

CAD Exchanger End User License Agreement (ver. C0315)

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This End-User License Agreement (hereinafter referred to as the "EULA") is a legal agreement between You, the end user, who obtained or uses the Licensed Software, and CADEX. (Note however that this EULA does not govern CAD Exchanger SDK, which is subject to a separate license agreement).

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“Perpetual License” means a perpetual license to the Licensed Software according to the terms of Section 1.

“Licensed Software” means CAD Exchanger software, including any and all of the software components, documentation, example programs, license keys and other materials, including any updates thereto, that are provided by CADEX to You under this EULA.

“Subscription License” means a time-limited license to the Licensed Software according to the terms of Section 1.

“Updates” shall mean releases of the Licensed Software containing enhancements, new features, corrections and other modifications.

“You” and **“Your”** refer to and include any person and/or any entity that obtained this Licensed Software for his/her or its own use and not for purposes of further resale and any actual user of the Licensed Software.

1. LICENSE GRANT AND RESTRICTIONS

- 1.1. Subject to the terms and conditions of this EULA, CADEX grants to You, upon payment of the applicable license fees, a limited, non-exclusive nontransferable license to install and use the

functionality of the Licensed Software subject to all restrictions (limitations) and the scope of the License as may be provided by this EULA and the license keys provided by CADEX.

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 - 1.2.2. Duration. Use of the Licensed Software may be limited to a specific period of time, if it is stipulated in the License and/or in the documentation accompanying the purchase of the Licensed Software. The Licensed Software may not be used after the expiration of such time period.
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 - 1.2.2.2. If You acquired a Perpetual License then You may use the Licensed Software for an unlimited duration.
 - 1.2.3. Processing volume. The number of volume units (e.g. files or file size) that may be processed with the Licensed Software, if it is stipulated in the license, may be limited in one or more ways, such as limitations on the number of volume units that may be processed within particular time periods, such as monthly or annually, or on the overall number of volume units that may be processed.
- 1.3. You may not perform or make it possible for other persons to perform any activities included in the list below:

- 1.3.1. Reverse engineer, disassemble, decompile (i.e. reproduce and transform the object code into source code) or otherwise attempt to derive the source code for the Licensed Software or any part, except, and only to the extent, that such activity is expressly permitted by applicable law notwithstanding this limitation. If applicable law prohibits the restriction of such activities, any information so discovered must not be disclosed to third parties except as such disclosure is required by law and such information must be promptly disclosed to CADEX. All such information shall be deemed to be confidential and proprietary information of CADEX.
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- 1.3.4. Make it possible for any person not entitled to use the Licensed Software to access and/or use the Licensed Software, including without limitation in a multi-user system, virtual environment, or via the Internet.
- 1.3.5. Create software or services that compete with the Licensed Software or other software or services provided by CADEX, as well as create software that shall pass on functionality which in any way makes it possible for others to create software that uses Licensed Software. In particular, You may not create applications, which enable data import/export or other functionality provided by the Licensed Software, without prior written CADEX's consent.
- 1.3.6. Remove, change or obscure any copyright notices that appear on the Licensed Software.
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- 1.5. CADEX reserves all rights not expressly granted herein. Except as set forth in the EULA, no express or implied license or right of any kind is granted to You regarding the Licensed Software.

2. UPDATES, MAINTENANCE AND SUPPORT

- 2.1. During the license term, You may be provided with Updates that You may install at Your discretion. Your eligibility for Updates are determined by Your license type - Subscription License grants access to Updates during pre-paid subscription term, Perpetual License grants access during pre-paid twelve (12) month cycles that begin on the purchase date (each such twelve (12) month cycle being an "Annual Maintenance Term").
- 2.2. Subscription License and maintenance services for a Perpetual License are offered at CADEX's then-current fee structure.
- 2.3. If the maintenance fees for a Perpetual License are not paid on or before commencement of the Annual Maintenance Term, then maintenance services shall lapse. If You let lapse maintenance

services and later desire to reinstate such maintenance services then You may do so by paying to CADEX all maintenance fees that would have been due during the lapse plus an additional ten percent (10%) of such amount (but not more than a then-current Perpetual License fee). In addition, You agree to install all Updates necessary to bring Your installation of the Licensed Software current with the most recent release.

