

**SMC****SOLIBRI SMC SOFTWARE LICENSE, SUPPORT AND MAINTENANCE AGREEMENT ("Agreement")**

2018 Copyright Solibri, Inc. All rights reserved.

**1 SCOPE OF AGREEMENT**

- 1.1 This is a binding Agreement between Solibri, Inc. ("**Solibri**") and the firm, company, corporation or other entity who has acquired a valid license to use the Software (as defined below in this Section) ("**Licensee**").
- 1.2 If you have not acquired a valid license to use the Software, you are not entitled to download, install or use the Software.
- 1.3 The Licensee represents and warrants that each person who downloads, installs and/or otherwise takes the Software into use or otherwise accepts the Agreement (or a modified or new version thereof) is authorized to conclude a binding agreement on behalf of the Licensee and that the Licensee is bound by the Agreement. Where the Software is replaced with a later Update or New Version, with which a modified or a new version of the Agreement is provided or presented, the use of the Software is thereafter governed by the modified or new version of the Agreement.
- 1.4 BY CLICKING THE ACCEPTANCE OF THE AGREEMENT, DOWNLOADING, INSTALLING OR USING THE SOFTWARE, THE LICENSEE AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

**2 DEFINITIONS**

As used in this Agreement, unless expressly otherwise stated, the following terms shall have the following meanings, the singular (where appropriate) shall include the plural and vice versa and references to Sections means the Sections of this Agreement:

"**Delivery Date**" means the date Solibri has given the Licensee the opportunity to download the Software.

"**Documentation**" means user manuals, release notes, installation notes and other written or electronic documentation that Solibri provides or that are incorporated in or delivered with the Software, but shall exclude marketing materials.

"**Error**" means an error in the Software, which can be reproduced and which causes the Software not to operate materially as set out in the product description in the Documentation.

"**Feedback**" is defined in Section 8.

"**Floating License**" is defined in Section 3.2 "Floating License Grant".

"**Intellectual Property Rights**" means any and all intellectual property rights, such as patents, inventions (whether or not patentable), industrial designs, utility models, trademarks, logos, chip topography rights, database rights, trade secrets, domain names, trade dress, techniques, methods, processes, discoveries, copyrights (including without limitation, the right to amend and further develop as well as to assign one's rights), rights in designs, and rights in know-how, in each case whether registered or unregistered, whether registerable or not, and including applications for grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may now or at any time hereafter exist anywhere in the world.

"**New Version**" means a major release of the Software, which incorporates new feature(s) or an enhancement to the features of the Software or part of it. Solibri's decision shall prevail in case of disagreement whether a release is an Update or a New Version.

"**Rental License**" is defined in Section 3.5 "Rental License Grant".

**"Rental License Period"** means a period of ninety (90) days starting from the Delivery Date.

**"Software"** means the Solibri Model Checker software proprietary to Solibri and/or its licensors, including the modifications and fixes of the Software and the Updates and New Versions that may be provided to the Licensee by Solibri or a Solibri's Partner.

**"Solibri's Partner"** means Solibri's distributor authorized by Solibri to distribute Software licenses.

**"Solibri Solution Center"** means the hardware and software environment where Solibri manages the Software licenses of the Licensee.

**"Support"** means the support service for the Software, as defined in Section 10.

**"Support and Maintenance"** means the Licensee's right to receive and use the Updates and New Versions that Solibri has published generally to its customers and the right to receive Support for the Software, as defined in this Agreement.

**"Territory"** is defined in Section 4.

**"Trial License"** is defined in Section 3.4 "Trial License Grant".

**"Trial Period"** means the period of fourteen (14) days starting from the Delivery Date.

**"Operating Partner"** means a third party who runs and operates the Software on its equipment only on behalf of the Licensee and for the benefit of the Licensee.

**"Update"** means a release of the Software that adds minor functionality to or removes Error(s) from the Software or includes other fix(es) to the then current version of the Software. An Update does not include the New Versions. Solibri's decision shall prevail in case of disagreement whether a release is an Update or a New Version.

