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Regarding 3rd party products sold together with the Program please see section 19.

Regarding the use of open source please see section 20.

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IF YOU DO NOT ACCEPT THESE LICENSE TERMS, DO NOT USE THE SOFTWARE. INSTEAD, RETURN YOUR PRODUCT KEY TO YOUR PLACE OF PURCHASE FOR A REFUND OR CREDIT. If you cannot obtain a refund there, contact Licensor for information about Licensor's refund policies. See www.sigmaservice.net/licenseinformation.

AS DESCRIBED BELOW, USING THE SOFTWARE ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN COMPUTER INFORMATION DURING ACTIVATION, VALIDATION AND FOR INTERNET-BASED SERVICES.

1. LICENSE GRANT.

1.1. Licensor hereby grants You a non-transferable and non-exclusive right to use the Program for the number of users specified in the License Agreement.

1.2 The Program license may be available in several forms:

- (a) A Single-User License. For single-user licenses, the right of use is bound to a particular PC or other device and a particular named user through the identification of IDs in the device hardware, called a Host ID, and the (Windows) user name on the PC. It is possible for the User to move the license rights to another PC by prior arrangement with Licensor and/or the dealer who sold it.
- (b) A Multi-User License (license for concurrent users who share a license). For multi-user licenses, the license can be used by those users that the license specifically includes; however, the Program may not be used by more than one of these users simultaneously (i.e. there must only be one active user at a time for every multi-user license). A license server constantly checks the use of the Program. Notwithstanding

any error in the license server's management, You are not entitled to allow multiple, simultaneous users of the Program.

1.3 If You are in legal possession of:

- (a) the Program without having paid the license fees, the Program is considered to be a program for evaluation purposes only, and can be used on only one PC for at most 30 days from the date of installation, and may under no circumstances be used for commercial purposes. Your rights to use trial Program are limited to the trial period. You may have the option to convert your trial rights to subscription rights. Conversion options will be presented to you during and at the expiration of your trial period. After the expiration of any trial period without conversion the software may not be used anymore, but can be converted by obtaining a valid license. Using the Program as a evaluation version must also be in accordance with these license conditions.
- (b) a Program that is part of an education license in connection with an agreement between Licensor and a learning institution, the Program may solely be used for teaching purposes and under no circumstances may be used for commercial purposes. Students using the software must actively be studying at the learning institution.

2. SCOPE OF LICENSE.

2.1 The software is licensed, not sold. This agreement only gives you some rights to use the features included in the software edition you licensed. Licensor and its licensors and suppliers reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only for your own internal data-processing (and not, for example, for time-sharing, training, rental or as a service bureau), and as expressly permitted in this agreement.

2.2 The User is entitled to make a single backup copy of the Program, solely for the necessary for the User's lawful use of the Program, but You MAY NOT make ANY additional copies. The backup may only be used in case of degradation or destruction of the original program and its use is also subject to these license terms. You may not distribute the backup copy of the software. You may use it only to reinstall the software on the licensed device.

2.3 Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes. Unless otherwise provided by mandatory law, the User may not further copy the Program or its associated documentation, manuals, etc. without Licensor's prior written permission.

2.4 You may have access to templates, databases and other forms of content provided with the Programs or as part of a service associated with the Programs. You may copy and use the content in projects and documents, but you may not sell, license or distribute copies of these content forms by themselves or as a product.

2.5 The single primary user of the licensed device may access and use the Program installed on the licensed device remotely from any other device. You may allow others to access the software to provide you with support services. You do not need additional licenses for this access. No other person may use the Program under the same license for any other purpose.

2.6 You may use any development tools included in the Programs only to design, develop, test, use and demonstrate your programs with the Programs.

2.7 To upgrade or convert software, you must first be licensed for the software that is eligible for the upgrade or conversion. Upon upgrade or conversion, this agreement takes the place of the agreement for the software you upgraded or converted from. After you upgrade or convert, you may no longer use the software you upgraded or converted from.