- 2.4. No support, consulting or any other services shall be delivered by CADEX pursuant to EULA. Any service shall be subject to a separate agreement between the parties.

3. TERM AND TERMINATION

- 3.1. This EULA is effective until terminated either upon expiration of a subscription term or as set forth in this Section.
- 3.2. You may terminate this EULA at any time by (i) ceasing its use of the Licensed Software, and (ii) either returning to CADEX or destroying all copies of the Licensed Software in Your possession or control.
- 3.3. CADEX may terminate this EULA if (i) You fail to pay any amounts outstanding at least thirty (30) days after the invoice date, or (ii) You continue to violate any material terms and conditions of this EULA after CADEX delivers written notice of such violation to You and provide You at least fifteen (15) days after the date of such notice to cure the violation.
- 3.4. Upon any termination of the EULA, You shall (i) immediately cease all use of the Licensed Software, (ii) either return to CADEX or destroy all copies of the Licensed Software in Your possession or control and (iii) upon CADEX written request, certify in writing to CADEX that your responsibilities in (i) and (ii) above have been promptly performed.
- 3.5. Surviving sections. Definitions and the provisions of Sections 4, 5, 6, 8 shall survive the expiration or termination of the EULA.

4. CONFIDENTIALITY

- 4.1. Each party acknowledges that during the term of the EULA each party may receive information from the other Party, that is confidential and of great value to the other party, and the value of which would be significantly reduced if disclosed to third parties ("Confidential Information"). Accordingly, when a party (the "Receiving Party") receives Confidential Information from the other party (the "Disclosing Party"), the Receiving Party shall only disclose such information to its employees, employees of its affiliates, directors, officers, attorneys, and contractors on a need to know basis, and shall cause them to:
- 4.1.1. maintain any and all Confidential Information in confidence;
 - 4.1.2. not disclose the Confidential Information to a third party without the Disclosing Party's prior written approval; and
 - 4.1.3. not, directly or indirectly, use the Confidential Information for any purpose other than for exercising its rights and fulfilling its responsibilities pursuant to the EULA.

- 4.2. Each party shall take reasonable measures to protect the Confidential Information of the other Party, which measures shall not be less than the measures taken by such party to protect its own confidential and proprietary information.
- 4.3. Obligation of confidentiality shall not apply to information that
 - 4.3.1. is or becomes publicly known through no action or inaction of the Receiving Party;
 - 4.3.2. was already in the possession of the Receiving Party at the time of disclosure without an obligation of confidentiality, direct or indirect, to the Disclosing Party;
 - 4.3.3. is obtained by the Receiving Party from an independent third party without a breach of such third party's obligations of confidentiality;
 - 4.3.4. is independently developed by the receiving Party without use of or reference to materials provided by the disclosing Party;
 - 4.3.5. the Receiving Party is legally compelled to disclose, in which case the Receiving Party shall notify the Disclosing Party of such compelled disclosure and assert the privileged and confidential nature of the information and cooperate fully with the Disclosing Party to limit the scope of disclosure and the dissemination of disclosed Confidential Information to the minimum extent necessary.
- 4.4. The obligations under this Section shall continue to remain in force for a period of three (3) years after the last disclosure, and, with respect to trade secrets, for so long as such trade secrets are protected under applicable trade secret laws.
- 4.5. Confidential files. CADEX may use computer files received from You to debug or otherwise improve Licensed Software. CADEX shall have the right to extract and to store a minimum possible subset of information from the received files for its internal testing purposes.

5. LIMITED WARRANTY AND WARRANTY DISCLAIMER

- 5.1. CADEX warrants that except with respect to evaluation or pre-release versions of the Licensed Software, for a period of ninety (90) days from the date of initial delivery, when used with a recommended hardware configuration, Licensed Software will perform in substantial conformance with product documentation. The warranty period only applies to the initial delivery of the Licensed Software; delivery of Updates shall not restart or have any other effect on the warranty period.
- 5.2. CADEX shall not be responsible for errors, defects or non-conformities to the extent caused by Your files, data or third-party software. The above warranties also specifically exclude defects resulting from: (i) modifications made to the Licensed Software by anyone other than CADEX; (ii) Your failure to install the most recent Update; (iii) Your use of the Licensed Software in connection with any computer equipment or devices that do not meet the requirements set forth in the documentation; or (iv) Your use of the Licensed Software in a manner that is not authorized in the EULA.
- 5.3. CADEX DOES NOT WARRANT THAT LICENSED SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.
- 5.4. Prior to entering this EULA, You were granted access to the evaluation version of the Licensed Software for a period of at least thirty (30) days for testing and making a deliberate decision to

purchase a software license. Your sole and exclusive remedy and CADEX's sole responsibility for a breach of the warranty is to either repair or replace, at CADEX's discretion, the non-conforming Licensed Software; provided, however, that CADEX receives a warranty claim during the warranty period. License fees shall not be refunded or claimed as a credit in any event or for any reason.

