



emmtrix
Technologies

END-USER LICENSE AGREEMENT

EMMTRIX TECHNOLOGIES GMBH

December 11, 2018

IMPORTANT INFORMATION – PLEASE READ CAREFULLY

This emmtrix Technologies GmbH end-user license agreement (“EULA”) is a legal agreement between You (either an individual person or a legal entity, referred to as “You” herein) and emmtrix Technologies GmbH (later referred to as “emmtrix” herein) to govern Your use of certain software developed and distributed by emmtrix, together with any accompanying documentation (collectively referred to as the “licensed materials” as further defined below). Please read this document carefully before using or registering to use the licensed materials. By 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, the emmtrix Maintenance provisions (if elected) in section 6, and the limitations of liability and disclaimers in sections 8 and 9. The current emmtrix EULA may be obtained by contacting emmtrix at contact@emmtrix.com for example.

If You do not agree to the terms of this EULA, You may not use or register the licensed materials; in this case return at once any unused licensed materials, to the place where You obtained them and any money paid (if applicable) will be refunded in full. emmtrix, in its sole discretion and in consideration of providing ongoing services to You may amend this EULA upon thirty (30) days’ notice to You or by publishing such amendments on the emmtrix website(s).

emmtrix is the sole owner of all intellectual property rights in the licensed materials supplied; software is licensed, not sold, and emmtrix gives You the right to download, install, use or otherwise benefit from the software and the intellectual property rights included only in full 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 You have licensed may include technology designed to prevent unauthorized copying. You may not disable or attempt to circumvent such technology. Failure to comply with the process of activating the supplied software or attempting to bypass this process may result in the software being inaccessible to You. Engaging in any activity meant to modify or circumvent any restrictions on unauthorized copying shall result in immediate termination of this EULA, irrespective of the time of discovery of such activities by emmtrix. Any further use of the software or other licensed materials by You subsequent to such termination may expose You to liability for copyright infringement and other claims.

If any provision of this EULA is rendered unenforceable or void under the laws of the jurisdiction in which You reside then such provision shall be treated as not agreed to and severed from the EULA without affecting or modifying the other terms and conditions of this EULA.

1. DEFINITIONS

Unless the context otherwise requires, the following expressions will have the following meanings in this EULA:

- 1.1. *emmtrix* means emmtrix Technologies GmbH.
- 1.2. *Bundle(d)* refers to when two or more emmtrix 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, physical or virtual, or local area network ("LAN" as further defined below) for which such Bundled Product is 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* mean any and all emmtrix computer software applications, Libraries or Bonus Technologies that accompany or are hereafter provided pursuant to this EULA, including any associated media, printed materials and electronic documentation. The emmtrix Products also include any software updates, software version upgrades, software configuration upgrades, add-on components, web services and/or supplements that emmtrix may provide to You as part of emmtrix Maintenance Services or as Extensions if You elect to purchase such Services or additional functionality in accordance with this EULA.
- 1.6. *Intellectual Property Rights* means patent, copyright, design rights (whether registered or unregistered), trademarks (whether registered or common law), trade secrets, confidential information and any other form of intellectual property rights.
- 1.7. *Libraries* means compiled computer software development library files supplied as part of the Licensed Materials or in some cases licensed separately as non-refundable Extensions.
- 1.8. *Licensed Materials* means the software, any software extensions and emmtrix Subscription Products (including but not limited to all Bundled Products and Libraries) licensed by and provided to You hereunder. Such Licensed Materials may contain pre-configured software packages or such software packages together with additional Extensions or other functionality supplied as part of Maintenance Services by emmtrix or one of its authorised resellers and distributors.
- 1.9. *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.
- 1.10. *Permitted Use(s)* mean(s) use of the Licensed Materials by You in accordance with Section 2, below, and the other provisions herein.
- 1.11. *Security System* means the methods of enabling any emmtrix Products provided with the Licensed Materials to operate only in accordance with the way they have been licensed by You, and of preventing any circumvention by You of such methods.
- 1.12. *Specifications* means emmtrix's published specifications for the Licensed Materials.
- 1.13. *Continental License* means a multi-user license for use of the Licensed Materials at multiple sites within one geographic continent by a specified number of users. emmtrix refers to continents as North America, South America, Europe, Africa and Asia Pacific. If a Continental License is to be used by You or Affiliates of Yours at different locations all such locations must be designated in the applicable purchase order and invoice.
- 1.14. *Global License* means a multi-user license for use of the Licensed Materials at multiple sites anywhere in the world by a specified number of users. If a Global License is to be used by You or Affiliates of Yours at different locations all such locations must be designated in the applicable purchase order and invoice.
- 1.15. *Single Site License* means a license for use of the Licensed Materials at a single geographic site by a specified number of users. For purposes of a Single Site License, the phrase "geographic site" means a site no greater than a 5 Km radius. Temporary off-site use during travel or in a 'home-office' by an employee of the licensed site is permitted, provided that such employee does not make such software available to others not within the licensed geographic site.
- 1.16. *Temporary off-site use* means use of the licensed materials by You at a for You non-licensed site.: This must a) be temporary and time-limited; b) in no event lead to any non-authorised use of licensed materials like create additional

