

NXRIP End User License Agreement and Subscription Terms

Version 2.0 | Revision date: September 9, 2026

Licensor: SAPEX LLC, a North Carolina limited liability company.

Effective for a Customer when that Customer affirmatively accepts this version. This version is prospective and does not retroactively change accrued claims.

IMPORTANT CONTRACT TERMS. This Agreement covers all NXRIP operating modes, including optional Direct Printer Mode and printer-configuration functions. It contains equipment-use responsibilities, commercial risk allocation, warranty exclusions, releases, liability limits, subscription-renewal terms, and individual arbitration provisions. Read Sections 10, 13, and 17-22 carefully. Mandatory legal rights are preserved.

1. Parties and acceptance

1.1 Customer. This Agreement is between SAPEX LLC ("SAPEX," "we," "us") and the business, organization, or individual acting in a business or professional capacity that obtains the license ("Customer," "you"). A person accepting for an organization represents that they are authorized to bind it. An individual acquiring the license for their own business is the Customer.

1.2 Affirmative acceptance. Customer accepts by an affirmative action clearly identified as acceptance of this Agreement, such as clicking "Accept and Continue" next to an acceptance statement or completing a checkout with the required contract acceptance. Merely visiting a page, receiving an update, or remaining silent is not acceptance of a new version. If Customer does not agree, it must not begin use under this version. Section 23 addresses existing paid access and changes to terms.

1.3 One agreement for all modes. Acceptance covers all functions made available under Customer's license, whether used immediately or enabled later, including File Output Mode, Direct Printer Mode, automated workflows, printer communication, configuration functions, and related support. No separate Direct Printer Mode risk agreement, legal checkbox, per-printer acceptance, or per-command contractual acceptance is required under this version. Choosing a feature or issuing an operation is a product-use decision, not acceptance of a second contract.

2. Definitions and contract documents

2.1 Software. "Software" means the NXRIP application and the licensing, activation, update, support, and optional online functions supplied by SAPEX, together with its documentation and updates. A definition describes the scope of this Agreement; it does not promise that every listed function exists in every version or plan.

2.2 Order and term. "Order" means the accepted checkout, invoice, order confirmation, or signed order specifying the plan, price, billing interval, authorized devices or users, and any expressly agreed commercial terms. "Subscription Term" is the paid or otherwise authorized period of access. "Authorized Users" are Customer's employees or contractors permitted to use its licensed devices for Customer's business.

2.3 Content and Output. "User Content" means artwork, images, files, profiles, configuration information, and other material Customer processes or submits. "Output" includes layouts, separations, raster or print data, generated files, job parameters, and commands produced or transmitted through the Software.

2.4 Printer System and Configuration. "Printer System" includes the selected printer, printheads, controller boards, electronics, firmware, drivers, vendor utilities, connected computer and network, and related printing equipment.

"Printer Configuration" includes persistent or temporary settings, calibration, channel mappings, profiles, controller parameters, and other operational information associated with a Printer System.

2.5 Operating modes. "File Output Mode" prepares or exports Output for subsequent use through Customer's chosen software or equipment. "Direct Printer Mode" is an optional integration that communicates with a Printer System, directly or through an interface, driver, spooler, or vendor utility, to send jobs, exchange commands or status, or interact with Printer Configuration.

2.6 Precedence. A separately negotiated agreement signed by SAPEX controls over this Agreement to the extent it expressly varies it. An Order controls price, billing interval, quantity, and specifically agreed commercial terms. This Agreement otherwise controls over documentation and routine correspondence. Customer's purchase-order boilerplate is rejected. Nothing here negates an express representation or obligation that applicable law does not permit SAPEX to disclaim.

2.7 Privacy and third-party licenses. The Privacy Policy describes information practices and is a separate notice, not a second license agreement or blanket consent to optional data processing. Applicable third-party and open-source licenses control their own components where they grant rights that this Agreement cannot restrict.

3. Business eligibility and account responsibility

3.1 Business use. NXRIP is offered for business, trade, craft, and professional activities, including sole proprietors. The person entering into this Agreement must be at least 18 and legally able to contract. A business-use statement does not remove mandatory consumer status or protections that apply as a matter of law.

3.2 Account management. Customer must provide accurate contact and billing information, protect credentials and license keys, and restrict access to Authorized Users. Customer is responsible for their use within Customer's account and authority and must promptly report suspected compromise. This does not make Customer responsible for unauthorized activity caused solely by SAPEX's breach of a non-excludable duty.

3.3 Personnel and equipment authority. Customer must ensure its operators have appropriate training, permissions, and lawful authority to use the equipment and content involved. Account access does not establish ownership of a printer or authorize actions prohibited by its owner, manufacturer, or applicable law.

