

# END-USER LICENSE AGREEMENT

## IMPORTANT – READ CAREFULLY

THIS ALTium LIMITED END-USER LICENSE AGREEMENT (“EULA”) IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL PERSON OR A SINGLE LEGAL ENTITY, REFERRED TO HEREIN AS “YOU”) AND ALTium LIMITED (“ALTium” HEREIN) FOR THE USE OF CERTAIN COMPUTER TECHNOLOGY DEVELOPED AND DISTRIBUTED BY ALTium, WHETHER IN THE FORM OF COMPUTER SOFTWARE, HARDWARE, FIRMWARE OR ANY OTHER FORM. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE INSTALLING, USING OR REGISTERING TO USE THE LICENSED MATERIALS. BY INSTALLING, USING OR REGISTERING TO USE THE LICENSED MATERIALS, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS EULA, INCLUDING, BUT NOT LIMITED TO, OWNERSHIP AND GRANT OF LICENSE TERMS IN SECTIONS 2 AND 4, THE LICENSE RESTRICTIONS IN SECTION 3, THE CONFIDENTIALITY PROVISIONS IN SECTION 5, AND THE LIMITATIONS OF LIABILITY AND DISCLAIMERS IN SECTIONS 8, 9 AND 10. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU ARE NOT PERMITTED TO INSTALL OR USE THE LICENSED MATERIALS; IF YOU HAVE ALREADY OBTAINED OR PURCHASED THE LICENSED MATERIALS, BUT HAVE NOT INSTALLED OR USED THEM, PROMPTLY RETURN THE LICENSED MATERIALS TO THE PLACE WHERE YOU OBTAINED THEM AND YOUR MONEY (IF ANY PAID) WILL BE REFUNDED.

ALTium LIMITED AND ITS SUPPLIERS OWN ALL INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE AND HARDWARE SUPPLIED HEREUNDER; SAID SOFTWARE IS LICENSED, NOT SOLD, AND ALTium PERMITS YOU TO DOWNLOAD, INSTALL, USE OR OTHERWISE BENEFIT FROM THE SOFTWARE, OR THE INTELLECTUAL PROPERTY RIGHTS THEREIN, ONLY IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS EULA. USE OF OTHER, THIRD-PARTY, MATERIALS AND SERVICES INCLUDED IN OR ACCESSED IN CONNECTION WITH THE SOFTWARE MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS OF SAID THIRD PARTIES.

THE SOFTWARE MAY INCLUDE PRODUCT ACTIVATION AND OTHER TECHNOLOGY DESIGNED TO PREVENT UNAUTHORIZED COPYING. YOU MAY NOT DISABLE OR ATTEMPT TO CIRCUMVENT SUCH TECHNOLOGY. FAILURE TO COMPLY WITH THE PROCESS FOR SUCH ACTIVATION MAY RESULT IN THE SOFTWARE BEING INACCESSIBLE TO YOU. ENGAGING IN ANY SUCH ACTIVITY MEANT TO CIRCUMVENT SUCH RESTRICTIONS ON UNAUTHORIZED COPYING SHALL RESULT IN IMMEDIATE TERMINATION OF THIS EULA, WHETHER OR NOT ALTium IS AWARE OF YOUR ACTIVITIES AT THE TIME OR DISCOVERS THEM LATER. ANY FURTHER USE OF THE SOFTWARE OR OTHER LICENSED MATERIALS BY YOU SUBSEQUENT TO SUCH TERMINATION WILL EXPOSE YOU TO LIABILITY FOR COPYRIGHT INFRINGEMENT AND OTHER CLAIMS.

