MOLDPLUS SA Software License Agreement

Revision Date: May 10, 2022

IMPORTANT NOTICE!

PLEASE READ THIS STATEMENT AND THE SOFTWARE LICENSE AGREEMENT COMPLETELY BEFORE USING THIS SOFTWARE. YOU MUST ACCEPT THE TERMS OF THIS LICENSE BEFORE YOU CAN OPERATE THE SOFTWARE PROGRAM.

BY SELECTING THE "I AGREE TO THE LICENSE TERMS AND CONDITIONS" BELOW OR OTHER BUTTON OR MECHANISM TO ACKNOWLEDGE AGREEMENT TO THE TERMS OF AN ELECTRONIC COPY OF THIS AGREEMENT, OR BY CONTINUING TO USE THIS SOFTWARE, YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) INDICATE YOUR INTENTION TO BE BOUND BY AND ACCEPT THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT. IF THE LICENSEE UNDER THIS SOFTWARE LICENSE AGREEMENT IS A CORPORATION, A LIMITED LIABILITY COMPANY, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS SOFTWARE LICENSE AGREEMENT ON BEHALF OF THE LICENSEE HEREUNDER AND BIND SUCH LICENSEE TO ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR OTHERWISE USE THIS SOFTWARE AND WILL IN FACT BE PROHIBITED FROM DOING SO. THIS COMPUTER SOFTWARE MAY BE USED ONLY PURSUANT TO THE TERMS AND CONDITIONS SET FORTH BELOW, AND SOLELY IN CONJUNCTION WITH THE ACCOMPANYING SECURITY MECHANISM(S) (UNLESS OTHERWISE SPECIFIED IN THE "EXCEPTIONS TO SECURITY MECHANISM REQUIREMENTS" SECTION OF SUCH TERMS AND CONDITIONS) WHICH MUST BE PRESENT ON YOUR COMPUTER (OR NETWORK AS APPLICABLE) AT ALL TIMES DURING SUCH USE.

If you are using a localized version of Moldplus Software products, this EULA may be displayed in a local language. To ensure the content and accuracy of this agreement, the localized version is for your convenience only. In all cases, the original English language version shall govern as the legal document. If not provided herein, the English language version can be obtained by contacting Moldplus SA directly.

Please Note: Your Company may have additional restrictions and guidelines in place regarding the use of this Software that are in addition to those found within this Software License. If you have any questions or concerns as to the existence of any such additional restrictions or guidelines, you should consult with your supervisor or your IT Department before using this Software.

<u>Read This If You Have Received This Software From A Third Party:</u> If You received this Software from someone other than Moldplus SA, or an authorized Moldplus SA representative, You do not have a legal

software license. (For example, if You acquired possession of this Software simply by buying a machine or Software from the former owner or from an auction, You do not have a valid license.) You should contact Moldplus SA through the email orders@moldplus.com in order to determine the status of your license. Use of this Software without a valid software license is unlawful, a violation of the Copyright Act, and may expose You to criminal liability under 17 United States Code Sec. 506, including fines and damages if you acquired the Software in the United States. International users may be exposed to additional fines and damages based on the laws of your country.

Software License

If You have paid a license fee for a perpetual or a limited term license, Moldplus SA ("Moldplus") a Swiss corporation with its principal place of business at Ave. de la Gottaz 30, CP 22, CH-1110 Morges 2, Switzerland hereby grants to You a non-exclusive, non-transferable license (the "License") to use this software program and its accompanying documentation (and, if applicable, to permit your authorized employees to use them) for the term of the license, solely in accordance with the terms and conditions of this Software License Agreement. You may use the Software solely for your internal business purposes and solely in conjunction with the accompanying hardware or software device, method, scheme, or other security measure provided by Moldplus which allows a user to access the Software and prevents unauthorized access to the Software (the "Security Mechanism"). This is not a sale. You do not obtain any rights to this Software except as expressly set forth in this License. You do not have the right to sell, sub-license, or otherwise provide this Software to any third party, even if You sell the machine that uses the Software. The Software, any updates to the Software through purchase or due to enrollment in an authorized Software Maintenance program (including any that You download through the Internet), and the Documentation in printed or electronic form shall hereinafter collectively be referred to as the "Software" and are all governed by this License.

