# IBM IT Architect Assistant – Community Edition Software License Agreement

**IBM**

**BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, CLICKING ON AN "ACCEPT" BUTTON, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS AGREEMENT.  YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND YOUR COMPANY TO THESE TERMS.  IF YOU DO NOT AGREE TO THESE TERMS,**

- **DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, CLICK ON AN "ACCEPT" BUTTON, OR USE THE SOFTWARE; AND**
- **PROMPTLY RETURN OR DESTROY ALL COPIES OF THE SOFTWARE.**

This IBM IT Architect Assistant – Community Edition Software License Agreement and its Appendix (the "Agreement") governs your use of IBM IT Architect Assistant - Community Edition software and related materials ("Software") to evaluate its features and functions at no charge.

## 1.  License Grants

a.  Software is copyrighted and licensed (not sold). When IBM accepts an order, you are granted a nonexclusive and revocable license to: a) use the Software as described in this Agreement; b) make and install copies to support such use; and c) make a backup copy. Software may be downloaded to a single user's desktop, used by a single authorized employee within your Enterprise, and not to provide hosting or timesharing services to any third party. You may not sublicense, assign, or transfer the license for any Software. You are not granted unrestricted rights to use the Software.

b.  The license granted for the Software is subject to Client:

- reproducing copyright notices and other markings;
- ensuring anyone who uses the Software does so only for Client's authorized use and complies with the license;
- not reverse assembling, reverse compiling, translating, or reverse engineering the Software; and
- not using any of the elements of the Software or related licensed material separately from the Software.

## 2.  No Warranties

a.  Software is provided without warranties of any kind. This replaces all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. In the event statutory warranties cannot be excluded, such warranties are limited to the minimum period required by law.  This exclusion also applies IBM's program developers and suppliers. IBM does not provide support of any kind.

## 3.  Limitation of Liability

a.  IBM will not be liable for any direct, special, incidental, exemplary, indirect or economic consequential damages, lost profits, business, value, revenue, goodwill, or anticipated savings. These limitations apply collectively to IBM, its affiliates, contractors, and suppliers. IBM has no responsibility for claims based on items not provided by IBM.

## 4.  Governing Laws and Geographic Scope

a.  Each party is responsible for complying with: i) laws and regulations applicable to its business; and ii) import, export and economic sanction laws and regulations, including defense trade control regime of any jurisdiction, including the International Traffic in Arms Regulations and those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users.

b.  Both parties agree to the application of the laws of the country where the license is obtained to the Agreement, without regard to conflict of law principles. The rights and obligations of each party are valid only in the country where the transaction is performed or, if IBM agrees, the country where the Software is placed in productive use, except all licenses are valid as specifically granted. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force

and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement.

## 5. General

a. If a license is terminated for any reason by either party, you agree to promptly discontinue use of and destroy all copies of the Software. IBM may terminate this license if you fail to comply with the terms of this Agreement. You are responsible for the use of the Software.

b. IBM maintains a robust set of business conduct and related guidelines covering conflicts of interest, market abuse, anti-bribery and corruption, and fraud. IBM and its personnel comply with such policies and require contractors to have similar policies.

c. IBM, its affiliates, and contractors of either may, wherever they do business, store and otherwise process business contact information (BCI) of Client, its personnel, and authorized users, for example, name, business telephone, address, email, and user ID for business dealings with them. Where notice to or consent by the individuals is required for such processing, Client will notify and obtain such consent. The IBM Privacy Statement at https://www.ibm.com/privacy/ provides additional details with respect to BCI and Account Data described below.

d. License grants to Programs hereunder are provided by International Business Machines Corporation, a New York corporation ("IBM Corporation"). IBM is acting as a distributor and delivering Programs pursuant to the Agreement and is responsible for enforcing the license terms and fulfilling all obligations concerning such Programs and no right or cause of action hereunder is created in favor of Client against IBM Corporation. Client waives all claims and causes of action against IBM Corporation and agrees to look solely to IBM for any rights and remedies in connection with Programs.

e. This Agreement applies to you and IBM and their respective Enterprise companies. Enterprise companies include: i) companies within the same country that you or IBM control (by owning greater than 50% of the voting shares); and ii) any other entity that controls, is controlled by or is under common control as Client or IBM and has signed a participation agreement.

f. All notices under the Agreement must be in writing and sent to the business address specified for the Agreement, unless a party designates in writing a different address. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. The Agreement supersedes any course of dealing, discussions or representations between the parties.

g. No right or cause of action for any third party is created by the Agreement. Neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose. Neither party is responsible for failure to fulfill its obligations due to causes beyond its control. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations.

