

# Support Center Services LLC

## END USER LICENSE AGREEMENT

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### 1. SOFTWARE PROVIDER

Support Center Services LLC (“SCS”) is the owner and developer of the suite of software products and services defined below.

### 2. SOFTWARE PRODUCT

All software products designed, developed and owned by SCS (collectively “SOFTWARE PRODUCT” or “SOFTWARE”), including, but not limited to, CSI, Connect, Connect 2000, ConnectCMS, ConnectMail, ConnectMail Pro, ConnectFTP, WebConnect, QwikQuote and QwikTrack, as well as all upgrades and customizations, add-on modules, and related, associated, or complimentary software products, services, printed material and media designed, developed and owned or provided by SCS that may not be specifically listed in this Agreement.

### 3. PRODUCT DESCRIPTION

Courier management system and associated software products and services.

### 4. IMPORTANT – READ CAREFULLY

This End User License Agreement (“EULA”) is a legal agreement between you (either an individual or a single entity) and SCS for the SOFTWARE PRODUCT identified above. By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA inclusive of any future updates. If you do not agree to the terms of this EULA, you are not permitted to access the SOFTWARE PRODUCT and you should contact SCS within fourteen (14) days of installation to arrange the removal and subsequent return of the SOFTWARE PRODUCT and all associated media and printed materials.

### 5. OWNERSHIP

Except as expressly licensed to you in this EULA, SCS retains all title, ownership rights, intellectual property rights and interest in and to the SOFTWARE PRODUCT, including but not limited to any derivative works, titles, computer code, artwork, graphics, screen displays, and any related documentation.

### 6. SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and International copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed to you under this EULA, either through regular rental payments or through a one-time purchase payment, and is NOT SOLD to you. The license does not give you any title or ownership in the SOFTWARE PRODUCT and should not be construed as a sale or transfer of any intellectual property or other rights to the SOFTWARE PRODUCT. At all times, SCS remains the sole owner of the SOFTWARE PRODUCT.

### 7. GRANT OF LICENSE

This EULA grants you the following limited rights:

#### a) Single-User

If your separate Customer Agreement with SCS defines you as a single-user, SCS grants to you the non-exclusive, non-transferable, limited right and license to install and use one (1) copy of the SOFTWARE PRODUCT on one (1) computer hard drive. All rights not specifically granted under this EULA are hereby reserved by SCS and, as applicable, by its licensors.

#### b) Multi-User

If your separate Customer Agreement with SCS defines you as a multi-user, SCS grants to you the non-exclusive, non-transferable, limited right and license to install and use one (1) copy of the SOFTWARE PRODUCT on one (1) computer hard drive that is acting as a server. Any number of computers or workstations may access the

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SOFTWARE PRODUCT across your network, but use is limited to one (1) site only (the geographical location of your office) and restrictions apply to the maximum number of users allowed to access the SOFTWARE PRODUCT at any given time. The maximum number of users allowed will be listed in your separate Customer Agreement with SCS.

### c) **Storage & Software Duplication**

You may also store a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, tape drive, USB key or other backup device or system, provided that its use is restricted to reinstallation after data corruption or hardware failure.

## 8. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

### a) **Limitations on Reverse Engineering, Decompilation, and Disassembly**

You may not reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works of the SOFTWARE PRODUCT, in whole or in part (except and only to the extent that (i) such activity is expressly permitted by applicable law notwithstanding this limitation, in which case all and any lawful modifications, adaptations, improvements etc, and all copyrights therein, shall be deemed assigned to, and shall belong to, vest in and be the exclusive property of SCS and/or its licensors on creation, in any event, and (ii) only with the express written permission of the Owner, President or Managing Director of SCS, and all of the named registrants listed on the copyright registration – permissions are not valid or granted by any other representative or member of staff and will always be provided in writing).

Duplication, sharing, multiple installations, illegal and unauthorized use of, and electronic transmission of the SOFTWARE PRODUCT, or any part thereof, other than that detailed in this agreement are in violation of this EULA and International copyright laws and anyone found to be in breach will be prosecuted to the full extent of the law.

### b) **Separation of Components**

The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer.

