

AIMMS SOFTWARE LICENSE AGREEMENT

1. The Agreement

1. This AIMMS Software License Agreement (this “**Agreement**”) is made between an entity from AIMMS group listed below (the “**Licensor**”) in accordance with the following criteria:

If Licensee is domiciled in:	The Licensor is:
Europe, Middle East, Africa, Mexico, Central America, South America and Caribbean	AIMMS BV, The Netherlands
USA, Canada	AIMMS, Inc., a Delaware (USA) corporation
Asia, Australia, New Zealand and any other country	AIMMS Pte Ltd, Singapore

and

the entity or individual identified as Licensee on the signature page of this Agreement, if physically signed, or the entity or individual who accepts of all of the terms and conditions of this Agreement by clicking on the “**ACCEPT**” icon on the web page providing access to this Agreement (the “**Licensee**” or “**You**”).

2. The terms and conditions of this Agreement apply to the software (as further described in Appendix I) and any and all updates, maintenance or other releases or supplements, and any embedded third-party supplier components such as mathematical solvers (altogether the “**Software**”), as well as any services, including onboarding, support, training and development described in the corresponding purchase order (the “**Services**”).

3. Under this Agreement Licensee receives a revocable, limited, non-transferable, non-exclusive license (the “**Subscription License**”), of the type indicated in Appendix I, for the period for which Licensee has obtained the Subscription License and any subsequent renewal periods (altogether the “**Subscription Period**”) and shall commence on the effective date of the applicable order, as further described in Appendix I.

4. At the end of the Subscription Period the Subscription License shall terminate unless renewed.

5. This Agreement and the Subscription Period are effective as of the date (the “**Effective Date**”) of the first to occur of any of the following: (i) when any instructions, user IDs, software licence keys or passwords in respect of the Software to enable the Licensee to activate or access the Software are made available by AIMMS to the Licensee or (ii) any person acting by direction or permission of Licensee first installs any of the Software following receipt of this Agreement.

6. All releases and software updates delivered to Licensee are considered part of the Software and are subject to and governed by all of the terms and conditions of this Agreement applicable to the Software. As long as one or more AIMMS Subscription Licenses issued to Licensee are under subscription (*i.e.* by paying Licensor a subscription fee for the Subscription Period), Licensee is entitled to download and install the corresponding AIMMS releases and software updates that are available during the Subscription Period at no extra cost.

7. This Agreement contains the only and entire understanding, contract and agreement between Licensee and AIMMS with respect to use of the Software.

8. This Agreement terminates or supersedes any and all prior understandings, discussions, negotiations and agreements of any form, purchase orders, conditions, representations, and warranties, written or oral between Licensee and AIMMS with respect to the Software and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication with respect to the Software or any other subject matter covered by this Agreement. No change to this Agreement or any additional terms and condition that Licensee may include in purchase orders or otherwise will be enforceable unless expressly accepted in writing by AIMMS.

9. A portion of the Software may contain or consist of open source software with a permissive, non-GPL, licensing scheme, which the Licensee may use under the terms and conditions of the specific license under which the open source software is distributed.

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- G. that use of the Software by You and any other person acquiring use of the Software by or through You is limited to use of the Software as a whole and that nothing herein constitutes a license to make separate use of any solver or component element of the Software, for which You may need to obtain

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3. By accepting this Agreement and using the Software, Licensee authorises AIMMS to quote Licensee's name as a customer of AIMMS and user of the Software and to use your logo in AIMMS's marketing and promotional materials if You use the Software for a period of at least 45 days.

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1. Subject to the limitations stated in this Agreement Licensee may use the Software to create one or more Derivative Works, as defined by the U.S. Copyright Act.

2. If a separate work derived from use of the Software qualifies as a “**Derivative Work**” under the U.S. Copyright Act, provided that such Derivative Work does not compete with or perform or purport to perform any of the essential functions of the Software or any function substantially similar to the functions of the Software, such Derivative Work shall be the property of Licensee.