# Appendix A: Country-Specific Terms

In the country where the license is obtained, the following terms replace or modify the referenced terms.

## AMERICAS

### Section 3. Limitation of Liability

*Insert the following disclaimer at the end of paragraph a:*

**In Peru:** In accordance with Article 1328 of the Peruvian Civil Code this limitations and exclusions will not apply in the cases of willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

### Section 4. Governing Laws and Geographic Scope

*In paragraph b, replace the first sentence only with:*

**In Argentina:** Both parties agree to the application of the laws of the Republic of Argentina, without regard to the conflict of law principles. Any proceeding regarding the rights, duties, and obligations arising this Agreement will be brought in the Ordinary Commercial Court of the City of "Ciudad Autónoma de Buenos Aires".

**In Chile:** Both parties agree to the application of the laws of Chile, without regard to the conflict of law principles. Any conflict, interpretation or breach related to this Agreement that cannot be solved by the Parties should be remitted to the jurisdiction of the Ordinary Courts of the city and district of Santiago.

**In Colombia:** Both parties agree to the application of the laws of the Republic of Colombia, without regard to the conflict of law principles. All rights, duties and obligations are subject to the judges of the Republic of Colombia.

**In Ecuador**: Both parties agree to the application of the laws of the Republic of Ecuador, without regard to the conflict of law principles. Any dispute arising out or relating to this Agreement will be submitted to the civil judges of Quito and to the verbal summary proceeding.

**In Venezuela:** Both parties agree to the application of the laws of Venezuela, without regard to the conflict of law principles. The parties agree to submit any conflict related to this Agreement, existing between them to the Courts of the Metropolitan Area of the City of Caracas.

**In Peru:** Both parties agree to the application of the laws of Perú, without regard to the conflict of law principles. Any discrepancy that may arise between the parties in the execution, interpretation or compliance of this Agreement that may not be directly resolved shall be submitted to the Jurisdiction and Competence of the Judges and Tribunals of the 'Cercado de Lima' Judicial District".

**In Uruguay**: Both parties agree to the application of the laws of Uruguay. Any discrepancy that may arise between the parties in the execution, interpretation or compliance of this Agreement that may not be directly resolved shall be submitted to the Montevideo Courts ("Tribunales Ordinarios de Montevideo").

*In paragraph b, first sentence only, replace the phrase, "the country where the transaction is performed" with:*

**In United States, Anguilla, Antigua/Barbuda, Aruba, Bahamas, Barbados, Bermuda, Bonaire, British Virgin Islands, Cayman Islands, Curacao, Dominica, Grenada, Guyana, Jamaica, Montserrat, Saba, Saint Eustatius, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, Saint Vincent and the Grenadines, Suriname, Tortola, Trinidad and Tobago, Turk and Caicos:** the State of New York, United States.

**In Canada**: the Province of Ontario and the federal laws of Canada applicable therein.

*In paragraph b, second sentence, replace the phrase, "the country where the transaction is performed or, if IBM agrees, the country where the product is placed in productive use" with:*

**In Argentina:** Argentina

**In Chile:** Chile

**In Colombia:** Colombia

**In Ecuador:** Ecuador

**In Perú:** Perú

**In Uruguay:** Uruguay

**In Venezuela:** Venezuela

*Add the following sentences at the end of paragraph b:*

**In Brazil:** All disputes arising out of or related to this Agreement, including summary proceedings, will be brought before and subject to the exclusive jurisdiction of the Forum of the City of São Paulo, State of São Paulo, Brazil and the parties irrevocably agree with this specific jurisdiction renouncing any other, however privileged it may be.