### c) **Rental & Resale**

You may not rent, lease, sell, give away or otherwise transfer to any other individual, entity, subsidiary, affiliate, or associate the SOFTWARE PRODUCT. The SOFTWARE PRODUCT may not be used or transferred under any circumstances or conditions other than those outlined in this EULA. In the event of a company take-over, company merger, company name change, or sale of the company to whom the SOFTWARE PRODUCT is licensed, all licenses granted under this EULA will be terminated with immediate effect and the SOFTWARE PRODUCT must be removed in its entirety from all computers, laptops, storage and backup devices and systems, as well as any other devices or online locations where it has been copied or installed. Any other individual or entity wishing to continue using the SOFTWARE PRODUCT should contact SCS to request a new and separate Customer Agreement. SCS reserves the right to deny the issuance of a license to any individual or entity and to modify the contents of this EULA at any time and without notice.

### d) **Termination of License**

- (i). Without prejudice to any other rights, SCS may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, SCS reserves the right to call upon your premises to ensure the correct removal of the SOFTWARE PRODUCT and the return to your company of any intellectual data contained therein. Furthermore, SCS reserves the right to call upon your premises, without prior notification, on two separate occasions in a period not exceeding one year from the date of the removal of the SOFTWARE PRODUCT to ensure that the SOFTWARE PRODUCT is not being used illegally.
- (ii) Should the end user wish to terminate this EULA, SCS requires, in writing, ninety (90) days or three (3) calendar months' notice. Once written notification is received of the user's intention to terminate the License, final invoices will be raised for the notification period and full settlement should be made no later than ninety (90) days or three (3) calendar months (whichever is the greater) of the date of the termination notice.
- (iii). See the "License Payments" section for further termination rights.

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### 9. LICENSE PAYMENTS

#### a) License Rental Payments

Upon the successful installation of the SOFTWARE PRODUCT a monthly rental payment must be made by the end user on or before the first of each calendar month, in accordance with the amount stated under separate cover. The first payment being due on completion of the installation. In the event that the end user is in excess of one (1) month in arrears a finance charge of 2.5% on the outstanding balance will be applied. Should the end user fail to make a second payment on time, SCS reserves the right to terminate this agreement and implement its terms and conditions relating to the retrieval of the SOFTWARE PRODUCT. In such a case, it should be noted that the term of this EULA shall be deemed to expire ninety (90) days or three (3) calendar months (whichever is the greater) from the date of a termination notice from either party.

#### b) License Purchase Payments

Upon the successful installation of the SOFTWARE PRODUCT, full payment, in accordance with the amount stated under separate cover, must be made for the EULA within ninety (90) days of activation. Any purchase payment made is for the purchase of the EULA and not for the SOFTWARE PRODUCT. Should the end user fail to make payment on time, SCS reserves the right to terminate this agreement and implement its terms and conditions relating to the retrieval of the SOFTWARE PRODUCT. In such a case, it should be noted that the term of this EULA shall be deemed to expire immediately from the date of a termination notice from either party.

### 10. UPGRADES

From time to time upgrades to the SOFTWARE PRODUCT will become available. If you have a separate Customer Agreement that defines your license as rental, these upgrades will be provided free of charge and installed at your convenience during normal office hours. All rental customers are required to have upgrades installed when they become available and to provide SCS with a secure connection so that they can complete this task, as well as any necessary maintenance tasks relating to the continued smooth and efficient running of the SOFTWARE PRODUCT. Any refusal to allow SCS access to install upgrades will be deemed a breach of the EULA. If you have a separate Customer Agreement that defines your license as purchase, these upgrades will be offered to you for purchase at a discounted rate, but you are under no obligation to accept the offer or to install them.

### 11. TECHNICAL SUPPORT

#### a) License Rental Customers

SCS will provide support, assistance and minor modifications, along with upgrades as applicable, for the SOFTWARE PRODUCT in return for the regular rental payment described in the "License Payments" section of this EULA, and outlined in your separate Customer Agreement.

#### b) License Purchase Customers

SCS will provide free technical support and assistance for the SOFTWARE PRODUCT in return for the purchase payment described in the "License Payments" section of this EULA, and outlined in your separate Customer Agreement, for ninety (90) days from the date that grant of license is given. After that time, SCS can provide support and assistance on an hourly fee basis. Annual Support Contracts, with reduced rates for hourly fees, may be offered to License Purchase Customers whose accounts are up-to-date and in good-standing. Details of current fees are available upon request. All fees are subject to change. SCS reserves the right to alter the criteria for Technical Support at any time and to refuse service and/or support to anyone for any reason not prohibited by law. SCS also reserves the right to terminate service and/or support to any client for any reason not prohibited by law.

