



ALTium MASTER SERVICES AGREEMENT

ALTium LLC

October 2, 2025

THIS ALTIUM MASTER SERVICES AGREEMENT (ALONG WITH ITS EXHIBITS, THIS "MSA") IS ENTERED INTO BETWEEN ALTIUM LLC ("ALTIUM") AND YOU (EACH A "PARTY", TOGETHER THE "PARTIES"). "YOU" REFERS TO THE ENTITY ON BEHALF OF WHICH THIS MSA IS ACCEPTED OR, IF THAT DOES NOT APPLY, THE INDIVIDUAL ACCEPTING THIS MSA. THIS MSA, ANY ALTIUM ORDERING DOCUMENT, STATEMENT OF WORK, OR ONLINE ORDER SPECIFYING THE PRODUCTS AND SERVICES OF ALTIUM OR ITS AFFILIATES TO BE PROVIDED UNDER THIS MSA AND ACCEPTED BY ALTIUM OR ITS AFFILIATE IN ACCORDANCE WITH SECTION 13.1 ("ORDERING DOCUMENT"), AND ANY DOCUMENTS OR TERMS INCORPORATED BY REFERENCE IN THIS MSA OR ANY ORDERING DOCUMENTS, ARE TOGETHER, THE "AGREEMENT".

BY CLICKING "ACCEPT" OR SUCH SIMILAR DESIGNATION OR OTHERWISE AGREEING TO THIS MSA, ANY ORDERING DOCUMENT, OR BY USING ANY ALTIUM PRODUCT, THE INDIVIDUAL DOING SO AGREES TO THE AGREEMENT ON BEHALF OF YOU AND REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO BIND YOU TO THE AGREEMENT. YOU AGREE TO BE BOUND BY THE AGREEMENT. YOU MAY ONLY USE THE ALTIUM PRODUCTS IF YOU AGREE TO ALL THE TERMS OF THE AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IF YOU ARE CONSIDERED TO BE A "CONSUMER" IN YOUR JURISDICTION, YOU MAY NOT USE THE ALTIUM PRODUCTS UNDER THE TERMS OF THE AGREEMENT AND ALTIUM IS NOT ENTERING INTO THE AGREEMENT WITH YOU.

1. DEFINITIONS

Capitalized terms used in this MSA have the meanings set forth in Exhibit 1 (Definitions) or as otherwise defined in the Agreement.

2. RIGHTS TO USE

- 2.1. Provision of the Altium Cloud Services. If Your Ordering Document includes Altium Cloud Services (including as part of any Altium product offering or bundle), then, subject to Your compliance with the Agreement, including payment of all applicable Fees, Altium will give You and Your Authorized Users access to such Altium Cloud Services set forth in Your applicable Ordering Document during the applicable term set forth in such Ordering Document. You may solely and will ensure that Your Authorized Users solely use such Altium Cloud Services for Your internal business purposes, and solely in compliance with the Agreement and the Documentation ("Permitted Purpose"). Your right to access and use the Altium Cloud Services is non-exclusive and non-transferable.
- 2.2. Limited License to the Altium On-Premise and Altium Desktop Software. If Your Ordering Document includes Altium On-Premise Software or Altium Desktop Software (including as part of any Altium product offering or bundle), then, subject to Your compliance with the Agreement, including payment of all applicable Fees, Altium hereby grants You a limited, non-exclusive, non-transferable, and non-sublicensable license to install and use such Altium On-Premise Software or Altium Desktop Software set forth in Your applicable Ordering Document during the applicable term set forth in such Ordering Document solely for the Permitted Purpose. The Altium On-Premise Software and Altium Desktop Software are licensed to You and not sold. Unless otherwise agreed by the Parties, You will be solely responsible for the installation and implementation of such Altium On-Premise Software and Altium Desktop Software
- 2.3. Mobile Applications. Some or all of the Altium Products may be made available to You via a mobile application. You are responsible for Your download and use of such mobile application. Any such Altium Products made available via a mobile application will be subject to all of the terms and conditions of the Agreement.
- 2.4. Product-Specific Terms. You acknowledge and agree that the specific Altium Product features and functionalities and related support and services provided to You in connection with the Agreement and the license or usage rights granted to You pursuant to the Agreement (including any restrictions relating to Your use of the Altium Products) will be subject to the license type and subscription plan level set forth in Your Ordering Document as governed by the applicable terms and definitions set forth in this Section and made available at <https://www.altium.com> as updated by Altium from time to time ("**Product-Specific Terms**"). The Product-Specific Terms are incorporated into the Agreement and apply only to the Altium Products for which You have purchased, licensed or subscribed. Altium Products being referenced in the Product-Specific Terms do not imply that You have purchased, licensed or subscribed to such Altium Products unless You have purchased, licensed or subscribed to it in an Ordering Document. You will only receive such features, functionalities and related support and services that correspond to the relevant license type or subscription plan level (as applicable) that you have purchased in an Ordering Document and as described in the Product-Specific Terms. If included in Your Ordering Document, the following geographic, user-based, or time-based or other limitations shall apply to Your use of the relevant Altium Products:
 - 2.4.1. If Your Ordering Document includes a "**Perpetual License**" or "**Perpetual License Rights**": (a) Your right to use (i.e. your license to) the applicable Altium Product is indefinite, but subject to the applicable geographic scope granted under Regional License Rights, or Global License Rights (as each of the terms are defined in Exhibit 1) as set forth in the Ordering Document and subject to Your compliance with the Agreement, including the granted license scope and other restrictions and conditions set forth in the Agreement. Any use of an Altium Product outside of the applicable geographic scope will be deemed a material breach of the Agreement and may result in the termination of Your Perpetual License, without limiting any other remedies available to Altium, (b) the Perpetual License does not include any Updates, support services or other services (sometimes referred to as "**subscriptions**") except as explicitly set forth in the Ordering Document, (c) any Updates, support services or other services with respect to the relevant Altium Product shall be time-limited, as set forth in the Ordering Document. Altium does not offer "**perpetual subscriptions**" or similar offerings in conjunction with any new purchases of Perpetual Licenses;

- 2.4.2. If Your Ordering Document includes a **“Time-Based License”** or **“TBL”** that does not explicitly include an **“Auto-Renewal”**, Your right to use the applicable Altium Product automatically expires at the end of the term of the license set forth in the Ordering Document. Time-Based Licenses and TBLs are term-based licenses granting the right to use the applicable Altium Products for a fixed, predetermined period as specified in the Ordering Document. The Time-Based License does not include support services or other services (sometimes referred to as **“subscriptions”**) except as explicitly set forth in the Ordering Document and for the time period specified in the Ordering Document;
- 2.4.3. If Your Ordering Document includes a Time-Based License (TBL) that explicitly includes an **“Auto-Renewal”**, then, upon expiration of the term set forth in the Ordering Document, the applicable Time-Based License (TBL) will automatically renew for an additional term of the duration set forth in the Ordering Document unless either Party provides written notice of non-renewal at least 90 days prior to the renewal date. Any such renewal shall be subject to Altium's then-current pricing and terms, unless otherwise specified in the applicable Ordering Document. Altium will provide notice of any pricing adjustments or modifications to the renewal terms prior to the renewal date. If Auto-Renewal applies, You authorize Altium to charge applicable Fees for the renewal term using the same payment method on file, unless otherwise agreed;
- 2.4.4. If Your Ordering Document includes a **“Named User”** model, Your access to the applicable Altium Product shall be restricted to the specifically identified individual authorized to use the Altium Product (who is referred to as the **“Named User”**) and may not be shared between multiple individuals. The Named User may access the applicable Altium Products from any location without geographic restrictions. The Named User license is assigned to the Named User and cannot be shared between multiple individuals, even if they are not using the software at the same time. The Named User must be designated in advance but may only be reassigned by You from time to time by following Altium's then-current instructions and subject to Altium's then-current limitations, unless as otherwise set forth in the applicable Ordering Document;
- 2.4.5. If Your Ordering Document includes a **“Concurrent User”** model, Your access to the applicable Altium Product shall be limited to the maximum number of concurrent sessions (i.e. maximum number of users accessing the Altium Product at the same time regardless of which specific individuals are using it) set forth in the Ordering Document and the geographic restrictions set forth in the Ordering Document, including Regional License Rights, or Global License Rights (as defined in Exhibit 1). A Concurrent User license is not tied to specific individuals but instead allows access to any Authorized User within an organization, subject to the total number of licensed concurrent sessions.
- 2.4.6. If Your Ordering Document includes an **“Evaluation License”**, You may use the Altium Product for evaluation purposes only, and, unless otherwise stated in the applicable Order Form or agreed by Altium in writing, only during a fifteen (15) day evaluation period, in each case, notwithstanding anything to the contrary in the Agreement. You shall not use the Altium Products subject to such Evaluation License for any commercial, for-profit, or revenue generating activities;
- 2.4.7. If Your Ordering Document includes an **“Academic License”**, You shall use the Altium Products subject to such Academic License solely for teaching and non-commercial academic research purposes and shall not use such Altium Products for any commercial, for-profit, or revenue generating activities. Academic Licenses are granted exclusively to educational institutions, including faculty and academic staff. To be eligible for an Academic License, You must provide Altium with proof of Your enrollment at an accredited academic institution and provide Your academic institution email domain. Altium Products subject to an Academic License may not be used by any government agencies or non-profit entities that are not educational institutions, even if any portion of such use is non-commercial; and
- 2.4.8. If Your Ordering Document includes a **“Student License”**, You shall use the Altium Products subject to such Student License solely for educational purposes related to a student's academic studies and shall not use such Altium Products for any commercial, for-profit, or revenue generating activities. Altium Products subject to a Student License may not be used by any government agencies or non-profit entities, even if any portion of such use is non-commercial. A Student License may only be ordered or renewed by a student actively enrolled in an educational institution using a valid educational email address.

