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- **Maintenance Releases.** An AIMMS Maintenance Release is a release of the AIMMS Software, which is designated by Paragon as a change in the digit(s) of the

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As of AIMMS release 3.10, the release scheme per Maintenance Release is - to provide AIMMS customers with new features faster - modified as follows:

- **Feature Releases.** An AIMMS Feature Release is a particular version of a Maintenance Release, in which features to be included in that Maintenance Release will be added in a modular and stable manner. It may also provide new solvers, solver updates and bug fixes. Several Feature Releases will be made available during a calendar year and each Feature Release will include fixes and enhancements ready for use without the need to wait for the (next) Production Release. A Feature Release is recognized by the addition 'FR' in the *z*-component of the AIMMS Software version number [*x.y.z*].
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12. No Assignment. This Agreement and the license rights and obligations hereunder are personal to you and may not be assigned, sublicensed, delegated or otherwise transferred, in whole or in part (by contract, merger, operation of law, or otherwise). Any purported assignment, sublicense, transfer or delegation by you will be null and void.

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you must reimburse Paragon for the costs incurred in the audit and acquire the necessary additional licenses within thirty (30) days without benefit of any otherwise applicable discount. If you request in writing prior to the conduct of such audit, Paragon agrees to sign a confidentiality agreement reasonable in its terms to protect your privacy interests in the case of such an audit.

14. Termination. Notwithstanding anything in this Agreement to the contrary, and without prejudice to any other rights, Paragon may, at its option and in its sole discretion, terminate this Agreement and the license granted herein immediately if you or any person or entity using the Software by or through you, whether or not such use is permitted by or in accordance with this Agreement, should breach or fail to comply with the terms and conditions of this Agreement. In such event, you must uninstall and destroy all copies of the Software and all of its component parts and accompanying documentation (including any and all copies being used or held by others pursuant to any Third Party Agreements), and, on request of Paragon, certify said un-installation and destruction.

15. Other Paragon Entities and Supplier Rights. You acknowledge and agree that certain provisions set forth in this Agreement include covenants and obligations of you not only to Paragon, but also to other Paragon entities and third party suppliers, and that other provisions are expressed to be not only for the benefit of Paragon, but also for the benefit of such Paragon entities and third party suppliers. You further acknowledge and agree that each such Paragon entity and/or third party supplier is entitled in its or their own right to require by you the due performance of each such covenant or obligation and shall be entitled to each such benefit; and, to the extent necessary to establish such third party rights and benefits under applicable law, that Paragon enters into this Agreement, not only in its own right, but also as agent for each such Paragon entity and/or third party supplier.

16. Indemnification. You agree to indemnify, defend and hold Paragon, its parent and affiliated companies, and their suppliers and their respective directors, officers, employees, and agents harmless from and against any and all liability and costs, including reasonable attorneys' fees, incurred in connection with or arising out of (a) your violation or breach of any term or condition of this Agreement or any applicable law, regulation, policy or guideline, whether or not referenced herein; (b) your violation of any rights of any third party, including but not limited to infringement or misappropriation of any intellectual or proprietary rights of any third party; (c) your use or misuse of the Software, Combined Products, license keys, or documentation; (d) your use, sale, distribution, or sublicensing of the Software or Combined Products; (e) your failure to satisfy or provide in any way the Third Party Agreements in accordance with the requirements set forth in Section 4; and/or (f) the commission of any of the foregoing by any person or entity using the Software at your direction or request or with your permission or in connection with any Third Party Agreement entered by you as described in Section 4 hereof. This Section 16 will survive termination or expiration of this Agreement for any reason.

17. No Joint Venture or Other Relationship. Nothing in this Agreement is intended to or shall be construed as creating an agency, partnership, joint venture, franchise, or employment relationship between you and Paragon or any person or entity affiliated with or employed by Paragon.

18. Taxes. You agree you are and shall be responsible for all applicable taxes (including, without limitation, income, property, franchise, gross receipts, goods and services, excise, sales, use, and value added taxes), duties, fees, tariffs, or other governmental charges or expenses imposed by any taxing authority in connection with your licensing of the Software and Combined Products and on any transactions arising out of or related to use of the Software or Combined Products.

19. Injunctive Relief. You acknowledge that the use, copying, disclosure or dissemination of the Software, or the confidential or proprietary information embodied therein, in a manner not authorized by this Agreement, would cause irreparable harm to Paragon and its suppliers for which damages alone may not adequately compensate. You therefore agree that Paragon and its suppliers shall be entitled, in addition to any other remedies available to it or them at law or in equity, to such injunctive or other equitable relief as may be necessary or appropriate to prevent such unauthorized use, copying, disclosure or dissemina-

tion, or against the breach or threatened breach of this Agreement without the necessity of proving actual or irreparable damage.

20. Choice of Law; Legal Forum; Language. You agree that all disputes and matters whatsoever arising under, in connection with, or incident to this Agreement shall be governed by, and construed in accordance with, either the laws of the State of Washington, United States, without regard to the principles of conflict of laws, if you acquired the Software in the United States, or the laws of the Netherlands, without regard to the principles of conflict of laws, if you acquired the Software outside the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement. You also agree to be subject to the jurisdiction of federal and state courts located in the state of Washington or the courts located in the Netherlands. This choice of jurisdiction and venue does not prevent Paragon and its suppliers from seeking injunctive or provisional relief with respect to a violation of intellectual property rights or enforcement or recognition of any award or order in any appropriate jurisdiction. The original English version of the Agreement may have been translated into other languages. In the event of inconsistency or discrepancy between the English version and any other language version, the English version shall prevail.

21. Compliance with Laws. You agree to comply with all international and national laws that apply to any Software or other materials provided by Paragon or its suppliers pursuant to this Agreement. This includes, but is not limited to all end-user, end-use, export, and destination restrictions issued by the United States, European Union, and other governments having jurisdiction over the subject matter hereof. Without limitation on the foregoing, you agree the Software will not be shipped, transferred, or exported into any country into which such shipment, transfer, or export is prohibited by, or used in any manner prohibited by, the export laws, restrictions, or regulations of the United States of America (collectively "U.S. Export Laws"). In addition, to the extent the Software is identified as export-controlled under U.S. Export Laws, you represent and warrant that (a) you are not a resident of or otherwise located within any nation or territory identified in such laws as an embargoed nation or territory, (b) you are not otherwise prohibited under the U.S. Export Laws from receiving the Software, and (c) you do not intend for, and will not allow, the Software to be used by any person whose use of the Software is prohibited by the U.S. Export Laws. All rights herein granted for the use of the Software are subject to and conditioned upon compliance at all times with the conditions, representations and warranties in this Section and subject to revocation and termination without notice upon non-compliance at any time with the terms of this Section.

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Haarlem, The Netherlands, March 2012
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