Restrictions

You may not use the Software without a Security Mechanism provided by Moldplus or Moldplus's suppliers. When Moldplus or Moldplus's authorized representatives provide You with a single-user Security Mechanism, the Software may only be used (in executable code form only) on a single computer to which the Security Mechanism is physically attached, or installed in the event of a software mechanism. In the event Moldplus or Moldplus's authorized representatives provide You with a multiple-user Security Mechanism for use over an internal network (a "Network Security Mechanism"), the Software may be used: (a) in executable code form only; (b) only on end-user computers that are connected to the internal network to which the Network Security Mechanism is attached or installed; and (c) only by the number of users and accessed by the number of end-user computers for which Licenses were purchased and as further allowed by the Network Security Mechanism. You may physically transfer the Software from one computer equipped with a single-user Security Mechanism to another only if the Security Mechanism is included in the transfer and is installed with the new computer.

You shall not: (a) copy (except as provided below), adapt, or modify the Software; (b) publish, display, disclose or create a derivative work from the Software or any part thereof; (c) de-compile or translate, disassemble, create or attempt to create, by reverse engineering or otherwise, the source code form of the Software from the executable code of the Software; (d) remove any proprietary notices, labels or marks from the Software; (e) sell, rent, lease, distribute or otherwise transfer, provide or disclose, all or any part of the Software to any person or entity without the prior written consent of Moldplus; (f) use the Software to provide outsourcing, service bureau, time sharing or other services to any third party; or (g) sublicense, assign, delegate or otherwise transfer your rights in the Software, under this Software License Agreement or any of the related rights or obligations for any reason without the prior written consent of Moldplus. You shall not circumvent, bypass, modify, reverse engineer, disassemble, disable, alter, enhance or replicate the function of the Security Mechanism(s) in any manner whatsoever. Any attempt to do so shall result in the automatic termination of this License without prejudice to all other legal rights and remedies of Moldplus.

Moldplus takes all legal steps to eliminate piracy of their software products. Moldplus will pursue (both civilly and criminally) those who do so using all legal means available, including public and private surveillance resources. In this context, the Software may include a security mechanism that can detect the installation or use of illegal copies of the Software, or lost or stolen serial numbers, and collect and transmit data about those illegal copies. Data collected will not include any customer data created by using the Software and the data collection is not performed on users of legally licensed software from Moldplus and its authorized distributors. By using the Software, You consent to such detection and collection of data, as well as its transmission and use if an illegal copy is detected. Moldplus also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to the Software. You may not take any steps to avoid or defeat the purpose of any such measures.

To the extent Moldplus processes personal data pursuant to this Agreement, any such personal data shall be processed in accordance with our privacy policy (available online at https://www.moldplus.com/ under the Privacy Policy link or upon contacting Moldplus).

Audit and Compliance

Moldplus shall have the right to audit or request You to audit Your use of the Software and Documentation to verify Your compliance with this agreement, including but not limited to comparing the number of products in use to the number of effective licenses issued in Your name. Should Moldplus perform said audit, You agree to give Moldplus (or representatives authorized by Moldplus) reasonable access to Your facilities and records for purposes of conducting these audits. Moldplus will give You at least fifteen (15) days advance notice before conducting an audit. Audits will be conducted during normal business hours and no more than once per year unless Moldplus has a good-faith basis for believing that more frequent audits are warranted. By requesting an audit, if such inspections or audits disclose that You have installed, accessed, or permitted access to the Software in a manner that is not permitted under this Agreement, then You shall be liable to pay for any unpaid license fees as well as the reasonable costs of the audit. Moldplus does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

Copying Restrictions

The license under this Software License Agreement grants You the right, exercisable solely through You and Your authorized users (if any), to download, copy and install in accordance with the Documentation one (1) copy of the Software on a single computer, machine, or network, as applicable. You may make a reasonable amount of copies of the Software for backup or archival purposes, provided that (i) You shall not, and shall not allow any person to, install or use any such cop(ies) other than if and for so long as any copy installed in accordance with the preceding sentence is inoperable; (ii) You uninstall or otherwise delete such inoperable cop(ies); and (iii) You reproduce all proprietary notices of Moldplus on any such cop(ies). All copies of the Software made by You will be the exclusive property of Moldplus, will be subject to the terms and conditions of this Software License Agreement, and must include all trademark, copyright, patent, and other intellectual property rights notices contained in the original.

