

ACADEMIC INSTITUTION LICENSE AGREEMENT

This Academic Institution License Agreement is between **DASSAULT SYSTEMES SAS**, located at 10, rue Marcel Dassault, 78140 Velizy-Villacoublay (RCS Versailles 479 953 226), France (hereinafter "Company") and the academic entity to which Company has provided the Licensed Programs ("Licensee"). This Agreement is applicable to the Licensed Programs granted by Company to Licensee, as well as services and support associated with the Licensed Programs. To the extent the Licensed Programs have been ordered by Licensee under a Quote issued by VAR as defined hereunder, then this Agreement is made by and between Licensee, Company and such VAR. Each party acts exclusively in its own name and on its own behalf with respect to the rights and obligations pursuant to this Agreement.

The license and rights granted under this Agreement are conditioned upon your status as an institution of education and/or research which grants academic degrees at all levels (diploma or certificate) remaining in effect for the term of this Agreement and any license granted hereunder.

Licensee is informed that the SHaPE Program (as defined below) is made available only if (i) Licensee uses Licensed Programs for himself and, (ii) Licensee and Student are located in an Authorized Country (as defined below).

The parties agree as follows:

1. DEFINITIONS

Academic Use means any use of the Licensed Programs by Users and/or Named Users for education, institutional, instruction, academic and/or Research Purposes, excluding any direct or indirect industrial, commercial and business purposes as further described in Section 2.

Agreement means this Academic Institution License Agreement, its Exhibit A and applicable Quote pursuant to which Licensee placed its order.

ALC means Annual License Charge as defined in Section 4.

Anniversary Date of the License is the anniversary date of (i) the date which Company or VAR, as applicable, has chosen pursuant to Section 4 or, absent such choice (ii) the corresponding Effective Date of the License.

Authorized Country means a country, in which the SHaPE Program may be made available, published on Company's website <http://campus.3ds.com/educators/software-for-classroom/shape/>, as modified from time to time.

Dassault Systèmes means Dassault Systèmes, a French société anonyme (RCS Versailles B 322 306 440) with its registered office at 9 rue Marcel Dassault, 78140 Velizy-Villacoublay, France.

Documentation means user documentation in any form or media as provided by Company for use in connection with Licensed Programs.

DS Group Company means Dassault Systèmes or any DS Subsidiary. Company is a DS Group Company.

DS Subsidiary means any company in which Dassault Systèmes, directly or indirectly, (i) owns more than 50% of the outstanding equity or ownership interest, or (ii) has the power to designate the managing authority.

Effective Date of the License means, for any license for a Licensed Program, the date on which such Licensed Program is shipped or made available to Licensee and, if applicable, and the associated license key is made available to Licensee.

Error means a material malfunction in the performance of a Licensed Program, as performance is described in its Documentation, and which is reported by Master Site and reproducible by Company.

Licensed Program means (i) any data processing program for which a license is ordered by and provided to Licensee pursuant to a Quote, consisting of a series of instructions or databases in machine readable form, (ii) associated Documentation, (iii) Maintenance Delivery and (iv) Releases. Licensed Programs do not include new versions of a Licensed Program, including any successor product which significantly differs in architecture, user interface or mode of delivery.

Licensee means an institution of education and/or research which grants academic degrees at all levels (diploma or certificate).

Machine means computer equipment i) belonging to Licensee or under its sole control or supervision, ii) located on Licensee's premises (provided when applicable that Users and/or Named Users may occasionally use laptop computers outside Licensee's premises) and iii) on which the Licensed Programs are executed.

Maintenance Delivery means a periodic delivery of a Licensed Program which mainly includes the correction of Error(s) for a given Release, if and when made generally available to the market.

Master Site means the single site designated by Licensee, which may be changed by written notification to Company or VAR as applicable, through which all deliveries and Support Service will be provided.

Named Users means a User authorized by Licensee with a unique username and password to use the Licensed Programs, running on a single Machine at any given time. For the purpose of clarification, (i) Licensee shall not use automated programs or "User Agents" programs or utilities to be used on behalf of multiple users to circumvent the purchase of Named User licenses and (ii) Named Users shall not share or use the same username and password. Licensee may replace Named Users as necessary to reflect permanent personnel changes, provided that the number of individuals authorized to use the Licensed Program does not exceed the maximum number of Named User licenses owned by Licensee at such time.

PLC means Primary License Charge as defined in Section 4.

Quote means a commercial proposal containing a quote for Licensed Programs made to Licensee either by Company, or by VAR (only with respect to Licensed Program identification, quantities thereof, and geographical scope of the license), as applicable.

Release means a periodic update of the same version of a Licensed Program if and when made generally available to the market.

Research Purposes means research activities undertaken by Users in the ordinary course of Licensee's academic programs.

SHaPE Program has the meaning given in Section 2.1.b.

Specific Terms for Third Party Software means the specific terms and conditions applicable to certain third party software components or third party software products not developed by or for a DS Group Company and licensed to Licensee to be used in connection with or within the Licensed Program, published on Company's website, www.3ds.com/ThirdPartyTerms, as modified from time to time.

Student means a natural person regularly enrolled as a *bona fide* student in Licensee's academic program.

Support Service means the maintenance, enhancement and/or support services referred to in Section 3.

Users means (i) any personnel of the Licensee dedicated either to education or research or (ii) any Student.

VAR means a distributor that has signed a General VAR Agreement ("GVA") with Dassault Systèmes, the Company or any other DS Subsidiary and that is identified in the Quote proposed to Licensee for the Licensed Programs.

YLC means Yearly License Charge as defined in Section 4.

2. GRANT OF RIGHT AND LICENSE BY COMPANY

2.1 Grant

In accordance with the terms of this Agreement, Licensee may order licenses of Licensed Programs for (i) use by Licensee and/or, as applicable, (ii) use by Students.

a) Use by Licensee

Upon the Effective Date of the License, and subject to the terms and conditions of this Agreement and of the Documentation, Company grants Licensee a non-exclusive, non-transferable license to use the Licensed Programs on the Machine(s) identified in the Quote pursuant to which Licensee placed its order and for the maximum number of Users, or Named Users, or the maximum use authorized through tokens, as applicable. Licensee has no right to sublicense. The Licensed Programs may only be operated by Users and/or Named Users for Academic Use and for Licensee's Research Purposes, provided however such research activities shall NOT directly or indirectly be for any commercial purposes of Licensee or any third party, nor relate directly or indirectly to (a) information sciences including without limitation information handling, information systems or technologies, and/or (b) Dassault Systèmes or DS Subsidiaries software or offerings, or to any domain they address including without limitation Product Lifecycle Management, business processes, simulation and 3D representation.

