

## End User License Agreement for : STROMASYS SOFTWARE

**NOTICE TO USER ("LICENSEE", "YOU" or "YOUR"): THIS AGREEMENT GOVERNS USE BY LICENSEES OF THE STROMASYS SOFTWARE DESCRIBED HEREIN. LICENSEE AGREES THAT THIS AGREEMENT SERVES AS ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY LICENSEE. BY CLICKING TO ACKNOWLEDGE AGREEMENT TO BE BOUND TO THIS LICENSE, OR USING THE SOFTWARE, LICENSEE ACCEPTS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS ENFORCEABLE AGAINST ANY PERSON OR ENTITY THAT USES THE SOFTWARE AND ANY PERSON OR ENTITY (E.G., SYSTEM INTEGRATOR, CONSULTANT OR CONTRACTOR) THAT USES THE SOFTWARE ON ANOTHER PERSON'S OR ENTITY'S BEHALF.**

**THIS AGREEMENT SHALL APPLY ONLY TO THE SOFTWARE to which Licensee has obtained a valid license REGARDLESS OF WHETHER OTHER SOFTWARE IS REFERRED TO OR DESCRIBED HEREIN.**

**YOU MAY HAVE ANOTHER WRITTEN AGREEMENT WITH STROMASYS THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT.**

### 1. Definitions.

1.1 "Stromasys" means Stromasys LLC, a Delaware limited liability company based in Riverside, CA and its affiliates including, but not limited to, Stromasys SA, based in Geneva, Switzerland.

1.2 "Software" means Stromasys Charon software licensed to you subject to the terms and conditions contained herein.

1.3 "Authorized Platform" means either the Windows or Linux operating systems.

1.4 "Authorized Users" means employees and individual contractors (e.g., temporary employees) of Licensee that develops and/or builds applications using the Software.

1.5 "Documentation" means the user manuals and technical publications as applicable, supplied in connection with validly licensed Software relating to the installation, use and administration of the Software.

1.6 "BYOL" means Bring Your Own License.

1.7 "Sample Application Code" means the sample software code, application programming interface, header files and related information, and the file format specifications, if any, included as part of the Software as described in the Documentation or a "Read Me" file accompanying the applicable Software.

2. License. Subject to the terms and conditions of this Agreement, Stromasys grants Licensee a non-exclusive license to permit Authorized Users to use the Software solely on the Authorized Platforms, in the manner, and for the purposes described in the Documentation.

2.1 License Limitations. Licensee may only use the Software on the equipment or server on which it is initially installed, and shall not transfer the Software therefrom.

2.2 Documentation. Licensee may make and distribute copies of the Documentation for use by Authorized Users in connection with use of the Software in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation that Licensee makes must contain the same copyright and other proprietary notices that appear on or in the Documentation.

2.3 Outsourcing. Licensee may permit use of the Software by an Authorized User to operate the Software on Licensee's behalf, provided that: (a) Licensee provides Stromasys with prior written notice identifying the intended use of the Software and the particular parties who will be using of the Software; (b) Licensee is responsible for ensuring that any such Authorized User agrees to abide by and fully complies with the terms of this Agreement as they relate to the use of the Software on the same basis as applies to Licensee; (c) such use is only in relation to Licensee's direct beneficial business purposes as restricted herein; (d) such use does not represent or constitute an increase in the scope or number of licenses provided hereunder; and (e) Licensee shall remain fully liable for any and all acts or omissions by the Authorized User related to this Agreement.

### 2.4 Restrictions

2.4.1 Limited Modifications, No Reverse Engineering. Licensee shall not modify, port, adapt or translate the Software. Licensee shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software.

2.4.2 No Unbundling. The Software may include various applications, utilities and components, may support multiple platforms and languages or may be provided to Licensee on multiple media or in multiple copies. Licensee is not required to use all component parts of the Software, but Licensee shall not unbundle the component parts of the Software. Licensee shall not unbundle or repackage the Software for distribution, transfer or other disposition.

