

MAXWELL RENDER SOFTWARE END USER LICENSE AGREEMENT

(October 2016)

This Maxwell Render Software End User License Agreement ("Agreement" or "EULA") is entered into by and between **Next Limit S.L.** with principal offices at Calle Angel Cavero 2, Madrid, 28043, Spain ("**Next Limit**") and you ("**Customer**" or "**End User**").

1 **INTRODUCTION.** The terms and conditions of this Agreement apply to the licensing of Software and the provision of Maintenance and/or Services by Next Limit to Customer hereunder. Customer may not install or use the Software without a license for the Software. From time to time, Software licenses, Maintenance and/or Services may be acquired under this Agreement by Customer's submittal and Next Limit's acceptance, or an Authorized Reseller's acceptance, of an Order from Customer.

2 DEFINITIONS

- 2.1 "**Authorized Reseller**" means a reseller or distributor authorized by Next Limit to market, distribute and/or support the Software.
- 2.2 "**Authorized Users**" means Customer's: (i) employees, and (ii) contractors working on Customer's premises who are not competitors of Next Limit and have agreed in writing to use restrictions and confidentiality obligations no less restrictive than those set forth in this Agreement. Customer shall at all times be responsible for its Authorized Users' compliance with this Agreement.
- 2.3 "**Customer**" means the entity identified in the Order or any pre-order quotation as the "Customer", "Client" or "End User" of the Software.
- 2.4 "**Customer Computer**" means the Customer computer which runs the Software and uses its accompanying License.
- 2.5 "**Documentation**" means the user manuals and other written materials, in any form and on any media, provided by Next Limit for use with the Software.
- 2.6 "**Installation Site**" means the Customer facility identified in the Order where the Customer Computer resides, usually the Customer's principle place of business, or if the Software is purchased by, or is to be used by, a Customer branch office, the site of that branch office. Licenses may not be transferred to another country. Customers with multiple branches in multiple countries must purchase enough Licenses for each country separately.
- 2.7 "**Lease License**" or "**Rental License**" means a license of short-term duration (often a year). The specific license term of any Lease License acquired by Customer shall be set forth in the Order, and be subject to termination as set forth in this Agreement. Unless otherwise stated in the Order, for a Lease License, Maintenance during the license term is included in the Lease License fee.
- 2.8 "**Maintenance**" means software maintenance and technical support as described in Section 6.1 and 6.2 of this Agreement. Next Limit may delegate Maintenance obligations (including support) to subcontractors including Authorized Resellers.
- 2.9 "**Order**" means the Order agreed between Customer and Next Limit, or between Customer and an Authorized Reseller of Software, or any other mutually agreed upon order statement / document which references this Agreement and sets forth, among other things, the Software, Maintenance and/or Services to be provided by Next Limit to Customer hereunder and the fees to be paid by Customer. The Order can be in the form of an online purchase or manual purchase.
- 2.10 "**Paid-up License**" or "**Perpetual License**" means a license which has a term beginning on the date specified in the Order and continuing perpetually, subject to termination as set forth in this Agreement.
- 2.11 "**Services**" means training or other services, if any, purchased by Customer under this Agreement pursuant to a mutually agreed upon Order.
- 2.12 "**Software**" means the executable code version of the Maxwell Render computer program(s), and/or any related computer program(s), and/or any other computer program(s) bearing the Maxwell or Maxwell Render name, all of which are specified in the applicable Order, including any error corrections and subsequent releases thereto, furnished by Next Limit, or Authorized Resellers, to Customer. The terms of this Agreement apply to Software versions released after October 2016, and subsequent versions thereafter.

Additional terms with specific meanings are defined near where they first appear in this Agreement.

- 3 **GRANT OF LICENSE** Upon Next Limit's acceptance of Customer's Order, Next Limit grants to Customer, and Customer accepts from Next Limit, a non-exclusive, non-transferable license to use the Software specified in the Order (together with accompanying Documentation, if any), solely for Customer's own internal data processing purposes and subject to the terms and conditions of this Agreement. This license shall be in accordance with the limitations of the license type(s) and in the quantities specified in the Order. The license term(s) (duration) shall be as specified in the Order, subject to early termination as set forth in this Agreement.