**"User"** means members of the Licensee's personnel acting on the Licensee's behalf for the Licensee's normal business purposes.

**"Written License Grant"** is defined in Section 3.

### **3 LICENSE**

#### **3.1 License Types**

The Software license(s) granted to the Licensee is/are one or more of the license types defined below in this Section 3. The license type is defined in (i) Solibri's written order confirmation or (ii) Solibri's written offer given to the Licensee or Solibri's Partner accepted by the Licensee ((i) and (ii) referred to as a **"Written License Grant"**). In addition, the territorial limitations in Section 4 and the license restrictions in Section 5, as well as other terms and conditions in the Agreement shall apply to the Software licenses.

#### **3.2 Floating License Grant**

3.2.1 Subject to the Licensee's payment of the license fee payable for the license to use the Software under the Floating License grant (**"Floating License"**), the Licensee is granted a non-exclusive and non-transferable right to use the Software in the Licensee's own internal operations in the Software's intended use as specified in the Documentation. The Licensee's use of the Software is limited to the number of concurrent Users as defined in the Written License Grant.

3.2.2 The Software may be installed and operated on an unlimited number of computers that are owned by or leased to the Licensee or its Operating Partner. The Licensee shall ensure that the Operating Partner runs and operates the Software only on behalf of the Licensee and only for the benefit of the Licensee. The Licensee shall be liable for the actions and omissions of the Operating Partner.

- 3.2.3 Unless terminated in accordance with this Agreement and if not otherwise stated in the Written License Grant, the Floating License granted herein is perpetual.
- 3.2.4 The Licensee or its Operating Partner may make one (1) back-up copy of the Software solely for back-up purposes, provided that the Licensee or its Operating Partner affixes to such copies all copyright and proprietary notices that appear on the original copy.
- 3.2.5 The Licensee and the Licensee's Operating Partner may use the Documentation internally in order to support the above-mentioned licensed use of the Software only on behalf of and for the benefit of the Licensee.
- 3.2.6 The one-time license fee payable for the Floating License includes a twelve (12) months period of the Support and Maintenance starting from the Delivery Date. After such first twelve (12) months of the Support and Maintenance, the Support and Maintenance renews automatically as set out in Section 10.

### **3.3 Floating License in Viewer Mode**

In case the Licensee is granted the Floating License and the number of concurrent Users would exceed the licensed limit, then the additional User(s) exceeding the licensed limit have the option to use the Software in a "**Viewer Mode**". The Viewer Mode functionalities are more limited as described in the Viewer Mode product description in the Documentation. In other respects, the terms and conditions applicable to the Viewer Mode are as set out in Section 3.2 "Floating License Grant".

### **3.4 Trial License Grant**

- 3.4.1 If the Licensee is granted the right to use the Software under the Trial License Grant ("**Trial License**"), the Licensee is granted a non-exclusive and non-transferable right to use the Software during the Trial Period in the Licensee's own internal operations in the Software's intended use as specified in the Documentation. The Licensee's use of the Software is limited to the number of concurrent Users as defined in the Written License Grant.
- 3.4.2 The Software may be installed and operated on an unlimited number of computers that are owned by or leased to the Licensee or its Operating Partner. The Licensee shall ensure that the Operating Partner runs and operates the Software only on behalf of the Licensee and only for the benefit of the Licensee. The Licensee shall be liable for the actions and omissions of the Operating Partner.
- 3.4.3 The Licensee or its Operating Partner may make one (1) back-up copy of the Software solely for back-up purposes, provided that the Licensee or its Operating Partner affixes to such copies all copyright and proprietary notices that appear on the original copy.
- 3.4.4 The Licensee and the Licensee's Operating Partner may use the Documentation internally in order to support the above-mentioned licensed use of the Software only on behalf of and for the benefit of the Licensee.
- 3.4.5 The Trial License includes the Support and Maintenance for the Trial Period.
- 3.4.6 THE SOFTWARE UNDER THE TRIAL LICENSE IS PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, LIABILITY OR REPRESENTATION OF ANY KIND, AND IN PARTICULAR WITHOUT ANY WARRANTY WITH RESPECT TO NON-INFRINGEMENT, ACCURACY OR FITNESS FOR A PURPOSE. ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE UNDER THE TRIAL LICENSE, SOLIBRI SHALL NOT HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, SUCH AS LOSS OF PROFIT, REVENUE OR GOODWILL, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, COST OF COVER PURCHASE OR LOSS OF DATA OR FOR DAMAGES PAYABLE TO THIRD PARTIES, EVEN IF SOLIBRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **3.5 Rental License Grant**