2.4.3 No Transfer. Licensee shall not sublicense, assign or transfer the Software or Licensee's rights in the Software, or authorize any portion of the Software to be copied onto or accessed from another individual or entity except as may be explicitly provided in this Agreement.

2.4.4 Prohibited Use. Except as expressly authorized through a separate custom hosting agreement, Licensee is prohibited from: (a) using the Software on behalf of third parties; (b) renting, leasing, lending or granting other rights in the Software including rights on a membership or subscription basis; (c) providing use of the Software in a computer service business, third party outsourcing facility or service, service bureau arrangement, time sharing basis, or as part of a hosted service; or (d) using any component, library, or other technology included with the Software other than solely in connection with its use of the Software.

2.4.5 License Limit. Licensee shall use the Software only as allowed by the Licensee's designated instance type.

2.4.6 Export Rules. Licensee acknowledges that the Software is subject to the U.S. Export Administration Regulations and other export laws, restrictions, and regulations (collectively, the "Export Laws") and that Licensee will comply with the Export Laws. Licensee will not ship, transfer, export, or reexport the Software, directly or indirectly, to: (a) any countries that are subject to US export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, and Syria) (each, an "Embargoed Country"), (b) any end user whom Licensee knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems (each, a "Prohibited Use"), or (c) any end user who has been prohibited from participating in the U.S. export transactions by any federal agency of the U.S. government (each, a "Sanctioned Party"). In addition, Licensee is responsible for complying with any local laws in its jurisdiction which may impact Licensee's right to import, export or use the Software. Licensee represents and warrants that (i) it is not a citizen of, or located within, an Embargoed Country, (ii) it will not use the Software for a Prohibited Use, and (iii) it is not a Sanctioned Party. All rights to use the Software are granted on condition that such rights are forfeited if Licensee fails to comply with the terms of this Agreement.

2.4.7 In the event that Licensee fails to comply with this Agreement, Stromasys may terminate the license and Licensee must destroy all copies of the Software (with all other rights of both parties and all other provisions of this Agreement surviving any such termination).

3. Intellectual Property Rights. The Software and any copies that Licensee is authorized by Stromasys to make are the intellectual property of and are owned by Stromasys LLC, its affiliates and its suppliers. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Stromasys LLC, its affiliates and its suppliers. The Software is protected by copyright, including without limitation by United States Copyright Law, United Kingdom Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. Except as expressly stated herein, this Agreement does not grant Licensee any intellectual property rights in the Software and all rights not expressly granted are reserved by Stromasys.

4. Updates. All upgrades and updates are provided to Licensee at Stromasys' sole discretion and are subject to the terms of this Agreement on a license exchange basis. Licensee agrees that by using an upgrade or update, Licensee voluntarily terminates Licensee's right to use any previous version of the Software. Any obligations that Stromasys may have to support previous versions during the license term may end upon the availability of this update. Upgrades and updates may be licensed to Licensee by Stromasys with additional or different costs and/or terms.

5. Support. Licensees shall be entitled to Gold level support from Stromasys for the Software as described at <http://www.stromasys.com/support/>. Platinum support is available in some cases, subject to additional fees. For the avoidance of doubt, Stromasys has no liability and provides no support for the hardware.

6. NO WARRANTY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED BY STROMASYS "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF PERFORMANCE, SECURITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, STROMASYS MAKES NO WARRANTY THAT (I) THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE WILL BE EFFECTIVE, ACCURATE OR RELIABLE; (III) THE QUALITY OF THE SOFTWARE WILL MEET YOUR EXPECTATIONS; OR THAT (IV) ANY ERRORS OR DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM STROMASYS OR THROUGH OR FROM USE OF THE SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

STROMASYS SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR USE OF THE SOFTWARE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SOFTWARE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM USE OF THE SOFTWARE. STROMASYS ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR SIMILAR CODE THAT IS DOWNLOADED TO YOUR COMPUTER AS A RESULT OF YOUR USE OF THE SOFTWARE.