**In Mexico:** The Parties agree to submit themselves to the exclusive jurisdiction of the courts of Mexico City to resolve any dispute arising from this Agreement. The Parties waive to any other jurisdiction that may correspond to them due to their current or future domiciles, or for any other reason.


**Section 5. General**

*In paragraph f:*

**In Mexico:** Any change of address must be notified 10 (ten) days in advance, otherwise the notifications made at the last indicated address will have full legal effects.

*In paragraph g, delete the 2nd sentence:*

**In Brazil:** Neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose.

*Add as a new paragraph to this section:*

**In Canada:** Both parties agree to write this document in English. Les parties ont convenu de rédiger le présent document en langue anglaise.


# ASIA PACIFIC

**Section 2. No Warranties**

*Add at the end of this section, add a new sentence:*

**In Australia:** These warranties are in addition to any rights under, and only limited to the extent permitted by, the Competition and Consumer Act 2010.

**In New Zealand:** These warranties are in addition to any rights under the Consumer Guarantee Act 1993 or other legislation that cannot be limited by law.


**Section 3. Limitation of Liability**

*In paragraph a, add at the end of the first sentence the following:*

**In Australia:** (for example, whether based in contract, tort, negligence, under statute or otherwise)

*In paragraph a, second sentence after the word "special" and before the word "incidental," add the following:*

**In Philippines:** (including nominal damages), moral,

*Add as a new paragraph after the end of paragraph a:*

**In Australia:** Where IBM is in breach of a guarantee implied by the Competition and Consumer Act 2010, IBM's liability is limited to (a) for services, the supplying of services again or the payment of the cost of having the services supplied again; and (b) for goods, the repair or replacement of goods or the supply of equivalent goods, or the payment of the cost of replacing the goods or having the good repaired. Where a guarantee relates to the right to sell, quiet possession, or clear title of a good under schedule 2 of the Competition and Consumer Act, then none of these limitations apply.


**Section 4. Governing Laws and Geographic Scope**

*In paragraph b, in the first sentence only, replace the phrase, "the country where the transaction is performed " with:*

**In Cambodia, Laos:** the State of New York, United States

**In Australia:** the State or Territory in which the transaction is performed

**In Hong Kong:** Hong Kong S.A.R. of the PRC

**In Macau:** Macau S.A.R. of the PRC

**In Korea:** the Republic of Korea, and subject to the Seoul Central District Court of the Republic of Korea

**In Taiwan:** Taiwan

**In India:** India

*In paragraph b, in the second sentence, replace the phrase "the country where the transaction is performed or, if IBM agrees, the country where the product is placed in productive use" with:*

**In Hong Kong:** Hong Kong S.A.R. of the PRC

**In Macau:** Macau S.A.R. of the PRC

**In Taiwan:** Taiwan

*Add at the end of the section as a new paragraph c:*

**In Cambodia, Laos, Philippines, Sri Lanka:** Disputes will be finally settled by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Center ("SIAC Rules").

**In India:** Disputes shall be finally settled in accordance with The Arbitration and Conciliation Act, 1996 then in effect, in English, with seat in Bangalore, India. There shall be one arbitrator if the amount in dispute is less than or equal to Indian Rupee five crores and three arbitrators if the amount is more. When an arbitrator is replaced, proceedings shall continue from the stage they were at when the vacancy occurred.

**In Indonesia:** Disputes will be finally settled by arbitration in Jakarta, Indonesia, under the rules of the Board of the Indonesian National Board of Arbitration (Badan Arbitrase Nasional Indonesia or "BANI").

**In Malaysia:** Disputes will be finally settled by arbitration in Kuala Lumpur, under the Arbitration Rules of the Kuala Lumpur Regional Centre for Arbitration ("KLRCA Rules").

**In People's Republic of China:** Either party has the right to submit the dispute to the China International Economic and Trade Arbitration Commission in Beijing, the PRC, for arbitration.

**In Vietnam:** Disputes will be finally settled by arbitration in Vietnam under the Arbitration Rules of the Vietnam International Arbitration Centre ("VIAC Rules").