4 LICENSE TYPES

- 4.1 **Standard/Commercial/User License:** If Customer acquires a license, or Software is licensed to Customer, under the terms "Standard" or "Commercial" or "User" for any Maxwell Render Software, access to and use of the Software will be limited to Authorized Users and may only be accessed or used in the country where the Installation Site is located. Maxwell Render standard/commercial/user Licenses are distributed as "nodelock" or "floating" and therefore may be used on single or multiple Customer Computers providing the number of concurrent Users is restricted to the number of Licenses purchased. Authorized Users may access the Software via a network provided Customer has purchased enough Licenses for each concurrent Authorized User that will access the Software via the network.
- 4.2 **RenderNode License:** If Customer acquires a RenderNode license to launch different calculations on different Customer Computers, access to and use of the Software will be limited to Customer Computers in the country where the Installation Site is located. RenderNode "floating" Licenses may be used on multiple Customer Computers but the number of concurrent Customer Computers accessing the Software is restricted to the number of Licenses purchased. Customer Computers may access the Software via a network provided Customer has purchased enough Licenses for each concurrent Customer Computer that will access the Software via the network.
- 4.3 **Educational License:** If Customer acquires a license, or Software is licensed to Customer, under the terms "Educational", "Student", "Faculty" or "Learning", Customer understands that the Software using this type of License will be restricted in numerous ways, and Customer agrees that, notwithstanding anything to the contrary elsewhere in this Agreement: (i) Customer may only use such Software for learning (non-commercial, non-production) purposes only; (ii) the term (duration) of the evaluation/demo license shall be as set forth in the Order but shall in normal circumstances not exceed one (1) year; (iii) such Software is provided on an "as is" basis, with no warranties of any kind; and (iv) Next Limit has no obligation to provide any Maintenance or support for such Software.
- 4.4 **Evaluation or Demo License:** If Software is licensed to Customer under an Evaluation License or as a Free/Demo version, Customer understands that the Software using this type of License will be restricted in numerous ways, and Customer agrees that, notwithstanding anything to the contrary elsewhere in this Agreement: (i) Customer may only use such Software for evaluation (non-commercial, non-production) purposes only; (ii) the term (duration) of the evaluation/demo license shall be as set forth in the Order but shall in normal circumstances not exceed thirty (30) days; (iii) such Software is provided on an "as is" basis, with no warranties of any kind; and (iv) Next Limit has no obligation to provide any Maintenance or support for such Software.

5 RESTRICTIONS AND PROTECTIONS

- 5.1 Customer acknowledges that the Software and its structure, organization and source code constitute and contain valuable trade secrets of Next Limit and/or its suppliers. Accordingly, Customer shall not: (i) reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software, or allow any third party to do the foregoing, (ii) modify, adapt, alter, translate or create derivative works from the Software or Documentation; (iii) sublicense, rent, loan, lease, sell, or otherwise transfer all or part of the Software or Documentation to any third party except as expressly permitted under this Agreement; (iv) allow any third party to access or use the Software on a service bureau, application service provider, time-sharing, or similar basis; (v) disable, modify or circumvent the license management system provided with the Software; (vi) remove, alter, or obscure any proprietary notices, labels, or marks from the Software or Documentation; (vii) disclose results of any Software benchmark tests without Next Limit's prior written consent; (viii) disclose, display, or permit access to or use of the Software or Documentation by persons other than Authorized Users using the Software and Documentation within the scope of the license acquired by Customer; or

(ix) otherwise use or copy the Software or Documentation except as expressly permitted under this Agreement. Customer agrees to notify Next Limit immediately of any unauthorized access to or use of the Software.