- 2.5. Restrictions on Use. You will not, and will not permit or cause others (including Your Authorized Users) to:
- 2.5.1. use the Altium Products outside the entitlements to the Altium Products specified in the relevant Ordering Document which may include number and type of Authorized Users, numbers of licenses, copies or instances and other restrictions and metrics;
 - 2.5.2. use any robot, spider, other automatic device or program or manual process to copy or reproduce the Altium Products;
 - 2.5.3. modify, revise, disable, bypass, circumvent or otherwise impede any security feature or measures used or deployed in conjunction with any Altium Products, including those employed to prevent or limit access to the Altium Products;
 - 2.5.4. use the Altium Products in any manner that could disable, overburden, damage, or impair the Altium Products, or introduce any viruses or other harmful code into the Altium Products or our systems;
 - 2.5.5. upload any content to the Altium Products that infringes upon the Intellectual Property or proprietary rights of any third-party or that is illegal, deceptive, fraudulent, obscene, defamatory, libelous, threatening, invasive of privacy, or related to minors;
 - 2.5.6. create or enable the creation of derivative works, modifications, or adaptations of the Altium Products, or attempt to decompile, recompile, reverse engineer or disassemble the Altium Products or otherwise attempt to derive the source code (except where permitted by Law). Without limiting the foregoing, if required under applicable Law, upon Your request, Altium shall provide information necessary for You to achieve interoperability between the Altium Products and other software, subject to financial and confidentiality conditions agreed by the Parties;
 - 2.5.7. make the Altium Products available on a time-sharing basis or otherwise make available for the benefit of third-parties all or any part of the Altium Products;
 - 2.5.8. sell, license, or otherwise commercialize the Altium Products as a standalone product or use the Altium Products or their output to develop or enhance any product that competes with an Altium product or service;
 - 2.5.9. install, use, copy, disclose, assign, publish, publicly display, distribute, frame, sublicense, lease, grant a security interest in, or transfer possession of the Altium Products, or mirror or scrape any data made accessible by the Altium Products, other than as permitted in the Agreement;
 - 2.5.10. allow any third-party, including Your Affiliates (unless otherwise agreed in Your Ordering Document) and any Altium Competitor, to access or use the Altium Products without Altium's prior written consent;
 - 2.5.11. use the Altium Products for any benchmarking purposes except for Your internal evaluation purposes, or in any event, disclose the results of any benchmarking (whether or not obtained with assistance from Altium) to any third-party or use such results for any external purposes, including competitive analysis, marketing or publication;
 - 2.5.12. conduct or authorize penetration tests of any Altium Products without advance written approval from Altium;
 - 2.5.13. use any Altium Products in any manner that infringes the Intellectual Property rights or other rights of Altium or any third-party, or that violates any applicable Law;
 - 2.5.14. use the Altium Products for historical or aggregate data analytics;
 - 2.5.15. use the Altium Products for any high risk activities where the use or failure of the Altium Product could lead to death, personal injury, or environmental damage, such as the direct or indirect operation of any equipment in any nuclear, aviation, mass transit, or medical applications, or in any other inherently dangerous operation; or
 - 2.5.16. remove, alter, or obscure any confidentiality or proprietary notices (including copyrights and trademark notices) of Altium or its suppliers or Affiliates in the Altium Products or content.

- 2.6. Authorized Users. You will be solely responsible and liable for the use and confidentiality of Your Authorized Users' credentials that are used to access the Altium Products (together, "**Account Credentials**"), and for all activities, charges, losses (including losses resulting from any deletion, modification, or export of Your Data) and damages that result from Your or Your Authorized Users' access to or use of the Altium Products, whether or not authorized by You. Each Authorized User must be assigned a unique user account and credentials, including a distinct email address, which cannot be shared or used by multiple Authorized Users. Altium has no obligation to confirm that any person using any of Your Account Credentials has been authorized by You to do so. You will ensure (a) that all of Your Authorized Users have the requisite professional skill and experience to enable their use of the Altium Products in accordance with the Agreement and any Documentation; and (b) that all of Your Authorized Users comply with all terms and conditions of the Agreement. You will be responsible and liable to Altium for any breach of the Agreement by any Authorized User.
- 2.7. Attribution. With respect to any of Your products or web pages that are accessible by a major search engine (e.g. Google, Baidu, Bing, Yahoo): (a) if the web page displays any data, content or files embedded using Altium Products, You will include a visible, functional and followable (i.e., without the rel="**nofollow**" or any similar attribute) hyperlink to <https://www.altium.com> or <https://www.altium365.com>, as applicable; or (b) if Your product or web page displays any of Altium's data or content related to individual electronic parts, You will include a visible, functional and followable (i.e., without the rel="**nofollow**" or any similar attribute) hyperlink to Your product or web page where the Altium data or content is hosted on Altium's website (i.e., the Altium part detail page url (Altium_url)).
- 2.8. Verification. During the Term, within 30 days' of Altium's request, You will provide documentation, information, and any physical access, reasonably necessary for Altium to determine Your compliance with the Agreement.
- 2.9. Suspension. At Altium's discretion, Altium may suspend or revoke Your access to any Altium Products: (a) if You have not paid in full all amounts under the Agreement within 30 days after their due date, (b) if Altium reasonably believes that Your use threatens the security or integrity of the Altium Products or violates any Law, (c) if Your use of the Altium Products exceeds the scope of the license granted to You in the Agreement, or (d) as required by Law, in each case until such incidents have been resolved by the Parties, acting reasonably. For the avoidance of doubt, nothing in this Section shall excuse Your payment obligations pursuant to Section 6.
- 2.10. Third-party Websites. The Altium Products may contain links to websites that Altium does not operate or control ("**Other Websites**"). Altium provides these links for Your reference and convenience. Altium is not responsible for and does not endorse the Other Websites. Your use of Other Websites is subject to the Other Website's terms (if any) and is at Your own risk. Altium has no liability with respect to the Other Websites.

- 2.11. **Third-Party Services.** The Altium Products may rely upon, facilitate or require Your access to (including through integrations), be bundled with, or otherwise provide You with access to, certain third-party-owned products, websites, services, offerings, applications (including third-party Altium Cloud Applications and third-party Altium Desktop Extensions) or features (together with any documentation or services relating or updates thereto, **“Third-Party Services”**). Your access to and use of any Third-Party Services shall not be governed by the Agreement and shall be completely governed by the terms, conditions, and disclaimers in relation to the Third-Party Services (**“Third-Party Terms”**). Such Third-Party Terms may be agreed upon separately by You and the relevant third-party (**“Third-Party Provider”**), provided to You by or through Altium, or which may accompany the relevant Third-Party Service. Altium has no control of such Third-Party Terms, and such Third-Party Terms are subject to change in the Third-Party Provider’s discretion or as agreed by You and the Third-Party Provider. You are responsible for complying with such Third-Party Terms. If you do not agree to the Third-Party Terms, Altium will have no obligation to provide You with access to the corresponding Third-Party Services or, if such Third-Party Services are required for the Altium Products, the Altium Products. Third-Party Services also include Altium Cloud Applications and Altium Desktop Extensions which are owned by a Third-Party Provider. Altium does not control, endorse, or accept any responsibility or liability in connection with any Third-Party Services, Your use thereof, or the results of using any Third-Party Services, even if Altium includes references or links to such Third-Party Services or Third-Party Providers on its own website or other materials. ALTUM PROVIDES THIRD-PARTY SERVICES ON AN **“AS IS”** BASIS WITH NO WARRANTY OF ANY KIND. YOU ASSUME ALL RISK RELATED TO THE THIRD-PARTY SERVICES. ALTUM WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THIRD-PARTY SERVICES. Your sole recourse for any losses or damages related to the Third-Party Services will be through the Third-Party Provider. Altium shall not be responsible for providing any services relating to or in connection with any Third-Party Services, including any Professional Services, maintenance or support. Any communications or other dealings between You and any Third-Party Provider shall be solely between You and such Third-Party Provider. Altium may at any time, in its sole discretion, without liability, eliminate, or modify the availability of any such Third-Party Services where it is reasonably necessary or desirable to do so having regard to the requirements (including any change in pricing or terms of supply) of, or Altium’s obligations to, the Third-Party Provider. Where possible, Altium will give reasonable prior written notice of any such change.
- 2.12. **Beta Solutions.** Altium may, in its sole discretion, enable You to access Beta Solutions subject to the terms of the Agreement and any additional requirements set forth by Altium. You may accept or decline any such Beta Solutions in Your sole discretion. Beta Solutions are provided for evaluation purposes only, and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Altium may discontinue your use of Beta Solutions or change the functionality of Beta Solutions at any time. Your data and information transmitted or uploaded to Beta Solutions will be deemed Your Data, and references in this MSA to Altium Products will include Beta Solutions. Altium, its Affiliates and/or licensors will not be liable for any harm or damages related to Beta Solutions. Unless otherwise stated, any Beta Solution trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Solution becomes generally available. Altium shall have no obligation to release any Beta Solution commercially in any form. BETA SOLUTIONS ARE PROVIDED **“AS IS”** WITH NO WARRANTY OF ANY KIND. YOU ASSUME ALL RISK RELATED TO THE BETA SOLUTIONS. ALTUM’S ENTIRE LIABILITY IN CONNECTION WITH ANY BETA SOLUTIONS, WHETHER IN CONTRACT, TORT, OR OTHER THEORY OF LIABILITY, WILL NOT EXCEED IN THE AGGREGATE \$100 USD.
- 2.13. **Altium Software Developer Kits and Altium API.** Your rights to the Altium Products granted under this Agreement do not include access to or use of any Altium software developer kits (**“SDKs”**) or Altium application programming interfaces (**“APIs”**) unless SDKs or APIs are explicitly included in Your Ordering Document. If Your Ordering Document includes any SDKs or APIs, then such SDKs or APIs shall be deemed to be included as part of the **“Altium On-Premise Software”** under this MSA and the terms and conditions applicable to Altium On-Premise Software shall apply to You, except that You may only use such SDKs and APIs to enable the integration of Altium Products with software or cloud services that are not owned or controlled by Altium or an Altium Competitor (**“Integrated Software”**) or to develop extensions to Altium Products, in all cases solely to enhance the functionality of the Altium Products for the Permitted Purpose. You are solely responsible and liable for such Integrated Software, any integration and extensions developed or used by You and ensuring that You have sufficient rights to the Integrated Software and to use the APIs and SDKs with other software or cloud services. Altium makes no representation, warranty or guarantee that the APIs and SDKs will enable the development of any integrations or extensions. You shall ensure that any integrations or extensions developed with the use of APIs or SDKs do not compete with, replicate or substitute any features, functionalities or capabilities of any Altium Product or any other product that Altium or its Affiliates offer or support. Use of the SDKs or APIs may be subject to additional terms made available by Altium, including additional use limitations and fees.