- 3.5.1 Subject to the Licensee's payment of the license fee payable for the license to use the Software under the Rental License grant ("**Rental License**"), the Licensee is granted a non-exclusive and non-transferable right to use the Software during the Rental

License Period in the Licensee's own internal operations in the Software's intended use as specified in the Documentation. The Licensee's use of the Software is limited to the number of concurrent Users as defined in the Written License Grant.

- 3.5.2 The Software may be installed and operated on an unlimited number of computers that are owned by or leased to the Licensee or its Operating Partner. The Licensee shall ensure that the Operating Partner runs and operates the Software only on behalf of the Licensee and only for the benefit of the Licensee. The Licensee shall be liable for the actions and omissions of the Operating Partner.
- 3.5.3 The Licensee or its Operating Partner may make one (1) back-up copy of the Software solely for back-up purposes, provided that the Licensee or its Operating Partner affixes to such copies all copyright and proprietary notices that appear on the original copy.
- 3.5.4 The Licensee and the Licensee's Operating Partner may use the Documentation internally in order to support the above-mentioned licensed use of the Software only on behalf of and for the benefit of the Licensee.
- 3.5.5 The license fee payable for the Rental License includes the Support and Maintenance for the Rental License Period.

#### **4 TERRITORY**

Unless otherwise accepted by Solibri in the Written License Grant, the Licensee's use of the Software is limited to the use in the country where the Licensee was incorporated when it acquired the Software license ("**Territory**"). When the Licensee's User travels outside the Territory, the Software may be used by the Licensee for a period not exceeding six (6) months at a time. Despite of such travelling, the Licensee's Support and Maintenance contacts remain the same, and for example the Licensee's User may not contact other local Support if not agreed with Solibri or the Solibri's Partner (depending on from whom the Licensee acquired the Support and Maintenance).

#### **5 RESTRICTIONS**

- 5.1 The Software and the Documentation are licensed, not sold. Solibri reserves all rights not expressly granted in this Agreement.
- 5.2 Except as otherwise expressly set forth herein, the Licensee may not:
  - (a) rent, lease, license, loan, assign, resell or otherwise transfer the Software or the Documentation or any copy thereof or to permit the Software or the Documentation to be used, directly or indirectly, by any third party;
  - (b) use the Software to offer service bureau, time-sharing or other services to third parties;
  - (c) disassemble, decompile, translate, decrypt or reverse engineer the Software;
  - (d) modify or create derivative works of the Software or the Documentation;
  - (e) use, reproduce or copy the Software or the Documentation;
  - (f) otherwise compromise Solibri's or its licensors' rights in the Software or the Documentation; or
  - (g) remove any proprietary notices or labels from the Software or the Documentation.
- 5.3 If the Licensee needs information necessary to achieve the interoperability of the Software with other software programs, the Licensee shall request such information from Solibri in written form.

#### **6 PERSONAL DATA**

The Data Processing Annex is an intergral part of this Agreement and shall apply to the processing of personal data under this Agreement. In the event of a conflict between the Data Processing Annex and other terms and conditions of this Agreement, the terms and conditions in the Data Processing Annex shall prevail.