**Section 5. General**

*Add at the end of paragraph a:*

**In Indonesia:** The parties waive article 1266 of the Indonesian Civil Code to the extent it requires a court decree for any such termination.

*In paragraph c, insert into the first sentence after "store"*

**In India:** , transfer,

*In paragraph e, replace the phrase "the same country" with:*

**In Hong Kong:** Hong Kong S.A.R. of the PRC

**In Macau:** Macau S.A.R. of the PRC

**In Taiwan:** Taiwan

*In paragraph m, in the second sentence, replace the phrase "two years" with:*

**In India:** three years

*Add to the end of this section the following new paragraph:*

**In Indonesia:** This agreement is made in the English and Indonesian languages. The English version will prevail if there are any interpretation differences as permitted by law.


# EMEA

**Section 3. Limitation of Liability**

*In paragraph a, in the first sentence, replace the phrase "direct damages you incur" with:*

**In Spain:** and proven damages you incur as a direct consequence of the IBM default

*In paragraph a, insert after the first sentence the following new sentence:*

**In Slovakia:** Referring to § 379 of the Commercial Code, Act No. 513/1991 Coll. as amended, and concerning all conditions related to the conclusion of the Agreement, both parties state that the total foreseeable damage, which may accrue, shall not exceed the amount above, and it is the maximum for which IBM is responsible.

*In paragraph a, insert before the second sentence the following new sentence:*

**In Russia:** IBM will not be liable for the forgone benefit.

*In paragraph a, in the second sentence, delete the word:*

**In Ireland and UK:** economic

*In paragraph a, replace the second sentence with:*

**In Belgium, Netherlands, and Luxembourg:** IBM will not be liable for indirect or consequential damages, lost profits, business, value, revenue, goodwill, damage to reputation or anticipated savings, any third party claim against Client, and loss of (or damage to) data.

**In France:** IBM will not be liable for damages to reputation, indirect damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.

**In Portugal:** IBM will not be liable for indirect damages, including loss of profit.

**In Spain:** IBM will not be liable for damage to reputation, lost profits, business, value, revenue, goodwill, or anticipated savings.

*Add the following at the end of paragraph a:*

**In France:** The terms of the Agreement, including financial terms, were established in consideration of the present clause, which is an integral part of the general economy of the Agreement.


**Section 4. Governing Laws and Geographic Scope**

*In paragraph, first sentence only, replace the phrase "the country where the transaction is performed" with:*

**Only for offshore agreements: In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Romania, Russia, Serbia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan:** Austria

**Only for offshore agreements: In Estonia, Latvia, and Lithuania:** Finland

**In Algeria, Andorra, Benin, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna:** France

**In Angola, Bahrain, Botswana, Egypt, Eritrea, Ethiopia, Gambia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, West Bank/Gaza, Yemen, Zambia, and Zimbabwe:** England

**In Liechtenstein:** Switzerland

**In South Africa, Namibia, Lesotho and Swaziland:** the Republic of South Africa

**In the United Kingdom:** England

*In paragraph b, add the following at the end of the first sentence:*

**In France:** The Parties agree that articles 1222 and 1223 of the French Civil Code are not applicable.

*Add the following at the end of paragraph b:*

**Only for offshore agreements: In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Kazakhstan, Kosovo, Kyrgyzstan, Moldova, Montenegro, Romania, Russia, Serbia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan:** All disputes arising out of this Agreement shall be finally settled by the International Arbitral Centre of the Austrian Federal Economic Chamber (Arbitration Body), under the Rules of Arbitration of that Arbitral Centre (Vienna Rules), in Vienna, Austria, with English as the official language, by three impartial arbitrators appointed in accordance with the Vienna Rules. Each party will nominate one arbitrator, who will jointly appoint an independent chairman within 30 days or else the chairman will be appointed by the Arbitration Body under the Vienna Rules. The arbitrators will have no authority to award injunctive relief or damages excluded by or exceeding limits in this Agreement.

Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (1) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, or (2) determining the validity or ownership of any copyright, patent or trademark owned or asserted by a party or its Enterprise company, or (3) debt collection in amounts below USD 500.000,00.

