

Vero End User Licence Agreement (EULA)

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE INSTALLING THE LICENSED MATERIALS:

Last updated: 22 September 2016

This licence agreement (**Licence**) is a legal agreement between the Licensee and the Licensor.

Various capitalised terms used in this Licence are defined in Exhibit A (if the terms are not defined in the main body of this Licence).

WE LICENSE YOUR USE OF THE LICENSED MATERIALS ONLY ON THE CONDITION THAT YOU, THE LICENSEE, ACCEPT ALL OF THE TERMS CONTAINED OR REFERENCED IN THIS LICENCE.

By selecting the 'I Accept' button or other button or mechanism designed to acknowledge agreement to the terms of an electronic copy of this Licence, or by Installing, downloading, Accessing, or otherwise copying or using all or any portion of the Licensed Materials you (i) accept this Licence on behalf of the person for which you are authorised to act (e.g., an employer) and acknowledge that such person is legally bound by this Licence (and you agree to act in a manner consistent with this Licence) or, if there is no such entity for which you are authorised to act, you accept this Licence on behalf of yourself as an individual and acknowledge that you are legally bound by this Licence, and (ii) you represent and warrant that you have the right, power and authority to act on behalf of and bind such person (if any) or yourself. You may not accept this Licence on behalf of another person unless you are an employee or other agent of such other person with the right, power and authority to act on behalf of such other entity.

If you, the Licensee, are unwilling to accept this Licence, or you do not have the right, power and authority to act on behalf of and bind such person or yourself as an individual (if there is no such person), (a) DO NOT SELECT THE "I ACCEPT" BUTTON OR OTHERWISE CLICK ON ANY BUTTON OR OTHER MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT, AND DO NOT INSTALL, DOWNLOAD, ACCESS, OR OTHERWISE COPY OR USE ALL OR ANY PORTION OF THE LICENSED MATERIALS; AND (b) WITHIN THIRTY (30) DAYS FROM THE DATE OF ACQUIRING THE LICENSED MATERIALS, YOU MAY RETURN THEM (INCLUDING ANY COPIES) TO THE ENTITY FROM WHICH THEY WERE ACQUIRED, ALONG WITH ANY RELEVANT PROOF OF PAYMENT, FOR A REFUND OF THE APPLICABLE LICENCE FEES PAID.

We license use of the Licensed Materials to you on the basis of this Licence. We do not sell the Licensed Materials to you. We remain the owners of the Licensed Materials at all times.

Variations to this Licence will not be effective or legally binding unless in writing and signed by or on behalf of us.

You should print a copy of this Licence for future reference.

1. GRANT AND SCOPE OF LICENCE

- 1.1 In consideration of you agreeing to abide by the terms of this Licence **AND** the payment of the relevant Licence Fee, the Licensor hereby grants to you a non-exclusive, non-sublicensable, non-transferable, limited licence to install and use the Licensed Materials under the terms of this Licence, in each case (a) in the Territory, (b) within the scope of the Licence Type, Permitted Number and rights relating to the API specified in the applicable Licence Identification, and (c) in accordance with the other terms of this Licence. Various Licence Types are described in Exhibit B. In any case where the Licence Identification does not specify a Licence Type, Permitted Number or rights relating to the API or there is no Licence Identification, the Licence Type will, by default, be the Evaluation Licence, the Permitted Number will, by default, be one (1) and you shall have no rights to create Add-Ins using the API.
- 1.2 You may:
 - (a) Install and use the Licensed Materials subject to the conditions associated with the relevant Licence Type detailed in Exhibit B (and, in the case of Supplemental Materials, subject to any additional and/or different terms and conditions supplied by the Licensor with such Supplemental Materials, which in the event of any conflict shall take precedence over the terms of this Licence).
 - (b) provided it is used on only one Computer at any one time, transfer the Licensed Materials from one Computer to another within the Licensee organisation or entity;
 - (c) make a reasonable number of copies of the Licensed Materials for back-up purposes, or as part of a back-up scheme; and
 - (d) receive and use any free supplementary software code or update of the Licensed Materials incorporating "patches" and corrections of errors as may be provided by the Licensor from time to time.
- 1.3 **Subscription.** We may offer, and Licensee may elect to acquire, Subscriptions for the Licensed Materials licensed to Licensee under this Licence (and such Subscriptions may include rights in addition to or different from those set forth in this Licence). Any Subscriptions are subject to the Licensor's specific terms and conditions, which are set forth in the applicable Subscription program terms and conditions (and in the event of any conflict, those terms and conditions shall take precedence over the terms of this Licence). You agree that if you request, accept, or

make use of any Subscription, you will be bound by such terms, as they may be modified from time to time in accordance with the applicable Subscription program terms and conditions, and you agree to comply with those terms. You also acknowledge that we may require a further acceptance of such terms as a condition to providing Subscriptions.