License keys or license tokens do not themselves grant the legal right to use the Licensed Programs. The existence and extent of the right to use Licensed Programs is established only by a valid license agreement.

Certain Licensed Programs either may contain third party software components or may be third party software products to which certain Specific Terms for Third Party Software apply. The current Specific Terms for Third Party Software may be found at www.3ds.com/ThirdPartyTerms. Licensee warrants that it has full knowledge of such Specific Terms for Third Party Software, and agrees to be bound by and to comply with such terms

b) Use by Students: SHaPE (Student Homework and Project Enabling) Program

Licensee may grant students access to the Licensed Programs licensed hereunder provided that: (i) the Student has signed the Academic Student License Agreement attached as Exhibit A and (ii) the Student's access will terminate on the earlier to occur of (a) the Student ceases to be a Student or (b) the expiration of the term for the license granted hereunder.

Licensee agrees that it is responsible for ensuring that Students use the Licensed Programs in conformity with the terms and conditions of this Agreement and of the Academic Student License Agreement attached as Exhibit A.

Any failure by Students to comply with terms and conditions of this Agreement or the Academic Student License Agreement which is not remedied in reasonable time following written notice thereof, shall be deemed a breach by Licensee of its obligations hereunder.

2.2 Restrictions

Licensee is not authorized to use the Licensed Programs (i) to develop software applications for use by or distribution to any third party, whether in whole or part, whether as standalone products or as components, and whatever the means of such distribution (including without limitation through the Internet or as Internet-based services), (ii) to perform or offer any type of services relating to the Licensed Programs, including but not limited to, consulting, training, assistance, customization or development relating to the Licensed Programs for any third party, irrespective of how such services are offered or performed (including without limitation through the Internet or as Internet-based services), or (iii) to teach courses or provide training for commercial purposes. Should Licensee wish to use the Licensed Programs for any use contemplated above, including without limitation under (i), (ii) or (iii), Licensee shall enter into a separate agreement with Dassault Systèmes, Company or an appropriate DS Subsidiary.

Except to the extent permitted by applicable law, Licensee shall not correct Errors, defects and other operating anomalies of the Licensed Programs. Except as is expressly set forth herein, no other express or implied right or license is granted to Licensee hereunder.

2.3 Copies

Licensee may make a reasonable number of copies of the applicable Licensed Program as necessary for installation and one copy for back-up per Machine in support of Licensee's authorized Academic Use as described above.

3. OTHER RIGHTS AND OBLIGATIONS

Obligations described in this Section 3 shall be undertaken by (i) VAR, in the event the Quote is made by VAR or (ii) Company in the event the Quote is made by Company or on its behalf.

In the event that VAR is a party to this Agreement, it is specifically understood and agreed by Company, Licensee and VAR respectively that any and all rights and obligations of VAR hereunder shall be conditional upon VAR's right to distribute the Licensed Programs to Licensee pursuant to the GVA between VAR and Company remaining in full force and effect. Should VAR cease for any reason to be entitled to distribute the Licensed Programs, or should VAR breach this Agreement and such breach is not cured within thirty (30) days of notification, VAR shall automatically cease to be a party to this Agreement without any right to compensation, indemnity or set off of any kind. Company may, upon written notification to Licensee, elect to assume directly all of VAR's rights and obligations under this Agreement and/or assign or otherwise transfer them in whole or in part to any other distributor that has signed a GVA with and has been designated by Company. VAR undertakes to provide all necessary assistance and to complete all formalities required or advisable, as the case may be, to achieve the purpose of the above.

a) Delivery. Within a reasonable period of time after Company's acceptance of a corresponding order, and only for the first order of a Release of a Licensed Program under each operating system, Company or VAR, as applicable will deliver to Licensee one (1) copy of such Licensed Program, and one (1) copy of the Documentation. If no VAR is a party to this Agreement, and unless otherwise agreed in writing by the parties, Licensed Programs ordered by Licensee from Company shall be delivered EXW (Incoterms 2000) at Company's premises identified in Company's Quote.

b) Support Service. Company or VAR or any third party which may be designated by Company, as applicable, will provide Support Services for Licensed Programs from the Effective Date of the License, subject to payment by Licensee of all applicable charges as follows and as further detailed in Company's Support Services website available at www.3ds.com/Support. Licensee shall be entitled to receive Maintenance Deliveries and Releases for the Licensed Programs.

Licensee, through its Master Site, may report Errors related to the Releases identified as supported on Company's Support Services website to Company or VAR, as applicable. In any case, each Release will be supported for a minimum period of twelve (12) months from the date such Release has been made publicly available.

Company or VAR, as applicable, shall be the primary point of contact of Licensee's Master Site for collecting, qualifying, and managing Licensee's incident reports. In the event VAR is such primary contact, VAR shall be responsible for redirecting the reports of incidents qualified as Errors to Company.

If VAR is providing other support services, Licensee and VAR shall contract separately for such services. Information available on the

www.3ds.com/Support website regarding Company's Support Services policies is subject to change at Company's sole discretion, provided however, except as set forth below, Company will not materially reduce the level of Support Services provided for the Licensed Programs during the current annual period for which Licensee has paid recurring charges. Any material reduction of the level of Support Services shall be applicable only if announced before the renewal notice period of Licensee's annual charges. Company may terminate Support Service for any Licensed Program starting twelve (12) months after withdrawal of such Licensed Program from marketing has been announced.

4. PRICE AND LICENSEE'S PAYMENT OBLIGATIONS

In consideration for the rights, licenses and services provided hereunder, Licensee shall pay the charges applicable to each license of Licensed Programs and, unless provided otherwise in this Agreement, at the price identified in the Quote pursuant to which Licensee made its order. Payments pursuant to this Section 4 shall be made to (i) VAR in the event the Quote is made by VAR or (ii) Company in the event the Quote is made by Company or on its behalf.

All prices are exclusive of taxes. Licensee shall be responsible for payment of any and all taxes, duties, excises, import VAT or similar charges of any nature whatsoever, now in force or enacted in the future, that are levied, assessed, charged, withheld, or collected for or in connection with Products provided hereunder or otherwise arising in connection with this Agreement, but excluding domestic taxes of Company (or VAR, if applicable) based on Company's (or VAR's) income, unless agreed otherwise in writing by Licensee and VAR.