3. ALTIUM SERVICES

- 3.1. Support Services. If Your Ordering Document includes support services, all such support services will be provided to You during the applicable term of the Ordering Document. No support services will be provided to You under the Agreement unless set forth in an Ordering Document.
- 3.2. Updates. Altium may update the Altium Products and Documentation from time to time, in its sole discretion, such as to address changes to Laws, technologies, industry trends, customer demands and availability of Third-Party Services. If you fail to install any Updates made available to You for On-Premise Software or Altium Desktop Software, Altium shall not be liable for any issues with the Altium On-Premise Software or Altium Desktop Software that the Update would have addressed or for any compatibility issues with other Altium Products, including the Altium Cloud Services. Altium provides support services only for versions of Altium Products that it designates as eligible for support. Altium may, in its sole discretion, determine which versions of Altium Products are eligible for support services and may discontinue support for older versions at any time. You acknowledge that Your purchase of the rights and licenses granted herein is neither contingent on the delivery of any future features or functionality of the Altium Products nor subject to any public or other comments (oral, written or otherwise) made by Altium regarding future features or functionality.
- 3.3. Professional Services. If Your Ordering Document includes Professional Services, all such Professional Services will be provided to You pursuant to the terms of this Agreement, as supplemented by the terms set forth in Exhibit 2 (Professional Services Addendum).

4. SERVICE LEVELS FOR ALTIUM CLOUD SERVICES

- 4.1. Service Levels. With respect to Altium 365, Altium will use commercially reasonable efforts to make the Altium Cloud Services ordered under the applicable Ordering Document and for which You have paid a fee under the Ordering Document available for use by You, at least commensurate with the Service Level Agreement located at <https://www.altium.com> as updated from time to time.
- 4.2. Security. Altium's sole obligation with respect to security will be to require its cloud service providers through which any of the Altium Products are made available, or any of Your Data is stored, to provide commercially reasonable security measures aligned with industry standards. Altium will have no obligation to enhance or supplement such measures and You will be solely responsible for determining the adequacy of such measures for Your Data and use of the Altium Products. Altium will not otherwise have any responsibility or liability that may result from any unauthorized access to any network or server or for any lost, damaged, altered, or unavailable data.

5. INTELLECTUAL PROPERTY

- 5.1. Ownership. All right, title, and interest in and to the Altium Products and all Intellectual Property embodied by or related to the Altium Products are the exclusive property of Altium. Except for the limited rights granted to You in Section 2, Altium grants no rights or licenses to You in the Altium Products, and no license or other right is granted to You, directly or by implication, estoppel or otherwise, with respect to any Intellectual Property.
- 5.2. Feedback. If Altium receives any feedback, questions, comments, suggestions, reports about any errors, problems, or defects or similar information from You regarding any Altium products or services, including the Altium Products (collectively, "**Feedback**"), all Feedback, including Intellectual Property in such Feedback, will belong exclusively to Altium and will be considered Altium's Confidential Information. You hereby (i) assign all such rights in the Feedback to Altium to the fullest extent permitted by law, and (ii) where such assignment is not permitted, grant Altium an exclusive, perpetual, irrevocable, worldwide, royalty-free, and transferable license (with the right to sublicense) to use, reproduce, distribute, modify, and commercialize such rights for any purpose.

6. FEES

- 6.1. **Payment.** You will pay all amounts set forth in each Ordering Document ("**Fees**") in accordance with the payment terms on the Ordering Document. If not otherwise stated in the Ordering Document, all Fees will be due to Altium within 30 days of the date of Altium's invoice to You.
- 6.2. **Payment Terms.** All payments made by You under the Agreement are non-refundable. You may not offset any amount You believe Altium owes You against any payments due to Altium from You under the Agreement. Unless otherwise agreed by Altium, You will make all payments in the currency set forth in the Ordering Document.
- 6.3. **Taxes.** The Fees set forth in any Ordering Document exclude taxes. You are responsible for all sales, use, consumption, and value-added taxes and other taxes or duties levied or imposed on the Fees, other than taxes on Altium's income. All payments due to Altium shall be grossed up for any tax that is required to be collected at source by You and Altium shall not be liable for any such taxes.
- 6.4. **Late Payments.** All Fees unpaid as of their due date will accrue interest at 1% per month or the maximum rate permitted by applicable Law, whichever is less, from the due date until paid. Altium is entitled to recover from You any reasonable costs and expenses incurred in connection with collecting the late amounts, including costs of investigation and reasonable attorneys' fees.

7. Your Data

- 7.1. **Your Data.** Except as set forth in the Agreement, You retain all right, title and interest in and to (i) all data and information (including Personal Data) transmitted or uploaded to the Altium Products by You or on Your behalf, (ii) any files, designs, models, data sets, images, and documents created by You using the Altium Products in compliance with the Agreement, and (iii) all Intellectual Property in or related to the foregoing (together, "**Your Data**"). Your Data excludes the Altium Products and any Intellectual Property embodied by or related to the Altium Products. You hereby grant to Altium a non-exclusive, non-transferable (except as set forth in Section 13.7 (Assignment)) license and right to access, use, reproduce, distribute, and display Your Data to provide and enable the Altium Products, to fulfill Altium's obligations under the Agreement, to monitor your compliance with this Agreement and to develop, enhance, support and improve (including by detecting, investigating, mitigating, preventing, and fixing issues with) the Altium Products and other products and services of Altium and its Affiliates (provided that such products and services do not disclose Your proprietary models, designs, schematics or Confidential Information to third-parties). Altium or its Affiliates may engage third-parties to perform any of the foregoing activities, provided that Altium shall remain responsible for any breach of this Agreement caused by such third-parties. Altium shall have no responsibility or liability in connection with Your Data entered by or on behalf of You into any Third-Party Service or otherwise provided to a Third-Party Provider. Upon termination or expiration of the Term, Altium will handle Your Data as set forth in Section 9.4. Nothing in this Section 7.1 is intended to limit Altium's obligations under the Data Processing Agreement, if applicable.
- 7.2. **Aggregate Usage Data.** Altium may collect, create or generate aggregated statistical and anonymized data relating to Your or the Authorized Users' use of the Altium Products (such as where You are located, how often or how long You access the software or which features and functions You access and how You interact with the Altium Products), in all cases that does not personally identify You, Your customers, Authorized Users or other natural persons ("**Aggregate Usage Data**"). All right, title and interest in and to the Aggregate Usage Data and Intellectual Property therein, will be solely and exclusively owned by Altium. Without limiting the foregoing, Altium may use Aggregate Usage Data for any purpose, including to provide, enable and develop and improve its products and services during or after the Term and any other commercial purposes. Nothing in this Section 7.2 is intended to limit Altium's obligations under the Data Processing Agreement, if applicable.
- 7.3. **Data Processing Agreement.** To the extent Altium is required to process Personal Data in its provision of the Altium Products to You, the terms of the Data Processing Agreement entered between You and Altium ("**Data Processing Agreement**"), will apply to such data processing and such Data Processing Agreement is hereby incorporated by reference into this MSA. To the extent applicable under applicable Law, You agree that You will be deemed the data "**controller**" and Altium will be the data "**processor**" or "**service provider**" of such Personal Data, pursuant to Data Protection Laws.