2. RESTRICTIONS

2.1 Except as expressly set out in this Licence or as permitted by any local law, you agree:

- (a) not to copy the Licensed Materials except where such copying is incidental to normal use of the Licensed Materials or where it is necessary for the purpose of back-up or operational security;
- (b) subject to Clause 2.2, not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Licensed Materials;
- (c) not to make alterations to, or modifications of, the whole or any part of the Licensed Materials nor permit the Licensed Materials or any part of them to be combined with, or become incorporated in, any other programs other than, where Clause 14 applies, in accordance with Clause 14;
- (d) not to disassemble, de-compile, reverse engineer or create derivative works (other than, where Clause 14 applies, in accordance with Clause 14) based on the whole or any part of the Licensed Materials nor attempt to do any such things except to the extent that (by virtue of the Applicable Law) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Licensed Materials with another software program, and provided that the information obtained by you during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the Software with another software program;
 - (ii) is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it; and
 - (iii) is not used to create any software which is substantially similar to the Licensed Materials;
- (e) to keep all copies of the Licensed Materials secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Licensed Materials;
- (f) to supervise and control use of the Licensed Materials and ensure that the Licensed Materials are used by your employees and representatives in accordance with the terms of this Licence;
- (g) to retain all proprietary notices and legends contained on the Licensed Materials and on all copies and to include our copyright notice on all entire and partial copies of the Licensed Materials in any form;
- (h) not to provide, or otherwise make available, the Licensed Materials in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us; and
- (i) not to use the Licensed Materials via any communications network or by means of remote access unless specifically provisioned for and supported by the technical protection measures (**TPM**) or licence compliance system.

2.2 For the avoidance of doubt, nothing in this Licence shall restrict your ability to raise a charge and grant security over the Licence with a reputable third party funder.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 You acknowledge that all intellectual property rights in the Licensed Materials throughout the world belong to us (or, in some instances, belong to a third party which has granted us the right to embed its product in the Licensed Materials), that rights in the Licensed Materials are licensed (not sold) to you, and that you have no rights in, or to, the Licensed Materials other than the right to use them in accordance with the terms of this Licence.

3.2 You acknowledge that you have no right to have access to the Software or Supplemental Materials in source code form or in unlocked coding or with comments.

3.3 The Licensor and its licensors and affiliates take all legal steps to eliminate piracy of their software products. In this context, the Licensed Materials may include a security mechanism that can detect the installation or use of illegal copies of the Licensed Materials, and collect and transmit data about those illegal copies. Data collected will not include any customer data created with the Licensed Materials, but may be personally identifiable data. By using the Licensed Materials, you consent to such detection and collection of data, as well as its transmission. We reserve the right to use TPM to protect the integrity and intellectual property rights of the Licensed Materials. You must not attempt in any way to remove or circumvent any such TPM, nor to apply, manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or expose for sale or hire, nor have in your possession for private or commercial purposes, any means whose intended purpose is to facilitate the unauthorised removal or circumvention of such TPM. Any personally identifiable data collected as part of such TPM will be used solely to help enforce compliance with this Licence, and will not be used for sales or marketing purposes.

3.4 You acknowledge that you have read and accept the terms of our Privacy Policy and Website Terms of Use which can be found at <http://www.verosoftware.com/privacypolicy>.

3.5 We warrant that at the date of this Licence our license of the Licensed Materials to you does not infringe the intellectual property rights of any third party provided that your use of the Licensed Materials is in accordance with this Licence.

4. **LIMITED WARRANTY**

4.1 We warrant that:

- (a) any medium on which the Licensed Materials are stored and distributed is (at the time it is supplied) free from defects in design, material and workmanship under normal use;
- (b) the Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in any User Documentation provided; and
- (c) that any User Documentation provided, substantially describes the operation of the Software,

for a period of 90 days from the date of installation of the Software (**Warranty Period**). If a defect in delivery medium occurs during the Warranty Period, you should contact the agent, reseller or distributor from whom you purchased the Software, who will replace it free of charge or provide an alternative delivery mechanism at their discretion, subject to confirmation of the original sale.

