END USER LICENSE AGREEMENT
Siemens Digital Industries Software

SIEMENS

This End User License Agreement ("**EULA**") and the applicable Supplemental Terms (together, this "**Agreement**") are entered into between the Siemens entity named on the Order ("**SISW**") and the customer that accepted this Agreement ("**Customer**"). This Agreement may be accepted by manual signature or electronic signature, or through an electronic system specified by SISW. In the electronic system, Customer will be prompted to accept these terms by clicking a button. Clicking the button or using the Products or Services indicates that Customer has read, understood and accepted these terms. If Customer does not accept this Agreement, Customer must return the Product(s) to SISW or its authorized solution partner prior to installation or use for a refund.

1. **DEFINITIONS**

   "**API**" means application programming interface.

   "**Documentation**" means user documentation provided by SISW for Software, Hardware, or Services, in print, online, embedded as part of a help function, or in license files, "read me" files, header files, or similar files. Documentation includes license specifications, technical specifications, API information, and instructions for use.

   "**Hardware**" means hardware equipment, devices, accessories, and parts delivered by SISW hereunder, including firmware incorporated therein.

   "**Maintenance Services**" means Product maintenance, enhancement, and technical support services provided by SISW.

   "**Order**" means an order form (Order Form), statement of work (SOW), Licensed Software Designation Agreement (LSDA), or similar ordering document that (i) incorporates the terms of this Agreement and sets forth the Products and Services ordered by Customer and any associated fees and (ii) has been agreed by manual or electronic signatures of both parties or agreed through an electronic system specified by SISW. In the electronic system, Customer will be prompted to accept by clicking a button.

   "**Products**" means Software, Hardware, and Documentation.

   "**Professional Services**" means training, consulting, engineering or other professional services provided hereunder by or on behalf of SISW, typically pursuant to a statement of work (SOW).

   "**Services**" means Maintenance Services and Professional Services.

   "**Software**" means software licensed by SISW to Customer hereunder and made available for download or otherwise delivered to Customer for installation, including updates, modifications, design data, and all copies thereof. Software includes associated APIs, as well as scripts, toolkits, libraries, reference or sample code, and similar materials.

   "**SISW IP**" means all patents, copyrights, trade secrets, and other intellectual property rights in or related to Products or Services.

   "**Supplemental Terms**" means those separate terms and conditions that apply to Products or Services as attached hereto, set forth or referenced in an Order, or otherwise agreed by the parties.

2. **ORDERS**

2.1 **Ordering Products or Services.** The parties may enter into one or more Orders for Products or Services under this Agreement. Each Order is binding on the parties and is governed by the terms of this EULA and all applicable Supplemental Terms.

2.2 **Delivery of Software.** Delivery of Software occurs when SISW makes Software available to Customer via electronic download from a website specified by SISW. Physical shipment of the media may be done at SISW's option, as an accommodation to Customer, or because certain elements of the Software are not available for electronic download. Software will be delivered subject to EXW (Incoterms 2020) for deliveries that occur entirely within the United States, China, or India. All other Software will be delivered subject to DAP (Incoterms 2020).

2.3 **Payment.** Customer will pay the fees set forth in the applicable Order within 30 days of the invoice date unless otherwise agreed by the parties. Unless specified otherwise in the applicable Order, fees related to Products and Maintenance Services are invoiced in advance and Professional Services will be invoiced monthly as charges are incurred. Fees relating to Products or Services purchased from an authorized Siemens partner shall be paid only to such partner.

2.4 **Tax.** All amounts Siemens invoices are exclusive of taxes, duties, and any other charges ("**Tax**"). Customer will pay or refund Siemens for any applicable Tax imposed by any government authority for Customer's use or receipt of the Software. If Customer is exempt from value-added or sales tax, or similar taxes, then it must provide a valid, timely, and executed exemption certificate, direct pay permit, or other such government-approved documentation. If Customer is required by law to deduct or withhold Tax, Customer will increase the amount it pays to Siemens so that Siemens still receives the amount originally invoiced. Customer will promptly provide all tax receipts confirming it has paid Tax or has withheld Tax.