Non-Transferable

This license is not transferable. You may not transfer or assign the Software or this Software License Agreement or any rights or obligations hereunder. Any attempt to do so will automatically terminate this License without the need for notice. This termination is without prejudice to all other legal rights and remedies of Moldplus.

Intellectual Property Rights

The Software is and includes intellectual property of Moldplus. All associated intellectual property rights, including, without limitation, worldwide patent, trademark, copyright, and trade secret rights, are reserved by Moldplus. Moldplus retains all rights, title, and interest in and copyrights to the Software, regardless of the form or media in or on which the original or other copies may subsequently exist. This Software License Agreement does not constitute a sale of the Software and no title or proprietary rights to the Software are transferred to You hereby. You acknowledge that the Software is a unique, confidential, and valuable asset of Moldplus, and Moldplus shall have the right to seek all equitable and legal redress which may be available to it for the breach or threatened breach of this Software License Agreement including, without limitation, injunctive relief. Unauthorized copying of the Software or failure to comply with the above restrictions shall result in automatic termination of this License and this Software License Agreement without prejudice to all other legal rights and remedies of Moldplus.

Confidentiality

You acknowledge that the Software contains proprietary trade secrets of Moldplus and You hereby agree to maintain the confidentiality of the Software using at least as great a degree of care as You use to maintain the confidentiality of your own most confidential information. You agree to promptly communicate the terms and conditions of this Software License Agreement to those persons employed

by You who come into contact with the Software. You are responsible in the event of a breach of confidentiality by any of your employees or agents. You shall use your best efforts to ensure their compliance with such terms and conditions, including, without limitation, absolutely preventing such persons to use any portion of the Software for the purpose of deriving the source code of the Software or defeating the Security Mechanism(s).

Enforcement Obligations

In the event You become aware that any person or entity in your employ or under your control is using the Software in a manner not authorized by this Software License Agreement, You shall immediately take all steps necessary to stop such unauthorized use of the Software. You shall promptly notify Moldplus in writing of any unauthorized use of the Software of which You become aware.

Limited Warranties

MOLDPLUS WARRANTS THAT, AS OF THE DATE THE SOFTWARE IS MADE AVAILABLE TO YOU VIA DOWNLOAD AND FOR A PERIOD OF THIRTY (30) DAYS THEREAFTER (THE "WARRANTY PERIOD"), THE SOFTWARE WILL PROVIDE THE FEATURES AND FUNCTIONS GENERALLY DESCRIBED IN THE DOCUMENTATION AND THAT THE MEDIA ON WHICH THE SOFTWARE IS FURNISHED, IF ANY, WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP. THE FOREGOING LIMITED WARRANTY EXCLUDES DEFECTS ARISING OUT OF ACCIDENT, NEGLECT, MISUSE, FAILURE OF ELECTRIC POWER AND CAUSES OTHER THAN ORDINARY AND AUTHORIZED USE. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, THE SOFTWARE IS PROVIDED "AS IS, WITH ALL FAULTS." THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY MOLDPLUS REGARDING THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MOLDPLUS DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOLDPLUS IS NOT OBLIGATED TO PROVIDE ANY UPDATES TO THE SOFTWARE.

Sole and Exclusive Remedy for Breach of Warranty: YOUR SOLE AND EXCLUSIVE REMEDY AND MOLDPLUS'S SOLE OBLIGATION HEREUNDER SHALL BE, AT MOLDPLUS'S SOLE OPTION (i) REPLACEMENT OF THE DEFECTIVE MEDIA; OR (ii) REFUND OF THE PURCHASE PRICE OF THE SOFTWARE. MOLDPLUS SHALL HAVE NO OTHER OBLIGATION OR LIABILITY TO YOU ARISING FROM OR RELATED TO THIS LICENSE OR YOUR USE OF THE SOFTWARE. ANY USE BY YOU OF THE SOFTWARE IS AT YOUR OWN RISK, AND YOU ARE RESPONSIBLE AND LIABLE FOR ALL USES OF THE SOFTWARE AND DOCUMENTATION THROUGH ACCESS THERETO PROVIDED BY MOLDPLUS, DIRECTLY OR INDIRECTLY.