4.2 If, within the Warranty Period, you notify us in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the User Documentation, we will, at our sole option, either repair or replace the Software, provide a suitable workaround or reimburse the Licence Fee, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.

4.3 The warranty does not apply:

- (a) if the defect or fault in the Software results from you having amended the Software;
- (b) if the defect or fault in the Software results from you having used the Software in contravention of the terms of this Licence; or
- (c) if the defect or fault comes about as a result of or through lack of training on the part of the Licensee.

4.4 If you are a Consumer, this warranty is in addition to your legal rights in relation to Software that is faulty or not as described. You should seek legal advice from the relevant organisation in your country.

5. **LIMITATION OF LIABILITY IF YOU ARE A BUSINESS USER**

5.1 You acknowledge that the Licensed Materials have not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software and the Supplemental Materials as described in the User Documentation meet your requirements.

5.2 You acknowledge and accept that the Licensed Materials may form part of a process that drives industrial machinery, but at all times it is your responsibility to validate the results generated from the Licensed Materials prior to them being used elsewhere. We do not guarantee the correct or expected behaviour of any industrial machinery that uses output generated from the Licensed Materials whether directly or indirectly.

5.3 If you are a business customer, we only supply the Licensed Materials for internal use by your business, and you agree not to use the Licensed Materials for any re-sale purposes.

5.4 We shall not under any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licensed Materials for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss or corruption of data or information;
- (e) loss of business opportunity, goodwill or reputation; or
- (f) any indirect or consequential loss or damage.

5.5 Subject to Clause 5.6, other than the losses already set out (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 110% of the Licence Fee.

5.6 Nothing in this Licence shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misstatement; or
- (c) any other liability that cannot be excluded or limited by the Applicable Law.

- 5.7 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Licensed Materials. Other than as expressly stated in this Licence the Licensed Materials are provided "as is" and without warranties as to performance and accuracy.
- 5.8 Licensor's, a reseller's or a third party's representatives may have made statements about the Licensed Materials. Any such statements do not constitute warranties or commitment from Licensor because of the diversity of conditions and hardware under which they may be used.
- 5.9 Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Licensed Materials which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.
- 5.10 Licensor expressly excludes any warranty that the Licensed Materials: (i) are fit for a particular purpose; (ii) will meet the Licensee's requirements; or (iii) will be uninterrupted in their operation or error-free.

6. **LIMITATION OF LIABILITY IF YOU ARE A CONSUMER**

- 6.1 You acknowledge that the Licensed Materials have not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software and Supplemental Materials as described in the User Documentation meet your requirements.
- 6.2 You acknowledge and accept that the Licensed Materials may form part of a process that drives industrial machinery, but at all times it is your responsibility to validate the results generated from the Licensed Materials prior to them being used elsewhere. We do not guarantee the correct or expected behaviour of any industrial machinery that uses output generated from the Licensed Materials whether directly or indirectly.
- 6.3 If you are a consumer, we only supply the Licensed Materials for domestic and private use. You agree not to use the Licensed Materials for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 6.4 Subject to Clause 6.5, our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 110% of the Licence Fee.
- 6.5 Nothing in this Licence shall limit or exclude our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misstatement; or
 - (c) any other liability that cannot be excluded or limited by the Applicable Law.

7. **TERMINATION**

- 7.1 We may terminate this Licence immediately by written notice to you if:
- (a) you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
 - (b) a receiver or administrative receiver is appointed over you or over any part of your undertaking or assets or if you pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if a court of competent jurisdiction makes an order to that effect or if you enter into any voluntary arrangement with your creditors or become subject to an administration order.
- 7.2 Upon termination for any reason:
- (a) all rights granted to you under this Licence shall cease;
 - (b) you must cease all activities authorised by this Licence;
 - (c) you must immediately delete or remove the Licensed Materials from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Licensed Materials then in your possession, custody or control and, in the case of destruction, certify to us that you have done so; and
 - (d) if applicable, you must delete all Add-Ins you have developed using the Licensed Materials.