#### c) General

Technical support and assistance is available between 8am and 5pm EST, Monday through Friday, excluding National Holidays. Weekend and "out-of-hours" support and assistance is not covered under this EULA and is only available by prior arrangement. Any support and assistance provided during a weekend or "out-of-hours" is chargeable at either a cumulative hourly rate or a per-project fixed rate depending on the circumstances and type

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of support and assistance required. All support and assistance is provided over the telephone and through a safe and secure remote connection to your computer or network. SCS uses Windows Remote Desktop Protocol (“RDP”) to provide support and assistance and requires that you ensure a safe and secure RDP connection is available to access the SOFTWARE PRODUCT whenever support and assistance is needed. Although SCS will do all it can to assist you in setting up a remote connection, responsibility for all client-side configuration is your responsibility. Failure to provide a safe and secure connection to the SOFTWARE PRODUCT wherever it has been installed may be deemed to be a breach of this EULA.

### 12. DUAL-MEDIA SOFTWARE

You may receive the SOFTWARE PRODUCT, or its upgrades, in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single computer. You may not use or install the other medium on another computer. You may not rent, lease, sell, give away or otherwise transfer to any other individual, entity, subsidiary, affiliate, or associate the other medium.

### 13. COPYRIGHT

All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, text, and applets incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT, are owned by SCS. The SOFTWARE PRODUCT is protected by copyright laws and International treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material except that you may either (a) make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes, or (b) install the SOFTWARE PRODUCT on a single computer provided you keep the original solely for backup or archival purposes. You may not copy any printed materials accompanying the SOFTWARE PRODUCT.

### 14. EULA

SCS reserves the right, at its sole and absolute discretion, at any time and from time to time, to update, revise, supplement, and otherwise modify this EULA, but will post such changes on its web site. Such updates, revisions, supplements, and modifications will be effective immediately and incorporated into this EULA.

### 15. LIMITED WARRANTY

SCS warrants that the SOFTWARE PRODUCT will perform substantially in accordance with its published specifications for a period of thirty (30) days from the date that grant of license is given. Except for the foregoing, the SOFTWARE PRODUCT is provided “AS IS” without warranty of any kind.

### 16. NO OTHER WARRANTIES

SCS disclaim all other warranties, either express or implied, including, but not limited to, implied warranties of the fitness for a particular purpose, with regard to the SOFTWARE PRODUCT, and any accompanying hardware.

### 17. NO LIABILITY FOR CONSEQUENTIAL DAMAGES

In no event shall SCS and/or its licensors 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, even if SCS has been advised of the possibility of such damages. Furthermore, in no event shall SCS and/or its licensors be liable for special, incidental, indirect, or consequential damages resulting from the breach of any express or implied warranties or any other terms of this agreement. This non liability shall include the loss of data, information or software due to a power loss, theft, or any other act of person or God. SCS’s total liability in all cases shall not exceed the actual price paid for either the license purchase or one month’s license rental where either (a) the license was purchased and payment for the license was made in full prior to the liability claim on a date that does not exceed 180 days earlier than the date of the liability claim, or (b) the license was rented and the customer’s account is up-to-date

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and in good-standing and the date of the liability claim does not exceed 90 days after the date that use of the SOFTWARE PRODUCT ceased.

### **18. INJUNCTION**

Because SCS would be irreparably damaged if the terms of this EULA were not specifically enforced, you agree that SCS shall be entitled, without bond or other security or proof of damages, to take such action as may be required, including seeking an injunction and other equitable remedies, in addition to any other remedies available to it under the applicable law.

### **19. INDEMNITY**

You agree to indemnify, defend and hold harmless SCS, its partners, affiliates, contractors, licensors, officers, directors, employees and agents from all claims, damages, costs and expenses (including reasonable legal fees) arising directly or indirectly from your acts or omissions in connection with using the SOFTWARE PRODUCT or any breach by you of the terms of this EULA.