Licensee shall pay interest for late payment at a rate of the lesser of one and one-half percent (1.5%) per month or the highest lawful rate, on all sums unpaid at the due date, plus reasonable attorney's fees and costs incurred by Company and/or VAR, as applicable, in collecting unpaid amounts.

Company or VAR, as applicable, shall have the right to set a common Anniversary Date for the payment of Support Service fees, ALC or YLC as the case may be, with respect to any license of any Licensed Program with different Effective Dates of License (subject to prorated calculation of any charges due for any period not covered as a result thereof).

Unless otherwise agreed to in writing by Company or VAR, as applicable, Licensee shall pay all invoices within thirty (30) days from the date of invoice by wire transfer.

Licensee may elect to order License Programs for (i) use by Licensee pursuant to Section 2.1 a), either under the PLC/ALC pricing structure or the YLC pricing structure described below; and/or, provided Licensee participates in the SHaPE Program (ii) for use by Students pursuant to Section 2.1 b) under the YLC pricing structure only.

Any Quote issued by Company or order placed by Licensee pursuant to this Agreement shall specify for each Licensed Program, if it is intended to be used either (i) by Licensee pursuant to Section 2.1 a), or (ii) by Student pursuant to Section 2.1 b).

(i) PLC/ALC Pricing Structure Primary License Charge or PLC

The Primary License Charge is applicable for each license of each Licensed Program. The PLC is a one time, non-refundable charge. Payment of the PLC for a Licensed Program provides Licensee with a perpetual license (subject to the conditions set forth in Section 2) to use the Release of such

Licensed Program made available by Company on Effective Date of the License.

Annual License Charge or ALC

The Annual License Charge is a yearly charge, payable in advance. For the first year of each license of each Licensed Program, Licensee shall pay the ALC together with the PLC. The price of the ALC for the first renewal of the ALC for each license, shall be the same as the initial ALC paid for such license, subject only to a revision on the basis of a relevant index identified in Company's or VAR's price list applicable as of the date of the Quote. Payment of the ALC for a Licensed Program entitles Licensee to (1) Support Service for the Licensed Program for one year and (2) a license (subject to the conditions set forth in Section 2) to use the Releases of such Licensed Program made available by Company during such year, in lieu of the licenses on the previous Releases of the Licensed Programs delivered to Licensee.

(ii) YLC Pricing Structure

Yearly License Charge or YLC

The Yearly License Charge for a Licensed Program is the charge for (1) a one year license (subject to the conditions set forth in Section 2 of this Agreement) to use the Releases of such Licensed Program made available by Company during such year, and (2) Support Service for the Licensed Program for one year. The YLC shall be paid in advance of the year to which it applies.

Prices of PLC, ALC and YLC are specific to each country or region as the case may be. Transfer of existing licenses to a new Machine located in another country or region may be subject to an adjustment in price and applicable taxes.

5. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

The Licensed Programs and Documentation, including, without limitation, any copies or compilations made by or for Licensee, in whole or in part, are the sole property of Company or its licensors. All intellectual property rights in the Licensed Programs and associated Documentation belong exclusively to Company or its licensors. Company and/or its licensors shall retain all title, copyright and other intellectual property rights in the Licensed Programs and all modifications, enhancements or other works derivative of the Licensed Programs.

Licensee shall preserve and reproduce any copyright, patent and trademark notices which may appear in the Licensed Programs and Documentation on all copies thereof, in whole or part. Licensee shall keep full, true and accurate records of all copies of the Licensed Programs and associated Documentation, which records shall be available for audit by Company as described in Section 12.7.

Licensee shall not provide, disclose or transmit any Licensed Program, nor any results of tests or benchmarks related to any Licensed Program, or copy thereof, in whole or in part, without the prior written consent of Company, except to Users and/or Named Users within the limits of the rights granted under this Agreement. Licensee shall take appropriate action with Users and/or Named Users, to ensure that Licensee complies with its obligations under this Agreement.

Licensee recognizes that the methodologies, techniques, expressions, ideas and concepts contained in or expressed within the Licensed Programs and associated Documentation may constitute proprietary information or trade secrets of Company or other owner. In such cases, Licensee shall treat them as confidential information and not disclose them as long as this Agreement is in effect and for three (3) years thereafter. Such confidential information

may only be disclosed to the extent required by law but in this case, such disclosure shall not relieve Licensee of Licensee's confidentiality obligations with respect to any other party..

Licensee acknowledges and agrees that the Licensed Programs may contain (i) protection keys and/or (ii) electronic devices generated through the Licensed Programs (watermarks). Such electronic devices may appear when running the Licensed Programs and remain visible at display. Licensee undertakes not to remove, tamper with or otherwise erase such electronic devices.

Licensee shall not reverse engineer, decompile, disassemble, or otherwise translate all or part of the Licensed Programs reduce any part of the Licensed Program to human-readable form nor permit any third party to do so. The interface information necessary to achieve interoperability of the Licensed Program with independently created computer programs will be provided by Company on request on payment of Company's reasonable costs and expenses for procuring and supplying such information.

6. PATENT AND COPYRIGHT INFRINGEMENT

Unless otherwise specified in applicable Specific Terms for Third Party Software, if operation of a Licensed Program becomes, or in Company's reasonable opinion, is likely to become the subject of an infringement claim, Licensee shall permit Company, at Company's option and expense, either to secure for Licensee the right to continue using the Licensed Program or to modify it, or replace it with another program which is functionally equivalent. If neither of the foregoing options is available on terms which are reasonable in Company's judgement, Licensee shall destroy or return said Licensed Program, and all copies thereof, to Company within one (1) month from Company's written request. In such a case, Company will grant Licensee a credit for the corresponding PLC fee paid, if applicable, depreciated on a straight-line over three (3) years, to be applied to future licenses, and will reimburse Licensee for the unaccrued portion of any associated recurring fees, including without limitation, ALCs or YLCs paid, as the case may be.

This Section 6 states Company's entire liability and Licensee's exclusive remedy for any claim of infringement under this Agreement.

7. CONTENT WATERMARKING

Any content that is produced using the Licensed Programs may automatically contain a specific watermarking in order to enable the identification of the type of Licensed Program license used to produce such content. Licensee shall not remove or attempt to remove any such watermarking. Company shall make reasonable commercial efforts to limit the impact of the watermarking on the display of the content. However, Licensee recognizes that Company has the right to provide for such watermarking to protect its rights and that licensee may not hold Company liable in this respect.

