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Depending on the type of Licensed Software module ordered by Licensee, Licensee is granted one or several Named User Licenses or Floating Licenses to which the following terms apply:

1.3.1 Named User License

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Group or shared logins and/or use of automated programs or "user agent" programs or utilities for multiple users are strictly prohibited and considered a material breach of this Agreement. Licensee is

obliged to take all necessary measures to ensure and monitor strict compliance with this provision, e.g. by ensuring that Named Users do not share or use the same username and password.

Replacement of a Named User / Reassignment to a Named User: Replacement of an existing Named User by a new Named User is permitted, provided that the new Named User strictly complies with all Use terms. Permanent or temporary replacement: In case of a permanent personnel change or in case of temporary leave of absence of a Named User (e.g. due to illness or end of a project), Licensee may replace a Named User instantaneously by assigning the Licensed Software to another Named User. In such case, the assigning Named User thereafter will be blocked from Using the Licensed Software during one hundred eighty-six (168) hours ("Blocking Period"), i.e. reassignment of the Licensed Software to such Named User is only possible after expiry of the Blocking Period. Further assignment to a next new Named User, however, is always possible instantaneously, again, provided that any assigning Named User after his assignment of the Licensed Software will be subject to the Blocking Period.

Reporting: Licensee will provide AF upon request with anonymized license server log-files.

1.3.2 Floating License

A Floating License entitles one User at a time to Use the Licensed Software modules specified in the respective quote or order confirmation.

2. Supply and Installation

2.1 Supply

As of the license start date specified in the applicable offer or order confirmation, AF shall provide Licensee with the Licensed Product and with a temporary license key which allows Licensee to temporary Use the Licensed Product from the start date of the Initial Period or of any successive Renewal Period until the payment date of such period (specified in the applicable offer or order confirmation), but which does not imply any right to reject the Licensed Product. Upon receipt of full payment of the license fee/s set forth in the applicable offer or order confirmation, AF shall provide Licensee with a full license key that allows Licensee to Use Licensed Product for the respective license period.

2.2 Installation

2.2.1 Option License Server in the Cloud: The server on which the licenses for the Licensed Software are installed ("License Server") is run in the cloud and is managed by AF, who shall be responsible for the proper configuration and installation. AF uses the Amazon Web Services (AWS) Cloud ("AWS Cloud") and AWS terms and conditions (<https://aws.amazon.com/agreement/>) apply, especially regarding availability of the AWS Cloud during the applicable license term. AF confirms that the AWS Cloud server is located in Europe and any personal data, that may be processed in the course of Licensee's Using the Licensed Software, shall be handled in full compliance with locally applicable data privacy laws, including EU Regulation 2016/679 (General Data Protection Regulation – GDPR). A respective GDPR compliant data processing agreement has been concluded with AWS.

2.2.2 Option License Server on Licensee's Premises: If Licensee installs the license keys for the Licensed Software on a server located on Licensee's premises ("Premises"), Licensee shall be responsible for the installation of the Licensed Software on the hardware platforms and operating systems ("Designated Equipment") located at Licensee's facility identified in the applicable offer or order confirmation. Upon expiration of any current license term, AF at its sole discretion may change the availability of the Licensed Software for Designated Equipments with one hundred and eighty (180) days advance written notice to Licensee. Licensee may submit to AF a written request to change the Designated Equipment. Such request shall specify both the former and the future Designated Equipment including serial number and processor type and may be accepted by AF at its sole discretion. Licensee is required to give written certification to AF that the Licensed Software is no longer Used on the former Designated Equipment. Any further Use of the Licensed Software on the former Designated Equipment by Licensee shall entitle AF to charge an additional license fee. In case the former Designated Equipment is a license server AF shall be entitled to charge license fees for each and any Floating License related to such license server. Operating the License Server as a virtual machine is explicitly prohibited. A separate license is required for each License Server. The licenses are stored in a special license file and must be saved in the installation directory. The AF license validity period is limited by contract and by technical measures.

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5. Fees and Other Charges

- 5.1** As remuneration for the Use of the Licensed Product (including the underlying AF Patents) Licensee shall pay to AF the annual license fees in advance according to Section 2.1 of this Agreement and the payment terms as set forth in the applicable offer, without offset or demand therefore, for the specified period/s of time. License fees are inflation-indexed and in case of inflation may automatically be adjusted accordingly at the beginning of a Renewal Period. In addition, AF may change the license fees for any Renewal Period (e.g. price adjustment due to exchange rate fluctuations). AF will notify Licensee about the new license fees with at least thirty (30) days advance written notice prior to the end of the then-current license period.
- 5.2** Fees due in consideration of AF's performance of its duties under Section 3 hereof are included in the annual license fees and are not charged separately to Licensee. Any services provided outside the scope of AF's duties under Section 3 hereof shall be charged on a time and materials basis at AF's then current rate.
- 5.3** All applicable charges shall be due and payable to AF on the payment date of the respective period, as specified in the applicable offer. For any unpaid amounts, an interest rate for late payment of 1 percent per month but in no case exceeding the highest rate permitted by applicable law shall apply.

