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- 25. NUCLEAR.** Unless expressly authorized in writing by Siemens, the Software must not be used in or in connection with a nuclear facility or application. If Licensee uses any Software in connection with any nuclear facility or activity, it does so at its own risk and Licensee will indemnify, defend and hold Siemens harmless, and waives and will require its insurers to waive all right of recovery against Siemens, for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Siemens' negligence. Siemens' consent to Licensee's use of the Software in connection with any nuclear facility or application will be subject to additional terms and conditions that Siemens deems necessary to protect its interests.
- 26. SURVIVAL.** The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery, Title and Risk of Loss or Damage," "Export/Import Compliance," "Feedback," and "Nuclear" survive termination, expiration or cancellation of this Agreement.
- 27. ORDER OF PRECEDENCE AND CONTRADICTION OF TERMS.** In the event of inconsistency between or among these provisions, the following order of precedence shall govern: 1) The Confirmation of Order; 2) Exhibits to this Agreement; 3) This Agreement.
- 28. RELATIONSHIP OF THE PARTIES.** For all purposes, Licensor and Licensee will be deemed to be independent contractors and nothing contained herein will be deemed to constitute a joint venture, partnership, employer-employee relationship or other agency relationship. Neither party is, nor will either party hold itself out to be, vested with any power or right to contractually bind or act on behalf of the other party.