**Tormach Inc. End User License Agreement**

**for Tormach Machine Controller Images and Graphics (“Images EULA”)**

**IMPORTANT – PLEASE READ THE FOLLOWING CAREFULLY:**

* **BY INSTALLING, COPYING OR OTHERWISE USING ANY OF THE IMAGE FILES (AS DEFINED BELOW), YOU AGREE TO BE BOUND BY THE TERMS OF THIS IMAGES EULA. YOUR AGREEMENT TO THIS IMAGES EULA IS A CONDITION TO TORMACH’S GRANT TO YOU OF THE RIGHTS CONTAINED HEREIN, WHICH INCLUDE THE RIGHTS TO USE THE IMAGE FILES UNDER TORMACH’S COPYRIGHTS. IF YOU DO NOT AGREE TO THE TERMS OF THIS IMAGES EULA, DO NOT INSTALL, COPY, OR USE THE IMAGE FILES.**
* **Please note that this Images EULA applies only to the Image Files, as defined below.** The Tormach Machine Controller software designed for use with Tormach CNC machines, provided separately in machine-readable object code and source code form (the “Tormach Software”), is not licensed pursuant to this Images EULA, but pursuant to the terms of the separate Tormach Inc. End User License Agreement for Tormach Machine Controller Software (“Software EULA”) which incorporates the terms of the GNU General Public License (“GPL”) (see <http://www.gnu.org/copyleft/gpl.html>).

This Tormach Inc. End User License Agreement for Tormach Machine Controller Images and Graphics (“Images EULA”) is a legal contract between you, either as an individual or a single entity (“you”), and Tormach Inc., with offices at 1071 Uniek Drive, Waunakee, WI 53597 USA (“Tormach”). It governs your use of the **Tormach Machine Controller Images and Graphics** provided in the form of machine-readable files and any metadata contained in such files (collectively, the **“Image Files”**).

This Images EULA may be amended from time to time by Tormach with notification to you, including posting on Tormach’s website (see [www.tormach.com](http://www.tormach.com)). You agree that any amendments to this Images EULA made by Tormach and communicated by Tormach posting them on its website constitutes sufficient notice to you. You agree to be bound to any amendment to this Images EULA if you continue to use any Image Files after any such notification described above.

