



[EMULATOR DVS HARDWARE SETUP GUIDE]



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Welcome

Congratulations! You now own EMULATOR!

Thank you for trust in Smithson Martin Inc.

You are one of the first in the world to own this amazing technology. Do us proud and rock the Emulator at every gig! Feel free to send us your photos, videos and anything you want and we will post it on our blog and our website if it makes the cut.

We are DJ's just like you and we know how hard you work, so if you have any technical questions at all or just feel like talking, we are all ears. Email us anytime at support@smithsonmartin.com and we will do whatever it takes to sort out your issue.

Follow these simple instructions to get this up and running quickly and painlessly. Remember, if you get stuck or have any questions at all, read this manual, check our forum and then if you are still stuck, send a quick email to support@smithsonmartin.com and we will have an answer to you as soon as possible.



Package Content

Emulator Hardware Version

- Folding Z-Style Stand for screen.
- Projector with all cables.
- Screen with USB and Power cables.
- Emulator boxed software, USB card with software & manuals.

Emulator Boxed Software

- Emulator boxed software, USB card with software & manuals.

Download version

- Download version is provided as digital web content and is not provided with any kind of box, media storage or accessories.
- Include manuals and software in digital file format.

Prerequisites

Minimum system requirements

Windows® 7 Home Premium or better (32/64 bit)

Dual Core CPU 1.3 GHz (not Atom)

1 GB RAM

ASIO sound card

Multi-Touch Tablet PC or Multi-Touch screen

Emulator FT requires a resolution of 1280×800

System suggested

Windows® 7 Home Premium or better (64 bit)

Intel I3 CPU

4 GB RAM

ASIO sound card

Multi-Touch Tablet PC or Multi-Touch screen

Emulator FT require a resolution of 1280×800

Mac

Every Intel Mac lets you install and run Windows at native speeds, using a built-in utility called Boot Camp. Emulator is compatible with Boot Camp.

Minimum system: MAC with I3, I5, I7 processor or better. Older Mac machines with video card M320 can cause several audio drops.



Emulator DVS Hardware Setup

Emulator DVS Hardware Setup

When the stand is unpacked it will look like this:



Loosen the safety screws on each side of the stand:



Press the quick-release button and extend the stand to its maximum length (i.e. 5 clicks):

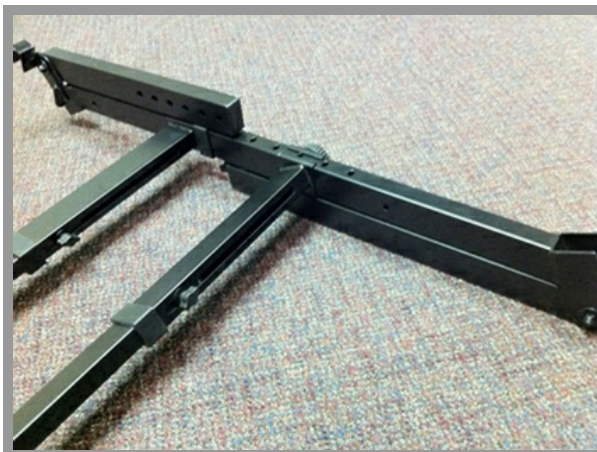


(Before)



(After)

Re-attach the crossbars



For the 32" screen:

- Attach Bar #1 to hole "A"
- Attach Bar #2 to hole "C"



For the 42" screen:

- Attach Bar #1 to hole "A"
- Attach Bar #2 to hole "D"

Flip base legs and screen arms and set-up stand into its upright position:



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Loosen safety screws on the crossbars and widen stand accordingly to match the width of the multi-touch screen.
Place the touch screen on the stand:



Attach the projector mount plate and place it over. Connect VGA cable (or HDMI cable) to laptop:



About lining up the projector image

We suggest opening a program such as Internet Explorer so you can display a bright and white maximized window on the multi-touch screen, this will help you line up the edges of the image with the inner frame of the multi-touch screen.

Start off by making sure the projector mount is positioned correctly so that the projected image is centered.

Using the menu button on the projector navigate to the “Display” menu and adjust the “Overscan” setting so the image properly fits within the multi-touch screen frame. Then use the “Keystone” setting so the image is straight.

Once the image is centered and straight, navigate to the projector’s “Setup” menu and choose the rear projection option.



Connect USB and power to multi-touch screen

For the 32" screen



- Attach power adapter and the single end of the dual USB cable.

For the 42" screen



- Attach the single end of the dual USB cable to the multi-touch screen.



- Attach split end of dual USB cable to laptop.



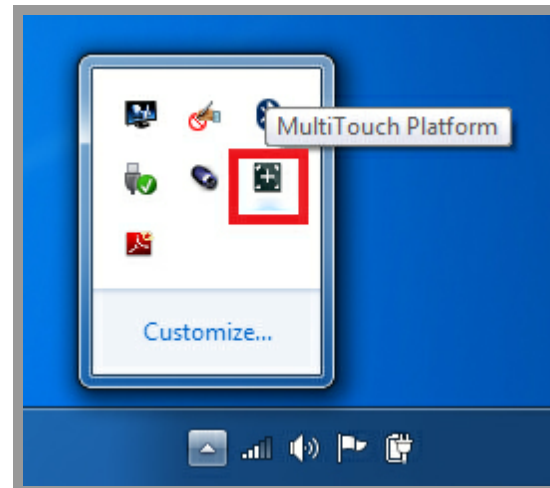
- Attach the power adapter to the short half of the dual USB cable. Attach the other half of the dual USB cable to the laptop.

Note: If the laptop's USB power output is sufficient the split USB cable can power the multi-touch screen should the power adapter become unplugged, but we recommend using the power adapter to take the power workload away from the laptop.

