Intermec End User License Agreement

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1.0 Definitions

1.1 "System" and "Device" means the Intermec computer equipment You acquired from Intermec and on which the Software was pre-installed or onto which it is to be installed.

1.2 "Software" means the computer program(s) acquired from Intermec and installed on the System or any Revisions thereto. This may include programs written by Intermec as well as operating systems and application programs written by others which have been provided to You or installed on the System by Intermec. Software will be provided to You in object code form only. The Software includes any disks or media on which it is recorded, any printed Documentation or any "on-line" or electronic Documentation.

1.3 "Documentation" means the materials accompanying the Software which describe its functions and how to install and use the Software.

1.4 "Revision" means any correction, modification, update, enhancement, or new version of the Software or Documentation.

1.5 "You" or "Your" refers to the end user licensed to use the Software under this EULA.

1.6 "Intermec" means Intermec Technologies Corporation, a Washington corporation.

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2.8 Intermec and its software suppliers reserve the right to terminate this EULA if You violate any term or condition of this EULA. In the event of termination, You must stop using the Software and must return all copies of the Software to Intermec.

2.9 In the event You modify the Software or include it in any other software program, upon termination of this EULA You agree either to remove the Software or any portion thereof from the modified program and return the Software to Intermec.

3.0 Limited Warranty

3.1 Intermec provides software on an "as is" basis only.

4.0 Compatibility

4.1 The Software is not warranted to be compatible with all environments. Contact Intermec for information about hardware and/or software compatibility.

5.0 Warranty Support

5.1 Warranty support may be obtained from the nearest Intermec sales office or other location indicated in the Documentation. Intermec will be Your primary contact for support even if the Software was written by one of Intermec's suppliers.

6.0 Termination

6.1 Intermec may terminate this Agreement at any time should You violate any term or condition of this EULA. Upon termination of this EULA, You shall immediately return to Intermec all Software and any copies thereof and related Documentation, and certify to Intermec that You have done so. The provisions of this paragraph of this EULA and any other material provisions of this EULA shall survive any termination of this EULA.

7.0 Severability

7.1 Should any part or provision of this EULA be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding.

8.0 Limitation On Effect Of Waiver

8.1 A waiver of any breach of any provision of this EULA shall not be construed as a continuing waiver of other breaches of the same or other provisions of this EULA.

9.0 Entire Agreement

9.1 This EULA constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings with respect to the subject matter of this EULA whether written or oral, including any and all purchase orders to the extent that they are inconsistent with this agreement. No modification or claimed waiver of any of the provisions hereof shall be valid unless in writing and signed by authorized representatives of the party against whom such modification or waiver is sought to be enforced.

10.0 Governing Law

10.1 The validity and interpretation of this Agreement shall be governed by the laws of the State of Washington. The Federal or State Courts located in the State of Washington shall have jurisdiction to hear any dispute under this contract. The parties agree that the provisions of the United Nations Convention on the International Sale of Goods shall not apply to this EULA.

10.2 If you acquired this EULA in Canada, this EULA shall be governed by the laws of the Province of Ontario, Canada. Each of the parties hereto consents to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation which may arise hereunder in the courts located in the Judicial District of York, Province of Ontario.

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If You have any questions about this EULA, please contact Intermec.

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