4. Subscription license

4.1 Grant. Subject to the applicable Order, payment, and this Agreement, SAPEX grants a limited, non-exclusive, non-transferable, non-sublicensable license during the Subscription Term to install and use the object-code Software on the licensed devices. Customer may create Output and provide printing services for its customers. Normal remote access by an Authorized User to a licensed workstation is permitted within the Order's device and concurrency limits.

4.2 All licensed modes. The grant includes available File Output Mode and optional Direct Printer Mode. General acceptance does not turn on direct communication. Customer chooses its operating mode in the application. Use of Direct Printer Mode remains subject to Section 10 without a separate legal acceptance.

4.3 Limits. Customer may not resell software access, share license credentials with unrelated businesses, or provide a hosted application service to unlicensed third-party operators. Backups do not increase licensed device or concurrency limits. NXRIP is licensed, not sold; ownership of the Software is not transferred.

5. Activation, verification, and offline operation

5.1 License controls. Activation and periodic verification may associate an account or license with installation and device identifiers, application version, verification history, and subscription status as described in the Privacy Policy.

Device replacement or transfer may require reactivation under the applicable license policy. Customer must not falsify or circumvent entitlement, time, device, or security checks.

5.2 Connectivity and existing grace period. After a successful online license verification, the standard offline verification allowance is 72 hours measured from that verification, while the Subscription Term and entitlement remain valid and subject to a valid suspension or revocation. Direct Printer Mode has no separate legal-authorization timer. Expiration of paid or trial access is not extended merely by being offline. A separately agreed Order may expressly provide different offline access.

5.3 No consent-service dependency. Failure to reach a legal-document, acknowledgment, consent, or receipt service does not by itself cancel a previously recorded acceptance, invalidate an otherwise valid entitlement, or shorten the existing offline allowance. A new account or initial activation may still require an online connection. This is not a promise of perpetual offline operation or uninterrupted availability.

5.4 Continuity. Customer is responsible for the connectivity, backups, alternative production procedures, and scheduling appropriate to its business. Service interruptions and remedies are addressed in Section 15, subject to Section 18.

6. Restrictions

Customer must not copy or redistribute the Software except as licensed; sublicense, rent, or resell access; exceed device or usage limits; remove proprietary notices; circumvent security or licensing; introduce malicious code; access systems without authority; or use the Software unlawfully. Customer must not modify, decompile, or reverse engineer proprietary components except to the extent applicable law or an applicable component license permits despite this restriction. Where lawful, Customer should first request available interoperability information from SAPEX.

Customer must not use confidential code, nonpublic protocols, or unlawfully obtained technical information to develop a competing product. This Agreement does not prohibit lawful independent development, permitted interoperability, good-faith security reporting, or honest reviews. Optional telemetry controls may be used as provided; disabling optional analytics is not license circumvention.

The Software is a printing-production tool, not a safety controller. It must not be used as a medical, life-support, aircraft-control, nuclear-safety, or comparable critical protective system. Ordinary commercial printing within the intended product scope is not prohibited merely because printing equipment requires safe operation.

7. Ownership and feedback

SAPEX and its licensors retain all rights in the Software, documentation, and related intellectual property. Customer retains its rights in User Content and lawfully created Output, subject to third-party rights. No ownership of Customer's artwork is transferred by processing it.

Customer grants SAPEX a worldwide, perpetual, royalty-free license to use voluntarily supplied product suggestions and feedback to develop and improve its products. This does not authorize unrelated publication of confidential Customer material, personal information, or artwork accompanying a support request.

8. Customer content and records

8.1 Necessary processing. Customer permits the processing of User Content necessary to execute requested functions and, for content actually submitted to SAPEX or its providers, to provide the requested service, support, security, or claim investigation. This permission is limited by the Privacy Policy and applicable feature disclosures. It does not itself authorize undisclosed uploads of local print files or unrelated model training.

8.2 Rights and approvals. Customer is responsible for rights to content, customer instructions, permissions, and the legal use of Output. SAPEX does not review every file for ownership, infringement, accuracy, or suitability. Do not submit specially regulated or highly sensitive information to online or support functions unless the relevant service is expressly offered for that information.

8.3 Backups. NXRIP is not an archival service. Customer must retain independent copies of original files, profiles, important settings, and business records. Support uploads and temporary files are not a substitute for Customer backups. Personal information and submitted materials are handled under the applicable privacy notice and legal retention requirements.