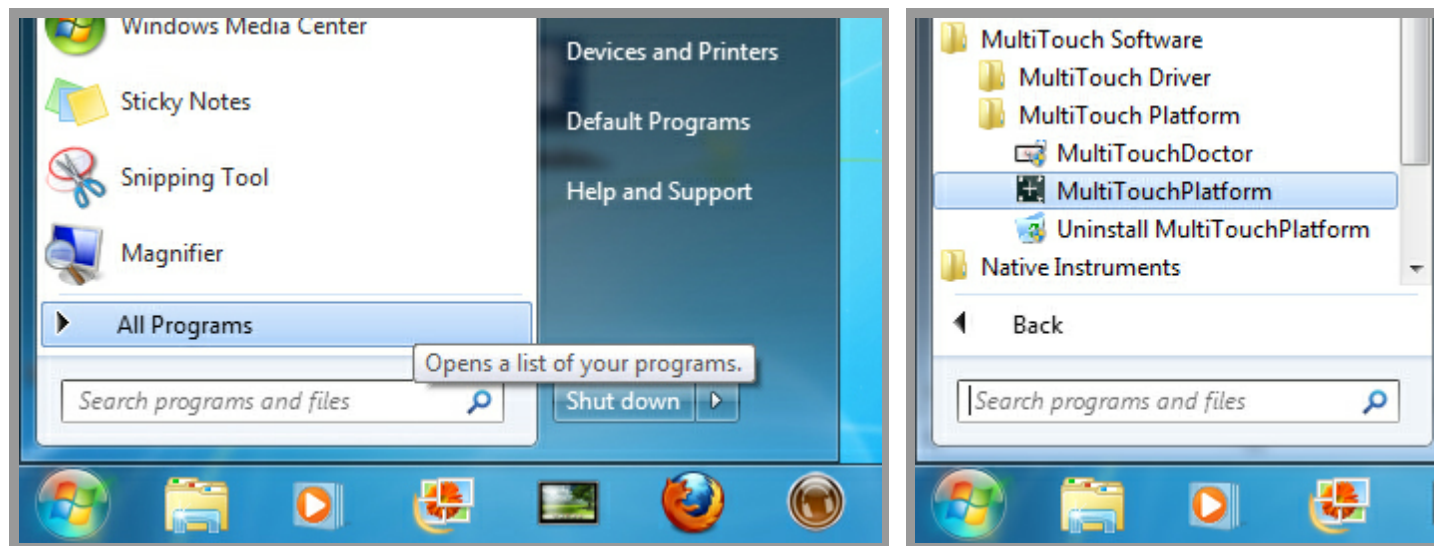
Screen Calibration

To calibrate the multi-touch screen you must first download and install the driver software from our web site http://www.smithsonmartin.com/files/mt_driver_kit.zip, you can find this file in the USB card.

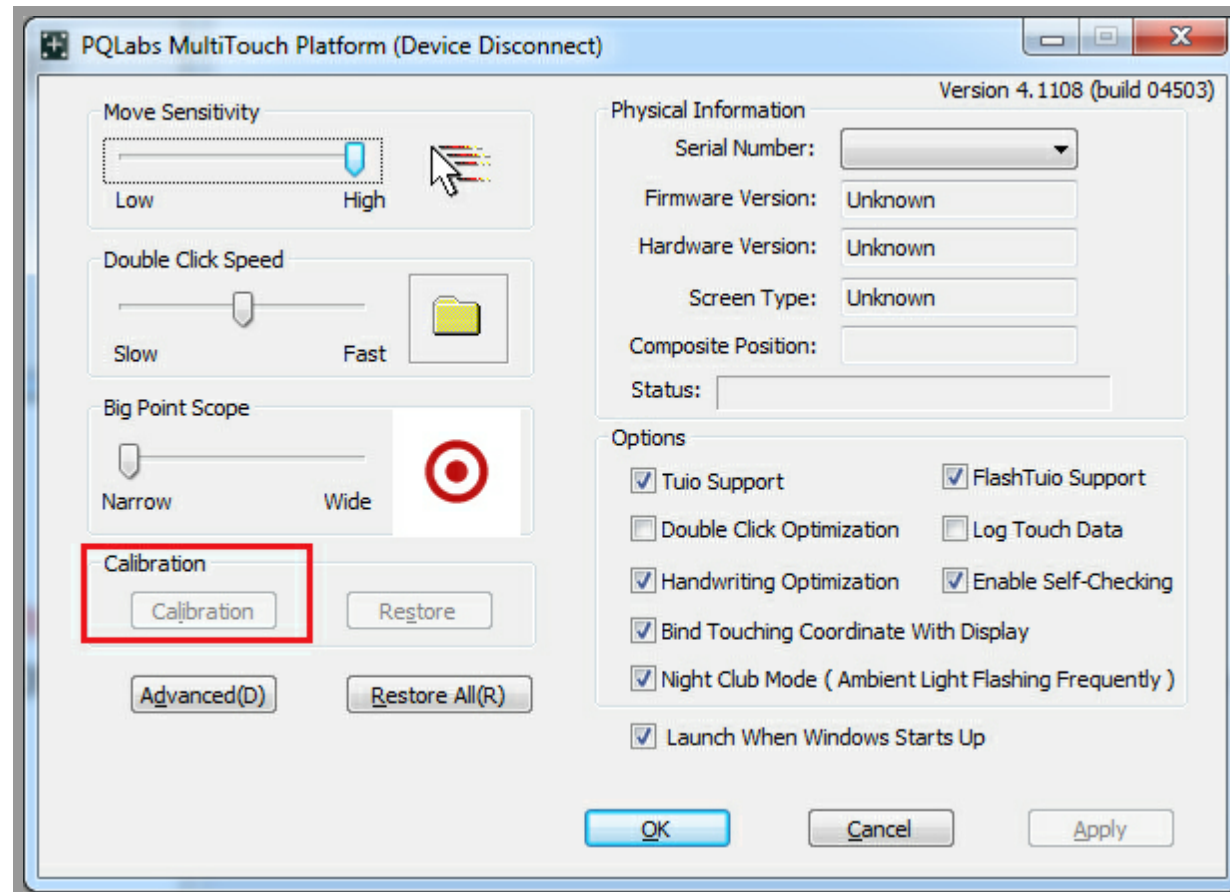
Once the driver is installed you need run the calibration tool. You can find the calibration tool, on the system tray.

