

anyLogistix PLE Software Licensing Agreement

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- c. **Limitation of Liability Upon Termination.** Except as expressly set forth herein, AnyLogic shall not incur any liability whatsoever for any damage, loss, or expenses of any kind suffered or incurred by Licensee arising from or incident to any termination or cancellation of this Agreement by either party which complies with

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- d. Survival. Sections of this Agreement which shall survive the termination or expiration of this Agreement include, but are not limited to Sections **Error! Reference source not found.**, 3, 4, 5, 8, and 10-18 .

9. Licensee's Business Practices.

Licensee shall (a) comply with all applicable laws and regulations of the United States, including the United States Foreign Corrupt Practices Act, (b) avoid deceptive, misleading or unethical practices, and (c) conduct business in a manner that reflects favorably at all times on the Software and AnyLogic's goodwill and reputation.

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18. Miscellaneous.

- a. Relationship of the Parties. Licensee acknowledges that its business is separate and apart from the AnyLogic's business. Nothing contained in this Agreement may be deemed to create the relationships of employer and employee, master and servant, franchisor and franchisee, partnership or joint venture between the parties.

- b. Further Assurances. Each party shall take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may reasonably be necessary for the implementation or continuing performance of this Agreement.
- c. Notices. All Notices and other communications hereunder will be in writing and will be deemed given when received if (i) hand delivered; (ii) transmitted by facsimile or email; or (iii) mailed by certified or registered mail, return receipt requested, or dispatched by expedited delivery service to the respective addresses as either Party may designate.
- d. Jurisdiction; Choice of Law. This Agreement will be governed by and construed under the laws of the United States of America and, to the extent not inconsistent therewith, the laws of the State of Illinois without regard to conflicts-of-laws principles that would require the application of any other law. Any proceeding arising out of or relating to this Agreement must be brought in the courts of Cook County, Illinois and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding will be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. The parties agree that either or both of them may file a copy of this Section with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. In any action at law or in equity to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements incurred both before and after judgment in addition to any other relief to which such party may be entitled.
- e. Waiver; Remedies Cumulative. Except as otherwise provided herein, the rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law: (i) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by a party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by such party; (ii) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

- f.** Assignments, Successors, and No Third-Party Rights. Licensee may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of AnyLogic. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as will inure to a successor or permitted assignee pursuant to this Section.
- g.** Costs, Expenses and Attorneys' Fees. If either party commences any action or proceeding against the other to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from losing party (in addition to any other damages) the actual costs, expenses and attorneys' fees (including all related costs and expenses), incurred by the prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.
- h.** Separability. No part of the Agreement shall be construed as to create a partnership or joint venture between the parties hereto.
- i.** Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- j.** Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. Unless expressly indicated otherwise, all references to “Sections” refer to the corresponding Sections of this Agreement.
- k.** Acknowledgement. Licensee acknowledges that: (a) Licensee has read and understands this Agreement; (b) Licensee had an opportunity to have its legal counsel review this Agreement; and (c) that this Agreement has the same force and effect as a signed agreement.