

## JPGNetworks®, LLC SOFTWARE LICENSE TERMS

**Protocol++ (Protocolpp) SOFTWARE USE IF YOU LIVE IN (OR IF YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 10. IT AFFECTS HOW DISPUTES ARE RESOLVED.**

**Thank you for choosing Protocol++!**

Depending on how you obtained the Protocol++ software, this is a license agreement between you and John Peter Greninger and Sheila Rocha Greninger (aka, JPGNetworks®, LLC) and ***requires written and notarized permission from both John and Sheila with the notary from the State of Arizona and the Advanced QR Code for this license to be valid. Without the signatures, notary, and Advanced QR code attached on the last page, this license is invalid.***

This agreement describes your rights and the conditions upon which you may use the Protocol++ software. You should review the entire agreement, including any supplemental license terms that accompany the software and any linked terms, because all of the terms are important and together create this agreement that applies to you.

**By accepting this agreement or using the software, you agree to all of these terms, and consent to the transmission of certain information during activation and during your use of the software as per the privacy statement described in Section 3. If you do not accept and comply with these terms, you may not use the software or its features.** You may contact your retailer if you purchased the software directly, to determine its return policy and return the software refund or credit under that policy. You must comply with that policy, which might require you to return the software with the entire device on which the software is installed for a refund or credit, if any.

### 1. Overview.

- a. **Applicability.** This agreement applies to the Protocol++ software that is on your device, or acquired from a retailer and installed by you, the media on which you received the software (if any), any fonts, icons, images or sound files included with the software, and also any Protocol++ updates, upgrades, supplements or services for the software, unless other terms come with them. If this agreement contains terms regarding a feature or service not available on your device, then those terms do not apply.
- b. **Additional terms.** Additional Protocol++ and third party terms may apply to your use of certain features, services and apps, depending on Protocol++ capabilities, how it is configured, and how you use it. Please be sure to read them.
  - (i) The software may include third party programs that are licensed to you under this agreement, or under their own terms.

### 2. Installation and Use Rights.

- a. **License.** The software is licensed, not sold. Under this agreement, we grant you the right to install and run one instance of the software on your device (the licensed device), for use by one person at a time, so long as you comply with all the terms of this agreement. Updating or upgrading from non-genuine software with software from Protocol++ or authorized sources does not make your original version or the updated/upgraded version genuine, and in that situation, you do not have a license to use the software.



- b. Device.** In this agreement, “device” means a hardware system (whether physical or virtual) with an internal storage device capable of running the software. A hardware partition or blade is considered to be a device
- c. Restrictions.** John Peter Greninger and Sheila Rocha Greninger reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement. For example, this license does not give you any right to, and you may not:
- (i) use or virtualize features of the software separately;
  - (ii) publish, copy (other than the permitted backup copy), rent, lease, or lend the software;
  - (iii) transfer the software (except as permitted by this agreement);
  - (iv) work around any technical restrictions or limitations in the software;
  - (v) use the software as server software, for commercial hosting, make the software available for simultaneous use by multiple users over a network, install the software on a server and allow users to access it remotely, or install the software on a device for use only by remote users;
  - (vi) reverse engineer, decompile, or disassemble the software, or attempt to do so, except and only to the extent that the foregoing restriction is (a) permitted by applicable law; (b) permitted by licensing terms governing the use of open- source components that may be included with the software; or (c) required to debug changes to any libraries licensed under the GNU Lesser General Public License which are included with and linked to by the software; and
  - (vii) when using Internet-based features you may not use those features in any way that could interfere with anyone else’s use of them, or to try to gain access to or use any service, data, account, or network, in an unauthorized manner
  - (viii) Claim that you work for or are an owner of JPGNetworks, LLC or Protocolpp(Protocol++). JPGNetworks, LLC and Protocolpp is wholly owned (100%) by John Peter and Sheila Rocha Greninger. If you have received this software from any other source other than [www.protocolpp.com](http://www.protocolpp.com), immediately report the offending party to <https://www.ic3.gov/complaint/default.aspx> for software, IP, and Copyright theft. ProtocolPP(Protocol++) is NOT the property of Intel Corp. Intel has no rights to sell, distribute, license, or represent JPGNetworks, LLC or ProtocolPP(Protocol++). If you have received this software from anyone representing Intel, please contact Federal authorities immediately as they are infringing this copyright and contact JPGNetworks, LLC at the address below. If you have received this license from Robert W. Santucci or Norma Bettine, you have received a fraudulent copy that infringes on this copyright. Any licence or copy from Robert W. Santucci, Norma Bettine, NXP, or Intel will not be honored and will not receive any updates unless full payment is made
- d. Multi use scenarios.**
- (i) **Multiple versions.** If when acquiring the software you were provided with multiple versions (such as 32-bit and 64-bit versions), you may install and activate only one of those versions at a time.
  - (ii) **Multiple or pooled connections.** Hardware or software you use to multiplex or pool connections or reduce the number of devices or users that access or use the software, does not reduce the number of licenses you need. You may
  - (iii) **Device connections.** You may allow any number of devices to access the software on the licensed device to synchronize data between devices. This section does not mean, however,



that you have the right to install the software, or use the primary function of the software (other than the features listed in this section), on any of these other devices.