copies, provide access in any way to an additional copy of the Licensed Materials 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 emmtrix's confidential and trade secret information.

- 1.17. *emmtrix Maintenance* means an annual, non-refundable purchase decision by You to obtain the following from emmtrix or one of its resellers and distributors during the time period purchased: emmtrix product updates, product fixes, product enhancements and improvements to software reference information for the software licensed by You and support for the Licensed Materials through emmtrix's support facilities. emmtrix may withdraw any feature or portion of emmtrix Maintenance or any software previously subject thereto from further development, fixes or enhancement upon ninety (90) days' notice to You or posting of such changes on the emmtrix website(s).
- 1.18. *An Academic Use License* is one that: (i) in the case of employees (faculty and academic staff) performing software administration, teaching, and non-commercial, academic research for You only in their ordinary course as Licensee's employees; and (ii) in the case of enrolled students, meeting classroom requirements of courses and study offered by You or one of Your employees. Students no longer enrolled will lose their use of any licensed material with expiry of their student status. Any commercial use of academic licences is expressly prohibited, be this part or full-time.
- 1.19. A *Time-Limited License* is any of the above-defined licenses but for a limited time only. All Time-Limited Licenses are non-refundable. Any Time-Limited License may be renewed by You for additional periods of time after purchasing from emmtrix or its resellers and distributors the appropriate renewal.
- 1.20. *Extensions* means additional software, features or functionality, or packages and bundles thereof, that You may license from emmtrix or that in some cases may be supplied as part of emmtrix Maintenance to extend the capabilities of any of the emmtrix Products that You have licensed, such as Libraries or additional functionality or analytical capacity.

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 emmtrix 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 emmtrix 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 to You in this EULA or as provided by law.
- 2.2. **Terms of License Granted.** Upon payment of the applicable license fees, emmtrix hereby grants to You a non-exclusive, non-transferable license to:
 - 2.2.1. Use the Licensed Materials, solely for the creation, design, simulation, implementation of C code or parallelised C code, subject to all of Permitted Uses and the user number, geographic and other restrictions set forth in this EULA as they apply to the types of license(s) You have purchased from emmtrix.
 - 2.2.2. Make, have made, use, sell or otherwise distribute C code or parallelised C code 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. **Intentionally left blank**
 - 2.3.1. Intentionally left blank
 - 2.3.2. Intentionally left blank
- 2.4. **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 emmtrix. Notwithstanding the foregoing, emmtrix 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 than You are permitted to use at any given time, if Your license is so restricted hereunder. In the event that You desire to expand or extend Your use, or to migrate to different Products or functionality within any such Products You must notify emmtrix prior to any such expanded or extended use and arrange for the licensing of the applicable Licensed Materials.

2.4.1. 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 basis that would permit such use.
- 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 carrying out a legitimate business purpose that does not otherwise violate the terms of this EULA, 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;
- e) allow persons not covered by the geographic scope of Your licenses to use the Licensed Material on a "floating" or other basis; or
- f) using the Licensed Materials in any way that is not in compliance with Permitted Uses.

