

RAPAT

User Agreement

1. Introduction

The terms and conditions contained in this RAPAT User Agreement apply to the license and support of the Astrimar product RAPAT. The licensee customer, by installing or by using the RAPAT Tool, agrees to these terms and conditions.

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- 7.2. Licensee will be responsible for paying all sales, use, service, excise, value added, consumption taxes, or other similar tax or government charges imposed on the licensing or use of the Tool or Technical Enhancements or Technical Support. If Licensee claims tax exempt status, Licensee will provide a copy of a valid exemption certificate. If Licensee is required to make any deduction or withholding for any non-refundable tax, duty or other charge imposed by a governmental entity, the fees due will be increased by the amount of such deduction or withholding.
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- 7.4. Overdue payments may be subject to interest at the maximum rate of interest allowed by applicable law.

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 - ii. It will not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the Licensor.
- 8.3. Monetary damages would not be a sufficient remedy for breach of this agreement and that, in addition to all other remedies, the Licensor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for such breach.

9. Warranty

- 9.1. The Licensor offers no express warranties, oral or written, to the Licensee regarding the tool and that the tool is being provided to the Licensee 'as is' without warranty of merchantability or fitness for a particular purpose. The Licensor does not warrant that the Tool will meet Licensee's requirements (whether or not they know, should have known or become aware), or that the Tool operation will be uninterrupted or error-free. The Licensor disclaims any and all other warranties, conditions or representations, express or implied, oral or written, including that the Tool is non-infringing. Remedy for infringement is provided for under the infringement section.

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- 10.1. If Licensee receives a notice or claim that its use of the Tool infringes registered intellectual property rights of a third party, Licensee will inform the Licensor as soon as it receives notice of the claim and will fully cooperate in the defence and mitigation of the claim. The Licensor will bear all costs in connection with the defence of the claim and for any settlement amounts finally awarded provided that Licensee gives prompt notice and the Licensor has sole control to defend and settle the claim. If the Tool becomes or, in the Licensor's opinion, may become the subject of any injunction preventing its use, the Licensor may, at its option:
- i. Obtain for Licensee the right to continue using the Tool,
 - or
 - ii. Replace or modify the Tool so that it becomes non-infringing without substantially compromising its principal functions.
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- 10.2. The Licensor will have no infringement liability with respect to any claim based upon use of the Tool not in accordance with this agreement, including in cases in which the Tool has been altered or modified by or on behalf of Licensee, or used in combination with hardware or software that caused the infringement or any actions or inaction of Licensee.

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- 11.1. The Tool is intended to support the development, qualification and delivery of new technologies and products. The Tool is not a substitute for sound professional engineering judgment, independent engineering analysis, independent qualification testing, or certification of a technology or product. The Licensor will not be liable in any manner for the results obtained through the use of the Tool, or the application or use of such results.
- 11.2. Application of the tool is intended to be used in the context of relevant regulations, codes and standards, the identification of which are the responsibility of the device/equipment developer/supplier. Due to the varying and detailed requirements across technologies, sectors and notified bodies, the use of the tool does not guarantee acceptance or certification of equipment. The Licensor accepts no responsibility or liability in relation to application of the tool including compliance with required regulations, codes and standards.

- 11.3. The Tool is not a substitute for sound professional engineering and commercial judgment and therefore, application of the Tool does not guarantee the safety or success of the technology or product.
- 11.4. In no event will the Licensor be liable for any Licensee consequential, indirect, special, punitive, or incidental damages, or any lost profits, lost savings, lost production, lost data, business interruption or cost of procuring substitute tools, software or services resulting from use of the Tool.