**Only for offshore agreements: In Estonia, Latvia, and Lithuania:** All disputes arising out of this Agreement shall be finally settled by the Arbitration Institute of the Finland Chamber of Commerce (FAI) (Arbitration Body), under the Arbitration Rules of the Finland Chamber of Commerce (Rules), in Helsinki, Finland, with English as the official language, by three impartial arbitrators appointed in accordance with those Rules. Each party will nominate one arbitrator, who will jointly appoint an independent chairman within 30 days or else the chairman will be appointed by the Arbitration Body under the Rules. The arbitrators will have no authority to award injunctive relief or damages excluded by or exceeding limits in this Agreement. Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (1) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, or (2) determining the validity or ownership of any copyright, patent or trademark owned or asserted by a party or its Enterprise company, or (3) debt collection in amounts below USD 500.000,00.

**Only for onshore agreements: In Russia:** All disputes will be settled by the Arbitrazh Court of Moscow.

In Afghanistan, Angola, Bahrain, Botswana, Burundi, Cape Verde, Djibouti, Egypt, Eritrea, Ethiopia, Gambia, Ghana, Iraq, Jordan, Kenya, Kuwait, Lebanon, Liberia, Libya, Madagascar, Malawi,, Mozambique, Nigeria, Oman, Pakistan, Palestinian Territory, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Seychelles, Sierra Leone, Somalia, South Sudan, Tanzania, Uganda, United Arab Emirates, Western Sahara, Yemen, Zambia, and Zimbabwe: All disputes arising out of this Agreement shall be finally settled by the London Court of International Arbitration (LCIA) (Arbitration Body), under the LCIA Arbitration Rules (the Rules), in London, UK, with English as the official language, by three impartial arbitrators appointed in accordance with the Rules. Each party will nominate one arbitrator, who will jointly appoint an independent chairman within 30 days or else the chairman will be appointed by the Arbitration Body under the Rules. The arbitrators will have no authority to award injunctive relief or damages excluded by or exceeding limits in this Agreement. Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (1) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, or (2) determining the validity or ownership of any copyright, patent or trademark owned or asserted by a party or its Enterprise company, or (3) debt collection in amounts below USD 500.000,00.

**In Algeria, Benin, Burkina Faso, Cameroon, Central African Republic, Chad, Congo Republic, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Guinea, Guinea-Bissau, Ivory Coast, Mali, Mauritania, Mauritius, Morocco, Niger, Senegal, Togo, and Tunisia:** All disputes arising out of this Agreement shall be finally settled by the ICC International Court of Arbitration, in Paris (Arbitration Body), under its arbitration rules (the Rules), in Paris, France, with French as the official language, by three impartial arbitrators appointed in accordance with the Rules. Each party will nominate one arbitrator, who will jointly appoint an independent chairman within 30 days or else the chairman will be appointed by the Arbitration Body under the Rules. The arbitrators will have no authority to award injunctive relief or damages excluded by or exceeding limits in this Agreement. Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (1) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, or (2) determining the validity or ownership of any copyright, patent or trademark owned or asserted by a party or its Enterprise company, or (3) debt collection in amounts below USD 250.000,00.

**In South Africa, Namibia, Lesotho, and Swaziland:** All disputes arising out of this Agreement shall be finally settled by the Arbitration Foundation of Southern Africa (AFSA) (Arbitration Body), under the Rules of the Arbitration of the AFSA (the Rules), in Johannesburg, South Africa, with English as the official language, by three impartial arbitrators appointed in accordance with the Rules. Each party will nominate one arbitrator, who will jointly appoint an independent chairman within 30 days or else the chairman will be appointed by the Arbitration Body under the Rules. The arbitrators will have no authority to award injunctive relief or damages excluded by or exceeding limits in this Agreement. Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (1) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, or (2) determining the validity or ownership of any copyright, patent or trademark owned or asserted by a party or its Enterprise company, or (3) debt collection in amounts below USD 250.000,00.

