

END USER LICENSE AGREEMENT

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The following terms and conditions of this Agreement shall govern the Customer’s use of the Software, except where: 1) there is a separate contract entered into by and between the customer and Illum (“Contract”); or 2) the Software includes a separate “click-accept” license agreement or third-party license agreement as part of the installation or download process of the Software (“Click-Accept Agreement”). To the extent of a conflict between this Agreement and items 1) and/or 2) above, the order of precedence shall be: 1) the Contract; 2) the Click-Accept Agreement; and 3) this Agreement.

For purposes of this Agreement, "Software" shall mean computer programs, including firmware and computer programs embedded within the Illum Systems, as provided to customer by Illum or by Illum’s authorized retailer (collectively, “Approved Source”) and any upgrades, updates, bug fixes or modified versions thereto (collectively, "Upgrades") or backup copies and documentation related to any of the foregoing.

License. Conditioned upon compliance with the terms and conditions of this Agreement, Illum grants to Customer a revocable, non-exclusive and non-transferable license to use for Customer's internal business purposes the Software and/or Illum Systems for which Customer has paid the required license fees to an Approved Source. In order to use the Software, Customer shall be required to register Customer’s copy of the Software, which may include entry of a registration number or product authorization key as provided to the Customer by an Approved Source.

Customer's license to use the Software shall be limited to, and Customer shall not use the Software in excess of, a single Illum System for which the Customer has paid to an Approved Source the required license fee pursuant to a purchase order and/or associated invoice.

Unless otherwise expressly provided in this Agreement, Customer shall use the Software solely as embedded in, or for execution on, an Illum System. No other license is granted herein by implication, estoppel or otherwise.

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Term and Termination. This Agreement and the license granted herein shall remain effective until terminated. Customer may terminate this Agreement and the license at any time by destroying all copies of the Software. Customer's rights under this Agreement shall terminate immediately without notice if Customer fails to comply with any provision of this Agreement. Upon termination, Customer shall destroy all copies of Software in its possession or control. All confidentiality obligations of Customer, all restrictions and limitations imposed on the Customer under the section titled "General Limitations" and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement.

Customer Records. Customer grants to Illum and its designee the right to audit Customer's books, records and accounts during Customer's normal business hours to verify compliance with this Agreement. In the event such audit discloses non-compliance with this Agreement, Customer shall promptly pay to Illum the appropriate license fees, plus the reasonable cost of conducting the audit.

Export and Re-Export Controls. The Software and associated Illum Systems are subject to export controls under the laws and regulations of the United States. Customer shall obtain all

required U.S. and local authorizations, permits, and/or licenses in the event it wishes to export the Software and associated Illum Systems outside of the United States.

Identified Components; Additional Terms. The Software may contain or be delivered with one or more components, which may include third-party components that are subject to different license agreement terms, disclaimers of warranties, limited warranties or other terms and conditions (collectively, "Additional Terms") than those set forth herein. You agree to such applicable Additional Terms.

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Customer acknowledges and agrees that Illum has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

Controlling Law, Jurisdiction. This Agreement and warranties ("Warranties") are controlled by and construed under the laws of the State of Arizona notwithstanding any conflicts of law provisions; and the state and federal courts of Arizona shall have exclusive jurisdiction over any claim arising under the Agreement or Warranties.