8. WARRANTIES, LIMITATION AND DISCLAIMER OF WARRANTIES

Subject to continuing payment of the applicable charges, Company warrants for ninety (90) days from delivery to Licensee (the "Warranty Period"), that the Release of any Licensed Program, will materially conform to its Documentation, provided that it is properly used in the operating environment specified by Company. If such Release of the Licensed Program does not conform, Company will attempt to make the Licensed Program perform as warranted. Company may request Licensee to install a Maintenance Delivery or a new Release for such performance. If after sixty (60) days from notice by Licensee of the non-conformity received within the Warranty Period, Company has not provided a conforming Licensed Program, Licensee's exclusive remedy and Company's entire liability for any breach of such

warranty is for Licensee to terminate the license related to the non-conforming Licensed Program within thirty (30) days after such sixty (60) period and obtain a refund of paid charges for such Licensed Program.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON INFRINGEMENT.

Company does not warrant that the functions of Licensed Programs will meet Licensee's requirements or will enable it to attain the objectives Licensee has set for itself, or that they will operate in the combination or environment selected for use by Licensee, or that the operation of the Licensed Programs will be uninterrupted or free of Errors. No employee or agent of Company is authorized to give a greater or different warranty. Licensee shall have exclusive responsibility for (a) program selection to achieve Licensee's intended results, (b) Licensed Program installation, (c) taking adequate measures to properly test, operate and use each Licensed Program and (d) results obtained therefrom. Licensee shall also have exclusive responsibility for selection, use and results of any other programs or programming equipment or services used in connection with the Licensed Program.

Licensee shall hold Company harmless from any claims relating to the use by Users and/or Named Users of the Licensed Programs.

9. LIMITATION OF LIABILITY

Each party is independently and exclusively responsible for obligations undertaken by it under this Agreement. No party can be held jointly and severally liable with another pursuant to this Agreement. No party shall be deemed an agent of another party pursuant to this Agreement.

To the maximum extent permitted by applicable law, and unless otherwise specified in Specific Terms for Third Party Software, VAR and Company's potential liability to Licensee, for any and all claims in any way arising from or in connection with the subject matter of this Agreement, is limited as further described below.

Company's and/or VAR's aggregate liability for direct damages shall not exceed in the aggregate the amount corresponding to the charges actually paid by Licensee in the preceding twelve (12) month period prior to the occurrence of the cause of action giving rise to the claim for the use of the Licensed Program which caused the damages.

To the maximum extent permitted by applicable law, neither Company nor VAR shall have any liability for any loss of income, loss of actual or anticipated profits, business interruption, loss of contracts, loss of goodwill or reputation, loss of business, loss of anticipated savings, loss of, damage to or corruption of data, or for any indirect or consequential loss or damage of any kind, that in any way relate to this Agreement, Licensed Programs, Documentation or Support Services, in each case howsoever arising, whether or not such loss or damage was foreseeable or in the contemplation of the parties, whether or not Company or VAR has been advised of the possibility of such damages and notwithstanding the failure of the essential purpose of any remedy.

Licensee expressly acknowledges that neither any VAR nor any DS Group Company can be held liable for damages caused by Licensee's failure to perform all or part of its obligations under the Agreement.

To the extent such limitation is permitted under applicable law, all legal actions against Company or a VAR must be filed with the appropriate judicial jurisdiction within two (2) years after the cause of action has arisen.

10. EXPORT AND REEXPORT LAWS AND REGULATIONS

Export to Licensee of Licensed Programs and Documentation is subject to all applicable countries' export and re-export laws and regulations. Licensee shall provide Company or VAR as the case may be, with all necessary assistance for any application for such authorizations, licenses and other approvals, or other documentation related to the export or re-export of Licensed Programs. Company shall have no liability whatsoever towards Licensee if such authorizations, licenses or approvals are not obtained. Licensee shall not export or re-export, either directly or indirectly, Licensed Programs or Documentation to any individual or entity which requires an export license or other governmental approval without first obtaining such license or approval. Licensee hereby certifies to Licensor that the Licensed Programs ordered hereunder will not be used in any nuclear, chemical, biological, weapons or missile delivery systems and will not be diverted to any country, company or individual that is prohibited by the British, U.S., French or other governments.

11. TERM AND TERMINATION

11.1 Termination of access to Support Service

a) **by Licensee:** Licensee may terminate access to Support Service for licenses ordered under a PLC/ALC pricing structure, subject to the following conditions: (i) Licensee shall notify thereof Company and VAR, if applicable, at least one (1) month prior to the Anniversary Date of the License, and (ii) such termination shall apply to Support Services related to all licenses of a given Licensed Program held by Licensee. In such case (x) Licensee shall have no further obligation to pay the ALCs related to the corresponding Licensed Programs, (y) Licensee shall duly certify in writing to Company that all copies, whether in whole or in part, of all Releases of the Licensed Programs and associated Documentation other than those of the latest Release of the Licensed Programs installed by Licensee, have been duly destroyed or returned to Company and (z) Support Service for such Licensed Programs will terminate at the expiration of the then current term. Subject to payment by Licensee of the then applicable process charge, Company will deliver the license keys necessary for Licensee to operate its perpetual licenses. Company shall have no further obligation to provide any service or deliver any Release in support of any such licenses, including for operation of the licenses in their hardware or software environment. Licensee may reinstate access to Support Service, provided such reinstatement is activated for all licenses of a given Licensed Program held by Licensee, and Licensee pays a reinstatement charge of an amount equal to one hundred and fifty percent (150%) of all ALCs that would have been due from the date of termination of access to the Support Services to the date of reinstatement of such Support Services.

b) **by VAR:** if applicable, in case of failure by Licensee to pay to VAR any ALC or YLC, VAR shall be entitled to terminate the provision of Support Services related to all Licensed Programs subject to ten (10) days prior written notice to Licensee and Company.

11.2 Termination by Licensee of licenses for Licensed Programs

Licensee may terminate any license to any Licensed Program by providing written notice to Company and to VAR, if any, one (1) month prior to the Anniversary Date of the License.

In such case, Licensee shall immediately destroy or return all copies, in whole or in part, of the terminated or expired Licensed Programs and associated Documentation, and duly certify the same in writing to Company.