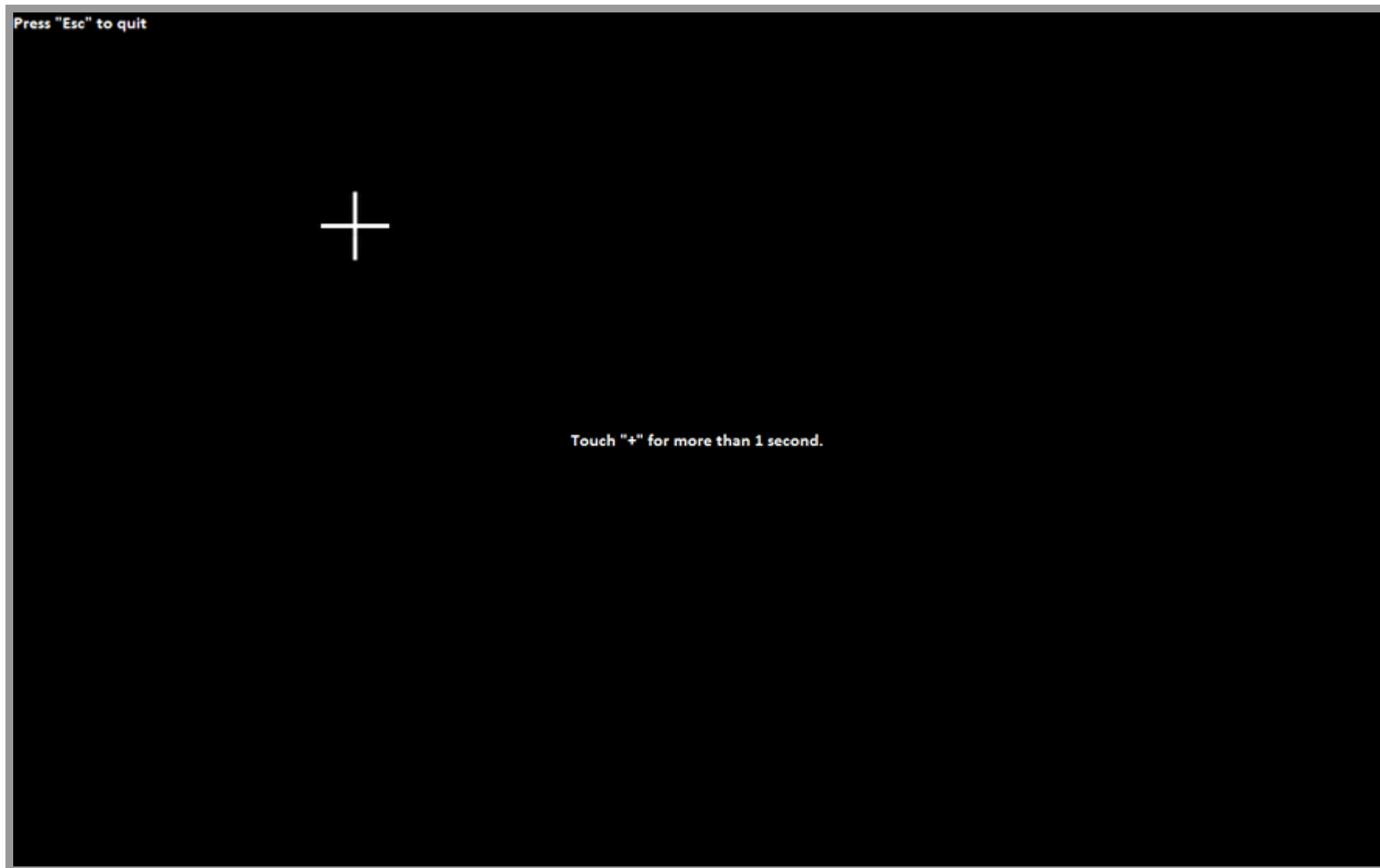


Also, you can find and run the calibration tool from the folder "All programs". Inside this, search the folder "multitouch software" and run "MultitouchPlataform" application.



Please check the Night Club Mode(Ambient Light Flashing Frequently) is checked by default.
Configure all the values that are shown in the screen below, click the "Calibration" button, a new window will open, then follow the prompt to touch four (4) points on the screen.





Your multi-touch screen will be properly calibrated and you can close the calibration software.



Attach audio interface to laptop via USB. Connect both ¼" to RCA Y-adaptor cables (supplied with audio interface) to available line-in inputs on DJ mixer (each pair of RCA's should go to separate mixer channels).



We suggest using output “A” from the audio interface as your master out, and using output “B” for your headphone out. Leave the “cue” or “pfl” engaged on the mixer channel designated for the headphones (you can select which deck you want to listen to in the headphones by touching the “MO” buttons within the Emulator software). Also, make sure the volume dials on the audio interface are turned up.



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Legal information

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Desktop Cryptography Support. The Software may include software modules that allow users to extend certain of their existing desktop-based cryptography implementations (such as S/MIME v.3 (or greater) or implementations based on the RFC 2440 standards) (each a "Desktop Cryptography Implementation") wirelessly to certain Products. You cannot use each such software module without first obtaining and using a separately available installer. A list of the distributor(s) of the appropriate installer may be found at www.smithsonmartin.com/legal SmithsonMartin Inc. does not provide any portion of the cryptography infrastructure required for the Desktop Cryptography Implementation itself and SmithsonMartin Inc. takes no responsibility for the selection, acquisition, implementation, performance or non-performance, support, accuracy or reliability of any portion of Your cryptography infrastructure, including, without limitation, the selection, accuracy or reliability of the infrastructure software, or any trust signatures, public keys, third party certificates and related services, or any authentication or authentication method, used in conjunction with the cryptography infrastructure. You are responsible for ensuring that You comply with any terms and conditions, rules and regulations respecting Your use of the applicable cryptography infrastructure, certificates, public keys, and any other services or software You may use in conjunction with Your particular Desktop Cryptography Implementation. SmithsonMartin Inc. HAS NO LIABILITY WHATSOEVER FOR ANY ISSUE ARISING FROM OR RELATING TO YOUR DESKTOP CRYPTOGRAPHY IMPLEMENTATION.

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Solution or any part thereof. You also do not acquire any rights in or related to Your Emulator Solution or any component thereof, other than the rights expressly licensed to You under this Agreement or in another mutually agreed upon written agreement that You may have with Smithsonian Inc.. No title and/or any right of possession to the Smithsonian Inc. Product(s) (if any) is granted by virtue of this Agreement. Any rights not expressly granted herein are expressly reserved. The Software, including any copies You make of the Software, is only licensed, and not sold, to You, and the Software, all Documentation and any site(s) which allow You to access any Services are protected by Canadian, U.S. and international copyright and patent laws and international treaty provisions. There are severe penalties both civil and criminal for intellectual property infringement. You agree that nothing in this Agreement shall adversely affect any rights and recourse any remedies, including, without limitation, injunctive relief, that Smithsonian Inc. may have under any applicable laws relating to the protection of Smithsonian Inc.'s intellectual property or other proprietary rights.