8. **EXPORT RULES**

- 8.1 You agree that the Licensed Materials will not be shipped, transferred, or exported into any country or used in any manner prohibited under legislation, or any other export laws, restrictions, or regulations (collectively the "**Export Laws**"). In addition, if the Licensed Materials are identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation and that you are not otherwise prohibited under the Export Laws from receiving the Licensed Materials. All rights to use the Licensed Materials are granted on condition that such rights are forfeited if you fail to comply with the terms of this Licence.

9. **NOTICES**

- 9.1 Any notice or other communication given to a party under or in connection with this Licence shall be in writing, addressed to that party at its registered office (if it is a company), its principal place of business or such other address as that party may have specified to the other party in writing in accordance with this Clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
- 9.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 9.1; if sent by pre-paid first class post or other next working day delivery service, on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one business day after transmission.
- 9.3 The provisions of this Clause 9 shall not apply to the service of any proceedings or other documents in any legal action.

10. **CONFIDENTIALITY**

- 10.1 You agree, during the term of this Licence and thereafter, to keep confidential, and shall not use for your own purposes (other than implementation of the Licence) nor without our prior written consent disclose to any third party (except your professional advisors or as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including trade secrets and information of commercial value), unless that information is public knowledge or already known to you at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Licence, or subsequently comes lawfully into your possession from a third party. You shall use reasonable endeavours to prevent the unauthorised disclosure of any such information.
- 10.2 You shall not make, or permit any person to make, any public announcement concerning this Licence without our prior written consent (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 10.3 This Clause 10 shall survive any termination of the Licence.

11. **TRANSFER OF RIGHTS**

- 11.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 11.2 Subject to Clause 2.2, you may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

12. **GOVERNING LAW AND JURISDICTION**

- 12.1 This Licence, its subject matter and its formation, are governed by English law.
- 12.2 Subject to Clause 12.3 you and we both agree that the courts of England and Wales will have exclusive jurisdiction over any claim or dispute arising from this Licence.
- 12.3 Unless you are an individual entering into this Licence on your own behalf, nothing will prevent us from bringing a claim against you in any jurisdiction in which you are incorporated, have an office or hold any assets.

13. **OTHER IMPORTANT TERMS**

- 13.1 If you are a business customer, this Licence and any document expressly referred to in it constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Licence or any document expressly referred to in it.
- 13.2 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 13.3 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 13.4 We shall not be in breach of this Licence or liable for delay in performing, or failure to perform, any of our obligations under this Licence if such delay or failure result from events, circumstances or causes beyond our reasonable control.

14. **TERMS APPLICABLE TO STANDALONE LICENCE OF API**

Where your Licence Identification specifies that API is licensed to you on a Stand-Alone Basis, the following provisions will also apply:

- 14.1 In addition to the rights licensed in Clause 1.2, you may:
- (a) develop one or more Add-Ins that add value to the Software and integrate into, customise, automate the Software, or otherwise Access the API subject to the restrictions set out in section 2;
 - (b) subject to our written approval, and becoming a member of any relevant Developer Programme we may have in place, distribute Add-Ins that Access the API for commercial or non-commercial purposes; and
 - (c) copy the unmodified APIs (object code only), as integrated or compiled into your Add-Ins, as necessary for permitted distribution of Add-Ins.
- 14.2 In addition to the obligations in Clause 2, you agree:
- (a) to include our Copyright Statement in the credit screen and associated documentation of each Add-In;
 - (b) not to develop Add-Ins that Access the API for commercial purposes or otherwise that reproduce or are substantially similar to features or functionality provided by the Software or any Hexagon AB, Vero Software Limited, Vero Software Inc or their subsidiaries Software; and
 - (c) not to develop Add-Ins, of any description, that circumvent any TPM that exist in the Software.
- 14.3 You warrant to us that your development of any Add-Ins will be in accordance with this Licence and will not infringe the rights of any third party.
- 14.4 You agree to indemnify and defend us against any and all losses suffered by us (including legal expenses) arising out of or in connection with any claim, action or allegation that your development of any Add-Ins infringes the rights of any third party.
- 14.5 You acknowledge that the API is subject to change as new versions and updates of the Software are released, and that such changes may require you to alter, modify, update, recompile and/or rewrite any Add-Ins you have developed and may detrimentally affect the functionality of your Add-In.
- 14.6 Future versions of the Software may include functionality provided by an existing Add-In. You agree to cease further development, except to remove competing functionality or any other development requested by us, of your Add-In if this occurs until such competing functionality is removed.

