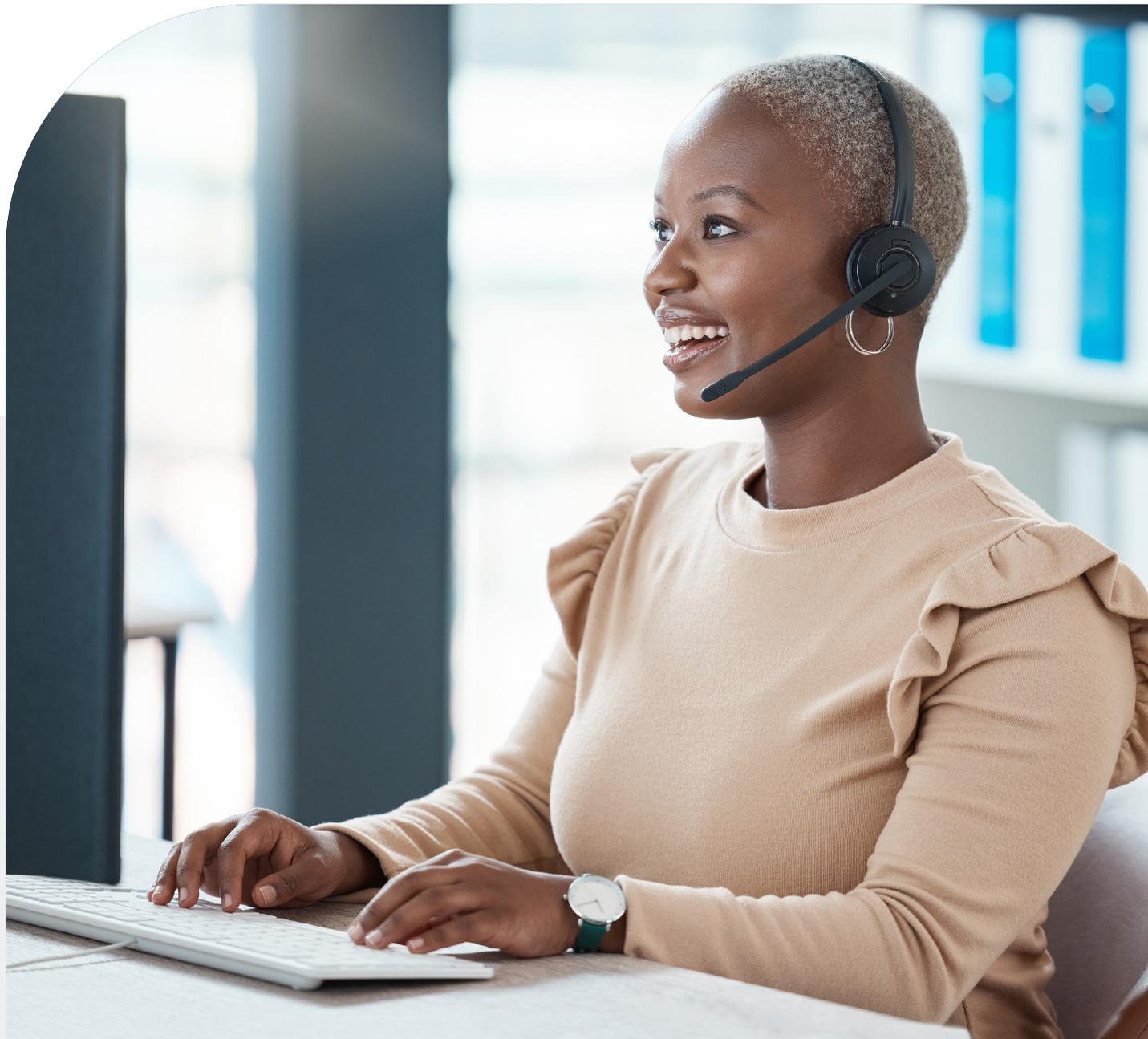


RECITE END USER LICENSE AGREEMENT (EULA)





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- a. Transfer, assign, or sublicense the Software;
- b. Reverse engineer, decompile, disassemble, or translate the Software; or
- c. Evaluate the Software for the purpose of competing with Numonix.

5. PAYMENT. Customer will pay Numonix or its authorized Numonix reseller or distributor all fees due on receipt of an invoice in USD, plus applicable sales, use, withholding and other similar taxes.

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10. LIMIT ON LIABILITY. There may be situations in which (as a result of material breach or other liability) Customer is entitled to make a claim against Numonix. In each situation (regardless of the form of the legal action (e.g. contract or tort claims), Numonix is not responsible for any damage and does not have any liability beyond the greater of the amount paid or payable by Customer to Numonix within the 12 months prior to the event that gave rise to the claim. Even if it knows of the possibility of such damage or liability, in no circumstance is Numonix responsible for any: loss of, or damage to, data or information; lost profits, revenue, or productivity; or other special, consequential, incidental or indirect damages.



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12. GOVERNING LAW AND ARBITRATION. This Agreement is governed by the laws of Florida, without regard to conflict of laws principles. Any dispute between customer and Numonix arising out of or related to this Agreement must be determined by binding arbitration in Palm Beach County, Florida, US, under the then current commercial or international rules of The International Centre For Dispute Resolution. The decisions of the arbitrators may be entered in any court of competent jurisdiction. Nothing in this Agreement prevents either party from seeking injunctive relief in any court of competent jurisdiction. The prevailing party in any arbitration or litigation is entitled to recover its attorneys' fees and costs from the other party.

13. OTHER TERMS.

- a. Enforceability.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect.
- b. Entire Agreement.** This agreement and the order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding.
- c. Export Compliance.** Customer must comply with all applicable export control laws of the United States, foreign jurisdictions and other applicable laws and regulations.
- d. Feedback.** By submitting ideas, suggestions or feedback to Numonix regarding the Software, Customer agrees that such items submitted do not contain confidential or proprietary information; and Customer hereby grants Numonix an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.
- e. Independent Contractors.** The parties are independent contractors with respect to each other.
- f. Modification Only in Writing.** No modification or waiver of any term of this agreement is effective unless signed by both parties.
- g. No PO Terms.** Numonix rejects additional or conflicting terms of a Customer's form-purchasing document.
- h. Non-Assignment.** Unless otherwise provided by local law, neither party may assign or transfer this agreement to a third party, nor delegate any duty, except that the agreement and all orders may be assigned, without the consent of the other party, as part of a merger, or sale of all or substantially all of the business or assets, of a party.
- i. Survival of Terms and Force Majeure.** All terms that by their nature survive termination of this agreement for each party to receive the benefits and protections of this agreement, will survive. Neither party is liable for events beyond its reasonable control, including, without limitation force majeure events.



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