

**END USER LICENSE AGREEMENT  
OF CAMWORKS®**

**NOTICE TO USER: BY INSTALLING THIS SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ IT CAREFULLY.**

The terms and conditions that follow set forth a legal agreement between you - the end user (either an individual or named company), and Geometric Americas Inc., a company with its office at 50 Kirts Blvd Suite A, Troy, MI 48084 USA ("Geometric"), relating to the CAMWORKS® software (the "Software") from Geometric that you wish to install.

**THIS LICENSE AGREEMENT (THE "AGREEMENT") SHALL GOVERN YOUR INSTALLATION AND USE OF THE SOFTWARE AND THE PRINTED AND/OR ELECTRONIC USER DOCUMENTATION (THE "DOCUMENTATION") ACCOMPANYING THE SOFTWARE. IF YOU DO NOT ACCEPT OR AGREE WITH THESE TERMS, YOU MAY NOT INSTALL OR USE THE SOFTWARE AND DOCUMENTATION.**

**YOU ARE REQUIRED TO ACCEPT THE TERMS OF THE AGREEMENT BEFORE YOU CONTINUE TO INSTALL THE SOFTWARE. YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT BY CLICKING "Yes" BELOW.**

This is a license agreement and not an agreement for sale. You agree that the following terms and conditions govern your use of the Software.

**1. SOFTWARE.**

The Software is available in the following versions:

- (a) Demo version
- (b) Paid version (one-time "Permanent" license fee) in either node locked (single computer), dongle (hardware lock) or floating license scheme.

**2. GRANT OF LICENSE**

Upon your acceptance of this Agreement

- (a) You are granted a non-exclusive, non-transferable license to the Software.
- (b) You are granted a non-exclusive, non-transferable license to the Software if you have installed the paid version and have paid the applicable license fee.

You are eligible to receive new releases, bug fixes, patches and support for the paid version of the Software only if you have enrolled in a 'Updated Software/Support Policy' (USP). On the expiration USP coverage, you have the option to enroll in continuing USP coverage (if then available), for receiving new releases, bug fixes, patches and support for the paid version of the Software by paying the relevant annual maintenance fees within thirty (30) days of the USP anniversary date. Failing to maintain USP coverage will cause eligibility to acquire coverage to expire. You will then be required to purchase the same by paying the then prevailing catch up license fees.

**3. USE OF SOFTWARE AND DOCUMENTATION.**

You may install and use the Software and Documentation only internally in your organization or for your own internal use.

If you have purchased a node-locked license of the Software, you may use the Software only on a single computer system in the country for which the Software has been licensed.

If you have purchased a hardware dongle license, you are entitled to install and use the Software on any number of computers, provided (a) however the number of concurrent users at any time shall not exceed the number of licenses purchased by you and (b) you install and use the Software only on computers in the country for which the Software has been licensed. One dongle will be assigned per license purchased by you.

If you have purchased a floating license of the Software, you may install and access the Software on any number of computers, provided however the number of concurrent users at any time shall not exceed the number of licenses purchased by you and (b) you install and use the Software only on server and computers in the country for which the Software has been licensed. In addition, it is clarified that the network on which the Software is installed may serve licenses to client machines of the same legal entity located in the same country as the server and further the server has to be located only in the country for which the Software has been licensed.

Each license seat may have many modules; all the modules of a specific license seat may only be used concurrently on one computer. Concurrent use of the modules of a license seat across multiple computers is prohibited. The Software and Documentation may not be transferred, sold, assigned, sublicensed or otherwise conveyed (whether by operation of law or otherwise) to another party. Your use of the Software shall always be subject to the provisions of Section 2 above. If you are an educational institute and have purchased the Software and Documentation at a discounted rate, then you shall not use the Software and Documentation for **any commercial or revenue-generating activity**. Except as stated in this Agreement, you are not granted any other rights or licenses in respect of the Software or Documentation.