11.3 Term and Termination of this Agreement

This Agreement shall come into force on the Effective Date of the License in respect of the first License ordered by Licensee and shall remain in full force and effect until the expiration of all licenses granted under this Agreement, unless terminated as provided hereunder.

Either Company or Licensee may terminate this Agreement and/or any licenses granted pursuant to section 2.1.a and 2.1.b, if the other is in material breach of any of its obligations and has failed to remedy such breach within one (1) month of receipt of written notice. The termination will not prejudice the rights and remedies of the non-breaching parties. In case of termination of the Agreement for uncured material breach by Licensee, Licensee shall provide promptly to Company a written certificate that all copies, in whole or in part, of the Licensed Programs and associated Documentation, have been destroyed or returned to Company.

11.4 Withdrawal of VAR

In the event Licensee fails to pay any ALC or YLC when due to VAR, VAR shall have the right, after thirty (30) days to withdraw from this Agreement, after informing Company and Licensee, provided it is not in breach of any of its obligations hereunder. Consequently, VAR shall cease to be a party to this Agreement, and shall have no further right or obligation hereunder.

12. MISCELLANEOUS

12.1 Purchase Orders. Licensee's purchasing terms and conditions shall not in any way modify or supplement the terms of this Agreement.

12.2 Notices. All notices required hereunder shall be communicated in English and shall be personally delivered or sent by registered mail or reputable express courier service, addressed to the parties at their addresses first mentioned above, or at such other address as either party may designate to the other by notice served as hereby required, or sent by facsimile transmission to the facsimile machine telephone number provided by the receiving party.

12.3 Force majeure. No party shall be liable for failure to perform its obligations hereunder, if such failure results from causes beyond its reasonable control such as acts of God, acts of terrorism, fire, explosion, strikes or labor disputes, delays by vendors or manufacturers, governmental acts, staff unavailability due to illness or airline flight delay or similar causes.

12.4 Severability. In the event any part of this Agreement (other than the provision obliging Licensee to make payment) is found to be invalid, illegal or unenforceable in any respect, the remaining provisions shall nevertheless be binding with the same effect as if the invalid, illegal or unenforceable part was originally deleted.

12.5 Transfer, Assignment & Subcontract. Neither Licensee nor VAR shall, in whole or in part, subcontract, assign, novate or otherwise transfer any or all of its rights, duties, benefits or obligations under this Agreement, or sublicense Licensed Programs to any third party. This Agreement shall be binding upon, and inure to the benefit of Company and its successors and assigns. Company shall be free to assign, delegate or otherwise transfer (including without limitation, by way of merger or contribution), any of its rights or obligations hereunder and/or otherwise subcontract any of its obligations hereunder, in whole or in part, to Dassault Systèmes, any DS Subsidiary and/or to any third party, without VAR's or Licensee's consent.

12.6 Non-Waiver & Amendments. No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing by all parties. Notwithstanding the foregoing, Company may add, modify or cancel any provision of this Agreement as required by Company's agreements with its licensors by written notice to Licensee and, if applicable, to VAR at any time. Such additions, modifications and cancellations shall not require the separate consent of Licensee or VAR and shall be effective immediately upon receipt of such notice. A party's failure at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.

12.7 Audit-Piracy. During the term of this Agreement and for a period of three (3) years thereafter, Licensee shall maintain accurate information records relating to the use (including without limitation all Academic Student License Agreements duly signed by Students, valid proofs of their academic status, such as but not limited to, identification cards and, if applicable, number of Named Users) and destruction of the Licensed Programs. During the term of this Agreement and for a period of three (3) years thereafter, Company shall have the right at any time, at its own expense and under reasonable conditions of time and place, to audit and copy these records. Licensee also hereby entitles and authorizes Company to verify its compliance with the terms of the Agreement. For such purpose Company may (i) conduct any review on Licensee's premises during normal business hours, in a manner that minimizes disruption to its business and/or (ii) provide Licensee with utilities, either included within the Licensed Programs or separately, for purposes of analyzing access rights and utilization, to establish usage by Licensee. Company may require Licensee to provide it or any third party Company engages to conduct such verification, with machine access, copies of system tools outputs, unmodified outputs files and/or report(s) of any utilities, or other electronic or hard copy system information as appropriate. If the audit reveals that Licensee has underpaid fees to Company, Licensee shall promptly pay to Company such fees at the then current list price. In the event such underpayment is five percent or greater, then in addition to Licensee paying the applicable fees, Licensee shall reimburse Company for the cost of such audit. In a joint effort to prevent software piracy, Licensee shall comply with any changes in the Licensed Programs licensing security mechanism that aims at preventing fraud.

12.8 Entire Agreement. This Agreement is the complete agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements, understandings, representations, purchase orders and communications, whether oral or written. Licensee acknowledges that it has not relied on the future availability of functionality or product updates with respect to any Licensed Programs in entering into this Agreement. The terms of this Agreement shall have no force or effect with respect to any claim based on the use of any intellectual property rights of Company outside the scope of the licenses expressly granted herein. Except as expressly permitted herein, this Agreement may be modified only by written amendment signed by the parties and no other act, document, usage or custom shall be deemed to amend or modify this Agreement, including but not limited to Licensee's terms and conditions. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied on entering into this Agreement (unless such untrue statement was made fraudulently or was as to a fundamental matter including as to a matter fundamental to the other party's abilities to perform its obligations under the Agreement) and that party's only remedies shall be for breach of contract.

12.9 Governing law and Jurisdiction. The Agreement shall be governed and construed in accordance with the laws of France.

(a) The Commercial Court of Paris ("Tribunal de Commerce de Paris") shall have exclusive jurisdiction to hear any dispute arising out of or in connection with the interpretation and/or performance of this Agreement, however, the Parties acknowledge and agree that in the event that the subject matter of any such dispute is Intellectual Property, Company shall have the right to bring any such dispute before the French Civil Court having jurisdiction pursuant to the French Code of Civil Procedure ("Nouveau Code de Procédure Civile").

(b) Licensee acknowledges and agrees that the paragraph immediately above shall not prevent, restrict or otherwise limit in any manner, Company's rights to seek equitable remedies, including injunctive relief before any competent court in any jurisdiction.

12.10 Survival. All disclaimers of warranties and conditions, any limitations of liability set forth in this Agreement and Sections 2.2, 5, 8, 9 and 10 shall survive termination of said Agreement.