9. Automated processing and Output review

Automated nesting, file analysis, image processing, background removal, upscaling, color processing, and similar functions can produce unexpected or incorrect results. Some use statistical or AI methods; not every function is probabilistic. Upscaling can alter or generate details and does not recreate an unavailable original.

Customer must review the relevant job settings, dimensions, quantities, separations, channel order, color and white layers, and physical results appropriate to its workflow before committing valuable production. Results can change with files, materials, profiles, settings, versions, and equipment. No automated preflight or preview detects every issue. Customer remains responsible for approving Output for its customer's requirements.

10. Printing modes, printer configuration, and commercial equipment risk

10.1 Optional workflow choice. File Output Mode and available Direct Printer Mode are covered by this single Agreement. Direct Printer Mode is off until Customer selects it. Customer may leave it off or return to File Output Mode. Changing the mode does not undo settings already written to a printer or stop work already accepted by the printer.

10.2 File Output Mode. In this workflow Customer chooses how and when exported Output is loaded into downstream software or hardware. File generation is not a certification that every downstream device will interpret the Output correctly. The same production-review and applicable equipment-risk allocation provisions apply to Customer's use of exported Output.

10.3 Direct and automatic communication. Depending on the integration and selected settings, Direct Printer Mode can send jobs, raster data, commands, parameters, and maintenance or status requests; receive responses; and read, write, import, export, change, replace, or reset Printer Configuration, including persistent settings. Communication and configuration updates can be routine, repeated, automatic, or in the background as part of initialization, polling, synchronization, queues, hot folders, reconnection, recovery, and normal job processing. The Software need not ask for separate legal or per-command confirmation each time it performs these supported functions.

10.4 Scope of operational authorization. Selecting a workflow and its settings authorizes the operations reasonably described for that workflow and requested by Customer or its Authorized Users. It does not authorize SAPEX to take unrelated control of equipment or transform an unintended software malfunction into an intentionally requested operation. The risk provisions below address errors, including unintended results, without representing that errors are impossible.

10.5 Setup and operating responsibilities. Customer must select appropriate printer, controller, firmware, printhead, and channel settings; follow applicable equipment instructions; maintain required safeguards; and keep reasonable backups or recovery records of configuration that its workflow can change. Before relying on a new setup or a material change for valuable production, Customer must carry out appropriate checks and a supervised test using suitable test material. Where a complete backup is not technically supported, Customer must assess and use available recovery procedures rather than assume a full restore is possible. These are operating responsibilities, not conditions requiring an in-app checklist, a legal wizard, or repeated acceptance.

10.6 Nature of the risk. Software defects, inaccurate compatibility information, configuration or support errors, hardware or firmware behavior, interrupted or duplicated communication, power or network problems, and operator error can cause incorrect commands or unexpected equipment responses. Consequences can include altered, lost, or corrupted settings; loss of calibration or channel mapping; an unusable printer or controller; damage to printheads, electronics, or other equipment or property; required diagnosis, restoration, recalibration, repair, or replacement; wasted material; lost data; and production interruption. Printing equipment also presents physical safety risks. Customer must stop an affected operation and investigate abnormal behavior rather than continue relying on it.

10.7 Compatibility statements. A supported model or integration identifies intended compatibility within the stated requirements; it is not an OEM safety certification or a guarantee for every firmware revision, modification, or configuration. Prior successful use does not establish compatibility after a material change. Nothing here permits false compatibility claims or removes a non-excludable express obligation.

10.8 Customer's equipment and support. Customer retains custody, maintenance, backup, and day-to-day operating responsibility for its Printer System. Unless an express signed service commitment states otherwise, SAPEX does not undertake equipment servicing, configuration restoration, field repair, manufacturer support, or payment of technician, component, travel, freight, or replacement costs. Requested support does not make SAPEX the insurer or custodian of the equipment. Assistance remains subject to this Agreement and any duty that cannot lawfully be excluded.

10.9 ASSUMPTION OF COMMERCIAL RISK AND RELEASE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER ASSUMES THE COMMERCIAL EQUIPMENT, CONFIGURATION, MATERIAL, DATA, AND PRODUCTION RISKS DESCRIBED IN THIS SECTION AND RELEASES THE SAPEX PARTIES DEFINED IN SECTION 18 FROM CUSTOMER'S CLAIMS FOR THOSE LOSSES, INCLUDING CLAIMS ARISING FROM SAPEX'S ORDINARY NEGLIGENCE IN DESIGN, DEVELOPMENT, TESTING, INTEGRATION, COMPATIBILITY INFORMATION, DOCUMENTATION, OR SUPPORT. THIS PROVISION APPLIES TO BOTH OPERATING MODES AND TO AUTOMATIC, REPEATED, AND CONFIGURATION-CHANGING OPERATIONS. IT IS SUBJECT TO SECTION 18.6 AND DOES NOT PURPORT TO RELEASE INDEPENDENT RIGHTS OF A PERSON WHO HAS NOT AGREED.