2.8 If and to the extent that the Program is to be used in combination with any third-party database or other data sources, the decision to acquire any such products is Yours. You are solely responsible for and must acquire all necessary rights to access and use those products, even if Licensor assists you by identifying or selecting such products, and/or if You acquire any such products or rights to such products through or from Licensor. You assume the entire responsibility for obtaining, maintaining and complying with all software and other licenses required for Your needs. Please see www.sigmaservice.net/licensinformation for more information.

3. PROHIBITIONS; PROTECTIONS.

3.1 You will not engage in, and will not permit or assist any third party to engage in any of the uses or activities prohibited (or any uses or activities inconsistent with the limitations described) in Section 2 (SCOPE OF LICENSE) and this Section 3 (PROHIBITIONS; PROTECTIONS) (collectively, "Unauthorized Uses"). Any such Unauthorized Use, and any Installation of or Access to the Program provided under this Agreement, outside of the scope of the applicable license grants (including, without limitation, outside the applicable License Type and/or Permitted Number) or otherwise not in accordance with this Agreement, constitutes or results in infringement of Licensor's intellectual property rights as well as a breach of this Agreement. You will notify Licensor promptly of any such Unauthorized Uses or other unauthorized Installation or Access.

3.2 You may not

- (a) assign, transfer, sublease or deliver the application to a third party without prior consent from Licensor.
- (b) work around any usage restrictions or technical limitations in the software;
- (c) reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- (d) make more copies of the Program than specified in this agreement or allowed by applicable law, despite this limitation;
- (e) publish the Program for others to copy;
- (f) use the Program in any way that is against the law;
- (g) use components of the software to run applications not running on the software;
- (h) rent, lease or lend the software; or
- (i) use the Program for commercial software hosting services.

Without limitation of the generality of the foregoing, You may not utilize any equipment, device, software, or other means to (or designed to) circumvent or remove any tool or technical protection measure provided or made available by Licensor for managing, monitoring or controlling Installation of or access to the Program.

3.3 You may not break or change any security codes, and the User is not entitled to modify or remove entries in the Program, which are inserted by Licensor concerning rights, conditions, trademarks and the like.

3.4 You must take precautions to ensure that the Program is kept confidential from companies or people who are not parties to the signed license agreement.

3.5 You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

3.6 Exceptions to Prohibitions. The prohibitions contained in this Agreement, including, without limitation, this Section 3 (Prohibitions; Protections)), will not apply to the extent that applicable law (including, without limitation, laws implementing EC Directive 91/250 on the legal protection of computer programs and laws of other jurisdictions relating to similar subject matter)

does not allow such prohibitions to be enforced in the jurisdiction in which You maintains its principal office.

4. ACTIVATION.

4.1 Installation of and Access to the Program require, and the continued use thereof may from time to time require, activation codes or other means of validation issued by Licensor. Registration may be required before an activation code is issued by Licensor. You will provide Licensor and its Reseller with any information required for such registration and agrees that any information provided to Licensor or its Reseller will be accurate and current. You will also maintain and update Your registration information, on an ongoing basis, through customer data registration processes, including, without limitation, the Customer Information Form, which may be provided by Licensor. You acknowledge and agree that Licensor may use such information in accordance with its privacy policy (see Section 8 (Privacy)).

4.2 Activation associates the use of the Program with a specific device and person. During activation, the Program will send information about the software, the system environment, and the device to Licensor. **BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** If properly licensed, you have the right to use the version of the Program installed during the installation process up to the time permitted for activation. **UNLESS THE SOFTWARE IS ACTIVATED, YOU HAVE NO RIGHT TO USE THE SOFTWARE AFTER THE TIME PERMITTED FOR ACTIVATION.** This is to prevent its unlicensed use. **YOU ARE NOT PERMITTED TO BYPASS OR CIRCUMVENT ACTIVATION.** You can activate the software by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software.

