

**END USER LICENSE AGREEMENT
OF GeomCaliper® for CATIA V5®**

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 HCL Technologies Limited., an Indian company with its registered office at 806, Siddharth, 96, Nehru Place, New Delhi, Delhi, India ("HCL" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns), relating to the GeomCaliper® for CATIA V5® software (the "Software") from HCL 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 "I ACCEPT" 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) 15 day trial version
- (b) Paid version (one-time "Permanent" license fee) in either node locked or floating license scheme.
- (c) Subscription: Recurring license fee (time-bound license based on subscription period. This is applicable only for "node locked license"

2. GRANT OF LICENSE

Upon your acceptance of this Agreement

- (a) You are granted a non-exclusive, non-transferable license to the Software only for a period of 15 days from the date of download if You have downloaded the 15-day trial version. A trial or evaluation license cannot be used for production and is not entitled for any maintenance or support. Any support is at HCL's discretion only.
- (b) You are granted a non-exclusive, non-transferable license to the Software if you have downloaded the paid version and have paid the applicable license fee.

If you have opted for subscription (as per Section 1(C)), the software license will expire at the end of the subscription period.

You are eligible to receive new releases, bug fixes, patches and support for the paid version of the Software only if you have opted for subscription license OR if you have opted for the permanent license and you have enrolled in a 'Updated Software/Support Policy' (USP) with the

initial purchase. The USP coverage will be enforced starting with an established anniversary date being the next 1st or 15th day of the month, from the date of license issue for a period of 12 months from the established date. On the expiration of such 12 months period referred above, 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.

You hereby acknowledge that the Software may contain Third Party Software and/or may require Program Requirements. In the event that Third Party Software is included in the Software, such Third Party Software is made available to You in accordance with the licenses for such Third Party Software. In the event that the Software relies on Program Requirements and unless expressly agreed by HCL in a separate contract, You agree that: (a) HCL has not obtained or conveyed to You any rights or licenses to use the applicable Program Requirements; (b) HCL does not provide any warranties or support for Program Requirements; and (c) any claims with respect to the Program Requirements shall be made against the applicable third party provider of such Program Requirements. You shall be solely responsible, at Your cost and expense, for procuring the required rights/licenses in the Program Requirements. As used in this Agreement, "Third Party Software" means third party software, open source software, libraries, and components incorporated in or included with the Software and "Program Requirements" means any software, materials, operating systems, hardware, platforms and prerequisite items identified in the Documentation or other specifications provided by HCL which are not included or part of the Software and are required to ensure that the Software operates in accordance with the Documentation.

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.

The license schemes which are applicable for the Software depends on your purchase as well availability of the said schemes for the Software. HCL may at its discretion withdraw or amend/modify any of the following license schemes:

- node locked license
- floating license
- global license

If You have purchased a node-locked license of the Software, You may use the Software only on a single computer system. If you change the computer, then you will have to delete the Software from the previous computer system. You may not install or use the Software on more than one computer system concurrently. If you wish to use the Software on several computer systems concurrently, you will have to purchase an equivalent number of software licenses.

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.

If you have purchased a global license of the Software, you may install and access the Software on any number of computers in all company sites, or within a defined region as defined in the Purchase Order, provided however the number of concurrent users at any time shall not exceed the number of licenses purchased by you.

The Software and Documentation may not be transferred, sold, assigned, sublicensed or otherwise conveyed (whether by operation of law or otherwise) to another party without HCL's prior written consent and payment of then current site license transfer fees. Your use of the Software shall always be subject to the provisions of Section 2 above. 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 except that you may make one copy for back-up and archival purposes or for download and installation purposes. 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 HCL. 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 HCL's prior written consent.
5. **COPYRIGHT AND OWNERSHIP.** The Software and Documentation are owned by HCL 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. **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.
7. **CONFIDENTIAL INFORMATION.** Any business and technical information that HCL designates as confidential or proprietary and all information regarding the Software constitute confidential information of HCL ("Confidential Information"). HCL, 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 HCL. 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 HCL in writing.

