

K-NFB Reading Technology, Inc. Reader Software Licensee End User License Agreement

You should read carefully the following terms and conditions which are an end user license agreement and a legal document. By loading or using the K-NFB Reading Technology, Inc. Reader Software (Software) you are agreeing to these terms and conditions. If you do not accept the terms and conditions of this agreement do not install or use the Software.

1. Ownership of the Software.

The Software and the accompanying written materials are owned by K-NFB Reading Technology, Inc., and are protected by United States copyright laws, by laws of other nations, and by international treaties. The Software is licensed, not sold, to you for use only under the terms of this License, and K-NFB Reading Technology, Inc., reserves all rights not expressly granted to you.

2. License.

This License allows you to:

- (a) Use the Software only on one device at a time. You may not copy the Software or the written materials.
- (b) Permanently transfer the Software and all rights under this License to another party provided:
 - (i) you give a copy of this Agreement to the new owner and that new owner reads and agrees to accept the terms and conditions of this Agreement;
 - (ii) you give K-NFB Reading Technology, Inc., written notice of the transfer;
 - (iii) you do not retain any copy of the Software; and
 - (iv) such a transfer terminates your License.

3. Restrictions.

You may not, nor knowingly permit anyone to:

- (a) Market, distribute, or transfer to others (other than in accordance with section 2 above) copies of the Software, including Software which has been modified, merged, or included with other Software, or electronically transfer the Software from one device to another over a network. You may be held legally responsible for any copyright infringement which is caused or encouraged by your failure to abide by the terms of this License.
- (b) To decompile, reverse engineer, disassemble or otherwise reduce the Software to a human perceivable form or disclose it to any third party.
- (c) To modify, adapt, translate, rent, lease, or loan the Software or create derivative works based on the Software or the accompanying written materials.
- (d) To use the Software for purposes other than authorized in this Agreement. You may be held directly responsible by K-NFB Reading Technology, Inc., and/or one of its suppliers for any violations of this agreement.

You understand K-NFB Reading Technology, Inc., may update or revise the Software and in so doing incurs no obligation to furnish such updates to you.

4. Termination.

This License is effective until terminated. Except for Sections 7, 8, and 9, this License shall terminate automatically upon the breach of your obligations under the License. Upon termination, you agree that you will destroy the Software and all copies. This remedy shall be in addition to any other remedies available to K-NFB Reading Technology, Inc.

5. Export Control.

You assure K-NFB Reading Technology, Inc., that you will not knowingly, without prior authorization (if required) of the U.S. Department of Commerce, or any other governmental entity which has jurisdiction, export or transmit the Software or the immediate product (including processes and services) produced directly by use of the Software to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute.

6. Government End Users.

If this Software is acquired by or on behalf of a unit or agency of the United States Government, this provision applies. This Software:

- (a) was developed at private expense, is existing computer Software, and no part of it was developed with government funds;
- (b) is a trade secret of K-NFB Reading Technology, Inc., for all purposes of the Freedom of Information Act;
- (c) is "restricted computer software" submitted with restricted rights in accordance with subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at 52.227-19 and its successors;
- (d) is in all respects proprietary data belonging solely to K-NFB Reading Technology, Inc.;
- (e) is unpublished and all rights are reserved under the copyright laws of the United States. For units of the Department of Defense (DoD) this Software is licensed only with "Restricted Rights" as that term is defined in the DoD Supplement to the Federal Acquisition Regulation, 52.227-7013(c) (1)(II), Rights in Technical Data and Computer Software and its successors, and use, duplication or disclosure is subject to restrictions as set forth in subdivision (c)(I)(ii) the Rights in Technical Data and Computer Software clause at 52.227-7013. The manufacturer is K-NFB Reading Technology, Inc, located in Massachusetts. If this Software was acquired under a GSA Schedule, the Government has agreed to refrain from changing or removing any insignia or lettering from the Software or the documentation that is provided or from producing copies of manuals or media (except for backup purposes and in accordance with the terms of this Agreement).

7. Limited Warranty, Updates, Disclaimer.

K-NFB Reading Technology, Inc., warrants that the Software and the accompanying media will perform substantially in accordance with the specification set forth in the accompanying

documentation for a period of one (1) year after your payment of the purchase price. During the original warranty period the Licensee may obtain any available updates to the Software by contacting K-NFB Reading Technology, Inc with your order number and proof of purchase. K-NFB READING TECHNOLOGY, INC., DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO THE SOFTWARE AND ACCOMPANYING DOCUMENTATION. K-NFB READING TECHNOLOGY, INC., DOES NOT WARRANT, GUARANTY, OR MAKE ANY REPRESENTATION REGARDING THE USE OF, OR THE RESULTS OF THE USE, OF THE SOFTWARE OR DATA IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE, OR THAT THE OPERATION OF THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR OPERATE FREE FROM ERROR. THE SOFTWARE ARE NOT INTENDED FOR USE IN ANY CASE WHERE THE FAILURE OR INACCURACY OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL, EMOTIONAL OR ENVIRONMENTAL DAMAGE SUCH AS USING THE SOFTWARE TO READ CRITICAL INSTRUCTIONS RELATING, FOR EXAMPLE, TO THE TAKING OF MEDICINES OR THE SAFE OPERATION OF EQUIPMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY K-NFB READING TECHNOLOGY, INC, ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTY, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE. THIS LIMITED WARRANTY IS VOID IF FAILURE OF THE SOFTWARE HAS RESULTED FROM MODIFICATION, ACCIDENT, ABUSE, OR MISAPPLICATION.

8. Limited Remedies.

- (a) If the Software fails to perform as warranted, your sole and exclusive remedy shall be to notify K-NFB Reading Technology, Inc. with your order number and proof of purchase. K-NFB Reading Technology, Inc., shall, at its option,
- (i) replace the Software with Software which conforms to the warranty;
 - (ii) correct the error; or
 - (iii) refund the purchase price.

Any replacement Software will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. These remedies are not available outside the United States of America.

- (b) K-NFB READING TECHNOLOGY, INC., SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR PERSONAL INJURY, LOSS OF BUSINESS, PROFITS, OR THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE (WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORSEEN, EXCEPT ONLY IN CASE OF PERSONAL INJURY WHERE APPLICABLE LAWS REQUIRES SUCH LIABILITY.

- (c) SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- (d) THE LIMITED WARRANTY, LIMITED REMEDIES, AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN K-NFB READING TECHNOLOGY, INC., AND YOU. K-NFB READING TECHNOLOGY, INC., WOULD NOT BE ABLE TO PROVIDE THE SOFTWARE WITHOUT SUCH LIMITATIONS.

9. Limited Liability.

The liability of K-NFB Reading Technology, Inc., for any claims arising out of this License, or the use of the Software, regardless of the form of action, shall not exceed the purchase price for the Software.

10. General.

This License shall be governed and interpreted in accordance with the laws of Massachusetts, USA, as applied to contracts entered into and to be performed entirely in Massachusetts. This License shall be construed in such fashion as to make each provision enforceable to the maximum extent possible under governing law. This License contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or understandings (oral or written). Failure or delay in enforcing any right or provision of this Agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of any existing breach after demand for strict performance. If any provision of this License shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this License will remain in full force and effect.