

CAD Exchanger License Agreement

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This CAD Exchanger License Agreement ("Agreement") is a legal agreement between CADEX Ltd or any of its affiliates ("Licensor") and you (either an individual or a legal entity) ("Licensee") for the Licensed Software (as defined below). Collectively, Licensor and Licensee referred to hereinafter as the "Parties" or singularly the "Party", agree as follows:

1 DEFINITIONS

- "Affiliate" of a Party shall mean an entity (i) which is directly or indirectly controlling such Party; (ii) which is under the same direct or indirect ownership or control as such Party; or (iii) which is directly or indirectly owned or controlled by such Party.
- "Application" shall be mean Licensee's software created using the Licensed Software.
- "Contractor(s)" shall mean third party consultants, distributors and contractors performing services to the Licensee under applicable contractual arrangement.
- "License Term" shall mean the validity period of the license, during which the Licensee is entitled to use the Licensed Software. Unless otherwise defined in this Agreement or explicitly agreed between the Parties, the License Term is one (1) year from the date of providing a license key by Licensor.
- "Licensed Software" shall mean software, documentation, example programs, license keys and other materials, including any updates thereto, that are provided by Licensor to Licensee under this Agreement.
- "Redistributables" shall mean the portions of the Licensed Software that may be distributed pursuant to the terms of this Agreement in object code form only and as described in the file redistrib.txt included into the Licensed Software.
- "Renewal Term" shall mean an extension of previous License Term.
- "Updates" shall mean releases of the Licensed Software containing enhancements, new features, corrections and other modifications.

2 LICENSES GRANTED

2.1 CAD Exchanger GUI

License granted for CAD Exchanger GUI is defined in Schedule A.

2.2 CAD Exchanger CLI

License granted for CAD Exchanger CLI is defined in Schedule B.

2.3 CAD Exchanger Development Tools

CAD Exchanger Development Tools include:

- CAD Exchanger SDK and add-ons thereto
- CAD Exchanger Web Toolkit
- CAD Exchanger Cloud API
- Other CAD Exchanger development tools and add-ons

License granted for CAD Exchanger development tools is defined in Schedule C.

3 LICENSE RESTRICTIONS

3.1 Common Restrictions

Licensee may not:

- (i) remove or alter any copyright, trademark or other proprietary rights notice contained in any portion of the Licensed Software;
- (ii) reverse engineer, decompile or disassemble the Licensed Software;
- (iii) attempt to modify or tamper with the normal function of a license manager that regulates usage of the Licensed Software;
- (iv) create Application(s) or render services competing with Licensed Software or services rendered by Licensor;
- (v) distribute, sublicense, rent, lease or otherwise use the Licensed Software except as provided in this Agreement.

Licensee shall cause all of its Affiliates and Contractors entitled to use licenses granted under this Agreement, to be contractually bound to comply with the relevant terms of this Agreement and not to use the Licensed Software beyond the terms hereof and for any purposes other than operating within the scope of their services for Licensee. Licensee shall be responsible for any and all actions and omissions of its Affiliates and Contractors relating to the Licensed Software and use thereof (including but not limited to payment of all applicable fees).

3.2 Evaluation License

When using the Licensed Software under Evaluation license, the Licensee may use Licensed Software only for internal evaluation purposes and only for the term of the evaluation time period. Licensee may not distribute any portion of the Licensed Software. When Licensed Software is used for developing the Application, the Application may only be used for evaluation purposes and only for the term of the evaluation period.

3.3 Restrictions Specific to License Type

Depending on a license type, the Licensed Software may be installed on restricted set of computers and/or used by restricted set of users as defined in this Section.

3.3.1 In-house usage

When using the Licensed Software licensed for in-house usage, the Application may only be used by Licensee's employees and/or contractors. In-house usage shall not be used in any revenue generating activities.

3.3.2 Single user license

When using the Licensed Software under the Single user license, Licensee may install and use the Licensed Software only on a single designated computer by a single designated user the license has been activated by, unless otherwise agreed between the Parties.

3.3.3 Server license

When using the Licensed Software under the Node-locked license, Licensee may install and use the Licensed Software only on a single designated computer by no more than the authorized number of concurrent users. A separate license is required for each additional concurrent user and/or computer in all other cases.

3.3.4 Site license

When using the Licensed Software under the Site license, Licensee may install and use the Licensed Software on a an unlimited number of designated computers in the authorized company's office with registered physical address, grouped into one common network domain. The Licensed Software may be used by no more than the authorized number of concurrent users. The Licensed Software may only be used by employees of the authorized office. A separate license is required for each additional use.

