



EUROPRACTICE SOFTWARE SERVICES ACADEMIC END USER AGREEMENT (“Agreement”)

THIS DOCUMENT IS APPENDIX B TO THE MASTER AGREEMENT BETWEEN SIEMENS INDUSTRY SOFTWARE LIMITED AND SCIENCE AND TECHNOLOGY FACILITIES COUNCIL (STFC) AT RUTHERFORD APPLETON LABORATORY (RAL)

This Agreement is made the _____ day of _____ (“Effective Date”)

BETWEEN

SIEMENS INDUSTRY SOFTWARE LIMITED

(hereafter referred to as “SISW”)

of:

East Park – Shannon Free Zone
Shannon, Co. Clare
Ireland, V14 YD96

AND

(Institution Name)
(hereafter referred to as “End User”)

(Address of End User)

(Responsible Person)

(Telephone Number)

(Email)

(EUROPRACTICE Academic Subscription Number)

Each a “party”, and together the “parties”

TERMS AND CONDITIONS

This is a legal agreement concerning the use of Software (as defined in Section 3) between End User and SISW, and is applicable for use by Academic Institutions under the EURORACTICE scheme. This Agreement contains the parties' entire understanding relating to the subject matter and supersedes all prior or contemporaneous agreements. "Academic Institution(s)" means universities, polytechnics, colleges, and publicly funded research establishments in Europe.

EURORACTICE, acting through the Science and Technology Facilities Council at Rutherford Appleton Laboratory, Harwell Science and Innovation Campus, Didcot, Oxon, OX11 0QX, United Kingdom (hereinafter referred to as "RAL"), will be responsible for arranging the issue and signature of EURORACTICE Software Services Academic End User Agreements.

Effective as of the date of last signature below, the parties agree as follows:

1. Placement of Orders, Fees, and Payment.

1.1 To the extent EURORACTICE (on behalf of End User) places and SISW accepts an order pursuant to this Agreement (each an "Order"), each Order shall be governed solely and exclusively by the terms and conditions of this Agreement, any applicable addenda, and the applicable quotation, whether or not those documents are referenced on the Order. Any additional or conflicting terms and conditions appearing on an Order or presented in any electronic portal or automated order management system, whether or not required to be electronically accepted, will not be effective unless agreed in writing and physically signed by an authorized representative of End User and SISW.

1.2 Each Order shall refer to this Agreement by number, and shall specify the Software (as defined in Section 3) for which a license is requested, quantities ordered, the applicable fee, requested shipping date, delivery location, invoice address, the site where Software will be installed, and whether the requested license is a node-specific license or a floating license. End User's Order shall also identify the computer hardware equipment with which Software will be used ("Authorised System") by make, model, and node or host identification number; for floating licenses the computer hardware equipment that must be so identified is the hardware server with which Software will be used.

1.3 Support and enhancement services shall be provided to the End User under the terms of this Agreement upon order of SISW Software in accordance with EURORACTICE scheme and payment of the related charges.

1.4 The license and maintenance charges shall be payable through EURORACTICE by End User for each transaction in accordance with the terms of the applicable EURORACTICE scheme.

2. Shipping Delivery and Authorization Codes.

2.1 SISW will use reasonable efforts to ship on or before the estimated shipping dates specified in SISW's formal acknowledgement. SISW shall not be liable for any delay or failure to deliver resulting from circumstances which are beyond SISW's control.

2.2 Software is delivered FCA factory (Incoterms 2010), freight prepaid and invoiced to End User, except Software delivered electronically, which shall be deemed delivered when made available to End User for download. Such electronic delivery and End User's receipt and use of Software delivered electronically are subject to the terms and conditions of this Agreement. SISW's delivery of Software by electronic means is subject to End User's provision of both a primary and an alternate e-mail address.

2.3 For security purposes, to allow the Software to operate an annual authorisation code is supplied by SISW through EURORACTICE, who reserve the right to withhold the authorisation code if any payment is overdue.