10.10 Remedies and records. For a suspected integration issue, Customer should stop the affected direct workflow and use an available alternative until the issue is assessed. SAPEX may offer a correction, workaround, temporary license, or other assistance; no particular repair outcome or completion time is guaranteed unless expressly agreed. Sections 15 and 18 control contractual service remedies and any surviving liability. Preserve reasonably available diagnostic and configuration records relevant to an incident, subject to safety, mitigation, privacy, and Section 18.8.

11. Third-party technology

Operating systems, printers, controllers, drivers, firmware, payment services, hosting, and other third-party technology have their own requirements, licenses, and limitations. SAPEX does not control independent third parties or guarantee their continued availability or compatibility. This does not exclude SAPEX's own obligations merely because it uses a provider.

Third-party names are used to describe integrations and do not imply endorsement. Included open-source or third-party components retain their applicable licenses and required notices. This Agreement neither changes those licenses nor supplies rights SAPEX does not possess.

12. Updates and discontinuation

SAPEX may release updates and make reasonable technical, security, compatibility, or product changes. It does not promise a roadmap item, permanent support for a particular obsolete version, or an unchanged third-party integration. Installation of an update is not itself acceptance of a new contract. Material contractual changes are governed by Section 23.

A confirmed safety or security issue may require restricting an affected function or requiring a correction. Such measures are not permission to delete Customer files, damage equipment, or interrupt an operation unsafely. Customer must follow relevant corrective instructions.

If SAPEX permanently discontinues paid core functionality for convenience, or terminates paid access for convenience, before the end of a prepaid term without a reasonably comparable alternative, Customer is entitled to a refund of the prepaid fees allocable to the unused affected period. This express refund obligation is not reduced by the damages caps. Production, equipment, and consequential losses remain subject to Section 18. No such refund is due for free access or a lawful termination for Customer's material breach.

13. Subscription billing, renewal, and cancellation

13.1 Disclosed charges. The checkout or Order must identify the price, currency, billing interval, applicable taxes, any trial conversion, and the cancellation method before Customer authorizes payment. Fees are normally collected in advance. An advertised monthly equivalent for a prepaid plan is not the amount of an installment unless the checkout expressly offers installments.

13.2 Automatic renewal. A subscription renews at the interval and price Customer authorizes, including any properly notified renewal changes, until canceled. Recurring charges require the affirmative billing authorization presented at checkout. General EULA acceptance alone does not create a payment mandate, start a paid subscription, or authorize an undisclosed trial conversion.

13.3 Cancellation. Customer may stop future renewals through the subscription-management or Stripe billing-portal link provided in its account. Cancellation normally takes effect at the end of the paid period. If the provided cancellation mechanism is unavailable, Customer may send a clear cancellation request from its account email to info@nxrip.com; SAPEX will use the time of receipt, subject to reasonable verification, to determine whether a renewal should be stopped. Ordinary technical-support messages and uninstalling do not by themselves cancel a subscription.

13.4 Refunds. Except for an express refund in this Agreement or an Order, or mandatory law, payments are not refundable for unused time, reduced usage, changing one's mind, or ordinary partial-period cancellation. This does not authorize duplicate, unauthorized, or legally improper charges. Customer retains non-waivable payment-dispute rights.

13.5 Renewal changes. SAPEX may change renewal pricing or commercial plan terms after at least 30 days' notice, or a longer applicable period. A new price does not apply to time already prepaid. Customer can cancel before the change. New affirmative authorization will be obtained where required. Material changes to liability or dispute provisions follow Section 23 rather than being inferred from a price notice.

13.6 Payment status and taxes. Customer must provide a valid payment method and is responsible for applicable transaction taxes other than SAPEX's income taxes. Failed or overdue payments can lead to retries and suspension of unpaid access under the disclosed billing policy. Previously paid access is not extended by an incomplete new payment. Applicable trial and approved no-charge entitlements are separate. Stripe processes payments as a service provider and is not substituted for SAPEX as the licensing counterparty.

13.7 Billing records. SAPEX may keep subscription, invoice, transaction, acceptance, and authorization records as described in its Privacy Policy and required by law. Where Stripe-hosted fields collect card details, SAPEX receives only the payment and limited billing information that the integration provides, not a contractual right to undisclosed payment credentials.

14. Trials and pre-release features

An ordinary trial license allows evaluation using the functions and operating modes supplied with that license, subject to the same equipment and production responsibilities. A trial is not automatically a beta build. A function is not classified as experimental merely because it communicates directly with a printer.