EXHIBIT A: ACADEMIC STUDENT LICENSE AGREEMENT
SHaPE Program

The parties agree as follows:

This Academic Student License Agreement is a legally binding contract entered into between This Academic Student License Agreement is a legally binding contract entered into between DASSAULT SYSTEMES SAS, with its principal place of business at 10, rue Marcel Dassault, 78140 Velizy-Villacoublay (RCS Versailles 479 953 226), France (hereinafter, the "Company" or "Us"), and the student to whom Company has provided the Licensed Program(s) as defined below (hereinafter "You" or "Your").

This Academic Student License Agreement is conditioned on (i) execution of an Academic Institution License Agreement by and between Company and Academic Partner (as hereafter defined), (ii) Academic Partner's and Student's location in the same Authorized Country and (iii) Your status as a Student of Academic Partner.

The Licensed Program is protected by all applicable copyright laws and international copyright treaties, as well as all other applicable intellectual property laws. All Licensed Programs provided by Company and all copies including compilations, revisions, and updates thereof shall remain the sole property of Company or its suppliers or licensors.

Copying or using all or part of the Licensed Program or any Documentation (as defined below), except as permitted by this Agreement, is unauthorized and constitutes a material breach of this Agreement and an infringement of the copyright and other Intellectual Property Rights in such Licensed Program and Documentation. If you copy or use all or any part of the Licensed Program or its Documentation without entering into this Agreement or otherwise obtaining written permission from Company, you are violating copyright and other applicable Intellectual Property Rights. You may be liable to Company and its licensors for damages and you may be subject to criminal penalties.

This Academic Student License Agreement is applicable to any licenses granted by Company on the Licensed Programs as defined below.

1. DEFINITIONS

"Academic Partner" means an institution of education and/or research which grants academic degrees at all levels that has regularly entered into an Academic Institution License Agreement with Us.

"Agreement" means this Academic Student License Agreement.

"Authorized Country" means a country, in which Academic Partner is authorized by Company to order licenses of Licensed Programs for (i) use by Academic Partner and/or, as applicable, (ii) use by Students, published on Company's website <http://campus.3ds.com/educators/software-for-classroom/shape/>, as modified from time to time.

"Documentation" means, at any time, the current user documentation in any form or media as provided by Company for use in connection with Licensed Program.

"Effective Date of the License" means, for any Licensed Program, the date on which the Licensed Program and the associated password or license key, if applicable, are made available to You.

"Intellectual Property Rights" collectively means any and all copyrights, moral rights, rights, patents, patent applications, patent registrations, patent renewals, inventions, designs and trade dresses, trade secrets, know-how, trade marks, service marks, trade names, service names, all rights in the nature of unfair competition rights and rights to sue in passing off and confidentiality or any other similar proprietary right arising or enforceable anywhere in the world.

"License Charge" means the License Charge as defined in section 5 of this Agreement.

"Licensed Program" means (i) any data processing program for which a license is ordered by You and provided to You by Us pursuant to a Student Order, consisting of a series of instructions or databases in machine readable form, and (ii) associated Documentation.

"Machine" means any computer owned, leased by You or otherwise in Your lawful custody, identified in the Student Order placed by You by type, serial number, target ID and installation address.

"Student" means a natural person (i) regularly enrolled as a student in an academic program and (ii) holding a valid registration receipt for the current

semester or a valid letter of enrollment on the academic institution's letterhead for the current year.

"Student Order" means the order placed by You with Us through Academic Partner for ordering the Licensed Program.

"You" means a Student enrolled in an academic program organized by Academic Partner.

2. GRANT OF LICENSE

Upon the Effective Date of the License, subject to the terms and conditions of this Agreement, and provided (i) Academic Partner is party to a valid and effective Academic Institution License Agreement with Us, (ii) You are a

Student enrolled in an academic program organized by Academic Partner and (iii) You or Academic Partner have paid the applicable License Charge, Company grants You a limited, non-exclusive and non-transferable license to install and use one (1) copy of the Licensed Program on the Machine for a fixed period of twelve (12) months. You agree to notify Us in writing of any change of Machine.

Licensed Program may only be operated by You, on the Machine and only for Your individual, personal and non-commercial learning, academic and/or research purposes, excluding any other purposes such as, but without limitation, any direct or indirect industrial, commercial and/or business purposes.

You may make back-up copies of the Licensed Program, provided this is only for the purposes of Your legal use.

Except as expressly set forth herein, no other express or implied right or license is provided to You and Company reserves all rights not expressly granted to You.

3. RESTRICTIONS

To the extent permitted by applicable law, You may not in any manner, directly or indirectly, whether for free or against payment, regardless of the means and processes used:

- a) Perform or offer any type of services directly or indirectly related to the Licensed Program, including but not limited to, consulting, training, assistance, customization or development services, for any third party, irrespective of how such services are offered or performed (including without limitation through the Internet or as Internet-based services);
- b) Operate the Licensed Program on a wide area network or over the Internet, unless the Licensed Program is identified in the relevant Documentation as being designed for use on the Internet;
- c) Reproduce, copy or otherwise use the Licensed Program except as permitted by this Agreement;
- d) Cause or permit reverse engineering, disassembly or decompilation of the Licensed Program, unless required to achieve necessary information for interoperability of an independent computer program, as far as such information cannot be achieved otherwise;
- e) Modify, adapt, correct, update, maintain, translate or alter in any manner all or part of the Licensed Program;
- f) Make any derivative works of all or part of the Licensed Program and notably, without limitation, use the Licensed Program to develop software applications for use by or distribution to any third party, whether in whole or part, whether as standalone products or as components, and whatever the means of such distribution (including without limitation through the Internet or as Internet-based services);
- g) Distribute, disseminate, communicate, display or otherwise make available, directly or indirectly, all or part of the Licensed Program;
- h) Disclose or publish results of any Licensed Program benchmark tests without Company's prior written consent;
- i) Rent, lease, sublicense, give access or otherwise timeshare the Licensed Program to or with any third party, for any purpose;
- j) Assign, give or transfer the Licensed Program, any title thereto or any interest therein to another individual or entity;
- k) Export, directly or indirectly, the Licensed Program (or any direct product thereof) in violation of applicable export control laws, as further detailed in section 10 of this Agreement;
- l) Dissimulate, remove or modify any of the Licensed Program markings or any notice of Company's proprietary rights;
- m) Sell or charge for any content produced with the Licensed Program. If You wish to produce content to generate income, do not install this Licensed Program;

- n) Publicly use and/or display the Licensed Program and/or the contents You have created in public performances or multimedia installations without Company's prior written approval;
- o) Correct errors, defects bugs and other operating defaults or malfunction of the Licensed Program. Company reserves the right (without having the obligation) to correct errors and defect bugs affecting the Licensed Program;
- p) Perform any act that is not expressly authorized herein.