## 7 MAINTENANCE BREAKS

- 7.1 Solibri may suspend the operation of the Solibri Solution Center and consequently the managing of the Software licenses ("**Maintenance Breaks**") for the purposes of:
- (a) installation, change or maintenance work of equipment, software or public or private networks, due to Errors, an unpredictable repair of equipment, a security risk, or as required by law, regulation, a governmental order or if recommended by any central organization in the industry, or if Solibri suspects misuse, such as burdening of the Solibri Solution Center in a manner that can jeopardize the operation of the Solibri Solution Center or if Solibri suspects transmission of viruses or malware.
- 7.2 Where reasonably possible, Solibri can inform the Licensee of the suspension reasonably in advance, or if this is not reasonably possible, after Solibri has learned of the cause of the suspension. Such notifications can be displayed also in the user interface of the Software or on Solibri's web pages.
- 7.3 A suspension of the operation Solibri Solution Center or of the use of the Software because of Maintenance Breaks is not considered as an Error or as a failure of the Software or the Support and Maintenance.

## 8 FEEDBACK

If the Licensee provides findings regarding the Software or the Documentation or other feedback information to Solibri or a Solibri's Partner ("**Feedback**"), Solibri has, during and after the term of the Agreement, a perpetual, non-revocable, transferable, sublicensable and free of charge right to use, operate, copy, modify, disclose and publish the Feedback in any and all means and for any and all purposes, such as for developing and managing the Software and the Documentation. Solibri undertakes not to identify the Licensee as the source of the Feedback unless consented by the Licensee. By providing the Feedback, no confidential, fiduciary or contractually implied or other relationship is created between the Licensee and Solibri, other than pursuant to the Agreement. This means, for example, that when the Licensee provides Feedback, no compensation is payable to the Licensee.

## 9 LIMITED WARRANTY

- 9.1 Except for the Trial License and the Floating License in Viewer Mode, Solibri gives a warranty of ninety (90) days from the Delivery Date for the first initial license of the Software granted to the Licensee ("**Warranty Period**"). For the avoidance of doubt, warranty is not given to any modifications, fixes, Updates or New Versions of the Software, or if the license type is later transformed to another license type. If the period of the licensed use of the Software is shorter than ninety (90) days, then the Warranty Period is as long as the period of the licensed use.
- 9.2 Solibri will use commercially reasonable efforts to attempt to correct the Errors notified to Solibri in writing prior to the expiration of the Warranty Period, and to either provide the Licensee with a copy of a correction or fix of the Software, or an Update or a New Version including the correction or fix, or alternatively, a workaround or instructions for the Licensee to bypass the Error. Solibri does not warrant that all Errors can be corrected or that the Errors will be corrected within a certain time.
- 9.3 This warranty does not cover Errors: (a) arising out of misuse of the Software, such as a faulty installation or use in violation of the Documentation, usage instructions or provisions of the Agreement; (b) arising out of modification or repair of the Software by anyone else than Solibri; (c) arising out of any other product, add-on, service, materials or data, (d) arising out of use of the Software in a usage environment other than the usage environment approved in the Documentation; (e) which could have been avoided by the use of released Update or New Version or (f) caused by any customizations or features of the Software created by Solibri to the Licensee, unless Solibri has consented in written form to give warranty for the customizations or features. EXCEPT FOR THE LIMITED WARRANTY SET OUT HEREIN, THE SOFTWARE

AND THE DOCUMENTATION ARE PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, LIABILITY OR REPRESENTATION OF ANY KIND, AND IN PARTICULAR WITHOUT ANY WARRANTY WITH RESPECT TO NON-INFRINGEMENT, ACCURACY OR FITNESS FOR A PURPOSE.