3. Grant of License.

3.1 The software installed, downloaded, or otherwise acquired by End User under this Agreement, including any updates, modifications, revisions, copies, documentation, setup files, and design data ("Software") are copyrighted, trade secret, and confidential information of SISW or its licensors, who maintain exclusive title to all Software and retain all rights not expressly granted by this Agreement. SISW grants to End User, subject to payment of applicable license fees, a non-exclusive, non-transferrable license to use Software solely: (a) in machine-readable, object-code form; (b) to assist End User in the instruction of its students and in academic research in the automated design of electronic circuits and systems as described in Section 3.2 below; and, (c) on the Authorized System expressly authorised by SISW to execute the Software. Node-specific Software will be authorised to operate on only one specific Authorised System. Floating Software may be authorised to operate on multiple Authorised Systems, but in no event on more than one Authorised System at any one time. All Authorised Systems for a floating license must be located within a single site. Upon relocation of an Authorised System outside the original site, that item of

computer hardware equipment shall cease to be an Authorised System for that license. As used in this Agreement, “site” means a connected network of computer work stations that is located at the End User’ facility, within one legal entity, and within one country and to which EURO PRACTICE assigns a membership number. For the avoidance of doubt, if End User provides any feedback or requests any change or enhancement to Software, whether in the course of receiving support or consulting services, evaluating Software, performing beta testing or otherwise, any inventions, product improvements, modifications, or developments made by SISW (at SISW’s sole discretion) will be the exclusive property of SISW.

3.2 SISW grants permission to End User to use Software on Authorised System(s) in an educational classroom or laboratory environment for Educational Purposes at the location of End User. “Educational Purposes” means the use of the Software by End User only for undergraduate teaching, postgraduate research purposes, and other publicly funded research purposes which are not intended for commercial exploitation provided always that any such use by End User, its employees, undergraduates, or postgraduates hereby authorised to use the Software shall not include its or their use of the Software directly or indirectly for any commercial purpose or purposes (including any joint venture for the design or validation of commercial products). Use of the Software for other purposes or subsequent commercialisation of the designs or products arising from education or research projects designed or validated using the Software may not be made without the prior written consent of SISW.

3.3 End User shall complete, upon request, an annual review that provides course information - number, title, description, number of students enrolled, and Software used. End User shall not remove Software from the Authorised System(s) for any reason without SISW’s prior written consent. Students shall not remove any Software or documentation from the classroom, laboratory, or designated study facility.

3.4 End User shall not use Software for any commercial purposes, including product development. End User shall not use Software for the purposes of benchmarking either SISW’s technology or Software performance.

3.5 End User may choose to reference SISW’s Software in technical articles and refereed papers as part of its or a student’s class work, project work, or academic research. End User shall seek prior written permission from SISW before referencing SISW’s products in publications. Such permission shall not be unreasonably withheld, provided that the publication correctly references SISW’s products and trademarks, and the publication does not publish benchmarks or comparisons of SISW’s technology or algorithms.

3.6 End User is not entitled to receipt or use of the source code for any Software unless separately agreed to in a signed source code license agreement or addenda to this Agreement.

3.7 End User shall allow SISW and/or RAL access to its premises (including without limitation a right of access to the site) at reasonable times and with 24 hours’ notice to make such inspection and interview such persons on the premises that SISW or RAL reasonably requires to satisfy itself that the use of the Software does not breach any of End User’s obligations under this Agreement. End User shall comply fully with any such inspection.

4. Embedded Software. In the event SISW provides End User with Virtual CodeBench Software (“Virtual CodeBench”), the following supplemental terms shall apply.

4.1 Definitions.

4.1.1 “Object Code” means linkable code resulting from the translation, processing, or compiling of Source Code by a computer into machine-readable format.

4.1.2 “Open Source Software” or “OSS” means software subject to an open source license which requires as a condition for redistribution of such software, including modifications thereto, that the: (i) redistribution be in source code form or be made available in source code form; (ii) redistributed software be licensed to allow the making of derivative works; or (iii) redistribution be at no charge.

4.1.3 “Source Code” means software in a form that is readily understandable by a human being.

4.2 Grant of License. End User may internally distribute Virtual CodeBench in Object Code form and only as reasonably necessary to support the authorized uses contained in the Agreement. End User will not externally distribute any portion of Virtual Code Bench unless previously authorized by SISW in an applicable addendum.

4.3 Trademark Use. Notwithstanding any provision in an OSS license agreement applicable to a component of Virtual CodeBench that permits the redistribution of such component to a third party in Source Code or Object Code, End User may not use any SISW trademark, whether registered or unregistered, in connection with such distribution, and may not recompile the OSS components with the --with-pkgversion or --with-bugurl configuration options that embed SISW’s trademarks in the

resulting binary.