Export Restrictions and U.S. Government Licenses. You acknowledge that the Software includes encryption software that may be subject to export, import, and/or use controls by Government Authorities (as hereinafter defined) by way of law or regulation. You agree that the Smithsonian Inc. Products and Software will not be exported, imported, used, transferred, or re-exported except in compliance with the laws and regulations of the national and/or other (sub-national and/or supranational) government authorities with authority over the country(ies) and/or territory(ies) from which the Smithsonian Inc. Products and Software are being exported or to which the Smithsonian Inc. Products and Software are being imported (collectively, the "Government Authority(ies)"). Without limitation, the Smithsonian Inc. Products and Software will not be exported: (i) to any country on Canada's Area Control List; (ii) to any country subject to UN Security Council embargo or action; (iii) contrary to Canada's Export Control List Item 5505; (iv) to countries subject to U.S. economic sanctions and embargoes; and (v) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items. If You have any questions regarding this Section, please contact Smithsonian Inc. at legal@smithsonian.com. You hereby represent that: (1) to the best of Your knowledge You are eligible to receive the Smithsonian Inc. Product(s) and Software under applicable law; (2) You will not use the Smithsonian Inc. Products and Software in the development, production, handling, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or their missile delivery systems, or of materials or equipment that could be used in such weapons or their missile delivery systems, or resell or export to anyone or any entity involved in such activity; and (3) You will ensure that Authorized Users use the Smithsonian Inc. Product(s) and Software in accordance with the foregoing restrictions. You hereby agree to indemnify Smithsonian Inc. from any claims, actions, liability or expenses (including reasonable lawyers' fees) resulting from Your failure to act in accordance with the acknowledgements, agreements, and representations in this Section. Notwithstanding any agreement with a third-party or any provision of law, regulation or policy, if You are any agency of the government of the United States of America, then Your rights in respect of the Software shall not exceed the rights provide under this Agreement, unless expressly agreed upon by Smithsonian Inc. in a written agreement, signed by Chief Operating Officer or Chief Executive Office of Smithsonian Inc., between You and Smithsonian Inc..

Security. Your Emulator Solution may utilize a level of encryption data security for communications between Your Product and the computer system with which it operates. You assume full responsibility for the establishment of appropriate security measures to control access to Your Product and such computer system.

Confidentiality. You acknowledge and agree that the Software was developed at considerable time and expense by SmithsonMartin Inc. and is confidential to and contains trade-secrets of SmithsonMartin Inc. and its suppliers. You agree to maintain the Software in strict confidence and not to disclose or provide access thereto to any person except to Authorized Users with a need for access to exercise the license rights conferred hereby.

No Reverse Engineering. This Agreement gives You no right to obtain from SmithsonMartin Inc. or its distributors any source code for the Software, and, except to the extent that SmithsonMartinInc. is expressly precluded by law from prohibiting these activities, You agree that neither You nor Your Authorized Users will alter, modify, adapt, create derivative works, translate, deface, decompile, disassemble or Reverse Engineer the Software, or attempt to do so, or permit, acquiesce, authorize or encourage any other party to do the same. For the purposes of this Agreement, “Reverse Engineer” includes any act of reverse engineering, translating, disassembling, decompiling, decrypting or deconstructing (including any aspect of “dumping of RAM/ROM or persistent storage”, “cable or wireless link sniffing”, or “black box” reverse engineering) data, software (including interfaces, protocols, and any other data included in or used in conjunction with programs that may or may not technically be considered software code), service, or hardware or any method or process of obtaining or converting any information, data or software from one form into a human-readable form.

Term. This Agreement shall be effective upon Your agreeing to be bound by the terms of this Agreement (as described in the preamble above) and shall continue in effect unless terminated in accordance with the provisions set out herein.

Remedies and Termination for Default. If You or Your Authorized Users breach this Agreement SmithsonMartin Inc. may, in addition to all other rights and remedies provided by this Agreement or by law, terminate this Agreement and any other license agreement between You and SmithsonMartin Inc. for any other portion of Your Emulator Solution used by You or Your Authorized Users with the Software by providing notice of termination. Without limiting the generality of the foregoing sentence, You will be deemed to be in breach of this Agreement and SmithsonMartin Inc. will have the right to terminate this Agreement upon providing notice if: (1) You or Your Authorized Users fail to comply with or perform a term or condition herein; (2) You materially contravene any other license agreement or terms of service that You may have with SmithsonMartin Inc. for any portion of Your Emulator Solution used by You or Your Authorized Users with the Software, including, without limitation, the terms of any click-wrap or shrink-wrap agreement that You have agreed to on SmithsonMartin Inc.’s website or otherwise; (3) You or any of Your Authorized Users interfere with SmithsonMartin Inc.’s customer service or business operations; or (4) any monthly or other periodic fees or costs associated with Your use of Your Emulator Solution are not paid within thirty (30) days of their becoming due. In

addition, SmithsonMartin Inc. may terminate this Agreement and/or immediately cease to provide the Service(s) without any liability whatsoever to You or Your Authorized Users if SmithsonMartin Inc. is prevented from providing any portion or all of any Service, if applicable, by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other governmental body, or if a notice from a government agency or department indicates either SmithsonMartin Inc. is not permitted to provide any portion, if applicable. Nothing herein shall be construed to require SmithsonMartin Inc. to seek a waiver of any law, rule, regulation, or restriction, or seek judicial review or appeal of any court order. SmithsonMartin Inc. shall not have any liability to You or Your Authorized Users arising from or related to the termination of this Agreement in accordance with this Section.

Effect of Termination. Upon termination of this Agreement: (a) You will cease all use of the Software and, if possible, destroy and/or permanently delete all copies of the Software in Your and/or Your Authorized Users' possession or control; and (b) SmithsonMartin Inc. shall have the right to block any transmission of data to and from the Software, without notice to You. Upon termination of any account You may have with SmithsonMartin Inc., You authorize SmithsonMartin Inc. to delete any files, programs, data and email messages associated with such account, without notice to You. In the event of the termination of this Agreement by SmithsonMartin Inc. pursuant to provisions of this Agreement, You shall pay to SmithsonMartin Inc. all fees (including attorney fees) and related expenses expended or incurred by SmithsonMartin Inc. in the enforcement of any right or privilege hereunder.