- 9.4 If it is established that an Error reported by the Licensee is not covered by the warranty, Solibri may charge for the Error diagnosis and location and correction of such Error in accordance with Solibri's then-current price list.
- 9.5 Solibri's entire liability and the Licensee's exclusive remedy under this warranty shall be the obligations of Solibri defined in this Section "Limited Warranty", or alternatively, if selected by Solibri at its discretion, to the termination of the Software license and the refund of the license fee paid to Solibri for the first initial license of the Software granted to the Licensee. Following the expiration of the Warranty Period, Solibri's liability for the Software and the Documentation shall be limited to the obligations under the Support.

## **10 SUPPORT AND MAINTENANCE**

### **10.1 General**

- 10.1.1 To be eligible for the Support and Maintenance, the Licensee must have a valid Support and Maintenance subscription and the Support and Maintenance fee must have been paid to Solibri with respect to the Software covered by the Support and Maintenance.
- 10.1.2 The Support and Maintenance are provided to the Licensee either by Solibri or the Solibri's Partner, depending on from whom the Licensee acquired the Support and Maintenance. If the Licensee acquired the Support and Maintenance from Solibri, then the Licensee may contact Solibri in the Support issues, and the Updates and New Versions are provided to the Licensee by Solibri. If the Licensee acquired the Support and Maintenance from a Solibri's Partner, then the Licensee may contact the Solibri's Partner in the Support issues, and the Updates and New Versions are provided to the Licensee by the Solibri's Partner. Solibri's Partners may also offer different types of service times, contact means and/or service levels of the Support provided by them, but SOLIBRI IS NOT LIABLE OR RESPONSIBLE FOR THE SERVICES PROVIDED OR PROMISED BY SOLIBRI'S PARTNERS.
- 10.1.3 Unless agreed by Solibri in written form, the price payable to Solibri for the Support and Maintenance and the payment times are in accordance with Solibri's price list in force at the time of the order of the Support and Maintenance.

### **10.2 Support**

- 10.2.1 As set out in Section 10.1, only if the Licensee acquired the Support and Maintenance from Solibri, then the Licensee may contact Solibri in the Support issues.
- 10.2.2 Solibri's Help Desk may be contacted only by the Licensee's named main user and other technical contact person(s), who are trained and qualified in the use of the Software and are notified to Solibri from time to time in written form. Unless agreed otherwise between the Licensee and Solibri in written form, Solibri's Help Desk may be contacted only by email. Solibri's Help Desk shall be contacted and Solibri's Help Desk server in English language.
- 10.2.3 The Support is performed remotely. Any possible on-site Support shall be subject to fees agreed by the Licensee and Solibri, and if the Licensee and Solibri have not agreed on such fees, the fees in accordance with Solibri's then-current price list. Solibri's then-current price list applies also to compensation of travel and accommodation expenses, daily allowances and travel time. The Licensee shall at its own expense procure and maintain its equipment, software and data communications connections necessary for the remote Support and for the related data security.
- 10.2.4 The Licensee shall, in connection with reporting an Error to Solibri, describe and, at the request of Solibri, demonstrate how the Error occurs. The Licensee undertakes, without delay, to provide at no charge to Solibri also other sufficient written and/or

electronic information about the Error and the circumstances that give rise to the Error, as requested by Solibri. Such information may include, for example, provision by the Licensee of the Licensee's model(s) to demonstrate how the Error occurs. Before Solibri has sufficient information about the Error, Solibri's duties to investigate the Error shall not start.

