

AnyLogic Software as a Service (“SaaS”) Agreement

PLEASE READ ALL OF THE FOLLOWING SOFTWARE AS A SERVICE AGREEMENT (“AGREEMENT”) CAREFULLY AS IT CONTAINS INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS, EXCLUSIONS, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

THIS AGREEMENT IS A LEGALLY BINDING AGREEMENT BETWEEN ANYLOGIC NORTH AMERICA, LLC, (“**AnyLogic**”) AND YOU AND/OR THE ENTITY YOU REPRESENT (“**you**” or “**Client**”). ANYLOGIC IS WILLING TO PROVIDE YOU ACCESS TO ANYLOGIC’S CLOUD-BASED SERVICE ONLY ON THE CONDITION THAT YOU ACCEPT AND AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE AN INDIVIDUAL USING THE SERVICE, “CLIENT” REFERS TO YOU INDIVIDUALLY; IF YOU ARE ACCESSING THE SERVICE ON BEHALF OF AN ENTITY, “CLIENT” REFERS TO THAT ENTITY. EACH MAY BE REFERRED TO AS THE “PARTY” OR, COLLECTIVELY, AS THE “PARTIES.”

BY ACCESSING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT USE THE SERVICE.

1. Definitions

- a. “**Model**” means a simulation model and any data or information related to the simulation model including, but not limited to input data, parameters, spreadsheets, database tables, software components, dashboards, experiments, descriptions, images, and animation designs. Model includes both AnyLogic Models and Client Models (as defined herein).
- b. “**Model Output**” means any data or information obtained through running or performing any experiments with the Model including but not limited to model outputs, charts, plots, statistics, logs, reports, animations, pictures.
- c. “**Content**” means any data, information, web designs, documents, Models provided by AnyLogic to the Service (“AnyLogic Models”), Model Outputs generated from AnyLogic Models, simulation engines, libraries, software, products, and services contained or made available to Client in the course of using the Service.
- d. “**Term Start**” means the date upon which Client first receives access to the Service as a User or a guest user.
- e. “**Client Data**” means any data, information, Client Models, User Content (as described in Section 8), and any other information or material provided or submitted by Client and/or User to the Service in the course of using the Service.
- f. “**Service Generated Content**” means any documents and associated intellectual property generated or created for Client through the Service, including but not limited to Model Outputs generated from Models submitted by the Client to the Service (“Client Models”), or any other data or information derived through the Service.
- g. “**Intellectual Property Rights**” means any unpatented inventions, patent applications and pending patents, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, know-how and other trade secret rights, and all other intellectual

property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

- h. **“AnyLogic Technology”** means all of AnyLogic’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Client by AnyLogic in providing the Service.
- i. **“Service(s)”** means the specific edition of AnyLogic software, platform, or other services developed, operated, and maintained by AnyLogic, that are accessible via AnyLogic’s cloud-based web service at <https://cloud.anylogic.com> or another designated website or IP address, or ancillary online or offline products and services provided to Client by AnyLogic, to which Client is being granted access under this Agreement, including the AnyLogic Technology and the Content.
- j. **“User(s)”** means individual Clients or Client employees, representatives, consultants, contractors, clients, or agents who have submitted their identifications and passwords and have been authorized to use the Service.

2. License & Limitations

- a. AnyLogic hereby grants Client a nonexclusive, nontransferable, worldwide license to use the Service, solely for uploading, storing and executing Models, designing and performing experiments with the Models, such as simulation, scenario comparison, optimization, parameter variation, or sensitivity analysis, obtaining and exporting Model Outputs and inputs, viewing and interacting with Model animations, customizing experiment dashboards, embedding Models hosted on the Service within third party sites, publishing the Models for others to run and generate Model Outputs (which are also available publicly), and sharing the Models privately for other users to access and run the Models privately (collectively, the “Licensed Rights”), subject to the terms and conditions of this Agreement and any associated documentation (including any restrictions set forth on www.anylogic.com). The exact set of functions available to the User may depend on the User’s subscription status and type, and on the maintenance status of the AnyLogic software used to upload the Models as set forth on www.anylogic.com. All rights not expressly granted to Client are reserved by AnyLogic and its licensors. Client may not access or use the Service for any other purposes or in connection with third party applications, software, or programs not provided by AnyLogic, except with AnyLogic’s prior written consent. In addition, Client may not access or use the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. Client shall not
 - i. license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Service or the Content in any way;
 - ii. modify or make derivative works based upon the Service or the Content;
 - iii. “frame” or “mirror” any Content on any other server or wireless or Internet-based device; or