3. **SOFTWARE LICENSE AND PRODUCT MAINTENANCE SERVICES TERMS**

3.1 **License Grant and Conditions**

   (a) <u>License Grant</u>. SISW grants Customer a nonexclusive, nontransferable, limited license to install and use Software and related Documentation for Customer's internal business purposes for the time period specified in the Order, and subject to the applicable Supplemental Terms. Software is provided in object code form only, unless otherwise specified in this Agreement. Software is the trade

secret of SISW or its licensors. Customer may copy Software only as required to support the authorized use. Each copy must include all notices and legends embedded in Software and affixed to its medium or container as received from SISW. SISW or its licensors retain title to and ownership of Software and SISW IP. SISW reserves all rights in Products and SISW IP not expressly granted herein.

(b) <u>License Compliance</u>. SISW reserves the right to embed a reporting mechanism in Software to determine unauthorized use of licenses. The mechanism does not transmit technical or business data that Customer processes with Software.

(c) <u>Third-Party and Open Source Software</u>. Products may contain third-party technology, including open source software ("**Third-Party Technology**"). Third-Party Technology may be licensed by third parties under separate terms ("**Third-Party Terms**"). Third-Party terms are specified in the Documentation and control solely with respect to Third-Party Technology. If Third-Party Terms require SISW to furnish Third-Party Technology in source code form, SISW will provide it upon written request and payment of any shipping charges.

3.2 **Maintenance Services Terms.** Maintenance Services are governed by the terms found at https://www.siemens.com/sw-terms/mes and are incorporated herein by reference.

3.3 **Customer Responsibilities**

(a) <u>Transfer and Remarketing of Software</u>. Unless otherwise provided in this Agreement or required to be permitted by applicable law, Customer will not cause or permit the transfer, loan, lease, publication, or use of Software to or for the benefit of any third party without the prior written consent of SISW.

(b) <u>Reverse Engineering, Modification, Use of APIs</u>. Customer will not reverse engineer, decompile, or otherwise attempt to discover the source code of Software. Customer will use Software provided in source code form only to modify or enhance Software for its authorized use. Customer will not otherwise modify, adapt, or merge Software. Customer will not subject Software to any open source software license that conflicts with this Agreement or that does not otherwise apply to such Software. Customer will not use Software for the purpose of developing or enhancing any product that is competitive with Software. Customer will only use APIs identified as published in the Documentation and only as described therein to support the authorized use of Software. The restrictions set out in this Section do not apply to the extent they conflict with mandatory applicable law.

(c) <u>Third Party Hosting of Software; Indemnity</u>. Customer may only engage a third party to host Software ("**Provider**") with SISW's prior written consent. SISW may require a separate written agreement as a condition to such consent. Software hosted by a Provider must remain under Customer's sole control at all times, unless management and operation of Software by the Provider is explicitly approved by SISW, in which case Customer will ensure that the Provider manages and operates Software in conformance with this Agreement and solely for Customer's internal business purposes as permitted herein. If Customer or SISW become aware of any actual or suspected unauthorized use or disclosure of Software or if SISW reasonably determines that compliance with the applicable license agreement is not ensured, Customer shall immediately terminate Provider's access to Software. A breach of this Agreement caused by a Provider will constitute a breach by Customer. Customer will indemnify and hold SISW and its affiliates harmless from all claims, damages, fines, and costs (including attorney's fees and expenses) arising in connection with Customer's use of the Provider's services. Customer will notify SISW if the Provider or its relevant business comes under the control of a third party, in which case SISW may withdraw its prior consent.

(d) <u>Security</u>. Customer is responsible for the security of Customer's systems and data, including Products on Customer's systems. Customer will take commercially reasonable steps to exclude malware, viruses, spyware, and Trojans.

(e) <u>Third-Party Claims</u>. Customer acknowledges that SISW does not control Customer's processes or the creation, validation, sale, or use of Customer's products. SISW will not be liable for any claim or demand made against Customer by any third party, except for SISW's obligations to indemnify Customer against infringement claims as expressly set forth herein.

