

## Single-User Software Licence Agreement

This licence agreement sets forth the terms and conditions of the licence and the limited warranty for the QuarkImmedia Viewer (THE "VIEWER"). By clicking on the "accept" button at the conclusion of this agreement, you are consenting to be bound by this agreement. If you do not agree to all of the terms of this agreement, click the "do not accept" button and the installation process will not continue.

1. **LICENCE GRANT:** Any party having a copy of the VIEWER or who downloads, installs, or otherwise uses the VIEWER (the "USER") does not receive title to the VIEWER. The USER is granted a nonexclusive licence to use the VIEWER subject to the restrictions and terms set forth in this Licence Agreement. The VIEWER must be copied in its entirety and must remain in its original state. The USER may then use the VIEWER without charge and make unlimited copies of the VIEWER. The USER may freely distribute and transmit the VIEWER provided that it includes all notices and markings, including copyright, trademark and other proprietary notices, as in the original. Quark Media House B.V. is not abandoning any rights or title to the VIEWER by allowing its free use, reproduction and distribution. The USER may not modify, translate, reverse engineer, disassemble, or decompile the VIEWER or accompanying documentation except as permitted under applicable law. The USER may not rent, lease, sublicense or commercially distribute the VIEWER in any way.
2. **TERMINATION:** Any failure to comply with the terms and conditions of this Licence Agreement shall result in automatic termination of this Licence Agreement. Quark Media House B.V. reserves the right to modify or terminate this Agreement at any time. Upon termination of this license for any reason, the USER must destroy all copies of the VIEWER.
3. **COMMUNICATION OF LICENCE AGREEMENT:** The customer agrees to communicate the terms and restrictions contained in this Licence Agreement to all persons under his or her employment, direction, or control.
4. **GENERAL PROVISIONS:** The VIEWER and any related documentation is provided "AS IS" and without warranty of any kind. Quark Media House B.V. and companies under common control with Quark Media House B.V. (the "Quark Companies") specifically do not warrant that the VIEWER will operate uninterrupted or error-free. THE QUARK COMPANIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow limitations on implied warranties, so the above limitation may not apply to particular USERS.
5. **VIEWER UPDATES:** At Quark Media House B.V.'s sole discretion, Quark Media House B.V. may provide the USER with updates to the VIEWER. Quark Media House B.V. retains the right to provide the updates for a fee. The USER may refuse to accept the updates. The terms and conditions of this Licence Agreement apply to any and all updates unless stated otherwise by Quark Media House B.V.
6. **USER RESPONSIBILITY FOR SELECTION OF THE VIEWER:** The USER is solely responsible for selection of the VIEWER to achieve the USER's intended results or for particular applications.
7. **LIMITATION OF LIABILITY:** Regardless of whether any remedy fails of its essential purpose, in no event shall the Quark Companies be liable to a USER for any special, indirect, incidental, or consequential damages arising from the use of the VIEWER or accompanying documentation however caused and on any theory of liability. In any event, the Quark Companies liability relating to the VIEWER shall be limited to \$500. These limitations will apply even if Quark Media House B.V. or an authorized dealer has been advised of such possible damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitation or exclusion included in this Licence Agreement may not apply to particular USERS.
8. **SEVERABILITY:** If any provision of this License and Limited Warranty Agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions.
9. **GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed by the laws of the

*Netherlands. The district courts of Amsterdam in the Netherlands shall have sole and exclusive jurisdiction and venue over any dispute arising out of this Agreement and USER's use of the VIEWER, without prejudice to the right of Quark Media House B.V. to initiate legal proceedings in the courts of the country where USER is established or where USER has a center of business activities. Any costs which Quark Media House B.V. has to incur in or out of court, should Quark Media House B.V. become involved in legal proceedings or disputes with the USER, shall be for the USER's account.*

*10. EXPORT: USER agrees not to export, to transmit, directly or indirectly, any technical data or products received except in full compliance with all U.S. and other applicable laws and regulations. In particular, but without limitation, none of the technical data or products may be exported, re-exported or transmitted (i) into (or to a national or resident of) Iran, Syria or the "group S or Z countries" as defined in the U.S. Export Administration Regulations or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.*

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