- 5.2 Customer may copy the Software for backup purposes. Any such copies made by Customer must reproduce and include, in exact form, all proprietary rights notices. Customer shall maintain records of the location of each copy of the Software, and the location and identity of the computers on which the Software is installed.
- 5.3 The Software and Documentation, and all worldwide intellectual property rights therein, are and remain the property of Next Limit and/or its suppliers. Nothing in this Agreement will be deemed to convey to Customer any title, ownership, or other intellectual property rights in or related to the Software or Documentation, and Customer agrees not to assert any such rights. All rights in and to the Software and Documentation not expressly granted to Customer in this Agreement are reserved by Next Limit and/or its suppliers.
- 5.4 Upon fifteen (15) days written notice, Next Limit may audit Customer's installation and use of the Software and Documentation. Customer shall cooperate with Next Limit's audit and provide reasonable assistance and access to information. In addition to any other remedies available to Next Limit, Customer agrees to pay within thirty (30) days of written notification any fees and charges applicable to Customer's use of the Software and Documentation in excess of Customer's license rights. Next Limit shall not be responsible for Customer's costs incurred in cooperating with the audit. Next Limit shall comply with Customer's reasonable security procedures while on Customer's facilities.
- 5.5 Except as required by applicable law, or as necessary for Customer to enforce or exercise its rights hereunder, Customer shall not disclose the terms of this Agreement or Next Limit's pricing in connection with this Agreement to any third-party.
- 5.6 Customer acknowledges that the obligations of Customer under this Section 5 are of a special and unique character which gives them peculiar value to Next Limit for which Next Limit cannot be reasonably or adequately compensated in damages in the event Customer breaches such obligations. Customer therefore agrees that injunctive relief is an appropriate remedy for such breach or threatened breach. Such relief shall be in addition to, and not in lieu of, any other rights or remedies in law or equity to which Next Limit may be entitled.

6 MAINTENANCE

- 6.1 If Customer acquires Maintenance for Software, or if Maintenance is included in the initial purchase of a License, then during the applicable Maintenance term and subject to the terms and conditions of this Agreement and subject to the limitations of license types in section 4 of this Agreement, Next Limit or Authorized Reseller will provide Customer with error corrections and subsequent releases of the Software (and updated Documentation), if any, that Next Limit, in its sole discretion, makes generally available at no additional charge to its end-users who are on Maintenance. Maintenance shall not entitle Customer to any release, option, module, or future product, which Next Limit, in its sole discretion, licenses separately or offers for an additional fee. Next Limit is under no obligation to develop any future programs or functionality. Next Limit reserves the right to discontinue, in whole or in part, and at any time, offering Maintenance for any Software or platform.
- 6.2 Further, if Customer acquires Maintenance for Software, or if Maintenance is included in the initial purchase of a License, then during the applicable Maintenance term and subject to the terms and conditions of this Agreement and subject to the limitations of license types in section 4 of this Agreement, Next Limit or Authorized Reseller will provide Customer with technical support in English via telephone, email and any other means Next Limit, in its sole discretion, makes generally available from time to time under technical support. Technical support is provided only for the then-current release and the immediately preceding release (as designated by Next Limit) of the Software, running unaltered, and on an appropriate hardware and operating system configuration, as specified in the applicable Documentation. Technical support is limited to reasonable assistance in response to Customer's technical support inquiries regarding: (i) Software installation, (ii) Software errors, and (iii) general questions regarding the usage of Software features. Technical support does not include training, consulting, on-site services, or the provision of engineering judgment for a customer-specific simulation. Upon Next Limit's request, Customer shall provide information required by Next Limit to verify that Customer and the specific license are entitled to technical support. To allow Next Limit to properly address technical issues, Next Limit may request that Customer provide files and other materials and information.
- 6.3 If Customer acquires Maintenance, the term and fees for Maintenance shall be set forth in the Order. Maintenance fees are due and payable in advance of the Maintenance term. Unless otherwise agreed to by the parties in writing: (i) annual

Maintenance renewal, if any, will be at Next Limit's then-current Maintenance prices, and (ii) to purchase any Maintenance, Customer is required to purchase Maintenance for all Software Customer has licensed from Next Limit. In the event that Maintenance expires or was not originally purchased, upon the commencement of Maintenance a reinstatement fee will be assessed in accordance with Next Limit's then current policies. In addition to any other remedies available to Next Limit, Next Limit reserves the right to refuse to provide Maintenance if Customer is overdue on any payment obligation under this Agreement.

- 6.4 Next Limit's sole and exclusive liability, and Customer's sole and exclusive remedy, for a failure to meet any obligation under Maintenance and failure to cure such deficiency after thirty (30) days written notice will be that Customer may terminate Maintenance for the Software involved.

7 ORDER AND DELIVERY

- 7.1 Next Limit reserves the right, in its sole discretion, to accept or reject any Customer Order.
- 7.2 Next Limit reserves the right to deliver the Software and Documentation either by making them available to Customer for electronic download or by physical delivery. Where the Software and Documentation are made available to Customer for electronic download, Next Limit is under no further delivery obligation, whether physical or otherwise. For electronic delivery, the delivery date shall be the date when the Software is made available to Customer electronically.

