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- (2) If User desires to use the Software on a commercial basis, the User must separately request or purchase a commercial-use license from CADES. CADES grants free commercial-use license to small and medium-sized enterprises solely focusing on engineering design.

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- (2) Make derivative works of the source code snippets provided with the Software, and to operate and distribute such derivative works, but only when combined with **CADES SOFTWARE TOOLS**.

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- (2) Causing or permitting the reverse engineering, decompiling, disassembly, or translation of the Software to discover the source code or create a functional equivalent; or
- (3) Evaluating or using, or facilitating the evaluation or use, of the Software for the purpose of competing with **CADES**.

CADES reserve all rights not expressly granted.

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- (1) CADES has no obligation to support the Users for finishing their engineering design tasks.
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- (1) Users should provide their true names and affiliations in registration.
- (2) Users should acknowledge the use of **CADES SOFTWARE TOOLS** in all product related documents if the product design process is assisted by **CADES SOFTWARE TOOLS**.
- (3) Users agree to provide feedback for **CADES SOFTWARE TOOLS**.
- (4) For researchers who use **CADES SOFTWARE TOOLS**, the indicated papers from the CADES website should be cited in their papers.
- (5) For researchers who receive technical support from **CADES**, the corresponding CADES staffs should be co-authors of their papers.
- (6) Users agree CADES to disclose their use of **CADES SOFTWARE TOOLS** by disclosing them as Users and use the photos of their products.

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(2) Mutual Confidentiality

Recipient may not disclose Confidential Information of Discloser to any third party or use the Confidential Information in violation of this Agreement.

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- (a) any and all information relating to products or services provided by a Discloser, software code, flow charts, techniques, specifications, development and marketing plans, strategies, and forecasts;
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7. DISCLAIMER OF WARRANTIES

THE SOFTWARE IS PROVIDED AS-IS. **CADES** DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USER UNDERSTANDS THAT THE SOFTWARE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

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Either party may terminate this agreement immediately upon a material breach of the other party. Upon termination of this agreement, User must discontinue using the Software, de-install and destroy or return the Software and all copies, within VERY SHORT PERIODE OF TIME THAT MUST NOT EXCEED 5 DAYS. Upon **CADES'** request, User will provide written certification of such compliance.

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THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE UNITED KINGDOM OF BRITAN, EXCLUDING CHOICE OF LAW RULES.

11. OTHER TERMS

a. Entire Agreement.

This document contains the entire Agreement relating to this subject matter and supersedes all prior or contemporaneous agreements, written or oral, between the parties. Any terms or conditions appearing on any purchase order issued by User that add to or conflict with this Agreement will not be effective unless an authorized representative of **CADES** specifically agrees to them in writing. This Agreement may not be modified except by written document signed by an authorized representative of each party. The terms of this Agreement, including without limitation, the licensing and assignment provisions shall be binding upon User's heirs, successors in interest and assigns. The provisions of this section shall survive the termination or expiration of this Agreement.

b. Assignment, Transfer and Relocation

User may not relocate, sublicense, assign or otherwise transfer this Agreement, or the licenses, rights and duties under it, whether by operation of law or otherwise ("attempted transfer") without **CADES's** prior written consent. Any attempted transfer without **CADES's** prior written consent shall be a material breach of this Agreement.

c. Independent Contractors

The parties are independent contractors with respect to each other.

d. Enforceability

If any term of this Agreement is invalid or unenforceable, the other terms remain in effect.

e. Survival of Terms and Force Majeure

All terms that by their nature survive termination or expiration of this Agreement, will survive. Neither party is liable for force majeure events.

f. Audit

User shall keep all necessary accounting records for purposes of determining compliance with its obligations under this Agreement. **CADES** or its representative shall have the right to audit, by prior appointment, during normal business hours and not more frequently than once per year, User's relevant records and accounts that may contain information regarding User's exercise of its rights and the performance of its obligations under this Agreement. Any information so revealed to **CADES** shall be kept in confidence and used solely for the purpose of verifying User's compliance with this Agreement. The rights and obligations of this section shall survive the expiration or termination of this Agreement.

g. Export Compliance

Portions of the Software contain encryption technology. User must comply with all applicable export control laws of the United Kingdom, foreign jurisdictions and other applicable laws and regulations. Specifically, User covenants that it shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Software (including products derived from or based on such technology) to any other person, entity or destination prohibited by the laws or regulations of the United Kingdom, without obtaining prior authorization from the applicable government authority.

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