A build or feature clearly identified as beta, preview, or experimental can be incomplete or less stable and may have stated testing restrictions. SAPEX may discontinue free or pre-release access, and does not guarantee a commercial release, support level, or migration. Trial duration and any conversion to paid access are governed by the disclosed offer and separate billing authorization. Free access does not excuse required contract acceptance or authorize repeated trial abuse.

15. Support, interruptions, and limited service remedies

15.1 No general SLA. Unless an Order or separately signed service-level agreement says otherwise, SAPEX offers no guaranteed uptime, response time, repair time, resolution deadline, on-site service, or production availability. Licensing, activation, downloads, support, and online functions can be interrupted by defects, maintenance, infrastructure problems, third-party failures, security incidents, or other causes. An interruption can last hours or days.

15.2 Defined outage remedy. If a verified service interruption within SAPEX's reasonable control continuously prevents use of all paid core functionality for more than 24 consecutive hours, Customer may request a subscription extension or account credit. SAPEX chooses between those two forms. The amount is the prorated value of the affected time beyond the first 24 hours, up to one monthly equivalent of the affected subscription for the incident. Requests should be made within 30 days after restoration with reasonable supporting information. Restoration or a temporary license ends the period of prevented access but does not erase an extension or credit already due under this paragraph.

15.3 Scope. This specific remedy does not apply to unpaid or free access, a problem confined to Customer's network or equipment, misuse, a lawful suspension, or an outage that leaves core licensed production functions available. An account credit is not cash or transferable value. Apart from express refunds and mandatory remedies, no cash refund or equipment or production compensation is promised for a temporary interruption. Related claims remain subject to Section 18.

15.4 Prolonged complete nonperformance. If paid core functionality remains entirely unavailable because of a verified SAPEX-controlled failure for 30 consecutive days after Customer's written notice, and SAPEX provides no reasonably comparable way to use it, Customer may end the affected subscription and receive the unused prepaid portion. This is not an uptime promise or compensation for production loss. The express unused-fee refund is not reduced by the damages caps.

15.5 Support scope. Support may reasonably request version details, relevant diagnostics, a reproducible example, or a compatible setup. Customer should submit only necessary material. Remote access occurs only when Customer deliberately authorizes the session through the support tool; general EULA acceptance does not authorize unsolicited access. SAPEX does not promise recovery of files, configuration, hardware warranties, or payment of independent service expenses.

16. Suspension and termination

SAPEX may reasonably restrict unpaid, unauthorized, unlawful, infringing, compromised, or materially abusive access. Where practicable, SAPEX will give notice and an opportunity to correct a curable material breach, normally 10 days. Immediate suspension or termination may be appropriate for fraud, piracy, serious security or safety concerns, or legally prohibited use.

A restriction should address the affected access where practicable. Contract terms do not authorize destructive license enforcement or unsafe printer commands. Paid termination for convenience is subject to Section 12. On expiration or lawful termination, the license ends, but Customer retains its own content and lawfully created Output and may retain contract and billing records. Accrued payment duties, ownership, confidentiality, enforceable risk allocation, indemnity, and dispute provisions survive as appropriate.

17. Warranty exclusions

EXCEPT FOR EXPRESS UNDERTAKINGS IN THIS AGREEMENT OR A SIGNED ORDER, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE, OUTPUT, PRINTER COMMUNICATION, CONFIGURATION FUNCTIONS, SUPPORT, AND ONLINE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." SAPEX DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

SAPEX DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION, A PARTICULAR PRODUCTION RESULT, UNIVERSAL COMPATIBILITY, PRESERVATION OR RESTORATION OF PRINTER SETTINGS, CORRECT EXECUTION OF EVERY COMMAND BY THIRD-PARTY EQUIPMENT, OR THE ABSENCE OF EQUIPMENT DAMAGE OR DATA LOSS.

These exclusions do not override a specific express promise that cannot lawfully be disclaimed, applicable open-source rights, or non-waivable warranties or remedies. Advice and demonstrations do not create an additional contractual service guarantee unless expressly agreed or imposed by applicable law.

18. Liability limits and commercial loss allocation

18.1 Protected parties. "SAPEX Parties" means SAPEX and its officers, members, managers, employees, contractors, affiliates, and licensors acting in connection with the Software. The following allocations apply only to the extent permitted by law and subject to Section 18.6.