**In Andorra, Austria, Cyprus, France, Greece, Israel, Italy, Portugal, Spain, Switzerland, and Turkey:** All disputes will be brought before and subject to the exclusive jurisdiction of the following court of competent jurisdiction:

**In Andorra:** the Commercial Court of Paris;

**In Austria:** the court of Vienna, Austria (Inner City);

**In Cyprus:** the competent court of Nicosia;

**In France:** Commercial Court of Paris;

**In Germany:** the courts of Stuttgart;

**In Greece:** the competent court of Athens;

**In Israel:** the courts of Tel Aviv Jaffa;

**In Italy:** the courts of Milan;

**In Portugal:** the courts of Lisbon;

**In Spain:** the courts of Madrid;

**In Switzerland:** the commercial court of the canton of Zurich;

**In Turkey:** the Istanbul Central (Çağlayan) Courts and Execution Directorates of Istanbul, the Republic of Turkey.

**Section 5. General**

*In paragraph c, replace the first sentence with the following:*

**In Switzerland and Austria:** IBM and its affiliates, and their subcontractors, may process and store information about the Client and business contact information of Client personnel in connection with the performance of this Agreement wherever they do business.

*In paragraph c, insert the following after the first sentence*

**In Spain:** IBM will comply with requests to access, update or delete contact information if submitted to the following address: IBM, c/ Santa Hortensia 26-28, 28002 Madrid, Departamento de Privacidad de Datos.

*In paragraph g, add to the end the paragraph:*

**In Czech Republic:** Pursuant to Section 1801 of Act No. 89/2012 Coll. (the "Civil Code"), Section 1799 and Section 1800 of the Civil Code as amended, do not apply to transactions under this Agreement. Client accepts the risk of a change of circumstances under Section 1765 of the Civil Code.

*In paragraph g, delete the 2nd sentence that says:*

**In Bulgaria, Croatia, Russia, Serbia, and Slovenia:** Neither party will bring a legal action arising out of or related to this Agreement more than two years after the cause of action arose.

*In paragraph g, add to the end of the second sentence:*

**In Lithuania:** , except as provided by law

*In paragraph g, replace the second sentence with:*

**In Poland:** Neither party will bring a legal action arising out of or related to this Agreement more than three years after the cause of action arose, except for an action of non-payment which will be brought no more than 2 years after payment is due.

*In paragraph g, second sentence, replace the word "two" with:*

**In Latvia and Ukraine:** three

**In Slovakia:** four

*In paragraph g, add to the end of the third sentence that says: "Neither party is responsible for failure to fulfill its obligations due to causes beyond its control":*

**In Russia:** , including but not limited to earthquakes, floods, fires, acts of God, strikes (excluding strikes of the parties' employees), acts of war, military actions, embargoes, blockades, international or governmental sanctions, and acts of authorities of the applicable jurisdiction.

*In paragraph g, third sentence, modify the sentence: "Neither party is responsible for failure to fulfill its obligations due to causes beyond its control" as follows:*

**In Ukraine:** Neither party is responsible for failure to fulfill its non-monetary obligations due to causes or regulatory changes beyond its control, including but not limited to import, export and economic sanctions requirements of the United States.

*Add the following at the end of the section as new paragraph:*

**In Hungary:** By entering into this Agreement, you confirm that you were sufficiently informed of all the provisions of this Agreement and had the opportunity to negotiate those terms. The following provisions may significantly deviate from the provisions generally applied by Hungarian law and both parties accept those provisions by signing the Agreement: License Grants; No Warranties; Limitation of Liability; Governing Laws and Geographic Scope, and General.

**In Czech Republic:** You expressly accept the terms of this Agreement which include the following important commercial terms: i) limitation and disclaimer of liability for defects (No Warranties); ii) limitation of you entitlement to damages (Limitation of Liability); iii) binding nature of export and import regulations (Governing Laws and Geographic Scope); iv) shorter limitation periods (General); v) exclusion of applicability of provisions on adhesion contracts (General); and vi) acceptance of the risk of a change of circumstances (General).

**In Romania:** You expressly accept, the following standard clauses that may be deemed 'unusual clauses' as per the provisions of article 1203 Romanian Civil Code: clauses 2, 3, and 5 g). The Client hereby acknowledges that it was sufficiently informed of all the provisions of this Agreement, including the clauses mentioned above, it properly analyzed and understood such provisions and had the opportunity to negotiate the terms of each clause.