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- 12.1. Technical support, training, Tool customization, engineering analysis or consulting services will only be provided by Licensor to Licensees on payment of the appropriate fee by the Licensee.
- 12.2. Technical Enhancements to the Tool are provided free of charge as they become commercially available by the Licensor. It is the responsibility of the Licensee to check the RAPAT download portal regularly for updates to the Tool. Registered Users will be notified of updates to the Tool.
- 12.3. The Licensee may report problems, bugs or errors with the Tool and provide advice to the Licensor using the error reporting workbook available within the RAPAT Tool and by emailing this to RAPAT@astrimar.com. The Licensor provides no obligation to the Licensee to respond to or correct any of the reported problems, bugs or errors.
- 12.4. There will be no obligation to provide Technical Enhancements or Technical Support for the Tool if:
- i. The Tool has been altered or modified by the Licensee;
 - ii. The Licensee fails to implement the most recent available release of the Tool;
 - iii. Problems are due to a failure or error of the Licensee's machine or operating systems;
 - iv. Problems or errors are caused by use in combination with hardware not supported by the Tool;
 - v. Problems or errors are caused by use in combination with other software, including, but not limited to, user subroutines, applications, models or other customizations;
 - vi. The Tool is used other than in accordance with this agreement or applicable Tool Documentation;
 - vii. Problems are caused by Licensee's negligent acts or omissions.
- 12.5. Additional services beyond the scope of Technical Enhancements are subject to separate agreements and fees.

13. Jurisdiction

- 13.1. This agreement will be governed and interpreted by the laws of England without regard to conflicts of law principles, and Licensee agrees to the exclusive jurisdiction of the Courts of England.

14. Export

- 14.1. The Licensor's Tool is subject to the export and re-export regulations of the United Kingdom/European Union (U.K./E.U.). Licensee acknowledges that it is responsible to comply with all applicable import, export and re-export control and sanctions laws, regulations and orders, as they may be amended from time to time, including without limitation those of the U.K./E.U., and any jurisdictions in which Licensee is established and from which items are supplied. Under these laws, Licensee is responsible to not, and not permit its employees to, directly or

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- i. To any country, destination or person that is the subject of applicable sanctions or embargo imposed by the U.K./E.U. or the U.S. or pursuant to a resolution of the United Nations ("Sanctioned Destinations");
- ii. To persons designated by any relevant government as terrorists or any persons on the Bank of England Consolidated List, the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons or on the U.S. Commerce Department's Denied Parties and Entity Lists, or equivalent lists of the U.K./E.U. or other relevant jurisdictions; and
- iii. To not use, nor permit the use, sale, supply, transfer, export or re-export of any item, including the Tool or technology, provided by the Licensor where Licensee has been informed, is aware of, or has grounds for suspecting that such items will be used in connection with the design, development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or nuclear explosive devices, or the development, production, maintenance or storage of missiles capable of delivering such weapons, or for prohibited military end-uses.

14.2. There will be no obligation to support or transfer the Tool, including Technical Enhancements and Technical Support, if performing such Technical Enhancements and Technical Support or transfer of the Tool is in violation of applicable export regulations.

15. Miscellaneous

- 15.1. These terms and conditions are the full and complete statement of agreement for the use of the Tool or Technical Enhancements and supersede any previous or contemporaneous agreements, understandings or communications, whether written or oral, relating to the subject matter. No purchase order or other document or communications issued by Licensee, even if the purchase order or other document provides that it takes precedence or requires express acknowledgment, will be effective to contradict, modify, delete from or add to the terms and conditions contained herein. Any express written acknowledgment of a purchase order or other order document required by Licensee will be solely for the purpose of acknowledging its receipt for processing the order.
- 15.2. The unenforceability of any provision of this agreement will not affect the enforceability of any other provision.
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- 15.4. Licensor may assign this agreement to a company that succeeds to all or substantially all of its interests or assets. This agreement will be binding on and enure to the benefit of the successors, representatives, and permitted assigns of Licensee and Licensor.
- 15.5. The parties agree that this agreement be entered into in the English language. If this agreement is provided in any other language, it is for interpretation purposes only and the English language version will prevail.