### 1. Definitions

In this EULA, unless the context otherwise requires, the following expressions will have the following meanings:

- 1.1. **Altium** means Altium Limited and any or all of its subsidiaries, divisions or subdivisions, including but not limited to Altium, Inc.
- 1.2. **Bundle(d)** refers to when two or more Altium Products are supplied together as a single package. When Products are supplied as a Bundle they are deemed a single Product in terms of their usage and transfer. In no event shall You be permitted to install a Bundled Product, in whole or in part, on a computer or LAN for which any of the Bundled Products are not licensed.
- 1.3. **Effective Date** means the commencement date of this EULA with respect to the applicable Licensed Materials, which shall be the date You obtain the Licensed Materials.
- 1.4. **You** means the entity, either individual or company, that is obtaining the Licensed Materials.
- 1.5. **Products** means any and all Altium computer software applications (“Altium Software Products”) or computer hardware or firmware such as the Altium NanoBoard product (“Altium Firmware Products”) that accompany or are hereafter provided pursuant to this EULA, including any associated media, printed materials and electronic documentation. The Altium Products also include any software updates, software version upgrades, software configuration upgrades, add-on components, web services and/or supplements that Altium may provide to You after the date You obtain your initial copy of the Altium Products, to the extent that such items are not accompanied by a separate license agreement or terms of use.
- 1.6. **Developer Edition** means an Altium Product that is accompanied by the Developer Kit to permit You to create add-on products for Altium Products.
- 1.7. **Developer Kit** means additional technology supplied when a Developer Edition of an Altium Product is licensed. The Developer Kit includes programmer-relevant software interface documentation, source code examples, and Runtime Libraries.
- 1.8. **Runtime Libraries** means compiled software development library files supplied as part of the Developer Kit.
- 1.9. **Firmware** means computer hardware that also contains software elements, such as the Altium NanoBoard(s) supplied hereunder to work in connection with the software licensed by You.
- 1.10. **Intellectual Property Rights** means patent, copyright, design right (whether registered or unregistered), trademarks (whether registered or common law), trade secrets, confidential information and any other form of intellectual property rights.
- 1.11. **Core** means a block of logic or data used to implement specific component functionality in an FPGA (Field Programmable Gate Array) or an ASIC (Application Specific Integrated Circuit). Altium Cores are supplied in pre-synthesized EDIF form.
- 1.12. **Libraries** means compiled computer software development library files supplied as part of the Licensed Materials.
- 1.13. **Licensed Materials** means the computer hardware, Firmware and software Products (including but not limited to all Bundled Products, Cores and Libraries) provided to You hereunder.
- 1.14. **Licensed User Products** means any integrated circuits designed, manufactured or marketed by You or on Your behalf that incorporate all or any of the Libraries, or were designed using any of the Licensed Materials.
- 1.15. **LAN or Local Area Network** means an interconnected set of computers, all of which are contained within the same geographic site (and not including computers located at other geographic sites, even if part of the interconnected set of computers), upon which any computer software provided as part of the Licensed Materials may run.
- 1.16. **Permitted Use** means use of the Licensed Materials by You in accordance with Section 2 below.
- 1.17. **Security System** means the methods of enabling any Altium Products provided with the Licensed Materials to operate in accordance with the way they have been licensed by You, and of preventing any circumvention by You of such methods.
- 1.18. **Specifications** means Altium’s published specifications for the Licensed Materials.
- 1.19. **Internet Based License Management System** means the Altium website at [www.altium.com](http://www.altium.com) or such other address designated by Altium through which the Licensed Materials may be made available to You on an on-demand basis.
- 1.20. **Continental License** means a multi-user license for use of the Licensed Materials at multiple sites within one geographic continent.
- 1.21. **Worldwide License** means a multi-user license for use of the Licensed Materials at multiple sites anywhere in the world.
- 1.22. **LAN License** means a multi-user license for use of the Licensed Materials at a single geographic site.
- 1.23. **Temporary Use** means use of the Licensed Materials at a site, location or in a geographic area not otherwise licensed hereunder by You, but wherein the use of the Licensed Materials must: a) be temporary and time-limited; b) in no event result in an additional copy of the Licensed Materials being made or installed on any other party’s computers or computer networks; c) in no event allow ongoing use of the Licensed Materials by any third party, except as may otherwise be allowed herein; and d) in no event compromise or disclose Altium’s confidential and trade secret information. By way of example only, the kind of Temporary Use that may be permitted hereunder would be if You had the Licensed Materials on a portable computer for purposes of taking them to a contractor site that is working with you on company business, and who is fully obligated to abide by confidentiality and other restrictions regarding any such materials that you disclose to them. In such case, You might show the Licensed Materials to said contractor, but in no event would leave behind a copy or install the same on said Contractor’s computers or computer networks.

