

END USER LICENSE AGREEMENT

ECLIPS™ ELECTRONIC SHAPE-CUTTING MACHINE, HAND HELD REMOTE CONTROL AND DESIGN/FONT CARTRIDGES

Ellison Educational Equipment, Inc., doing business as Sizzix ("Sizzix") is willing to grant to you a license to use the eclips™ electronic shape-cutting machine, hand held remote control and any design/font cartridges (the "Product") subject to your acceptance of the following terms and conditions. Please read the terms of this Agreement carefully. YOUR USE OF THE PRODUCT OR ANY COMPONENTS WILL CONSTITUTE ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE PRODUCT AND YOU SHOULD CONTACT SIZZIX FOR INSTRUCTIONS REGARDING THE RETURN OF THE PRODUCT.

1. License. Subject to the terms of this Agreement, Sizzix hereby grants you a non-exclusive, non-transferable, royalty-free, limited license to use the Product and any associated components, software, firmware, and documentation for personal, non-commercial purposes solely in connection with the use of the Product for its intended purpose as described in the applicable documentation. You may assign this license only as part of a sale or transfer of the Product and all components, and only if the recipient agrees to comply with the terms of this Agreement. Your rights under this Agreement will terminate upon such assignment.
2. Restrictions. Except to the extent expressly permitted under applicable law, you may not reverse engineer, decompile, or otherwise attempt to make a copy of, or publish, the software, firmware or documentation included with the Product. Sizzix retains ownership of the Product design and associated software, firmware and documentation, together with all related intellectual property rights, subject only to the limited rights granted to you in this Agreement. No right to use Sizzix, eclips or any other brand of Ellison Educational Equipment is granted under this Agreement. You agree to comply with all export laws and regulations applicable to the Product and its components.
3. Warranty. The product is subject to the Limited Warranties included in the Product documentation, which is hereby incorporated into this Agreement.
4. General. This agreement is governed by the laws of the State of California. All disputes relating to the Product or this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts in Orange County, California. This Agreement is the entire agreement between you and Sizzix relating to the Product, and supersedes any prior communications and any conflicting terms contained in any purchase order, quote or acknowledgement. No amendment to this Agreement shall be binding unless signed by Sizzix and you.

5. Contacting Sizzix. For Product inquiries please contact:

North America:

Sizzix.com

866-742-4447 toll-free in USA

949-598-5897 outside USA

Europe:

Sizzix.co.uk

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Revised: LGL/121709/v1