4. DELIVERY

Delivery of the Licensed Program is exclusively made through Academic Partner.

Provided You have placed a Student Order through Academic Partner and subject to Company's acceptance of the Student-Order, You will be provided with one (1) copy of the Licensed Program to be installed solely on the Machine.

5. LICENSE CHARGE AND PAYMENT OBLIGATIONS

In consideration of Your or Academic Partner's payment of the License Charge, Company grants you the rights and licenses provided hereunder. You shall pay the License Charge applicable to Licensed Program at the price identified in the Student Order as accepted by Company.

The License Charge for the Licensed Program is the charge for a one (1) year license to use the Licensed Program identified in the Student Order accepted by Company. The License Charge shall be paid in full, in advance.

Prices are specific to each country, state or region as the case may be and are exclusive of all taxes.

There shall be no refunds of charges except as expressly set forth in this Agreement. You shall be responsible for any and all taxes, including any value added tax, however designated, levied or based on licenses, activities or payments under this Agreement, exclusive of taxes based on the net income of Company.

6. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

The Licensed Program is licensed, not sold.

The Licensed Programs, including any copies, compilations, made by or for You, in whole or in part, are the sole property of Company or its licensors. All Intellectual Property Rights in the Licensed Programs belong exclusively to Company or its licensors. Company and/or its licensors shall retain all title, copyright and other Intellectual Property Rights in the Licensed Programs and all modifications, enhancements or other works derivative of the Licensed Programs.

You expressly recognize the complete and entire ownership of Company and/or other owner to the Licensed Program and all rights pertaining thereto. Consequently, You undertake to respect the abovementioned rights and not to violate and/or challenge in any manner whatsoever, either directly or indirectly, said rights.

You recognize that the methodologies, techniques, expressions, ideas and

concepts contained in or expressed within the Licensed Programs are proprietary information or trade secrets of Company or its licensors. You shall treat them as confidential information and not disclose them as long as this Agreement is in effect and for three (3) years thereafter.

During the term of the Agreement, You undertake to inform Company, without delay, of all infringements of the Licensed Program which You may be or become aware of.

You remain responsible for obtaining the necessary authorizations required for You to create and develop content using the Licensed Program, in particular when using and adapting third party copyrightable elements. Company shall not be responsible for Your use of the Licensed Program and the contents created by You through Your use of the Licensed Program.

You acknowledge and agree that the Licensed Program may contain (i) protection keys and/or (ii) electronic devices generated through the use of Licensed Program (watermarks). Such electronic devices may appear on Your screen when You are running the Licensed Program and remain visible when displaying Your work. Company shall make reasonable commercial efforts to limit the impact of the watermarking on the display of the content. You undertake not to remove, temper or otherwise erase such electronic devices. You recognize that Company has the right to provide for such watermarking to protect its rights and that You may not hold Company liable in this respect.

7. CONTENT WATERMARKING

Any content that you produce using the Licensed Program may automatically contain a specific watermarking in order to enable the identification of the type of Licensed Program license used to produce such content. You shall not remove or attempt to remove any such watermarking. Company shall make reasonable commercial efforts to limit the impact of the watermarking on the display of the content. However, you recognize that Company has the right to provide for such watermarking to protect its rights and that you may not hold Company liable in this respect.

8. LIMITATION AND DISCLAIMER OF WARRANTIES

Company warrants that the Licensed Program, when properly used, will operate in all material respects in conformity with the Documentation. In the event of a non-conforming Licensed Program, Company may remove any and all errors at its choice by correction, workaround or redelivery. If after sixty (60) days from notice by Licensee of the non-conformity received within the Warranty Period, Company has not provided a conforming Licensed Program, Your sole remedies and your only warranty rights shall be the reduction of the paid remuneration or withdrawal from the contract with a refund of the License Charge paid for the affected Licensed Program. In case of breach by Company of the Licensed Program warranty, You agree to promptly notify Company in writing of same and to provide a copy of the Licensed Program, details of the non-conforming element(s) of the Licensed Program and a description of the incidents that You encounter when using the Licensed Program.

The foregoing warranty will not apply to the extent that the breach of warranty or Licensed Program defect is not brought to the attention of Company during the applicable warranty period or arises as a result of (i) failure to properly install or use the Licensed Program in accordance with its Documentation, (ii) modification of the Licensed Program other than by Company and/or its licensors, (iii) failure to promptly install any update to the Licensed Program provided by or on behalf of Company that would have

eliminated the defect or (iv) the combination of the Licensed Program with other items not provided by Company, its suppliers, or licensors, but only if the breach would not have occurred from use of the Licensed Program alone.

You acknowledge that (i) the Licensed Program may not satisfy all of Your requirements and (ii) use of the Licensed Program may not be uninterrupted or error free. You further acknowledge that (i) the License Charge and other fees under this Agreement are based on the limited warranty, disclaimers and limitations of liability specified in this Agreement and (ii) such fees and other charges would be substantially higher if any of these provisions were unenforceable.

Because of the non perpetual License for the Licensed Program the following applies in addition: a termination right of You for not granting the use of a Licensed Program according to § 543 Sec. 2 Sentence 1 No. 1 BGB (German Civil Code) is excluded, as far as rework or replacement have not failed. Also a liability of Company without a fault for errors in a Licensed Program existing at the time of conclusion of the agreement acc. to § 536a Sec. 1 BGB (German Civil Code) is expressly excluded.

No further warranty rights for all Licensed Programs do exist.