### 2. Ownership and Grant of License

- 2.1. **Ownership.** The Licensed Materials are licensed to You, not sold. The Licensed Materials are the sole property of Altium and/or its licensors and are protected by all applicable Intellectual Property Rights

and contract laws. In accepting this license, You acknowledge that all Intellectual Property Rights in the Licensed Materials are and will remain the sole property of Altium and/or its licensors. Nothing contained in this EULA will be construed as granting You by implication, estoppel or otherwise any ownership, license or other right except the licenses and rights expressly granted hereunder to You.

- 2.2. **Terms of License Granted.** Upon payment of the applicable license fees, Altium hereby grants You a non-exclusive, non-transferable license to:

- 2.2.1. use the Licensed Materials, solely for the design, simulation, implementation and manufacture of Licensed User Products; and **subject to all of Permitted Uses and the site and other restrictions set forth in this EULA.**

- 2.2.2. make, have made, use, sell or otherwise distribute Licensed User Products developed from the Licensed Materials or, in Your discretion, incorporating all or any portion of the Libraries, on a worldwide basis to Your customers.

- 2.3. **Restrictions on Use.** This EULA grants You the right to install and use the Licensed Materials in accordance with the terms under which You have licensed the Licensed Materials from Altium. Notwithstanding the foregoing, Altium permits You to make a Temporary Use of the Licensed Materials so long as such use does not result in the use of more copies of the Licensed Materials that You are permitted to use at any given time, if Your license is so restricted hereunder.

- 2.3.1. In no event shall You: a) allow any of Your affiliates, subsidiaries or divisions, any portion of Your business located at a different geographic site, or third parties to copy, have access to or use any portion whatsoever of the Licensed Materials unless You have licensed the Licensed Materials on a Continental License or Worldwide License basis; notwithstanding the foregoing, You may make a Temporary Use of the Licensed Materials as stated in Section 2.3 above; b) allow any third party to have access to or use any portion whatsoever of the Licensed Materials, unless such access or use is in connection with a Temporary Use by You in connection with a legitimate business purpose that does not otherwise violate the terms of this Agreement, including but not limited to the restrictions on number of users, if such restrictions apply to Your license hereunder; c) make copies of the Licensed Materials for use by any of Your other affiliates, subsidiaries or divisions, or by any third party; d) allow more than the number of permitted persons to access and use the Licensed Materials at any one time, (whether involving a single license or a license that allows multiple users), including any Temporary Uses, unless you have negotiated with Altium for a license that permits an unlimited number of users to access and use the Licensed Materials.

- 2.3.2. In the event that You have licensed the Licensed Materials for use in connection with a single computer, You may install and use only a single copy thereof at any given time, and said copy may be used only by You; **provided, however, that if You have licensed the Licensed Materials for use on a single computer: a) you may install a second copy of the Licensed Materials on a home computer solely for use in connection with, and governed by, the License granted herein, so long as such copy is never used simultaneously with the original copy; and b) You may make a back-up, archival copy thereof that You shall install only in the event the original copy of the Licensed Materials is lost, corrupted or in some other way made unavailable other than through use or possession by another person.**

- 2.3.3. In the event that You have licensed the Licensed Materials on a LAN License, Continental License or Worldwide License basis, this EULA allows as many persons employed or hired as contractors (so long as such contractors have entered into an appropriate form of confidentiality agreement) by You to simultaneously use the Licensed Materials as are permitted under the license obtained from Altium. At no time shall You permit the number of persons that may access and/or use the Licensed Materials to exceed the number of persons for whom You have licensed the same, including in connection with any Temporary Use. You understand and agree that such use beyond that licensed hereunder, whether by allowing excess persons to use the Licensed Materials or otherwise, shall constitute not only breach of this EULA, but violation of national and international copyright and patent laws. **ENGAGING IN ANY USE OF THE LICENSED MATERIALS BY PERSONS BEYOND THE NUMBER PERMITTED TO USE THE SAME, AT SITES FOR WHICH THE LICENSED MATERIALS ARE NOT LICENSED (EXCEPT FOR PERMITTED TEMPORARY USES) OR BY PERSONS NOT AUTHORIZED UNDER YOUR LICENSE TO USE THEM SHALL RESULT IN IMMEDIATE TERMINATION OF THIS EULA, WHETHER OR NOT ALTium IS AWARE OF YOUR ACTIVITIES AT THE TIME OR DISCOVERS THEM LATER. ANY FURTHER USE OF THE LICENSED MATERIALS BY YOU SUBSEQUENT TO SUCH TERMINATION WILL EXPOSE YOU TO LIABILITY FOR COPYRIGHT INFRINGEMENT AND OTHER CLAIMS.**

