

ALTIUM SUBSCRIPTION AGREEMENT

1. INTRODUCTION

This Altium Subscription Agreement is between you and Altium Limited or one of its affiliates (in either case, "Altium").

When we say "you", we mean either you the individual, or as a representative of the company you work for. We're happy with either.

In accepting our quote, or in accepting this agreement electronically, you obviously agree to be bound by the terms in it. If you're not happy with these terms, please don't accept our quote or this agreement or make use of any of the benefits of either. We will understand.

2. TERM/PRODUCT DELIVERIES

We will honor this agreement from the date you accept it or our quote, whichever is first, for either a 1 year period or for any other period that we've both agreed to in the quote. There's more on this in Section 4 below – take a look.

Having agreed to work together, we promise to provide you (or your company) with all the major revisions, product upgrades, product fixes and/or product enhancements we release for the software you have licensed from us during the period we've agreed to.

We'd also like to make things easy for you at renewal time. If you agree (see section 8) we will, when the time comes, renew this agreement with you, on the same terms and for the same period, unless our standard terms have changed in the mean time, in which case the renewal would be on such revised terms. We'll even collect the money from you, and will do so within 30 days after the start of the renewal term. Thank you in advance for having this trust in us and our software. If you don't want to renew in this way, let us know at least 30 days ahead of time, and we won't renew.

3. ELIGIBILITY FOR ALTIUM SUBSCRIPTION

We have to be clear about what this agreement specifically covers: it provides the Altium Subscription services for the software listed in a quote that we've prepared for you.

By the way, one advantage of keeping up-to-date on Altium Subscription services is that you only pay the annual subscription or renewal. If for some reason your membership does lapse, you can re-join for a joining fee, which comes in addition to the annual fee. It really is a much better deal simply to renew each year, we promise.

4. OUR ALTIUM SUBSCRIPTION RESPONSIBILITIES

Here's what we'll do for you:

We will provide the following as part of Altium Subscription: product releases, updates and upgrades, product fixes and product enhancements available during the term of this Agreement for the software listed in your quote.

We'll also provide improvements to software reference information made generally available during the term of this Agreement.

We'll let you know the moment new software is available for you (i.e. as soon as we release it). What's more, we'll deliver it to you (or make it available for you to download – your choice) the moment it's ready.

Should we withdraw software from further development so that no further releases are provided, we'll only do this after we've given you ninety (90) days' notice of this. Seems only fair.

These responsibilities are the limit of what we will offer. (Sorry about the legal tone here.)

5. YOUR ALTIUM SUBSCRIPTION RESPONSIBILITIES

Here's what you promise, in turn, to do for us.

You acknowledge that all the software that we provide as part of this agreement is subject to the terms and conditions of both this agreement and of Altium's End-User License Agreement (EULA) in effect at the time

you obtained the software. The EULA can be found on our website www.altium.com/eula

When we provide you with this software, we grant you the license numbers listed in the quote that we've prepared for you and you understand and agree that these are for you, and that you won't transfer, assign, rent or in any other way try to exploit them commercially. And if you ever want to do any of these things, you will let us know first so that we can properly consider your request.

If you need to move your address, you'll let us know within thirty (30) days of moving.

6. PAYMENT

Payment is due within 30 days of our invoice and is non-refundable. Please pay on time – we really appreciate this. Thank you (again) in advance.

Our prices don't include any local or other sales tax.

7. LIMITATION OF LIABILITY AND WARRANTY EXCLUSIONS

This is where things get really legal in tone. There's probably not much we can do about this, so, here goes.

Except for the express warranties stated herein, Altium disclaims all warranties, including all implied warranties of merchantability and fitness for a particular purpose. The software provided hereunder is provided "AS IS." Altium will not be liable in any event for any damages, even if advised of the possibility of such damages, associated with your use of the software provided under this agreement. The limitation of Altium's liability will apply regardless of the form of action, whether one based in contract, tort or otherwise. Any action against Altium must be brought within eighteen (18) months after the cause of action accrues. In no event shall Altium, or its suppliers, be liable for any indirect, special, exemplary, punitive, incidental or consequential damages, even if advised of the possibility of such damages or for claims by third parties. Notwithstanding the foregoing, in no event shall Altium's liability exceed the amounts paid to Altium by you under the terms of this agreement.

8. RENEWAL AND TERMINATION

(We referred to this section earlier. Here it is.)

Where permitted, renewal of this agreement shall be automatic after the end of the initial contracted period for an equal contracted period. In the event that you wish to terminate Altium Subscription at the end of an initial or continuation term, you must provide written notice to us no later than thirty (30) days prior to the expiry date. If this doesn't happen, we shall invoice you for the renewal, and you will then pay us.

This agreement may also be terminated prior to expiration for cause, provided that the non-breaching party has sent written notice of said breach, and the breaching party has failed to cure the breach within thirty (30) days thereof. This agreement may also be terminated by mutual written consent at any time.

9. GENERAL

This agreement is the complete and entire agreement between you and us. It covers the points and commitments contained in it. It supersedes any and all other understandings, oral or written or by conduct, related to this subject matter. This agreement may be amended in writing only if such amendment is signed by authorized representatives of both companies. If one part of this agreement cannot be enforced, the remaining terms and conditions shall, to the extent permissible, remain in full force and effect. You may not assign this agreement without Altium's prior written consent. This agreement is governed by the laws of the State of California, United States of America, without regard to any conflict of law principles or decisions. The parties submit to the exclusive jurisdiction and venue of the state and federal courts of the Northern District of California in connection with any dispute rising out of or in any way related to this agreement, the software or the EULA.