EXHIBIT A

1. "Access", "Accessing" and "Accessed" means, with respect to a computer program or other materials, (a) to use or execute the computer program or other materials or (b) to use or otherwise benefit from the features or functionality of the computer program or other materials.
2. "Add-In" means a software program or script or macro or post processor or other means of Accessing an API developed by the Licensor during the term of this Licence with the use of the Licensed Materials to add value to the Software.
3. "API" means the application programming interface provided on a Stand-Alone Basis with the Software that allows the Software to be Accessed from an Add-In.
4. "Applicable Law" means all applicable laws, legislation, European regulations, statutes, statutory instruments, regulations, edicts, bye-laws or directions or guidance from government or governmental agencies which have the force of law whether local, national, international or otherwise existing from time to time.
5. "Authorised User" means any individual person who Installs or Accesses, or is authorised to Install or Access, any of the Licensed Materials.
6. "Computer" means (i) a single electronic device, with one or more central processing units (CPUs), that accepts information in digital or similar form and manipulates the information for a specific result based on a sequence of instructions, or (ii) a software implementation of such a device (or so-called virtual machine).
7. "Consumer" means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.
8. "Copyright Statement" means the Licensor copyright information to be included by the Licensee in each Add-In as follows: "This work contains Software owned by Vero Software Limited, Vero Software Inc. and/or their subsidiaries © 2016" or as subsequently amended by us. You agree to update the date reference to the current year on each release of your Add-In and to include any change to this statement upon Licensor's first request.
9. "Developer Programme" means, if applicable, the supplementary agreement signed between the Licensor and the Licensee which grants you the right to distribute your Add-In on a commercial or non-commercial basis.
10. "Educational Purposes" means purposes directly related to learning, teaching, training, and research and development that are part of the instructional functions performed by a primary or secondary educational institution or any degree-granting or certificate-granting institution or any learning, teaching or training facilities,

but does not include commercial, professional or for-profit instructional or other purposes.

11. "Evaluation Purposes" means purposes of evaluation and demonstration of the capabilities of the Licensed Materials but excludes competitive analysis and any commercial, professional, or other for-profit purposes.
12. "Faculty" means Personnel of a primary or secondary educational institution or any degree-granting or certificate-granting educational institution or any learning, teaching or training facilities and who upon request by us is able to provide proof of such status.
13. "Install", "Installation" and "Installing" means, with respect to a computer program or other materials, to copy the program or other materials onto a hard disk or other storage medium.
14. "Licence Fee" means the fee payable by you to us in consideration of your use of the Licensed Materials as separately agreed between you and us prior to your acceptance of this Licence.
15. "Licence Identification" means one or more designations by us that set forth the Licence Type (among other things) for Licensee's licence of the Licensed Materials. The Licence Identification may be (a) located (i) in the Licensed Materials (e.g., in an "About" box, licence information dialog box, or text file of Software), (ii) on or with our packaging, or (iii) in a written confirmation or other notice issued to Licensee by us and transmitted via email, facsimile, physical delivery, or otherwise, or (b) obtained from us on request. For clarification, Licence Identification does not include a designation, confirmation, packaging or other document provided by a reseller or other third party.
16. "Licence Type" means a type of licence specified by us for our Licensed Materials, including the types set forth in Exhibit B. Licence Type includes the terms specified by us for each type of licence, including the applicable terms set forth in Exhibit B. Licence Type is determined by us and may be specified in the applicable Licence Identification.
17. "Licensed Materials" means Software, Supplemental Materials and User Documentation (a) downloaded by clicking on the "I accept" button or other button or mechanism associated with this Licence or by otherwise indicating assent to this Licence, (b) delivered pre-packaged with this Licence, or (c) otherwise accompanied by this Licence, provided that (i) in the case of Software, the Software is identified in an applicable Licence Identification, and (ii) Licensee has paid (and continues to pay) the applicable fees. Licensed Materials also includes Supplemental Materials and User Documentation that we provide or make available to Licensee for use with Software licensed under this Licence if there are no separate terms for such materials specified by us. Licensed Materials includes, without limitation, any error corrections, patches, service packs, updates, enhancements, and Upgrades to, and new versions of, the Licensed Materials that we provide or make available to Licensee under this Licence. Licensee acknowledges that availability of Upgrades and new versions may be subject to additional fees and the Subscription program terms. In addition, Licensed Materials includes, without limitation, any Previous Versions and other materials that Licensee receives or retains pursuant to the Subscription program terms, but only for so long as and to the extent expressly authorised by the Subscription program terms.
18. "Licensee", "you" or "your" means (a) the company or other legal entity on behalf of which the Licensed Materials are acquired, if the Licensed Materials are acquired on behalf of such an entity (e.g., by an employee, independent contractor, or other authorised representative), or (b) if there is no such entity, the individual who accepts this Licence (e.g., by selecting the "I accept" button or other button or mechanism associated with this Licence or otherwise indicating assent to this Licence, or by Installing, downloading, accessing, or otherwise copying or using all or any portion of the Licensed Materials). For clarification, "Licensee" refers only to a single, specifically identified legal entity or individual, and does not include any subsidiary or affiliate of any such legal entity or individual or any other related person.
19. "Licensee's Internal Business Needs" means, in reference to Licensed Materials, the use of such Licensed Materials (and the features and functionality thereof) by Licensee's own Personnel to meet the internal requirements of Licensee's business in the ordinary course of such business, provided that Internal Business Needs will in no event include providing or making available such Licensed Materials (or the features or functionality thereof) to any third party.
20. "Licensor", "us", "our" or "we" means the person named as licensor in the setup programme you use to Install the Software and/or in the User Documentation.
21. "Networked Basis" means a computing environment that includes a Computer acting as a file server which allows the Licensed Materials Installed on such Computer to be uploaded and Installed to, and operated, viewed or otherwise Accessed from, other Computers through a local area network connection or through a VPN connection subject to compliance with the VPN Requirements.
22. "Permitted Number" means a maximum number (e.g., number of Authorised Users, number of concurrent users, number of computers, sessions, etc.) applicable to a licence of the Licensed Materials and to the License Type associated with such licence. Such number is determined by us and may be specified in the applicable Licence