Indemnity/Liability. You shall defend, indemnify, and hold harmless SmithsonMartin Inc., SmithsonMartin Inc.'s affiliates, suppliers, successors, agents, authorized distributors and assigns and each of their directors, officers, employees and independent contractors (each a "SmithsonMartin Inc. Indemnified Party") from any claims, damages, losses, costs or expenses (including, without limitation, legal fees and costs) incurred by a SmithsonMartin Inc. Indemnified Party in connection with all claims, suits, judgments and causes of action: (i) for infringement of patents or other intellectual property or proprietary rights arising from combining with or using any device (other than a Product), system or service in connection with Your Emulator Solution or any portion thereof; (ii) for damages arising from the breach of any of the following Sections of this Agreement: "Desktop Cryptography Support", "Use of Your Emulator Solution", "Software and Documentation License", "Your Computer Systems", "Intellectual Property", "Export Restrictions", "Confidentiality", "No Reverse Engineering"; (iii) for any injury, death or property damage arising from Your or Your Authorized Users' negligence or misconduct in connection with Your or Your Authorized Users' use of Your Emulator Solution or any portion thereof; or (iv) for claims made by third persons against SmithsonMartin Inc. arising from or related to Your or Your Authorized Users' use of the Software or Your Emulator Solution or any portion thereof (other than such claims that arise solely from the use of the SmithsonMartin Inc. Product, Software and/or the Service strictly in accordance with the terms of this Agreement and the Documentation which specifically pertains to such version of the Software and/or SmithsonMartin Inc. Products). No remedy herein conferred upon SmithsonMartin Inc. is intended to be, nor shall it be construed to be, exclusive of any other remedy provided herein or as allowed by law or in equity, but all such remedies shall be cumulative.

Limited Warranties.

(a) Software. If during the ninety (90) day period following delivery of the Software to You (the “Warranty Period”), the Software as made available by SmithsonMartin Inc. or any SmithsonMartin Inc. authorized distributor is not capable of performing the functions described in the standard end user Documentation (“Specifications”) when used as specified by SmithsonMartin Inc. in the Documentation applicable to the specific type and version of the Software in conjunction with other unaltered portions of Your Emulator Solution, SmithsonMartin Inc. will, at its sole option and discretion, either make reasonable efforts to correct or provide You with a workaround for such problem (which fix or workaround may be provided to You at SmithsonMartin Inc.’s reasonable discretion in one of a variety of forms, including in the course of telephonic or email customer support provided to You, in a generally available software fix release, on SmithsonMartin Inc.’s web site or in any other form of which SmithsonMartin Inc. advises You) or provide You with a refund for the one time fees paid by You for the applicable Software if You cease to use the Software and the media on which the Software was provided to You and all packaging related thereto is returned to SmithsonMartin Inc. in accordance with Your normal warranty return mechanism (if applicable, point of purchase) within the Warranty Period together with proof of purchase. Notwithstanding anything to the contrary in this Agreement, the above obligation does not apply to updates of the Software. Updates are provided “AS IS” and without warranty of any kind. Upgrades, for which You have paid additional license fees, shall be subject to the warranty set out above for a period of ninety (90) days from the date that the upgrade for any Software is delivered to You. The foregoing is SmithsonMartin Inc.’s only obligation and is Your sole and exclusive remedy for any defects, errors, or problems You may experience related to the Software. The above obligation will not apply if the failure of the Software to perform the functions described in the Specifications is due to: (i) use of the Software in a manner inconsistent with any of Your obligations set out in the Sections of this Agreement entitled, “Your Computer Systems and Airtime Services”, “Desktop Cryptography Support”, “Use of Your Emulator Solution”, “Software and Documentation License”, “Export Restrictions”, “Confidentiality” or “No Reverse Engineering” or in a manner inconsistent with the instructions, including the safety instructions, specified by SmithsonMartin Inc. in the Documentation applicable to the specific type and version of the Software; or (ii) a malfunction or other problem related to any hardware (including those arising from defective Third Party Products), network, software or communication system other than other portions of Your Emulator Solution; or (iii) to any external causes affecting the Software, including the media upon which the Software is provided, such as accident, disaster, electrostatic discharge, fire, flood, lightning, water or wind, or correction of errors attributable to software other than the Software. This paragraph sets out Your sole remedies in respect of the Software and any breach of the warranty for the Software set out herein.

(b) Product(s). The limited warranty, if any, for the SmithsonMartin Inc. Product(s) (“Limited Product Warranty”) is set forth in the applicable Documentation. The Limited Product Warranty is the exclusive warranty for any SmithsonMartin Inc. Product sold under the terms of this Agreement and sets out Your sole remedies in respect of the SmithsonMartin Inc. Products and any breach of the Limited Product Warranty. The following subsections of the Section of this Agreement entitled “General” below are incorporated by reference into the terms of the Limited Product Warranty, as

amended, as required to the extent necessary to apply to the Limited Product Warranty: “Waivers of Default”, “Survival”, “Severability”, “Language” and “Entire Agreement”. By indicating Your acceptance of this Agreement as provided above, You acknowledge that You have read the Limited Product Warranty and agree to its terms.

Disclaimer.

(a) General Warranties. EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, ALL CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF DURABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, MERCHANTABLE QUALITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR TITLE, OR ARISING FROM A STATUTE OR CUSTOM OR A COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED. THE PARTIES ALSO AGREE THAT THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (“UCITA”) AS ENACTED IN ANY STATE SHALL NOT APPLY TO THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW UCITA IS HEREBY EXCLUDED IN ITS ENTIRETY FROM APPLICATION TO THIS AGREEMENT. The limited warranties set out in this Agreement give You specific legal rights. You may also have other rights that vary by state or province. Some jurisdictions may not allow the exclusion or limitation of implied warranties and conditions. To the extent permitted by law, any implied warranties or conditions relating to the Software to the extent they cannot be excluded as set out above, but can be limited, are hereby limited to ninety (90) days from the date You first installed any portion of Your Emulator Solution on any computer.

(b) Service(s). EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW IN YOUR JURISDICTION, EACH SERVICE IS PROVIDED OR MADE ACCESSIBLE “AS IS” AND “AS AVAILABLE”, WITHOUT CONDITION, ENDORSEMENT, GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND BY SmithsonMartin Inc.. SmithsonMartin Inc. DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF ANY SERVICE, CONTINUED AVAILABILITY OF ANY SERVICE, OR THAT ANY MESSAGES, CONTENT OR INFORMATION SENT BY OR TO YOU WILL BE ACCURATE, TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME.

