End User License Agreement for CMS IntelliCAD

Last update: August 21, 2015

THIS AGREEMENT is a binding agreement between CAD-Manufacturing Solutions, Inc. ("CMS" or "LICENSOR") and you and, if applicable, the company or other legal entity you represent ("LICENSEE") (collectively, the "PARTIES"). By using the product(s) or service(s) delivered with this Agreement, you agree to be bound by the terms and conditions of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind the legal entity to this Agreement, in which case "you" shall mean such entity.

<p style="text-align:center">W I T N E S S E T H:</p>

WHEREAS, LICENSOR is the owner of, or has acquired rights to, certain Software and Documentation known as CMS IntelliCAD (the "Licensed Software");

WHEREAS, LICENSEE desires to use such Licensed Software; and

WHEREAS, LICENSOR desires to grant to LICENSEE and LICENSEE desires to obtain from LICENSOR a non-exclusive license to use the Software and related Documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

DEFINITIONS

"Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished, if any, to LICENSEE by LICENSOR in connection with the Software.

"License Fee" shall mean the amount as agreed upon between the PARTIES.

"Software" shall mean the CAD software program or routines known as CMS IntelliCAD as developed, licensed and delivered by LICENSOR to LICENSEE, together with all additions, enhancements, modifications, updates, upgrades and successors thereto which LICENSOR may, in its sole discretion, make available to LICENSEE from time to time.

LICENSE GRANT

LICENSOR hereby grants to LICENSEE a non-exclusive right and license to use the Software on ONE computer only, except as noted below. If LICENSEE pays for a DUAL license, as agreed to separately, LICENSEE may use the Software on TWO LICENSEE-controlled computers only. If LICENSEE pays for a Multi-User Pack, Educational, or Enterprise license, as agreed to separately, LICENSEE may use the Software on the number of LICENSEE-controlled computers the PARTIES agree to. If LICENSEE pays for a Cloud license subscription, LICENSEE may use the Software on ONE computer for a pre-determined calendar time-limitation. If LICENSEE subscribes to only try the Software, this Agreement will automatically terminate upon 15 days from the initial use of the Software. The Software shall be used only on such primary systems if they are operating properly. If any primary system is down, the Software may be used on a backup system for that primary system.

LICENSEE can request to reactivate the Software in a different machine. The number of activations is limited to two per year. License deactivation at the licensed machine is a prerequisite for a new activation. These limitations can be increased, or temporarily removed, if LICENSEE purchases a support or maintenance pack.

DELIVERY

LICENSOR shall deliver to LICENSEE a master copy of the Software licensed hereunder in object code form, in electronic files only.

COPIES

Printed Matter. Except as specifically set forth herein, no Software or Documentation which is provided by LICENSOR pursuant to this Agreement in human readable form, such as written or printed documents, shall be copied in whole or in

End User License Agreement for CMS IntelliCAD

part by LICENSEE without LICENSOR's prior written agreement. Additional copies of printed materials may be obtained from LICENSOR at the charges then in effect.

Machine Readable Matter. Except as specifically set forth herein, any Software provided in machine readable form may not be copied by LICENSEE in whole or in part, except for LICENSEE's backup or archive purposes and only one single copy of the Software may be archived. LICENSEE agrees to maintain appropriate records of the number and location of all copies of the Software and make such records available upon LICENSOR's request. LICENSEE further agrees to reproduce all copyright and other proprietary notices on all copies of the Software in the same form and manner that such copyright and other proprietary notices are originally included on the Software.

LICENSE FEES AND PAYMENT

License Fee. In consideration of the licenses granted herein, LICENSEE shall pay the License Fee or other consideration for the Software and Documentation as set forth herein. All amounts payable hereunder by LICENSEE shall be payable in United States funds without deductions for taxes, assessments, fees, or charges of any kind. Checks shall be made payable to LICENSOR and shall be forwarded to the LICENSOR.

Taxes and Other Charges. LICENSEE shall be responsible for paying all (i) sales, use, excise, value-added, or other tax or governmental charges imposed on the licensing or use of the Software or Documentation hereunder, (ii) freight, insurance and installation charges, and (iii) import or export duties or like charges.

PROTECTION OF SOFTWARE

Proprietary Notices. LICENSEE agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software, and to reproduce and include same on each copy of the Software.

No Reverse Engineering. LICENSEE agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

Ownership. LICENSEE further acknowledges that all copies of the Software in any form provided by LICENSOR or made by LICENSEE are the sole property of LICENSOR and/or its suppliers. LICENSEE shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of LICENSOR's proprietary rights therein.

