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This Agreement is governed by and to be construed in accordance with the laws of Colorado without regard to its conflict-of-law principles. Any lawsuit arising out of or related to this Agreement and the License conferred herein shall be filed in a state court of competent jurisdiction located in El Paso County, Colorado, or, if applicable, the United States District Court for the District of Colorado. Each party to this Agreement, on behalf of themselves and their respective successors and assigns, hereby irrevocably submits to the exclusive jurisdiction of the courts described above and forever waives any objection they may have to the laying of jurisdiction and venue therein. Should the Licensor prevail in any action related to this Agreement, it shall be entitled to a court award of its reasonable attorney's fees and costs. Such award shall be in addition to and shall not in any way displace any awards or penalties otherwise available under state or federal law. The Licensor's right to obtain a reasonable award of attorney's fees and costs shall survive and not merge with any judgment entered in its favor.

21. FORCE MAJEURE

The Licensor will not be responsible or liable to the Licensee, or deemed in default or breach of this Agreement by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or the Licensee equipment, loss and destruction of property or any other circumstances or causes beyond the Licensor's reasonable control.

22. NOTICES

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. All notices to the Licensor shall be sent to Imprimis, Inc., 1861 Austin Bluffs Parkway, STE 200, Colorado Springs, CO 80918 and, unless otherwise specified in writing, all notices to the Licensee shall be sent to the Licensee's most recent billing address.

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This Agreement, together with any order form used to purchase the License, constitutes the sole and entire Agreement between the Licensee and the Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to subject matter in question.

24. LIMITATIONS ON ASSIGNMENT

The Licensee shall not voluntarily or involuntarily assign, delegate or transfer any of its rights and obligations under this Agreement without the Licensor's prior written consent, except any

merger, consolidation or reorganization involving the Licensee (regardless of whether the Licensee is a surviving or disappearing entity) will be deemed a transfer the Licensee's rights and obligations under this Agreement to their successor-in-interest even if the Licensor's prior written consent is not obtained. The Licensor may, in its sole discretion, void any transfer made in violation of this Agreement. The Licensor may further freely assign, delegate or transfer all or any one of its rights and obligations under this Agreement without the Licensee's prior consent. This Agreement is binding upon and shall inure for the benefit of the parties hereto as well as their respective successors and assigns.

25. THIRD-PARTY BENEFICIARIES

With the limited exception of the third-parties noted and explicitly addressed above, this Agreement is intended to exist and inure for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer on any other third-party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

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This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No delay in enforcing this Agreement shall be construed as a waiver of any kind and no waiver of any right, remedy or privilege created by this Agreement shall be effective unless it is made in writing and executed by the waiving party. The waiver of any breach or violation of any term or condition hereof shall not affect the validity or enforceability of any other term or condition, nor shall it be deemed a waiver of any subsequent breach or violation of the same term or condition. The rights and remedies of the parties to this Agreement shall be cumulative and not alternative

27. CONSTRUCTION

If any portion of this Agreement is deemed invalid, illegal or unenforceable, such portion shall be stricken or rewritten without affecting or invalidating any other portions of the Agreement and all remaining portions shall be construed in a manner that gives effect to the parties' clear intent. For purposes of this Agreement, the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; the word "or" is not exclusive; and the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement, as a whole. 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.

28. HEADINGS

The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.