STROMASYS DOES NOT CONTROL, ENDORSE OR ACCEPT RESPONSIBILITY FOR ANY MATERIALS OR SERVICES OFFERED BY OTHER THIRD PARTIES. STROMASYS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND SHALL NOT BE LIABLE FOR, OTHER THIRD PARTIES, THEIR MATERIALS OR SERVICES. ANY DEALINGS THAT YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK.

## End User License Agreement for : STROMASYS SOFTWARE

STROMASYS WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A RESULT OF A THIRD PARTY USING YOUR PASSWORD OR ACCOUNT OR ACCOUNT INFORMATION IN CONNECTION WITH THE SOFTWARE, EITHER WITH OR WITHOUT YOUR KNOWLEDGE.

THE FOREGOING EXCLUSIONS IN THIS SECTION 6 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION.

### 7. LIMITATION OF LIABILITY.

EXCEPT FOR THE EXCLUSIVE REMEDY SET FORTH ABOVE AND AS OTHERWISE PROVIDED IN SECTION 11, IN NO EVENT WILL STROMASYS OR ITS AFFILIATES OR SUPPLIERS BE LIABLE TO LICENSEE FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY EVEN IF A STROMASYS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. STROMASYS' AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE LESSER OF EITHER FIVE HUNDRED UNITED STATES DOLLARS (\$500) OR THE AGGREGATE AMOUNT PAID BY YOU FOR THE SOFTWARE. THIS LIMITATION WILL APPLY EVEN IF STROMASYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE LICENSEE ACKNOWLEDGES THAT THEY UNDERSTAND THAT THE SOFTWARE IS NOT DESIGNED OR LICENSED FOR USE IN APPLICATIONS IN HAZARDOUS ENVIRONMENTS SUCH AS OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR CONTROL OR LIFE CRITICAL APPLICATIONS. STROMASYS EXPRESSLY DISCLAIMS ANY LIABILITY RESULTING FROM THE USE OF THE SOFTWARE IN ANY SUCH APPLICATIONS AND ACCEPTS NO LIABILITY IN RESPECT OF ANY ACTIONS OR CLAIMS BASED ON THE USE OF THE SOFTWARE IN ANY SUCH APPLICATIONS BY YOU. FOR THE PURPOSE OF THIS PARAGRAPH THE TERM "LIFE CRITICAL APPLICATION" MEANS AN APPLICATION IN WHICH THE FUNCTIONING OR MALFUNCTIONING OF THE SOFTWARE MAY RESULT DIRECTLY OR INDIRECTLY IN PHYSICAL INJURY OR LOSS OF HUMAN LIFE.

THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 7 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION.

### 8. Intellectual Property Infringement.

Stromasys shall defend, indemnify and hold the Licensee harmless from and against any third party claim alleging that the SOFTWARE infringes any patent, copyright, trademark or other intellectual property right of a third party. If the Licensee's use of any of the SOFTWARE is, or in Stromasys' opinion likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Stromasys will either: (a) substitute for the SOFTWARE substantially functionally similar programs and documentation; (b) procure for the Licensee the right to continue using the SOFTWARE; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund the license fees and maintenance fees paid by the Licensee as reduced to reflect the use of the SOFTWARE from the applicable license purchase date prorated over a three (3) years period.

The foregoing indemnification obligation of Stromasys shall not apply: (1) if the SOFTWARE is modified by any party other than Stromasys without Stromasys prior written consent, but solely to the extent the alleged infringement is caused by such modification; (2) the SOFTWARE is combined with other non-Stromasys products or process not contemplated by the Documentation, but solely to the extent the alleged infringement is caused by such combination; (3) to any use of the SOFTWARE that is not authorized by the Documentation.

