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- 17. Verification.** On the reasonable request of Licensor, Licensee will furnish Licensor with a signed statement that the Software and the Program Concepts are being used pursuant to the terms and conditions of this EULA. If Licensor has reason to believe that the Software or the Program Concepts are not being used in accordance with the terms and conditions of this EULA, Licensee will permit Licensor to review Licensee's relevant records and

inspect Licensee's facilities to ensure compliance with this EULA. Licensor will conduct such inspection during normal business hours in a manner that does not unreasonably interfere with Licensee's business operations. If such audit shows that Licensee has exceeded the license set forth in Section 1, in addition to other rights it may have, Licensor will be entitled to invoice, and Licensee will promptly pay, an amount equal to one-hundred-and-fifty percent (150%) of the fees beyond those paid which would have been payable to Licensor from the beginning of the License Term for a suitable license.

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- 21. Governing Law/Jurisdiction for Non-Government Contracts.** Unless Section 20 applies to Licensee this EULA will be construed and governed in accordance with the laws of the State of Delaware in the United States of America, without regard to its rules regarding conflicts of law. Neither the Uniform Commercial Code, any part of the Uniform Computer Information Transactions Act (if adopted), nor the United Nations Convention on the International Sale of Goods will apply to the Software or this EULA. If such courts are willing to accept jurisdiction, Licensee and Licensor agree to submit all disputes hereunder to the personal and exclusive jurisdiction of the state and federal courts located in and around Wilmington, Delaware, in the United States of America and waive any right to object to such venue.
- 22. Legal Expenses.** Unless governing law explicitly prohibits either party from recovering such costs or fees, in which case both parties agree that neither shall be entitled to such costs and fees, the prevailing party in any dispute proceeding or litigation hereunder shall be entitled, in addition to such other relief as may be granted, to recover reasonable related fees and the costs incurred. For purposes of the foregoing: (a) "prevailing party" means (i) in the case of the party initiating the enforcement of the rights or remedies, that it recovered substantially all of its claims; and (ii) in the case of the party defending against such enforcement, that it successfully defended substantially all of the claims made against it; and (b) if no party is a "prevailing party" within the meaning of the foregoing, then no party will be entitled to recover its fees and costs pursuant to this Section.
- 23. Onsite Services.** Licensor may agree to provide ancillary professional services as part of providing the Software (e.g., setup of a technology environment, configuration of software, data migration), possibly for an additional

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- 24. Compliance with Laws and Export Rules.** Licensee will be solely responsible for ensuring that Licensee's use of the software, Software, documentation, and Licensee's Data is in full compliance with all applicable laws and without violation of the rights of third parties. Without limiting the forgoing, Licensee represents and warrants that the Software and documentation will not be exported to, or used by, nor will the data gained therefrom be exported to, transshipped or re-exported to (a) any individual located in any nation to which export, transshipment, or re-export is prohibited by U.S. law or regulation at that time (collectively, the "Restricted Nations"); (b) any business or organization owned, controlled by or acting on behalf of an individual, business or organization in a Restricted Nation; (c) the governments of a Restricted Nation or any business or organization owned, controlled by or acting on behalf of a government of a Restricted Nation; or (d) any individual, group or organization on the U.S. Department of Treasury's Office of Foreign Assets Control's list of Specially Designated Nationals or the U.S. Department of Commerce's Bureau of Export Administration's List of Denied Persons, as each may be amended from time to time.
- 25. Waiver / Severability.** The failure of to exercise or enforce any right or provision of this EULA will not constitute a waiver of such right or provision. Should any court or legal authority hold any provision of this EULA unenforceable or invalid for any reason, then Licensee and Licensor agree that such court or authority will attempt to craft an acceptable provision most closely resembling the intent of the offending provision, and if such court or authority is unable or unwilling to do so then this EULA will be construed as if such provision were never contained in this EULA.
- 26. Assignment.** Licensee cannot assign, sublicense, or transfer this EULA without the prior written consent of Licensor. Any attempt by Licensee to sublicense, assign, or transfer any rights, duties, or obligations hereunder is null and void. Licensor may assign, sublicense, or transfer this EULA, in whole or in part, at will and without prior notice to Licensee.
- 27. Notice.** All notices or approvals hereunder shall be in writing and sent by certified or registered mail, postage prepaid, return receipt requested (or similarly evidenced overnight delivery), and shall be deemed to have been given upon receipt. Notices shall be provided to Licensee at the address set forth on the Transaction Records. Notices for Licensor such notice shall be addressed to the attention of the Senior Vice President, Enterprise Software, with a copy to its General Counsel, both at One Lithonia Way, Conyers, GA 30012. Either Party may change its address for such communications by giving notice thereof. Rejection or other refusal to accept, or the inability to deliver because of un-notified changed address, shall be deemed to be receipt of the notice sent as provided above.
- 28. Order of Precedence.** In the event that there is a conflict between this EULA and any other document, the following order of precedence shall apply: 1. any document signed by both an authorized representative of Licensor and an authorized representative of Licensee, provided that the document expressly and unambiguously states that this EULA, by specific reference, are subservient to the terms set forth in that document, then 2. this EULA, then 3. any Transaction Record signed by Licensor. Otherwise, neither party shall be bound by any terms or conditions set forth in any other document, and all such terms are expressly rejected, such as those on a purchase order or invoice, even where they may have been otherwise enforceable based upon contractual concepts such as "acceptance by performance" and similar concepts.
- 29. Merger.** This EULA, along with the Transaction Records identified in Section 28, comprise the entire agreement between Licensee and Licensor with respect to the Software and documentation, and supersedes any other agreement or discussion, oral or written.