3.3.5 Company license

When using the Licensed Software under the Company license, Licensee may install and use the Licensed Software on an unlimited number of designated computers in any company's office, grouped into one common network domain. The Licensed Software may be used by no more than the authorized number of concurrent users. A separate license is required for each additional use.

4 UPDATES

4.1 Access to Updates

Depending on the purchased license type, Licensee may be entitled to receive Updates during the License Term. Following that period, Licensor shall no longer make the Updates available to Licensee unless Licensee pays license fees to retain access to Updates, for the new License Term, at terms and conditions applicable at the time of renewal.

4.2 Single License Term

In the case of distinct purchases of components of the Licensed Software, all such components shall have one common License Term.

If Licensee purchases additional component(s) of the Licensed Software within three months after initial purchase (or commencement of a new Renewal Term) then the License Term of the additional component(s) is set equal to initial License Term.

If Licensee purchases additional component(s) later than three (3) months after initial purchase (or commencement of a new Renewal Term) then the License Term will be set to the License Term of the additional component(s). At the same time Licensee shall pay a prorated fee for extending the initial License Term for initial component(s).

5 SUPPORT, CONSULTING AND OTHER SERVICES

No support, consulting or any other services shall be delivered by Licensor under this agreement. Any service shall be subject to a separate agreement between Licensor and Licensee.

6 PAYMENTS

6.1 License Fees

The License Fees shall not be refunded or claimed as a credit in any event or for any reason whatsoever.

6.2 Tier-Based License Fees

For some Licensed Software license fees may be defined in accordance with the revenue received by the Licensee. In this case the revenue shall mean total gross revenue generated by:

- (i) Application which uses Licensed Software and/or;
- (ii) Services rendered by or any other activities by Licensee or its Affiliates involving use of Licensed Software.

In event Application supports functioning of hardware distributed by Licensee combined gross revenue of hardware and Application shall be taken into account.

If Application represents a distinct plug-in, module or another similar add-on then the total gross revenue of the Licensee's software (plus hardware if applicable), which uses that add-on shall be taken into account.

6.3 Payment Terms

License Fees and any other charges under this Agreement shall be paid by Licensee no later than ten (10) days from the date of the applicable invoice from Licensor unless otherwise agreed between the parties.

In the case when payment is delayed for more than 10 days after commencement of the new Renewal Term, a late payment charge of one percent per month shall be charged on any unpaid balances that remain past due. An incomplete month shall be rounded up.

6.4 Reinstatement fees

When Licensee decides to suspend access to Updates (whenever permitted by the Agreement) and later decides to renew such access, the reinstatement fee shall be applied. The reinstatement fee will be calculated as a minimum of: a) 80% (eighty percent) of the respective fees which would have been paid by Licensee if the access had not been suspended; b) cost of a new license at the time of reinstatement.

7 COMPLIANCE; AUDIT RIGHTS

To ensure compliance with the Agreement, the Licensor or its authorized representative, may conduct audit of the Licensee with respect to the Licensee's use of the Licensed Software. Within 5 (five) business days from the date of the request, the Licensee shall provide all pertinent records and information requested in order to verify compliance with the Agreement along with a signed verification that all such information is complete and correct.

If the audit reveals that Licensee is using the Licensed Software beyond scope of the licenses Licensee has paid for, Licensee shall pay the Licensor 150% of any amounts owed for such unauthorized use within 30 days from receipt of the corresponding invoice from Licensor.

8 TERM AND TERMINATION

8.1 Agreement Term

This Agreement shall enter into force upon any of the following:

- (i) explicit signature by both Parties;
- (ii) payment of any of the invoice from Licensor;
- (iii) using click-to-accept or similar mechanism;
- (iv) any other due acceptance by both Parties.

The Agreement shall remain in force for as long as there is any licenses purchased under this Agreement, unless and until terminated pursuant to the terms of this Section 8.

8.2 Termination and suspension of rights

Either Party shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the other Party commits a material breach of any obligation of this Agreement and fails to remedy such breach within such notice period.

Licensor shall have the right to terminate this Agreement should Licensee fails to pay any due fees within sixty (60) days from the corresponding invoice from Licensor or after commencement of a new Renewal Term (whatever is later).

Instead of termination, Licensor shall have the right to suspend or withhold grants of all rights to the Licensed Software hereunder, including but not limited to the licenses and support, should Licensee fail to make payment in timely fashion or otherwise violates or is reasonably suspected to violate its obligations or terms of this Agreement, and where such violation or breach is not cured within five (5) business days following Licensor's written notice thereof.

8.3 Parties' Rights and Duties upon Termination

Upon expiry or termination of the Agreement, Licensee shall cease using the Licensed Software and distribution of the Redistributables under this Agreement.

