

# User License Agreement

This User License Agreement (the “**Agreement**”) is entered into between you and Integrated Illumination Systems Inc., a Connecticut corporation (“**i2Systems**”, “**we**”, “**us**” and “**our**”). This Agreement sets forth the terms and conditions of your use of i2System’s software, (“**i2OS**”). By checking the box to accept the terms of i2OS and clicking the “Submit” button, you are agreeing to these terms and conditions. If you do not agree to these terms and conditions then you should not use i2OS.

## 1. Age Requirement and Legal Capacity

You may not use i2OS if you are not of legal age to form a binding contract with us or if you do not have the legal capacity to accept this Agreement. By checking the box to accept the terms of i2OS and clicking the “Submit” button, you are representing that you are of legal age to form a binding contract with us and you have full power, capacity and authority to accept this Agreement.

## 2. Grant of Limited License

Subject to and conditioned upon your strict compliance with the terms and conditions set forth in this Agreement, we hereby grant you a non-exclusive, non-assignable, non-transferrable and non-sublicensable worldwide and perpetual license to perform, display and use i2OS and any content contained in, accessed by or transmitted through i2OS. This license is personal and does not include any resale or commercial use. We own all of the right, title and ownership in and to i2OS and the features we offer through i2OS, and any copies or portions thereof. You agree not to download or modify any part of i2OS without our prior written consent. Any unauthorized use by you shall immediately terminate the license granted to you.

## 3. Prohibited Activities

You agree to use i2OS in a manner that is consistent with all applicable laws, rules and regulations. The following activities are expressly prohibited and you hereby agree not to:

- a. use i2OS for any purpose beyond the scope of the license granted in Section 2;
- b. reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of i2OS’s software or any part thereof;
- c. modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of i2OS or any part thereof;
- d. combine or incorporate i2OS or any part thereof with or into any other programs;
- e. remove, delete, alter or obscure any trademark, copyright, patent or other proprietary rights notice;
- f. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available i2OS or any features or functionalities of i2OS to any third party for any reason;
- g. use i2OS in violation of any law, regulation or rule;

- h. hack, spam, send viruses, worms or the like, or otherwise interfere with or disrupt any part of i2OS; or
- i. use i2OS for purposes of competitive analysis of its software, the development of a competing software or any other purpose that is to i2System's commercial disadvantage.

#### **4. Your Responsibilities**

You are solely responsible for providing, maintaining and ensuring your ability to access i2OS, including securing internet access connections.

#### **5. Updates**

From time to time we may develop updates, upgrades, bug fixes, patches or other error corrections (collectively, "**Updates**") to i2OS. Any such Updates will be developed and provided in our sole discretion, and you hereby acknowledge and agree that we have no obligation to develop or make available any Updates at all, or for any particular issues. You further agree that all Updates will be deemed to be part of i2OS for purposes of this Agreement and any such Updates will be subject to the terms and conditions of this Agreement.

#### **6. Privacy and Information**

Your use of i2OS is subject to the terms of our Privacy Policy, as amended from time to time, a copy of which can be found on our website, [i2systems.com](http://i2systems.com). Any information we collect about you in connection with your use of i2OS is governed by the terms of our Privacy Policy. For more information about our privacy practices, please visit our Privacy Policy.

#### **7. Intellectual Property**

You acknowledge and agree that i2OS is being provided to you under a license and is not being sold to you. Accordingly, you are not acquiring any ownership interest or any other rights to i2OS under this Agreement, other than the right to use i2OS in accordance with the license granted under this Agreement and pursuant to the terms and conditions set forth in this Agreement. Nothing contained in this Agreement, i2OS or our website should be construed as granting, expressly or implicitly, by estoppel or otherwise, any right or license to any patent, trademark, copyright or any other intellectual property right, whether belonging to i2Systems or to a third party. You may not reproduce, distribute, display, transmit, modify, perform, adapt, generate, derive works of or otherwise use any patent, trademark, copyright or any other intellectual property right that appears on or in i2OS without the prior written consent of the owner thereof.

#### **8. Term and Termination**

- a. **Term.** This Agreement and the license granted hereunder shall remain in effect until terminated as set forth herein.
- b. **Termination by you.** You may terminate this Agreement at any time by deleting your i2OS account and ceasing to use it.
- c. **Termination by i2Systems.** We may terminate this Agreement at any time in the event that you breach this Agreement and such breach is (x) incapable of cure or (y) being capable of cure, remains uncured for ten (10) days after we send you notice of such breach. We may also terminate

this Agreement at any time, effective immediately, in the event of (i) dissolution, (ii) bankruptcy, (iii) insolvency, (iv) general assignment for the benefit of creditors, (v) the application for, or consent to, the appointment of a trustee, receiver or custodian, or (vi) our decision, in our sole discretion, to terminate or to no longer support i2OS.

- d. **Effect of Termination.** Upon termination of this Agreement, the license granted hereunder shall terminate and you shall cease using i2OS. Notwithstanding the foregoing, the provisions set forth in the following sections, and any other right, obligation or provision under this Agreement that, by its nature, should survive termination of this Agreement, will survive any termination of this Agreement: Section 7, this Section 8(d) and Sections 10-19.