(f) <u>Responsibility for Users</u>. Customer is liable for a breach of this Agreement by any user of the Products or Services. If a Customer affiliate accesses or uses Products or Services, Siemens may enforce its rights directly against that affiliate.

(g) <u>Host Identifier</u>. Customer will provide SISW with sufficient information, including the host identifier for each workstation or server upon which the license management portion of Software will be installed, for SISW to generate a license file enabling Software access per the scope of the licenses granted under each Order.

(h) <u>Information Obligations; Audit</u>. Customer will provide information or other materials that Siemens reasonably requests to verify Customer's compliance with this Agreement. Audits of Customer's usage of installed Software may be conducted as self-audits by Customer using the inventory tools provided by Siemens. If Customer is unable or unwilling to use the tools in self-service, Siemens or its authorized agents may access Customer's facilities to perform the audit.

4. **WARRANTIES AND DISCLAIMERS**

4.1 **Defects.** SISW warrants that, for a period of 90 days following the date Software is initially made available to Customer under an Order, it will provide the material features and functions described in the Documentation. The foregoing warranty excludes (i) Software provided at no charge, (ii) Software provided upon re-mix, (iii) Software that is designated as retired or not generally supported as of the date of the Order, and (iv) deliveries governed by the Maintenance Services terms. SISW's entire liability and Customer's exclusive remedy for a breach of this warranty will be, at SISW's option, to correct or work around errors, or replace defective Software or refund license fees paid for defective Software returned by Customer.

4.2 **Disclaimer.** SISW MAKES NO WARRANTIES EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN THIS AGREEMENT. REPRESENTATIONS ABOUT PRODUCTS, FUNCTIONALITY, OR SERVICES IN ANY COMMUNICATION WITH CUSTOMER CONSTITUTE TECHNICAL INFORMATION, NOT A WARRANTY OR GUARANTEE. SISW DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, THE

IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SISW DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

5. **LIMITATION OF LIABILITY AND INDEMNIFICATION**

5.1 **Limitation of Liability.** THE ENTIRE, COLLECTIVE LIABILITY OF SISW, SISW'S AFFILIATES, SISW'S LICENSORS, AND THEIR REPRESENTATIVES, FOR ALL CLAIMS AND DAMAGES RELATED IN ANY WAY TO THIS AGREEMENT, IN THE AGGREGATE AND REGARDLESS OF THE FORM OF ACTION, WILL BE LIMITED TO THE AMOUNT PAID TO SISW FOR THE SOFTWARE LICENSE, HARDWARE, OR SERVICE THAT GAVE RISE TO THE CLAIM. THE FOREGOING LIMITATION DOES NOT APPLY TO SISW'S INDEMNITY OBLIGATION IN SECTION 5.2. IN NO EVENT WILL SISW, SISW'S AFFILIATES, SISW'S LICENSORS, OR THEIR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOSS OF PRODUCTION, INTERRUPTION OF OPERATIONS, OR LOST DATA OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE. FOR PRODUCTS AND SERVICES PROVIDED AT NO CHARGE, SISW, SISW'S AFFILIATES, SISW'S LICENSORS, AND THEIR REPRESENTATIVES, SHALL HAVE NO LIABILITY WHATSOEVER. CUSTOMER MAY NOT MAKE A CLAIM UNDER THIS AGREEMENT MORE THAN TWO YEARS AFTER THE EVENT GIVING RISE TO THE CLAIM IS OR SHOULD HAVE BEEN DISCOVERED BY CUSTOMER.

5.2 **Intellectual Property Infringement Indemnity**

(a) Infringement Claim Indemnity. SISW will indemnify and defend, at its expense, any action brought against Customer to the extent that it is based on a claim that any Product infringes any copyright, any trade secret, or a patent or trademark issued or registered by the United States, Japan, or a member of the European Patent Organization, and will pay all damages finally awarded against Customer by a court of competent jurisdiction or agreed in a settlement, provided that Customer gives SISW (i) prompt written notice of the claim, (ii) all requested information and reasonable assistance related to the claim, and (iii) sole authority to defend or settle the claim. SISW will not admit liability or incur obligations on Customer's behalf without Customer's prior written consent, which shall not be unreasonably withheld.