4. **COPY RESTRICTIONS AND OTHER RESTRICTIONS.** You may not copy the Software or Documentation. You may not modify or adapt the Software in whole or in part (including but not limited to translating or creating derivative works) or reverse engineer, decompile or disassemble the Software or otherwise attempt to discover the source code of the Software as it contains trade secrets of Geometric. You may not use the Software for timesharing, rental or service bureau purposes. You shall not remove any copyright notices or other proprietary notices from the Software or Documentation. Results of benchmark or other performance tests run on the Software may not be disclosed to any third party without Geometric's prior written consent.
5. **COPYRIGHT AND OWNERSHIP.** The Software and Documentation are owned by Geometric or its licensors and protected by copyright laws and international treaty provisions. You acquire only the non-exclusive, non-transferable right to use the Software and Documentation as permitted herein and do not acquire any rights of ownership in the Software or Documentation.
6. **USE OF DATA** The Software communicates with Geometric servers for the purpose of checking and performing updates and ensuring that you are using the Software with a valid key code that Geometric has created and directly provided to you. This process does not collect any proprietary information and Geometric shall not provide any of the information it collects in connection with this process to any third party, except (i) as may be required by law or legal process or (ii) to enforce compliance with the key code requirement described above.
7. **CONFIDENTIAL INFORMATION.** Any business and technical information that

Geometric designates as confidential or proprietary and all information regarding the Software constitute confidential information of Geometric ("Confidential Information"). Geometric, at its sole discretion, may disclose such Confidential Information. However, you may not disclose to any third party any Confidential Information without the prior written consent of Geometric. Furthermore, you agree to limit access to Confidential Information to your authorized employees that have executed appropriate confidentiality agreements with you that protect the Confidential Information consistent with the requirements of this Agreement. The restriction regarding disclosure of Confidential Information does not extend to any Confidential Information that you can establish: (a) is now or hereafter becomes generally available to the public other than as a result of your breach of this Agreement, (b) is disclosed or made available to you by a third party without restriction and without any breach of confidentiality obligation, (c) was independently developed by you without access to or use of the Confidential Information, or (d) is approved for disclosure by Geometric in writing.

**8. TERMINATION.** Geometric may terminate your license to use the Software and Documentation if you commit a breach of the terms of this Agreement. Upon termination, you shall cease using the Software and Documentation and shall destroy all copies of the Software and Documentation in any form. All disclaimers of warranties and limitations of liability shall survive any termination of this Agreement. The provisions regarding Confidential Information shall survive for five years following termination of this Agreement.

**9. "AS-IS" WARRANTY, LIMITATIONS ON WARRANTIES & DISCLAIMERS**

- a. **"AS-IS" Warranty.** Geometric provides the Software to you **AS IS** and **without a warranty of any kind.** Geometric does not warrant that the Software will meet your requirements or that the operation of the Software will be uninterrupted or error free.
- b. **Limitations on Warranties.** The express warranty set forth in this Section 9 is the only warranty given by Geometric with respect to the Software furnished hereunder. Geometric makes no other warranties, express, implied or arising by custom or trade usage, and specifically disclaim the warranties of merchantability and fitness for a particular purpose.
- c. **Limitations on Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF OPPORTUNITIES, LOSS OF REPUTATION/GOODWILL, BUSINESS INTERRUPTION OR LOSS OF CONFIDENTIAL OR OTHER INFORMATION AND LOSS OR CORRUPTION OF DATA, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION PROVIDED HEREIN, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

EXCEPT FOR BREACHES OF SECTIONS PERTAINING TO GRANT OF LICENSE (SECTION 2), USE OF SOFTWARE AND DOCUMENTATION (SECTION 3), COPY

RESTRICTIONS AND OTHER RESTRICTIONS (SECTION 4), YOUR CONFIDENTIAL INFORMATION (SECTION 7) AND EXPORT (12), YOUR LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE OR DOCUMENTATION FURNISHED HEREUNDER AND ANY SERVICE SUPPLIED FROM TIME TO TIME SHALL NOT EXCEED THE LICENSE FEE YOU PAID FOR THE SOFTWARE OR ANY FEE YOU PAID FOR THE SERVICE.