## **9. Disclaimer of Warranties**

I2OS IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS AND DEFECTS AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, TITLE OR NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE, ON BEHALF OF OURSELVES AND OUR AFFILIATES AND EACH OF OUR AND THEIR RESPECTIVE SUBSIDIARIES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS, CONTRACTORS AND/OR REPRESENTATIVES, EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO I2OS, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, TITLE, NON-INFRINGEMENT AND WARRANTIES THAT MAY ARISE OUT OF A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.

WITHOUT LIMITATION TO THE FORGOING, WE PROVIDE NO WARRANTY OR UNDERTAKING, AND MAKE NO REPRESENTATION OF ANY KIND THAT I2OS WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERROR OR DEFECTS CAN OR WILL BE CORRECTED.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF I2OS IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

## **10. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL I2SYSTEMS OR ITS AFFILIATES OR ANY OF OUR OR THEIR RESPECTIVE SUBSIDIARIES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS, CONTRACTORS AND/OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE I2OS; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE

CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES OF SYSTEM SECURITY; OR FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, OF ANY KIND WHATSOEVER, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, YOUR USE OF I2OS, BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE WERE ADVISED OR THE POSSIBILITY OF SUCH DAMAGES.

### **11. Indemnification**

To the maximum extent permitted under applicable law, you agree to defend, indemnify and hold harmless i2Systems and its affiliates and each of our and their respective subsidiaries, officers, directors, members, managers, shareholders, employees, consultants, contractors and/or representatives from all liabilities, damages, costs and expenses, including reasonable attorneys' fees, that arise out or result from your use of i2OS, your violation of any applicable law, rule or regulation, your negligence, willful misconduct or other fault and/or your violation of this Agreement.

### **12. Governing Law; Jurisdiction.**

This Agreement is governed in all respects by the laws of the State of Connecticut, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Except as otherwise set forth in this Agreement, any case, controversy, suit, action or proceeding arising out of, in connection with, or related to this Agreement shall be brought in any federal or state court located in the State of Connecticut (and appellate courts from the foregoing). The parties hereby waive any objection that they may have to personal jurisdiction in these courts and to such case, controversy, suit, action or proceeding being brought in an inconvenient forum. By using i2OS, you are freely acknowledging and agreeing that any such case, controversy, suit, action or proceeding being instituted in any such court would be reasonable and just and that the courts in the State of Connecticut are not so inconvenient that you would effectively be denied a meaningful day in court by such case, controversy, suit, action or proceeding occurring in any such court. The parties hereby consent to service of process in any such action by U.S. certified or registered mail at their respective addresses set forth in Section 17 of this Agreement.

### **13. Arbitration**

Other than seeking a temporary restraining order or permanent injunction or other equitable relief, or as may be required by applicable law, all disputes arising out of, relating to, or in connection with this Agreement or your use of i2OS that cannot be resolved informally may, at our election, be submitted to binding arbitration before a single arbitrator in accordance with the rules and procedures of the American Arbitration Association. The arbitrator will be selected by joint agreement of the parties. In the event the parties cannot agree on an arbitrator within thirty (30) calendar days of our providing written notice to you that we are electing to have the dispute submitted to binding arbitration, the parties shall each select an arbitrator affiliated with the American Arbitration Association, and such arbitrators shall jointly select a third arbitrator to resolve the dispute. The written decision of the arbitrator shall be final and binding and enforceable in any court. The arbitration proceeding will take place in the State of Connecticut (or in another jurisdiction to be selected by i2Systems in our sole discretion) and will be conducted in English.

### **14. Severability**

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, then such term or provision shall nevertheless be enforced to the fullest extent allowed by law in that jurisdiction and shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

#### **15. Waiver**

Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

#### **16. Assignment**

You shall not assign or otherwise transfer any of your rights, or delegate or otherwise transfer any of your obligations or performance, under this Agreement, without i2System's prior written consent, which consent may be given or withheld in our sole discretion. Any purported violation of this Section 16 is void. i2Systems may freely assign or otherwise transfer all of any of its rights, or delegate or otherwise transfer all or any portion of its obligations or performance, under this Agreement without your consent. This Agreement is binding and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

#### **17. Notices**

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given when delivered personally or by overnight courier or sent by e-mail (with written confirmation of transmission), or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid and return receipt requested. Such communications shall be sent (a) if to you, to the e-mail address associated with your account, or your mailing address, an (b) if to us, to Integrated Illumination Systems Inc., 355 Bantam Lake Rd., Morris, CT 06763-1102 USA, Attn: Mark Zampini, or [support@i2systems.com](mailto:support@i2systems.com), or to such other address as may be designated by us from time to time by notice on our website.

#### **18. Miscellaneous**

For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections refer to the Sections of this Agreement; and (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings used in this Agreement are for reference only and do not affect the interpretation of this Agreement.

#### **19. Entire Agreement**

This Agreement incorporates by reference our Privacy Policy and any notices posted on our website and, together with our Privacy Policy and any such notices, constitutes the entire agreement between you and i2Systems regarding the subject matter hereof and supersedes all prior and contemporaneous

understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.