5. VALIDATION.

5.1 The Program requires a regular connection to Licensor's server to validate the license. The Program will from time to time request download of the validation feature of the software. During this connection information such as the user name (Windows login name) and the user's Host ID is sent to the license server. Validation verifies that the software has been activated and is properly licensed. A validation check confirming that you are properly licensed permits you to use the software, certain features of the software or to obtain additional benefits. Validations and checks are carried out via the Internet, if possible, otherwise You must contact Licensor.

5.2 During or after a validation check, the software may send information about the software, the device and the results of the validation check to Licensor. This information includes, for example, the version and product key of the software and the Internet protocol address of the licensed device. **BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** You acknowledge and agree that Licensor may use such information in accordance with its privacy policy (see Section 8 (Privacy)).

5.3 If, after a validation check, the software is found to be counterfeit, improperly licensed, or a non-genuine product then the functionality or experience of using the software may be affected. For example, Licensor may provide notice that the software is improperly licensed and you may receive reminders to obtain a properly licensed copy of the software; or need to follow Licensor's instructions to be licensed to use the software and reactivate; and you may not be able to use or continue to use the software or some of the features of the software; or obtain certain updates or upgrades from Licensor.

5.4 You may only obtain updates or upgrades for the software from Licensor or authorized sources. For more information on obtaining updates from authorized sources, see www.CODEGROUP.com/genuine/downloads/faq.aspx.

6. INTERNET-BASED SERVICES. Licensor provides Internet-based services with the Program. It may change or cancel them at any time.

6.1 The Program can retrieve templates and estimating databases from Licensor and provide it to you by connecting to Licensor or service provider computer systems over the Internet. In some cases, such content and services may appear to be a feature or function within, or extension of, the Program on Your Computer even though hosted on such websites. The Program uses Internet protocols, to send computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the Program you are using, and the language code of the device where you installed the software to the appropriate systems. Licensor uses this information to provide You with additional information, features and functionality or to validate that the Program and/or content or services are being used as permitted under this Agreement or other applicable terms. In some cases, you will not receive a separate notice when they connect. In some cases, you may switch off these features or not use them. Such connectivity to Licensor websites is governed by Licensor's policies on privacy described in Section 8 (Privacy). **BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** Licensor does not use the information to identify or contact you.

6.2 Software with Click-to-Run technology may periodically check with Licensor for updates and supplements to the software. If found, these updates and supplements might be automatically downloaded and installed on your licensed device.

7. RENEWALS.

7.1. The initial term of each license expires as of the last day of the period chosen in your initial order for which you have paid the initial license fee, and if none is specified, 1 year after the date of your purchase. Renewal terms ("Renewal Terms") for periods selected in Your initial order, or if none is specified for twelve months each, commence automatically as of the expiration of the initial term and each successive Renewal Term, unless you cancel your subscription thirty (30) days before the end of the then current term. Fees for each Renewal Term are billed in the month prior to the expiration of the initial term and each successive Renewal Term. Cancelling a subscription, or failing to renew it, terminates the license and the right to use the Program as of the end of the then current Term.

7.2 Subscriber agrees that all payments will be made electronically.

(a) If Licensor is SIGMA ESTIMATES LLC accepted payments are being MasterCard, VISA, American Express or Discover credit or debit cards issued by a US bank. During the buy and/or activation process, you will be asked to provide a credit card number that we accept for payment of your initial license fee (if applicable) and the periodic subscription renewal fee; when you provide that information, you are authorizing us to charge the amounts you owe, then or later, to that credit card account and to demand immediate payment from the card issuer. Your name and address as it appears on your account must also be on the credit account from which Payment is made. At each renewal, we will charge you the rates in effect under your plan, plus any enhanced service charges or taxes at the time of subscription. Such rates may be updated by us from time to time and will be effective when published on the Licensor's website. Some charges (such as, but not limited to, surcharges) may accumulate in your account before you are charged for such amounts, or such amounts may be charged to you as assessed. Your billing cycle starts on the day the subscription purchase is successfully processed. Every time you use our Program subsequent to a Cancellation Date, you re-affirm that we are authorized to charge your card. You agree to authorize us to charge purchases made online to the credit card account supplied to us when the subscription was initiated, or the card that we have on file when the purchase is made.