- iv. reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.
- b. Client shall not:
 - i. send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
 - ii. send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights;
 - iii. send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs;
 - iv. interfere with or disrupt the integrity or performance of the Service or the data contained therein;
 - v. or attempt to gain unauthorized access to the Service or its related systems or networks.

3. Service Upgrades, Maintenance and Support

- a. During the term of this Agreement, Client shall be entitled to web application software upgrades as provided in the sole discretion of AnyLogic. Upgrades shall be limited to the specific edition of the Service for which the Client is licensed.
- b. During the term of this Agreement, AnyLogic shall be responsible for providing maintenance and support for the AnyLogic Technology. All items delivered by AnyLogic in providing such support, including error corrections and upgrades, shall be deemed part of the Services and shall be subject to all terms and conditions of this Agreement.
- c. Routine support for the Service is provided to Clients and is available via: support tickets submitted through the Get Support form at <https://cloud.anylogic.com>. Support is subject to any applicable AnyLogic support policies and does not cover (and AnyLogic is not responsible for) issues arising from:
 - i. Client equipment, software, network connections or other infrastructure;
 - ii. use of the Service by Client in a manner not consistent with its documentation,
 - iii. modifications to the Service by any party other than Client, (iv) third party acts, services or systems, or
 - iv. general Internet problems, force majeure events or other factors outside of AnyLogic's reasonable control.

4. Client Responsibilities

Client is solely responsible for all activity occurring under Client's User accounts and shall abide by all applicable local, state, national, and foreign, laws, treaties and regulations in connection with Client's use of the Service, including those related to data privacy, international communications, and the transmission of technical or personal data. Client shall:

- a. notify AnyLogic immediately of any unauthorized use of any password or account or any other known or suspected breach of security;

- b. report to AnyLogic immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Client or Client Users; and
- c. not impersonate another AnyLogic user or provide false identity information to gain access to or use the Service.

5. Privacy

Client agrees to accept and be bound by AnyLogic's Privacy Policy, available at www.anylogic.com. Client shall be wholly responsible for ensuring that its employees, contractors, and customers (including students using the AnyLogic Technology and Service), are made aware of this Privacy Policy and that the appropriate consents have been obtained from them to collect, store and use their information on the Service.

6. Account Information and Client Data

AnyLogic does not own any Client Data. However, Client grants AnyLogic a limited, non-exclusive license during the Term to use the Client Data for purposes of providing the Service. Client, not AnyLogic, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, or right to display, share, or otherwise use all Client Data, and AnyLogic shall not under any circumstances be responsible or liable for Client's upload and use of Client Data on the Service or for the deletion, correction, destruction, damage, loss or failure to store any Client Data. In the event this Agreement is terminated for any reason, AnyLogic will permanently delete any Client Data within thirty (30) days following termination.

7. Service Generated Content; Model Outputs

Client shall own all right, title, and interest in and to the Service Generated Content. Notwithstanding the foregoing, Client grants AnyLogic a non-exclusive, non-transferable, non-sublicenseable license to use the Service Generated Content during the term for purposes of providing the Service. Although Client can export the Service Generated Content or Model Outputs in an Excel, text, or other available format during the Term, AnyLogic does not store any Service Generated Content following termination of this Agreement (for any reason). Further, in the event Client deletes a Model, all related Model Output and Service Generated Content is deleted as well. Therefore, Client is solely responsible for saving any Service Generated Content prior to deletion of a particular Client Model or termination of this Agreement. Upon termination of this Agreement for any reason, all Service Generated Content on the Service shall be deleted without further notice and without liability to AnyLogic. Similarly, any Model Outputs, whether considered Service Generated Content or AnyLogic's Content, shall be deleted without further notice and without liability to AnyLogic.