Upon termination the Licensee shall destroy all copies of the Licensed Software and all related materials and will certify the same to Licensor upon its request.

Expiry or termination of this Agreement for any reason whatsoever shall not relieve Licensee of its obligation to pay any fees accrued or payable to Licensor prior to the effective date of termination, and Licensee shall pay to Licensor all such fees within five (5) business days upon the effective date of termination.

9 NO WARRANTY

THE MATERIALS ARE 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.

10 LIMITED LIABILITY

If, warranty disclaimer notwithstanding, Licensor is held liable to Licensee, Licensor's entire liability to Licensee shall be limited, at Licensor's discretion, to correction of error in the Licensed Software, replacement of the Licensed Software or return of the applicable fees paid for defective Components prorated to the time period during which the Licensee is not able to use the Licensed Software under the terms of this Agreement.

Licensor shall not, under any circumstances, be liable for any damages, damages for loss of profits or interruption of business or for loss or corruption of data.

Licensee shall indemnify and hold Licensor, and its suppliers, harmless from and against any claims or liabilities arising from the use of Licensed Software and/or Application.

11 GENERAL PROVISIONS

Licensed Software is licensed, not sold. Licensor shall own title, intellectual property and any other rights not expressly granted to Licensee under this Agreement.

Licensee shall not be entitled to assign or transfer all or any of its rights and obligations under this Agreement without the prior written consent of Licensor. Licensor shall be entitled to freely assign or transfer any of its rights or obligations under this Agreement.

Licensor may include Licensee's company name and logo into a list of its customers and in its public communications.

11.1 Entire Agreement

This Agreement 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 Agreement and any Purchase Order, the terms of this Agreement will prevail over the terms of the Purchase Order with respect to such conflict or inconsistency.

12 THIRD PARTY SOFTWARE

The Licensed Software may include third party software and materials. The license terms with those software and materials apply to Licensee's use of them, and Licensor is not liable for them.

13 Schedule A. Additional terms for CAD Exchanger GUI

Licensor grants to Licensee a worldwide, non-exclusive, non-transferable license, valid for the License Term, to use the Licensed Software in accordance with its purpose and as documented in the Licensed Software.

The Licensed Software can be installed and used in accordance with one of the usage models:

- Single user seat license
- Server license
- Site license
- Company license

14 Schedule B. Additional terms for CAD Exchanger CLI

Licensor grants to Licensee a worldwide, non-exclusive, non-transferable license, valid for the License Term, to use the Licensed Software in accordance with its purpose and as documented in the Licensed Software.

The Licensed Software can be installed and used in accordance with one of the usage model:

- Server license
- Site license
- Company license

15 Schedule C. Additional terms for CAD Exchanger Development Tools

15.1 Development with Licensed Software

Licensor grants to Licensee a worldwide, non-exclusive, non-transferable license, valid for the License Term, to use and copy the Licensed Software for the sole purposes of designing, developing, and testing Application.

The Application name shall be provided to Licensor and may be included into the license key. Use of Licensed Software for and with other Application(s) requires additional Agreement(s) with Licensor.

Upon expiry of the initial License Term, the respective License Terms shall be automatically extended to one or more Renewal Term(s), unless and until either Party notifies the other Party in writing that it does not wish to continue the License Term. Such notification shall be provided to the other Party no less than thirty (30) days before expiry of the respective License Term.

Any such Renewal Term shall be subject to license fees applicable at the commencement date of any such Renewal Term.

In the event of unpaid license fees within ten (10) days after commencement of the Renewal Term Licensor may execute its rights on terminating the Agreement as defined in Section 8.

15.1.1 License key

The license key shall be provided by Licensor within five (5) business days upon payment receipt of the due license fees.

With every new Renewal Term Licensor shall provide an updated license key which must be used by Licensee to replace the previous license key in order to continue using Licensed Software.

15.2 Distribution of Application

Licensor grants to Licensee a worldwide, non-exclusive, non-transferable, revocable (for cause pursuant to this Agreement) license, valid for the License Term, to distribute the object code form of Redistributables for execution of Application.

Copies of Redistributables may only be distributed with and for the sole purpose of executing Application permitted under this Agreement that Licensee has created using the Licensed Software. Under no circumstances may any copies of Redistributables be distributed separately.

Right to distribute the Redistributables as part of the Application is conditional upon the Licensee not having any unpaid license fees owed to Licensor at the time of distribution of any Redistributables.

15.3 Additional Restrictions

The licenses granted under this Agreement are conditional and subject to Licensee's compliance with the following terms:

- (i) Application must add primary and substantial functionality to the Licensed Software.
- (ii) Application may not pass on functionality which in any way makes it possible for others to create software that uses Licensed Software.