8. **TERMINATION.** HCL 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. **(A) LIMITED WARRANTY, EXCEPTIONS & DISCLAIMERS [This subsection is applicable ONLY if You pay for the Software]**

a. **Limited Warranty.** HCL warrants that the Software will be free of defects in materials and workmanship and will perform substantially in accordance with the Documentation for a period of ninety (90) days from the date of purchase by you. HCL's entire liability and your sole remedy under this warranty shall be, at HCL's discretion either (a) to use reasonable efforts to repair or replace the nonconforming media or Software or (b) to refund, or to cause its distributor or reseller to refund, the price you paid for the Software upon return of the nonconforming Software and a copy of your receipt. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days from the date of receipt by you, whichever is longer.

b. **Exceptions.** HCL's limited warranty is void if breach of the warranty has resulted from (i) accident, misuse or neglect of the Software; (ii) acts or omissions by someone other than HCL; (iii) combination of the Software with products, material or software not provided by HCL or not intended for combination with the Software; or (iv) failure by you to incorporate and use all updates to the Software available from HCL. HCL does not warrant that the Software will meet your requirements or that the operation of the Software will be uninterrupted or error free.

c. **Limitations on Warranties.** The express warranty set forth in this Section 9(A) is the only warranty given by HCL with respect to the Software and Documentation furnished hereunder and any service supplied from time to time; HCL 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 (except during the period of the express warranty stated above). In no event may you bring any claim, action or proceeding arising out of the warranty set forth in this Section 9(A) more than one year after the date on which the breach of warranty occurred.

d. **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.

(B) "AS-IS" WARRANTY & DISCLAIMERS [This subsection is applicable if You do not pay for the Software]

- a. "AS-IS" Warranty. HCL provides the Software to you AS IS and without a warranty of any kind. HCL 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(B) is the only warranty given by HCL with respect to the Software furnished hereunder. HCL 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. The Software has been provided to you at no charge. In no event shall HCL be liable for special, indirect, incidental or consequential damages (including without limitation damages resulting from loss of use, loss of data, loss of profits or loss of business) arising out of or in connection with the use of or inability to use the Software furnished hereunder, even if HCL has been advised of the possibility of such damages.
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. HCL may, in its sole discretion, make available pre-release, alpha or beta versions of Software, pre-release, alpha or beta Software features and/or pre-release, alpha or beta Software code that are not generally available to date (hereinafter collectively referred to as the "Pre-Release Software"). HCL does not guarantee that the generally available release will be identical to the Pre-Release Software or that the generally available release will not require reinstallation. If required by HCL, You shall provide HCL with specific information concerning Your experiences with the operation of the Pre-Release Software. You agree and acknowledge that the Pre-Release Software (a)

is to be used only for testing purposes and not to perform any production activities unless HCL shall have otherwise approved in writing and (b) has not been tested or debugged and is experimental and that the documentation may be in draft form and will, in many cases, be incomplete. HCL may, in its sole discretion, limit the use of the Pre-Release Software to a specific evaluation period. If so, at the end of such evaluation period, You must cease using and uninstall the Pre-Release Software. You agree and acknowledge that HCL makes no representations regarding the completeness, accuracy or Your use or operation of the Pre-Release Software. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, PRE-RELEASE SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY SUPPORT, INDEMNITY, WARRANTY OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PURPOSE AS WELL AS ANY EXPRESS WARRANTIES PROVIDED ELSEWHERE IN THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL HCL BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY DAMAGES, LOSS OR LIABILITY, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGE, LOSS OR LIABILITY, TIME, MONEY OR GOODWILL, WHICH MAY ARISE DIRECTLY OR INDIRECTLY FROM OR RELATED TO YOUR OR ANY OTHER PERSON'S USE OF THE PRE-RELEASE SOFTWARE, WHETHER IN CONTRACT, TORT, FOR BREACH OF STATUTORY DUTY OR OTHERWISE TO THE EXTENT PERMITTED BY LAW.** If You are also a tester of the Pre-Release Software (as defined by the pre-release testing agreement ("Pre-Release Agreement") that was agreed to by You during the registration process before obtaining the Pre-release Software), You agree that the terms of this Agreement are in addition to, and do not supersede, the terms of the Pre-Release Agreement.

12. EXPORT. You agree to fully comply with all laws and regulations of the United States, India 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.

13. 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.

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. **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.