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- II.8.10. THE USE OF THE SOFTWARE IS GRANTED AT THE CUSTOMER'S OWN RISK. COMPUTER-AIDED DESIGN SOFTWARE AND OTHER TECHNICAL SOFTWARE ARE TOOLS INTENDED TO BE USED BY TRAINED PROFESSIONALS ONLY. THEY ARE NOT SUBSTITUTES FOR YOUR PROFESSIONAL JUDGMENT. COMPUTER-AIDED DESIGN SOFTWARE AND OTHER TECHNICAL SOFTWARE ARE INTENDED TO ASSIST WITH PRODUCT DESIGN AND ARE NOT SUBSTITUTES FOR INDEPENDENT TESTING OF PRODUCT STRESS, SAFETY, AND UTILITY. DUE TO THE LARGE VARIETY OF POTENTIAL APPLICATIONS FOR THE SOFTWARE, THE SOFTWARE HAS NOT BEEN TESTED IN ALL SITUATIONS UNDER WHICH IT MAY BE USED. THE LICENSOR, THIRD PARTY LICENSOR(S), CAD SYSTEM SOFTWARE PROVIDERS, MARKETING CONTRACTORS, AND SUPPLIERS AND THEIR RESPECTIVE AFFILIATES, SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR THE RESULTS OBTAINED THROUGH THE USE OF THE SOFTWARE. PERSONS USING THE SOFTWARE ARE ALSO RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF THE SOFTWARE IN CONNECTION WITH THEIR CAD SYSTEM SOFTWARE. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO, THE DETERMINATION OF APPROPRIATE USES FOR THE SOFTWARE AND OTHER PROGRAMS TO ACHIEVE INTENDED RESULTS. PERSONS USING THE SOFTWARE ARE ALSO RESPONSIBLE FOR**

ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY PROGRAM OUTPUT, INCLUDING ALL ITEMS DESIGNED BY USING THE SOFTWARE.

II.9. Further Obligations of the Licensee

- II.9.1. The Licensee is herewith committed to protect the supplied programs, documentation and relevant material from unauthorized use and will not entrust them or disclose them, neither in part nor in the whole, to third parties. The Licensee will fulfill its obligations according to this contract through suitable measures as regards of use, modification, protection and safety of the program with respect to his staff and any other person to whom the access to the programs is allowed.
- II.9.2. This Software and Documentation are provided with RESTRICTED RIGHTS for US government customers. Use, duplication, or disclosure by the US government is subject to restrictions as set forth in FAR 12.212 (Commercial Computer Software Restricted Rights) and DFAR 227.7202 (Rights in Technical Data and Computer Software), as applicable.
- II.9.3. The above mentioned provisions shall remain in force even after the termination of the License or this EULA, or by abandonment or alienation of the business establishments in the whole or in part.

II.10. Term of EULA

- II.10.1. This Agreement shall be effective on the Effective Date and, unless earlier terminated, shall continue in force for an Initial Term ending three (3) years from the Effective Date ("Initial Term" and together with any renewal period, the "Term"). At the expiration of the Initial Term, this Agreement shall be automatically renewed for additional terms of one (1) years unless either party hereto gives written notice to the other party, within sixty (60) days before the end of the Initial Term or renewal term then in effect, of its intention to terminate.
- II.10.2. Upon termination of this agreement, Licensee shall return to Licensor, on the effective date of termination, the Software and any other licensed material including without limitation works sourced from the Software, including Software generated CAD model files in native and non-native Software formats residing on licensees PLM servers or elsewhere. All contractual obligations, in particular those regarding Software maintenance, will be void upon the effective date of termination. Upon request of the Licensor, the Licensee must produce a notary certified statement declaring that no further copies of the licensed material exist, and all copies of the software have been deleted from the computers.
- II.10.3. Licensor may terminate this EULA immediately upon any breach by Licensee of any provision hereof or any attempt to bypass any anti-copying systems incorporated in the Software or otherwise access or reverse engineer any Software source code, in addition to and not in derogation of, any statutory, equitable, or common law remedy, including, without limitation copyright infringement.

II.11. License and Software Maintenance Fees

- II.11.1. The Licensee agrees to pay the Software license, maintenance and services fees in accordance with the Proposal(s).
- II.11.2. The payment of the License fee and software maintenance fees will be considered effected when received by the Licensor.

II.12. General

- II.12.1. This EULA, together with the Proposal(s), contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral understandings of any kind or nature which relate to the subject matter hereof. To the extent that there is any inconsistency between the Proposal(s) and the provisions set forth in this EULA, the terms of the EULA shall govern. This EULA shall inure to the benefit of and be binding upon Licensee and this Agreement shall inure to the benefit of and be binding upon the Licensor and their successors and assigns. Licensee may not assign this Agreement without the prior written consent of the Licensor.
- II.12.2. Any amendment to, or modification or waiver hereof must be in writing signed by all the parties against whom such amendment, modification or waiver is intended to be enforced.
- II.12.3. This EULA shall be construed in accordance with and governed by the law of the State of Ohio (without giving effect to any choice of law principles which would result in the application of the law of any other state)
- II.12.4. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions be consummated as originally contemplated to the fullest extent possible.
- II.12.5. Licensee expressly understands and consents that this EULA is a transaction of business in the State of Ohio and constitutes the minimum contacts necessary to make Licensee subject to the personal jurisdiction of the federal courts located in the State of Ohio, and the state courts located in Ohio, for any lawsuit filed against Licensee by Licensor arising from or related to this EULA. Licensee agrees and acknowledges that any controversy arising out of or relating to this EULA or the breach hereof, or any claim or action to enforce this Agreement or portion hereof, or any controversy or claim requiring interpretation of this Agreement must be brought, if brought by Licensee, in federal court within the State of Ohio or a state court located in Hamilton County, Ohio, and such action may not be brought by Licensee in any forum outside the State of Ohio.
- II.12.6. **THIS AGREEMENT IS ACCEPTED BY BOTH PARTIES BY EXECUTING A PARTSOLUTIONS PROPOSAL REFERENCING THIS AGREEMENT.**