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- TERMINATION.** SISW may terminate this EULA or any license granted hereunder at its sole discretion if SISW reasonably determines that you are in breach of this EULA.

10. EXPORT CONTROL AND SANCTIONS COMPLIANCE

- 10.1. 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").
- 10.2. Checks for Goods and Services. Prior to any transaction by Customer concerning the Freeware or Derivative Works, Customer shall check and certify by appropriate measures that (i) the Customer's use, transfer, or distribution of such goods and services, the brokering of contracts or the provision of other economic resources in connection with goods 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 goods 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); (iii) Customer has screened all direct and indirect parties involved in the receipt, use, transfer, or distribution of the goods and services against all applicable restricted party lists of the Export Regulations concerning trading with entities, persons and organizations listed therein; and (iv) goods and services within the scope of items-related restrictions, as specified in the respective annexes to the Export Regulations, will not, unless permitted by the Export Regulations, be (a) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (b) resold to any third party business partner that does not take a prior commitment not to export such goods and services to Russia or Belarus.
- 10.3. Non-Acceptable Use of Software and Cloud Services. Customer shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the Freeware or Derivative Works 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 Freeware or Derivative Works 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 Freeware or Derivative Works for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (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.
- 10.4. Semiconductor Development. Customer will not, without advance written authorization from SISW, use Freeware or Derivative Works 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.
- 10.5. 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 Freeware or Derivative Works. 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.
- 10.6. 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 10, 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.
- 10.7. 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 Freeware or Derivative Works.
11. **GOVERNING LAW AND JURISDICTION**. This Agreement will be governed by the substantive laws, excluding choice-of-law rules, of (i) the State of Delaware, United States, in case you are resident in North or South America, provided that Brazilian law will apply in case you are resident in Brazil, (ii) Singapore in case you are resident in Asia or Australia, provided that Japan law will apply in case you are resident in Japan, and (iii) Switzerland for all other licensees. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
12. **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 to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
13. **ENTIRE AGREEMENT**. This Agreement constitutes the full and complete agreement between the parties with respect to the subject matter thereof and supersedes any previous or contemporaneous agreements or communications, whether written or verbal, relating to such subject matter. The reference to a document that refers to another document will be deemed to also include such other document, unless otherwise stated therein.