2.4.2. In the event that You have licensed the Licensed Materials for use in connection with a single computer (node-locked licence), 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 (node-locked licence):

- a) You may, upon Your express request and for an additional home licence creation fee, 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 and use 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.

2.4.3. In the event that You have licensed the Licensed Materials on a floating type licence, 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 emmtrix (number of seats and geographic spread licensed). 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.

2.4.4. You may increase the number of persons or sites permitted to use the Licensed Materials at any one time, or the features and functionality of Your Licensed Materials through Extensions or otherwise, by purchasing from and paying emmtrix or its resellers and distributors additional license fees in accordance with the then-applicable pricing, provided that such additional persons in no way access or use the Licensed Materials, or the additional functionality, prior to any such additional license fees being paid by You. In the event that any provision of this EULA is breached by You, the license granted herein shall automatically terminate, without further action by emmtrix and whether or not You abide by such termination. Failure of emmtrix to learn about any such breach shall not constitute a basis for You to assert that You are not in breach hereof, or that emmtrix has acquiesced in such breach.

3. FURTHER RESTRICTIONS ON USE, DISCLOSURE; THIRD-PARTY LICENSE RIGHTS

- 3.1. No Standalone Use of the Licensed Materials. In no event shall You be permitted to sell, license or otherwise commercialize the Licensed Materials as standalone products. You may include Libraries only 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 emmtrix.

No Copying, Reverse Engineering or Circumvention. Except where limited by local law, 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 emmtrix Products provided with the Licensed Materials so as to circumvent any restrictions on use afforded by the emmtrix Security System supplied with such Products no matter what the mechanism for such circumvention, including but not limited to any virtualization method or any method not yet devised. Nothing included in this EULA (including this Section 3.3) shall limit any non-waivable right to decompile the licensed software that You may enjoy under mandatory law. For example, if You are located in certain member states of the European Union (EU), You may have the right upon certain conditions specified in the applicable law to decompile the software if it is necessary to do so in order to achieve interoperability of the Software with another software program, and You have first asked emmtrix in writing to provide the information necessary to achieve such interoperability and emmtrix has not made such information available. In addition, such decompilation may only be done by You or someone else entitled to use a copy of the software on Your behalf. emmtrix has the right to impose reasonable conditions before providing such information. Any information supplied by emmtrix or obtained by You, as permitted hereunder, may only be used by You for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the software or used for any other act which infringes emmtrix's or its licensors' copyright rights.

You may not remove, obscure or change in any way any trademark, logo, legal and / or proprietary notices within the software, the documentation or any copies thereof.

- 3.3. You may not at any time provide access to the emmtrix Products via a web or network application, except as permitted in section 2 of this EULA.
- 3.4. You may not republish the Documentation that comes with the emmtrix Products, except as is necessary for the licensed use.
- 3.5. You may not purchase the licence with the express or sole purpose of passing this licence on to a Third Party, unless expressly permitted by emmtrix.
- 3.6. 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 emmtrix.
- 3.7. Third-Party Licenses. THE LICENSE RIGHTS GRANTED IN THIS EULA ARE TO THE LICENSED MATERIALS DEVELOPED SOLELY BY OR FOR EMMTRIX. YOU UNDERSTAND AND AGREE THAT THE LICENSED MATERIALS MAY 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 EMMTRIX'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 EMMTRIX, AND EMMTRIX'S

FOUNDERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, RESELLERS 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.

- 3.8. Indemnification for Specified Applications. In the event that You use the Licensed Materials in connection with one or more of the following applications You shall indemnify, defend and hold emmtrix 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 emmtrix was negligent regarding the design of the Licensed Materials: 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.
- 3.9. Compliance Certification. During the term of this Agreement emmtrix shall have the right to request that You provide within thirty (30) days of receipt of emmtrix's written request sufficient documentation to support, and certification of, use of the Licensed Materials in 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 emmtrix or its licensors. 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 herein to You. Inclusion of any Libraries within Licensed User Products in no way confers upon You any ownership or other rights in such Libraries, or in any derivative works thereof.

