

Forefront Design Specialist

Software Terms-Policy-Agreements

General terms

These General Terms apply to your account with Forefront Design Specialist and to our Offerings, and constitute a binding contract between us.

1. Acceptance

By accepting these General Terms during your account registration or subscription process, or by accessing or using our Offerings, you confirm your acceptance of these General Terms and other applicable Terms and your agreement to be a party to this binding contract. If you do not agree, you do not have the right to access or use our Offerings, Software's or Tools.

You agree to these Terms on behalf of the person, the company or other legal entity for which you are acting (for example, as an employee or contractor) or, if there is no company or legal entity, on behalf of yourself as an individual (in either case, "You"). You represent and warrant that you have the right and authority (as well as the capacity—for example, you are of sufficient legal age) to act on behalf of and bind such entity (if any) and yourself.

2. Right Of Return For Refund

For a limited period after You purchase or renew a subscription (the "Return Period"), (i) if You object to any of the terms set forth in these Terms, or (ii) if You object to the Forefront Design Specialist terms of purchase or auto-renewal (if any) applicable to the purchase or renewal of the subscription, or (iii) if You are dissatisfied (for any reason) with the Offering to which You subscribed, You may return the Offering and may qualify for a refund.

For orders placed directly with Forefront Design Specialist, Forefront Design Specialist will provide a full refund of Your subscription fees if You cease use and return the Offering, Software's or Tools within the Return Period set forth below. For orders placed through a reseller or other third party, please check the applicable return and refund policy of that third party.

Type	Subscription Software Term	Return Period (Based from date of purchase)
Annual SSL - subscription software license, renewal of an existing subscription software, addition of users to an existing subscription software, aligning subscription billing or renewal dates	Annual Subscription	45 Days
Monthly subscription software	Monthly Subscriptions	20 Days

Your right of return for refund does not apply to all orders, including orders for contractor fees, consulting, training class fees, platform subscriptions and enterprise agreements.

3. Additional Agreements, Special Terms

You may have an additional agreement signed directly with Forefront Design Specialist that supplements or amends these Terms (for example, an enterprise business agreement) (“Additional Agreement”). In addition, Offerings may be subject to special terms (“Special Terms”), including, for example, particular entitlements or restrictions on types of use. Special Terms may apply to a particular Offering or to a particular category of user (for example, students).

You agree to the Special Terms, if any, for an Offering that You subscribe to, obtain, access or use. If You do not agree to all such Special Terms, You may not subscribe to, obtain, access or use the Offering.

If there is any conflict between these General Terms and the Additional Agreement or Special Terms, the Additional Agreement or Special Terms will control in relation to their subject matter. If there is a conflict between the Additional Agreement and the Special Terms, the Additional Agreement will control in relation to its subject matter. Any arrangement with respect to an Offering is expressly conditioned on Your agreement to these Terms, and any further or different terms are rejected.

4. Account

4.1 Account Responsibilities

You are responsible for anyone who obtains, accesses or uses Offerings through You or Your account (including Your Authorized Users). This means (among other things) that You are responsible for Your Authorized Users’ compliance with these Terms, including their use of their accounts, as though each of the Authorized Users is You. In certain cases, Your Authorized Users may be required to set up individual accounts or otherwise agree to applicable terms in order to obtain, access or use Offerings, but that requirement does not affect Your responsibility for Your Authorized Users.

You are also responsible for the security of Your account and all activity associated with Your account. This means (among other things) that You (i) will ensure that only Your Authorized Users use Offerings associated with Your account, and (ii) will secure and not share user IDs or passwords (except with authorized account administrators). If You suspect unauthorized use of Your account, please contact FDS@forefrontdesignspecialist.com

You will ensure that all Your account information (including any information that You or Your Authorized Users provide in connection with Your registration for any Offering) is, and continues to be, true and complete.

4.2 Account Benefits

Your account is secured with Forefront Design Specialist and all accounting is provided through a FTP portal.

5. You Own Your Work

You will retain Your ownership rights to files, designs, models, data sets, images, documents or similar material created by You or Your Authorized Users and submitted or uploaded to any Offering by You or Your Authorized Users.

6. Privacy

Forefront Design Specialist is committed to protecting Your privacy and letting You know what Forefront Design Specialist will do with Your personal information. Forefront Design Specialist's **Privacy Statement** sets forth (i) how Forefront Design Specialist may collect, use, store and process personal information of or relating to You, and (ii) how you may request deletion of Your personal information. You acknowledge that You have read and understand the Privacy Statement.

7. Subscriptions

Your subscription software may also include additional Benefits.

7.1 Subscriber benefits

You will be entitled to the subscriber Benefits that Forefront Design Specialist makes generally commercially available to users with the same subscription as You (including level, geography and other attributes). Subscriber Benefits may include, for example:

- Technical support
- Educational resources
- Access to free training
- Rights to Updates, Upgrades and other additional Software

7.2 Subscribing to an offering

When You subscribe to an Offering, Forefront Design Specialist will generally provide You with access to the Offering through Your account. Certain Offerings may require You to provide additional information to set up and access such Offerings, and You agree to provide that information.