- 7.4. Privacy. A description of Altium's data privacy practices, including the use, collection, and disclosure of any of Your Personal Data, can be found in Altium's Privacy Policy, available at <https://www.altium.com/privacy-policy>, as may be updated from time to time ("**Privacy Policy**"). You acknowledge, on behalf of Yourself and Your Authorized Users, Altium's collection, processing, and disclosure of Personal Data in accordance with the Privacy Policy which is, for such purpose, hereby incorporated by reference into this MSA.
- 7.5. Monitoring Data. The Altium Products may contain computer software that allows for the detection of unauthorized use or copying of such Altium Products and the identification of issues that could affect Altium or its users and the reporting of the same to Altium. You will not interfere with this monitoring. You understand and agree that in connection with any such reporting, certain Personal Data such as name and email address may be collected to allow Altium to protect the rights in the Altium Products. You shall ensure that all users have given appropriate consents as required by Laws relating to the collection use and disclosure of Personal Data.
- 7.6. Data Storage. With respect to any Altium Cloud Services, Your data storage limits shall be subject to the Ordering Document and Altium's then-current data storage policies. Excessive storage beyond reasonable limits constitutes a material violation of the Agreement by You. If You exceed Your data storage limits, Altium may, in its discretion, automatically increase Your storage capacity for an additional fee, as specified in the Ordering Document or Altium's then-current data storage policies. Altium will notify You of any such increase and the associated increase to the Fees. Alternatively, Altium may offer You the option to pay additional fees for increased storage, and if You do not reduce Your data storage or reach an agreement with Altium regarding additional Fees within 30 days of receiving notice of such option, Altium may suspend Your access to the applicable Altium Cloud Service until the issue is resolved or terminate Your Altium Cloud Service or relevant account.

8. CONFIDENTIALITY

- 8.1. Duty. The receiving Party of Confidential Information will:
- 8.1.1. not disclose the disclosing Party's Confidential Information to any third-party unless disclosing Party has given its specific and express prior written approval;
 - 8.1.2. not use the disclosing Party's Confidential Information for any reason other than to exercise its rights and perform its obligations under the Agreement;
 - 8.1.3. protect the disclosing Party's Confidential Information from unauthorized dissemination in the same manner as the receiving Party protects its own Confidential Information, and in any event with reasonable precautions (which include limiting access to employees, contractors, and other Authorized Users on a "**need-to-know**" basis and who have an obligation of confidentiality no less stringent than such confidentiality obligations in the Agreement); and
 - 8.1.4. monitor each Authorized User's use of the Altium Products to ensure that such Authorized User complies with the Agreement, including the confidentiality obligations set forth in this Section 8.
- 8.2. Permitted Disclosure. The receiving Party may only disclose the disclosing Party's Confidential Information (a) to the receiving Party's Affiliates, employees, contractors, legal representatives, accountants or other professional advisors whose access to the Confidential Information is necessary to enable the receiving Party to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in this Section 8; and (b) in response to a valid court order, Law, or other governmental action, provided that (i) the disclosing Party is notified in writing prior to disclosure of the information and given reasonable opportunity to obtain a protective order, and (ii) the receiving Party assists the disclosing Party, at the disclosing Party's expense, in any attempt to limit or prevent the disclosure of the disclosing Party's Confidential Information.
- 8.3. Return. Subject to Section 9.4, upon termination or expiration of this MSA or the disclosing Party's earlier request, subject to the licenses granted by each Party, the receiving Party will, at its own expense, return the disclosing Party's Confidential Information and cease all use of that Confidential Information, except that (a) Altium may retain copies of Your Confidential Information to use as set forth in Section 7 (Data), (b) each Party may retain copies of Confidential Information stored on backups made in the ordinary course of business and (c) each Party may retain copies of Confidential Information as required by Law. Any retained Confidential Information will remain subject to the confidentiality obligations set forth in the Agreement.

- 8.4. Relief. In the event of a breach or threatened or attempted breach of the receiving Party's obligations with respect to Confidential Information, the disclosing Party may have no adequate remedy in money or damages and, accordingly, may immediately seek an injunction against such breach.

9. TERM AND TERMINATION

- 9.1. Term. The term of the Agreement between You and Altium begins on the effective date of the first Ordering Document and remains in effect until the Agreement is terminated in accordance with this MSA (collectively, the "Term"). The term of each Ordering Document or the term of your license or subscription to the Altium Products will be set forth on such Ordering Document. If any Ordering Document contemplates Auto-Renewal of any such term, either Party may elect not to renew such term by providing the other Party notice of non-renewal at least 90 days prior to the end of the then-current term, as set forth in Section 2.4.3.
- 9.2. Termination. Either Party may terminate the Agreement or any Ordering Document if (a) the other Party breaches a material provision of the Agreement or the applicable Ordering Document (including Your failure to pay any Fees by the due date or Your use of the Altium Products in a manner unauthorized by the Agreement) and has not cured the breach within 30 days after receipt of written notice of the breach, or (b) the other Party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency, or similar proceeding that is not dismissed within 60 days of filing. Either Party may also terminate the Agreement upon no less than 30 days' prior written notice to the other Party for any reason, provided that at such time there are no Ordering Documents then currently outstanding and in effect between the Parties. Unless otherwise stated in an Ordering Document, neither Party may terminate an Ordering Document except as set forth in this Section 9.2.
- 9.3. Effect of Termination. Termination or expiration of an Ordering Document will not be deemed a termination or expiration of the rest of the Agreement unless otherwise agreed by the Parties in writing. Termination of the Agreement in its entirety will terminate all Ordering Documents and this MSA. Upon termination or expiration of the Agreement or any Ordering Document, Altium will cease providing the relevant Altium Products, and You will immediately cease, and cause all Authorized Users to cease, using all relevant Altium Products and promptly return to Altium or destroy all copies of the relevant Altium Products in Your control (including if applicable, sample code and SDK and API information) and upon request of Altium, certify in writing Your compliance with the obligation to destroy such relevant Altium Products. Termination or expiration of any Ordering Document or the Agreement will not affect Your obligation to pay to Altium any amounts due prior to termination or expiration and unless required by Law will not entitle You to a refund of any Fees paid by You hereunder. Altium will submit an invoice to You for Fees due for Altium Products provided prior to the date of termination or expiration (including pro-rata payment for Altium Products rendered as of the date of termination or expiration, even if payment for such Altium Products was not then due). The following Sections of this MSA will survive its termination or expiration: 1, 2.4, 2.5, 5, 6, 7, 8, 9, 10.4, 11, 12, and 13.
- 9.4. Data Retention. Following termination or expiration of the Ordering Document or the Agreement, Altium will make reasonable efforts to remove Your Data from Altium owned or controlled systems except that Altium may retain portions of Your Data as required by Law or for legitimate business purposes (including to comply with legal, regulatory, or technical requirements and as necessary to fulfill its obligations and exercise its rights in this Agreement). With respect to Your Data stored through Altium Cloud Services, Altium will allow You to retrieve such of Your Data in accordance with Altium's Data Retention Policy, available at <https://www.altium.com/altium-365/data-retention-policy>, as may be updated from time to time. Notwithstanding the foregoing, You shall not treat Altium Cloud Services as a storage service and You are solely responsible for maintaining comprehensive back-up copies of all Your Data.

10. WARRANTIES

- 10.1. Mutual. Each Party warrants that it has the right to execute and perform its obligations under the Agreement.
- 10.2. By Altium. Altium warrants that (i) the Altium Cloud Services will contain the functions and perform substantially as described in the applicable Ordering Document and Documentation during the applicable term of Your subscription to the Altium Cloud Services under the relevant Ordering Document, and (ii) the Altium On-Premise Software and Altium Desktop Software will contain the functions and perform substantially as described in the applicable Ordering Document and Documentation for 90 days following the date of delivery of the relevant Altium On-Premise Software or Altium Desktop Software. For any breach of the foregoing representation and warranty, as Altium's sole and exclusive obligation and liability and Your sole and exclusive remedy, Altium will, at no additional cost to You, provide commercially reasonable remedial services to enable the relevant Altium Products to conform to the warranty and if such services are not in Altium's opinion commercially feasible, Altium will inform You and You may terminate the affected Ordering Document and receive a refund of any prepaid fees received by Altium from You for the relevant Altium Products. You will provide Altium with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. Such warranty shall only apply if the relevant Altium Product has been utilized by You in accordance with the Agreement, and the relevant Ordering Document.
- 10.3. By You. You warrant that You own all of Your Data and that You have full authority to have Your Data uploaded onto and maintained on the Altium Products and to have Your Data used by Altium as set forth in the Agreement.
- 10.4. Disclaimers. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 10.2 (BY ALTIUM), THE ALTIUM PRODUCTS, ANY RESULTS OR OUTPUTS OF THE ALTIUM PRODUCTS, AND ANY PROFESSIONAL SERVICES ARE PROVIDED **"AS IS"** AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE PARTIES EXCLUDE ANY TERM NOT EXPRESSLY SET OUT IN THE AGREEMENT, INCLUDING ANY IMPLIED CONDITION, WARRANTY OR OTHER TERM OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, OR ANY CONDITION, WARRANTY OR OTHER TERM ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE, OR THAT THE ALTIUM PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE, IN EVERY CASE TO THE EXTENT PERMITTED BY LAW. SOME JURISDICTIONS RESTRICT OR DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. IF YOU ARE LOCATED IN ANY SUCH JURISDICTION SOME OF THE WARRANTY EXCLUSIONS HEREIN MAY NOT APPLY TO YOU.
- 10.4.1. Product Liability. ALTIUM SHALL BEAR NO RESPONSIBILITY OR LIABILITY FOR ANY FAILURE OR MALFUNCTION OF OR ISSUES RELATING TO PRODUCTS DEVELOPED USING ALTIUM PRODUCTS OR ANY PROFESSIONAL SERVICES, INCLUDING FAILURES OR MALFUNCTIONS THAT COULD RESULT IN PERSONAL INJURY, DEATH, OR CATASTROPHIC LOSS. YOU ARE SOLELY RESPONSIBLE FOR YOUR AND YOUR AUTHORIZED USERS' DESIGN CHOICES, USING APPROPRIATE SAFEGUARDS TO PROTECT AGAINST POTENTIALLY DANGEROUS CONSEQUENCES, AND ENSURING THE SAFETY, RELIABILITY, AND PERFORMANCE OF ANY PRODUCTS DEVELOPED USING ALTIUM PRODUCTS OR PROFESSIONAL SERVICES.