8 INSTALLATION AND AUTHORIZATION CODES

- 8.1 Customer shall be responsible for installation of the Software and all associated costs.
- 8.2 The software may require authorization codes (also known as "license keys") to run. Any such required authorization codes will be issued in accordance with Next Limit's then-current license management policy. Customer shall provide Next Limit with any information reasonably required by Next Limit to permit Next Limit to generate the necessary authorization codes. Next Limit has no obligation to provide authorization codes for any version of the Software which has been replaced by a more recent version.
- 8.3 Next Limit reserves the right to charge Next Limit's then-current administration fees whenever Next Limit, in response to a Customer request, generates and delivers to Customer replacement authorization codes for whatever reason, even if Customer has acquired Maintenance. Prior to any such delivery, Customer shall agree and pay in advance the appropriate administration fee. Next Limit has no obligation to provide replacement authorization codes for changes to the Customer Computer if: (i) the applicable Software is not covered by Maintenance; (ii) the Software is not supported on any proposed substitute computer; or (iii) if Customer is in breach of this Agreement.

9 FEES, TAXES AND PAYMENT

- 9.1 The terms in this Section 9.1 apply when Customer purchases directly from Next Limit: Customer shall pay in full all fees payable under this Agreement, including all fees under any and all Orders. All fees will be due and payable in the currency identified in the applicable Order, and if no currency is identified, then in the currency quoted and/or invoiced by Next Limit. Fees are due and payable as set forth in the Order, and if no payment due date is set forth in the applicable Order, all fees are due and payable immediately. Any amount not paid when due will bear interest until paid at the rate identified in the Order or invoice, and if no interest rate is identified, then the interest rate will be 1% per month until paid. In addition, Customer will reimburse Next Limit for any reasonable legal fees and other costs and expenses incurred in collecting past due amounts. Customer's payment obligations under this Agreement and any Orders are non-cancelable and the sums paid non-refundable, except to the extent expressly provided otherwise in this Agreement.
- 9.2 The terms in this Section 9.2 apply when Customer purchases from an Authorized Reseller: Customer pricing, payment and payment terms shall be as separately agreed upon between Customer and Authorized Reseller.
- 9.3 Fees are exclusive of all applicable sales, use, value added, and other taxes (and all applicable tariffs, customs duties and similar charges), and Customer will be responsible for payment of all such taxes, tariffs, duties and charges (and any related penalties and interest), payable in connection with this Agreement or the provision of Software, Documentation,

Maintenance, or Services hereunder. If Customer is claiming tax exemption status, Customer must provide a copy of a valid tax exemption certificate.

10 **WARRANTY; LIMITATIONS**

- 10.1 Except where specifically restricted by license type in section 4 of this Agreement, Next Limit warrants that the Software when used as permitted under this Agreement and in accordance with the instructions in the Documentation (including use on a computer hardware and operating system platform supported by Next Limit) will conform substantially to its associated Documentation for a period of thirty (30) days from the delivery date. Any claim by Customer of a breach of this warranty must be made in writing and within thirty (30) days of the purchase date.
- 10.2 Except as expressly stated in section 10.1 of this Agreement and to the extent not prohibited by applicable law, neither Next Limit nor any supplier of Next Limit make any warranties of any kind, with respect to the Software, Documentation, Maintenance, or Services provided under this Agreement. Next Limit further expressly disclaims the warranties of merchantability, fitness for a particular purpose and non-infringement. Next Limit makes no warranty that the operation of the software will be uninterrupted or error free.
- 10.3 Customer's exclusive remedy, and Next Limit's sole liability, for Software that does not meet the warranty set forth in Section 10.1 will be, at Next Limit's option: (i) to correct the non-conforming Software within a reasonable time so that it conforms to the warranty; (ii) to replace the non-conforming Software with another Next Limit software offering of substantially similar functionality; or (iii) if neither (i) or (ii) is commercially feasible, permit Customer to terminate the license as to the non-conforming Software. Next Limit will have no responsibility or obligation under the foregoing warranty or otherwise with respect to: (a) any Software that has been modified by anyone other than Next Limit, or (b) failure of the Software caused by Customer or its agents through accident, abuse or misapplication.