8. Intellectual Property Ownership

AnyLogic (and its licensors, where applicable) shall exclusively own all right, title, and interest, including all related Intellectual Property Rights, in and to the AnyLogic Technology, the Content (including any Model Outputs from AnyLogic Models), and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client or any other party relating to the Service. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the Service, the AnyLogic Technology or the Intellectual Property Rights

owned by AnyLogic. AnyLogic's name, logo, and the product names associated with the Service are trademarks of AnyLogic or third parties, and no right or license is granted to use them.

9. Use of Interactive Areas of the Service

The Service may include discussion forums, comment section, review services or other forums in which you or third parties may post reviews or other content, messages, materials or other items on the Service ("**User Engagement Areas**"). If AnyLogic provides such User Engagement Areas, you are solely responsible for your use of such areas and use them at your own risk. Any user content you submit to such public areas, including but not limited to photographs, messages, descriptions, documents, images, or any other information or audiovisual material (collectively, "**User Content**") will be considered non-confidential.

AnyLogic does not monitor or approve any User Content posted or submitted to the Service by any other user; however, AnyLogic may, in its sole and unfettered discretion, edit, remove, or delete any of User Content.

As a condition of accessing and using the Service and the User Engagement Areas, you agree not to post or submit content that:

- a. is unlawful, threatening, abusive, libelous, defamatory, slanderous, obscene, vulgar, pornographic, indecent, or would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national, or international law or regulation;
- b. violates or infringes upon the rights of others including, without limitation, privacy or publicity rights, intellectual property rights including, without limitation, copyright, patent, trade secret, or trademark rights, or other rights, without first obtaining permission from the owner or rights holder;
- c. promotes malice or harm of any kind against any group or individual;
- d. solicits user passwords, financial information, or personal identification for unlawful purposes;
- e. contains private information of any third party, including, without limitation, addresses, phone numbers, email addresses and credit card numbers, unless that third party has expressly consented to such use
- f. contains a virus, spyware, malware, or harmful software; or
- g. constitutes junk mail, unsolicited mass mail, or spam; or
- h. promotes the services of a direct competitor of AnyLogic.

The foregoing is only a partial list of the kind of User Content which is prohibited on the Service. AnyLogic reserves the right to investigate and take appropriate action, legal or otherwise, in its sole discretion against anyone who violates this section including, without limitation, removing the offending content from the Service and terminating the violator's Service access.

10. Third Party Interactions

AnyLogic and its licensors shall have no liability, obligation, or responsibility for any correspondence, purchase, or promotion between Client and any such third party through the Service. AnyLogic does not endorse any sites on the Internet that are linked through the Service. AnyLogic provides these links to

Client only as a matter of convenience, and in no event shall AnyLogic or its licensors be responsible for any content, products, or other materials on or available from such sites. AnyLogic provides the Service to Client pursuant to the terms and conditions of this Agreement.

11. Fees and Charges

Fees and any other charges for the use of the Service are described on www.anylogic.com. They may change from time to time. If AnyLogic changes them, AnyLogic will give you at least 30 days' notice. If they do change, your continued use of the Service, as the case may be, after the change indicates your agreement with the new fees and charges after the effective date of the change. Any change to fees and other charges will not be applicable to the billing period in which the change occurs. You are responsible for all taxes applicable to the fees and charges in any applicable jurisdiction.

12. Accessibility and Function

You agree that from time to time, the Service may be inaccessible or inoperable for any reason, including, without limitation:

- a. equipment (hardware) malfunctions;
- b. software malfunctions;
- c. periodic maintenance procedures or repairs which AnyLogic may undertake from time to time; or
- d. causes beyond the reasonable control of AnyLogic or which causes are not reasonably foreseeable by AnyLogic. AnyLogic is not responsible, directly or indirectly, for the performance and/or reliability of third party vendor/distributor system, equipment or otherwise, or your Internet Service Provider ("ISP").