3. Licensee acknowledges and agrees that, in any event and under any circumstance, Licensor shall have no liability or obligation arising from or with respect to any Derivative Work. Licensee shall not represent or warrant, in writing or orally or otherwise, that any such Derivative Work is a part of the Software or that Licensor or any of Licensor’s licensors, vendors, suppliers or solvers has contributed to or participated in the creation or design of any such Derivative Work or has any responsibility therefor. Licensee shall not use the name “AIMMS” in connection with any name or designation given to any such Derivative Work nor use the name “AIMMS” in any marketing, promotion or sale of any such Derivative Work. Licensee further agrees to, and shall, defend, indemnify and hold harmless Licensor and Licensor’s vendors and suppliers and contributing solvers, and the shareholders, directors and officers of Licensor and the foregoing from and against any and all claims, demands, allegations, actions, causes of action, judgments alleging or establishing that any such Derivative Work infringes on or constitutes a conversion of any patent, copyright, trade secret or other proprietary right of any Person, and from and against any and all obligations, losses, liabilities and costs (including reasonable attorney’s fees) arising from the foregoing.

5. Fees.

1. Licensee agrees to pay license fees to AIMMS for the Software and the Services (the “**Software & Services License Fee**”) in the amounts and at the times described in the AIMMS’s quotation or as further described in Appendix I.

2. If Licensee fails to pay the Software & Services License Fee or other amount due to AIMMS within three (3) business days following notice from Licensor, in addition to any and all other remedies available to (and not in lieu thereof), Licensor may accelerate all remaining unpaid payments. Licensor may accelerate all remaining unpaid payments and upon such acceleration Licensee shall pay in full all remaining unpaid payments. If you have an online license, AIMMS may suspend your access to the Software and suspend or terminate the Services.

3. Licensor wishes to establish with Licensee a relationship based on trust. Licensor will therefore understand and accept occasional and short delays in due payments. However, should Licensee (i) develop a trend of unattended payments in the due date

(more than 3 delays in one year), or (ii) delay payment in more than 15 calendar days, all Fees not paid when due shall bear interest at the greater of (i) twelve percent (12%) per annum, or (ii) the legal interest applied in the jurisdiction where the Licensee is based, whichever is the greatest, but in any event not in excess of the maximum amount allowed by applicable law (Licensor and Licensee hereby agree, if the interest rate established by the foregoing formula is greater than the maximum amount allowed by the law of the jurisdiction to which the Parties are subject, then the foregoing calculation of interest shall automatically be modified to read that the interest rate shall be the maximum rate or amount allowed by such jurisdiction). Licensor's rights pursuant to this Section are in addition to Licensor's rights pursuant to the Section entitled "Remedies".

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1. AIMMS EXPRESS REPRESENTATIONS AND WARRANTIES.

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B. AIMMS WARRANTS THAT THE SOFTWARE WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE PRODUCT DOCUMENTATION WHICH IS DELIVERED OR PROVIDED BY AIMMS TO YOU SPECIFICALLY WITH REFERENCE TO THE VERSION OF THE SOFTWARE THAT YOU ARE OBTAINING (THE "**DOCUMENTATION**"). THE ABOVE WARRANTY WILL NOT APPLY IF THE SOFTWARE IS ALTERED BY YOU OR OTHER USER (AUTHORIZED OR UNAUTHORIZED), USED IN A MANNER NOT CONTEMPLATED BY OR NOT IN ACCORDANCE WITH THE DOCUMENTATION, OR IS DAMAGED OR OTHERWISE MISUSED.

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5. AIMMS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET OR YOUR SELECTION OF YOUR HARDWARE, AND THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS OR OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES OR HARDWARE (e.g. SLOW LAPTOPS, ETC.).