- 2.3.4. You may increase the number of persons or sites permitted to use the Licensed Materials at any one time by paying Altium additional license fees in accordance with then-applicable pricing, provided that such additional persons in no way access or use the Licensed Materials prior to any such additional license fees being paid by You. The use of the Licensed Materials by any such additional persons shall be governed by the terms of this EULA as if such persons had been licensed to use the same from the date of the initial agreement between the parties. In the event that any provision of this EULA is breached by You, the license granted herein shall automatically terminate, without further action by Altium and whether or not You abide by such termination. Failure of Altium to learn about any such breach shall not constitute a basis for You to assert that You are not in breach hereof, or that Altium has acquiesced in such breach.

### 3. Further Restrictions on Use, Disclosure; Third-Party License Rights

- 3.1. **License, Not Sale.** The Licensed Materials are licensed only to You, not sold. In no event shall You be permitted to sell, license or otherwise commercialize the Licensed Materials as standalone products. Among the Licensed Materials, You may include only Libraries within Licensed User Products.

- 3.2. **No Assignment or Sharing.** In no event shall You disclose, transfer, assign, publish, distribute, provide in a service bureau, rent, lease or in any other way make available to any other person the Licensed Materials or any part thereof without the prior written consent of Altium; **provided, however, that You shall be permitted to make permitted Temporary Uses of the same, and/or include within any Licensed User Products the Libraries provided by Altium as**

part thereof. Such permission to use such Libraries in Licensed User Products shall not apply to products that compete with the Licensed Materials.

- 3.3. **No Reverse Engineering.** You understand and agree that in no event shall You make unauthorized copies of, decompile, reverse engineer, disassemble, modify, or otherwise reduce the Licensed Materials or any portion thereof to human-perceivable form, or disclose to any third person any portion of the Licensed Materials in human-perceivable form. You may not modify the Altium Products provided with the Licensed Materials so as to circumvent any restrictions on use afforded by the Altium Security System supplied with such Products.
- 3.4. **Restrictions on Disclosure.** You may not provide, disclose or in any other way make available to others, including but not limited to your affiliates, subsidiaries or divisions (unless You have licensed the Licensed Materials in such a way as to permit such use or in connection with a permitted Temporary Use), or any third parties, any of the Licensed Materials without the prior written permission of Altium; **provided**, however, that You may provide device programming files, namely bit-stream files or PROM files, to third persons without such prior approval solely for use in the manufacturing of Licensed User Products. In the event that You hire or engage any contractor to assist You in connection with the installation, implementation or other use of the Licensed Materials, You shall first determine that said contractor is not employed or engaged by any direct competitor of Altium, and in the event such contractor is so employed or engaged, You shall in no event give such person access to the Licensed Materials; in the event such contractor is not employed or engaged by a direct competitor of Altium, You shall ensure that such contractor has entered into an appropriate confidentiality agreement that protects the Licensed Materials in a manner consistent with the confidentiality and other provisions in this EULA.
- 3.5. **Third-Party Licenses.** THE LICENSE RIGHTS GRANTED IN THIS EULA ARE TO THE LICENSED MATERIALS DEVELOPED SOLELY BY OR FOR ALTUM. YOU UNDERSTAND AND AGREE THAT THE LICENSED MATERIALS CONTAIN COMPUTER SOFTWARE AND INTELLECTUAL PROPERTY BELONGING TO THIRD PARTIES, AND THAT THE LICENSE TO SUCH THIRD-PARTY COMPUTER SOFTWARE AND INTELLECTUAL PROPERTY EXTENDS ONLY TO THEIR USE FOR DEVELOPMENT PURPOSES. YOU UNDERSTAND AND AGREE THAT IT IS YOUR SOLE OBLIGATION AND RESPONSIBILITY, AND IN NO EVENT ALTUM'S OBLIGATION OR RESPONSIBILITY, TO DETERMINE WHAT, IF ANY, THIRD-PARTY LICENSES YOU MUST OBTAIN IN CONNECTION WITH SUCH THIRD-PARTY COMPUTER SOFTWARE OR INTELLECTUAL PROPERTY IN THE EVENT YOU DESIRE TO DISTRIBUTE COMMERCIAL PRODUCTS THAT INCORPORATE OR ARE BASED UPON SUCH THIRD-PARTY COMPUTER SOFTWARE AND/OR INTELLECTUAL PROPERTY. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD ALTUM, AND ALTUM'S OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES AND DISTRIBUTORS COMPLETELY HARMLESS FROM ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPERTS' FEES, ASSOCIATED IN ANY MANNER WITH YOUR FAILURE TO OBTAIN OR PROPERLY MAINTAIN ANY SUCH REQUIRED THIRD-PARTY LICENSES.
- 3.6. **Indemnification for Specified Applications.** In the event that You use the Licensed Materials in connection with one or more of the following applications: the operation of weapons, weapons systems, nuclear installations, means of mass transportation, aviation, life-support computers or equipment (including resuscitation equipment and surgical implants), pollution control, hazardous substances management, or for any other application in which the failure of the Licensed User Products could create a situation where personal injury or death may occur, You shall indemnify, defend and hold Altium and its officers, employees, subsidiaries, affiliates, and distributors harmless against all claims, costs, damages, expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim of personal injury, death, or other damages associated with such unintended or unauthorized use, even if such claim alleges that Altium was negligent regarding the design of the Licensed Materials.
- 3.7. **Compliance Certification.** During the term of this Agreement, Altium shall have the right to request that You provide, within thirty (30) days of receipt of Altium's written request, documentation to support, and certification of, use of the Licensed Materials in complete compliance with this EULA's terms and conditions.