(b) Injunction. If a permanent injunction is obtained against Customer's use of a Product, SISW will obtain for Customer the right to continue using the Product or will replace or modify the Product to become non-infringing. If such remedies are not reasonably available, SISW will refund the fees paid for the enjoined Product for the remainder of the license term, or amortized over 60 months from the initial delivery of Hardware or a perpetual license, and accept the return of the Product. SISW may, in its sole discretion, provide the remedies specified in this Section to mitigate infringement prior to the issuance of an injunction.

(c) Exclusions. Notwithstanding anything to the contrary herein, SISW will not have any liability or obligations to Customer to the extent that an infringement claim arises out of (i) use of a prior version of the Product to the extent that a current version is non-infringing, (ii) failure to use a correction, patch, or new version of the Product offered by SISW that performs substantially the same functions, (iii) use of the Product in combination with software, equipment, data, or products not provided by SISW, (iv) use of a Product provided at no charge (v) use of a Product that is designated as retired or not generally supported as of the date of the Order, (vi) deliverables resulting from Professional Services, (vii) any adjustment, modification, or configuration of a Product not made by SISW, or (viii) instructions, assistance, or specifications provided by Customer.

(d) Sole and Exclusive Remedy. Section 5.2 sets forth the sole and exclusive liability of SISW to Customer for infringement of third-party intellectual property rights.

6. **TERMINATION**

6.1 **Termination.** Licenses for a limited term terminate upon expiration of the term. SISW may immediately terminate this Agreement or any Product license granted or Services provided hereunder upon notice to Customer (i) for reasonable cause, including, without limitation, Customer's unauthorized installation or use of SISW software, Customer filing or being filed in bankruptcy, Customer ceasing to do business, or any breach of Sections 2.3, 3, 7, or 8 of this EULA, (ii) in order to comply with the law or requests of governmental entities, or (iii) for any other breach that remains uncured after 30 days' notice thereof.

6.2 **Effect of Termination.** Upon termination of this Agreement, the licenses granted and Services provided hereunder automatically terminate. Upon termination of any license, Customer will immediately remove and destroy all copies of Software, Documentation, and other SISW Confidential Information, and certify such removal and destruction in writing to SISW. No refund or credit will be given as a result of termination under Section 6. Termination of this Agreement or any Services or license granted hereunder will not relieve Customer of its obligation to pay the total fees set forth in any Order, which fees will become due and payable immediately upon termination. Sections 2.3, 2.4, 4.2, 5.1, 6.2, 7, 8, 9.4, and 9.8 survive termination of this Agreement.

7. **EXPORT CONTROL AND SANCTIONS COMPLIANCE**

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

7.2 **Checks for Products and Services.** Prior to any transaction by Customer concerning Products (including Hardware, Documentation and technology) delivered by SISW, or Services (including Professional Services, maintenance and technical support) performed by SISW to a third party, Customer shall check and certify by appropriate measures that (i) the Customer's use, transfer, or distribution of such Products and Services, the brokering of contracts or the provision of other economic resources in connection with Products and Services will not be in violation of any Export Regulations, also taking into account any prohibitions to circumvent these (e.g., by undue diversion); (ii) the Products and Services are not intended or provided for, prohibited or unauthorized non-civilian purposes (e.g. armaments, nuclear technology, weapons, or any other usage in the field of defense and military); and (iii) Customer has screened all direct and indirect parties involved in the receipt, use, transfer, or distribution of the Products and Services against all applicable restricted party lists of the Export Regulations concerning trading with entities, persons and organizations listed therein.

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

7.4   **Semiconductor Development.** Customer will not, without advance written authorization from SISW, use the Products or Services for the development or production of integrated circuits at any semiconductor fabrication facility located in China meeting the criteria specified in the U.S. Export Administration Regulations, 15 C.F.R. 744.23.