11 **LIMITATION OF LIABILITY**

- 11.1 Customer acknowledges that the Software along with the Documentation, Maintenance and any Services provided hereunder are only an aid in Customer's development of Customer's products and is not intended as a substitute for sound engineering judgment. Next Limit will not be liable in any manner whatsoever for the data output obtained through use of the Software. Customer shall, at its own expense, indemnify, defend and hold Next Limit harmless from and against any claim(s) brought against Next Limit by a third party arising out of, or related to, Customer's use of the data output obtained from use of the Software.
- 11.2 Neither Next Limit nor its suppliers will be liable for any indirect, consequential, incidental, exemplary, punitive or special damages (including lost data, savings, profits or revenues) arising from or related to this Agreement, even if Next Limit has been advised of the possibility of such loss or claim. Next Limit's total cumulative liability arising out of or relating to this Agreement, whether in contract, tort, or otherwise, will be limited to and will in no event exceed the amount actually paid by Customer to Next Limit under this Agreement for the specific item that is the subject matter of, or is directly related to the cause of action. Customer acknowledges that the fees reflect the allocation of risk set forth in this Agreement and that Next Limit would not enter into this Agreement without these limitations on liability. No action, regardless of form, arising out of or relating to this Agreement may be brought by customer more than one year after the cause of action accrued. To the extent any applicable law limits the scope of this section 11.2, this Agreement shall be interpreted to conform to such law in a manner that limits Next Limit's liability to the fullest extent allowed by law.

12 **TERM AND TERMINATION**

- 12.1 This Agreement will be effective as of the Effective Date and will remain in full force until terminated in accordance with this Agreement. Except where otherwise provided in this Agreement, this Agreement may be terminated as follows: (i) by either party upon thirty (30) days prior written notice upon the occurrence of a material breach by the other party of its obligations under this Agreement if such breach remains uncured at the end of the notice period, provided however that no cure period shall apply as to any material breach of Sections 3, 4, 5 and 14 of this Agreement by Customer and Next Limit may terminate this Agreement effective immediately upon written notice; or (ii) by Next Limit if it has reasonable cause to doubt the financial stability of Customer, such as concerns over the ability of

Customer to perform its obligations under this Agreement and in a sustainable manner, and has produced evidence of this assessment.

- 12.2 Upon termination of this Agreement, all licenses and service rights granted to Customer under this Agreement will automatically terminate, and Customer agrees to immediately cease using all Software and Documentation and promptly uninstall and erase all Software and Documentation (and related authorization codes) from all Customer computers. Within fifteen (15) days following termination, Customer shall return or destroy (at Next Limit's sole option) all originals and copies of the Software (and related authorization codes) and Documentation, and upon Next Limit's request, certify in writing that it has returned or destroyed (as applicable) all such originals and copies. Termination of this Agreement shall not relieve Customer from any obligation accrued on or before the date of termination. Provisions that survive termination of this Agreement include those in Sections 5, 6.4, 9, 10, 11, 12, 13, and 14 and others which by their nature are intended to survive.

13 INTELLECTUAL PROPERTY INDEMNITY

- 13.1 Next Limit shall, at its own expense and subject to the terms of this Agreement indemnify, defend and hold Customer harmless from and against any claim(s) brought against Customer by a third party alleging that the Software or any portion thereof as furnished under this Agreement and used within the scope of the licenses granted to Customer infringes any copyrights, trademarks or patents; provided that Customer gives Next Limit: (i) prompt written notice of such claim; (ii) assistance and information reasonably requested by Next Limit; and (iii) the sole authority to defend and settle such claim.
- 13.2 Notwithstanding the provision of Section 13.1, Next Limit shall have no liability for any infringement arising from: (i) the integration or combination of the Software together with other software, materials or products not integrated or combined by Next Limit, if the infringement would have been avoided in the absence of such integration or combination; (ii) the use of other than a current unaltered release of the Software available from Next Limit, if the infringement would have been avoided by the use of the then-current release; (iii) modifications to the Software that were not authorized by Next Limit or were undertaken at the request of or direction of Customer; or (iv) Customer's use of the Software in a manner that does not comply with this Agreement.
- 13.3 If the Software becomes, or in Next Limit's opinion is likely to become, the subject of an infringement claim, Next Limit may, at its sole option and expense, either: (i) substitute non-infringing software of substantially similar functionality; (ii) modify the infringing Software so that it no longer infringes but remains substantially similar in functionality; (iii) obtain for Customer, at Next Limit's expense, the right to continue use of such Software; or (iv) if none of the foregoing is commercially feasible, Next Limit will take back the Software involved, and grant Customer a refund or credit for the unused portion of the license fee and associated unused Maintenance fees actually paid to Next Limit for the Software involved, using a straight line amortization over sixty (60) months from initial delivery for Paid-up License(s). This Section 13 states Next Limit's entire liability and Customer's sole and exclusive remedy for infringement claims and actions.