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STATED IN THE IMMEDIATELY-PRECEDING SENTENCE SHALL NOT APPLY TO ANY LOSS, COST, INJURY, DAMAGE, OR CLAIM BASED ON OR ARISING FROM (A) A PARTY'S FRAUDULENT ACTIONS, OR (B) VIOLATION OF ANY OF AIMMS' PROPRIETARY RIGHTS SPECIFIED IN THIS AGREEMENT BY YOU OR ANY PERSON USING THE SOFTWARE WITH YOUR KNOWLEDGE OR CONSENT, OR (C) BREACH OF ANY OF LICENSEE'S EXPRESS COVENANTS. IF THE PROVISIONS OF THIS ARTICLE CONFLICT WITH ANY OTHER TERM OR PROVISION OF THIS AGREEMENT, THE TERMS AND PROVISIONS OF THIS ARTICLE SHALL CONTROL.

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b. As to any Defects in or related to any maintenance and/or subscription upgrade of the Software, provided Licensee gives written notice to Licensor of such Defects within thirty (30) days after Licensee's receipt of such maintenance and/or subscription upgrade, Licensor will at its own expense within a reasonable time after receipt of such notice, repair, replace, cure, re-perform, or correct (which may include a "work-around") such Defects, and if Licensor is unable or in any event fails to make such corrections to Licensee's reasonable satisfaction within thirty (30) days after Licensor's receipt of the notice of a Defect given pursuant to this sub-section (b), if timely given, then Licensee may, at its option and as its exclusive remedy for such Defects, opt out and de-install the subscription upgrade, and upon Licensor's verification of the foregoing, Licensor will, upon Licensee's request, refund the maintenance and/or subscription fee, on a pro-rated basis, for the calendar year for which the subscription upgrade was provided (i.e., if the upgrade was delivered on June 30 of such year, the refund will be of one-half of the maintenance fee paid for such year), on payment of which, Licensor shall have no further obligation to Licensee relating to the subscription upgrade; and

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4. You shall defend and hold AIMMS harmless against any third-party claim or action derived from the use by Licensee of any third-party products and open source software not provided by AIMMS.

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11. Assignment

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2. Any purported assignment, sublicense, transfer, delegation or authorisation of use by You without obtaining prior written consent from AIMMS will be null and void. AIMMS represents that such consent will not be unreasonably withheld but may be conditioned upon, among other things, written acknowledgment by the assignee that it will abide by all of the conditions and requirements expressed in this Agreement for use of the Software or, if it should result in an increase in the burden or obligation of AIMMS (including, but not limited to, resulting in a greater number of users allowed to use the Software), AIMMS shall have the right to withhold or deny its consent.

3. AIMMS has the right to novate, sell or otherwise transfer its obligations under this Agreement to a subsidiary, affiliate, or successor company, provided the transferee expressly agrees to continue to perform all of AIMMS' obligations under this Agreement, and any such novation, sale or transfer shall modify or change any of the terms, conditions, rights and obligations pertaining to Your rights in the Software as set forth in this Agreement. In addition, AIMMS may subcontract or delegate its obligations under this Agreement in whole or in part, but AIMMS shall remain responsible for the performance of the Software in accordance with this Agreement notwithstanding any such subcontracting or delegation.