1. **LICENSE GRANT**. The Image Files are licensed to you and not sold. Subject to the terms of this Images EULA, Tormach grants you a personal, non-exclusive, non-transferable (subject to Section 11), non-sublicensable, and revocable license to use the Image Files solely as permitted by the functionality of, and in conjunction with, your authorized use of the Tormach Software as installed on Tormach machines. You may use the Image Files on as many Tormach machines on which the Tormach Software is installed and used in compliance with the separate Tormach Software EULA. No other use of the Image Files is permitted. The Tormach Software is provided separately by Tormach in machine-readable object code and source code form under the terms of the separate Software EULA and is not governed by this Images EULA.
2. **RESERVATION OF RIGHTS**. You acknowledge that the Image Files are the copyrighted property of Tormach and protected by U.S. Copyright Law and international treaties. Tormach and its third-party licensors (“Licensors”) reserve all such rights with respect to the Image Files, except for the license expressly granted to you in Section 1. Except for such express license, no right, title, interest or license in or to the Image Files, whether by implication, estoppel or otherwise, is granted, assigned or transferred to you. You agree not to take any action that interferes, in any manner, with Tormach or its Licensors’ rights with respect to the Image Files. All rights not expressly granted by Tormach herein are reserved by Tormach.
3. **RESTRICTIONS.** You acknowledge and agree that you will not: (a) reproduce the Image Files, except as expressly permitted under Section 1; (b) modify, adapt, translate or create any derivative works of the Image Files; (c) attempt to circumvent, disable or delete any copy protection or other security feature contained within the Image Files by any means or in any manner; (d) attempt to decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Image Files (to the extent any source code is contained therein); (e) distribute, encumber, sell, rent, lease, sublicense, or otherwise transfer, publish or disclose the Image Files to any third party (except as permitted under Section 11); or (f) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Image Files or contained within their metadata or used in connection with the Image Files.
4. **UPDATES; NON-PERSONALLY IDENTIFIABLE INFORMATION.**
   1. **Updates.** Tormach may, from time to time, issue updated versions of the Image Files (collectively, “Image Updates”). You acknowledge that Tormach has no obligation to provide you with any Image Updates nor support for same. The Tormach Software may automatically connect to Tormach or third-party servers via the Internet to check for available updates to the Image Files (collectively, “Image Updates”) and may either (a) automatically electronically update or replace the version of the Image Files that you are using on your Tormach machine, or (b) provide you the option of manually downloading such Image Updates. By installing the Image Files and not disabling the feature which automatically checks for Image Updates, if applicable, you hereby agree and consent to automatically request and receive Image Updates from Tormach or third-party servers, and that the terms and conditions of this Images EULA shall apply to all such Image Updates. Additional or alternative license terms or a supplemental Images EULA may accompany an Image Update, which you must agree to in order to use the Image Update.
   2. **Non-Personally Identifiable Information.** The Image Files may contain automatic communications features which relay certain non-personally identifiable information to Tormach and/or its third-party data analytics providers in connection with the operation of the Image Files. This information may include your Image Files settings, versions of the Image Files you are using, and other items as identified in the Tormach Privacy Policy (available at <http://www.tormach.com/privpolicy.html>). Tormach and its data analytics providers may use this information for research purposes including statistical analysis of aggregate customer behavior. You agree to the terms of the Tormach Privacy Policy, which are expressly incorporated herein by reference.
5. **DISCLAIMER OF WARRANTY**. THE IMAGE FILES ARE PROVIDED TO YOU “AS IS” WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TORMACH AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS OR LACK OF VIRUSES. TORMACH DOES NOT WARRANT THAT THE IMAGE FILES WILL MEET YOUR REQUIREMENTS OR BE ERROR-FREE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE IMAGE FILES REMAINS WITH YOU. THE FOREGOING WARRANTY DISCLAIMER SHALL NOT MODIFY, CONSTRUE OR AMEND THE APPLICABLE WARRANTY THAT RELATES TO YOUR USE, IF APPLICABLE, OF TORMACH MACHINES.
6. **LIMITATION ON LIABILITY**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TORMACH OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION LOSS OF DATA, COMPUTER SYSTEM FAILURE, MALFUNCTION OR OTHER PECUNIARY LOSS RELATING TO OR ARISING OUT OF THIS IMAGES EULA OR THE USE OF OR INABILITY TO USE THE IMAGE FILES, EVEN IF TORMACH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL TORMACH’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN CONNECTION WITH THE IMAGE FILES EXCEED, IN THE AGGREGATE, FOR ANY AND ALL CLAIMS, THE SUM OF $25. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. TORMACH IS NOT RESPONSIBLE OR LIABLE FOR ANY INFECTIONS OR CONTAMINATION OF YOUR SYSTEM, DAMAGE TO YOUR SYSTEM, OR DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISING OUT OF OR RELATED TO YOUR USE OF THE IMAGE FILES.
7. **U.S. GOVERNMENT RESTRICTED RIGHTS**. The Image Files are provided with restricted rights. Use, duplication, or disclosure by the U.S. government is subject to restrictions as set forth in subparagraph (b)(3)(i) of The Rights in Technical Data and Computer Software clause of DFARS 252.227- 7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. The manufacturer is Tormach Inc., 1071 Uniek Drive, Waunakee, WI 53597 USA.
8. **EXPORT RESTRICTIONS**. Tormach makes no representation that the Image Files are appropriate for use in your country of use. You acknowledge that no part of the Image Files or underlying information or technology may be downloaded or otherwise exported or re-exported into (or to a national or resident of) any countries subject to U.S. trade embargo (currently Iran, Cuba, Syria, North Korea, and Sudan), or anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Denial Orders. By using the Image Files, you are agreeing to the foregoing, and are representing and warranting that you are not located in or under the control of a national or resident of any such country or on any such list.
9. **INDEMNITY**. You hereby agree to indemnify, defend and hold Tormach and its Licensors harmless from and against any and all liabilities, damages, claims, fines and expenses (including reasonable attorney’s fees and costs) arising out of any breach of this Images EULA by you.
10. **TERM; TERMINATION**. The license rights granted herein are effective until terminated. Without prejudice to any other Tormach rights, this Images EULA shall terminate automatically without notice if you fail to comply with your obligations under this Images EULA. You may terminate this license at any time by destroying the Image Files and all copies thereof. Upon termination, you must immediately cease all use of the Image Files and destroy all copies of the Image Files. In addition to any other remedy available to Tormach, you agree that Tormach may seek immediate injunctive relief in the event of a breach of this Images EULA by you.
11. **TRANSFER.** You may not assign or otherwise transfer, by operation of law or otherwise, this Images EULA or the Image Files. Notwithstanding the foregoing, you may permanently transfer all your rights under this Images EULA to a buyer of the Tormach machine on which the Image Files and Tormach Software are used, provided (a) such buyer agrees to assume all of your obligations under this Images EULA, and (b) you transfer all copies of the Image Files to such buyer and cease all use of the Image Files.
12. **SUPPORT.** For questions regarding the Image Files, please visit Tormach’s website support page at <http://www.tormach.com/support.html> or contact Tormach’s customer support team using the web form at [http://www.tormach.com/contact.html#](http://www.tormach.com/contact.html).
13. **MISCELLANEOUS.** This Images EULA constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings. This Images EULA shall be governed by the laws of the State of Wisconsin, without regard to conflicts of law provisions. You and Tormach both consent to the exclusive jurisdiction of the state and federal courts sitting in Milwaukee, Wisconsin. This Images EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. If any provision of this Images EULA is held unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Images EULA if no such modification is possible, and other provisions of this Images EULA shall remain in full force and effect. The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement. A waiver by either party of any term or condition of this Images EULA or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. The provisions of this Images EULA that require or contemplate performance after the termination of this Images EULA shall be enforceable notwithstanding such termination. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay any amount owed), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control. The provisions of this Agreement are for the sole benefit of the parties hereto. Except as expressly provided herein, this Agreement neither confers any rights, benefits, or claims upon any person or entity not a party hereto nor precludes any actions against, or rights of recovery from, any persons or entities not parties hereto. For any disputes arising under this Images EULA or with regard to Tormach’s copyrights in the Image Files, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith. Each party acknowledges that it has had the opportunity to have this Agreement reviewed by legal counsel and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any other document executed and delivered by either party in connection with the transactions contemplated by this Agreement.

End of Images EULA.