(b) If Licensor is CodeGroup A/S, FI-card or wire transfer is accepted as stated on the invoice.

7.3 You agree to pay all costs and expenses, including without limitation attorney's fees, incurred us to collect any monies due under terms of this Agreement.

8. PRIVACY.

8.1 You acknowledge and agree that You (and third parties acting on Your behalf) may provide, and Licensor and its Resellers (and third parties acting on behalf of Licensor and its Resellers) may obtain, certain information and data with respect to You (including, without limitation, personal information) and Your business in connection with this Agreement, including, without limitation, information and data provided to or obtained by Licensor and its Resellers (or third parties acting on behalf of Licensor and its Resellers) through the Customer Information Form and otherwise, in connection with ordering, registration, activation, updating, validating entitlement to, auditing, monitoring Installation of and Access to Licensor Materials, Subscriptions and Services and managing the relationship with You. Connectivity to Licensor websites is governed by Licensor's policies on privacy. You hereby consent to Licensor maintaining, using, storing and disclosing such information and data (including, without limitation, personal information, if any) in conformity with Licensor's policies on privacy, as such policies may be updated from time to time, including without limitation Licensor's Privacy Policy. SIGMA ESTIMATES LLC's and CODEGROUP A/S Privacy Policy is currently located at <http://www.sigmaservice.net/licenseinformation>. Without limitation of the generality of the foregoing, You acknowledge that and agree that: (a) Licensor may from time to time prompt You (and third parties acting on Your behalf) to provide express agreement to the terms of Licensor's Privacy Policy and/or express agreement to specific uses of information and data (including, without limitation, personal information); (b) Licensor may use information and data, and may provide information and data (including, without limitation, information and data about Your use of Licensor Programs, Subscriptions, and Your support requests), to Licensor affiliates, Resellers and other third parties, in connection with the provision, maintenance, improvement, administration or usage of Program, Subscription or Services or in connection with enforcement of any agreements relating to Program, Subscription or Services; and (c) Licensor may make cross-border transfers of such information and data, including to jurisdictions with privacy or data protection laws that are less protective of You than the jurisdiction in which You are domiciled. You acknowledge and agree that such policies may be changed from time to time by Licensor and that, effective upon posting on Licensor's website or other written notice from Licensor; You will be subject to such changes.

8.2 Connectivity to websites of third parties is governed by the terms (including the disclaimers and notices) found on such sites or otherwise associated with the third-party content or services. Licensor does not control, endorse, or accept responsibility for any such third-party content or services, and any dealings between You and any third party in connection with such content or services, including, without limitation, such third party's privacy policies, use of personal information, delivery of and payment for goods and services, and any other terms associated with such dealings, are solely between You and such third party. Licensor may at any time, for any reason, modify or discontinue the availability of any third-party content or services. Access to and use of certain content and services (whether of Licensor or third parties) may require assent to separate terms and/or payment of additional fees.

8.3 At all times, Licensor is entitled to inform the User about updates, other products and changes in working relationships with prospective suppliers and dealers. The User is obligated to provide an e-mail address to Licensor so that information can be transmitted electronically.