14 MISCELLANEOUS

- 14.1 This Agreement, together with any schedules, exhibits and addenda attached hereto, and any and all mutually agreed upon Order(s) referencing this Agreement, constitute the complete agreement between Next Limit and Customer with respect to the subject matter hereof, and this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, with respect to the subject matter. If Customer issues a purchase order or other instrument covering the Software, Maintenance and/or Services provided under this Agreement, it is agreed that such document shall not be applicable and that any acceptance of such document by Next Limit shall be for acknowledgment purposes only. This agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by the authorized representatives of the parties.
- 14.2 This Agreement shall be construed and disputes hereunder shall be settled under the laws of Spain without regard to its conflict of laws principles. Next Limit and Customer agree to submit to the exclusive jurisdiction of, and venue in, the courts of Madrid, Spain, in any dispute arising out of or relating to this Agreement. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

- 14.3 The Software may be accompanied by or contain certain third party software, including open source software (collectively, “Third Party Software”), subject to third party terms and conditions and/or notices. To the extent expressly permitted by the applicable third party terms and conditions, Next Limit will pass through to Customer any warranties and indemnities provided by the third party. Except for any pass-through warranties and indemnities provided by the third party licensor, all third party software is provided "as-is," without warranties or liability of any kind by Next Limit. Customer agrees that Next Limit’s third party suppliers may enforce the provisions of this Agreement against Customer to the extent of their interest in the Third Party Software.
- 14.4 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. However, Customer may not assign or transfer, by operation of law or otherwise, this Agreement (or any of the licenses or other rights or obligations hereunder), without Next Limit's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. Next Limit may subcontract a service, or any part of it, to subcontractors selected by Next Limit, provided Next Limit will remain responsible to Customer for such subcontractor’s performance in accordance with this Agreement.
- 14.5 If any provision of this Agreement is invalid, the parties agree that such invalidity will not affect the validity of the remaining portions of this Agreement. The parties further agree to substitute a valid provision for the invalid provision which most closely approximates the intent and economic effect of the invalid provision.
- 14.6 Ambiguities, inconsistencies, or conflicts in this Agreement, will not be strictly construed against the drafter of this Agreement; rather, they will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting. The section headings in this Agreement are for convenience only and will not be of any effect in constructing the meaning of the Sections.
- 14.7 Except for the making of payment under this Agreement, neither party will be held liable or responsible for delay or failure to perform any of such party's obligations under this Agreement occasioned by any cause beyond its reasonable control, including but not limited to war; terrorist acts; civil disturbance; fire; flood; earthquake; acts or defaults of common carriers; governmental laws, acts, regulations, embargoes or orders; or any other cause, contingency or circumstance not subject to such party's reasonable control. The affected party will resume full performance of interrupted obligations as soon as practicable upon cessation of intervening causes.
- 14.8 All notices will be in writing and will be sent to the recipient’s address first set forth in this Agreement (or such other address as the recipient may designate by notice given in accordance with this Section). Notices permitted or required under this Agreement shall be delivered personally (including courier service), by certified or registered mail, return receipt requested, or by confirmed facsimile transmission. Notices shall be effective upon receipt. If notice is sent to Next Limit, it shall be directed to **Attn: Legal Department**.
- 14.9 Customer acknowledges and agrees that any and all consulting services performed or to be performed by Next Limit for Customer are independent of Customer's purchase and use of the Software licenses. Customer further agrees that payment under this Agreement for items purchased hereunder is in no way dependent or in any other way associated with the commencement, completion or delivery of consulting services.