4.4 **Support.** SISW will provide End User with support in accordance with SISW's then-current Sourcery CodeBench Software Support Terms located at <http://www.mentor.com/codebench-support-legal>. Each reference to "Sourcery CodeBench" in the support terms shall be construed to refer to "Virtual CodeBench."

5. Restrictions on Use.

5.1 End User shall not make Software available in any form to any person other than End User's employees and students, whose performance in an academic instructional/research environment requires such access and who are under obligations of confidentiality. End User shall take appropriate action to protect the confidentiality of Software and ensure that any person permitted access does not disclose or use Software except as permitted by this Agreement. In no event shall the standard of care required by this paragraph be less than the care used by End User to protect similar confidential information of its own or as deemed reasonable in light of general industry practice. End User shall give written notice of any unauthorized disclosure or use of Software as soon as End User becomes aware of such unauthorized disclosure or use. End User acknowledges that Software provided hereunder may contain source code which is proprietary and its confidentiality is of the highest importance and value to SISW. End User acknowledges that SISW may be seriously harmed if such source code is disclosed in violation of this Agreement. Except as otherwise permitted for purposes of interoperability as specified by applicable and mandatory local law, or as provided in Section 6.6 below, End User shall not reverse-assemble, disassemble, reverse-compile, or reverse-engineer any Software, or in any way derive any source code from Software that is not provided to End User in source code form. Log files, data files, rule files, and script files generated by or for the Software (collectively "Files"), including without limitation files containing Standard Verification Rule Format ("SVRF") and Tcl Verification Format ("TVF") which are SISW's trade secret and proprietary languages for expressing process rules, constitute or include confidential information of SISW. End User may share Files with third parties, excluding SISW competitors, provided that the confidentiality of such Files is protected by written agreement at least as well as End User protects other information of a similar nature or importance, but in any case with at least reasonable care. End User may use Files containing SVRF or TVF only with SISW products. Under no circumstances shall End User use Software or Files or allow their use for the purpose of developing, enhancing, or marketing any product that is in any way competitive with Software, or disclose to any third party the results of, or information pertaining to, any benchmark.

5.2 End User agrees that it will not subject any Software to any open source software ("OSS") license that conflicts with this Agreement or that does not otherwise apply to such Software.

5.3 End User may not assign this Agreement or the rights and duties under it, or relocate, sublicense, or otherwise transfer Software, whether by operation of law or otherwise ("Attempted Transfer"), without SISW's prior written consent and payment of SISW's then-current applicable relocation and/or transfer fees. Any Attempted Transfer without SISW's prior written consent shall be a material breach of this Agreement and may, at SISW's option, result in the immediate termination of the Agreement and/or the licenses granted under this Agreement. The terms of this Agreement, including without limitation the licensing and assignment provisions, shall be binding upon End User's permitted successors in interest and assigns.

5.4 The provisions of this Section 5 shall survive the termination or expiration of this Agreement.

6. Permission to Copy Software.

6.1 Except as provided in Section 6.6 below, End User may copy Software (whether for operational or back up purposes) only as reasonably necessary to support the authorized use and End User shall not otherwise permanently or temporarily reproduce the Software by any means and in any form, in whole or in part, for any purpose whatsoever.

6.2 End User shall maintain, reproduce, and include in all copies of Software all notices and legends included in Software as received from SISW and shall affix to the copy medium and the container housing the medium all notices and legends affixed to the medium or container as received from SISW.

6.3 All copies of Software, whether provided by SISW or made by End User, shall be and remain the property of SISW or third parties from whom SISW has obtained a licensing right.

6.4 End User shall maintain a record of the number and location of all copies made of Software, including Software that has been merged with other software, and make such record available to SISW upon request.

6.5 Before recycling, discarding, or disposing of any media containing any Software, End User shall erase or otherwise destroy Software contained in such media.

6.6. End User is entitled to reproduce the code of the Software and to translate the form of the code (i.e. to decompile the code) where such decompilation is indispensable to obtain the information necessary to achieve the interoperability of an independently created computer program with other programs if the conditions of Article 6.1 of the European Union Council Directive 2009/24/EC dated 23 April 2009, relating to the legal protection of computer programs are met.