IN NO EVENT WILL HCL'S TOTAL CUMULATIVE LIABILITY HEREUNDER FOR DIRECT DAMAGES (REGARDLESS OF BASIS FOR CLAIMS) EXCEED THE SUM PAID BY YOU TO HCL UNDER THE APPLICABLE PURCHASE ORDER FOR THE AFFECTED PRODUCT OR SERVICE, DURING THE PRECEDING TWELVE (12) MONTH PERIOD.

For the avoidance of doubt, (a) HCL shall have no responsibility for matters beyond its reasonable control, including the acts or omissions of you and your users; (b) each Party shall have a duty to mitigate its damages; and (c) except for injunction and exercise of termination rights hereunder, the Parties shall negotiate in good faith for 30 days prior to commencing any legal action against the other.

10. HCL will, at its election, settle or defend, any third party claim brought in any suit or proceeding against you based upon an allegation that any Software furnished hereunder constitutes a direct infringement of any patent, trade secret or copyright, and HCL will pay all damages and costs finally awarded against you for the claim or agreed in settlement by HCL. In the event of any claim, allegation, or suit, HCL, in its sole discretion, may reengineer the Software in a manner that removes the infringing material, replace the Software with non-infringing software, or terminate the Agreement or applicable Purchase Order. HCL will not be liable for any costs or damages and will not indemnify or defend you to the extent such action is based upon a claim arising from:

- 10.1 modification of the Software by a party other than HCL after delivery by HCL;
- 10.2 use of the Software in combination with hardware or software not provided or approved by HCL, unless the Documentation refers to a combination with such hardware or software (without directing you not to perform such a combination);
- 10.3 any failure to use the Software in accordance with the Documentation;
- 10.4 any unauthorized use of the Software;
- 10.5 Your failure to incorporate updates or upgrades that would have avoided the alleged infringement; or
- 10.6 provision of Software, products or services under sections 1(a) and 2(a).

The foregoing obligations are HCL's entire liability and your sole and exclusive remedy for any infringement claims, and are conditioned on the following: (i) HCL is notified promptly in writing of such claim; (ii) HCL controls the defense or settlement of the claim; and (iii) you co-operate reasonably and give all necessary authority, information and assistance

11. **EXPORT.** You agree to fully comply with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Software or any direct products thereof are (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical or biological weapons production.

- 12. GOVERNING LAW; COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties with respect to the Software and Documentation. For purchases in the U.S., any claims arising under or relating to this Agreement will be governed by the internal substantive laws of the State of California or federal courts located in California, without reference to (i) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the Parties' rights or duties; (ii) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (iii) other international laws. For purchases in the U.S., each Party (i) hereby irrevocably agrees to submit to the jurisdiction and venue in the courts of the State of California for all disputes and litigation arising under or relating to this Agreement and (ii) waives any right to a jury trial in any proceeding arising out of or related to this Agreement. For purchase outside the U.S., both Parties agree to the application of the laws of the country in which you obtained the Software license to govern, interpret, and enforce all of your and HCL's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without reference to (i) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the Parties' rights or duties; (ii) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (iii) other international laws. Furthermore, all rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, are subject to the jurisdiction of the courts of the country in which you obtained the Software license.
- 13. NOTE.** The CAMWORKS technology Database is based on MS Access. To avoid security errors while installing CAMWORKS and when opening the technology database the macro security level for MS Access will be set to 'Low'.
- 14.** The English language version of this Agreement shall be the authorized text for all purposes, despite translations or interpretations of this Agreement into other languages. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible and the remainder of this Agreement shall remain in full force and effect.
- 15. MARKETING.** You hereby grant HCL, its employees, agents and contractors a worldwide, irrevocable license, without compensation, to use your logo and/or branding in and for general marketing, sales, and promotion purposes and you waive your right to inspect and/or approve each use of such materials.
- 16. PURCHASE ORDERS.** Solely for administrative convenience of the Parties in ordering hereunder, you may issue a purchase order ("Purchase Order") referencing a HCL quote form ("Quote") and such Purchase Order shall then be deemed to be valid for ordering purposes. Any additional and/or conflicting terms in such Purchase Order which are inconsistent with the Quote or this Agreement, shall not apply. The purpose of this Purchase Order is solely for identifying pricing, product/service selected, and quantity for ordering hereunder.