6. Intellectual Proprietary Rights Indemnity

- 6.1** Licensee shall be indemnified and defended from and against all claims that the Use of the Licensed Product (including AF Patents) by Licensee during the term of this Agreement violates any third-party intellectual property right, provided that Licensee (a) promptly notifies AF of any intellectual property infringement claim; and (b) gives AF sole control of the defense and settlement of any such claim and does not admit liability; and (c) cooperates with AF in any such defense and settlement.
- 6.2** If a Licensed Product is, or in AF's opinion is likely to become, the subject of a an infringement claim, then AF, at its sole option and expense, will either (a) obtain for Licensee the right to continue using the Licensed Product under the terms of this Agreement; (b) replace the Licensed Product with a product that is substantially equivalent in function, or modify the Licensed Product so that it becomes non-infringing and substantially equivalent in function; or (c) refund to Licensee the portion of the license fee paid to AF for the Licensed Product giving rise to the infringement claim, less a charge for use by Licensee based on straight line depreciation assuming a useful life of five (5) years.
- 6.3** AF shall have no liability or indemnification obligation to the extent any infringement claim relates to Licensee's unauthorized alteration, modification, or use of the Licensed Product.
- 6.4** In the event that Licensee violates any intellectual property rights pertaining to the Licensed Product, Licensee agrees to indemnify, defend and hold harmless AF and/or AF-CH from and against all damages, losses, liabilities and expenses arising from or related to such violation. This obligation shall survive the expiration or termination of this Agreement.
- 6.5** To the extent permitted by applicable law, the provisions of this Section 6 set forth AF's exclusive obligation with respect to claims pertaining to infringement of intellectual property rights.

7. Warranty

- 7.1** AF delivers the Licensed Software materially corresponding to the Licensed Documentation and will during the applicable license term at its own discretion correct or replace it in case of non-compliance provided that Licensee is in full compliance with all applicable contractual terms. To the fullest extent permitted by the applicable law, no further warranty is given regarding performance of the Licensed Product or regarding correctness of the material data files delivered for simulation purposes together with the Licensed Software.
- 7.2** Licensee acknowledges that Licensed Software uses state-of-the-art mathematical and physical algorithms that are not necessarily proven accurate or valid and that except for the express warranty set forth in Section 7.1, the Licensed Product is provided on an "as is" basis without any warranty, express or implied, including, but not limited to, the implied warranty of merchantability or the implied warranty of fitness of the Licensed Product for a particular purpose.
- 7.3** Licensee shall in any event be solely responsible for the selection, suitability and efficiency of the Licensed Product for its intended purposes and planned use and assumes all risks arising from or related to such use and to the fullest extent permitted by applicable law waives all claims against AF associated therewith.

8. Limitations of Liability

- 8.1** To the fullest extent permitted by applicable law, AF shall only be liable for any damages caused in connection with this Agreement, whether contractual or in tort, if they are the result of willful misconduct or gross negligence on the part of AF.
- 8.2** To the fullest extent permitted by applicable law, and with the exception of Licensee's obligations under Sections 4.3, 4.6, 9.1, and 9.3 of this Agreement, neither AF nor Licensee shall be liable to the other party for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation, damages for lost profits, claims of third parties, pecuniary advantage, savings or revenues of any kind or increased cost of operations.
- 8.3** To the extent that a party's liability is excluded or limited, the same also applies to its employees, representatives, affiliates and any other persons that AF employs in the performance of contractual obligations under this agreement.

9. Confidentiality

- 9.1** Licensee acknowledges that the Licensed Product and any information related to it is considered AF Confidential Information and may not be disclosed in whole or in part to anyone, except to those of Licensee's employees involved in the execution of this Agreement who are required to have the information in order for Licensee to Use the Licensed Product hereunder and who are bound by confidentiality terms at least as stringent as the ones stated herein. Upon termination of this Agreement, Licensee will delete all Confidential Information received.
- 9.2** Confidential Information shall not include information that (a) is or becomes public without violation of this Agreement; or (b) was known by Licensee prior to AF's disclosure of such information to Licensee as evidenced by written records; or (c) is disclosed to Licensee without any obligation of confidentiality by a third party lawfully in possession of such information.
- 9.3** Injunctive Relief: Licensee acknowledges that violation or threatened violation of its confidentiality obligations would cause AF or any Affiliate substantial and irreparable harm, which in addition to any other available remedies would entitle AF or an Affiliate to seek injunctive relief.

10. Term and Termination

This Agreement comes into force as of the respective order date of the respective Software Product and remains in force during the whole applicable license period unless terminated by any party in the event of a material breach by the other party that is incurable or that is not cured within thirty (30) days after receipt of written notice of such breach.

In case of termination, all amounts accrued shall become immediately due and payable and any license granted hereunder shall automatically terminate. Licensee shall immediately stop Using the Licensed Product and destroy all copies, including partial copies of Licensed Product, and give written certification of such destruction to AF or, upon AF's respective request return the Licensed Product. In case of termination for cause by Licensee, AF shall refund to Licensee fees that were paid in advance for the respective license period on a linearly pro-rated basis. In all other cases, any amounts paid by Licensee under this Agreement will remain with AF.

11. General Provisions

- 11.1** Any provision of this Agreement held to be invalid, illegal or unenforceable by a court of competent jurisdiction shall be deemed severed from this Agreement and shall not affect the validity and enforceability of the remaining clauses. The parties agree to promptly attempt to reach an agreement on a substitute clause.
- 11.2** Licensee agrees that AF stores and uses all data and information required for or resulting from the business relationship between the parties (including but not limited to contractual documents and information about Licensee and Licensee's auxiliary persons) as necessary for due performance of AF's obligations under this Agreement. Such data may be stored and used in and outside Licensee's country of incorporation and it may be disclosed to affiliated companies of AF for providing services, fulfilment of legal requirements or for AF internal audit and/or supervisory requirements; to the extent AF processes personal data within the meaning of the locally applicable data protection regulation and/or Art. 4 no. 1 of the Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) AF complies with

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- 11.3** Any provisions which by their nature may be reasonably inferred to have been intended to survive termination shall survive as enforceable rights and obligations.
- 11.4** This Agreement is the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party.
- 11.5** This Agreement is governed by **Italian law**, without regard to conflicts of law principles, **Place of Jurisdiction** shall be the **Courts of Torino**.