11. INDEMNIFICATION

- 11.1. By You. You will defend Altium and its Affiliates, and their respective officers, directors, employees, agents and representatives (the **"Altium Indemnitees"**) from and against any third-party claim resulting from (a) Your Data, (b) Your misuse of the Altium Products, including any use or combination with any hardware, software, system, network, service or other matter which infringes the Intellectual Property rights of any third-party; (c) any unauthorized access to Your account on the Altium Products not caused by Altium; (d) Your breach of the Agreement or Your failure to comply with applicable Laws in the performance of the Agreement; (e) breach of any Third-Party Terms; and (f) Your gross negligence, willful misconduct, or fraud. You will indemnify the Altium Indemnitees against all damages finally awarded against the Altium Indemnitees (or the amount of any settlement any Altium Indemnitee enters into) with respect to such claims.

- 11.2. By Altium. Altium will defend You, Your officers, directors, and employees, from and against any third-party claim that the Altium Products directly infringe or misappropriate any Intellectual Property rights of a third-party provided that (i) Your use of the relevant Altium Products is in compliance with the Agreement, and (ii) You provide Altium with prompt written notice of all allegations of such claim. Altium will indemnify You against all damages finally awarded against You (or the amount of any settlement Altium enters into) with respect to any such claims. Notwithstanding the foregoing, Altium shall have no obligation to defend or indemnify You for claims that result from (a) use of the Altium Products in conjunction with any product or service not provided by Altium; (b) use of the Altium Products provided for no fee; (c) compliance of the Altium Products with any instruction, specification, or requirements furnished by You or any relevant industry-adopted specification or standard, including any de facto industry standard, regardless of whether such specification or standard has been formally issued, adopted, or promulgated by a recognized standards-setting organization or industry consortium; (d) any use of the Altium Products not permitted under the Agreement; (e) Your Data; (f) Your use of any Third-Party Services, including any breach of any Third-Party Terms; and (g) Your gross negligence, willful misconduct, or fraud.
- 11.3. Procedure. The Party seeking indemnification will notify the other Party in writing, with reasonable promptness, of any claim brought against it under this Section 11 and will reasonably cooperate with the other Party in the defense or settlement of any claim. For purposes of this Section 11, (i) the indemnifying party will have full control of the defense or settlement of any claim brought under this Section and any related appeal, provided that it may not settle any claim in a manner that imposes any liability or specific performance obligation on the indemnified party without the indemnified party's prior written consent, and (ii) the indemnified party may participate in the defense of any claim at its expense and through counsel of its own choosing.
- 11.4. Infringement by Altium Products. In the event that the Altium Products infringe, or Altium believes the Altium Products are likely to infringe, the Intellectual Property rights of a third-party, Altium may, at its option, (a) obtain for You, by license or other release, the right to continue to use the Altium Products in accordance with the Agreement, (b) provide You with a substitute, functionally equivalent and non-infringing version of the Altium Products, or (c) modify the Altium Products to make it non-infringing and functionally equivalent in all material respects. If, despite the exercise of prompt and commercially reasonable efforts, Altium is unable to accomplish any of options (a), (b) or (c) above, then Altium may terminate the Agreement or the applicable Ordering Document with respect to the affected Altium Products by providing You with at least 30 days' prior written notice.
- 11.5. Exclusive Remedy. The provisions of this Section 11 state the sole, exclusive, and entire liability of the Parties to the other Party, and is the other Party's sole remedy, with respect to covered third-party claims.

12. LIMITATION OF LIABILITY

- 12.1. Consequential Damage and Economic Losses Exclusion. EXCEPT TO THE EXTENT THE LIABILITY OF A PARTY CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW OR FOR A PARTY'S LIABILITY UNDER SECTIONS 8 OR 11, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THE AGREEMENT WHETHER BY STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE (A) FOR LOSS OF PROFITS (EXCLUDING FEES OWED UNDER THE AGREEMENT), LOSS OF GOODWILL, BUSINESS INTERRUPTION OR COST OF DELAY, LOSS OF USE OR LOST OR INACCURACY TO BUSINESS INFORMATION OR DATA OF ANY KIND (WHETHER DIRECT OR INDIRECT) OR (B) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF IT IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.
- 12.2. Limitation of Liability. EXCEPT TO THE EXTENT ALTIUM'S LIABILITY CANNOT BE LIMITED UNDER APPLICABLE LAW OR FOR ALTIUM'S LIABILITY UNDER SECTION 11, AND TO THE EXTENT ALTIUM'S LIABILITY HAS NOT ALREADY BEEN OTHERWISE EXCLUDED, THE TOTAL CUMULATIVE LIABILITY OF ALTIUM AND ITS AFFILIATES TO YOU FOR ANY AND ALL CLAIMS AND DAMAGES ARISING UNDER THE AGREEMENT, WHETHER BY STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, WILL NOT EXCEED THE FEES PAID OR PAYABLE BY YOU TO ALTIUM OR ALTIUM'S AFFILIATE UNDER THE ORDERING DOCUMENT FOR THE ALTIUM PRODUCTS OR OTHER SERVICES WHICH FORM THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM OR DAMAGES. THE PROVISIONS OF THE AGREEMENT ALLOCATE RISKS BETWEEN THE PARTIES. THE PRICING SET FORTH IN THE ORDERING DOCUMENT REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED IN THE AGREEMENT.

13. GENERAL

- 13.1. **Ordering Document Acceptance.** No Ordering Document is binding until Altium or its Affiliate provides their acceptance, including by sending a confirmation email, providing access to the relevant Altium Products ordered under the Ordering Document, or making license or access keys available to You.
- 13.2. **Audits.** At no cost to Altium, Altium shall have the right to audit Your records, data, and facilities related to the performance Your obligations under the Agreement. Such audits may be conducted by Altium or its authorized representatives, in Altium's sole discretion, at reasonable times during normal business hours upon providing 10 business days' notice to You. The purpose of such audits is to ensure compliance with the terms of the Agreement and to verify Your compliance with the Agreement, including usage and licensing restrictions set forth in Your Ordering Documents. Your failure to timely comply and cooperate with this Section shall constitute a material breach of the Agreement.
- 13.3. **Notices.** All notices will be in writing and given when delivered to the address set forth in an Ordering Document as to You and to Altium at legal@altium.com. Notices from Altium to You may also be in the form of an electronic notice to Your authorized representative or administrator designated in an Ordering Document.
- 13.4. **Independent Contractors.** Each Party is an independent contractor, and neither Party has the authority to bind, represent or commit the other to any obligation to a third-party except as expressly set forth in the Agreement. Nothing in the Agreement is intended to create an employment or co-employment relationship, a joint venture, a partnership, or any agency relationship between the Parties.
- 13.5. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of the Agreement, and, except as explicitly set forth, nothing in the Agreement is intended to confer on any person other than the Parties any rights whether legal or equitable, remedies, obligations or liabilities.
- 13.6. **No Implied Licenses.** There are no implied licenses under the Agreement, and any rights not expressly granted hereunder are reserved.
- 13.7. **Assignment; Subcontracting.** The Agreement will not be transferable or assignable by You, by operation of Law, merger, sale of assets or otherwise, without Altium's prior written consent and Your payment of the then-current transfer fees. Altium may freely assign, transfer or delegate any of its rights or obligations under the Agreement. Any transfer or assignment in violation of this Section will be void. The Agreement will be binding upon each Party's successors and permitted assigns. Altium may subcontract any of its obligations under the Agreement to any third party. Altium shall remain responsible for compliance with the Agreement, including any of its subcontractors' performance thereof.
- 13.8. **Governing Law.** The Agreement will be governed by the Laws of the State of California, United States of America, without reference to conflict of laws or choice of law principles. Nothing in the Agreement will be interpreted to limit or exclude the rights or obligations of either Party (if any) that are unlawful to limit or exclude under applicable Laws. The Parties specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods in connection with the Agreement.
- 13.9. **Arbitration**
- 13.9.1. Any and all disputes arising from or relating to the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce then in effect (the "**ICC Rules**") by one or more arbitrators appointed in accordance with the ICC Rules, and as further specified herein. In the event that the Expedited Procedure Rules of the ICC Rules apply, You and Altium agree that the arbitration shall be before a single arbitrator to be appointed in accordance with the ICC Rules. If the Expedited Procedure Rules do not apply, You and Altium agree that the arbitration shall be before an Arbitral Tribunal of three arbitrators, and each Party shall nominate one arbitrator for confirmation, with the third arbitrator to be jointly nominated by the two co-arbitrators within thirty (30) days of the confirmation of the second arbitrator. If the two co-arbitrators do not nominate the third arbitrator within that period, the third arbitrator shall be appointed by the ICC Court pursuant to the ICC Rules. The language of the proceedings shall be English. The seat of the proceedings shall be the location set forth below:

REGION IN WHICH YOU ARE LOCATED:	SIÈGE DE L'ARBITRAGE :
North America, South America, Caribbean, and all other Jurisdictions not included in this list	San Diego, CA
Europe (including United Kingdom and European Union)	London
China	Hong Kong
Asia (excluding China) and Pacific Island Nations	Singapore
Middle East and Africa	Dubai International Financial Center
Australia and New Zealand	Sydney, Australia

13.9.2. The existence of the proceedings, the names of the Parties, the nature of the claims, the names of any witnesses or experts, any procedural orders or awards, and any evidence that is submitted or produced in the arbitration and not otherwise in the public domain shall be kept confidential by the arbitral tribunal and the Parties. This requirement shall apply except and to the extent that disclosure may be required to fulfil a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a court of competent jurisdiction.