9. LIMITED WARRANTY. DISCLAIMERS

9.1 Licensor warrants that, as of the date on which the Program are delivered to You and for ninety (90) days thereafter ("Warranty Period"), the Program will provide the general features and functions described in the User Documentation portion of the Program. Licensor's entire liability and Your exclusive remedy during the Warranty Period ("Limited Warranty") will be, with the exception of any statutory warranty or remedy that cannot be excluded or limited under law, at Licensor's option, (i) to attempt to correct or work around errors, if any, or (ii) to refund the license fees, if any, paid by You and terminate this Agreement or the license specific to such Program. Such refund is subject to the return, during the Warranty Period, of the Licensor Materials, with a copy of Your License Identification, to Licensor or the Reseller from which You acquired the Licensor Materials. THE

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9.3 **IN ADDITION, AND WITHOUT LIMITING THE FOREGOING, LICENSOR DOES NOT WARRANT: (A) THAT THE OPERATION OR OUTPUT OF THE PROGRAM WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, RELIABLE, OR COMPLETE, WHETHER OR NOT UNDER SUBSCRIPTION OR SUPPORT BY LICENSOR OR ANY THIRD PARTY; (B) THAT ERRORS WILL BE CORRECTED BY LICENSOR OR ANY THIRD PARTY; OR (C) THAT LICENSOR OR ANY THIRD PARTY WILL RESOLVE ANY PARTICULAR SUPPORT REQUEST OR THAT SUCH RESOLUTION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. NOTHING IN THE FOREGOING RESTRICTS THE EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED NOTWITHSTANDING A CONTRACTUAL RESTRICTION TO THE CONTRARY.**

9.4 In the event that the User or a third party makes changes to any of the standard modules (including but not limited to report files, templates or database structures) in the Program Licensor's obligations under Section 9.1 and any other applicable provision hereunder lapse immediately, and Licensor disclaims any liability for direct and indirect consequences of changes in the Program executed by the User or a third party.

10. LIMITATIONS OF LIABILITY

10.1 **IN NO EVENT WILL LICENSOR OR ITS LICENSORS OR SUPPLIERS HAVE ANY LIABILITY (DIRECTLY OR INDIRECTLY) TO YOU, ANY USER, OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES; FOR LOSS OF PROFITS, USE, REVENUE, OR DATA; OR FOR BUSINESS INTERRUPTION (REGARDLESS OF THE LEGAL THEORY FOR SEEKING SUCH DAMAGES OR OTHER LIABILITY).** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

10.2 **WITH RESPECT TO ANY OTHER CLAIMS FOR RELIEF OR DAMAGES, YOU CAN RECOVER FROM LICENSOR AND ITS LICENSORS AND SUPPLIERS ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE CURRENT YEAR'S USE OF THE SOFTWARE.**

10.3 These limitation applies to anything related to the Program, software, services, content (including code) on third party Internet sites, or third party programs; and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. These limits also apply even if repair, replacement or a refund for the software or the manufacturer or installer, or Licensor knew or should have known about the possibility of the damages.

10.4 THE LIMITATIONS OF LIABILITY IN THIS SECTION 10 (LIMITATIONS OF LIABILITY) WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO ANY DAMAGES OR OTHER LIABILITY, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, EVEN IF LICENSOR OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE AND EVEN IF THE LIMITED DAMAGES DO NOT FULLY COMPENSATE YOU FOR ANY LOSSES. ALSO, YOU AGREE THAT THE LICENSE, SUBSCRIPTION AND SERVICES FEES AND OTHER FEES CHARGED BY LICENSOR AND PAID BY YOU ARE BASED ON AND REFLECTIVE OF THE ALLOCATION OF RISK CONTEMPLATED BY THIS SECTION 10 AND THAT THE LIABILITY LIMITATIONS IN THIS SECTION 10 ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES.

11. TERMINATION AND SUSPENSION.

11.1 The right to use the Program is subject to a regular paid subscription. Terminating the subscription, or missing payments, terminates the right of use immediately and without prior notice.