If a claim under this Section is received by the Licensee, the Licensee will provide Stromasys: (i) prompt notice of such claim giving (but in any event notice in sufficient time for Stromasys to respond without prejudice, but not later than 5 (five) days from receipt of such claim); (ii) the exclusive right to control and direct the investigation, defense, and settlement of such claim; and (iii) all reasonable necessary cooperation, at Stromasys' expense.

The Licensee acknowledges and agrees that this License is applicable only to the SOFTWARE, and does not grant the Licensee the right to use any other intellectual property of any third party. The Licensee acknowledges and agrees that it is solely responsible for obtaining any such rights, and that Stromasys is not granting any such rights, either implicitly or explicitly. Licensee shall indemnify and hold Stromasys and its respective successors, officers, directors, employees, and agents harmless from and against any and all actions, claims, losses, damages, liabilities, awards, costs, and expenses (including legal fees) resulting from or arising out of: (i) any breach or claimed breach of the foregoing; or (ii) the Licensee's unauthorized use of or infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party.

### 9 Governing Law.

This Agreement, each transaction entered into hereunder, and all matters arising from or related to this Agreement (including its validity and interpretation), will be governed and enforced by and construed in accordance with the substantive laws in force in the State of Delaware. The respective courts of Delaware shall have exclusive jurisdiction over all disputes relating to this Agreement. Notwithstanding any provision in this agreement, Stromasys or you may request any judicial, administrative, or other authority to order any provisional or conservatory measure, including injunctive relief, specific performance, or other equitable relief, prior to the institution of legal or arbitration proceedings, or during the proceedings, for the preservation of its rights and interests or to enforce specific terms that are suitable for provisional remedies. This agreement will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction.

### 10. General Provisions.

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. Updates and upgrades may be licensed to Licensee by Stromasys with additional or different costs and/or terms. The English version of this Agreement shall be the version used when interpreting or construing this Agreement. This is the entire agreement between Stromasys and Licensee relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software. Licensee shall comply with all applicable laws and regulations pertaining to this Agreement.

### 11. Notice to U.S. Government End Users.

11.1 Commercial Items. The Software and Documentation are "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202 1 through 227.7202 4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

11.2 U.S. Government Licensing of Stromasys Technology. Licensee agrees that when licensing Stromasys Software for acquisition by the U.S. Government, or any contractor therefore, Licensee will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. Sections 227 7202 1 and 227 7202 4 (for the Department of Defense). For U.S. Government End Users, Stromasys agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 C.F.R. Parts 60 1 through 60 60, 60 250, and 60 741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

### 12. Term and Termination.

This Agreement shall remain in effect until either (a) any material breach of this Agreement by Licensee occurs, (b) Licensee's cancellation of its use of the Software or expiration of its license or subscription, or (c) the transfer of the Software by the Licensee. Upon the occurrence of a or b, above, this Agreement shall automatically terminate. Upon termination of this Agreement for any reason, Licensee shall discontinue use of the Software and shall destroy the Software, Documentation and all copies thereto. Termination shall not, however, relieve either party of obligations incurred prior to the termination. The following Sections shall survive termination of this Agreement: 1 (Definitions), 3 (Intellectual Property Rights), 6 (No Warranty), 7 (Limitation of Liability), 9 (Governing Law), 10 (General Provisions), 11 (Notice to U.S. Government End Users), and 12 (Term and Termination). Stromasys reserves the right, in its sole discretion, to change, cease to provide or discontinue support for the Software at any time. In the event that Stromasys opts to cease provide or discontinue support for the Software, Stromasys will provide Licensees with prior notice.

### 13. Third-Party Beneficiary.

Licensee acknowledges and agrees that Stromasys' licensors (and/or Stromasys if Licensee obtained the Software from any party other than Stromasys) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Stromasys.

If Licensee has any questions regarding this Agreement or if Licensee wishes to request any information from Stromasys please use the address and contact information included with this product to contact the Stromasys office serving the Licensee's jurisdiction.

Stromasys and Charon are registered trademarks or trademarks of Stromasys in the United States and/or other countries. All other trademarks are the property of their respective owners.