7.3 Length of subscription

Your subscription to an Offering will be for a fixed term of limited length, the length of which should be indicated at the time of purchase and should be reflected on Your confirmation of purchase or other Offering Identification. If no length is indicated, please contact us at FDS@forefrontdesignspecialist.com and we will determine and confirm the length of Your subscription term.

7.4 Renewal of subscription

At the end of Your subscription period for an Offering, Software's or Tools, You may be able to renew Your SSL subscription software license to the extent of 1 year or 3 years, and on the same terms, that Forefront Design Specialist then generally makes commercially available to subscribers of such Offering in the same geography. Certain subscriptions may have the option of automatically renewing. If you would like to cancel any such automatic renewal, please contact within 30 days of your renewal date: FDS@forefrontdesignspecialist.com.
*Note: Renewal date is also the purchased date.

7.5 Switched subscriptions

If Your subscription is replaced by a successor or substitute subscription, the new subscription may be considered a Switched Subscription.

8. Scope, Prior Terms, Upgrade Terms

These Terms on which Forefront Design Specialist has agreed to provide upgrades for Software that was previously licensed to You on a perpetual basis. Rather, those subscriptions and upgrade arrangements continue to be subject to their existing terms.

9. Software

If You order Software for delivery, or You order an Offering that includes Software (for example, if a Web Service Offering requires client Software), the Software will at Forefront Design Specialist's discretion be made available for download through Your account or other electronic means or delivered to You by Forefront Design Specialist or an Forefront Design Specialist-authorized third party. Additional fees may apply for delivery of physical media or other tangible embodiments of Software. No matter how Software is delivered, Forefront Design Specialist will not be liable for any losses or other liability incurred by You or others due to late delivery or delivery to an incorrect address.

For any Offering consisting of Software that Forefront Design Specialist makes available or delivers to You, and subject to compliance with these Terms and all payment obligations, Forefront Design Specialist grants to You a nonexclusive, non-sublicensable, nontransferable license, for the period of Your subscription, to install and use the Software (and permit Your Authorized Users to install and use the Software) solely (i) in accordance with the Documentation for the Offering and any applicable Special Terms, if any, and (ii) within the scope of Your subscription, including the permitted number, License Type, Invoice, Territory and other attributes specified for the type and level that You selected when subscribing for the Offering. If Your Offering Identification or other confirmation from Forefront Design Specialist of Your subscription does not specify one or more of those attributes, the license will be (a) a Trial Version; (b) for You as an individual or, if You are a company or other legal entity, for one named employee; and (c) for use only within the country or jurisdiction where You acquired the Offering. You may not install, access or use (or allow installation of, access to or use of) any Software other than as authorized by such license and these Terms, and any other installation, access or use is unauthorized.

During the period of Your subscription, Forefront Design Specialist may make available or deliver Updates or Upgrades to Software. All such Updates and Upgrades are subject to the

same license and other terms as the Software to which the Updates or Upgrades apply. You are encouraged to promptly install and use all Updates and Upgrades made available to You during the subscription period. If You receive an Update or Upgrade for any Software, You may install and use both the previous version and the new version of the Software for testing and migration purposes for a maximum of 60 days (beginning on the first installation date for the new version), provided that, during such 60-day period, You do not use both versions concurrently for production use. After such 60 days, (i) Your (including Your Authorized Users') right to access and use such previous version will end, and (ii) You must stop all access to and use of the previous version (including all access and use by Your Authorized Users), uninstall all copies of the previous version, and, at Forefront Design Specialist's request, destroy any such copies or return them to Forefront Design Specialist or the reseller from which You acquired the Offering. For certain Offerings (because of Special Terms for the Offerings or because of exceptions granted by Forefront Design Specialist under certain circumstances), You may have certain rights to continue using and accessing previous versions after such 60-day period.

Any Software (including any Update or Upgrade) that Forefront Design Specialist makes available or delivers to You is licensed for a limited subscription period, not sold, and You may not transfer or assign the license, except to the extent expressly permitted by applicable law notwithstanding a contractual prohibition to the contrary or as otherwise expressly permitted by Forefront Design Specialist in writing. Your subscription to a Web Service does not grant to You a license to the underlying Software used in providing the Web Service.