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Licensor has the right to verify Licensee's compliance with this Agreement. Licensee agrees to (a) implement internal safeguards to prevent any unauthorized copying, distribution, or use of the Software; (b) keep records relating to the Software products Licensee has installed, copied or used and, upon Licensor's request; provide Licensor with written certification of the number (by product and version) of copies installed; and (c) allow a Licensor's representative or an independent auditor to inspect and audit Licensee's computers and records for compliance with this Agreement during Licensee's normal business hours. Licensee shall fully cooperate with such audit and provide any necessary assistance and access to all relevant records and computers. If an audit reveals that Licensee has, or at any time has had, unlicensed installation or use of the Software, Licensee will promptly acquire sufficient licenses to cover any shortage and shall pay the full license fee for such additional licenses *along with* (i) payment to Licensor of the amount of maintenance fees or subscription payments that would have been payable for the period in which such additional licenses should have been in effect *and* (ii) an additional "Late Compliance Fee" of twenty-five percent (25%) of the total amount due for the additional licenses and maintenance and subscription fees. With respect to the foregoing, if Licensee has allowed or engaged in unlicensed installations or uses in excess of those permitted by the applicable license and as a result is required to acquire and pay for the additional licenses and pay the additional maintenance and subscription fees specified in this Section, Licensee acknowledges that payment of the Late Compliance Fee is a reasonable additional payment to Licensor, not as a penalty, but as compensation to Licensor for the administrative cost of administering the actions described in this Section and the additional work required of Licensor to reflect on its records the actions required hereunder as well as compensation to Licensor for the lack of use of the funds which would have been received by Licensor if timely paid by Licensee for the additional licenses and maintenance and subscription fees if paid as contemplated by this Agreement to have avoided such unauthorized uses of the Software. If a material license shortage of five percent (5%) or more is found, Licensee must reimburse Licensor for the costs incurred in the audit and acquire the necessary additional licenses within thirty (30) days without benefit of any otherwise applicable discount. If Licensee requests in writing prior to the conduct of such audit, Licensor agrees to sign a confidentiality agreement reasonable in its terms to protect Licensee's privacy interests in the case of such an audit.

13. Termination.

1. AIMMS may, at its sole discretion, immediately terminate this Agreement if You (or in the case of any person using the Software, whether with Your permission or not and

whether or not such use is permitted by or in accordance with this Agreement) a) are in breach of any of the terms and conditions for use of the Software as stated in this Agreement or any other term or condition stated in writing at the time of delivery of the Software; b) fail to comply with the terms and conditions of this Agreement and do not correct such failure within a reasonable time, not exceeding 10 days, after notice thereof communicated by AIMMS to You; c) fail to pay Software & Services License Fee when and as due (including, but not limited to Subscription Fees due upon renewal); d) fail to comply with the terms of any quote or purchase order pursuant to which the Agreement has been granted or issued or any portion of the Software is delivered; e) fail to comply with the requirements to pay additional license fees; f) breach or violate any of AIMMS's proprietary rights referenced in this Agreement or breach any of Licensee's Express Covenants; or g) fail to obtain AIMMS' prior written permission to the assignment, sublicense, transfer, delegation or use of the Software.

2. In case of termination as described above, Licensee will not be entitled to any compensation or refund of any Software & Services License Fees paid.

3. By accepting this Agreement (by using the Software), Licensee acknowledges and agree that each of the foregoing grounds for termination of Your rights to use the Software is based on AIMMS' legitimate rights and interests (including, but not limited to its rights to receive timely payment, its rights to preserve its proprietary interests in the Software, and its rights to expect Your compliance with the terms of this Agreement) and, accordingly, you agree that neither You nor any person using the Software issued to You, whether such use is authorised by you, at your direction, or with your knowledge or permission, shall have any claim, right of action, remedy or grounds for relief of any kind against AIMMS for such termination or for any loss, injury or damage sustained as a result of such termination or de-activation pursuant to this Article.

4. As further described in Article Fees above, in case termination occurs because of failure by the Licensee to pay in the agreed terms, Licensor may suspend Your online access to the Software and data.

14. Other Licensor Entities and Supplier Rights.

Licensee acknowledge and agree that certain provisions set forth in this Agreement include covenants and obligations of Licensee not only to Licensor, but also to other Licensor entities and third-party suppliers, and that other provisions are expressed to be not only for the benefit of Licensor, but also for the benefit of such Licensor entities and third party suppliers. Licensee further acknowledges and agrees that each such Licensor entity and/or third party supplier is entitled in its or their own right to require

by Licensee the due performance of each such covenant or obligation and shall be entitled to each such benefit; and, to the extent necessary to establish such third party rights and benefits under applicable law, that Licensor enters into this Agreement, not only in its own right, but also as agent for each such Licensor entity and/or third party supplier.