#### 4. Intellectual Property Rights

You acknowledge that all Intellectual Property Rights in the Licensed Materials are and will remain the sole property of Altium or its licensors, if any. Nothing contained in this EULA will be construed as conferring by implication, estoppel or otherwise upon You any ownership, license or other right except the licenses and rights expressly granted hereunder to You.

#### 5. Confidentiality

You acknowledge and agree that the Licensed Materials and all other information provided to you by Altium under this EULA are to be held by You in confidence, and are not to be disclosed except as permitted by this EULA. You acknowledge and agree that the Licensed Materials constitute the trade secrets and proprietary information of Altium and/or third parties. You agree that You shall make the Licensed Materials available only to Your employees or to consultants/independent contractors who have entered into a confidentiality agreement with You sufficient to protect Altium's Intellectual Property Rights in the Licensed Materials. You agree to use sufficient safeguards to ensure the confidentiality of Altium's Licensed Materials, and in no event less than the standard of protection used generally in the semiconductor or EDA industry for similar materials.

#### 6. Online Services

- 6.1. **Online Services Availability and Use.** The Licensed Materials may rely upon or facilitate Your access to websites that are maintained by Altium or others offering goods or services ("Online Services" herein). Your access to and use of any such website, or of any such Online Services, is completely governed by the terms, conditions and disclaimers that exist on such website, or in connection with such Online Services. Altium may at any time, in its sole discretion, eliminate, alter or modify the availability of any such website or any such Online Services.
- 6.2. **No Connection with Third Party Online Services Providers.** Altium does not control, endorse or accept any responsibility or liability in connection with websites or Online Services provided by any third party, even if Altium includes references or links to such websites on its own website. Any communications or other dealings between You and any third party in connection with access to or use of any such website or Online Services, including but not limited to delivery and payment terms, are solely between You and such third party. In no event shall Altium be liable to You for any failures, deficiencies or errors in complying with applicable laws by such third party website or Online Service providers.
- 6.3. **Your Risk.** EXCEPT AS EXPRESSLY AGREED TO BY ALTUM IN A SEPARATE, SIGNED WRITTEN AGREEMENT, YOU UNDERSTAND AND AGREE THAT ANY ACCESS TO OR USE OF WEBSITES OR ONLINE SERVICES IS AT YOUR COMPLETE RISK AND SUBJECT TO THOSE LIMITATIONS SET FORTH IN SECTIONS 9 AND 10, BELOW.
- 6.4. **Internet Based License Management System.** In the event that you have licensed the Licensed Materials from Altium on an on-demand basis, such that Your access to the same is through the Internet Based License Management System, You understand and agree that nothing herein shall constitute a guarantee or warranty that such Internet Based License Management System shall be available to You at any and all times, and You understand and agree that such Internet Based License Management System may be inaccessible at times due to maintenance, error fixing or other reasons.