18.2 EXCLUDED BUSINESS LOSSES. THE SAPEX PARTIES ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR LOST PROFIT, REVENUE, ORDERS, CUSTOMERS, GOODWILL, PRODUCTION, USE, OR DATA, ARISING FROM THE SOFTWARE, OUTPUT, SUPPORT, LICENSING, OR THIS AGREEMENT, EVEN IF SUCH LOSSES WERE FORESEEABLE OR THEIR POSSIBILITY WAS DISCLOSED.

18.3 EQUIPMENT AND CONFIGURATION LOSSES. THE SAPEX PARTIES ARE NOT LIABLE TO CUSTOMER FOR ALTERED, LOST, OR CORRUPTED PRINTER CONFIGURATION; LOST CALIBRATION OR MAPPING; DAMAGED OR UNUSABLE PRINTERS, PRINTHEADS, CONTROLLERS, ELECTRONICS, OR OTHER BUSINESS EQUIPMENT OR PROPERTY; RESTORATION, DIAGNOSIS, RECALIBRATION, REPAIR, REPLACEMENT, TECHNICIAN, SHIPPING, OR MANUFACTURER COSTS; WASTED INK, FILM, POWDER, MEDIA, GARMENTS, LABOR, OR OTHER MATERIALS; REPRINTS, CUSTOMER REFUNDS, OR THE COST OF SUBSTITUTE PRODUCTION. THIS EXCLUSION APPLIES WHETHER THESE LOSSES ARE CLASSIFIED AS DIRECT OR INDIRECT AND INCLUDES CLAIMS BASED ON SOFTWARE DEFECTS, INCORRECT COMMANDS, AUTOMATIC CONFIGURATION UPDATES, COMPATIBILITY OR SUPPORT ERRORS, AND A SAPEX PARTY'S ORDINARY NEGLIGENCE.

18.4 GENERAL DAMAGES CAP. IF LIABILITY SURVIVES THE APPLICABLE RELEASES AND EXCLUSIONS, THE TOTAL AGGREGATE LIABILITY OF ALL SAPEX PARTIES FOR CUSTOMER'S CLAIMS WILL NOT EXCEED THE LESSER OF THREE MONTHLY EQUIVALENTS AND THE TOTAL LICENSE FEES ACTUALLY PAID FOR THE AFFECTED SUBSCRIPTION, OR US \$50 FOR WHOLLY FREE, TRIAL, OR EVALUATION ACCESS. A monthly equivalent is the recurring license fee actually paid for the billing term covering the first event giving rise to the claim, divided by the number of months covered (one, six, twelve, or the applicable interval). Exclude taxes, refunded amounts, and unrelated purchases. If access has ended, use the last applicable paid term. This formula does not turn an annual customer's cap to zero just because the annual payment was made more than three months earlier.

18.5 EQUIPMENT-CLAIM FALLBACK CAP. IF A RELEASE OR COMPLETE EXCLUSION OF A PRINTER-COMMUNICATION, PRINTER-CONFIGURATION, EQUIPMENT-DAMAGE, OR RELATED SUPPORT CLAIM IS NOT ENFORCED, ALL SUCH CLAIMS TOGETHER ARE LIMITED TO THE LESSER OF THE GENERAL CAP AND ONE MONTHLY EQUIVALENT OF THE AFFECTED SUBSCRIPTION; FOR WHOLLY FREE ACCESS, THE FALLBACK IS US \$25. These are aggregate ceilings, not amounts per command, head, printer, claimant acting through Customer, or incident. A related series of events is treated together. Different claim categories cannot be stacked to exceed the general aggregate cap. The caps do not establish a guaranteed payment.

18.6 NON-EXCLUDABLE RIGHTS AND EXPRESS REFUNDS. Nothing in this Agreement excludes or limits liability for fraud, intentional misconduct, gross negligence or willful or wanton conduct to the extent it cannot lawfully be limited; death or personal injury caused by negligence where exclusion is prohibited; or any other liability, duty, consumer protection, statutory remedy, or privacy right that cannot lawfully be waived. The equipment and commercial release does not purport to waive an independent bodily-injury claim of a person who has not agreed. Express unused-fee refunds under Sections 12, 15.4, or 23, correction of unauthorized charges, and legally required remedies are not reduced to the damages cap.

18.7 Independent operation. The permitted releases, exclusions, and caps apply across contract, warranty, tort (including ordinary negligence), and other applicable theories. Each is a separate commercial allocation and is intended to survive failure of another provision or limited remedy to the extent the law allows. Credits or extensions count toward overlapping monetary recovery for the same loss, without double recovery; ordinary corrections and routine support are not assigned an arbitrary value to consume the cap. Customer's agreed fees and valid indemnity duties are not subject to SAPEX's damages cap.

