



Software License Agreement for Academic Use

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  - a. "**DEVELOPMENT SOFTWARE**", which runs on desktop computing platforms to configure EMBEDDABLE SOFTWARE.
  - b. "EMBEDDABLE SOFTWARE" refers to the part of SOFTWARE that, after initial configuration by DEVELOPMENT SOFTWARE, implements the functionality i.e. it implements EMBOTECH algorithms and performs the numerical calculations to control or to operate a physical system, possibly on an embedded computing platform.

Note: DEVELOPMENT SOFTWARE is not required for the operation of EMBEDDABLE SOFTWARE once it has been configured.

### III. NODES:

- a. **"ENGINEERING NODE"** is a single physical hardware system controlled by LICENSEE and accessed by a single user (engineer) to run DEVELOPMENT SOFTWARE and configure EMBEDDABLE SOFTWARE.
- b. "**SOFTWARE TESTING NODE**" is a single PC, workstation, server virtual machine or container controlled by LICENSEE that runs software tests with EMBEDDABLE SOFTWARE (possibly in a cloud-hosted application).
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- make back-ups for the SOFTWARE;

The exact number of NODEs is stated on the quote and invoice. If this number is not stated, (e.g. on older invoices and quotes), the default numbers are:

- 1 ENGINEERING NODE and
- 10 SOFTWARE TESTING NODES and
- 1 HARDWARE TESTING NODES.

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Articles 8 (Confidentiality), 9 (Warranties) and 10 (Liability & Indemnity), shall survive the termination or expiration of this AGREEMENT for any reason in addition to those articles surviving by operation of law.

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If any provisions of this AGREEMENT will become invalid or unenforceable, such invalidity or enforceability shall not affect the other provisions of AGREEMENT. These shall remain in full force and effect, provided that the basic intent of the parties is preserved. The parties will in good faith negotiate substitute provisions to replace invalid or unenforceable provisions which reflect the original intentions of the parties as closely as possible and maintain the economic balance between the

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parties.

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In case of any dispute, controversy or difference between the parties hereto in connection with or out of this AGREEMENT, the parties hereto shall first attempt to settle it amicably. Should settlement not be achieved, the Courts of Zurich-City, Switzerland, shall have exclusive jurisdiction.