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4. Ownership. Title, ownership rights, and intellectual property rights in and to the IDMS shall remain with SID. The IDMS is protected by United States Copyright Law and international copyright treaties, as well as other intellectual property laws and treaties. There is no transfer to you of any title to or ownership of the IDMS and this Agreement shall not be construed as a sale of any rights in the IDMS.

5. Revisions. If you acquire any authorized revised version, updated version, modified version, or additions to or for the IDMS, such version or addition shall be included in the IDMS and governed under this Agreement.

6. Limitation of Liability. THE IDMS IS PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTY OF MERCHANTABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SID OR ITS AFFILIATES OR MEMBERS BE LIABLE FOR ANY DAMAGES, WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, ARISING OUT OF OR RELATING TO EITHER THE USE OF THE IDMS, OR THIS AGREEMENT, EVEN IF SID OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TRANSACTIONS, AND IN SUCH STATES, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY.

7. Termination. This Agreement and any and all rights granted to you hereunder will terminate automatically upon any breach by you of the terms of this Agreement. Sections 1, 4, 5, 6, 7, 8, 9, 10 and 11 will survive any termination of this Agreement. Upon termination of such rights, you agree that the IDMS, and all copies thereof, will be immediately destroyed.

8. Export Restriction. You agree that the IDMS will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations.

9. Governing Law and General Provisions. This Agreement shall be governed and construed under the laws in the State of California without regard to its conflicts of law rules. Any suit brought with respect to this Agreement may only be brought in Los Angeles, California and must be filed no later than one year after the date the IDMS is first acquired. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly



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excluded. This Agreement is the entire agreement between the parties related to the IDMS and supersedes any purchase order, communication, advertisement, or representation concerning the IDMS. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, assigns and legal representatives. If any provision herein is found void or unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement may only be modified in writing signed by an authorized representative of SID.

10. Arbitration; Waiver of Right to Jury Trial and Participation in Class Actions. To the maximum extent permissible under applicable law:

(a) **WAIVER OF JURY TRIAL.** EACH OF US WAIVES OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CONTROVERSY OR CLAIM (“CLAIM”) BETWEEN US ARISING OUT OF OR RELATING TO THE IDMS OR THIS AGREEMENT OR ANY RELATED AGREEMENTS, INCLUDING WITHOUT LIMITATION ANY CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT. ANY CLAIM SHALL INSTEAD BE DETERMINED BY BINDING ARBITRATION – EACH PARTY THUS WAIVES ITS RIGHT TO A JURY TRIAL.

(b) **ARBITRATION.** Arbitration shall be conducted in Los Angeles, California, in accordance with the Federal Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Agreement, and under the rules of the American Arbitration Association (“AAA”). Either you or we may, by summary proceedings (*e.g.*, a motion to stay further proceedings) bring an action in any court having jurisdiction for the sole purpose of compelling compliance with this arbitration provision. The Proceeding shall be commenced at the request of the claiming party. A Claim shall be decided by one arbitrator who shall be a lawyer licensed to practice law in the state in which the arbitration is conducted. Any Claim shall be arbitrated pursuant to the AAA’s Commercial Arbitration Rules. Any Claim for an amount under \$10,000 shall be arbitrated pursuant to the AAA’s Arbitration Rules for Consumer-Related Disputes. Discovery, to the extent permitted by AAA Rules, shall be expressly limited to matters directly relevant to the Claim. The arbitrator and the AAA shall fully enforce this requirement. The arbitrator’s decision shall be binding and shall not be subject to further review or appeal except as otherwise required by applicable law. Judgment upon the arbitration award may be entered in any court having jurisdiction. Each party agrees to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation.

(c) **WAIVER OF “CLASS ACTION” CLAIMS.** ANY ARBITRATION PROCEEDING CONDUCTED UNDER THIS AGREEMENT SHALL BE LIMITED TO OUR INDIVIDUAL CLAIMS AGAINST EACH OTHER, AND NO CLAIM OF ANY OTHER PARTY SHALL BE SUBJECT TO ARBITRATION IN SUCH ARBITRATION PROCEEDING ON ANY BASIS WHATSOEVER, WHETHER BY CONSOLIDATION, BY CLASS OR REPRESENTATIVE PRINCIPLES (THAT IS, A SO CALLED “CLASS ACTION”) OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, OR OTHERWISE – EACH PARTY THEREFORE WAIVES ITS RIGHT TO JOIN ITS CLAIM WITH CLAIMS OF ANY OTHER PARTY.

(d) **EXCEPTIONS:** Notwithstanding anything else stated in this Agreement, including without limitation in Section 9 or Sections 10(a)-(c), SID shall have the right to initiate and maintain any action in any court having subject matter jurisdiction for the additional purpose of obtaining temporary or preliminary injunctive relief that SID reasonably believes necessary to protect or enforce its copyrights, and other proprietary and intellectual property rights, in and to the IDMS.

11. Capacity and Authority to Contract. You represent that you are of the legal age of majority in your state of residence and, if applicable, you are duly authorized by your employer to enter into this Agreement.

Should you have any questions concerning this Agreement, kindly write to: Society for Information Display Headquarters, 1475 S. Bascom Ave., Ste. 114, Campbell, CA 95008-4006.