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Addendum A. AnyLogic Model End User Agreement

Document number
20230601

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   d. **Model(s).** The “Model” or “Models” means a simulation model created through the use of the AnyLogic Software and provided to End User hereunder.

   e. **Model Output.** “Model Output” means the output and data that is derived from running a Model.

   f. **Licensee.** “Licensee” is the individual or entity that entered into an agreement with AnyLogic for the right and license to use the Software.

   g. **Authorized Licensee User(s).** An “Authorized Licensee User” is any individual employed by Licensee within the same business unit, internal division or group that was authorized to access, use, or otherwise exploit the Software. For the avoidance of doubt, an employee of the same company as Licensee but of a different business unit is not an Authorized Licensee User.

   h. **End User.** An “End User” is you, an individual or entity, which receives the Models from Licensee or Authorized Licensee User pursuant to this EUA to use in the regular course of your affairs, but not for resale, modification, distribution or exploitation by third parties without AnyLogic’s prior written consent.
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2. **Restrictions on Use and Distribution of Models**

Subject to the terms and conditions of this Agreement, End User shall have the following rights and responsibilities with respect to the Models:

   a. The End User has a limited right to use, reproduce, transfer, or otherwise exploit the Models only in accordance with the permitted uses set forth in the attached Exhibit A (the “Acceptable Uses”).

   b. If the End User is not sure whether its desired use of the Models is permitted under the Acceptable Uses, then End User should consider the desired use to be prohibited, and End User must obtain AnyLogic’s prior written consent, which may be withheld in AnyLogic’s sole discretion, before engaging in the desired use.

   c. This EUA must accompany any dissemination, sale, or other transfer of the Model to a third party by End User.

3. **Indemnification**

End User agrees to defend, indemnify, and hold harmless AnyLogic and any parent, subsidiary, affiliate, director, officer, employee, licensor, distributor, supplier, agent, reseller, owner, or operator of AnyLogic from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) arising from:

   a) End Users use of the Models;

   b) End User’s failure to comply with any U.S. export control law or regulation.

4. **Injunctive Relief**

End User agrees that money damages will not be an adequate remedy if End User breaches Sections 2 of this Agreement. Therefore, AnyLogic will be entitled to an injunction or similar equitable relief. This Section 4 in no way limits AnyLogic’s ability to pursue any other legal or equitable remedies against End User.

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6. **Disclaimer**

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7. Limitation of Liability

END USER AGREES THAT ANYLOGIC SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, ECONOMIC, EXEMPLARY, AGGRAVATED OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS OR REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF BUSINESS OR INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE MODELS, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF ANYLOGIC ARISING OUT OF THIS AGREEMENT EXCEED $100. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION UNDER WHICH SUCH DAMAGES ARE SOUGHT.

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 the parties hereunder.

8. Choice of Law

This Agreement will be governed by and construed under the laws of the United States of America and, to the extent not inconsistent therewith, the laws of the State of Illinois without regard to conflicts-of-laws principles that would require the application of any other law. The parties agree that exclusive venue for any legal action relating hereto shall be in Cook County, Illinois, United States, and jurisdiction shall be vested in the Circuit Court of the First Judicial Circuit in and for Cook County, Illinois, or the United States District Court for the Northern District of Illinois, as the case may be. The parties agree not to contest the venue set forth herein and to submit to, and not contest, the exercise of personal jurisdiction over them by any of the foregoing courts. The parties hereby waive all rights concerning the exercise of personal jurisdiction of them by the foregoing courts and all claims of or concerning forum non-convenience in the foregoing forums.

9. Acknowledgement

End User acknowledges that: (a) End User has read and understands this Agreement; (b) End User 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.
Exhibit A. Acceptable and Unacceptable Uses

Your use of the AnyLogic Software and Models (as defined in the AnyLogic EUA) is limited. This document presents acceptable and unacceptable uses of the AnyLogic Software. If you are not sure whether your use or desired exploitation of the Models is allowed by AnyLogic, you should assume the use or exploitation is unacceptable. In such circumstances, please contact AnyLogic directly.

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   a. An Authorized Licensee User runs and uses the Model through the AnyLogic Software (i.e. on a computer where the AnyLogic Software is installed) manually, not via any kind of remote interface. This is an acceptable use regardless whether the Model was developed using the same installation of the AnyLogic Software or not, by the same Authorized Licensee User or not, or by the same Licensee or not. In this case, the Authorized Licensee User is also the End User.
   b. An Authorized Licensee User exports the Model by function “Export to standalone Java application” of the AnyLogic Software and provides the exported Model to another employee of the same Licensee (“Colleague”) for his or her use. In this case, the Colleague is the End User.
   c. An Authorized Licensee User exports the Model by function “Export to standalone Java application” of the AnyLogic Software and provides it to a person or entity other than the Licensee, such as a client of the Licensee (“Client”), provided that the Model is tailored for this particular Client and not provided to multiple parties. In this case, the Client is the End User.
   d. An End User provides the Model to another employee of the same division, business unit or group that the End User belongs to. In this case, the second employee becomes an End User.
   e. An Authorized Licensee User exports the Model by function “Export to AnyLogic Cloud” of the AnyLogic Software and uses the model through the AnyLogic Cloud or AnyLogic Private Cloud. In this case, the Authorized Licensee User is also the End User.
   f. An Authorized Licensee User exports the Model by function “Export to AnyLogic Cloud” of the AnyLogic Software and provides it to any person or entity other than the Licensee, such as a client of the Licensee (“Client”), through the AnyLogic Cloud or AnyLogic Private Cloud. In this case, the Client is the End User.

2. Unacceptable Uses
   a. A Model is a product or a part of a product (software delivered/made available to multiple parties, where a party can be a different business unit of the same company where Licensee belongs to), provided free of charge or commercially, in the course of providing services to the receiving party or not.

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