Identification.

23. "Personal Learning Purposes" means (i) personal learning as a Student or (ii) in the case of a non-Student, personal learning, excluding (a) in-person or online classroom learning in any degree-granting or certificate granting program, and (b) learning related to any commercial, professional or other for-profit purposes.
24. "Personnel" means (a) Licensee's individual employees and (b) individual persons who are independent contractors working on Licensee's premises and who Install and Access the Licensed Materials only on and through Computers owned or leased and controlled by Licensee.
25. "Previous Versions" means, as to any then-current release of Licensed Materials, a prior release of the Licensed Materials as to which such then-current release is a successor or substitute (as determined by us).
26. "Software" means a computer program, or a module or component or option of a computer program, distributed or made available by us. The term "Software" may also refer to functions and features of a computer program.
27. "Stand-alone Basis" means (i) the Licensed Materials are Installed on a single Computer and (ii) the Licensed Materials cannot be Installed on, or operated, viewed or otherwise Accessed from or through, any other Computer (e.g., through a network connection of any kind).
28. "Student" means an individual person who is, (i) at the time of Installation of Licensed Materials, enrolled (a) at a recognised degree-granting or certificate-granting educational institution for three (3) or more credit hours in a degree-granting or certificate granting education program or (b) in a nine (9) month or longer certificate program and (ii) upon request by us is able to provide proof of such enrolment.
29. "Subscription" is the program offered generally by us under which we provide (among other things) updates and Upgrades to, new versions of, and certain other support, services and training relating to our Licensed Materials. Subscription is sometimes referred to as maintenance.
30. "Supplemental Materials" means materials, other than Software and related User Documentation that are distributed or made available by us for use with Software. Supplemental Materials include, without limitation, (a) content, such as sample drawings and designs, modules for drawings and designs, and representations of elements used in drawings and designs, (b) background materials, such as industry codes and descriptions of industry practices, (c) tools for rendering the output of the Software, such as fonts, and (d) only where your Licence Identification specifies that API is licensed on a Stand-Alone Basis and Clause 14 applies, APIs.
31. "Territory" (a) means the country, countries or jurisdiction(s) specified in the Licence Identification, or (b) if there is no such Licence Identification, or no country or jurisdiction is specified in the Licence Identification, means the country in which Licensee acquires a licence to the Licensed Materials. If the Licence Identification specifies, or Licensee acquires the Licensed Materials in, a member country of the European Union or the European Free Trade Association, Territory means all the countries of the European Union and the European Free Trade Association. However Licensor may deny Installation, Access and use of the Licensed Materials in any country (subject to reasonable notice) if at any time the laws of such country, in Licensor's reasonable judgement, render Licensor unable to reasonably protect Licensor's intellectual property rights in the Licensed Materials or case reasonable uncertainty in Licensor's ability to licence and protect its rights in the Licensed Materials in such country.
32. "Testing Purposes" means purposes of evaluation and testing of the capabilities of the Software or Supplemental Materials but excludes any production with the Software or Supplemental Materials, competitive analysis and any commercial, professional, or other for-profit purposes.
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34. "User Documentation" means the explanatory or instructional materials for Software or Supplemental Materials (including materials regarding use of the Software or Supplemental Materials), whether in printed or electronic form, that we or a reseller incorporates in the Software or Supplemental Materials (or the packaging for the Software or Supplemental Materials) or otherwise provides to its customers when or after such customers licence, acquire or Install the Software or Supplemental Materials.
35. "VPN Requirements" means (i) the Licensed Materials are Accessed through a secure virtual private network ("VPN"); (ii) the maximum number of concurrent users Accessing the Licensed Materials (on a Networked Basis or through the VPN) does not exceed the Permitted Number at any time; (iii) all copies of the Licensed Materials are