13.10. Equitable Relief. Notwithstanding Section 13.9, and in addition to any other remedies available to Altium, nothing in the Agreement shall prevent Altium from seeking emergency, preliminary, or interim injunctive relief and/or other appropriate equitable relief or conservatory measures in a court of competent jurisdiction if You breach (or attempt or threaten to breach) Your obligations related to confidentiality or Intellectual Property ownership under the Agreement. In such cases, Altium shall be entitled to seek such relief without the need to post bond or prove damages.

13.11. Product Amendment. Notwithstanding any other provision under the Agreement, Altium may make modifications to the Altium Products or a particular component of the Altium Products and Documentation from time to time, provided that such modifications to the Altium Products do not materially degrade any key functionality of the Altium Products. Altium may provide notice of modifications to the Altium Products via release notes or publication. System notifications and information from Altium relating to the operation, hosting or support of the Altium Products can also be provided within the Altium Products or made available via Altium support.

13.12. Amendments Required by Law. To the extent permitted by Law, Altium may amend the Agreement by providing You with reasonable prior written notice of not less than 14 days ("**Amendment Notice**") if such amendment is required to enable Altium to comply with applicable Laws or if such amendment is otherwise required by applicable Laws, where notice may be provided to You via email to Your authorized representative or administrator or any other method Altium considers reasonable under the circumstances. If such amendment is detrimental to You, You may cancel Your license or subscription (as applicable) to the affected Altium Product upon providing written notice to Altium within 30 days of Your receipt of the Amendment Notice.

13.13. No Waiver; Amendments. Subject to Section 13.12, any waiver, modification, or amendment of any provision of the Agreement will be effective only if in writing and signed by the Parties. Failure by either Party to enforce any provision of the Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

13.14. Severability. If any provision of the Agreement is illegal, invalid or unenforceable, then that provision will be enforced to the maximum extent permissible so as to affect the Parties' original intentions in a manner that complies with applicable Law. All other provisions of the Agreement will remain in full force and effect.

- 13.15. Entire Agreement. The Agreement constitutes the, complete and exclusive agreement between the Parties related to the subject matter of the Agreement and supersedes and terminates all prior and contemporaneous agreements (including any non-disclosure agreements), rights granted, discussions, correspondence, negotiations, promises, arrangements, proposals, quotes, marketing materials, due diligence documentation, representations, purchase orders and understandings, whether written or oral, concerning the subject matter of the Agreement. Certain documents comprising the Agreement shall be interpreted in the following order of precedence to the extent there is any conflict or inconsistency between them: Ordering Document, Product-Specific Terms, the Data Processing Agreement (if applicable), and the rest of this MSA.
- 13.16. Reliance. Other than as expressly set forth in the Agreement, each Party acknowledges that, in entering into the Agreement, it has not relied and is not relying on, and each Party shall have no claim or remedies (including any claims for misrepresentations) for, any representation, statement, understanding, agreement, commitment, assurance, warranty (excluding, if applicable, any warranties which Altium is required by Law to provide) or collateral contract of any person (whether party to the Agreement or not), whether written, oral or otherwise, whether made innocently or negligently and whether made by or on behalf of the Parties prior to the date of the Agreement. Each Party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, statement, understanding, agreement, commitment, assurance, warranty, or collateral contract. Nothing in the Agreement shall limit or exclude liability for fraud or fraudulent misrepresentation.
- 13.17. Translation. To the extent any translation is provided to a Party, it is provided for convenience purposes only, and in the event of any conflict between the English and translated version, where permitted by Law, the English version will control and prevail.
- 13.18. Interpretation. The section headings and titles contained in the Agreement are for reference only, and will not be deemed to affect the meaning or interpretation of the Agreement. The words **“third-party”** or **“third-parties,”** when used anywhere in the Agreement, refer to any person other than the Parties. The singular will include the plural, the conjunctive will include the disjunctive, and the masculine gender will include the feminine and neuter, and vice versa, unless the context otherwise requires. Each use of the word **“include,” “includes,”** or **“including”** will be deemed in each case to be followed by the words **“but not limited to.”** Reference to a thing includes a part of that thing. Unless otherwise stated, the word **“day”** means a calendar day and the word **“month”** means a calendar month. The Agreement will not be construed strictly for or against either Party because that Party, or its attorney, prepared the Agreement or any provision hereof.
- 13.19. Force Majeure. If a Party is prevented from performing or is unable to perform any of its obligations (other than Your payment obligations) under the Agreement because of occurrences beyond the reasonable control of that Party and against which it took reasonable precautions, including any act of war, fire, casualty, flood, earthquake, natural disaster, act of God, terrorism, hostility, sabotage, strike, lockout, riot, insurrection, pandemic, epidemic, or failure of the public utilities, then its performance will be excused, and the time for the performance will be extended, for the period of delay or inability to perform due to such occurrences.
- 13.20. Governmental Use. The Altium Products contain commercial computer software developed exclusively at Altium’s expense. Accordingly, pursuant to the United States Federal Acquisition Regulations (FAR) Section 12.212 and Defense FAR Supplement Section 227.7202, use, duplication and disclosure of the Altium Products by or for the United States Government is subject to the restrictions set forth in the Agreement. The manufacturer is Altium LLC, 4225 Executive Square, Suite 700, La Jolla CA 92037, United States.

13.21. Export Control Restrictions.

13.21.1. You acknowledge that the Altium Products are subject to Laws, restrictions, and regulations of the United States and other jurisdictions that govern the import, export, and use of the Altium Products. You agree to comply with all applicable international and national Laws that apply to the Altium Products, including the U.S. Export Administration Regulations administered by the U.S. Department of Commerce, Bureau of Industry & Security (BIS) and sanctions imposed by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC) as well as end-user, end-use and destination restrictions enforced by U.S. and foreign governments. You represent and warrant to Altium that You will comply with all U.S. and international export control Laws in Your use of the Altium Products and will not directly or indirectly engage in the export, re-export, release, or transfer of Altium Products contrary to U.S. and international export control Laws and sanctions regimes or use the Altium Products in connection with any restricted end use. You will not, and will not permit any Authorized User to, access or use the Altium Products in any U.S. embargoed country or region (currently including the Crimea/Sevastopol, Luhansk and Donetsk regions of Ukraine, Cuba, Iran, North Korea, Russia, Sudan, and Syria), as may be updated from time to time ("**Embargoed Countries**"). You represent, warrant and covenant that neither You nor the Authorized Users (i) are a citizen or resident of, or located within, any Embargoed Country, or (ii) are identified on any applicable government restricted party lists (including, the U.S. Treasury Department's Sectoral Sanctions List and List of Specially Designated Nationals and Blocked Persons, the U.S. Department of Commerce's Denied Party List, Entity List and Unverified List, and the U.S. Department of State's proliferation-related lists). You agree to immediately notify Altium at tradecompliance@altium.com in the event of any suspected or actual violation of U.S. export control and sanctions Laws.

13.21.2. Altium is a multinational company and may have employees located in, or providing services or support from, different countries. You may not send, transfer, release or otherwise provide Altium with access to data that is subject to export licensing or other similar requirements including technical data subject to the International Traffic in Arms Regulations, technology subject to controls under the Export Administration Regulations, data controlled for national security reasons or other data, technology or software that requires a license for export, re-export or transfer or which may otherwise not be provided to Altium under applicable Laws without prior notice to Altium and express written confirmation or protocols that such data may be received. You bear all responsibility for safeguarding Your Data in accordance with applicable Laws. In the event a violation of Law occurs as a result of the release, transfer, storage or provision of access to Your Data to Altium, You agree to promptly notify Altium and to indemnify and hold Altium harmless.

13.22. Additional Terms for Australian Customers. If Your place of business is in Australia, the following additional terms apply to You:

13.22.1. Australian Consumer Law. The consumer protection legislation contained in Schedule 2 to the Competition and Consumer Act 2010 (Cth) (CCA), as amended from time to time (the "**Australian Consumer Law**") may apply to some instances in which Altium provides the Altium Products to Australian customers. The Australian Consumer Law includes certain statutory guarantees that cannot be excluded by law and rights to obtain remedies or compensation in some circumstances. The Australian Consumer Law unfair contract terms regime may apply to the supply of the Altium Products by Altium to certain Australian customers. Nothing in the Agreement excludes, restricts or modifies the application of any part of the Australian Consumer Law, or the exercise of any right or remedy conferred by the Australian Consumer Law. Additionally, the following sections of this MSA only apply to the extent they do not conflict with the Australian Consumer Law statutory consumer guarantees: Section 2.6 (Authorized Users), 2.11 (Third-Party Services), 2.12 (Beta Solutions), 4.2 (Security), 6.2 (Payment Terms), 7.1 (Your Data), 9.2 (Termination), 10.2 (Warranties By Altium), 10.4 (Disclaimers), 11.1 (Indemnification By You), 11.5 (Exclusive Remedy), 12.1 (Consequential Damages and Economic Losses Exclusion), 12.2 (Limitation of Liability), and 13.16 (Reliance).

13.22.2.Warranty Against Defects. The Altium Products come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Altium Products, You are entitled: (a) to cancel the Agreement or relevant Ordering Document with us; and (b) to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, You are entitled to have problems with the Altium Products rectified in a reasonable time and, if this is not done, to terminate the Agreement or relevant Ordering Document and obtain a refund for the unused portion of the Agreement or Ordering Document.