10. Web Services

If You subscribe to Web Services, Forefront Design Specialist will provide those Web Services to You for the period of Your subscription, subject to compliance with these Terms and all payment obligations. You may access and use the Web Services solely (i) in accordance with the Documentation for the Offering and any applicable Special Terms, if any, (ii) for Your internal business purposes, in the form made accessible and/or provided by Forefront Design Specialist, and (iii) within the scope of Your subscription, including the permitted number, Web Services Type, Territory and other attributes specified for the type and level that You selected when subscribing for the Offering. If Your Offering Identification or other subscription confirmation from Forefront Design Specialist does not specify one or more of those attributes, Your Web Service will be (a) a Trial Version; (b) for You as an individual or, if You are a company or other legal entity, for use by one named employee; and (c) for use only within the country or jurisdiction where You acquired the Offering. You may not access or use (or allow access to or use of) any Web Service other than as authorized by these Terms, and any such access or use is unauthorized.

Forefront Design Specialist will make the Web Services available to You consistent with the manner in which Forefront Design Specialist makes such Web Services generally commercially available to users with the same subscription as You (including level, geography and other attributes).

11. Access To And Use Of Offerings

11.1 General Access and Use Conditions

Depending on the Offering, You may be required to log into Your account to activate, access or use (or to continue accessing or using) the Offering. Only You, including Your Authorized

Users, may access or use an Offering. Access to and use of all Offerings is contingent on (among other things) Your timely payment of all applicable amounts, including any taxes and other fees, with respect to the Offerings and compliance with these Terms.

You and Your other suppliers and service providers are responsible for acquiring all such items and for their reliability, security and performance.

11.2 Use of Third-Material and Services

Forefront Design Specialist may provide You with content, designs, models, data sets, project information, documents, libraries, audio, links, data, applications and other software, services or similar material of a third party (collectively, “Third-Party Material/Services”) in connection with Offerings. Any such Third-Party Material/Services may be governed by different terms found in such Third-Party Material/Services (for example, in the “About Box” or a .txt file), on a web page specified by Forefront Design Specialist or in the Special Terms or Documentation for the Offering for which the Third-Party Materials/Services are provided (collectively, “Third-Party Terms”). If there are no Third-Party Terms, Your use must be (i) limited to the same terms as the Offering for which You received the Third-Party Material/Services, and (ii) solely in connection with Your use of such Offering. You take sole responsibility for determining, obtaining and complying with all Third-Party Terms. Forefront Design Specialist will have no responsibility for, and makes no representations and warranties regarding, (a) any Third-Party Material/Services or Your use of such Third-Party Material/Services, and (b) the Third-Party Terms or Your compliance with such Third-Party Terms.

11.3 Use of Your Content

In order for You to access or use certain Offerings, or for Forefront Design Specialist to provide You with certain services, You may wish to upload or otherwise share Your Content. Forefront Design Specialist personnel will not use Your Content except (i) at Your request, or with Your consent—for example, when providing You support, or addressing a technical issue or other request; (ii) in connection with providing and improving Offerings (including maintaining, securing, updating or otherwise modifying Offerings); or (iii) in connection with legal-related obligations, enforcement, investigations or proceedings (for example, in response to a valid subpoena). In general, Forefront Design Specialist does not screen or review content that is posted to any Offering, website or service or otherwise made available to Forefront Design Specialist. Forefront Design Specialist reserves the right, however, to screen and review Your Content, and may block or remove content for any reason, including because it is not in compliance with these Terms (for example, illegal, offensive or phishing-related postings or spam). When You provide or make accessible Your Content, You authorize Forefront Design Specialist and its designees to use, reproduce, modify, distribute and make available Your Content in connection with providing You with Offerings and allowing Forefront Design Specialist to fulfill its obligations and as otherwise permitted by these Terms.

You (a) are responsible for all of Your Content and for ensuring that Your Content and its use with any Offering comply with all applicable laws and regulations and these Terms, and (b) warrant that Your Content will not infringe or misappropriate any intellectual property or proprietary rights of any person or violate any applicable laws or regulations. Forefront Design Specialist recommends that You secure and protect Your Content by using appropriate encryption and security technology. You acknowledge that online services may

suffer occasional disruptions or outages, and You may not be able to retrieve Your Content as a result. Forefront Design Specialist recommends that You regularly backup Your Content to Your own storage. You are at all times responsible for storing and maintaining any such backup copies of Your Content.

11.4 Collaboration and Sharing of Your Content

Some Offerings permit You to collaborate with others, including sharing Your Content or publishing Your Content—for example, to a forum or to other services. If You choose to share or publish Your Content (whether by collaboration on or sharing files with a project, emailing, sharing a link, sharing files with other applications or services, posting in a forum or gallery or otherwise), then others (including, in some cases, the general public) may be able to use, sell, reproduce, modify, distribute, make available, display, transmit and communicate Your Content. Forums and galleries may be public, and submissions are generally public. Once You share or publish Your Content, suspending or terminating access will not delete or inhibit access to any of Your Content that was earlier copied, transferred or otherwise shared or published. If You do not want others to have any such access or any of those rights, do not use the sharing, publishing or other collaboration features of the Offerings and set Your permissions accordingly.