7. Open Source Software.

Software may contain OSS or code distributed under a proprietary third party license agreement, to which additional rights or obligations ("Third Party Terms") may apply. Please see the applicable Software documentation (including license files, header files, read-me files, or source code) for details. In the event of conflict between the terms of this Agreement (including any addenda) and the Third Party Terms, the Third Party Terms will control solely with respect to the OSS or third party code. The provisions of this Section 7 shall survive the termination of this Agreement.

8. Support Services.

Support services shall be provided by the EURO PRACTICE Software Service according to the current EURO PRACTICE scheme. End User will provide the EURO PRACTICE Software Service with the name, address and telephone number of a Technical Administrator and alternate for each site covered by the Agreement. The Technical Administrator and alternate must have a working knowledge of the Software products. Only the EURO PRACTICE Software Service are authorised to contact SISW's End User Service Department for support services. End User will immediately notify the EURO PRACTICE Software Service of any changes in name, address, or telephone number of the Technical Administrator or alternate.

9. Limited Warranty.

9.1 SISW warrants that during the warranty period its standard generally supported Software when properly installed will substantially conform to the functional specifications set forth in the applicable user manual. SISW does not warrant that Software will meet End User's requirements or that operation of the Software will be uninterrupted or error free. The warranty period is 90 days starting on the 15th day after delivery or upon installation, whichever first occurs. End User must notify SISW of any nonconformity within the warranty period. For the avoidance of doubt, this warranty applies only to the initial shipment of Software under an Order and does not renew or reset, for example, with the delivery of Software updates. This warranty shall not be valid if Software has been subject to abuse, misuse, unauthorized modification or repair, improper installation or End User is not in compliance with this Agreement. SISW's ENTIRE LIABILITY AND END USER'S EXCLUSIVE REMEDY SHALL BE, AT SISW'S OPTION, EITHER (A) REFUND OF THE PRICE PAID UPON RETURN OF THE SOFTWARE TO SISW, OR (B) MODIFICATION OR REPLACEMENT OF SOFTWARE THAT DOES NOT MEET SISW LIMITED WARRANTY, PROVIDED END USER HAS OTHERWISE COMPLIED WITH THIS AGREEMENT. SISW MAKES NO WARRANTY WITH RESPECT TO SERVICES. ALL SERVICES ARE PROVIDED "AS IS."

9.2 SISW MAKES NO WARRANTY WITH RESPECT TO ANY PRODUCT THAT SISW MAY PROVIDE TO END USER EXCEPT ITS STANDARD, GENERALLY SUPPORTED SOFTWARE PRODUCTS.

9.3 THE WARRANTIES SET FORTH IN THIS SECTION 9 ARE EXCLUSIVE AND NEITHER SISW NOR ITS LICENSORS MAKE ANY OTHER WARRANTIES, EXPRESS IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE, SERVICES, OR OTHER MATERIAL PROVIDED UNDER THIS AGREEMENT. SISW AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

10. LIMITATION OF LIABILITY.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL SISW OR ITS LICENSORS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF SISW OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SISW'S OR ITS LICENSORS' LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT RECEIVED FROM END USER FOR THE SOFTWARE LICENSE OR SERVICE GIVING RISE TO THE CLAIM. IN THE CASE WHERE NO AMOUNT WAS PAID, SISW AND ITS LICENSORS SHALL HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER. THE PROVISIONS OF THIS SECTION 10 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. Infringement.

11.1 SISW shall defend or settle at its sole option and expense any action brought against End User alleging that any standard, generally supported Software furnished by SISW under this Agreement infringes a European patent or copyright. SISW will pay any costs and damages finally awarded against End User that are attributable to such action. End User understands and agrees that as conditions to SISW's obligations under this section, End User must: (a) notify SISW promptly in writing of the action; (b) provide SISW all reasonable information and assistance to settle or defend the action; and (c) grant SISW sole authority and control of the defense or settlement of the action.

11.2 If a claim is made under Section 11.1, SISW may, at its sole option and expense either: (a) replace or modify the Software so that it becomes noninfringing; or, (b) procure for End User the right to continue using the product. If in SISW's sole opinion neither of the foregoing alternatives is financially practicable or otherwise reasonably available, SISW may require the return of the Software and refund to End User the purchase price and any transportation costs paid hereunder less a reasonable allowance for use.