13.22.3.Additional Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALTIUM'S LIABILITY TO YOU FOR ANY NON-COMPLIANCE WITH THE AUSTRALIAN CONSUMER LAW STATUTORY CONSUMER GUARANTEES SHALL BE LIMITED TO: (A) THE RESUPPLY OF THE ALTIUM PRODUCTS OR RELATED SERVICES; OR (B) THE COST OF RE-SUPPLYING THE ALTIUM PRODUCTS OR RELATED SERVICES.

13.22.4.Arbitration. Section 13.9 shall not apply to You to the extent that the Australian Consumer Law unfair contract terms apply to the entering into, or provision of Altium Products under the Agreement (in which case, You may bring proceedings in an Australian court).

EXHIBIT 1

Definitions

«**Account Credentials**» has the meaning given to it in Section 2.6.

«**Affiliate**» means, for any entity, any other entity that, directly or indirectly, Controls, is Controlled by or is under common Control with such entity.

«**Altium Cloud Application**» means any software application developed, operated, or maintained by Altium or its Affiliate or a Third-Party Provider and that is hosted on and accessible from Altium's cloud infrastructure. This includes all associated features, functionalities and Updates of such software application made available to users through a web interface or other remote means. Altium Cloud Applications may be offered directly by Altium or its Affiliates, through Third-Party Providers, or via integrations with other platforms and are intended to be used with Altium Desktop Software or Altium Cloud Services.

«**Altium Cloud Services**» means any platform, Software, and service offerings of Altium or its Affiliate that are deployed on a software-as-a-service or cloud basis and designated as Altium Cloud Services in an Ordering Document. Altium Cloud Services also include Altium Cloud Applications which are owned by Altium or its Affiliate.

«**Altium Competitor**» means any competitor of Altium, including any entity engaged in the business of developing, licensing, providing or commercializing software or other products related to printed circuit board design or related electronic design automation tools.

«**Altium Desktop Extension**» means any software, feature, or functionality that enhances or adds to the capabilities of the Altium Desktop Software. This includes plugins, add-ons, or modules developed using the Altium Products or any Altium API or Altium software developer kit that is separately licensed by You. Altium Desktop Extensions may be offered directly by Altium or its Affiliates or through Third-Party Providers.

«**Altium Desktop Software**» means any software of Altium or its Affiliate that is installed and run on a personal or work computer (desktop or laptop) and designated as Altium Desktop Software in an Ordering Document. For the avoidance of doubt, Altium Desktop Software excludes any Altium On-Premise Software.

«**Altium Indemnitees**» has the meaning given to it in Section 11.1.

«**Altium On-Premise Software**» means any platform and software of Altium or its Affiliates that are deployed on an on-premise basis on Your network infrastructure and designated as Altium On-Premise Software in an Ordering Document. For the avoidance of doubt, Altium On-Premise Software excludes any Altium Desktop Software.

«**Altium Products**» means: (a) the Altium Cloud Services, (b) Altium Desktop Software, (c) Altium On-Premise Software, (d) Beta Solutions, (e) Altium Cloud Applications (excluding any Altium Cloud Applications provided by a Third-Party Provider or by Altium via a Third-Party Provider), (f) Altium Desktop Extensions (excluding any Altium Desktop Extensions provided by a Third-Party Provider or by Altium via a Third-Party Provider), (g) Libraries, (h) any other products, services, or offerings of Altium or its Affiliate set forth on Your Ordering Document, (i) all Updates, upgrades, or configurations of any of the foregoing, (j) any mobile application of Altium or its Affiliates, and (k) all Documentation related to any of the foregoing, in all cases, made available to You by Altium from time to time during the Term, but expressly excluding in all cases any Third-Party Services.

«**Authorized Users**» means any employee, contractor, or other authorized representative of You who is authorized to use the Altium Products under the terms of the Agreement.

«**Auto-Renewal**» has the meaning given to it in Section 2.4.3.

«**Beta Solutions**» means trial, "MVP", alpha or beta version or versions of any Altium products, software, features, or functionalities that are not generally available to Altium's customers and that are offered at no charge or at a discounted charge.

“Confidential Information” means any of the disclosing Party’s confidential or proprietary information that is disclosed in any manner to the receiving Party and that, at the time of disclosure, either (a) is marked as being **“confidential”** or **“proprietary,”** (b) is otherwise reasonably identifiable as confidential or proprietary information, or (c) under the circumstances of disclosure, should reasonably be considered as confidential or proprietary. Altium’s Confidential Information includes the terms of the Agreement, the Altium Products and Beta Solutions information relating to the APIs and SDKs, any Altium source code, sample code, scripts and all types of non-public proprietary technical or business information, including data, algorithms, methodologies, strategies, specifications, reports, pricing, marketing information, software, and other types of nonpublic information. Confidential Information does not include information that (1) is or becomes public without breach of the Agreement through no fault of the receiving Party, (2) was lawfully and demonstrably in the receiving Party’s possession prior to receipt from the disclosing Party, (3) was developed by the receiving Party independently and without use of or reference to the disclosing Party’s Confidential Information, as evidenced by the receiving Party’s written records, or (4) was received from a third-party without any restrictions on disclosure and without breach of a nondisclosure obligation. Except as explicitly set forth in the Agreement, the receiving Party obtains no right, title, interest or license in or to the disclosing Party’s Confidential Information.

“Control” means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract, or otherwise.

“Data Protection Law” means (i) the EU General Data Protection Regulation 2016/679 (**“GDPR”**) and laws or regulations implementing or supplementing the GDPR; and (ii) any other international, federal, state, provincial and local privacy or data protection laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective that apply to the processing of Personal Data under the Agreement.

“Documentation” means the published technical requirements, performance parameters and specifications for the Altium Products and any other written materials and support documentation related to the Altium Products that Altium makes available to You for the current version of the Altium Products.

“Embargoed Countries” has the meaning given to it in Section 13.20.1.

“Feedback” has the meaning given to it in Section 5.2.

“Fees” has the meaning given to it in Section 6.1.

“Global License Rights” means the right to use the Altium Products at multiple pre-designated sites worldwide.

“ICC Rules” has the meaning given to it in Section 13.9.1.

“Intellectual Property” means any and all patents, utility models, copyrights (including software and source code), trademarks, trade names, service marks, trade dress, trade secrets, mask works, circuit layouts, database rights, design rights, technical data, know-how, business processes, and all other proprietary rights, whether registered or unregistered, together with any applications, extensions, renewals, or equivalents thereof, arising or enforceable under the Laws of any jurisdiction or international treaty regime.

“Law” means any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction of or by any federal, state, municipal, local, territorial or other governmental department, regulatory authority, judicial or administrative body, whether domestic, foreign or international. For the avoidance of doubt, Law includes Data Protection Law.

«Libraries» means collections of pre-compiled software components and data that are supplied as part of the Altium Products.

“Permitted Purpose” has the meaning given to it in Section 2.1.

“Personal Data” means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, consumer, or household.

“Product-Specific Terms” has the meaning given to it in Section 2.4.

“Professional Services” means any professional services provided by Altium to You, including consulting, implementation, design, engineering, or training services, provided by Altium to You.

“Regional License Rights” shall be defined in the relevant Ordering Document.

“Term” has the meaning given to it in Section 9.1.

“Third-Party Provider” has the meaning given to it in Section 2.11.

“Third-Party Service” has the meaning given to it in Section 2.11.

“Third-Party Terms” has the meaning given to it in Section 2.11.

“Update” means any bug fix, workaround, patch, new release, new version, enhancement, modification or improvement.

“Your Data” has the meaning given to it in Section 7.1.

EXHIBIT 2

Professional Services Addendum

This Professional Services Addendum (“PSA”) applies solely to Professional Services and is subject to the terms of the Agreement. This PSA does not apply to other Altium Products or services. Any capitalized terms used but not defined herein have the meaning given to them in the Agreement.

1.Scope of Services.