(c) Third Party Content, Third Party Services, Third Party Software, Third Party Websites. EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW IN YOUR JURISDICTION, ALL THIRD PARTY CONTENT, THIRD PARTY SOFTWARE, THIRD PARTY SERVICES AND ACCESS TO LINKED SITES AND OTHER SITES ARE PROVIDED OR MADE ACCESSIBLE BY SmithsonMartin INC. “AS IS” AND “AS AVAILABLE” AND SmithsonMartin INC. SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY THIRD PARTY CLAIMING BY OR THROUGH YOU, FOR ANY ISSUE RELATING TO THE LINKED SITES, OTHER SITES, THIRD PARTY CONTENT, THIRD PARTY SERVICES, OR THIRD PARTY SOFTWARE, INCLUDING, WITHOUT LIMITATION: (A) THE ACCURACY, TRANSMISSION, TIMELINESS OR CONTINUED AVAILABILITY OF SUCH THIRD PARTY SERVICES, THIRD PARTY SOFTWARE, THIRD PARTY CONTENT, LINKED SITES OR OTHER SITES; (B) THE PERFORMANCE OR NON-PERFORMANCE OF THE THIRD PARTY SOFTWARE, THIRD PARTY SERVICES; OR (C) THE INTEROPERABILITY OF THE THIRD PARTY SOFTWARE, THE THIRD PARTY SERVICES OR WITH ALL OR A PORTION OF YOUR EMULATOR SOLUTION. YOU SPECIFICALLY AGREE THAT SmithsonMartin INC. IS NOT RESPONSIBLE OR LIABLE FOR ANY

VIRUSES, OR ANY THREATENING, DEFAMATORY, OBSCENE, TORTIOUS, OFFENSIVE OR ILLEGAL THIRD PARTY CONTENT OR FOR CONTENT THAT INFRINGES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR THE TRANSMISSION THEREOF. YOUR RECOURSE IN THE EVENT OF ANY SUCH CLAIM WITH RESPECT TO ANY THIRD PARTY SOFTWARE, THIRD PARTY SERVICE, OR THIRD PARTY CONTENT, SHALL BE SOLELY AGAINST THE RELEVANT THIRD PARTIES.

(d) Mission Critical Applications. YOUR EMULATOR SOLUTION AND ANY PART THEREOF, IS NOT SUITABLE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING, WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS. YOU REPRESENT AND WARRANT THAT YOU WILL MAINTAIN ADEQUATE DATA RECOVERY AND BACK-UP SYSTEMS, AND IN THE EVENT OF: (1) USE OR SERVICE INTERRUPTION; OR (2) DIFFICULTIES OR ERRORS IN DATA TRANSMISSION; YOU AGREE TO IMMEDIATELY REPORT SUCH ISSUES TO SmithsonMartin INC. AND TO IMMEDIATELY MITIGATE ANY AND ALL LOSSES OR DAMAGES.

Limitation of Liability. Without expanding on the specific remedies set out in the Section in this Agreement entitled “Limited Warranties” above (i) in no event shall the aggregate liability of SmithsonMartin Inc. arising from or related to this Agreement or the Emulator Solution exceed the amount paid by You for that portion of Your Emulator Solution that gave rise to the claim; and (ii) in respect of claims arising from or related to Your Emulator Solution, SmithsonMartin Inc. shall only be liable during the period of any failure, delay or non-performance of Your Emulator Solution.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION AND SUBJECT TO THE SPECIFIC REMEDIES SET OUT IN THE SECTION IN THIS AGREEMENT ENTITLED “LIMITED WARRANTIES” ABOVE, IN NO EVENT SHALL SmithsonMartin INC. BE LIABLE FOR ANY OF THE FOLLOWING TYPES OF DAMAGES: CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR AGGRAVATED DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUES, FAILURE TO REALIZE ANY EXPECTED SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF BUSINESS OPPORTUNITY, OR CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE ANY DATA, PROBLEMS ASSOCIATED WITH ANY APPLICATIONS USED IN CONJUNCTION WITH YOUR EMULATOR SOLUTION, DOWNTIME COSTS, LOSS OF THE USE OF YOUR EMULATOR SOLUTION OR ANY PORTION THEREOF OR OF ANY AIRTIME SERVICES, THIRD PARTY SOFTWARE, THIRD PARTY SERVICES OR THIRD PARTY CONTENT, OR ANY THIRD PARTY PRODUCTS, COST OF SUBSTITUTE GOODS, COSTS OF COVER, FACILITIES OR SERVICES, COST OF CAPITAL, OR OTHER SIMILAR PECUNIARY LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR EMULATOR SOLUTION INCLUDING THE USE OR INABILITY TO USE, PERFORMANCE OR NON-PERFORMANCE OF YOUR EMULATOR SOLUTION, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN, AND EVEN IF SmithsonMartin INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SmithsonMartin INC. SHALL BE LIABLE TO YOU ONLY AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION, SHALL HAVE NO OTHER OBLIGATION, DUTY, OR LIABILITY WHATSOEVER IN CONTRACT, TORT, OR OTHERWISE TO YOU OR YOUR AUTHORIZED USERS INCLUDING ANY

LIABILITY FOR NEGLIGENCE OR STRICT LIABILITY. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY: (A) IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND, OR ACTION BY YOU INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN; AND (B) TO SmithsonMartin INC. AND ITS AFFILIATED COMPANIES, THEIR SUCCESSORS, ASSIGNS, AGENTS, SUPPLIERS (INCLUDING AIRTIME SERVICE PROVIDERS), AUTHORIZED SmithsonMartin INC. DISTRIBUTORS (ALSO INCLUDING AIRTIME SERVICE PROVIDERS) AND THEIR RESPECTIVE DIRECTORS, EMPLOYEES AND INDEPENDENT CONTRACTORS.

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS AGREEMENT CONSTITUTE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS: (A) THE FEES AND OTHER TERMS IN THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT; AND (B) SmithsonMartin INC.'S ABILITY TO OFFER AND YOUR ABILITY TO PURCHASE YOUR EMULATOR SOLUTION OR ANY PORTION THEREOF UNDER THIS AGREEMENT WOULD BE IMPACTED.

IN ADDITION TO THE LIMITATIONS AND EXCLUSIONS SET OUT ABOVE, IN NO EVENT SHALL ANY DIRECTOR, EMPLOYEE, AGENT, DISTRIBUTOR, SUPPLIER, INDEPENDENT CONTRACTOR OF SmithsonMartin INC. OR ANY AFFILIATES OF SmithsonMartin INC. HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT.