15. No Joint Venture or Other Relationship.

Nothing in this Agreement is intended to or shall be construed as creating an agency, partnership, joint venture, franchise, or employment relationship between You and AIMMS or any person or entity affiliated with or employed by AIMMS.

16. Taxes.

Licensee is and shall be responsible for all applicable taxes (including, without limitation, income, property, franchise, gross receipts, goods and services, excise, sales, use, and value added taxes), duties, fees, tariffs, or other governmental charges or expenses imposed by any taxing authority in connection with Licensee's licensing of the Software and receiving the Services and on any transactions arising out of or related to use of the Software or receiving the Services.

17. Injunctive Relief.

Licensee acknowledges that the use, copying, disclosure or dissemination of the Software, or the confidential or proprietary information embodied therein, in a manner not authorized by this Agreement, would cause irreparable harm to Licensor and its suppliers for which damages alone may not adequately compensate. Licensee therefore agrees that, to the fullest extent allowed by applicable law, Licensor and its suppliers shall be entitled, in addition to any other remedies available to it or them at law or in equity, to such injunctive or other equitable relief as may be necessary or appropriate to prevent such unauthorized use, copying, disclosure or dissemination, or against the breach or threatened breach of this Agreement without the necessity of proving actual or irreparable damage. Licensor's right to seek injunctive relief shall be available to Licensor in any court, administrative board or other adjudicative body in any jurisdiction to which Licensee and/or any other Person using the Software is subject, and Licensor's exercise of the right to seek injunctive relief shall be wholly cumulative with and in addition to and not in lieu or exclusion of any and all other rights and remedies available to Licensor by the terms of this Agreement or by statute or regulation or at law or in

equity. *Provided*, that nothing in this Article shall require Licensor to seek injunctive relief, and the election of Licensor not to seek injunctive relief or a denial by a court or other adjudicative body to grant injunctive relief shall not limit, bar, preclude or in any other way affect Licensor’s right to seek any other remedy or relief available by the terms of this Agreement or by statute or at law or in equity in the event of a breach of any of the terms or conditions hereof by Licensee or by any other Person using the Software that is the subject of this Agreement.

18. Choice of Law; Dispute Resolution; Language.

Licensee agree that all disputes and matters whatsoever arising under, in connection with, or incident to this Agreement shall be governed by, and construed in accordance with the following criteria:

If Licensee is domiciled in:	The governing law is:	Disputes will be resolved by:
The Netherlands	Laws of the Netherlands	Arbitration in Amsterdam by a single arbitrator, in Dutch
United States of America	Laws of the state of New York	Arbitration in New York City by a single arbitrator
Rest of the world	Laws of the Netherlands	Arbitration in Amsterdam by a single arbitrator, in English

The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement. Licensee also agrees that any disputes arising in connection with this Agreement shall be resolved by a mutually agreed arbitrator in the State of New York, in English, if Licensee acquired the Software from the Licensor’s subsidiary in the United States, or by a mutually agreed arbitrator in the Netherlands, in the language to be agreed between the parties, if Licensee acquired the Software outside the United States. The above does not prevent Licensor and its suppliers from seeking injunctive or provisional relief with respect to a violation of intellectual property rights or enforcement or recognition of any award or order in any appropriate jurisdiction. The original English version of the Agreement may have been translated into other languages. In the event of inconsistency or discrepancy between the English version and any other language version, the English version shall prevail.

19. Data Protection & Processing of Personal Data. Usage Data.

1. Use of the Software requires that Licensee becomes a registered user. Before You can use the Software, You have to register with AIMMS and provide AIMMS with certain information, which may include personally identifiable information, such as your name and your email address (“**Personal Data**”). By providing AIMMS with Personal Data, You expressly agree that AIMMS may collect, use, store and otherwise process Your Personal Data for the purpose of providing You with access to the Software and Services and to provide you with relevant information regarding the use of the Software or to generate user and use data reports for AIMMS commercial purposes.