#### 7. Term; Termination

This EULA will commence upon the Effective Date and will remain effective either: (a) for the period of time for which you have licensed the Licensed Materials, if You have done so on a time-limited basis or (b) until terminated, if You have licensed the Licensed Materials on a perpetual basis. You may terminate this EULA at any time by destroying the Licensed Materials and all copies thereof. This EULA will terminate

immediately without notice from Altium if You breach any provision of this EULA, whether You have licensed the Licensed Materials on a time-limited or perpetual basis, provided that any payment obligations accruing prior to such termination will remain due and owing. Upon termination of this EULA, the licenses, rights and covenants granted hereunder and the obligations imposed hereunder will cease, except as otherwise expressly provided for herein, and You will destroy the Licensed Materials, including all copies and all relevant documentation. The provisions of all sections which by their nature would survive the termination of this EULA shall so survive and You shall be obligated to perform in accordance therewith.

#### 8. Governmental Use

The Licensed Materials contain commercial computer software developed exclusively at Altium's expense. Accordingly, pursuant to the United States Federal Acquisition Regulations (FAR) Section 12.212 and Defense FAR Supplement Section 227.7202, use, duplication and disclosure of the Licensed Materials by or for the United States Government is subject to the restrictions set forth in this EULA. The manufacturer is Altium Limited, 3 Minna Close, Belrose, NSW, Australia.

#### 9. Limited Remedy and Disclaimer

Licensed Materials. THE LICENSED MATERIALS PROVIDED HEREUNDER ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY WITH RESPECT TO NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Altium's sole liability and Your exclusive remedy with respect to any failure of the Licensed Materials to perform in accordance with their specifications during the first (90) days after receipt by You will be limited to error correction or replacement, or if neither is in Altium's opinion commercially feasible, termination of this EULA and refund of any license fee received by Altium from You in respect of the relevant Licensed Materials. In the event of failure of any of the Licensed Materials to perform in accordance with their specifications after said ninety (90) day period, Altium shall have no obligation to replace or refund Your monies in connection therewith. Altium does not warrant that the functions contained in any of the Licensed Materials will meet Your requirements, or that the operation of the Licensed Materials will be uninterrupted or error free, or that defects in the Licensed Materials will be corrected. Furthermore, Altium does not warrant or make any representations regarding Your use or the results of Your use of the Licensed Materials in terms of correctness, accuracy, reliability or otherwise. In the event that any portion of the Altium Licensed Materials are delivered to You by Altium instead of obtained by You over the Internet, You shall bear all risk of loss associated therewith upon delivery to You by a common carrier.