- 10.2.5 As part of the Support, Solibri will use commercially reasonable efforts to attempt to correct the Errors notified to Solibri, and to either provide the Licensee with a copy of a correction or fix of the Software, or an Update or a New Version including the correction or fix, or alternatively, a workaround or instructions for the Licensee to bypass the Error. Solibri does not warrant that all Errors can be corrected or that the Errors will be corrected within a certain time, nor a certain response or service time.
- 10.2.6 In case Solibri has published newer Updates and/or New Versions, Solibri may require, as condition for the Support, that the Licensee has taken into use the newer Update(s) and/or New Version(s).
- 10.2.7 The Support does not cover Errors: (a) arising out of misuse of the Software, such as a faulty installation or use in violation of the Documentation, usage instructions or provisions of the Agreement; (b) arising out of modification or repair of the Software by anyone else than Solibri; (c) arising out of any other product, add-on, service, materials or data, (d) arising out of use of the Software in a usage environment other than the usage environment approved in the Documentation; (e) which could have been avoided by the use of released Update or New Version or (f) caused by any customizations or features of the Software created by Solibri to the Licensee, unless Solibri has consented in written form to provide the Support for the customizations or features.
- 10.2.8 If it is established that an Error reported by the Licensee is not covered by the Support, Solibri may charge for the Error diagnosis and location and correction of such Error in accordance with Solibri's then-current price list.
- 10.2.9 Solibri's entire liability and the Licensee's exclusive remedy under the Support shall be the obligations of Solibri defined in this Section.

### **10.3 Maintenance**

If the Support and Maintenance fee has been paid to Solibri for the Licensee's respective Software license, the Licensee shall have the right to access, install and use the Updates and New Versions published by Solibri generally to its customers, during the Licensee's valid Support and Maintenance subscription.

### **10.4 Term of Support and Maintenance**

- 10.4.1 The term of the Support and Maintenance is defined, for each license type, in the Section 3.
- 10.4.2 For the Floating License, after the first twelve (12) months of the Support and Maintenance ("**Support and Maintenance Initial Term**"), the Support and Maintenance will continue to be in force for subsequent twelve (12) months' periods (each "**Support and Maintenance Renewal Term**"), unless terminated by the Licensee or Solibri with a written notice given at least four (4) months prior to the end of the Support and Maintenance Initial Term or the Support and Maintenance Renewal Term, as the case may be. If so terminated, the Support and Maintenance expires at the end of the then current term (either the Support and Maintenance Initial Term or the Support and Maintenance Renewal Term) during which the termination notice was given.
- 10.4.3 If the Licensee terminates the Support and Maintenance, does not renew it or it otherwise expires, then, as a condition for the ordering of the Support and Maintenance, Solibri may require that the Licensee pays the Support and Maintenance fees for the period during which the Support and Maintenance has not been in force, as a condition for the Support and Maintenance validity.

## **11 INTELLECTUAL PROPERTY RIGHTS**

Any and all Intellectual Property Rights in and to and relating to the Software, the Documentation and the Results of the Support and Maintenance, and any modifications, corrections, fixes, Updates, New Versions, translations, amendments and derivatives thereof (by whomever made) are and shall belong to Solibri and/or its licensors.

## **12 LIMITATION OF LIABILITY**

- 12.1 Solibri shall have no liability for any indirect, incidental, consequential, special or exemplary damages, such as loss of profit, revenue or goodwill, business interruption, or punitive damages, cost of cover purchase or loss of data or for damages payable to third parties, even if Solibri has been advised of the possibility of such damages.
- 12.2 In no event shall Solibri's aggregate maximum liability (including but not limited to price refunds and/or price discounts) arising out of or related to the Agreement for any and all causes of action occurred during any calendar month exceed the amount of the net prices (without VAT or other taxes or duties) paid by the Licensee (or by Solibri's Partner on behalf of the Licensee) to Solibri during the said calendar month for the respective Software license and/or the respective Support and Maintenance being the cause of action.
- 12.3 The limitations of liability in this Section shall apply to all causes of action or claims in the aggregate, including, without limitation, breach of contract, breach of warranty, negligence, strict liability or misrepresentation, and these limitations shall apply notwithstanding the failure of essential purpose of any remedy under the Agreement.
- 12.4 For the avoidance of doubt, if the Licensee has acquired the Software license and/or the Support and Maintenance from a Solibri's Partner, then any warranty and other claims that the Licensee may have arising out of or related to the Software and the Support and Maintenance shall be brought against the Solibri's Partner and not against Solibri.