CONFIDENTIALITY

Acknowledgement. LICENSEE hereby acknowledges and agrees that the Software and Documentation constitute and contain valuable proprietary products and trade secrets of LICENSOR and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, LICENSEE agrees to treat (and take precautions to ensure that its employees treat) the Software and Documentation as confidential in accordance with the confidentiality requirements and conditions set forth below.

Maintenance of Confidential Information. LICENSEE agrees to keep confidential all confidential information disclosed to it by the LICENSOR in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that LICENSEE shall not have any such obligation with respect to use of disclosure to others not parties to this Agreement of such confidential information as can be established to: (1) have been known publicly; (2) have been known generally in the industry before communication by the disclosing party to the recipient; (3) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (4) have been known otherwise by the recipient before communication by the disclosing party; or (5) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.

End User License Agreement for CMS IntelliCAD

Last update: August 21, 2015

Injunctive Relief. LICENSEE acknowledges that the unauthorized use, transfer or disclosure of the Software and Documentation or copies thereof will: (1) substantially diminish the value to LICENSOR of the trade secrets and other proprietary interests that are the subject of this Agreement; (2) render LICENSOR's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (3) cause irreparable injury in a short period of time. If LICENSEE breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, LICENSOR shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

Survival. LICENSEE's obligations under this Section will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

WARRANTIES; SUPERIOR RIGHTS

Ownership. Except for any rights as set forth herein, LICENSOR represents its belief that it is the owner of the entire right, title, and interest in and to Software, and that it has the sole right to grant licenses there under, and that it has not knowingly granted licenses there under to any other entity that would restrict rights granted hereunder except as stated herein.

LICENSEE's Sole Remedy. LICENSOR's entire liability and LICENSEE's exclusive remedy shall be, at LICENSOR's option, either: (1) return of the price paid; or (2) repair or replacement of the Software upon its return to LICENSOR.

Disclaimer of Warranties. LICENSOR DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN THIS SECTION ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY LICENSOR. THERE ARE NO OTHER WARRANTIES RESPECTING THE SOFTWARE AND DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF LICENSOR HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF LICENSOR IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF LICENSOR AS SET FORTH HEREIN.

Limitation of Liability. LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH LICENSOR IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY LICENSOR OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH LICENSEE'S USE OF THE SOFTWARE AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT LICENSOR SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY LOSS-OF-PROFIT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING OR USE OF THE SOFTWARE OR DOCUMENTATION. Any provision herein to the contrary notwithstanding, the maximum liability of LICENSOR to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of any Software delivered to LICENSEE hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to LICENSOR by LICENSEE for the Software whose license, use, or other employment gives rise to the liability. The essential purpose of this provision is to limit the potential liability of LICENSOR arising out of this Agreement. The parties acknowledge that the limitations set forth in this Section are integral to the amount of consideration levied in connection with the license of the Software and Documentation and any services rendered hereunder and that, were LICENSOR to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher.

GOVERNMENT CONTRACTS

If the Software or Documentation to be furnished hereunder are to be used in the performance of a government contract or subcontract, the software shall be provided on a "restricted rights" basis only and LICENSEE shall place a legend, in addition to applicable copyright notices, in the form provided under the governmental regulations. LICENSOR shall not be subject to any flow down provisions required by the governmental customer unless agreed to by LICENSOR in writing.

TERMINATION

End User License Agreement for CMS IntelliCAD

Last update: August 21, 2015

LICENSOR may terminate or suspend this Agreement if LICENSEE breaches any material provision of this Agreement. LICENSOR's right to terminate this Agreement is in addition to any other rights and remedies that may be available to LICENSOR, whether at law, in equity, or otherwise.

INDEMNITY

A. LICENSEE agrees to defend, indemnify and hold LICENSOR, its officers, directors, agents and employees, harmless against all costs, expenses and losses (including reasonable attorneys' fees and costs) incurred through claims of third parties against LICENSOR based on the manufacture or sale of the Licensed Software including, but not limited to, actions founded on product liability.

JURISDICTION AND DISPUTES

This Agreement shall be governed by the laws of Oregon. All disputes hereunder shall be resolved in the applicable state or federal courts of Oregon. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

AGREEMENT BINDING ON SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

WAIVER

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

SEVERABILITY

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

ASSIGNABILITY

The license granted hereunder is personal to LICENSEE and may not be assigned by any act of LICENSEE or by operation of law unless in connection with a transfer of substantially all the assets of LICENSEE or with the consent of LICENSOR.

INTEGRATION

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

COPYRIGHT