#### 10. Limitation of Liability

THE ENTIRE LIABILITY OF ALTUM IN RESPECT OF ANY BREACH OF ITS CONTRACTUAL OBLIGATIONS ARISING UNDER THIS EULA AND ANY REPRESENTATION, STATEMENT OR TORTIOUS ACT OR OMISSION, INCLUDING NEGLIGENCE OR INTENTIONAL CONDUCT ARISING UNDER OR IN CONNECTION WITH THIS EULA (TOGETHER AN "EVENT OF DEFAULT") SHALL BE LIMITED TO DAMAGES IN AN AMOUNT EQUAL TO ALL FEES PAID BY YOU TO ALTUM IN THE PRECEDING TWELVE (12) MONTHS FOR THE APPLICABLE LICENSED MATERIALS. NOTWITHSTANDING THE FOREGOING, ALTUM WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY EVENT OF DEFAULT FOR LOSS OF DATA, PROFITS, GOODWILL OR ANY TYPE OF SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OR DAMAGE SUFFERED BY YOU AS A RESULT OF ANY ACTION BROUGHT BY A THIRD PARTY) EVEN IF SUCH DAMAGE WAS REASONABLY FORESEEABLE OR ALTUM HAD BEEN ADVISED OF THE POSSIBILITY OF YOUR INCURRING THE SAME, AND REGARDLESS OF WHETHER SUCH EVENT OF DEFAULT IS STYLED AS BEING BASED UPON CONTRACT, TORT, STATUTORY OR OTHER LAW. THIS LIMITATION SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES HEREIN, TO THE EXTENT PERMITTED BY LAW. NOTHING IN THIS SECTION WILL CONFER ANY RIGHT OR REMEDY UPON YOU TO WHICH YOU WOULD NOT OTHERWISE BE LEGALLY ENTITLED. YOU ACKNOWLEDGE THAT EXCEPT AS SET FORTH HEREIN, NO PROMISE, REPRESENTATION, WARRANTY OR UNDERTAKING HAS BEEN MADE BY ALTUM TO YOU OR TO ANY PERSON ON YOUR BEHALF AS TO THE PROFITABILITY OR ANY OTHER CONSEQUENCES OR BENEFITS TO BE OBTAINED FROM USE OF THE LICENSED MATERIALS. YOU HAVE RELIED SOLELY UPON YOUR OWN SKILL AND JUDGMENT IN ACQUIRING THE LICENSED MATERIALS. Nothing in this EULA is meant to exclude, restrict or modify any liability of Altium under any law under any jurisdiction in which the Licensed Materials are licensed, which law prohibits, restricts or modifies any portion of the limitation of liability set forth herein, such as Part VA of the Australian Trade Practices Act of 1974, or any similar law.

#### 11. Export Restriction

Depending upon the jurisdiction in which the Licensed Materials are licensed, this EULA may be subject to certain government export and other restrictions, and You shall comply with all applicable laws in connection therewith. You agree that You will not export or re-export the Licensed Materials, reference images or accompanying documentation in any form without the appropriate governmental licenses. Failure to comply with this provision is a material breach of this EULA and shall result in the automatic termination of this EULA, whether or not Altium is aware of the same at the time.

#### 12. Third Party Beneficiary

You understand that portions of the Licensed Materials and related documentation may have been licensed to Altium from third parties and that such third parties are intended third party beneficiaries of the provisions of this EULA.

#### 13. Non-Assignment

Except as otherwise set forth herein, neither this EULA, nor any interest herein or part hereof, will be transferable or assignable by You or, by operation of law or otherwise, without Altium's prior written consent, and including whether such transfer or assignment is by operation of law, agreement of merger, sale of assets or otherwise.

#### 14. Governing Law

This EULA shall be governed by the laws of the State of California, United States of America, without reference to conflict of law or choice of law principles or decisions, provided that if the Licensed Materials are acquired in the European Union (the "EU"), this EULA shall be governed by the laws of England, without reference to conflict or choice of law principles or decisions. Nothing in this EULA will be interpreted or construed so as to limit or exclude the rights or obligations of either party (if any) as to which it is unlawful to limit or exclude under the relevant national laws and, where applicable, the laws of any Member State of the European Union which implement relevant European Communities Council Directives.

#### 15. General

- 15.1. **Unenforceability.** If for any reason a court of competent jurisdiction finds any provision of this EULA, or portion thereof, to be illegal, prohibited, void or unenforceable for any reason, that provision of the EULA shall be replaced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this EULA shall continue in full force and effect.
- 15.2. **Headings.** Save as otherwise provided herein, references to sections are to those contained in this EULA. Headings are inserted for convenience only and do not affect the construction of this EULA.
- 15.3. **Construction.** Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine and words importing persons include corporations.
- 15.4. **Waiver.** No failure or delay on the part of either party in the exercise of any power, right or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof, or of any other right, power or privilege.
- 15.5. **Entire Agreement.** This EULA contains the entire agreement and understanding between the parties with respect of the subject matter hereof and supersedes all prior agreements, understandings and representations, whether oral or in writing. No addition or modification to this EULA is valid unless made in writing and signed by authorized personnel of Altium and You.