11.3 SISW has no liability if the action is based upon: (a) the combination of the Software with any product not furnished by SISW; (b) the modification of the Software other than by SISW; (c) the use of other than a current unaltered release of Software; (d) the use of Software as part of an infringing process; (e) any software provided by SISW's licensors who do not provide such indemnification to SISW's customers; (f) OSS, except to the extent that the infringement is directly caused by SISW's modifications to such OSS; or (g) infringement by End User that is deemed willful. In the case of (g), End User shall reimburse SISW for its reasonable attorney fees and other costs related to the action.

11.4 THIS SECTION 11 IS SUBJECT TO SECTION 10 ABOVE AND STATES THE ENTIRE LIABILITY OF SISW AND ITS LICENSORS, AND END USER'S SOLE AND EXCLUSIVE REMEDY, FOR DEFENSE, SETTLEMENT, AND DAMAGES, WITH RESPECT TO ANY ALLEGED PATENT OR COPYRIGHT INFRINGEMENT BY ANY SOFTWARE PROVIDED UNDER THIS AGREEMENT.

12. Term, Termination, and Effect of Termination.

12.1 Any license granted under this Agreement shall have a term of 12 months commencing on the first day of each Academic Year (first of October), unless earlier terminated pursuant to Section 12.2.

12.2 This Agreement is effective until terminated, and may be terminated as follows:

12.2.1 SISW may terminate this Agreement and/or any license granted under this Agreement immediately upon written notice if End User: (a) exceeds the scope of the license or otherwise fails to comply with the licensing or confidentiality provisions of this Agreement, or (b) becomes insolvent, files a bankruptcy petition, institutes proceedings for liquidation or winding up, or enters into an agreement to assign its assets for the benefit of creditors.

12.2.2 Either party may terminate this Agreement or any license granted under it:

- (a) upon written notice delivered to the other at least 90 days before the end of the current Academic Year (i.e. before July, 1) and at the same time notifying EUROPRACTICE (RAL).
- (b) at any time upon written notice if the other party fails to comply with any material term or condition of this Agreement. The party not in compliance shall have 30 days after notice to cure any failure and avoid termination.

12.2.3 This Agreement and any license granted under it shall be terminated automatically if the Master EUROPRACTICE Agreement between SISW and RAL is terminated. End User may continue to use the Software subject to satisfactory arrangements for continuation being made with SISW.

12.3 Upon termination of any license, End User shall return to SISW or destroy all Software covered by such license, including all copies and documentation, and shall furnish to SISW a certificate of compliance with this provision signed by an officer or authorised representative of End User.

12.4 Termination of this Agreement shall not release either party from its obligations of confidence under this Agreement and shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to either party.

13. General Provisions.

13.1 Confidentiality. The specific terms and conditions of this Agreement are confidential and neither party shall disclose such to any third party without the prior written consent of the other party, except to the parties' outside attorneys, bankers,

and accountants or as may be required by a court of competent jurisdiction and, in the case of SISW, to its affiliated companies.

13.2 Data Protection. When SISW processes personal data on End User's behalf in connection with Software or services, the terms set out at <https://www.siemens.com/dpt/sw> are incorporated herein by reference and shall apply to the use of such Software and services. End User will indemnify and hold harmless SISW, its affiliates and their representatives from any claims, damages, fines, and costs (including attorney's fees and expenses) relating in any way to End User's noncompliance with applicable data protection laws.

13.3 Entire Agreement; Amendment. This document contains the entire agreement relating to the subject matter contained herein and supersedes all prior or contemporaneous agreements, written or oral, between the parties. This Agreement may not be modified except by written document signed by an authorized representative of each party.

13.4 Export.

(a) General. End User shall comply with all applicable sanctions, embargoes and (re-)export control, laws, and regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction (collectively "Export Regulations").

(b) Checks for Software. Prior to signing this Agreement, End User shall check and certify by appropriate measures that (i) End User's use of Software, support services, or the provision of economic resources in connection with this Agreement will not be in violation of any Export Regulations, also taking into account any prohibitions to circumvent these (e.g., by undue diversion); (ii) Software is not intended or provided for prohibited or unauthorized non-civilian purposes (e.g. armaments, nuclear technology, weapons, or any other usage in the field of defense and military); (iii) End User has screened all direct and indirect parties involved in the receipt and use of Software and support services against all applicable restricted party lists of the Export Regulations concerning trading with entities, persons and organizations listed therein; and (iv) Software within the scope of items-related restrictions, as specified in the respective annexes to the Export Regulations, will not, unless permitted by the Export Regulations, be (1) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (2) accessible by any contractor that does not take a prior commitment not to export such Software to Russia or Belarus.