Installed and Accessed exclusively in conjunction with the technical protection device (if any) supplied with the Licensed Materials; and (iv) the VPN connection is secure and complies with current industry standard encryption and protection mechanisms.

EXHIBIT B

1. Stand-alone (Individual) Licence. If the Licence Identification identifies the Licence Type as a "Stand-alone Licence" or as an "Individual Licence," Licensee may Install a single primary copy of the specific release of the Licensed Materials designated in the applicable Licence Identification on one (1) Computer, on a Stand-alone Basis, and permit Access to such primary copy of the Licensed Materials solely by Licensee's Personnel, and solely for Licensee's Internal Business Needs. This Licence Type is for a fixed term specified in the applicable Licence Identification. If no such term is specified, the term is thirty (30) years from Installation or as otherwise authorised in writing by us.
2. Multi-seat Stand-alone Licence. If the Licence Identification identifies the Licence Type as a "Multi-seat Stand-alone Licence," Licensee may Install primary copies of the specific release of the Licensed Materials designated in the applicable Licence Identification on up to the Permitted Number of Computers, on a Stand-alone Basis, and permit Access to such copies of the Licensed Materials solely by Licensee's Personnel, and solely for Licensee's Internal Business Needs. This Licence Type is for a fixed term specified in the applicable Licence Identification. If no such term is specified, the term is thirty (30) years from Installation or as otherwise authorised in writing by us.
3. Network Licence. If the Licence Identification identifies the Licence Type for the Licensed Materials as a "Network Licence," Licensee may Install copies of the specific release of the Licensed Materials designated in the applicable Licence Identification on a Computer and permit Access to such Licensed Materials on multiple Computers, on a Networked Basis, solely by Licensee's Personnel, solely for Licensee's Internal Business Needs, only so long as the maximum number of concurrent Authorised Users does not exceed the Permitted Number of Authorised Users or other limits imposed by the Licensor (if any). This Licence Type is for a fixed term specified in the applicable Licence Identification. If no such term is specified, the term is thirty (30) years from Installation or as otherwise authorised in writing by us.
4. Educational Stand-alone (Individual) Licence. If the Licence Identification identifies the Licence Type as an "Educational Stand-alone (Individual) Licence," Licensee may Install a copy of the specific release of the Licensed Materials designated in the applicable Licence Identification on one (1) Computer, on a Stand-alone Basis, and permit Access to such copy of the Licensed Materials solely by Students (and such Students are deemed to be Personnel of Licensee for purposes of the Educational Stand-alone (Individual) Licence) and Faculty at degree-granting or certificate-granting educational institutions, solely for Educational Purposes and only at and from locations that are not operated for commercial, professional or for-profit purposes. This Licence Type is for a fixed term specified in the applicable Licence Identification. If no such term is specified, the term is thirty (30) years from Installation or as otherwise authorised in writing by us.
5. Educational Multi-seat Stand-alone Licence. If the Licence Identification identifies the Licence Type as an "Educational Multi-seat Stand-alone Licence," Licensee may Install copies of the specific release of the Licensed Materials designated in the applicable Licence Identification on up to the Permitted Number of Computers, on a Stand-alone Basis, and permit Access to such copies of the Licensed Materials solely by Students (and such Students are deemed to be "Personnel" of Licensee for purposes of the Educational Multi-seat Stand-alone Licence) and Faculty at degree-granting or certificate-granting educational institutions, solely for Educational Purposes, and only at and from locations that are not operated for commercial, professional or for-profit purposes. This Licence Type is for a fixed term specified in the applicable Licence Identification. If no such term is specified, the term is thirty (30) years from Installation or as otherwise authorised in writing by us.
6. Educational Network Licence. If the Licence Identification identifies the Licence Type as an "Educational Network Licence," Licensee may Install copies of the specific release of the Licensed Materials designated in the applicable Licence Identification on a single file server Computer, and Access such Licensed Materials on multiple Computers on a Networked Basis, and permit Access to such copies of the Licensed Materials solely by Students (such Students are deemed to be "Personnel" of Licensee for purposes of the Educational Network Licence) and Faculty at degree-granting or certificate-granting educational institutions, solely for Educational Purposes, only so long as the maximum number of concurrent Authorised Users does not exceed the Permitted Number of Authorised Users, and only at and from locations that are not operated for commercial, professional or for-profit purposes. This Licence Type is for a fixed term specified in the applicable Licence Identification. If no such term is specified, the term is thirty (30) years from Installation or as otherwise authorised in writing by us.
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Student or Faculty, solely for Personal Learning Purposes, and only at and from locations that are not labs or classrooms and are not operated for commercial, professional or for-profit purposes. A Student Licence is for a fixed term specified in the applicable Licence Identification. If no such term is specified, the term is thirty-six (36) months from Installation or as otherwise authorised in writing by us.