NOTHING IN THIS AGREEMENT IS INTENDED TO SUPERSEDE ANY EXPRESS WRITTEN AGREEMENTS OR WARRANTIES PROVIDED BY SmithsonMartin INC. FOR PORTIONS OF YOUR EMULATOR SOLUTION OTHER THAN THE SOFTWARE.

Consent to Collection of Personal Information. By submitting personal information about You and/or Your Authorized Users (which may or may not, depending on applicable law, include, without limitation, a name, email address, telephone number, Product information and information about the use of Your Emulator Solution functionality), to SmithsonMartin Inc., You consent to the collection, use, processing, transmission, and/or disclosure of such information by SmithsonMartin Inc. and/or its affiliated companies, and You warrant that You have obtained all consents necessary under applicable law from Your Authorized Users to disclose their personal information to SmithsonMartin Inc. and/or its affiliate companies and for SmithsonMartin Inc. and/or its affiliated companies to collect, use, process, transmit, and/or disclose such personal information, which may also include the use, processing, transmission, and/or disclosure of such information to Your and/or Your Authorized Users' and/or within SmithsonMartin Inc. and its affiliated companies, for: (a) the internal use of SmithsonMartin Inc. and its affiliated companies, including, without limitation: (i) understanding and meeting Your needs and preferences, (ii) developing new and enhancing existing services and product offerings, and (iii) managing and developing SmithsonMartin Inc.'s business and operations; (b) any purpose related to the billing, activation, provision, maintenance, deactivation and/or Your and/or Your Authorized Users' use of Your Emulator Solution and/or related products and/or services (including the Service); (c) providing You and/or Your Authorized Users with upgrades or updates of the Software, notice of upgrades or updates, Third Party Software,

Third Party Content or Third Party Services and/or related products and/or services (including the Service); (d) any purposes permitted or required by any applicable law; and/or (e) any of the other purposes which are set out in SmithsonMartin Inc.'s then current privacy policy, which may be viewed at www.smithsonmartin.com/legal/privacy. The collection, use, processing, transmission, and/or disclosure of Your or Your Authorized Users' personal information for the purposes noted above are in strict accordance with SmithsonMartin Inc.'s privacy policy and applicable privacy laws. SmithsonMartin Inc. reserves the right to modify its privacy policy from time-to-time in its sole discretion and You agree to regularly review SmithsonMartin Inc.'s privacy policy for any updated information. You agree to inform all individuals whose personal information You provide to SmithsonMartin Inc. that they may have rights to access and correct their personal information under applicable laws and regulations.

Assignment and Delegation. SmithsonMartin Inc. may assign this Agreement without notice to You. You shall not assign this Agreement without the prior written consent of SmithsonMartin Inc. (such consent may be withheld or conditioned at SmithsonMartin Inc.'s discretion) and any assignment without SmithsonMartin Inc.'s prior written consent shall be null and void and of no effect. SmithsonMartin Inc. may perform all obligations to be performed under this Agreement directly or may have some or all obligations performed by its contractor or subcontractors.

Notices. Except as otherwise provided in this Agreement, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered in person, by courier or deposited in the mail, postage prepaid, registered mail, return receipt requested, and addressed to You at the billing address supplied to SmithsonMartin Inc. by You, and addressed to SmithsonMartin Inc. at 2283 Argentia Rd. Unit #22, Ontario, Canada, L5N 5Z2, with a copy (which shall not constitute notice) to SmithsonMartin Inc.'s Vice President, Legal at the same address. In addition to the foregoing, SmithsonMartin Inc. may, at its option, give You any notice under this Agreement electronically. Electronic notice to You shall be deemed to have been duly given when transmitted to an address furnished by You to SmithsonMartin Inc..

Force Majeure. Notwithstanding any other provision of this Agreement, neither Party shall be deemed in default of this Agreement for failure to fulfill its obligations when due to causes beyond its reasonable control. This provision shall not be construed as excusing non-performance of any obligation by either Party to make payment to the other Party under this Agreement.

General.

- i. **Third Party Beneficiaries.** SmithsonMartin Inc.'s affiliates and SmithsonMartin Inc. and its affiliates' directors, officers and employees thereof are intended third party beneficiaries for the purpose of the Sections of this Agreement entitled, "Limitation of Liability" and "Disclaimer". Except as otherwise specifically stated in this Section, the provisions herein are for the benefit of the Parties and not for any other person or entity.
- ii. **Waivers of Default.** No Party is to be deemed to have waived or forfeited any right under this Agreement, whether on the basis of failure, delay or any other legal or equitable doctrine, unless such waiver is made in writing signed by

an authorized signatory of the Party against whom the waiver is sought to be enforced. Waiver of any provision, or any breach of any provision, of this Agreement in one instance shall not constitute a waiver as to any other instance.

iii. Survival. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof shall so survive the completion of performance, cancellation or termination of this Agreement.

iv. Governing Law and Dispute Resolution. If You reside in Canada and the Software is shipped or delivered to You in any format in Canada, this Agreement is to be governed by and construed under the laws of the Province of Ontario. Otherwise, this Agreement is to be governed by and construed under the laws of the State of New York, excluding any body of law governing conflicts of law. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Agreement. Any disagreement or dispute arising out of or relating to this Agreement, or the breach thereof, which the Parties are unable to resolve after good faith negotiations, shall be submitted first to the upper management level of the Parties. The Parties, through their upper management level representatives shall meet within thirty (30) days of the dispute being referred to them and if the Parties are unable to resolve such disagreement or dispute within thirty (30) days of meeting, except to the extent specifically prohibited by applicable law in Your jurisdiction, such disagreement or dispute shall be settled by final and binding arbitration to be conducted in Ontario, Canada in accordance with the Commercial Rules of the American Arbitration Association (“Rules”) and shall be heard by one arbitrator appointed in accordance with the said Rules and to be mutually agreed to by the Parties within thirty (30) days of the appointment of the arbitrator, failing which a neutral third party shall appoint the arbitrator. If the provisions of the foregoing are prohibited by law in Your jurisdiction, the arbitration shall be: (i) held in Your jurisdiction; (ii) settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (“ICC Rules”); and (iii) heard by one arbitrator appointed in accordance with the ICC Rules and to be mutually agreed to by the Parties within thirty (30) days of the appointment of the arbitrator, failing which a neutral third party shall appoint the arbitrator. Each Party shall bear one half of the costs associated with the arbitration proceedings. No dispute between the Parties, or involving any person but You, may be joined or combined together, without the prior written consent of SmithsonMartin Inc.. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. Notwithstanding the foregoing, SmithsonMartin Inc. has the right to institute legal or equitable proceedings, including proceedings seeking injunctive relief, in a court of law for claims or disputes regarding: (i) amounts owed by You to SmithsonMartin Inc. in connection with Your acquisition of Your Emulator Solution or any portion thereof, if applicable; and (ii) Your violation or threatened violation of the Sections of this Agreement entitled, “Desktop Cryptography Support”, “Use of Your Emulator Solution”, “Software and Documentation License”, “Intellectual Property”, “Export Restrictions”, “Security”, “Confidentiality”, “No Reverse Engineering” and “Effect of Termination” of this Agreement. You irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law and irrevocably consent and attorn to the jurisdiction of the courts located in the Province of Ontario or the State of New York, as the case may be, for any such claims arising from or related to this Agreement. The Parties specifically agree that, in the event that there is a dispute under this Agreement and such dispute is to be resolved in a

