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OF CAMWORKS® for Solid Edge**

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The Software is available in the following versions:

- (a) Demo version
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You are eligible to receive new releases, bug fixes, patches and support for the paid version of the Software only if you have enrolled in a 'Updated Software/Support Policy' (USP) with the initial purchase. The USP coverage will be enforced starting with an established anniversary date being the next 1<sup>st</sup> or 15<sup>th</sup> day of the month, from the date of license issue for a period of 12 months from the established date. On the expiration of such 12 months period referred above, you have the option to enroll in continuing USP coverage (if then available), for receiving new releases, bug fixes, patches and support for the paid version of the Software by paying the relevant annual maintenance fees

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12. **GOVERNING LAW; COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties with respect to the Software and Documentation. For purchases in the U.S., any claims arising under or relating to this Agreement will be governed by the internal substantive laws of the State of California or federal courts located in California, without reference to (i) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the Parties' rights or duties; (ii) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (iii) other international laws. For purchases in the U.S., each Party (i) hereby irrevocably agrees to submit to the jurisdiction and

venue in the courts of the State of California for all disputes and litigation arising under or relating to this Agreement and (ii) waives any right to a jury trial in any proceeding arising out of or related to this Agreement. For purchase outside the U.S., both Parties agree to the application of the laws of the country in which you obtained the Software license to govern, interpret, and enforce all of your and HCL's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without reference to (i) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the Parties' rights or duties; (ii) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (iii) other international laws. Furthermore, all rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, are subject to the jurisdiction of the courts of the country in which you obtained the Software license.

13. **NOTE.** The CAMWORKS technology Database is based on MS Access. To avoid security errors while installing CAMWORKS and when opening the technology database the macro security level for MS Access will be set to 'Low'.
14. The English language version of this Agreement shall be the authorized text for all purposes, despite translations or interpretations of this Agreement into other languages. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible and the remainder of this Agreement shall remain in full force and effect.
15. **MARKETING.** You hereby grant HCL, its employees, agents and contractors a worldwide, irrevocable license, without compensation, to use your logo and/or branding in and for general marketing, sales, and promotion purposes and you waive your right to inspect and/or approve each use of such materials.
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