An Offering may feature links to third parties that offer services, software or other materials that complement such Offering. Such links are provided as a convenience to You. Forefront Design Specialist does not monitor or control what such third parties will do with Your Content. You are responsible for ensuring the appropriate level of access to Your Content by any third party. If You authorize any of Your information or Your Content to be shared with any third party, Forefront Design Specialist may make available Your information or Your Content to such third party; Forefront Design Specialist will, however, have no responsibility or liability for the actions of such third party, and all governing terms and conditions, including those regarding privacy, are between You and such third party.

12. Trial Versions

Forefront Design Specialist may make available or deliver Offerings (or features of an Offering) labelled or offered as “not for resale,” “free,” “evaluation,” “trial,” “pre-release,” “beta” or another similar designation (collectively, “Trial Version Software’s”). You may download, install, access or use Trial Version Software’s only during the period and for the purpose of the trial, as expressly permitted by Forefront Design Specialist. Except as expressly set forth in the online or other Documentation for the Trial Version Software’s or applicable Special Terms, (i) the subscription period for the Trial Version Software’s will be limited to 30 days, (ii) Your use will be limited to non-commercial evaluation purposes with no rights to make available or distribute the Trial Version Software’s to any third party, and (iii) the use will be only by You as an individual or, if You are a company or other legal entity, by one named employee. Notwithstanding anything contained in these Terms or otherwise, (a) Forefront Design Specialist makes no commitments with respect to Trial Version Software’s regarding any features, functions, service levels or data and provides no warranties of any kind with respect to Trial Version Software’s, (b) Forefront Design Specialist may choose not to generally release any Trial Version Software’s or convert any Trial Version Software’s into a product offering, and (c) Trial Version Software’s may contain code that is not fully tested, including errors and faults that may cause total data loss or system failure. Subscriptions to Trial Version Software’s do not include Subscription

Benefits, and Forefront Design Specialist reserves the right, without any further notice, to end any Trial Version Software's at any time.

13. Websites

Separate from its Offerings, Software's and Tools, Forefront Design Specialist may provide information on its general websites.

14. Feedback

You have no obligation to provide Forefront Design Specialist with ideas for improvement, suggestions or other feedback (collectively, "Feedback"), whether in connection with a Trial Version or otherwise, unless otherwise specified in the Special Terms for an Offering. If, however, You provide any Feedback, You hereby grant to Forefront Design Specialist a non-exclusive, transferable, irrevocable, worldwide, royalty-free license (with rights to sublicense) to make, use, sell, offer to sell, reproduce, modify, distribute, make available, publicly display and perform, disclose and otherwise exploit the Feedback and any Offerings using the Feedback.

15. Limitations On Use

15.1 Offerings are tools

The Offerings, Software's and FDS Tools are intended only to assist You with Your project management, design, analysis, simulation, estimation, testing and other activities and are not a substitute for Your professional judgment or Your own independent design, analysis, simulation, estimation, testing or other activities, including those with respect to product stress, safety and utility. Due to the large variety of potential applications for the Offerings, they have not been designed or tested for any specific uses, and it is Your responsibility to determine whether the use of an Offering is appropriate for the purposes You pursue. Forefront Design Specialist will not be responsible or liable in any manner whatsoever for the results obtained through use of the Offerings, including any Output. You are responsible for Your (including Your Authorized Users') use of the Offerings and any results produced by the Offerings, including any Output. Your responsibilities include, without limitation, the determination of appropriate uses for the Offerings and the selection of the Offerings and other computer programs and materials to help achieve Your intended results. You are also responsible for establishing the adequacy of independent procedures for testing the reliability, accuracy, completeness, compliance with applicable legal requirements, and other characteristics of any Output, including, without limitation, all items designed with the assistance of the Offerings. You further acknowledge that the Offerings and Output may not achieve the results You desire within Your design, analysis, simulation, estimation, testing and other constraints.

16. Confidentiality

You or Forefront Design Specialist (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party") in connection with these Terms. The Receiving Party will use the same degree of care as to the Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and will (i) use the Confidential Information of the Disclosing Party only in connection with Offerings, and (ii)

except as otherwise authorized by the Disclosing Party in writing, limit access to the Confidential Information of the Disclosing Party to those of its employees, consultants, contractors, service providers, professional advisors and other individuals who need such access for purposes related to Offerings and who are subject to confidentiality obligations with the Receiving Party no less stringent than those in these Terms. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so. The Receiving Party will give the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and take reasonable steps to limit such disclosure. Forefront Design Specialist may also disclose Your Confidential Information to comply with any governmental or regulatory body request (including subpoenas or court orders), as part of a legal proceeding involving Forefront Design Specialist, or at Your request. If disclosure is made at Your request, You may be responsible for the costs of compiling and providing access to Your Confidential Information.