5. CONFIDENTIALITY

You acknowledge and agree that the Licensed Materials and all other information provided to You by emmtrix or its resellers and distributors 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 emmtrix and/or third parties. You agree that You shall make the Licensed Materials available only to Your employees or to consultants/independent contractors who are not working for any competitor of emmtrix and who have entered into a confidentiality agreement with You sufficient to protect emmtrix's Intellectual Property Rights in the Licensed Materials. You agree to use sufficient safeguards to ensure the confidentiality of emmtrix'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. EMMTRIX MAINTENANCE SERVICES

- 6.1. emmtrix and/or its resellers and distributors offer emmtrix Maintenance Services on a yearly, non-refundable basis or on an extended basis if specifically purchased by You. If You elect to purchase the emmtrix Maintenance Services

as part of Your initial license of Licensed Materials, at a later date, or through the renewal process (existing customers) such election shall be in accordance with the terms and conditions in this Section 6.

- 6.2. If You purchase Maintenance Services at any time, You agree to provide emmtrix and/or its applicable distributor or reseller with the following information: (a) current contact information which You agree to keep current if it changes during the term of this EULA; and (b) the period of time for which You are purchasing emmtrix Maintenance Services. Once You purchase Maintenance Services, Your access to such Services can be renewed on a yearly basis (or a longer term if You have negotiated that with emmtrix) if You make an affirmative election to do so. In the event that You elect not to renew the Maintenance Services Your access to Maintenance Services shall cease as of the expiration date.

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. Time-Limited Licenses may expire or be terminated without terminating other licenses granted to You herein. 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 emmtrix if You breach any material 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. LIMITED WARRANTIES AND DISCLAIMER

Subject to Section 9 as modified for Licensed Materials that are purchased in certain member states of the EU, emmtrix excludes all warranties only to the extent permitted by the law therein; liability for any breach of warranty is excluded except when due to emmtrix's gross negligence or intentional misconduct. A claim for damages arising from a defect in the Licensed Materials is only permissible if emmtrix fraudulently conceals such defect but in all cases subject to any statutory claims afforded to You by local law.

9. LIMITATION OF LIABILITY

emmtrix's statutory liability for damages shall be limited as follows: (a) In the case of intentional conduct or gross negligence by emmtrix its liability shall be unlimited for all resulting damage; (b) in the case of ordinary negligence emmtrix's liability shall be unlimited in the case of injury to life, limb or health; (c) emmtrix shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the license agreement in respect of damages caused by a slightly negligent breach of a

material contractual obligation; and (d) emmtrix shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation. The aforesaid limitation of liability shall not apply to any mandatory statutory liability, in particular, to liability under the German Product Liability Act, liability for assuming a specific guarantee or liability for culpably caused personal injuries. You are required to take all reasonable measures to avoid and reduce damages, in particular to make back-up copies of the licensed software and Your computer data subject to the provisions of this EULA.

10. EXPORT RESTRICTIONS

Depending upon the jurisdiction in which the Licensed Materials are licensed or Maintenance Services are used, 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 or use the emmtrix Maintenance Services 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 emmtrix is aware of the same at the time.

11. 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 emmtrix's prior written consent, and including whether such transfer or assignment is by operation of law, agreement of merger, sale of assets or otherwise. emmtrix may assign, transfer or delegate any of its rights or obligations hereunder to any affiliated or subsidiary company of emmtrix or any company acquiring all or substantially all of the assets of emmtrix Technologies GmbH.

12. GOVERNING LAW

This EULA shall be governed by the laws of Germany without reference to conflict of law 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 implements the relevant European Communities Council Directives.

13. GENERAL

13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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. The terms and conditions of this EULA may not be modified, deleted or superseded by terms and conditions in any other documents related to the applicable transaction, whether it be Your terms and conditions or any other documents supplied by You during the purchase process. You may not modify the terms of this EULA without emmtrix's mutual written consent.

13.6. Some Licensed Materials contain computer software that allows for the detection of unauthorized use and/or copying of such Licensed Materials and the reporting of the same to emmtrix. You understand and agree that in connection with any such reporting certain personal identifying information such as name and email address may be collected to allow emmtrix to protect the rights in its Licensed Materials.

EMMTRIX EULA

December, 2018