

DATALOGICS, INC.

1. Customer acknowledges and agrees that Datalogics is the owner of certain proprietary information and intellectual property rights included in the Software and the Documentation. As such owner, Datalogics is a third party beneficiary entitled to enforce Allscripts's rights and Customer's obligations hereunder, and to seek appropriate legal and equitable remedies, including but not limited to, damages and injunctive relief, for Customer's breach of such obligations.
2. License Grant and Restrictions. Customer may make one backup copy of the Software, provided the backup copy is not installed or used on any computer.
3. Intellectual Property Rights. The Software is protected by United States Copyright law and International Treaty provisions.
4. Font License. Customer may embed copies of the font software into its electronic documents for purpose of printing, viewing and editing the document. No other embedding rights are implied or permitted under the license.
5. General Provisions. This End User License Agreement shall not prejudice the statutory rights of any party dealing as a consumer.
6. Trademarks. Trademarks appearing herein are either registered trademarks or trademarks of their respective owners in the United States and/or other countries.
7. Adobe Products.
 - a. If the Software contains Adobe Products, the following additional terms will apply and supersede and control any terms in conflict therewith with respect to Adobe Products.
 - b. Adobe Systems Incorporated, a Delaware corporation having a place of business at 345 Park Avenue, San Jose, CA 95110-2704 ("Adobe") is the owner and developer of Adobe® software products ("Adobe Products"). Adobe and Licensor have entered into an agreement (the "Adobe Enabling Agreement") which entitles Licensor to sublicense certain rights to use and distribute Adobe software.
 - c. Customer's Use of Trademarks. Customer agrees that it will include the Adobe Trademarks "Adobe", and "PDF Library" and any other applicable trademark notices of Adobe on all copies, advertisements, brochures, manuals and other appropriate uses made in the promotion, license or use of the Adobe Products.
 - d. Use of Trademarks.
 - i. The trademark license is limited to Trademarks contained in "Adobe Trademark Database for General Distribution" used in accordance with "Guidelines for Third Parties Who Use Adobe Trademarks" located at <http://www.adobe.com/misc/trade.html> and updated periodically.
 - ii. As provided in Paragraph 6(b) of the Agreement, Customer will not use the Trademarks in India, Pakistan, and Singapore unless it has obtained a trademark license directly from Adobe.
 - e. Governing Law. In any dispute in which Adobe is a properly named party, the terms of Section 7 of this Exhibit will be governed by and construed in accordance with the substantive laws in force in the State of California. The courts of Santa Clara County, California, shall have non-exclusive jurisdiction over all disputes relating to this Agreement in such cases.