Note on Documentation: While Moldplus makes every effort to ensure that its Documentation for the Software is accurate and up-to-date, it cannot guarantee the Documentation at all times represents the latest operation and functionality of the Software. The content of all documentation, in electronic or printed form, for the Software, is provided for informational purposes only. The content of the

Documentation may be changed without notice to You. **Moldplus expressly disclaims any warranty or** representation that the Documentation is an accurate and/or current reflection of the Software's operation and performance.

Disclaimer of Consequential Damages and Limitation of Liability

IN NO EVENT WHATSOEVER WILL MOLDPLUS OR ITS EMPLOYEES, SHAREHOLDERS, DISTRIBUTORS, OR AUTHORIZED REPRESENTATIVES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS SOFTWARE LICENSE AGREEMENT OR THE USE OF THE SOFTWARE, EVEN IF MOLDPLUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, CONSEQUENTIAL DAMAGES SHALL INCLUDE, WITHOUT LIMITATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND LOSS OF OR DAMAGE TO ANY PRODUCTS THAT THE SOFTWARE IS USED IN CONJUNCTION WITH. THIS DISCLAIMER SHALL REMAIN IN FULL FORCE AND EFFECT, EVEN IN THE EVENT THAT YOUR SOLE AND EXCLUSIVE REMEDY SHALL FAIL OF ITS ESSENTIAL PURPOSE.

MOLDPLUS'S ENTIRE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SOFTWARE LICENSE AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF THE LICENSE FEE PAID BY YOU FOR THE SOFTWARE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IF YOU ARE IN SUCH A JURISDICTION.

The disclaimers and restrictions set forth above shall apply regardless of the nature of your claims, be they based in contract, warranty, tort, strict liability, or otherwise.

Indemnification

You shall indemnify and hold harmless Moldplus, its officers, directors, employees, authorized representatives, and agents (the "Indemnified Parties") from and against all losses, settlements, claims, actions, suits, proceedings, judgments, awards, damages, liabilities, costs, and expenses including, without limitation, reasonable attorneys' fees (collectively "Losses") which arise out of or are related to any breach of this Software License Agreement by You or your employees, agents, authorized representatives, dealers or sub-dealers, and shall reimburse the Indemnified Parties for any and all legal, accounting and other fees, costs and expenses reasonably incurred by any of them in connection with investigating, mitigating or defending any such Losses.

Educational Pricing

If this Software was obtained through or in accordance with a Moldplus "Educational Pricing" plan, option, grant, schedule, or program, it may not be used by anyone, including You, to conduct any computer aided design, computer aided drafting, computer aided robotic application path programming or machining, or training activities that, directly or indirectly, generate or otherwise result in monetary revenues for the benefit of any individual or any entity, other than the school that originally received this Software.

Termination

This Software License Agreement is effective until terminated. You may terminate this Software License Agreement at any time by returning to Moldplus all copies of the Software under your control and by returning the Security Mechanism to Moldplus and also by written verification from CNC Software, LLC that you have returned the Mastercam software along with the Security Mechanism provided by CNC Software, LLC. Moldplus may terminate this Software License Agreement if Moldplus determines, in its sole discretion, that You have violated the terms of this Software License Agreement. Upon termination of this Software License Agreement for any reason, You agree to immediately return to Moldplus all copies of the Software, return the Security Mechanism to Moldplus, or in the case where the security mechanism is incorporated into the software code, provide proof that the software Licensing Mechanism has been removed or disabled. Additionally, an officer of your entity must certify within ten (10) business days to Moldplus in writing that all known copies, including backup copies, have been returned. All provisions relating to confidentiality, proprietary rights, indemnification, and nondisclosure shall survive the termination of this Software License Agreement. You may not transfer this Software to the purchaser of any equipment on which the Software may be resident. You may not transfer this Software via liquidation, bankruptcy, auction, close of business, or any other method that does not involve approval by Moldplus. This License is for You alone. You acknowledge that in the event of your breach of your obligations under this Section, Moldplus would incur damages, but that the damages may be of a nature that would be difficult to determine with particularity. You agree that the liquidated damage amount of \$5,000 per unlicensed seat that is used as a result, directly or indirectly, of your actions, is a reasonable estimate of the damages Moldplus would incur and that this amount is a negotiated liquidated damage figure and is not a penalty.