- 1.1. Statements of Work and Professional Services. In accordance with the terms of this PSA, Altium will provide to You the Professional Services described in each statement of work that is mutually agreed by the Parties and references this PSA (each, a “**Statement of Work**” or “**SOW**”), including any work product, deliverables, technology or tangible results or output that are produced or developed by or with Altium (including those created for, jointly or in collaboration with You) and provided to You as specified in the applicable SOW (the “**Deliverables**”). From time to time during the Term, the parties may mutually identify additional Professional Services or Deliverables not covered by an existing SOW, and those additional Professional Services and Deliverables will be described in a Change Order to an existing SOW or in a new SOW. No SOW will be binding on the parties unless signed by an authorized representative of each party, at which time that SOW will be incorporated into and made part of the Agreement. Each SOW will be uniquely identified by a SOW name and date.
- 1.2. Provision of Professional Services. Except as otherwise specified in a SOW, Altium will determine the method, details, and means of performing Professional Services.
- 1.3. Change Orders. You may request modifications that reasonably relate to the scope of Professional Services or Deliverables under a SOW (a “**Change**”) by delivering a written request to Altium specifying the desired Change. Altium has discretion to consider Changes, and if Altium elects to pursue the requested Change, Altium will submit a proposed written change order to You in the form set forth in the applicable SOW (“**Change Order**”) specifying the Change (including any associated changes to the Fees and the schedule for performance and delivery of the Professional Services and Deliverables). The parties will cooperate with each other in good faith in discussing the scope and nature of the proposed Change Order, the availability of Altium personnel, expertise and resources to perform the Change Order, and the time period in which the Change Order will be implemented. Neither party is obligated to proceed with any Change unless and until it is reflected in a Change Order that is mutually agreed by an authorized representative of each party. Change Orders executed by both parties are deemed to be incorporated into the Agreement. For clarification purposes, phone conversations and email exchanges between the parties’ representatives do not constitute a Change Order and are not official documentation of any change in the scope of Professional Services, Deliverables, or other terms set forth in a SOW.
- 1.4. Your Responsibilities. You will perform Your responsibilities as described in the Agreement, including this PSA and in each applicable SOW. Altium will not be liable for any delay in performance of the Professional Services or any breach of the Agreement or the relevant SOW to the extent the delay or breach results from, or is attributable to, delay or failure on the part of You in performing Your obligations or responsibilities.
- 1.5. External Materials. Altium shall have no liability with respect to any non-conformity of any third-party or Your materials, technology or services not provided by Altium (together, “**External Materials**”). For example, You may not withhold payment for Professional Services or any Deliverable due to delays or shortcomings of third-party providers or External Materials, even if the External Materials are required for You to use Deliverables or receive the benefit of the Professional Services. Altium’s sole obligation with respect to any deficiency or defect in External Materials is to promptly report any relevant and material issues Altium becomes aware of to You. You shall then arrange for correction or replacement of External Materials with conforming materials from an alternative source, unless otherwise agreed in a Change Order. Altium will only investigate, validate, correct or replace External Materials if the Parties have mutually agreed to additional fees for Altium’s performance of those additional services in a Change Order or SOW. You hereby grant to Altium and its Affiliates a non-exclusive, non-transferable, royalty-free license to use the External Materials as necessary for Altium’s performance of the Professional Services.

2. Intellectual Property.

- 2.1. Ownership. Except as otherwise stated in the Agreement or this PSA, all right, title and interest in and to the Professional Services and Deliverables, and all Intellectual Property rights embodied therein, including techniques, knowledge or processes of the Professional Services or Deliverables (whether or not developed for You), shall be solely and exclusively owned by Altium, and to the extent You acquire any such right, title or interest, You hereby assign to Altium all such right, title and interest. Where such assignment is not permitted or enforceable under applicable Laws, You hereby grant Altium an exclusive, perpetual, irrevocable, worldwide, royalty-free, and transferable license (with the right to sublicense) to use, reproduce, distribute, modify, and commercialize such right, title and interest for any purpose.
- 2.2. License. Upon Your payment of all amounts due under the SOW under which the Deliverables are to be produced and delivered to You, subject to Your compliance with the Agreement, You are granted a non-exclusive, non-transferable, royalty-free license for the duration of the term of Your license or subscription to the Altium Product for which the Professional Services are being provided to You to use any Deliverables provided to You by Altium for Your internal business purposes, and to otherwise use the relevant Altium Product as permitted by the Agreement.
- 2.3. Custom Works. From time to time, as part of the Professional Services, Altium may be engaged to develop certain Deliverables which are specific to Your specifications or requirements and which are designated as “**Custom Works**” in the relevant SOW (“**Custom Works**”). “**Custom Works**” do not include tools of general application or ideas, concepts, know-how, methods, techniques or skills developed, gained or learned by Altium or any Intellectual Property therein, or any Intellectual Property existing as of the effective date of the applicable SOW or otherwise arising outside of the Professional Services (including Altium Products), which will be deemed part of the license granted under Section 2.2 above if they are made available to you in connection with the Professional Services. If Custom Works are set forth in a SOW, one of the following ownership models will apply to such Custom Works as specifically designated in the SOW. If no model has been designated in the SOW, the “**Perpetual License**” model will apply.
 - a. Customer Ownership Model. Upon full payment of the fees payable by You for the Professional Services and Custom Works, the applicable Custom Works shall be owned by You and Altium will assign such Custom Works to You, subject to You granting Altium and its Affiliates a non-exclusive, royalty-free license during the term of the applicable SOW to use the Custom Works as necessary to perform the Professional Services and other obligations owed to You.
 - b. Perpetual License Model. The applicable Custom Works shall be solely and exclusively owned by Altium, subject to Altium granting You, upon Your payment of all amounts owed for the Professional Services and Custom Works, a perpetual, non-exclusive, non-transferable, royalty-free license to use such Custom Works.
- 2.4. Residuals. Notwithstanding anything to the contrary in this PSA, Altium and its Affiliates will be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, methodologies, and techniques that it acquires or uses in the course of providing the Professional Services for any purpose. In no event will Altium or its Affiliates be precluded from developing for itself, or for others, items that are competitive with the Deliverables, irrespective of their similarity to the Deliverables.

3.Fees.

- 3.1 Invoicing and Payment. You will pay Altium the Fees set forth in each SOW in accordance with the terms of the Agreement, including with respect to taxes.
- 3.2 Expenses. Unless otherwise set forth in the SOW, You will reimburse Altium for its actual and reasonable out-of-pocket expenses incurred directly in connection with the Professional Services; provided, however, that You will reimburse Altium for travel expenses at cost plus 20%. Altium will separately invoice You for out-of-pocket expenses and travel expenses.

4. Additional Termination Rights.

- 4.1 Termination for Convenience. In addition to the parties' termination rights set forth in Section 9 of the MSA, either party may terminate any Statement of Work upon at least 90 days' prior written notice.
- 4.2 Effect of Termination. In addition to any effects of termination or expiration set forth in the Agreement, upon termination or expiration of any SOW, Altium will promptly cease providing the affected Professional Services. Termination of any SOW will not affect Your obligation to pay to Altium Fees due for Professional Services rendered prior to termination. Within seven days after Altium's receipt of Your payment of the relevant Fees under the applicable SOW, Altium shall deliver to You all Deliverables then in progress under that SOW.
- 4.3 Survival. The terms of Sections 2, 3, 4.2, 4.3 and 6 of this PSA will survive expiration or termination of the Agreement or any SOW.

5. Additional Warranties. The following representations and warranties are in addition to and subject to Section 10 of the MSA.

- 5.1. Warranties. Each party represents and warrants that it has the right to execute and perform its obligations under this PSA. Altium represents and warrants to You that Altium will perform the Professional Services using commercially reasonable care and skill and as described in the applicable SOW. You represent and warrant to Altium that You (A) are the lawful owner or licensee of any External Materials provided to Altium for the performance of Professional Services and (B) have the right to permit Altium's access to, or use of, such External Materials.

6. Indemnification.

6.1. By Altium.

- a. Indemnity. Altium will defend You and Your officers, directors, and employees (the "**Indemnified Parties**") from and against any third-party claim that the Professional Services or any Deliverable (as provided by Altium) directly infringes or misappropriates any Intellectual Property rights of a third-party (a "**Claim**"), provided that (i) Your use of the Professional Services and Deliverables is in compliance with the Agreement and (ii) You provide Altium with prompt written notice of all allegations of such Claim. Altium will indemnify You against all damages finally awarded against You (or the amount of any settlement Altium enters into) with respect to any Claims.
- b. Resolution of Claims. In the event of a Claim or if Altium believes a Claim is likely, Altium may, at its option and at no expense to You, and in addition to Altium's obligations in Section 7.1(a), (1) obtain for You, by license or other release from the Claim, the right to continue to use the Professional Services or Deliverable in accordance with this PSA, (2) provide You with a substitute, functionally equivalent and non-infringing version of the Professional Service or Deliverable, or (3) modify the Professional Service or Deliverable to make it non-infringing and functionally equivalent in all material respects. If, despite the exercise of prompt and commercially reasonable efforts (in the context of revenues retained by Altium under any SOW), Altium is unable to accomplish any of options (1), (2) or (3) above, then Altium may terminate any SOW by providing You with at least 30 days' prior written notice.
- c. Limitations and Restrictions. Notwithstanding Section 6.1(a), Altium will have no obligation to defend or indemnify You or any Indemnified Party for any Claim to the extent it arises out of or results from: (1) Your instructions, specifications or requirements, or any other industry-adopted specification or standard, including any de facto industry standard, regardless of whether such specification or standard has been formally issued, adopted, or promulgated by a recognized standards-setting organization or industry consortium ("**Specifications**") or Altium's compliance with such Specifications; (2) External Materials; (3) Your use of the Professional Services or Deliverables in combination with any product or service not provided to You by Altium or with which they were not intended to be combined; (4) the modification of or addition to (or attempted modification of or addition to) any Professional Services or Deliverables by anyone other than Altium or on Altium's behalf, or the use of such modification of or addition to any Professional Services or Deliverables; (5) modifications or additions made to the Professional Services or Deliverables by Altium or any third-party at the request of You or to the Specifications; (6) the use of the Professional Services or Deliverables other than in compliance with applicable specifications or the rights granted under this PSA; (7) Your use of any Third Party Services, including any breach of any Third Party Terms; (8) Your Data, or (9) Your gross negligence, willful misconduct, or fraud. You will take reasonable actions to mitigate damages for which Altium is obligated to indemnify You or any Indemnified Party.

- 6.2. By You. You will defend the Altium Indemnitees from and against any third-party claim resulting from any External Materials provided by You, or Altium's use thereof. You will indemnify the Altium Indemnitees against all damages awarded against the Altium Indemnitees (or the amount of any settlement any Altium Indemnitee enters into) with respect to such claims.
- 6.3. Procedure. All claims made by a Party under this Section 6 shall be made in accordance with Section 11.3 of the MSA. The provisions of this Section 6 state the sole, exclusive, and entire liability of the Parties to the other Party, and is the other Party's sole remedy, with respect to covered third party claims.