(c) Non-Acceptable Use of Software. End User shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use Software from or in any location prohibited by or subject to comprehensive sanctions or subject to license requirements according to the Export Regulations; (ii) grant access to, (re-)export (including any 'deemed (re-)exports'), or otherwise make available Software to any entity, person, or organization identified on a restricted party list of the Export Regulations, or owned or controlled by a listed party; (iii) use Software for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); or (iv) facilitate any of the aforementioned activities by any user. End User shall provide all users with all information necessary to ensure compliance with the Export Regulations.

(d) Semiconductor Development. End User will not, without advance written authorization from SISW, use Software for the development or production of integrated circuits at any semiconductor fabrication facility located in China meeting the criteria specified in the U.S. Export Administration Regulations, 15 C.F.R. 744.23.

(e) Information. Upon request by SISW, End User shall promptly provide SISW with all information pertaining to users, the intended use, and the location of use, or the final destination of Software. End User will notify SISW prior to End User disclosing any information to SISW that is defense-related or requires controlled or special handling pursuant to applicable government regulations and will use the disclosure tools and methods specified by SISW.

(f) Indemnification. End User will indemnify and hold harmless SISW, its affiliates, subcontractors, and their representatives against any claims, damages, fines, and costs (including attorney's fees and expenses) relating in any way to End User's noncompliance with this section, including End User's and its users' violation or alleged violation of any Export Regulations and End User will compensate SISW for all losses and expenses resulting thereof.

(g) Reservation. SISW shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. End User

acknowledges that SISW may be obliged under the Export Regulations to limit or suspend access by End User and/or users to support services.

13.5 U.S. Government License Rights. Software and services are commercial products that were developed exclusively at private expense. If Software or services are acquired directly or indirectly for use by the U.S. Government, then the parties agree that the Software and services are considered ‘Commercial Items’ and ‘Commercial Computer Software’ or ‘Computer Software Documentation’, as defined in 48 C.F.R. §2.101 and 48 C.F.R. §252.227-7014(a)(1) and (a)(5), as applicable. Software and documentation may only be used under the terms and conditions of this Agreement as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202. The U.S. Government will only have the rights set forth in this Agreement, which supersedes any conflicting terms or conditions in any government order document, except for provisions which are contrary to applicable mandatory federal laws. SISW will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

13.6 Third Party Beneficiary. Microsoft Corporation and other licensors may be third party beneficiaries of this Agreement with the right to enforce the obligations set forth herein.

13.7 Notice. All notices required or authorised under this Agreement shall be given in writing and shall refer to this Agreement. All notices shall be effective upon delivery if delivered in person or upon mailing if mailed at a Post Office, with recorded delivery, postage prepaid, addressed or delivered to End User at End User’s address listed on page one or to: General Manager, Siemens Industry Software Limited., East Park – Shannon Free Zone, Shannon, Co. Clare, Ireland or at such other address that either party provides by advance written notice to the other party.

13.8 Waiver. No term of this Agreement shall be considered waived and no breach excused by either party unless made in writing. No consent, waiver, or excuse by either party, express or implied, shall constitute a subsequent consent, waiver, or excuse.

13.9 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable such provision shall be severed from this Agreement and the remaining provisions will remain in full force and effect.

13.10 Assignment. SISW may delegate, subcontract, or assign any of its rights or duties to an affiliated company or third party, but no such delegation, subcontract, or assignment shall relieve SISW of its obligations hereunder. This Agreement and the rights and duties under it may not be sublicensed, assigned, or otherwise transferred by End User without the prior written consent of SISW.

13.11 Controlling Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of England. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the Courts of England.

ACCEPTED AND AGREED by the following authorized representative of the parties:

SIEMENS INDUSTRY SOFTWARE LIMITED

Signature: _____

Typed Name: _____

Title: _____

Date: _____

END USER: _____

Signature: _____

Typed Name: _____

Title: _____

Date: _____

SIEMENS INDUSTRY SOFTWARE LIMITED

Signature: _____

Typed Name: _____

Title: _____

Date: _____