7.5   **No (Re-)Export to Russia or Belarus.** Customer shall not export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any Software supplied by Siemens in connection with this Agreement. Customer shall undertake its best efforts to ensure that the purpose of this Section is not frustrated by third parties, including authorized solution partners. Customer shall establish and maintain an adequate monitoring mechanism to detect conduct by any third parties that would frustrate the purpose of this paragraph.

7.6   **Information.** Upon request by SISW, Customer shall promptly provide SISW with all information pertaining to users, the intended use, and the location of use, or the final destination (in the case of Hardware, Documentation and technology) of the Products and Services. Customer will notify SISW prior to Customer disclosing any information to SISW that is defense-related or requires controlled or special handling pursuant to applicable government regulations and will use the disclosure tools and methods specified by SISW.

7.7   **Indemnification.** Customer will indemnify and hold harmless SISW, its affiliates, subcontractors, and their representatives against any claims, damages, fines, and costs (including attorney's fees and expenses) relating in any way to Customer's noncompliance with this Section 7, including Customer's and its users' and third party business partners' violation or alleged violation of any Export Regulations and Customer will compensate SISW for all losses and expenses resulting thereof.

7.8   **Reservation.** SISW shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Customer acknowledges that SISW may be obliged under the Export Regulations to limit or suspend access by Customer and/or users to the Products and Services.

8.   **CONFIDENTIALITY AND DATA PROTECTION**

8.1   **Confidential Information.** "Confidential Information" means all information disclosed by one party or any of its affiliates to the other party under this Agreement that is marked as confidential or the confidential nature of which is evident to a reasonable person. SISW Confidential Information includes the terms of this Agreement, Products, Services, SISW IP, and any information Customer derives from benchmarking the Products or Services. The receiving party will (i) not disclose Confidential Information, except on a need-to-know basis to its employees, affiliates' employees, consultants, contractors, and financial, tax and legal advisors; and with respect to the use of Products or Services solely as authorized by the agreed license terms, or except as otherwise authorized by the disclosing party or this Agreement; (ii) use and copy Confidential Information only as required to exercise rights or perform obligations under this Agreement, and (iii) protect Confidential Information from unauthorized use or disclosure by using the same means it uses to protect its own confidential information of similar nature, but in any event not less than reasonable means. The receiving party (i) will ensure that all its recipients of Confidential Information are bound by confidentiality obligations and use restrictions at least as restrictive as those herein, and (ii) will be liable for compliance with this Section by each of its recipients. SISW and its affiliates may name Customer as a customer on their websites and in customer lists and other marketing materials.

8.2   **Exclusions.** The foregoing confidentiality obligations will not apply to any Confidential Information that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement; (ii) becomes available to the receiving party from a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself bound by a legal, contractual, or fiduciary obligation of confidentiality; (iii) was in the receiving party's possession without an obligation of confidentiality prior to receipt from the disclosing party; (iv) is independently developed by the receiving party without the use of, or reference to, the disclosing party's Confidential Information; or (v) is required to be disclosed by a governmental agency or law, so long as the receiving party promptly provides the disclosing party with written notice of the required disclosure, to the extent such notice is permitted by law, and cooperates with the disclosing party to limit the scope of such disclosure.

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

9.   **ADDITIONAL TERMS AND CONDITIONS**

9.1   **SISW Affiliates.** Companies directly or indirectly owned or controlled by SISW's ultimate parent company may exercise SISW's rights and fulfill SISW's obligations under this Agreement. SISW remains responsible for its obligations hereunder.

9.2   **Assignment.** This Agreement will extend to and be binding upon the successors and permitted assigns of the parties. However, this Agreement and the licenses granted hereunder may not be assigned, sublicensed, or otherwise transferred (by operation of law or otherwise) by Customer without the prior written consent of SISW.