## **13 TERMINATION OF LICENSE**

- 13.1 Solibri may terminate the Licensee's right to use the Software and the Documentation in case the Licensee commits a breach of the Agreement and fails to remedy such breach within seven (7) days after having been given written notice in respect thereof.
- 13.2 On expiry or termination of the Licensee's right to use the Software, the Licensee shall cease the use of the Software and the Documentation and shall verifiably destroy all copies of the Software and the Documentation in the Licensee's and its Operating Partner's possession, including any copies on back-up tapes or other media. On Solibri's request, the Licensee shall certify such destruction to Solibri in written signed form. Unless otherwise set out expressly in this Agreement, upon termination of the Licensee's right to use the Software and the Documentation for any reason, the Licensee shall have no right to refund of the whole or part of the license fee.

## **14 MISCELLANEOUS**

### **14.1 Assignment and Subcontractors**

Solibri may assign the Agreement without the consent of the Licensee to any third party. Solibri shall have the right to subcontract its obligations. Solibri shall be liable for the actions of its subcontractors as for work of its own. If Solibri approves that the Licensee may assign the Agreement to a third party, such approval is valid only in written form and provided that the Licensee transfers permanently all copies of the Software and the Documentation to the approved transferee and that the Licensee ceases the use of the Software and Documentation and verifiably destroys all copies of the Software and Documentation, including any copies on back-up tapes or other media. On Solibri's request, the Licensee shall certify such destruction to Solibri in written signed form.



#### **14.2 Export**

The Licensee shall not export, or transfer for the purpose of re-export, the Software or the Documentation in violation of any regulation, treaty, executive order, law, statute, amendment or supplement thereto. It is the responsibility of the Licensee, at the Licensee's expense, to obtain all approvals and consents required for any export or re-export.

#### **14.3 Survival**

Upon any termination of this Agreement, the following Sections shall survive: 5 "Restrictions", 6 "Personal Data", 8 "Feedback", 11 "Intellectual Property Rights", 12 "Limitation of Liability", 13 "Termination of License" and 14 "Miscellaneous", and disclaimers of warranty. Also, any other provisions which, by their nature, contemplate effectiveness beyond the termination of this Agreement shall survive termination of this Agreement.

#### **14.4 Entire Agreement**

The Agreement supersedes all previous negotiations, marketing materials and proposals between the Parties with respect to the subject matter of the Agreement. However, this Agreement shall not terminate any already ordered valid Software licenses or Support and Maintenance subscriptions or any written agreements already existing between the Licensee and Solibri.

#### **14.5 Severability**

If any provision of the Agreement is held to be contrary to law, such provision shall be changed by the parties and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law. Other provisions will remain in full force and effect.

#### **14.6 Amendment**

Except as updated in accordance with Section 1 hereof, any amendment to this Agreement shall be valid only if made in writing and duly signed by authorized representatives of the Parties.

#### **14.7 Force Majeure**

Solibri shall be discharged from its obligations and liability in the case of factors due to an impediment beyond Solibri's control, which Solibri cannot reasonably be deemed to have taken into account at the time of the conclusion of the Agreement. Such events of force majeure ("**Force Majeure**") shall include (without being limited to) war, strikes and other labour disputes, acts of government, natural disasters, accidents, fire, failures of telecommunication, general shortages of energy, and failures in Internet and other networks outside Solibri's reasonable control. A delay of a subcontractor shall be deemed as Force Majeure in case the delay of the subcontractor is also caused by Force Majeure.

#### **14.8 Governing Law and Disputes**

The Agreement shall be construed in accordance with the laws of Finland, excluding its choice of law provisions and the UN Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim arising out of or relating to the Agreement shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. The arbitration shall take place in Helsinki, Finland, and shall be conducted in English. Notwithstanding the above, Solibri shall be entitled to seek equitable and/or injunctive relief to prevent or stop a violation of the terms and conditions in the Agreement in any court of law.