

END USER SOFTWARE LICENSE AGREEMENT

Thank you for using NeoReader® software. By downloading, installing or using the NeoReader software, or any portion of it (the "Application"), you agree to the terms and conditions set out in this End User Software License Agreement ("Agreement"). If you do not agree to the terms of this Agreement you are not licensed to use the Application and must discontinue the downloading process now.

1. <u>Limited License</u>. NeoMedia Technologies, Inc. ("NeoMedia"), subject to the terms and conditions of this Agreement, grants to you a non-exclusive, non-transferable, limited license to install and use one copy of the object code version of the Application on a single wireless communication device controlled by you, solely for personal use on such device. Uses for commercial or business purposes are excluded, and not covered by this license. NeoMedia may revoke this license at any time in its sole discretion. All rights not expressly granted by this Agreement are reserved by NeoMedia. NeoMedia has no responsibility under this Agreement for the installation of the Application.

The Application may communicate with NeoMedia servers to check for available updates to the Application, such as bug fixes, patches, enhanced functions, missing plug-ins and new versions (collectively, "Updates"). By installing the Application, you agree to automatically request and receive Updates. You acknowledge that NeoMedia is not obligated under this Agreement to make any Updates available to you or the public.

You acknowledge that NeoMedia may develop and market new or different computer programs or editions of the Application which use portions of the Application and which perform all or part of the functions performed by the Application. Nothing contained in this Agreement gives you any rights with respect to such new or different software or editions.

2. Use and Restrictions.

In providing the Services, NeoMedia does not actively monitor specific transmissions of information through the Application, nor does it maintain any obligation do to so, except as otherwise determined by us or required by the laws of applicable jurisdictions. However, we reserve the right to monitor usage of the Application for purposes of determining that usage is in compliance with this Agreement and applicable laws.

You agree that you will not (i) remove, obscure or alter any copyright, trademark or other proprietary notice contained in and/or displayed by the Application, (ii) copy, sell, license, distribute, modify, adapt, translate, make improvements or enhancements to, prepare derivative works from, sublicense or transfer the Application to any third party, (iii) violate any applicable laws, rules or regulations in connections with your use of the Application, (iv) install, use or permit the Application to exist on more than one mobile device at a time or on any other mobile device or computer, other than by means of separate downloads of the Application, each of which are subject to a separate licenses (but this restriction does not limit your right to reinstall the Application on the mobile device for which it was originally downloaded), (v) reproduce, modify, decompile, reverse engineer, decrypt, disassemble or



otherwise attempt to derive source code from, the Application, (vi) take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management functionality) contained in the Application, (vii) use the Application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed, (viii) use the Application to infringe on the privacy of other individuals, or (ix) use the Application to access, copy, transfer, or retransmit content in violation of any law or third party rights. You agree that you will not authorize or permit any third party access to the Application to do any of the foregoing.

- 3. <u>Ownership</u>. This license is not a sale. NeoMedia and its licensors retain all right, title and interest in and to the Application and all copies thereof, including all copyrights, trademarks and other intellectual property rights related to the Application.
- 4. <u>Disclaimer of Warranty.</u> THE APPLICATION IS LICENSED TO YOU "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEOMEDIA AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE APPLICATION, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NEOMEDIA DOES NOT WARRANT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY OR PERFORMANCE OF THE APPLICATION. NEOMEDIA DOES NOT WARRANT THAT (i) THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED; (ii) THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, (iii) THAT THE APPLICATION WILL BE ERROR-FREE OR BUG-FREE, (iv) THAT THE APPLICATION WILL BE COMPATIBLE OR INTEROPERABLE WITH YOUR MOBILE DEVICE OR ANY OTHER PIECE OF HARDWARE, SOFTWARE, EQUIPMENT OR DEVICE INSTALLED ON OR USED IN CONNECTION WITH YOUR MOBILE DEVICE, OR (v) THAT ANY ERRORS IN THE APPLICATION WILL BE CORRECTED.

ANY INFORMATION, CONTENT OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE APPLICATION IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH INFORMATION, CONTENT OR MATERIAL. NEOMEDIA IS NOT RESPONSIBLE FOR THE PURCHASE OF ANY PRODUCTS OR SERVICES YOU MAKE IN CONNECTION WITH YOUR USE OF THE APPLICATION.

THE APPLICATION IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, EMERGENCY COMMUNICATIONS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER SUCH ACTIVITIES IN WHICH CASE THE FAILURE OF THE APPLICATION COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

THE FUNCTIONAL USE OF THE APPLICATION MAY BE DEPENDENT ON THE DATA RELATED TO YOUR GEOGRAPHIC LOCATION AND GEOPOSITIONAL DATA, AND YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO PROVIDE (OR MAKE ACCESSIBLE) THAT DATA MAY LIMIT THE FUNCTIONALITY OF THE



APPLICATION. NEOMEDIA MAKES NO WARRANTY WITH RESPECT TO THE ACCURACY OF ANY INFORMATION OBTAINED THROUGH THE USE OF THE APPLICATION IN RELIANCE ON LOCATION AND GEOPOSITIONAL DATA PROVIDED BY YOU, THE APPLICATION, OR YOUR MOBILE DEVICE.

Also see: NeoMedia Privacy Policy