17. Forefront Design Specialist Proprietary Rights

You acknowledge and agree that Forefront Design Specialist and its licensors and suppliers will have all ownership of and all rights with respect to (i) the Offerings, Documentation, Software, Materials and other information or material provided or made available by Forefront Design Specialist to You and (ii) any copies of the foregoing, or any materials or other information based on, derived from or otherwise using any of the foregoing (including all rights under trade secrets, copyrights, trademarks, patents and all other intellectual property or proprietary rights relating to any of the foregoing). The structure and organization, the underlying algorithms and other internals, the protocols, data structures and other externals, and the source code of the Offerings and the APIs constitute proprietary and confidential information of Forefront Design Specialist, and You will not disclose such information to third parties, or use such information for any purpose other than as required for ordinary-course access to and use of the Offerings as set forth in these Terms, without Forefront Design Specialist's prior written consent. Also, You agree not to access or attempt to access the Offerings by any means other than the interface Forefront Design Specialist provides or authorizes. In addition, You agree not to engage in any decompiling, disassembling or other reverse engineering or otherwise attempting to discover, learn or study the structure or organization, underlying algorithms or other internals, the protocols, data structures or other externals, or the source code of the Offerings or APIs, except as expressly permitted under applicable law notwithstanding a contractual prohibition to the contrary. Forefront Design Specialist may make available or provide access to other confidential and proprietary information (either marked as such or understood to be such under the circumstances). If You receive such information, You will not disclose it to any third party, or use such information for any purpose other than as required for access to and use of the Offerings as set forth in these Terms, without Forefront Design Specialist's prior written consent.

You have only the rights expressly granted to You under these Terms (including any Additional Agreement or Special Terms). All rights not expressly granted are reserved by Forefront Design Specialist and its licensors and suppliers; Forefront Design Specialist and its licensors and suppliers expressly disclaim (and You agree not to assert) any other rights.

You agree not to take any action, or to authorize or encourage any third party to take any action (or cooperate with any third party in taking any action), inconsistent with the foregoing.

18. Warranty, Disclaimers, Limitations On Liability

18.1 Limited warranty

Forefront Design Specialist warrants that, for any paid subscription, as of the date on which the subscribed-for Offering is made available to You and for 60 days thereafter or, if the subscription period is shorter, such shorter period (“Warranty Period”), the Offering will provide the general features and functions described in the end-user Documentation for the Offering. Forefront Design Specialist’s entire obligation and liability, and Your sole and exclusive remedy, for Forefront Design Specialist’s breach of this warranty will be for Forefront Design Specialist, at its option, (i) to attempt reasonably to remedy the breach or (ii) to refund amounts received for the affected subscription and terminate such subscription. You must bring any warranty claim for any Offering within its applicable Warranty Period. If the customer software invoice is paid before the warranty claim or subscription timeframe ends, no refund will be warranted. Software subscription cancellation is activated with non-payment.

18.2 Disclaimers

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN THE “Limited Warranty” SECTION (Section 18.1) ABOVE, AND ANY EXPRESS WARRANTIES SET FORTH AS SUCH IN ANY ADDITIONAL AGREEMENT OR SPECIAL TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (i) THE OFFERINGS ARE PROVIDED “AS IS,” AND (ii) FOREFRONT DESIGN SPECIALIST AND ITS LICENSORS AND SUPPLIERS MAKE, AND YOU RECEIVE, NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR COMMITMENTS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE OFFERINGS OR ANY OUTPUT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT OR OTHER WARRANTIES OR CONDITIONS IMPLIED BY STATUTE, OR ANY WARRANTIES OR CONDITIONS BASED ON A COURSE OF DEALING, USAGE OF TRADE OR INDUSTRY STANDARDS. Any statements about the Offerings (including any statements about their functionality or performance) or Output, or other communications with You, that are not contained in these Terms or any Additional Agreement or Special Terms are for information purposes only and do not constitute a warranty, representation, condition or other commitment. Without limitation as to the generality of the foregoing, Forefront Design Specialist does not warrant or otherwise commit that (a) the Offerings or Output, or the access thereto or use thereof, will be available, uninterrupted, error-free, secure, accurate, reliable or complete, (b) the Offerings will meet any particular performance or availability criteria, (c) Your Content will not be lost or damaged or (d) errors will be corrected or any particular support requests will be resolved to meet Your needs. Any reference to “unlimited” access, use, storage or otherwise with respect to an Offering is subject to the technical limitations of the Offering.

18.3 Limitations on liability

Neither Forefront Design Specialist nor any of its licensors or suppliers will have any liability (directly or indirectly) for any incidental, special, indirect, consequential or punitive damages; loss of profits or revenue; business interruption or loss of use; cost of procurement of substitute goods or services or other cover; failure of or defects in the Output; loss, corruption or deletion of (or failure to delete) data or Your Content; or damages resulting from Force Majeure (in each case, regardless of the legal theory for seeking such damages or other liability). In addition, the aggregate liability of Forefront Design Specialist and its

licensors and suppliers with respect to any Offering or Output thereof will in no event exceed the amount paid or payable by You for the Offering in the one-year period before the events or circumstances giving rise to the liability first occurred.