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9. Evaluation/Demonstration/Trial Licence. If the Licence Identification identifies the Licence Type as "demonstration", "evaluation", "trial," "not for resale" or "NFR" (each, an "Evaluation Licence"), Licensee may Install a copy of the specific release of the Licensed Materials designated in the applicable Licence Identification on one (1) Computer, on a Stand-alone Basis, and permit Access to such copy of the Licensed Materials, solely by Licensee's Personnel, solely for Evaluation Purposes only so long as the maximum number of concurrent Authorised Users does not exceed one (1), and only from Licensee's work location. An Evaluation Licence is for a fixed term specified in the applicable Licence Identification. If no such term is specified, the term is thirty (30) days from Installation or as otherwise authorised in writing by us.
10. Alpha/Beta Licence. If the Licence Identification identifies the Licence Type as an "alpha", or "beta" (each, a "Test Licence"), Licensee may Install a copy of the specific release of the Licensed Materials designated in the applicable Licence Identification on one (1) Computer, on a Stand-alone Basis, and permit Access to such copy of the Licensed Materials, solely by Licensee's Personnel, solely for Testing Purposes, only so long as the maximum number of concurrent Authorised Users does not exceed one (1), and only from Licensee's work location. A Test Licence is for a fixed term specified in the applicable Licence Identification. If no such term is specified, the term is thirty (30) days from Installation or as otherwise authorised in writing by us.
11. Fixed Term/Limited Duration/Rental Licence. If the Licence Identification identifies a licence as being for a specified period or limited duration or as having a fixed term (other than the licences in B.7, B.8, B.9, or B.10) or as a rental licence, Licensee's right to Install and Access the Licensed Materials will continue only for the period, duration or term specified in the Licence Identification. Such Installation and Access will be in accordance with and subject to the applicable Licence Type and Permitted Number. If we identify a licence in the applicable Licence Identification as being for a specified period or limited duration, or as having a fixed term, or a rental licence but no period, duration or term is specified in the Licence Identification, the period, duration or term will be ninety (90) days from Installation or as otherwise authorised in writing by us.
12. Homework Licence. If the Licence Identification identifies a licence supporting a homework mode, and the Software supports a homework mode, the Licensee has the right to additionally Install and Access the Licensed Materials on a home based system subject to the homework mode option being activated on that Installation as detailed in the User Documentation. The homework mode option may not represent a fully functional version of the product. The Licence expires upon removal of the associated qualifying product. The Licensee also has the right to switch the original qualifying product into a homework mode as part of the general functionality provided by the product.