18.8 Incident cooperation. Customer must reasonably mitigate loss and promptly notify SAPEX of an equipment or configuration claim. Preserve available versions, settings, logs, backups, relevant Output, and equipment evidence, and permit proportionate non-destructive investigation. Emergency repairs, safe shutdown, and reasonable mitigation need not wait for SAPEX permission. Failure to cooperate limits a claim only to the extent permitted by law and of actual material prejudice; a delayed notice alone does not automatically forfeit a claim. Timing alone does not prove causation, and neither this paragraph nor a contractual label predetermines the legal burden of proof.

18.9 Persons claiming through Customer. An assignee or subrogee asserting Customer's rights takes those rights subject to applicable contractual defenses to the extent permitted by law. This Agreement does not independently bind a printer owner, employee, insurer, regulator, or other third party asserting its own rights without agreement. No provision prohibits a lawful complaint or report to an authority.

19. Third-party claims and indemnity

19.1 Covered claims. To the extent permitted by law, Customer will defend and indemnify the SAPEX Parties against third-party claims and reasonable resulting defense costs, judgments, and approved settlements arising from Customer's infringement through User Content, lack of authority over equipment, unlawful use, material breach of this Agreement, negligent equipment setup or operation, or Customer's products and printing services. Covered claims can include claims by Customer's clients, equipment owners or lessors, personnel, or parties claiming through Customer.

19.2 Allocation. This indemnity includes covered claims alleging concurrent ordinary negligence by a SAPEX Party to the extent lawful and attributable to the covered Customer conduct or responsibility. It does not require Customer to indemnify a SAPEX Party for loss attributable solely to that party's own defect or negligence independent of covered Customer conduct, or for fraud, intentional misconduct, or other non-indemnifiable conduct. Customer is not required to indemnify SAPEX merely for bringing a good-faith direct claim. The indemnity does not erase a third party's independent rights.

19.3 Procedure. SAPEX must give reasonably prompt notice and appropriate cooperation. Customer may control a covered defense with qualified counsel reasonably acceptable to SAPEX. SAPEX may participate at its own expense, except reasonable separate representation required by a material conflict or Customer's failure to defend may be recoverable to the extent the claim is covered. No settlement may admit a SAPEX Party's fault, impose nonmonetary obligations, or leave it exposed without its consent, not to be unreasonably withheld. Any advance for a mixed claim is subject to lawful allocation and adjustment; a mere allegation does not settle coverage.

20. Confidential information

Customer must protect nonpublic source-related, licensing, security, private beta, and other information reasonably identified as confidential and use it only for the permitted purpose. Exceptions apply to information lawfully known, independently developed, lawfully received without restriction, or public without breach. Required disclosures are permitted, with notice where lawful and practical.

This section does not suppress honest reviews, lawful reporting to regulators, discussion with advisers, or good-faith vulnerability reporting. Confidentiality and proprietary rights do not transfer ownership of Customer's artwork or confidential business materials to SAPEX.

21. Compliance and export restrictions

Customer must comply with export, import, sanctions, and other applicable laws and must not supply the Software to a person or for an end use where prohibited. SAPEX may refuse or restrict access as legally required. This Agreement does not impose a country prohibition broader than applicable law merely by referring to sanctions, and does not warrant that every feature is available in every jurisdiction. Mandatory refund or other rights remain unaffected.

22. Disputes, arbitration, and North Carolina law

22.1 Informal resolution. A party should first send written notice identifying the account, facts, and requested relief. Send SAPEX notices to info@nxrip.com with subject "LEGAL NOTICE - DISPUTE." The parties will try in good faith to resolve the matter for 30 days after receipt. Applicable limitation periods are tolled during that process to the extent legally effective; either party may file when necessary to preserve rights or seek urgent relief.

22.2 INDIVIDUAL ARBITRATION. Except as stated below, disputes arising from this Agreement, the Software, or an Order will be resolved by one neutral arbitrator through the American Arbitration Association (AAA) under its applicable Commercial Arbitration Rules. The Federal Arbitration Act governs this arbitration agreement. An enforceable arbitration agreement generally replaces a court trial for arbitrable claims. The AAA Consumer Arbitration Rules and required consumer protections apply where the transaction qualifies under those rules or mandatory law. Rules and filing information are available from AAA at adr.org.

22.3 Procedure and expense. The agreed commercial venue is Raleigh, North Carolina, with remote hearings or documents-only procedures available under the applicable rules and arbitrator's directions. Consumer hearing-location rights and mandatory accessibility protections control where applicable. Fees and arbitrator compensation follow the applicable AAA rules and mandatory law; SAPEX will pay amounts those rules require it to pay. SAPEX's own administration or defense costs are not eliminated by the damages caps. Each party bears its own lawyers' fees unless a valid law or applicable contract provision authorizes an award. Formation of this arbitration agreement and enforceability of its class waiver are for a court where the law so requires; the arbitrator decides the merits within lawful authority.