2. You are responsible for and agree to provide AIMMS with complete, true, and current information, including Personal Data, and to keep your Personal Data accurate and up to date. You can always correct or update your Personal Data. Furthermore, You may request information about Your Personal Data stored with AIMMS, or the correction (in case the Software is not allowing You to correct or update your information), or deletion of Your Personal Data by contacting AIMMS. Please note that if You request the deletion of your account or Personal Data, You might not be able to further access and use the Software.

3. You are solely responsible with regard to usage and security of your password and any activities that occur under your account. You shall not use the account of anyone else at any time. You understand and agree that AIMMS collects, uses, stores and otherwise processes Your personal information and utilization data and may share such data with third party service providers for the purposes of improving or providing the Software.

4. To the extent You are a data controller for the purpose of any personal data processed with the Software, nothing in this Agreement implies that AIMMS will conduct any kind of data processing for You.

5. You shall comply with the provisions and obligations imposed by the applicable data protection law (the “**Data Protection Law**”).

6. In the event that AIMMS needed to have access to your customers personal data to provide the Services, as data controller, You confirm that You have obtained all necessary authorisations for lawful processing, prior to passing personal data to AIMMS. To the extent AIMMS processes personal data as a data processor for You under or in connection with the Agreement, AIMMS shall ensure appropriate protection is in place to safeguard such personal data.

6. AIMMS shall use its reasonable efforts to assist You to comply with your obligations, as data controller, to respond to requests for access to your records made by individuals to whom the personal data relates, subject to the payment by You of AIMMS's reasonable professional charges for the time engaged by AIMMS staff in so doing.

7. You authorise AIMMS to collect, use, store and transfer the personal data You provide to AIMMS for the purpose of performing AIMMS's obligations under the Agreement and for any additional purposes described, pursuant to the Agreement.

8. AIMMS may, in the normal course of business, make worldwide transfers of personal data on its corporate systems, to other entities, agents or subcontractors in the same group of companies, or to other relevant business partners who may have incidental access to personal data. When making such transfers, AIMMS shall ensure appropriate protection is in place to safeguard personal data transferred, under or in connection with the Agreement.

9. AIMMS shall not be liable for any claim brought by You or a data subject arising from any action or omission by AIMMS to the extent that such action or omission resulted from compliance by AIMMS with your instructions.

10. If You are a cloud customer (ie. You are accessing the Software in the cloud):

1. AIMMS informs You and You consent that AIMMS may, from time to time, collect and record usage data so that AIMMS can continuously assess and improve its services (e.g. resource demand forecasts); and
2. You shall inform AIMMS, at least ten days in advance, when You intend to conduct a 'pen test' or 'vulnerability assessment' so that AIMMS is aware in takes that into account when conducting its monitoring for suspect behaviour.

20. Excluded License.

Any applications or software amended or created by You, shall not include software, documentation, or other materials that, in whole or in part, are governed by or subject to an Excluded License, or that would otherwise cause the Application to be subject to the terms of an Excluded License.

"Excluded License" means any license requiring, as a condition of use, modification and/or distribution of the software subject to the license, that the software or other software combined and/or distributed with it be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge. Excluded Licenses include, but are not limited to the GPLv3

Licenses. For the purpose of this definition, "GPL Licenses" means GNU General Public[®] and any equivalents to the foregoing.

21. Export Compliance

The Software may be subject to export laws and regulations of the European Union or the United States and other jurisdictions. Each party represents that it is not named on any government denied-party list. You shall not permit users to access or use the Software in a E.U. or U.S. embargoed country or in violation of any E.U. or U.S. export law or regulation.

22. Survive Termination.

The covenants, conditions, terms and provisions of this Agreement shall survive termination of this Agreement.