court of law, such dispute shall not be resolved by jury trial. The Parties hereby waive all rights to a trial by jury in any matter related to or arising from this Agreement.

v. Severability. To the extent any provision or portion thereof of this Agreement is determined to be illegal, invalid or unenforceable by a competent authority in any jurisdiction, then such determination of that provision or portion thereof will not affect: (a) the legality, validity or enforceability of the remaining provisions of this Agreement; or (b) the legality, validity or enforceability of that provision in any other jurisdiction, and that provision (or portion thereof) will be limited if possible and only thereafter severed, if necessary, to the extent required to render the Agreement valid and enforceable.

vi. Language. If this Agreement is translated into a language other than English, the English version will prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof. Unless, and only to the extent, prohibited by law in Your jurisdiction, any and all disagreements, disputes, mediation, arbitration or litigation relating to this Agreement shall be conducted in the English language, including, without limitation, any correspondence, discovery, submissions, filings, pleadings, oral pleadings and arguments, and orders or judgments.

vii. Inconsistency. If there is any inconsistency between this Agreement and any software license or end user agreement (other than this Agreement) provided in the packaging or accompanying materials of any portion of Your Emulator Solution, the provisions of this Agreement shall apply to the extent of the inconsistency. If there is any inconsistency between this Agreement and any software license or end user agreement provided in connection with any upgrades or updates to the Software, the provisions of such other license or end user agreements shall apply to the extent of the inconsistency. In the event of any inconsistency between any documentation provided in the packaging of any portion of Your Emulator Solution and the Documentation for the appropriate Smithsonian Inc. Product or item of Software, the provisions of the Documentation shall apply to the extent of the inconsistency.

viii. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and there are no provisions, understandings, communications, representations, warranties, undertakings, collateral agreements or agreements between the Parties relating to the Software other than as set out in this Agreement. Notwithstanding the foregoing, other agreements between the Parties may govern the use of other components of Your Emulator Solution. This Agreement supersedes any prior or contemporaneous provisions, understandings, communications, representations, warranties, undertakings, collateral agreements and agreements between the Parties, whether oral or written, with respect to the subject matter hereof, and You acknowledge that You have not relied on any of the foregoing in agreeing to enter into this Agreement. This Agreement may be amended at any time upon mutual agreement by the Parties. Except to the extent that Smithsonian Inc. is expressly precluded by applicable law, Smithsonian Inc. further reserves the right to make changes to this Agreement either to reflect changes in business practices, or to reflect changes in or required by law, by providing You with reasonable notice of the change either electronically (as contemplated by the Notice provision above) or by posting notice of the change at www.smithsonmartin.com/legal If You continue to use the Software and/or the Service more than sixty (60) days after notice of the change has been given or You do not contact legal@smithsonmartin.com sixty (60) days after notice of the change has been given to inquire as to Your options, You shall be deemed to have accepted this change.

ix. Compliance With Laws. You will, at Your expense, obtain and maintain all licenses, registrations and approvals required by the government authorities or applicable law in Your jurisdiction for the execution and performance of this Agreement or any related license agreements. In particular and for the avoidance of doubt, You will comply with all applicable laws and regulations and will obtain any necessary license, registration and approval from competent government authorities for the importation and use of any Software that contains commercial encryption or other security functions. You will provide SmithsonMartin Inc. with the assurances and official documents that SmithsonMartin Inc. periodically may request to verify Your compliance with this obligation.

Amalgamation of Agreements. In order to ensure: a) consistent terms apply to Desktop Software, Server Software and Emulator Software, when each is used as part of Your Emulator Solution; and b) clarity with respect to which license terms apply to Emulator Software when used as part of Your Emulator Solution, regardless of the manner in which You provisioned that Emulator Software, BY INDICATING YOUR ACCEPTANCE TO THE TERMS OF THIS AGREEMENT IN THE MANNER SET OUT ABOVE, YOU ARE ALSO AGREEING THAT THIS AGREEMENT REPLACES AND SUPERSEDES THE PREVIOUSLY EXISTING EMULATOR END USER/SOFTWARE LICENSE AND EMULATOR ENTERPRISE SERVER SOFTWARE LICENSE AGREEMENTS TO THE EXTENT SUCH AGREEMENTS ARE OTHERWISE APPLICABLE, AS OF THE DATE OF YOUR ACCEPTANCE OF THIS AGREEMENT, TO ANY SOFTWARE THAT FORMS PART OF YOUR EMULATOR SOLUTION. All references to the Emulator End User/Software License or Emulator Enterprise Server Software License Agreement in other agreements or documentation that You have with SmithsonMartin Inc. for Your Emulator Solution, shall be deemed to be references to this Emulator Software License Agreement (unless that would not make sense in the context, e.g. where, as in this provision, a distinction is intended to be made between the previously existing agreements and the Emulator Software License Agreements, references to the previously existing agreements would not be deemed to be references to the Emulator Software License Agreements). Any amendments or addendums, to the previously existing Emulator End User/Software License or Emulator Enterprise Software License Agreements, under which SmithsonMartin Inc. supplied any software to You, shall be deemed to be amendments or addendums to this Emulator Software License Agreement.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE TERMS OF THIS AGREEMENT, PLEASE CONTACT SmithsonMartin INC. AT:

legal@smithsonmartin.com





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