9.3 **License Rights Applicable to the U.S. Government.** All Software and Services are considered commercial product and commercial services that were developed exclusively at private expense. If Software is acquired directly or indirectly for use by the U.S. Government, then the parties agree that such are considered commercial products, commercial services, and commercial computer software or computer software documentation, as defined in 48 C.F.R. §2.101. Software may only be used under the terms of this Agreement as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202. The U.S. Government will only have the rights set forth in this Agreement, which supersedes any conflicting terms or conditions in any government order document, except for provisions which are contrary to applicable mandatory federal laws. SISW will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

9.4 **Feedback.** If Customer provides any ideas or feedback regarding any Products or Services, including suggestions for changes or enhancements, support requests (including any related information), and error corrections (collectively "Feedback"), Feedback may be used by SISW without condition or restriction.

9.5 **Force Majeure.** Neither party will be liable for delay or failure to perform any obligations under this Agreement (except with respect to any payment obligations) due to any cause beyond its reasonable control. The delayed party will promptly notify the other party of any such event.

9.6 **Notices.** Notices relating to this Agreement will be in writing and sent to the party's address as specified in the applicable Order. A party may change its address for receipt of notice by delivery of written notice to the other party.

9.7 **Language.** If SISW provides a translation of the English language version of this Agreement, the English language version of this Agreement will control in the event of any conflict.

9.8 **Governing Law and Jurisdiction.** This Agreement shall be subject to the applicable laws set forth in the table below, as set forth therein, without reference to any conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any dispute arising out of or in connection with this Agreement shall be resolved as set forth in the table below.

If the SISW entity named on the Order is in:	the applicable law shall be:	Any dispute arising out of or in connection with this Agreement shall be:
a country in North or South America, with the exception of Brazil,	the laws of the State of Delaware, United States.	subject to the jurisdiction of the courts of the State of Delaware, USA. Each party hereby irrevocably submits itself to the personal jurisdiction of the relevant court of the State of Delaware for any such disputes.
Brazil,	the laws of Brazil.	subject to the jurisdiction and venue of the Court of Sao Caetano do Sul-SP, Brazil.
a country in Asia or Australia/Oceania, with the exception of Japan, Israel, and Turkey,	the laws of Singapore.	finally resolved by binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ("**ICC Rules**"). The seat of arbitration shall be Singapore.
Japan,	the laws of Japan.	finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration shall be Tokyo, Japan.
a country not covered by any of the above,	the laws of Switzerland.	finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration shall be Zurich, Switzerland.

In the event that a dispute is subject to arbitration as described in the table above, arbitrators shall be appointed in accordance with the ICC Rules, the language used for proceedings shall be English, and orders for the production of documents shall be limited to the documents on which each party specifically relies in its submission. Nothing in this Section shall restrict the right of the parties to seek interim relief intended to preserve the status quo or interim measures in any court of competent jurisdiction. Notwithstanding the foregoing, to the extent permissible under applicable laws and to the extent it would not result in the invalidity or inapplicability of this Section, the parties agree that SISW, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Products or Services are being used or Customer has its place of business, (i) to enforce its intellectual property rights or (ii) for the payment of amounts due for any Products or Services.

9.9 **No Waiver; Validity and Enforceability.** The failure to enforce any provision of this Agreement will not be construed as a waiver of such provision. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected, and such provision will be deemed restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law. The parties agree that electronic signatures or acceptance of this Agreement via an electronic system specified by SISW shall have the same force and effect as manual signatures.

9.10 **Entire Agreement and Order of Precedence.** This Agreement constitutes the full and complete agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous agreements or communications, whether written or verbal, relating to such subject matter. This Agreement may not be varied except as set out in Supplemental Terms or otherwise in writing by manual signatures or electronic signatures of authorized representatives of both parties or via an online mechanism, if so provided explicitly for such purpose by SISW. In the event of a conflict between this EULA and any Supplemental Terms, the Supplemental Terms prevail. In the event of a conflict between this Agreement and an Order, the Order prevails with respect to the Products or Services ordered thereunder. The terms of any purchase order or similar Customer document are excluded and such terms will not apply to any Order for Products or Services, and will not supplement or modify this Agreement irrespective of any language to the contrary in such document.