

## END-USER LICENSE AGREEMENTS FOR SPEEDGOAT AND QNX SOFTWARE

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11. TERM: You shall have the right to use the SPEEDGOAT Software indefinitely, subject to the provisions of this SPEEDGOAT EULA. You understand and agree that the Maintenance Service for the SPEEDGOAT Software will terminate automatically upon expiration of the Initial Maintenance Period included with the purchase of the SPEEDGOAT Software. Thereafter, the Maintenance Service term may be renewed at the then current price and for the then-applicable term, as long as SPEEDGOAT offers such Maintenance Service, in accordance with the provisions of this SPEEDGOAT EULA.

12. ASSIGNMENT: You may not assign this SPEEDGOAT EULA without the written consent of SPEEDGOAT.

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15. GOVERNING LAW; JURISDICTION. This Agreement shall be deemed to have been made in Liebfeld and is governed by, and construed and enforced in accordance with, the laws of the Canton of Berne, Switzerland, and the federal laws applicable therein. Licensee and SPEEDGOAT attorn to the non-exclusive venue and jurisdiction of the Courts of the Canton of Berne in respect of any matter or dispute arising from this Agreement and its subject matter. The parties agree that a final judgment in any such matter or dispute shall be conclusive and binding and may be enforced in any other jurisdiction. To the extent any governing law, treaty, or regulation is in conflict with this Agreement, the conflicting terms of this Agreement shall be superseded only to the extent necessary by such law, treaty, or regulation. If any provision of this Agreement shall be otherwise unlawful, void, or otherwise unenforceable, that provision shall be enforced to the maximum extent permissible. In either case, the remainder of this Agreement shall not be affected. The parties agree that the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

16. HEADINGS. The inclusion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

17. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties with regard to the QNX Materials and may not be modified or amended except by written instrument, executed by authorized representatives of SPEEDGOAT and Licensee.