- (iv) **Use in a virtualized environment.** This license allows you to install only one instance of the software for use on one device, whether that device is physical or virtual. If you want to use the software on more than one virtual device, you must obtain a separate license for each instance.
  - (v) **Remote access.** No more than once every 90 days, you may designate a single user who physically uses the licensed device as the licensed user. The licensed user may access the licensed device from another device using remote access technologies. Other users, at different times, may access the licensed device from another device using remote access technologies, but only on devices separately licensed to run the same or higher edition of this software.
  - (vi) **Remote assistance.** You may use remote assistance technologies to share an active session without obtaining any additional licenses for the software. Remote assistance allows one user to connect directly to another user's computer, usually to correct problems.
- e. **Backup copy.** You may make a single copy of the software for backup purposes, and may also use that backup copy to transfer the software if it was acquired as stand-alone software, as described in Section 4 below.
3. **Privacy; Consent to Use of Data.** Your privacy is important to us. Some of the software features send or receive information when using those features. By accepting this agreement and using the software you agree that Protocol++ may collect, use, and disclose the information as described in the Protocol++ Privacy Statement (aka. protocolpp/privacy), and as may be described in the user interface associated with the software features.
4. **Transfer.** The provisions of this section do not apply if you acquired the software in Germany or in any of the countries listed on this site, in which case any transfer of the software to a third party, and the right to use it, must comply with applicable law.
- a. **Software preinstalled on device.** If you acquired the software preinstalled on a device (and also if you upgraded from software preinstalled on a device), you may transfer the license to use the software directly to another user, only with the licensed device. The transfer must include the software and, if provided with the device, an authentic Protocol++ label including the product key. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software.
  - b. **Stand-alone software.** If you acquired the software as stand-alone software (and also if you upgraded from software you acquired as stand-alone software), you may transfer the software to another device that belongs to you. You may also transfer the software to a device owned by someone else if (i) you are the first licensed user of the software and (ii) the new user agrees to the terms of this agreement. You may use the backup copy we allow you to make or the media that the software came on to transfer the software. Every time you transfer the software to a new device, you must remove the software from the prior device. You may not transfer the software to share licenses between devices.
5. **Authorized Software and Activation.** You are authorized to use this software only if you are properly licensed and the software has been properly activated with a genuine product key. If activation fails,



the software will attempt to repair itself by replacing any tampered Protocol++ software with genuine Protocol++ software. You may also receive reminders to obtain a proper license for the software. Successful activation does not confirm that the software is genuine or properly licensed. You may not bypass or circumvent activation. Certain updates, support, and other services might only be offered to users of genuine Protocol++ software.

6. **Updates.** You may obtain updates only from Protocol++ or authorized sources, and Protocol++ may need to update your system to provide you with those updates. By accepting this agreement, you agree to receive these types of automatic updates without any additional notice.
7. **Geographic and Export Restrictions.** If your software is restricted for use in a particular geographic region, then you may activate the software only in that region. You must also comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit [www.protocolpp.com](http://www.protocolpp.com)
8. **Support and Refund Procedures.**
  - a. **For software preinstalled on a device.** For updates and supplements obtained directly from Protocol++, Protocol++ may provide limited support services for properly licensed software.
  - b. **For software acquired from a retailer.** Protocol++ provides limited support services for properly licensed software. If you purchased the software from a retailer and are seeking a refund, and you cannot obtain one where you acquired the software, contact Protocol++ for information about Protocol++ refund policies.
9. **Binding Arbitration and Class Action Waiver if You Live in (or if a Business Your Principal Place of Business is in) the United States.**

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury.** Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Protocol++, ProtocolIPP, JPGNetworks™, John Peter Greninger, and Sheila Rocha Greninger.

- a. **Disputes covered—everything except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and Protocol++, concerning the software, its price, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**
- b. **Mail a Notice of Dispute first.** If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to  
**JPGNetworks®, LLC  
ATTN: LCA ARBITRATION  
1315 W Alpine Tree Ave  
Queen Creek, AZ 85140**



Tell us your name, address, how to contact you, what the problem is, and what you want. We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.