- 5.5. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF INITIAL DELIVERY.
- 5.6. EXCEPT AS STATED IN THE THIS SECTION, THE LICENSED SOFTWARE IS PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF DESIGN, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

6. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 6.1. Limitation of Liability.
 - 6.1.1. EXCEPT FOR (I) CASES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND (II) BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR INTERRUPTION OF BUSINESS OR FOR LOSS OR CORRUPTION OF DATA, EVEN IF SUCH PARTY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
 - 6.1.2. EXCEPT FOR (I) CASES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND (II) BREACH OF CONFIDENTIALITY, EACH PARTY'S TOTAL LIABILITY UNDER OR IN RELATION TO THE EULA, REGARDLESS OF THE BASIS OF THE CLAIM, SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO CADEX IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT RESULTING IN SUCH LIABILITY.
- 6.2. **Indemnification.** Each party ("Indemnitor") shall defend, indemnify and hold the other party, its affiliates, contractors, employees, directors, officers, customers and suppliers (collectively "Indemnitees"), harmless from and against all damages, costs, expenses, liability, losses, awards, settlements, fines and penalties arising from (i) in the case of CADEX as Indemnitor, third party claims that the Licensed Software infringes upon intellectual property rights, (iii) Indemnitor's negligence, fraud, willful misconduct or violation of law, and (iv) Indemnitor's breach of warranty.

7. DISPUTE RESOLUTION AND GOVERNING LAW

- 7.1. The applicable law under the EULA is that of the country of CADEX's registration. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

- 7.2. Any dispute arising from the EULA shall be settled in accordance with the mandatory pre-trial procedure for the settlement of disputes. A claim shall be considered and responded to within five (5) working days of receipt, but no more than ten (10) working days from the date the claim is sent by a Party.
- 7.3. Any unresolved dispute shall be submitted to mediation in accordance with the WIPO (World Intellectual Property Organization) Mediation Rules. The place of mediation shall be chosen in accordance with the WIPO procedures. The language to be used in the mediation shall be English.
- 7.4. Any unresolved dispute shall be finally settled by arbitration. The arbitration shall be held in the country of CADEX's registration and the process shall be conducted in English.

8. GENERAL PROVISIONS

- 8.1. **Entire Agreement.** This EULA and the exhibits hereto, constitute the complete agreement between the Parties and supersede all prior discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein. In the event of any conflict or inconsistency between this EULA and any Purchase Order, the terms of this EULA will prevail over the terms of the Purchase Order with respect to such conflict or inconsistency.
- 8.2. **Taxes.** All license fees and other charges are exclusive of any value added tax, use tax, sales tax, withholding tax and other taxes or duties levied directly for the sale, delivery or use of Licensed Software hereunder pursuant to any applicable law. Such applicable taxes must be set forth in the applicable invoice and shall be paid by You to CADEX.
- 8.3. **Assignment.** You may not assign this EULA or the rights and obligations thereunder to any other person or entity without the prior written consent of CADEX. CADEX may assign or delegate any or all of its rights or obligations under this EULA in whole or in part at its discretion. Any assignment in violation of this Section is void and of no effect. This EULA will be binding upon and inure to the benefit of the parties, their legal representatives, permitted transferees, successors, and assigns as permitted by this EULA.
- 8.4. **Third-party software.** The Licensed Software may include third party software, data or other materials that are subject to and provided in accordance with terms that are in addition to or different from the terms set forth in the EULA. Such terms may be included or referenced in or with such third-party software, data or other materials or a web page specified by CADEX (the URL for which may be obtained on CADEX's website or on request to CADEX). The list of third party software, data or other materials may be amended from time to time.