General

This Software License Agreement shall be governed by and construed in accordance with the laws of Switzerland without regard to any rules of conflicts or choice of law provisions that would require the application of the laws of any other jurisdiction. The sole and exclusive jurisdiction and venue for any litigation arising from or related to this Software License Agreement or the subject matter hereof shall be a Swiss court located in Lausanne, Vaud Canton. You hereby submit to the personal jurisdiction of the courts and tribunals of Lausanne, Vaud Canton, Switzerland. However, that if for any reason said court does not have jurisdiction over the matter or a party, then Moldplus may elect to commence any such

action or proceeding in any court having jurisdiction over You. In each case, this License Agreement will be construed and enforced without regard to the United Nations Convention on the International Sale of Goods. This Software License Agreement shall constitute the entire agreement between You and Moldplus with respect to the subject matter hereof. Any waiver or modification of this Software License Agreement shall be valid only if it is in writing and signed by both parties hereto. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be interpreted so as to reasonably effect the intention of the parties.

Attorneys' Fees

In the event that Moldplus is required to take legal action to enforce its rights under this Software License Agreement and obtains a ruling or settlement in its favor, You shall be liable to Moldplus for its reasonable attorneys' fees and costs (including, but not limited to, its cost of any internal investigation, court or arbitration costs and witness fees), and its reasonable attorneys' fees and costs (including, but not limited to, its court costs and witness fees) incurred as a result of any appeal taken by You from a lower court or arbitration judgment in favor of Moldplus.

U.S. Government Restricted Rights

If You are a U.S. Government entity, then the Software provided hereunder is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, the Software made available to the United States of America, its agencies, and/or instrumentalities, is provided with only those rights set forth in this Agreement. Use, duplication, or disclosure of the Software by the government is subject to the restrictions as set forth in subparagraph (b) (1) and (2) of the Commercial Computer Software-Restricted Rights clause at 48 C.F.R. 52.227-19, as amended, or any successor regulations thereto.

Export Restrictions

The Software is subject to the United States export control jurisdiction, and may not be shipped, transferred, re-exported to any country or recipient, or used for any purpose prohibited by any applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations as well as end-user, end-use, and destination restrictions issued by the United States and other governments. You will not export or re-export the Software without first obtaining the appropriate U.S. or foreign government export licenses.

Survival

All provisions of this Software License Agreement relating to confidentiality, non-disclosure, Moldplus's proprietary rights, disclaimers, limits of liability, attorneys' fees, or indemnification by Customer shall survive termination of this License for any reason.

Reservation of Rights

All rights not expressly granted are reserved by Moldplus.

Trademarks

Moldplus® is a registered trademark of Moldplus S.A.

Mastercam® is a registered trademark of CNC Software, LLC.

CATIA® is a registered trademark of Dassault Systems

NX® and JT® are registered trademarks of Siemens PLM Software

Creo® is a registered trademark of PTC Inc

Verisurf® is a registered trademark of Verisurf Software

Windows is a registered trademark of Microsoft Corporation in the United States and other countries.

The Moldplus software products may contain or be accompanied by 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 this Agreement. Such terms may be included or referenced in or with such third-party software, data, or other materials (e.g., in the "Third Party Software") or a web page specified by Moldplus or upon request to Moldplus. You agree to comply with such terms. In addition, You will take sole responsibility for obtaining and complying with any licenses that may be necessary to use third-party software, data, or other materials that You use or obtain for use in conjunction with the Software. You acknowledge and agree that Moldplus has no responsibility for, and makes no representations or warranties regarding, such third-party software, data, or other materials or Your use of such third-party software, data, or other materials.

IF YOU AGREE WITH THIS LICENSE, SELECT THE "I AGREE TO THE LICENSE TERMS AND CONDITIONS". IF YOU SELECT THE "I AGREE TO THE LICENSE TERMS AND CONDITIONS" BUTTON, OR YOU CONTINUE TO USE THIS SOFTWARE, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTAND THIS SOFTWARE LICENSE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.