The limitations on liability in these Terms 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 based on contract, tort (including negligence and strict liability), indemnification, recourse, statute or otherwise, even if Forefront Design Specialist has been advised of the possibility of the liability and regardless of whether the limited remedies in these Terms fail of their essential purpose.

You acknowledge that the amounts payable for the Offerings are based in part on and reflective of the disclaimers of warranties and limitations on liability in these Terms and that such disclaimers and limitations are an essential element of the bargain between You and Forefront Design Specialist.

18.4 Relationship to applicable law

Forefront Design Specialist does not seek to limit Your warranties, Your other rights and remedies, or the liability of Forefront Design Specialist for damages or losses to the extent the limits are not permitted by applicable law (such as statutory warranties, conditions, remedies or liabilities that cannot be excluded by applicable law). Nothing in these Terms restricts the effect of warranties, the liability of Forefront Design Specialist for damages or losses or other terms that cannot be excluded or otherwise modified under applicable law notwithstanding a contractual restriction to the contrary.

19. Indemnity

You will indemnify and hold harmless (and, at Forefront Design Specialist's request, defend) Forefront Design Specialist against any and all losses, liabilities, expenses (including reasonable attorneys' fees) suffered or incurred by Forefront Design Specialist by reason of any claim, suit or proceeding ("Claim") arising out of or relating to (i) Your Content; (ii) Your (including Your Authorized Users') use of Offerings, including any Output or other results produced by such use; and (iii) Your (including Your Authorized Users') breach of these Terms (including any Additional Agreement, any Special Terms or any other applicable terms), including a Claim that asserts or purports to be based on Forefront Design Specialist negligence.

20. Term, Termination, Suspension

These Terms become effective on the first date accepted in accordance with the "Acceptance" section (Section 1) and continue in effect indefinitely unless terminated in accordance with this "Term, Termination, Suspension" section (Section 20).

20.1 Your right to terminate

You may terminate Your subscriptions and these Terms if Forefront Design Specialist is in material breach of these Terms (including any Additional Agreement, any Special Terms or any other applicable terms) and fails to cure such breach within 30 days after written notice of the breach.

20.2 Forefront Design Specialist's right to terminate

Forefront Design Specialist may terminate any or all of Your subscriptions or other Offerings, these Terms and/or Your account, if (i) You have no current paid subscriptions; (ii) You have failed to timely pay any amounts (including fees and taxes) owing with respect to any Offerings or otherwise owing to Forefront Design Specialist; (iii) You (including any of Your Authorized Users) are in material breach of these Terms (including any Additional Agreement, any Special Terms, or any other applicable terms) and fail to cure such breach within 30 days after written notice of the breach; or (iv) You become subject to bankruptcy or insolvency proceedings, become insolvent, make an arrangement with or affecting Your creditors (including an assignment for the benefit of creditor) or commence a process of liquidation. These Terms will automatically terminate without further notice or action by Forefront Design Specialist if You go into liquidation.

20.3 Effect of termination of subscription

Upon expiration or termination of a subscription or other Offering for any reason, Your rights with respect to that Offering, including any related Software license or subscription Benefits, will end. At that time, You will stop all access to and use of the Offering (including all access and use by Your Authorized Users) and uninstall any and all copies of materials related to such Offering (including any related Software, Documentation, APIs or other material from Forefront Design Specialist). In addition, at Forefront Design Specialist's request, You will destroy any such copies or return them to Forefront Design Specialist or the reseller from which You acquired the Offering. You will retain proof that You returned or destroyed all such copies. In connection with the expiration or termination of a subscription, (i) as a convenience to You for some Web Services, Forefront Design Specialist may provide You with a brief period (for example, 30 days) in which You may retrieve Your Content after expiration or termination of the Web Services, if You are in compliance with these Terms and pay the applicable fees, if any (for example, Forefront Design Specialist's then-current professional services fees for any assistance Forefront Design Specialist provides), and (ii) otherwise, Forefront Design Specialist may delete, without notice, any or all of Your Content, including backup and other copies thereof. For more information on post-expiration/termination content retrieval, please check with the individual Web Services Offering. This convenience for some Web Services, if available, does not relieve You of responsibility for retaining and securing complete copies of Your Content at all times.