11.2 Each of Licensor or You may terminate this Agreement, Your license as to the Program, Your Subscription and/or the provision of Services relating to the Program if the other party is in breach of this Agreement and fails to cure such breach within ten (10) days after written notice of the breach. In addition, Licensor may, as an alternative to termination, suspend Your license as to the Program, Your Subscription, the provision of Services relating to the Program, and/or other Licensor obligations or You rights under this Agreement (or under other terms, if any, relating to materials associated with the Program), if You fails to make a payment to Licensor or a Reseller or otherwise fails to comply with the provisions of this Agreement or other terms relating to any such license, Subscription, Services, or other associated materials. Licensor may also terminate this Agreement if You becomes subject to bankruptcy proceedings, becomes insolvent or makes an arrangement with Your creditors. This Agreement will terminate automatically without further notice or action by Licensor if You go into liquidation.

11.3 Upon termination or expiration of this Agreement, the licenses granted hereunder will terminate. Upon termination or expiration of any license granted to You, You must cease all use of Licensor Program to which such license applies, any Subscription (including, without limitation, associated services), and any Services and Uninstall all copies of the Licensor Program. At Licensor's request, You agree to destroy or return to Licensor or the Reseller from which they were acquired all Licensor materials. Licensor reserves the right to require You to show satisfactory proof that all copies of the Licensor Materials have been Uninstalled and, if so requested by Licensor, destroyed or returned to Licensor or the Reseller from which they were acquired. If Your Subscription is terminated or expires, any rights based on the Subscription will terminate.

11.4 In the event of a termination due to Your breach or the breach of any User, Licensor may seek damages for any direct losses Licensor may suffer or have suffered arising out of such breach.

11.5 If there is a risk of infringement of third party rights by the continued use of the Program, Licensor is entitled to its own choice of (a) providing the User with the right to continue using the Program, (b) changing the Program so that the violation ceases, or (c) terminating this License with immediate effect and in the latter case to reimburse the user license fee paid for the Program. Such reimbursement shall constitute Your sole and exclusive remedy for the early termination of the License and any claims of infringement. You cannot raise additional claims, including any claims against Licensor regarding the continued use of the Program.

12. FORCE MAJEURE. Neither party is responsible to the other if the circumstances of force majeure arise at either party or at a supplier, including as a result of war and mobilization, civil unrest, natural disasters, lockout, lack of supplies, fire, damage to production facilities, death of key personnel, computer viruses, import and export factors and other circumstances beyond the party's

control. Licensor will try to respond to such incidents, for example by providing a backup, audit controls, the use of antivirus systems and internal knowledge-sharing.

13. LICENSE TERMS AND PRICES

13.1 All Licenses are subject to Licensor's license terms and conditions, as they are amended from time to time and are available at Licensors' web site: <http://www.sigmaservice.net/licenseinformation>. The terms of such licenses as published with one month's prior written notice shall modify and supersede the terms set forth herein.

13.2 Licensor can at any time change the current prices for licenses and subscriptions with one month's prior written notice.

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16. ENTIRE AGREEMENT. This agreement (including the warranty above), additional terms (including any printed-paper license terms that accompany the software, and may modify or replace some or all of these terms), and the terms for supplements, updates, Internet-based services and support services that You use, are the entire agreement for the software and support services.

17. APPLICABLE LAW. This Agreement will be governed by and construed in accordance with the laws of (a) Denmark if, under the terms of opening paragraphs of this License, Your Licensor is CODEGROUP A/S, or (b) the State of Massachusetts (and, to the extent controlling, the federal laws of the United States) if, under the terms of opening paragraphs of this License, Your Licensor is SIGMA ESTIMATES LLC. The laws of such jurisdictions shall govern without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) this Agreement. In addition, each party agrees that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of): (a) the Suffolk County Superior Court of the State of Massachusetts, or the United States District Court for the District of Massachusetts in Boston, if Your Licensor is SIGMA ESTIMATES LLC, or (b) the Danish courts in the district court of CODEGROUP A/S's headquarters, if Your Licensor is CODEGROUP A/S. Nothing in the foregoing will prevent Licensor from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur.

18. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your

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