- c. **Small claims court option.** Instead of mailing a Notice of Dispute, and if you meet the court's requirements, you may sue us in small claims court in your county of residence (or if a business your principal place of business) or our principal place of business—Pinal County, Arizona USA if your dispute is with Protocol++. We hope you'll mail a Notice of Dispute and give us 60 days to try to work it out, but you don't have to before going to small claims court.
- d. **Arbitration procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 USD or less whether or not you are an individual or how you use the software, its Consumer Arbitration Rules). To start an arbitration, submit the form available at (aka. protocolpp/arbitration) to the AAA; mail a copy to Protocol++. In a dispute involving \$25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (of if a business your principal place of business) or our principal place of business—Pinal County, Arizona if your dispute is with Protocol++. You choose. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim.
- e. **Arbitration fees and payments.**
  - (i) **Disputes involving \$75,000 USD or less.** Protocol++ will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, Protocol++ will: (1) pay the greater of the award or \$1,000 USD; The arbitrator will determine the amounts unless you and we agree on them.
  - (ii) **Disputes involving more than \$75,000 USD.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
  - (iii) **Disputes involving any amount.** If you start an arbitration we won't seek our AAA or arbitrator's fees and expenses, or your filing fees we reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration we will pay all filing, AAA, and arbitrator's fees and expenses. We won't seek our attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.
- f. **Must file within one year.** You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes — see Section 10.a.) within one year from when it first could be filed. Otherwise, it's permanently barred.
- g. **Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 10 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 10 still applies.



**h. Conflict with AAA rules.** This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.

**10. Governing Law.** The laws of the state or country where you live (or if a business where your principal place of business is located) govern all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims and claims under consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles. In the United States, the FAA governs all provisions relating to arbitration.

**11. Additional Notices.**

**a. Networks, data and Internet usage.** Some features of the software and services accessed through the software may require your device to access the Internet. Your access and usage (including charges) may be subject to the terms of your cellular or internet provider agreement. Certain features of the software may help you access the Internet more efficiently, but the software's usage calculations may be different from your service provider's measurements. You are always responsible for

- (i) understanding and complying with the terms of your own plans and agreements, and
- (ii) any issues arising from using or accessing networks, including public/open networks. You may use the software to connect to networks, and to share access information about those networks, only if you have permission to do so.

**b. Limited rights versions.** If the software version you acquired is marked or otherwise intended for a specific or limited use, then you may only use it as specified. You may not use such versions of the software for commercial, non-profit, or revenue-generating activities.

- (i) **Academic.** For academic use, you must be a student, faculty or staff of an educational institution at the time of use. Written and notarized permission must be obtained for Protocol++ from John Peter Greninger and Sheila Rocha Greninger (both are required). Requests may be made on [www.protocolpp.com](http://www.protocolpp.com) or by sending correspondence to

**JPGNetworks®, LLC**  
**1315 W Alpine Tree Ave**  
**Queen Creek, AZ 85140**

- (ii) **Evaluation.** For evaluation (or test or demonstration) use, you may not sell the software, use it in a live operating environment, or use it after the evaluation period. Notwithstanding anything to the contrary in this Agreement, **evaluation software is provided "AS IS" and no warranty, implied or express (including the Limited Warranty), applies to these versions.**