20.4 Effect of termination of terms

Upon any termination of these Terms for any reason, (i) Your account and Your subscriptions and other Offerings, including those of Your Authorized Users, will immediately terminate, (ii) You will cease all access to and use of any Offerings (including all access and use by Your Authorized Users), and (iii) the effects described above with respect to expiration or termination of a subscription or other Offering will apply. Forefront Design Specialist's rights and Your obligations with respect to proprietary rights (including the rights and obligations in the "Forefront Design Specialist Proprietary Rights" section (Section 17)); the disclaimers and limitations on liability (in the "Limited Warranty, Disclaimers, Limitation on Liability" section (Section 18)); the governing law and dispute resolution provisions (in the "Contracting Forefront Design Specialist Entity, Governing Law, and Dispute Resolution" section (Section 21.4)); and Your responsibility for anyone who accesses or uses (or obtains) Offerings through You or Your account (including Your Authorized Users) (including the

responsibility described in the “Account” section (Section 4)) will survive termination for any reason.

20.5 Forefront Design Specialist's right to suspend

If Forefront Design Specialist believes in good faith that Your Content or Your conduct or failure to act (including the conduct or failure of Your Authorized Users) may (i) pose a security risk or otherwise adversely impact Offerings, systems or other users; (ii) constitute or enable tampering with, removing, disabling or otherwise limiting the effectiveness of any technical protections (including any mechanisms for managing, monitoring, controlling or analyzing the installation of, access or, or use of any Offerings or protections of Forefront Design Specialist’s intellectual property rights); (iii) subject Forefront Design Specialist, any reseller or any other user to liability; or (iv) not comply with these Terms (including any Additional Agreement, any Special Terms or any other applicable terms), including failure to pay any amounts owing with respect to any Offerings, Forefront Design Specialist has the right, but not the obligation, to immediately disable or suspend Your access to and use of any Offerings and access to and use of Your Content. Unless Forefront Design Specialist reasonably determines that immediate action is prudent, Forefront Design Specialist will seek to notify You of the planned disabling or suspension before it takes effect.

21. Miscellaneous

21.1 Changes to the offerings

Forefront Design Specialist reserves the right from time to time to (and You acknowledge and agree that Forefront Design Specialist may) (i) modify or release subsequent versions of an Offering, or may discontinue an Offering and/or provide instead a substitute Offering; (ii) modify or discontinue the Benefits, features and functionality, or supporting services or availability with respect to an Offering, whether generally or in any geographic area or language; or (iii) add or modify license keys, authorizations or other means of controlling access to or use of the Offerings. Forefront Design Specialist will endeavor to inform You of major changes to the Offerings.

21.2 Changes to terms

To the maximum extent permitted by applicable law, Forefront Design Specialist reserves the right from time to time to (and You acknowledge that Forefront Design Specialist may) modify these Terms. Forefront Design Specialist will endeavor to notify You of any material modification to the Terms that may have a materially adverse effect on You (“Modification Notice”), and You will then have an opportunity to review such modification. Except as otherwise expressly set forth in these Terms (including any Additional Agreement or Special Terms), if any such modification has a material adverse effect on You and You do not agree to the modification, You may reject the modification by notifying Forefront Design Specialist of the rejection within 30 days of the Modification Notice. If You reject a modification under these circumstances, (i) Your access to and use of any Offerings affected by the modification will continue to be governed by the terms in effect immediately before the modification (except to the extent the modification was made for security, privacy or legal compliance reasons) until (a) the end of the then-current period for the subscription or other Offering, if applicable, or (b) 180 days after the Modification Notice, whichever is earlier; and (ii) Your rights to such Offerings, including any related subscription Benefits, will then terminate. In the event of such a termination by You, Forefront Design Specialist (or an applicable reseller)

will refund the prorated portion of any prepaid fees applicable to the remaining term of Your subscription for the affected Offerings after the effective date of termination. Such date will be the end of the term of such Offerings. If the subscription is renewed or extended, it will be under the then-current Terms. Notices by You or Forefront Design Specialist will be provided as set forth below, except that You may also provide Your notice of rejection (within the 30-day period described above) to the email address, or in any other manner, specified in the Modification Notice.

Notwithstanding the forgoing, modifications to the Privacy Statement, Special Terms, Subscription Types, Subscription Benefits or other policies will be handled as described therein.

You acknowledge that Your commitments with respect to the Offerings and Subscription Benefits are not contingent on delivery of future features or functionality (or oral or written statements about future features or functionality).

21.3 Language of terms; Interpretation

The English language version of these Terms will be the version used when interpreting or construing these Terms, and any notices or other communications in connection with these Terms will be provided in the English language. Any reference in these Terms to “days” are to calendar days unless otherwise specified. The words “including” and “for example” or “e.g.,” and words of similar import, are not limiting or exclusive and will be deemed followed by “without limitation,” whether or not such language is included. Section and other headings are for ease of reference only and are not to be used to interpret the meaning of any provision. Any rights and remedies provided for in these Terms are cumulative and are in addition to, and not in lieu of, any other rights and remedies available under applicable law.