22.4 Individual proceedings. To the extent lawful, neither party may bring arbitrated claims as a class or representative action, and no class arbitration is authorized. This does not prevent lawful representation by shared counsel, legally required administrative coordination, regulatory reporting, or non-waivable public relief. If a

particular restriction is invalid, the affected claim or remedy proceeds in the competent court and the remainder remains subject to arbitration if separable.

22.5 Exceptions. Either party may use an eligible small-claims court or seek temporary court relief needed to protect rights pending arbitration. Claims that cannot legally be arbitrated remain in court. If AAA refuses or cannot administer, the parties may agree on a substitute; absent agreement within 30 days, either may use the competent court, subject to any contrary mandatory rule. Nothing forces a consumer to pay business-level arbitration charges contrary to applicable rules.

22.6 Governing law and courts. North Carolina law governs, excluding conflict rules, subject to mandatory law that cannot be displaced. The UN Convention on Contracts for the International Sale of Goods does not apply. For matters properly in court, the parties consent to the competent state courts in Wake County, North Carolina, or the corresponding federal district court if it has jurisdiction, except where non-waivable venue rights require otherwise. This is an agreed forum, not a representation about SAPEX's registered-office address. This Agreement does not impose a separate pre-dispute waiver of a jury in court proceedings; applicable law governs any jury right.

23. Versions, changes, and transition

23.1 Accepted version. The applicable version is the one Customer actually accepts, preserved with its acceptance record. Reopening the application, changing a device, printer, firmware, profile, or operating mode, or renewing at unchanged terms does not require acceptance of the same version again. A new individual acting for a different Customer must have that Customer's own valid acceptance.

23.2 Material changes. SAPEX may propose a revised version with notice and a reasonable opportunity to review it. A material change to legal obligations requires affirmative acceptance rather than being inferred from continued use. Normally it applies at the next renewal unless Customer elects to accept earlier. New requirements imposed directly by mandatory law may apply as the law requires without being disguised as consent to unrelated commercial changes.

23.3 Existing prepaid access. Declining a proposed version does not by itself forfeit existing prepaid access under the prior applicable terms. SAPEX may stop renewal under terms it will no longer offer with appropriate notice. Where keeping the prior paid functionality is not reasonably possible and no comparable alternative is offered, Customer may terminate and receive the unused prepaid portion. No retroactive increase in liability limitations or waiver of an accrued claim is imposed by publication.

23.4 Consolidation. On acceptance, this version prospectively replaces earlier NXRIP EULA versions and associated separate Direct Printer Mode risk acknowledgments for the same licensed use. Their historical records remain relevant to earlier events. No new separate risk acknowledgment is incorporated. Brief feature descriptions and mode-selection controls explain operation; they do not replace the accepted Agreement or create a second contract.

24. Notices and contact

SAPEX LLC, North Carolina, United States. Contact for licensing, contract notices, billing assistance, and privacy requests: info@nxrip.com. Current legal documents and archived versions are available through the NXRIP application's Legal links and the NXRIP legal website.

Operational and legal notices may be sent to the account email or delivered through the account or application. Customer must keep its address current. Notice delivery and actual contract acceptance are different events. Electronic communication does not exclude any mandatory form of service or notice. Section 13 provides a cancellation fallback if the normal billing controls are unavailable.

25. General terms

The parties are independent contractors. This Agreement creates no employment, agency, partnership, or fiduciary relationship. Customer may not transfer a license or this Agreement to an unrelated entity without SAPEX's permission unless applicable law requires otherwise. SAPEX may assign the Software business and this Agreement in a reorganization or sale, subject to existing obligations and applicable law.

Neither party is responsible for a delay caused by circumstances genuinely beyond its reasonable control to the extent legally excused. Calling an event a third-party failure does not automatically excuse a party's own separate breach. Express refunds and mandatory duties remain subject to their terms.

If a provision is unenforceable, it is severed or limited only as the law permits, without rewriting the commercial bargain or automatically invalidating independent valid provisions. Failure to enforce once is not a general waiver. Except for the SAPEX Parties expressly protected by appropriate provisions, no third-party beneficiary rights are created. This Agreement and the applicable agreed Order form the agreement on the licensed use and replace prior inconsistent proposals prospectively. Electronic counterparts and reproducible acceptance records may establish the contract. Any translation is for convenience unless an authoritative translation or mandatory local-language rule applies; English is otherwise the controlling text.