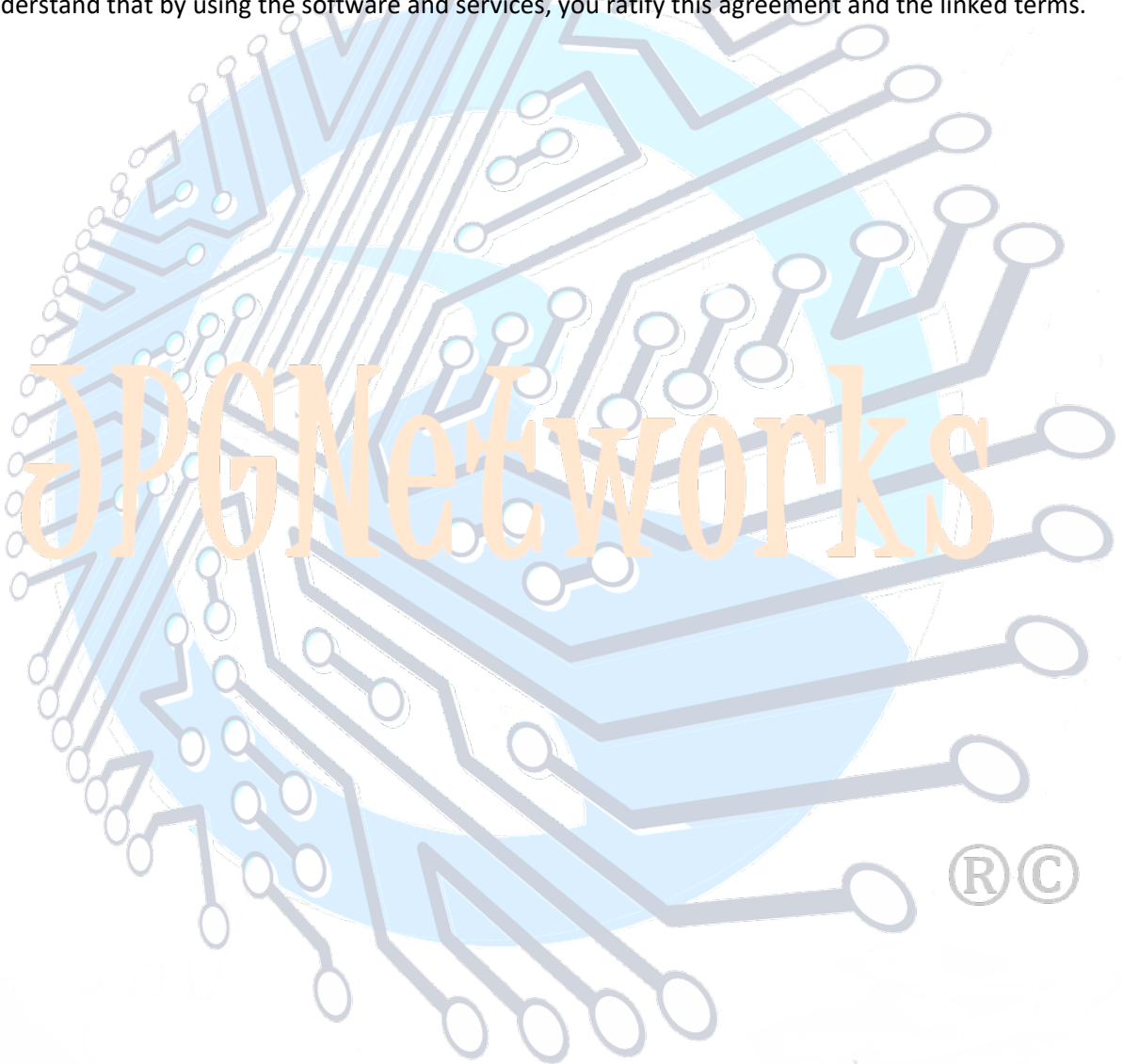
- (iii) **NFR.** You may not sell software marked as "NFR" or "Not for Resale".

- (iv) **Preview.** You may choose to use preview, insider, beta or other pre-release versions of the software ("previews") that Protocol++ may make available. You may use previews only up to the software's expiration date and so long as you comply with all the terms of this agreement. Previews are experimental and may be substantially different from the commercially released version. Notwithstanding anything to the contrary in this agreement, **previews are provided "AS IS," and no warranty, implied or express (including the Limited Warranty), applies to these versions. By installing previews on your device, you may void or impact your device warranty and may not be entitled to support from the manufacturer of your device or network operator, if applicable.** Protocol++ is not responsible for any damage thereby caused to you. Protocol++ may not provide support services for previews. If you provide Protocol++



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**12. Entire Agreement.** This agreement (together with the printed paper license terms or other terms accompanying any software supplements, updates, and services that are provided by Protocol++, and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services (unless the manufacturer or installer, or Protocol++, provides other terms with such supplements, updates, or services. You agree that you will read the terms before using the software or services, including any linked terms. You understand that by using the software and services, you ratify this agreement and the linked terms.



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TO THE EXTENT NOT PROHIBITED BY YOUR LOCAL LAWS, IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES, YOU CAN RECOVER FROM THE MANUFACTURER OR PROTOCOL++ ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE (OR UP TO \$50 USD IF YOU ACQUIRED THE SOFTWARE FOR NO CHARGE). YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES OR REMEDY, INCLUDING LOST PROFITS AND DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, UNDER ANY PART OF THIS AGREEMENT OR UNDER ANY THEORY. THIS LIMITATION APPLIES TO (I) ANYTHING RELATED TO THIS AGREEMENT, THE SOFTWARE (INCLUDING THE APPS), THE DEVICE, SERVICES, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE DATA, CONTENT (INCLUDING CODE) ON THIRD PARTY INTERNET SITES OR THIRD PARTY PROGRAMS, AND (II) CLAIMS FOR BREACH OF CONTRACT, WARRANTY, GUARANTEE, OR CONDITION; STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT; VIOLATION OF A STATUTE OR REGULATION; UNJUST ENRICHMENT; OR UNDER ANY OTHER THEORY.

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