21.4 Contracting Forefront Design Specialist entity, governing law, and dispute resolution

Depending on where Your principal place of business is (or, if You are an individual, where You are resident), the Forefront Design Specialist Party contracting with You, the governing law and the forum for dispute resolution will vary. The governing law for these Terms, including any rights, obligations and claims of the parties, will be as specified below. Similarly, any dispute, claim or controversy arising out of or relating to these Terms, including the breach, performance, termination, enforcement, interpretation or validity of these Terms (and whether under contract, tort, including and strict liability, competition law or otherwise), and including the determination of the scope or applicability of the dispute resolution provisions of these Terms, will be finally determined under the law, in the location and by the dispute resolution process specified below (except as may be specified in the “Country/Jurisdiction-Specific Terms” section (Section 23)).

21.5 Compliance

Forefront Design Specialist has the right to verify (electronically or otherwise) Your installation of, access to, and use of any Offerings, including installation, access and use by Your Authorized Users. As part of any such verification, Forefront Design Specialist or its authorized representative will have the right, on 15 days’ prior notice to You, to inspect Your records, systems, and facilities, including machine IDs, serial numbers and other related information. Additionally, within 15 days of the verification request, You will, if requested,

provide copies of all records and other additional information related to Your (including Your Authorized Users') installation of, access to, and use of the Offerings. If Forefront Design Specialist determines that Your installation, access or use is not in conformity with these Terms (including any Additional Agreement, Special Terms or other applicable terms), You will promptly remedy the noncompliance, which may include purchasing valid subscriptions to bring Your usage into compliance, and pay the reasonable costs of the verification. Forefront Design Specialist reserves the right to seek any other remedies available at law or in equity.

21.6 Force majeure

Neither party will be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including acts of God, earthquake, fire, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, failure, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts of civil and military authorities and severe weather ("Force Majeure"). The affected party will give the other party prompt written notice (when possible) of the failure to perform and use its reasonable efforts to limit the resulting delay in its performance.

21.7 Export

When You obtain, access or use an Offering, You must comply with the export control and international trade laws and regulations of the United States and of any other country whose laws apply to You or Your Content. You must not access or use any Offering from within a U.S. sanctioned location or if You appear on any U.S. government restricted parties list. You must obtain U.S. government and any other required authorization before You obtain, access or use, or allow any third party to obtain, access or use, any Offering for a U.S.-restricted end use. Restricted end uses include, but are not limited to, work on nuclear, chemical or biological weapons or on missile systems capable of delivering them. You must not upload or otherwise provide Forefront Design Specialist with any content or materials (including Your Content) that constitute classified information or that are subject to the International Traffic in Arms Regulations ("ITAR") or its foreign counterparts. You must not upload or otherwise provide Forefront Design Specialist with any content or materials that cannot legally be transferred from Your location to the United States or from the United States to Your location. You must not use any Offering to make Your Content or any other content or materials available to any country, entity or other party that cannot legally receive them under U.S. and other applicable law.

21.8 Government

For U.S. Government procurement, all Offerings that constitute or include Software are deemed to be commercial computer software as defined in FAR 12.212 and DFARS 227.7202, as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S. Government will be solely in accordance with the license rights, restrictions and other terms set forth in these Terms (including any Additional Agreement or Special Terms).

21.9 Assignment

You may not assign or otherwise transfer these Terms or Your rights or obligations under these Terms (whether by operation of law or otherwise) without Forefront Design Specialist's prior written consent, and Forefront Design Specialist may terminate these Terms (including Your rights under these Terms) if You are acquired by, or come to be controlled by, any other person or entity (whether by acquisition of shares, merger, or other transaction) without such written consent of Forefront Design Specialist. Forefront Design Specialist may assign or otherwise transfer these Terms (without Your consent or notice to You) as part of a reorganization, merger, sale of assets or other transaction that involves all or a portion of the Offerings or related business.

21.10 No waivers

Failure to enforce or exercise any provision of these Terms is not a waiver of such provision, unless such waiver is specified in writing and signed by the party against which the waiver is asserted.

21.11 Severability

If and to the extent any provision of these Terms is held unenforceable under applicable law, (i) such provision will be deemed modified to the extent reasonably necessary to conform to applicable law but to give maximum effect to the intent of the parties set forth in these Terms, and (ii) such provision will be ineffective only as to the jurisdiction in which it is held unenforceable without affecting enforceability in any other jurisdiction.

22. Taxes

All Offerings or Software purchased from Forefront Design Specialist to "YOU" or "YOUR" company is NOT and WILL NOT be filed as a 1099 MISC Contract to the IRS for tax purposes. All FDS software purchases come with a Texas State Tax of 8.25% added to invoice. FDS software's come with free eLearning support. FDS software's do not come with maintenance or any boots on the ground support.

22. Entire Terms Agreement

These Terms, including the Privacy Statement, any Additional Agreement and any Special Terms (which are incorporated by reference in these Terms), constitute the entire agreement between You and Forefront Design Specialist (and merge and supersede any prior or contemporaneous agreements, discussions, communications, representations, warranties, advertising or understandings) with respect to the subject matter hereof.