23. Severability and Amendment.

This Agreement may not be amended or by conduct, and may be amended only by way of a written document which sets for the amendment terms in full and which, if it amends any term or provision in this Agreement, specifically refers to such term or provision that is being amended, which document must be approved and accepted in writing (which may be by electronic signature) by You and AIMMS. Any attempted or claimed amendment not fully in compliance with the requirements stated in the immediately-preceding sentence shall be of no force or effect. No one except AIMMS is authorized to modify this Agreement on behalf of AIMMS. If AIMMS does not insist upon strict performance with respect to any particular clause or requirement under this Agreement or does not, in a given instance, exercise its rights under this Agreement, such election not to insist upon strict performance or exercise of rights in a given instance shall not constitute an amendment of such term(s) or provision(s) and shall not bar AIMMS from insisting on strict performance of such term or exercise of such rights as to any subsequent event or occurrence.

If any condition of this Agreement is considered illegal, such illegal condition shall not be part of this Agreement and rest of the conditions shall continue to be part of this Agreement. *Provided*, however, if the elimination of such illegal condition or term shall cause this Agreement to fail of its essential purpose or cause the Party benefited by such condition or term to lose a right or benefit which forms a material part of the consideration for its performance of this Agreement, such Party shall have the right to

terminate this Agreement by giving written notice of such termination to the other Party, but such notice of termination must be given within thirty (30) days after the Party with the right to give such notice has received written notice that such condition or term has been declared illegal, and a failure to give a notice of termination within such time shall constitute that Party's waiver of the right to terminate based on this Article.

24. Force Majeure

Neither party shall be liable to the other for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "**Force Majeure**"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than 30 days, then the other party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed party.

25. Confidentiality

The parties have signed a confidentiality agreement, attached as Appendix II, which shall remain in full force and effect during the term of this agreement and for two years after this agreement has terminated.

Except as otherwise established in this Agreement, the parties shall maintain the terms of this Agreement confidential at all times.

APPENDIX I

THE SOFTWARE

1. Software description

<https://aimms.com/english/developers/product-info/>

AIMMS Desktop Development License

For users that want to develop, and maintain AIMMS-based models- and applications (i.e. building/ modifying the model code base, create Graphical User Interfaces, develop to-be embedded components) on their personal desktop. <https://aimms.com/english/developers/product-info/aimms-developer/>

AIMMS PRO

The AIMMS PRO platform license assures that end users in your organization, can use the AIMMS based applications through the browser (no installation needed). We offer AIMMS PRO in various pre-packaged configurations - Essential, Preferred and Premier - which can be extended as needed.

<https://aimms.com/english/developers/product-info/aimms-pro/>

On premise details:

<http://manual.aimms.com/pro/>

Cloud details:

<http://manual.aimms.com/cloud/>

2. License

1	Software		(see definitions above)
2	Type of Subscription License (please mark as appropriate)	All of these license types are Subscription Licenses unless agreed otherwise in writing between Licensor and Licensee.	<input type="checkbox"/> AIMMS DEPLOYMENT SUBSCRIPTION <input type="checkbox"/> AIMMS PRO 1 Production Setup <input type="checkbox"/> Essential <input type="checkbox"/> Preferred <input type="checkbox"/> Premier <input type="checkbox"/> AIMMS PRO 1 Non-PRO Setup <input type="checkbox"/> Essential <input type="checkbox"/> Preferred <input type="checkbox"/> Premier <input type="checkbox"/> w/ Concurrent Optimization Sessions <input type="checkbox"/> w/ CPLEX (each) <input type="checkbox"/> w/ Concurrent User Sessions (each) <input type="checkbox"/> AIMMS DEVELOPMENT SUBSCRIPTION
3	Period of Subscription		Starts: Ends:
4	Effective Date		

5	Fees		Software Fees Payment Terms Service Fees Payment Terms
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APPENDIX II
NON-DISCLOSURE AGREEMENT