demonstration and

evaluation, provided that you (i) conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; (ii) keep intact all the notices that refer to this Agreement and to the absence of any warranty; (iii) distribute the Demo Software's installer complete with all of its support and documentation files; and (iv) give any recipient of the Demo Software a copy of this Agreement.

Conversion of Demo Software. If the Software is Demo Software, then You may, by contacting X-Rite and paying a licensing fee, obtain a serial number and authorization to convert the Demo Software to a registered, fully functional version.

Conversion of Demo Software by any other means violates the terms of this Agreement. Additional licenses to use the Software by additional concurrent users in its registered, fully functional mode may also be obtained from X-Rite.

Title. X-Rite reserves all rights not expressly granted to You hereunder. You understand that the license granted herein transfers neither title nor proprietary rights to You with respect to the Software.

Audit. X-Rite shall have the right, at any time, to audit Your use of the Software to monitor compliance with this Agreement. If the audit is conducted on Your premises, X-Rite shall give You at least ten (10) days' prior written notice and such audit shall be conducted during Your normal business hours.

Disabling Devices. YOU ACKNOWLEDGE THAT THE SOFTWARE MAY CONTAIN SOFTWARE PROCEDURES OR OTHER MECHANISMS THAT ENFORCE USE RESTRICTIONS AND THAT MAY DISABLE FUNCTIONALITY OF THE SOFTWARE AND PREVENT ACCESS TO DATA USING THE SOFTWARE AT THE END OF ANY EVALUATION PERIOD, IF APPLICABLE, OR UPON VIOLATION OF THE TERMS OF THIS AGREEMENT.

## **UPGRADES**

If the Software is an upgrade of an X-Rite product, then You now may use that upgraded product only in accordance with this Agreement. If the Software is an upgrade of a component of a package of Software programs that You licensed as a single product, then the Software may be used and transferred only as part of that single product package and may not be separated for use on more than one computer. You may not loan, rent, lease, or otherwise transfer the original non-upgraded product to another user, except as part of the permanent transfer (as provided above in "Transfer") of the Software.

## **PROFILE USE**

Defined. For purposes of this Agreement, the term "Profile" means the data stored in look-up tables for characterizing various input, display, and output devices.

Profiles are used for providing transformations between well-defined color metrics and for device characterization and calibration.

General. If the Software creates Profiles, then the license to use the Software shall include a nonexclusive license to use the Profiles, subject to the additional restrictions below.

Restrictions.

(a) You may use each Profile only for the specific display, input or output device owned by you, for which the device Profile was created;

(b) A Profile may be shared with third parties for proofing purposes, provided that the Profile (i) is embedded within an image or publication; or (ii) sent to a service provider along with an image or publication for use exclusively with that image or publication;

(c) You may provide a Profile to a third party for personal use by such third party only on a specific display, input or output device owned by the third party for which the device Profile was created as part of Your commercial profiling service to such third party. It is clarified that You may not provide Profiles to any third party for distribution with such third party's display, input or output device.

(d) Except as expressly permitted in this Agreement, You may not Yourself or through any other person, do any of the following: (i) sell, license, sublicense, lease, rent, lend, disclose, permit access to, or transfer to any third party, whether for profit or without charge, any Profile; (ii) allow any third party to use a Profile; or (iii) distribute to any third party a Profile in any way or form, whether by networks, electronic bulletin boards, web sites or otherwise. X-Rite may permit certain distribution rights under a separate written distribution agreement.

#### **MULTIPLE ENVIRONMENT SOFTWARE**

If the Software contains, or, in connection with the acquisition of the Software contained in this package You receive, two or more operating environment versions of the Software (e.g., Macintosh® and Windows®) two or more language translation versions of the Software, the same Software on two or more media (e.g., diskettes and a CD-ROM), and/or You otherwise receive two or more copies of the Software, then the total number of concurrent users of all versions of the Software may not exceed the number of concurrent users allowed under the license. You may not rent, lease, sublicense, lend or transfer versions or copies of the Software You do not use, or Software contained on any unused media, except as part of the permanent transfer of all Software and documentation, further described below.

#### **LIMITED WARRANTY**

Provided that you received the Software from X-Rite directly, X-Rite warrants, for Your benefit alone, that the Software (excluding Demo Software) will operate in substantial conformance with its then-current documentation for a period of ninety (90) days after receipt. X-Rite's sole obligation to You, and Your exclusive remedy for breach of this warranty, is to correct or replace, at no charge, any nonconformity of which it receives notice during the warranty period and which Software is returned to X-Rite with a copy of Your receipt. This limited warranty is expressly conditioned on Your compliance with the operating procedures set forth in the Software documentation. X-Rite shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Software if You have made any changes to, misused, or damaged the Software. Outside the United States, these remedies are not available without proof of purchase from an authorized non-U.S. source.

ALL DEMO SOFTWARE IS PROVIDED TO YOU "AS-IS," WITHOUT ANY WARRANTIES.

#### **DISCLAIMER**

EXCEPT FOR THE LIMITED WARRANTY ABOVE, X-RITE DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO,

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE, THE ASSOCIATED DOCUMENTATION, AND ANY ACCOMPANYING HARDWARE.

#### **NO LIABILITY FOR CONSEQUENTIAL DAMAGES**

IN NO EVENT SHALL X-RITE OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL,

INDIRECT AND CONSEQUENTIAL DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF X-RITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, X-RITE'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE. BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### **TRANSFER/LIMITATIONS**

This Agreement is your proof of license to exercise the rights granted herein and must be retained by You. You may transfer the Software and accompanying written materials on a permanent basis, provided that You retain no copies and the recipient agrees to the terms of this License Agreement. If the Software is an update or has been updated, any transfer must include the most recent update and all prior versions. Warranty and other service entitlements are not transferable. The recipient has no rights to demand these actions of X-Rite or X-Rite's designated service facilities.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee, but only with express prior written permission of X-Rite. You may not impose any further restrictions on the recipients' exercise of the rights granted herein.

#### **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between You and X-Rite with respect to the Software and supersedes all prior agreements and understandings, oral or written, with respect to such software.

#### **U.S. GOVERNMENT RESTRICTED RIGHTS.**

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) and (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable.

If you acquired this product in the United States, then this Agreement is governed by the laws of the State of Michigan.

Should you have any questions concerning this Agreement, please contact:

X-Rite, Incorporated - 4300 44th Street, S.E. – Grand Rapids, MI 49512 - Phone  
(616) 803-2100 - Fax (616) 803-2513