13. Equipment

You shall be solely responsible for providing, maintaining, and ensuring compatibility with the Service, all hardware, software, electrical and other physical requirements for your use of the Service including, without limitation, telecommunications and Internet connection(s), ISP, web browsers and/or other equipment, programs and services required to access and use the Service.

14. Downtime

Client acknowledges and agrees that AnyLogic may need to suspend performance under this Agreement in the event AnyLogic's access to necessary third-party technology is interrupted. AnyLogic will make best efforts to secure an adequate substitute so as to resume providing the Services as quickly as possible, and in any event, AnyLogic will use commercially reasonable efforts to give notice to Client of any scheduled downtime associated with upgrades and maintenance to the Services via email communication or posted to Client's account.

15. Nonpayment and Suspension

In addition to any other rights granted to AnyLogic herein, AnyLogic further reserves the right to suspend or terminate this Agreement and Client's access to the Service if Client's account becomes delinquent. Delinquent invoices and accounts are subject to interest of one (1.0) percent per month, (12% annum) on any outstanding balance, or the maximum permitted by law, whichever is less, plus all

expenses of collection. Client will continue to be charged for the Service during any period of suspension. If Client initiates termination of this Agreement, Client will be obligated to pay all required fees up to the date of termination. Client agrees that AnyLogic may bill Client for any such unpaid fees. Client agrees and acknowledges that AnyLogic has no obligation to retain Client Data and Service Generated Content and that such Client Data and Service Generated Content may be irretrievably deleted if Client's account is 30 days or more past due.

16. Termination

This Agreement commences upon your first use of the Service and will continue until terminated hereunder. You may terminate this Agreement by discontinuing your use of the Service and cancelling your account. AnyLogic, in its sole and unfettered discretion, may terminate your access to the Service for any reason including, without limitation, your breach of this Agreement. You agree that any termination of your access to the Service may be effected without prior notice, and you agree that: 1) AnyLogic may immediately deactivate or delete any of your accounts and all related information and files in such accounts; and 2) bar any subsequent access to the Service, Client Data, or Service Generated Content. You agree that AnyLogic shall not be liable to you for any costs or damages of any kind for or resulting from any termination of your Service access. AnyLogic reserves the right to block users from certain IP addresses from accessing the Service. Upon termination of this Agreement, you must pay the fees applicable for the balance of the then current billing period. All provisions of this Agreement that by their nature should survive termination of your right to use the Service shall survive (including, without limitation, all limits on liability, releases, disclaimers of warranties, indemnification obligations, and intellectual property protections and licenses).

17. Discontinuance of Service

AnyLogic reserves the right to modify or discontinue, temporarily or permanently, any portion of the Service without prior notice. You agree that AnyLogic shall not be liable to you or to any third party for any modification or discontinuance of any portion of the Service.

18. Changes

AnyLogic reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions to any use of the Service. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. We will notify you of amended terms by posting them on our login page. Use of the Service after posting of amended terms will be governed by those amended terms. These terms will govern any disputes arising before the effective date of the amended terms.

19. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. AnyLogic represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online AnyLogic help documentation, if available, under normal use and circumstances. Client represents and warrants that Client has not falsely identified Client nor provided any false information to gain access to the Service and that Client's billing information, if required, is correct. Client further represents and warrants that it owns, or has obtained all necessary third party licenses and permissions to use, the Client Data provided hereunder, and that

such Client Data does not infringe the right of privacy, publicity, or the intellectual property rights of any third party.

20. Indemnification

Client shall indemnify, defend and hold AnyLogic, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Client Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by Client of Client's representations and warranties; or (iii) a claim arising from the breach by Client or Client Users of this Agreement.

21. No Professional Advice

Unless specifically included with the Services, AnyLogic is not in the business of providing legal, financial, accounting, tax, health care, real estate, or other professional services or advice. Consult the services of a competent industry professional when you need this type of assistance.

22. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SERVICE IS AT USER'S SOLE RISK. ANYLOGIC NEITHER WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES ANYLOGIC MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICE. ANYLOGIC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANYLOGIC DOES NOT WARRANT THAT THE SERVICE AND ANY ANYLOGIC TECHNOLOGY WILL MEET YOUR NEEDS OR REQUIREMENTS. ANY WARRANTIES IMPLIED BY LAW, BY THE COURSE OF DEALING BETWEEN THE PARTIES, OR OTHERWISE, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. ANYLOGIC DOES NOT WARRANT THAT THE USE OF THE SERVICE ALLOWED HEREUNDER SHALL RESULT IN ANY PARTICULAR LEVEL OR TYPE OF FINANCIAL RESULTS FOR YOU.

23. Limitation of Liability

IN NO EVENT SHALL ANYLOGIC'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CLIENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. UNDER NO CIRCUMSTANCES SHALL ANYLOGIC, DIRECTLY OR INDIRECTLY, BE LIABLE TO CLIENT OR ANY OTHER PERSON, ENTITY, PARTNERSHIP, ORGANIZATION, ASSOCIATION OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR THE INTERNET IN GENERAL, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, USER'S USE OR INABILITY TO USE THE SERVICE, ANY CHANGES TO OR INACCESSIBILITY OF THE SERVICE, DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, LOSS OR THEFT OF ANY CLIENT DATA UPLOADED BY CLIENT, ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THE SERVICE, OR ANY DATA OR MATERIAL FROM A THIRD PARTY ACCESSED ON OR THROUGH THE SERVICE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE AND EVEN IF ANYLOGIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH.

24. Additional Rights

Please note that certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential, or certain other types of damages, so the exclusions set forth above may not apply to Client.

25. Notice

AnyLogic may give notice by means of email to Client's email address on record in AnyLogic's account information. Such notice shall be deemed to have been given 12 hours after sending (if sent by email). Client may give notice to AnyLogic (such notice shall be deemed given when received by AnyLogic) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or certified mail to AnyLogic at the following address:

AnyLogic North America, LLC
Oakbrook Terrace Tower
1 Tower Ln, Suite 2655
Oakbrook Terrace, IL 60181

26. Assignment; Change in Control

This Agreement may not be assigned by Client without the prior written approval of AnyLogic but may be assigned without Client's consent by AnyLogic to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

27. Copyright Policy; Notice and Procedures for Making Copyright Claims

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or proprietary information without obtaining the prior written consent of the owner. If you believe that your work has been copied and posted on the Service in any way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Service (and such description must be reasonably sufficient to enable the AnyLogic to find the alleged infringing material, such as a URL);
4. your address, telephone number and email address;
5. a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notice of claims of copyright infringement should be provided to AnyLogic's Copyright Agent at the following address:

AnyLogic Copyright Agent
AnyLogic North America
Oakbrook Terrace Tower
1 Tower Ln, Suite 2655
Oakbrook Terrace, IL 60181

28. Miscellaneous

- a. **Choice of Law.** This Agreement shall be governed by Illinois law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois.
- b. **Complete Agreement.** This Agreement and the exhibits attached to it constitute a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by both parties. In the event of any conflict between the terms of this Agreement and the terms of any attached Exhibit, the terms of this Agreement shall prevail, except where specifically noted on the Exhibit.
- c. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- d. **Not a Partnership.** No joint venture, partnership, employment, or agency relationship exists between Client and AnyLogic as a result of this Agreement or use of the Service.
- e. **No Waiver.** The failure of AnyLogic to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by AnyLogic in writing.
- f. **Acknowledgement.** You acknowledge that: (a) You have read and understands this Agreement; (b) You had an opportunity to have its legal counsel review this Agreement; (c) that this Agreement has the same force and effect as a signed agreement; and (d) you as the individual accepting this Agreement, on behalf of a corporation or other legal entity do personally represent that you are duly authorized to accept this Agreement on behalf of such entity and that this Agreement is binding upon such entity.