9. LIMITATION OF LIABILITY FOR INDIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES

UNLESS OTHERWISE SPECIFIED IN APPLICABLE SPECIFIC TERMS FOR THIRD PARTY SOFTWARE, COMPANY'S POTENTIAL LIABILITY TO YOU, FOR ANY AND ALL CLAIMS IN ANYWAY ARISING FROM OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY ETC. IS LIMITED AS FOLLOWS:

- COMPANY SHALL BE LIABLE WITHOUT LIMITATION FOR PERSONAL INJURIES AND DAMAGES CAUSED BY GROSS OR WILLFUL NEGLIGENCE AND FOR SUCH DAMAGES, WHICH HAVE ACCRUED THROUGH THE BREACH OF A WARRANTED CHARACTERISTIC ASSUMED WITH THE CONCLUSION OF THIS AGREEMENT.
- FOR DAMAGES CAUSED BY ORDINARY NEGLIGENCE, LIABILITY IS LIMITED TO THE INFRINGEMENT OF A CARDINAL OBLIGATION AND TO SUCH DAMAGES, WHICH MUST BE ANTICIPATED TYPICALLY WITHIN THE LEASE OF SOFTWARE, IN SUCH CASES COMPANY IS LIABLE FOR EACH DAMAGE CASE UP TO AN AMOUNT FIVE TIMES THE CHARGES ACTUALLY PAID BY LICENSEE IN THE PRECEDING TWELVE MONTH PERIOD PRIOR TO THE OCCURRENCE OF THE CAUSE OF ACTION GIVING RISE TO THE CLAIM FOR THE USE OF THE LICENSED PROGRAM WHICH CAUSED THE DAMAGE IN THE EVENT.
- IN CASE OF DELAY OF COMPANY, COMPANY WILL REIMBURSE LICENSEE THE PROVALBE DAMAGE CAUSED THROUGH THIS WITHIN THE LIMITS OF THIS LIABILITY CLAUSE.

10. EXPORT RESTRICTIONS

Export to You of Licensed Programs and Documentation is subject to all applicable countries' export and re-export laws and regulations. You shall provide Us with all necessary assistance for any application for such authorizations, licenses and other approvals, or other documentation related to the export or re-export of Licensed Programs. Company shall have no liability whatsoever towards You if such authorizations, licenses or approvals

are not obtained. You shall not export or re-export, either directly or indirectly, Licensed Programs or Documentation when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval.

11. TERM AND TERMINATION

Subject to the terms of this Agreement and except as otherwise indicated herein, the Licensed Program is licensed for a term of twelve (12) months from the Effective Date of the Agreement, unless earlier terminated.

In the event you need to install license keys to the Licensed Program, such license keys shall no longer be valid as of the date of expiration of the Agreement and in any event twelve (12) months after the Effective Date of the License.

Either Company or You may terminate this Agreement and/or any licenses granted hereunder, if the other is in material breach of any of its obligations and has failed to remedy such breach within thirty (30) days from the date of receipt of written notice. However, Company may terminate this Agreement immediately upon written notice in case of violation by You of sections 2, 3, 5 and 6. The termination will not prejudice the rights and remedies of the non-breaching party.

In case of termination or expiration of the Agreement, You shall immediately (i) cease all use of the Licensed Program, (ii) destroy all copies, in whole or in part, of the Licensed Program and (iii) delete all Licensed Programs from the Machine.

All disclaimers of warranties and conditions and any limitations of liability set forth in this Agreement shall survive termination of said Agreement.

12. INDEMNITY

Indemnity. If an action is brought against You claiming that the Licensed Program infringes a copyright of a member state of the Berne Convention, Company will defend You at its own expense and subject to this section, pay the damages and costs finally awarded against You in the infringement action, but only if (i) You notify Company promptly upon learning that the claim might be asserted, (ii) Company has sole control over the defense of the claim and any negotiation or settlement or compromise and (iii) You fully cooperate with Company in the defense or settlement of the claim.

Opportunity to Cure. If a claim described in this section may be or has been asserted, You will permit Company, at its sole option and expense, to (i) procure the right to continue using the Licensed Program or (ii) replace or modify the Licensed Program to eliminate the infringement while providing functionally equivalent performance or (iii) terminate the licenses hereunder.

Limitation. Company shall have no indemnity obligation to You under this section if the copyright infringement claim results from (i) a correction or modification of the Licensed Program not provided by Company, (ii) the failure to promptly install an update or (iii) the combination of the Licensed Program with other items not provided by Company, but only if the infringement claim would have been avoided by use of the Licensed Program alone.

This section 12 states Company's entire liability and Your exclusive remedy for any claim of infringement.

13. MISCELLANEOUS

Notices. All notices required hereunder shall be communicated in German or English and shall be personally delivered or sent by certified mail with acknowledgment of receipt or by a reputable express courier service, addressed to the parties at their addresses as mentioned above or on the Student -Order, or at such other address as either party may designate to the other by notice served as hereby required.

Severability. In the event any provision of this Agreement (other than the provision obligating You or Academic Partner to make payment) is found to be invalid, illegal or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability. The illegality, invalidity or unenforceability of such provision in that jurisdiction shall not in any manner affect the legality, validity or enforceability of any other provision of this Agreement or in any other jurisdiction. The remaining provisions shall nevertheless be binding with the same effect as if the invalid, illegal or unenforceable part was originally deleted.

Transfer, Assignment & Subcontract. You shall not subcontract, assign, delegate or otherwise transfer all or part of Your rights, duties, benefits and/or obligations under this Agreement, or sublicense the Licensed Program to any third party. This Agreement shall be binding upon, and inure to the benefit of Company and its successors and assigns. Company shall be free to assign, delegate or otherwise transfer (including without limitation, by way of merger or contribution), any of its rights or obligations hereunder and/or otherwise subcontract any of its obligations hereunder, in whole or in part, to Company, any Company subsidiary, affiliate and/or to any third party, without Your consent.

Amendments & Non-Waiver. No alteration, modification, waiver or cancellation of any of the provisions of this Agreement shall be binding unless made in writing by You and Company. Either party's failure or delay at any time or times to require performance of any provision hereof or to exercise any right, power or privilege hereunder shall in no manner affect his right to enforce such provision at a later time and shall not operate as a waiver.

Entire Agreement. This Agreement and the related Documentation constitutes the entire understanding between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements, understandings, advertising, representations, purchase orders and communications, whether oral or written. The terms of this Agreement shall have no force or effect with respect to any claim based on the use of any Intellectual Property Rights of Company outside the scope of the licenses expressly granted herein. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied on entering into this Agreement (unless such untrue statement was made fraudulently or was as to a fundamental matter including as to a matter fundamental to the other party's abilities to perform its obligations under the Agreement) and that party's only remedies shall be for breach of contract.

Governing law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Federal Republic of Germany, without regard to any conflict of laws principles and excluding application of the United Nations Convention for the International Sale of Goods.

Please acknowledge Your acceptance of the terms and conditions set forth in this Agreement, by signing and printing your name in the spaces set forth below and returning the signed Agreement to Academic Partner.

Student Signature: _____

Printed Name: _____

Date: