

INVENTOR ENGINEER-TO-ORDER LICENSE AGREEMENT

Autodesk LICENSE AGREEMENT

READ CAREFULLY: AUTODESK LICENSES THE SOFTWARE AND OTHER LICENSED MATERIALS ONLY ON THE CONDITION THAT LICENSEE ACCEPTS ALL OF THE TERMS CONTAINED OR REFERENCED IN THIS AGREEMENT.

By selecting the “I accept” button or other button or mechanism designed to acknowledge agreement to the terms of an electronic copy of this Agreement, or by installing, downloading, accessing, or otherwise copying or using all or any portion of the Autodesk Materials, (i) you accept this Agreement on behalf of the entity for which you are authorized to act (e.g., an employer) and acknowledge that such entity is legally bound by this Agreement (and you agree to act in a manner consistent with this Agreement) or, if there is no such entity for which you are authorized to act, you accept this Agreement on behalf of yourself as an individual and acknowledge that you are legally bound by this Agreement, and (ii) you represent and warrant that you have the right, power and authority to act on behalf of and bind such entity (if any) or yourself. You may not accept this Agreement on behalf of another entity unless you are an employee or other agent of such other entity with the right, power and authority to act on behalf of such other entity.

If Licensee is unwilling to accept this Agreement, or you do not have the right, power and authority to act on behalf of and bind such entity or yourself as an individual (if there is no such entity), (a) DO NOT SELECT THE “I ACCEPT” BUTTON OR OTHERWISE CLICK ON ANY BUTTON OR OTHER MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT, AND DO NOT INSTALL, DOWNLOAD, ACCESS, OR OTHERWISE COPY OR USE ALL OR ANY PORTION OF THE AUTODESK MATERIALS; AND (b) WITHIN THIRTY (30) DAYS FROM THE DATE OF ACQUIRING THE AUTODESK MATERIALS, LICENSEE MAY RETURN THE AUTODESK MATERIALS (INCLUDING ANY COPIES) TO THE ENTITY FROM WHICH THEY WERE ACQUIRED FOR A REFUND OF THE APPLICABLE LICENSE FEES PAID BY THE LICENSEE.

AGREEMENT

1. DEFINITIONS

1.1 “Access” means, with respect to a computer program or other materials, (a) to use or execute the computer program or other materials or (b) to use or otherwise benefit from the features or functionality of the computer program or other materials.

1.2 “Affiliate” means a corporation which directly (or indirectly through one or more intermediaries) controls at least fifty-one percent (51%) of the outstanding voting shares or securities, is controlled by, or is under common control with the subject party.

1.3 “Agreement” means this license agreement.

1.4 “Autodesk Developer Tools” means the materials identified in Attachment 2 as Autodesk developer tools, including all Upgrades thereto provided or made available by Autodesk to Licensee hereunder.

1.5 “Autodesk License Manager” means the tool known as Autodesk License Manager or any future Autodesk tool for managing, monitoring or controlling Installation of or Access to Autodesk Materials.

1.6 “Autodesk Materials” means any materials distributed or made available by Autodesk, directly or indirectly, including Licensed Software, Supplemental Materials, User Documentation and Excluded Materials (whether or not licensed to Licensee).

1.7 “Autodesk Software” means the software products identified in Attachment 2 as Autodesk software, including all Upgrades thereto provided or made available by Autodesk to Licensee hereunder.

1.8 “Autodesk Trademark” means the authorized Autodesk name, logo, and/or certain other trademarks, trade names, and service marks provided by Autodesk for only those limited purposes explicitly provided in this Agreement.

1.9 “Customer Information Form” means a form completed by or on behalf of Licensee and submitted to Autodesk or a Reseller, directly or indirectly, in connection with Licensee’s order for a license of Autodesk Materials.

1.10 “Documentation” means the documentation supplied with the Licensed Software CD or download.

1.11 “End-User/s” means (a) Licensee’s individual employees or (b) individual users who are independent contractors of Licensee, in each case who Install or Access the Software Application for the sole purpose of using the Software Application for the benefit of and to meet the internal requirements of Licensee’s business in the ordinary course of such business, and not for their own use, redistribution, sublicensing, or resale in any form.

1.12 “End-User License” means the then-current end-user license agreement shipped with, and/or incorporated in, each Software Application product which sets forth the terms and conditions under which an End User may use such Licensed Software.

1.13 “Enhancement” means a modification or revision to the Software Application expanding its functionality or improving its performance.

1.14 “Excluded Materials” means any materials, including Software, Supplemental Materials or User Documentation (and including, without limitation, any computer programs, modules or components of a computer program, functionality or features of a computer program, explanatory printed or electronic materials, content or other materials, if any), that may be provided or become available to Licensee, by any means, or that are on any media delivered to Licensee, for which (a) Licensee does not have a License Identification, or (b) Licensee has not paid (and continued to pay) the applicable fees. Licensee acknowledges that Excluded Materials are included on media or via download for convenience of the licensing mechanism used by Autodesk, and inclusion does not in any way authorize, expressly or impliedly, a right to use such Excluded Materials.

1.15 “Install” and “Installation” means, with respect to a computer program or other materials, to copy the program or other materials onto a hard disk or other storage medium.

1.16 “License Identification” means one or more designations by Autodesk that set forth the Permitted Number (among other things) for Licensee’s license of the Licensed Software. The License Identification may be (a) located (i) in the Licensed Software (e.g., in an “About” box, license information dialog box, or text file of Licensed Software), (ii) on or with Autodesk packaging, or (iii) in a written confirmation or other notice issued to Licensee by Autodesk and transmitted via email, facsimile, physical delivery, or otherwise, or (b) obtained from Autodesk on request. For clarification, License Identification does not include a designation, confirmation, packaging or other document provided by a Reseller or other third party.

1.17 “Licensee” means (a) the company or other legal entity on behalf of which Licensed Software are acquired, if the Licensed Software is acquired on behalf of such an entity (e.g., by an employee, independent contractor, or other authorized representative), or (b) if there is no such entity, the individual who accepts

this Agreement (e.g., by selecting the “I accept” button or other button or mechanism associated with this Agreement or otherwise indicating assent to this Agreement, or by installing, downloading, accessing, or otherwise copying or using all or any portion of the Licensed Software). For clarification, “Licensee” refers only to a single, specifically identified legal entity or individual, and does not include any subsidiary or affiliate of any such legal entity or individual or any other related person.

1.18 “Licensed Software” means, collectively, the Autodesk commercial versions of the Autodesk Software and Autodesk Developer Tools, including Upgrades, (and accompanying Documentation) listed in Attachment 2, in object code form only.

1.19 “Personnel” means (a) Licensee’s individual employees and (b) individual persons who are independent contractors working on Licensee’s premises and who Install and Access the Licensed Software only on and through Computers owned or leased and controlled by Licensee.

1.20 “Permitted Number” means the maximum number of End-Users allowed to Install and Access the Software Application.

1.21 “Redistributables” means the redistributable elements of the Developer Tools in object code form solely as incorporated or embedded as a component of the Software Application.

1.22 “Reseller” means a distributor or reseller authorized directly or indirectly by Autodesk to distribute authentic Autodesk Materials to Licensee.

1.23 “Seat” means (i) one computer for non-networked single user environments, or (ii) one permitted or possible concurrent user for networked or multi-user terminal based environments.

1.24 “Software Application” means the Licensee software product that results from Licensee’s integration of the Redistributables with Licensee’s own software application/s and/or component/s. The Software Application shall include all modifications, improvements, and Enhancements thereto made by or for Licensee during the Term hereof. It is recognized by the parties that the Software Application may incorporate the Redistributables; however, the definition of the Software Application shall not include any Licensed Software provided to Licensee by Autodesk which is not incorporated into the coding of the Software Application.

1.25 “Source Code” means the source code, human and machine readable version of the Licensed Software.

1.26 “Supplemental Materials” means materials, other than Licensed Software and related User Documentation, that are distributed or made available by Autodesk for use with the Licensed Software. Supplemental Materials include, without limitation, (a) content, such as sample drawings and designs, modules for drawings and designs, and representations of elements used in drawings and designs (e.g., buildings, parts of buildings, fixtures, furniture, bridges, roads, characters, backgrounds, settings and animations), (b) background materials, such as building codes and descriptions of building practices, (c) tools for rendering the output of the Licensed Software, such as fonts, and (d) development materials, application programming interfaces (APIs), and other similar developer materials (including API information).

1.27 “Upgrade(s)” means commercial releases of Autodesk Licensed Software designated as such by Autodesk and for which Autodesk normally charges a fee.

1.28 “User Documentation” means the explanatory or instructional materials for Licensed Software or Supplemental Materials (including materials regarding use of the Licensed Software or Supplemental

Materials), whether in printed or electronic form, that Autodesk or a Reseller incorporates in the Licensed Software or Supplemental Materials (or the packaging for the Licensed Software or Supplemental Materials) or otherwise provides to its customers when or after such customers license, acquire or Install the Licensed Software or Supplemental Materials.

1.29 Any references in this Agreement to the “sale,” “selling,” or “purchase” of the Licensed Software shall mean the sale or purchase of a license to use such Licensed Software or copies thereof.

2 LICENSE GRANT AND RESTRICTIONS

2.1 License. Subject to: (a) Licensee’s compliance with the terms and conditions of this Agreement and the End-User License and (b) Licensee’s up-to-date membership in the Autodesk Developer Network (the “ADN”), Autodesk grants to Licensee the following:

- 2.1.1 a non-exclusive, non-transferable license, without the right to sublicense, to use the Autodesk Developer Tools to create, maintain and support the Software Application;
- 2.1.2 a non-exclusive, non-transferable license, without the right to sublicense, to copy and distribute to the Permitted Number of End Users subject to an End User Agreement, the Redistributables in object code form solely as incorporated or embedded as a component of the Software Application;
- 2.1.3 a non-exclusive, non-transferable license, without the right to sublicense, to Install and use one copy of the Autodesk Software, in executable machine code form only, for the purpose of developing, testing, supporting and maintaining the Software Application.

2.2 Distribution Limit. Licensee may distribute the Software Application only to End User(s), and only for the purpose of using the Software Application for the benefit of and to meet the internal requirements of Licensee’s business in the ordinary course of such business, and not for any End User/s’ own use, redistribution, sublicensing, or resale in any form. The total number of End Users shall not exceed the Permitted Number, as specified in the License Identification. Licensee shall ensure that any distribution of the Software Application to the End-User/s is subject to a legally binding End-User License containing, at a minimum, terms substantially the same as the minimum terms and conditions described in Attachment 1 pursuant to which End-User/s are granted a license to use the Licensed Software. Licensee shall implement industry standard license control technology or other equivalent industry standard measures to track and control Installation of and Access to the Software Application. In the event Autodesk makes available as part of the Licensed Materials any such license control and protection technology, Licensee agrees to implement and enable such technology within the Software Application as soon as reasonably possible. Licensee shall be liable to Autodesk for all claims, losses, costs, expenses and damages incurred by Autodesk that arise out of or are related to Licensee’s failure to comply with this Section 2.2, in addition to any other remedies available to Autodesk.

2.3 Limitations. Licensee may permit the Licensed Software to be Installed and/or Accessed only by Licensee’s Personnel, and any such Installation or Access will be subject to any other requirements imposed by this Agreement. Licensee will be responsible for compliance with this Agreement by Licensee’s Personnel and any other persons who may have Access to the Autodesk Materials through Licensee (whether or not such Access is authorized by Autodesk or within the scope of this Agreement). Licensee shall be responsible for the supervision, management, control, and use of the Licensed Software and the Software Application in accordance with this Agreement and the End-User License. To the extent that applicable law (including, without limitation, laws implementing EC Directive 91/250 on the legal protection of computer programs and laws of other jurisdictions relating to similar subject matter) does not allow such prohibitions to be enforced, Licensee shall not (a) modify, reverse engineer, reverse compile, uncompile, decompile or disassemble the Licensed Software, including but not limited to, the Source Code of the Licensed Software,

the DLL, EXE, COM and/or other binary code, (b) make derivative works of the executable portions of the Licensed Software or (c) attempt to discover any Autodesk proprietary information or trade secret from the Licensed Software. Licensee may, however, link its software to the Licensed Software and revise the user interface of the Licensed Software. Licensee shall not make any revisions, modifications, and/or additions to the Documentation in order to create any user manual or other documentation to support the operation of the Software Application. Licensee will not copy, or assist others in copying, the Licensed Software or Documentation except in object code format: (i) as necessary to read the Licensed Software from the media into the memory of a computer solely for the purpose of executing it for a Licensed Software Seat; or (ii) to create a single backup copy.

2.4 Circumvention.

2.4.1 Licensee may not (i) utilize any equipment, device, software, or other means to (or designed to) circumvent or remove any form of technical protection used by Autodesk in connection with the Autodesk Materials, or (ii) Install or Access the Autodesk Materials with any product code, authorization code, serial number, or other copy-protection device not supplied by Autodesk directly or through a Reseller. Without limitation of the generality of the foregoing, Licensee may not utilize any equipment, device, software, or other means to (or designed to) circumvent or remove the Autodesk License Manager or any managing, monitoring or controlling Installation of or Access to Autodesk Materials.

2.4.2 Licensee may not utilize any equipment, device, software, or other means to (or designed to) circumvent or remove any usage restrictions, or to enable functionality disabled by Autodesk, in connection with the Excluded Materials. Licensee may not bypass or delete any functionality or technical limitations of the Autodesk Materials that (or that are designed to) prevent or inhibit tool or technical protection measure provided or made available by Autodesk for the unauthorized copying of, Installation or Access to the Excluded Materials.

2.5 Additional Restrictions: The license grants in Section 2.1 are subject to the following additional requirements: (i) programmability of the Software Application by End-User/s must be limited solely to that which can be made available through a Licensee developed/supplied COM Automation type library; (ii) programmability of the Software Application by End-User/s must only be allowed by and through externally supplied COM Automation client languages (such as VB, J++, Delphi and VBA); (iii) the Inventor COM Automation Object Model as exposed through the type library must never be exposed to the Software Application End-User and the COM Automation object model of the Software Application is limited solely to the COM Automation object model developed or otherwise licensed by Licensee; (iv) the COM Automation objects exposed by the Licensee in the Software Application must never duplicate the Inventor COM Automation type library objects; and (v) the Software Application must add substantial value to the Licensed Software.

2.6 Proprietary Notice. All copies of the Licensed Software shall contain the same proprietary notices which appear on and in the Licensed Software and Licensee shall maintain and not alter or remove any copyright, trademark, and other proprietary notices which appear on or are contained in the Licensed Software. Licensee will place any required third party copyright notices in the copyright area of (i) the on-line documentation regarding the Software Application, (ii) the End-User License and/or terms of use for the Software Application, (iii) the 'About Box' or similar notice page of the Software Application and (iv) any other document related to Software Application that contains copyright information.

2.7 Third-Party Licensed Materials. The Autodesk Materials 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 “About box”) or a web page specified by Autodesk (the URL for which may be obtained on Autodesk’s website or on request to Autodesk). Licensee agrees to comply with such terms. In addition, Licensee 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 Licensee uses or obtains for use in conjunction with the Licensed Materials. Licensee acknowledges and agrees that Autodesk has no responsibility for, and makes no representations or warranties regarding, such third-party software, data or other materials or Licensee’s use of such third-party software, data or other materials.

2.8 Nature of Licenses. Licensee acknowledges and agrees that when Licensee acquires a license of Licensed Software, Licensee’s acquisition is neither contingent on the delivery of any future features or functionality nor subject to any public or other comments (oral, written or otherwise) made by Autodesk regarding future features or functionality.

3 OWNERSHIP

3.1 Autodesk and its licensors retain all right, title, and interest in and to Licensed Software, including the Source Code, Documentation, and any other Autodesk Materials. Licensee has only the limited licenses granted with respect to the Autodesk Materials expressly set forth in this Agreement, and Licensee has no other rights, implied or otherwise. Licensee acknowledges and agrees that the Autodesk Materials are licensed not sold; rights to Install, Access and distribute the Autodesk materials are acquired only under the license from Autodesk; Autodesk holds the copyright to the Autodesk Materials; and, except as expressly provided herein, Licensee is not granted any other right or license to patents, copyrights, trade secrets, or trademarks with respect to the Autodesk Materials. Moreover, Autodesk reserves all rights not expressly granted in this Agreement. Licensee shall take all reasonable measures to protect Autodesk’s proprietary rights in the Autodesk Materials and shall not copy, use or distribute the Autodesk Materials, or any derivative thereof, in any manner or for any purpose, except as expressly authorized in this Agreement. Licensee shall notify Autodesk promptly in writing upon its discovery of any unauthorized use of the Autodesk Materials or infringement of Autodesk’s patent, copyright, trade secret, trademark, or other intellectual property rights. Licensee shall not distribute any Autodesk Materials to any person or entity unless expressly permitted under this Agreement. Licensee shall include in the first few lines of the splash screen; in any “About...” information display; and in any documentation of the Software Application, any and all Autodesk copyright notices which are displayed by Autodesk in its Licensed Software and accompanying documentation. Licensee shall not remove any copyright and/or proprietary rights notices placed on the Licensed Software or its accompanying documentation by Autodesk.

4 PRIVACY; USE OF INFORMATION; CONNECTIVITY

4.1 Privacy and Use of Information. Licensee acknowledges and agrees that Licensee (and third parties acting on Licensee’s behalf) may provide, and Autodesk and its Resellers (and third parties acting on behalf of Autodesk and its Resellers) may obtain, certain information and data with respect to Licensee (including, without limitation, personal information) and Licensee’s business in connection with this Agreement, including, without limitation, information and data provided to or obtained by Autodesk and its Resellers (or third parties acting on behalf of Autodesk and its Resellers) through the Licensee Information Form and otherwise, in connection with ordering, registration, activation, updating, validating entitlement to, auditing, monitoring Installation of and Access to Autodesk Materials and Subscriptions and managing the relationship with Licensee. Licensee hereby consents to Autodesk maintaining, using, storing and disclosing such information and data (including, without limitation, personal information, if any) in conformity with Autodesk’s policies on privacy and data protection, as such policies may be updated from time to time, including without limitation Autodesk’s Privacy Policy, as currently located at <http://usa.autodesk.com/company/legal-notices-trademarks/privacy-policy>. Without limitation of the

generality of the foregoing, Licensee acknowledges that and agrees that: (a) Autodesk may from time to time prompt Licensee (and third parties acting on Licensee's behalf) to provide express agreement to the terms of Autodesk's Privacy Policy and/or express agreement to specific uses of information and data (including, without limitation, personal information); (b) Autodesk may provide information and data, including, without limitation, information and data about Licensee's use of Autodesk Materials and Licensee's support requests, to Autodesk affiliates, Resellers and other third parties in connection with the provision, maintenance, administration or usage of Licensed Materials and Subscription or in connection with enforcement of any agreements relating to Licensed Materials or Subscription; and (c) Autodesk may make cross-border transfers of such information and data, including to jurisdictions with privacy or data protection laws that are less protective of Licensee than the jurisdiction in which Licensee is domiciled. Licensee acknowledges and agrees that such policies may be changed from time to time by Autodesk and that, effective upon posting on Autodesk's website or other written notice from Autodesk, Licensee will be subject to such changes.

4.2 Connectivity. Certain Licensed Materials may facilitate or require Licensee's access to and use of content and services that are hosted on websites maintained by Autodesk or by third parties. In some cases, such content and services may appear to be a feature or function within, or extension of, the Licensed Materials on Licensee's Computer even though hosted on such websites. Accessing such content or services and use of Licensed Materials may cause Licensee's Computer, without additional notice, to connect automatically to the Internet (transitorily, intermittently or on a regular basis) and to communicate with an Autodesk or third-party website—for example, for purposes of providing Licensee with additional information, features and functionality or to validate that the Licensed Materials and/or content or services are being used as permitted under this Agreement or other applicable terms. Such connectivity to Autodesk websites is governed by Autodesk's policies on privacy and data protection described in Section 4 (Privacy; Use of Information; Connectivity). Such connectivity to websites of third parties is governed by the terms (including the disclaimers and notices) found on such sites or otherwise associated with the third-party content or services. Autodesk does not control, endorse, or accept responsibility for any such third-party content or services, and any dealings between Licensee and any third party in connection with such content or services, including, without limitation, such third party's privacy policies, use of personal information, delivery of and payment for goods and services, and any other terms associated with such dealings, are solely between Licensee and such third party. Autodesk may at any time, for any reason, modify or discontinue the availability of any third-party content or services. Access to and use of certain content and services (whether of Autodesk or third parties) may require assent to separate terms and/or payment of additional fees.

5 RECORDS; AUDIT

5.1 Licensee shall maintain records relating to the Autodesk Materials and Software Application that are sufficient to enable Autodesk to verify all Installation of and Access to and the types and quantities of all copies made of the Autodesk Materials and the Software Application, including without limitation, records generated by or related to any license control and protection technology implemented with respect to the Software Application. Within forty-five (45) days after written request by Autodesk, Licensee shall provide Autodesk with a written report that includes a detailed statement of the quantities of Software Applications distributed by Licensee or Installed or Accessed during the time period requested, together with reasonable details regarding End Users who have Installed or Accessed the Software Applications during such time. Licensee agrees that Autodesk has the right to require an audit (electronic or otherwise) of the Autodesk Materials, the Software Application, and the Installation thereof and Access thereto and all records related thereto. As part of any such audit, Autodesk or its authorized representative will have the right, on fifteen (15) days' prior notice to Licensee, to inspect Licensee's records, systems and facilities, including machine IDs, serial numbers and related information, to verify that the use of any and all Autodesk Materials is in conformance with this Agreement. Licensee will provide full cooperation to enable any such audit. If

Autodesk determines that Licensee's use is not in conformity with the Agreement, Licensee will obtain immediately and pay for a valid license to bring Licensee's use into compliance with this Agreement and other applicable terms and pay the reasonable costs of the audit. In addition to such payment rights, Autodesk reserves the right to seek any other remedies available at law or in equity, whether under this Agreement or otherwise.

6 SUPPORT

6.1 Licensee shall be solely responsible for providing, at its sole expense, any and all support relating to the Software Application, including End-User support. This Agreement does not include any support from Autodesk to Licensee, or any third party.

6.2 Licensee shall register with Autodesk to participate in the ADN program at the standard service level. Licensee shall renew the ADN program on a yearly basis during the term of this Agreement at the then current fees, provided that Licensee complies with the terms of this Agreement and the ADN Program.

6.3 Licensee shall promptly notify Autodesk via the Autodesk Developer Network, of bugs or errors in the Licensed Software or Documentation. Autodesk shall not be obligated to correct any such errors discovered by Licensee or reported to Licensee by End-User/s.

7 MARKETING AND ATTRIBUTIONS

7.1 Publicity. Licensee may not make any public statement, press release, or other announcement relating to the terms of or existence of this Agreement without the prior written approval of Autodesk, except as required by law. Notwithstanding the foregoing, Licensee hereby grants to Autodesk the right, but not the obligation, to issue an initial press release, the timing and wording of which will be subject to Licensee's reasonable approval, regarding the relationship between Autodesk and Licensee. Moreover, Licensee agrees that Autodesk may, but has no obligation to; make descriptive references to Licensee's name and the Software Application to state in its print media and/or on its web site that Licensee is a licensee of the Licensed Software.

7.2 Attributions. Licensee shall employ the logo "Powered by Autodesk Inventor" in the splash screens of any Software Applications that incorporate Redistributables from the Autodesk Inventor OEM software and the documentation for such Software Applications, subject to the requirements of and guidelines for usage of Autodesk Trademarks as set forth and updated from time to time in the Legal Notices and Trademarks page of Autodesk.com. Licensee shall not contest, oppose, or challenge Autodesk's ownership of the Autodesk Trademarks nor misappropriate the same for its own use or any use other than that set forth in this Section. All use of the Autodesk Trademarks shall inure to the sole benefit of Autodesk. Effective upon the termination or expiration of this Agreement, Licensee shall cease all usage of the Autodesk Trademarks.

8 DISCLAIMER OF WARRANTY

8.1 Neither the Licensee nor any of its Affiliates, agents, or employees shall have any right to make any representation, warranty, or promise actually, apparently, or ostensibly on behalf of Autodesk, or relating to any Autodesk product, including the Licensed Software or Documentation.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, AUTODESK PROVIDES THE LICENSED SOFTWARE, DOCUMENTATION, AND ANY (IF ANY) SUPPORT SERVICES RELATED TO THE LICENSED SOFTWARE ("SUPPORT SERVICES") AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE,

OF LACK OF VIRUSES, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE LICENSED SOFTWARE, DOCUMENTATION, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, WITH REGARD TO THE LICENSED SOFTWARE OR DOCUMENTATION. THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE LICENSED SOFTWARE, DOCUMENTATION, AND SUPPORT SERVICES, IF ANY, REMAINS WITH LICENSEE AND THE END-USER. AUTODESK DOES NOT WARRANT THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY DELIVERABLES SHALL BE SATISFACTORY. THE RIGHTS OF LICENSEE HEREUNDER ARE GRANTED AS A PERMISSION ONLY AND DO NOT IMPLY ANY OBLIGATION OR LIABILITY OF AUTODESK EXCEPT AS EXPRESSLY PROVIDED HEREIN.

9 WARNINGS

9.1 Functionality Limitations. The Licensed Software consists of commercial professional tools intended to be used by trained professionals only. Particularly in the case of commercial professional use, the Licensed Software is not a substitute for Licensee's professional judgment or independent testing. The Licensed Software is intended only to assist Licensee with its design, analysis, simulation, estimation, testing and/or other activities and are not a substitute for Licensee's own independent design, analysis, simulation, estimation, testing, and/or other activities, including those with respect to product stress, safety and utility. Due to the large variety of potential applications for the Licensed Software, the Licensed Software has not been tested in all situations under which it may be used. Autodesk will not be liable in any manner whatsoever for the results obtained through use of the Licensed Software. Persons using the Licensed Software are responsible for the supervision, management, and control of the Licensed Software and the results of using the Licensed Software. This responsibility includes, without limitation, the determination of appropriate uses for the Licensed Software and the selection of the Licensed Software and other computer programs and materials to help achieve intended results. Persons using the Licensed Software are also responsible for establishing the adequacy of independent procedures for testing the reliability, accuracy, completeness, and other characteristics of any output of the Licensed Software, including, without limitation, all items designed with the assistance of the Licensed Software. Licensee further acknowledges and agrees that the Licensed Software, and any Software Application derived from the Licensed Software, form part of Licensee's total unique hardware and software environment to deliver specific functionality, and that the Licensed Software provided by Autodesk may not achieve the results Licensee desires within Licensee's design, analysis, simulation, estimation, and/or testing constraints.

10 INDEMNITY

10.1 Licensee agrees to indemnify, hold harmless, and defend Autodesk and its subsidiaries, affiliates, directors and officers from any cost, loss, liability, or expense, including court costs and reasonable fees for attorneys or other professionals, arising out of or resulting from: (a) any claim or demand brought against Autodesk or its Affiliates, directors, employees, or agents by a third party, including an End-User, arising from or in connection with any breach by Licensee of the terms of this Agreement or the End-User License; (b) any claim or demand brought against Autodesk or its Affiliates, directors, employees, or agents by a third party, including an End-User/s, arising from or in connection with the Software Application, derivative work, the services or support provided by Licensee or any third party on behalf of Licensee, or any Licensee product; or (c) any negligent or willful act or omission by Licensee (including its employees, agents, or third parties acting on its behalf) including, but not limited to, any act or omission that contributes to: (i) any bodily injury, sickness, disease, or death; (ii) any injury or destruction to tangible property or loss of use resulting there from; or (iii) any violation of any statute, ordinance, or regulation, including but not limited to data protection and privacy laws.

11 LIMITATION OF LIABILITY

11.1 LIMITATION ON TYPE AND AMOUNT OF LIABILITY. IN NO EVENT WILL AUTODESK OR ITS SUPPLIERS HAVE ANY LIABILITY (DIRECTLY OR INDIRECTLY) FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES; FOR LOSS OF PROFITS, USE, REVENUE, OR DATA; OR FOR BUSINESS INTERRUPTION (REGARDLESS OF THE LEGAL THEORY FOR SEEKING SUCH DAMAGES OR OTHER LIABILITY). IN ADDITION, THE LIABILITY OF AUTODESK AND ITS SUPPLIERS ARISING OUT OF OR RELATING TO ANY AUTODESK MATERIALS WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY LICENSEE FOR SUCH AUTODESK MATERIALS.

11.2 THE LIMITATIONS OF LIABILITY IN THIS SECTION 12 (LIMITATION OF LIABILITY) WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO ANY DAMAGES OR OTHER LIABILITY, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, EVEN IF AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE. ALSO, CUSTOMER AGREES THAT THE LICENSE, SUBSCRIPTION AND SERVICES FEES AND OTHER FEES CHARGED BY AUTODESK AND PAID BY CUSTOMER ARE BASED ON AND REFLECTIVE OF THE ALLOCATION OF RISK CONTEMPLATED BY THIS SECTION 12 (LIMITATION OF LIABILITY) AND THAT THE LIABILITY LIMITATIONS IN THIS SECTION 12 (LIMITATION OF LIABILITY) ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES.

12 TERM AND TERMINATION

12.1 Term; Termination or Suspension. Each license under this Agreement, with respect to each specific set of Licensed Materials covered by this Agreement, will become effective as of the latest to occur of: (a) this Agreement becoming effective, (b) payment by Licensee of the applicable fees, excluding licenses (such as evaluation licenses) where no fees are required, (c) delivery of the specific Licensed Materials, and (d) in the case of Autodesk Materials provided in connection with a Subscription, upon commencement of the applicable Subscription period. Each of Autodesk or Licensee may terminate this Agreement, Licensee's license as to Licensed Materials and/or Licensee's Subscription if the other party is in breach of this Agreement and fails to cure such breach within ten (10) days after written notice of the breach. In addition, Autodesk may, as an alternative to termination, suspend Licensee's license as to the Licensed Materials and Licensee's Subscription, and/or other Autodesk obligations or Licensee rights under this Agreement (or under other terms, if any, relating to materials associated with the Licensed Materials), if Licensee fails to make a payment to Autodesk or a Reseller or otherwise fails to comply with the provisions of this Agreement or other terms relating to any such license, Subscription, or other associated materials. Autodesk may also terminate this Agreement if Licensee becomes subject to bankruptcy proceedings, becomes insolvent, or makes an arrangement with Licensee's creditors. This Agreement will terminate automatically without further notice or action by Autodesk if Licensee goes into liquidation. Licensee acknowledges and agrees that Autodesk may assign or sub-contract any of its rights or obligations under this Agreement.

12.2 Effect of Termination of Agreement or License. Upon termination or expiration of this Agreement, Licensee's rights under Section 2 immediately terminate. Further, upon termination of this Agreement, Licensee must immediately cease copying and distributing the Software Application and any other products incorporating the Licensed Software. Upon termination or expiration of any license granted to Licensee, Licensee must cease all use of Autodesk Materials to which such license and Uninstall all copies of the Autodesk Materials. At Autodesk's request, Licensee agrees to destroy or return to Autodesk or the Reseller from which they were acquired all Autodesk Materials. Autodesk reserves the right to require Licensee to show satisfactory proof that all copies of the Autodesk Materials have been uninstalled and, if so requested by Autodesk, destroyed or returned to Autodesk or the Reseller from which they were acquired.

13 COMPLIANCE WITH LAWS

13.1 Export Controls. Licensee acknowledges that the Autodesk Materials are subject to the export control laws and regulations of the United States ("U.S.") and will abide by those laws and regulations. Under U.S. export control laws and regulations, the Autodesk Materials may not be downloaded or otherwise exported, re-exported, or transferred to restricted countries, to restricted end users or for restricted end uses. Licensee represents, warrants and covenants that neither Licensee nor Licensee's Personnel (a) are located in, or a resident or a national of, a restricted country; (b) are on any of the U.S. government lists of restricted end users; and (c) will, unless otherwise authorized under U.S. export control regulations, use Autodesk Materials in any restricted end use, including, without limitation, design, analysis, simulation, estimation, testing, or other activities related to nuclear, chemical/biological weapons, rocket systems or unmanned air vehicles applications. Licensee understands that the requirements and restrictions of U.S. law as applicable to Licensee may vary depending on the Autodesk Materials downloaded and may change over time, and that, to determine the precise controls applicable to the Autodesk Materials, it is necessary to refer to the U.S. Export Administration Regulations and the U.S. Department of Treasury, Office of Foreign Assets Control Regulations.

13.2 Licensee shall comply with any and all laws, regulations, or legal requirements of the United States and any other jurisdiction that applies to execution and performance of this Agreement.

13.3 Licensee agrees to indemnify Autodesk and its respective Affiliate/s against any claim demand, action, proceeding, investigation, loss, liability, cost and expense, including attorney's fees, suffered or incurred by Autodesk arising out of or related to any violation (whether intentional or non-intentional) by Licensee, its Personnel, employees, End Users, agents, representatives or dealers of this Section 14.

14 GENERAL PROVISIONS

14.1 Other Remedies. In addition to the right to terminate this Agreement, Autodesk reserves all rights and remedies available to Autodesk under law or equity, including the right to seek damages and injunctive relief for breach or threatened breach of this Agreement by Licensee.

14.2 Surviving Provisions. The following terms and conditions shall survive and continue after termination/expiration of this Agreement: Sections 1, 3, 4.1, 6.1, 8, 9, 10, 11, 12, 13, and 14.

14.3 No Assignment; Insolvency. Licensee may not assign this Agreement or any rights hereunder (whether by purchase of stock or assets, merger, change of control, operation of law, or otherwise) without Autodesk's prior written consent, which may be withheld in Autodesk's sole and absolute discretion, and any purported assignment by Licensee will be void. In the context of any bankruptcy or similar proceeding, this Agreement is and will be treated as an executory contract of the type described by Section 365(c)(1) of Title 11 of the United States Code and may not be assigned without Autodesk's prior written consent, which may be withheld in Autodesk's sole and absolute discretion. Autodesk may assign or otherwise transfer its rights and obligations to successors-in-interest (whether by purchase of stock or assets, merger, operation of law, or otherwise) of that portion of its business related to the subject matter hereof. Subject to the restrictions set forth in this Section, all of the terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto.

14.4 Venue/Choice of Law. This Agreement shall be construed in accordance with the laws of the State of California (excluding rules regarding conflicts of law) and the United States of America. The parties hereby submit to the exclusive personal jurisdiction of and venue in the Superior Court of the State of

California, County of Marin, and the United States District Court for the Northern District of California in San Francisco.

14.5 Notices. Notices in connection with this Agreement by either party will be in writing and will be sent by electronic mail, postal service, or a delivery service (such as UPS, FedEx or DHL), except that Licensee may not provide notice to Autodesk of an Autodesk breach or provide notice of termination of this Agreement by electronic mail. Notices from Autodesk to Licensee will be effective (a) in the case of notices by email, one (1) day after sending to the email address provided to Autodesk, or (b) in the case of notices by mail or delivery service, five (5) days after sending by regular post or delivery service to the address provided to Autodesk. Licensee hereby consents to service of process being effected on Licensee by registered mail sent to the address set forth on Licensee's Customer Information Form (or, if no Customer Information Form has been provided, Licensee's last address known by Autodesk) if so permitted by applicable law. Notices from Licensee to Autodesk will be effective (a) in the case of notices by email, one (1) day after sending to (and receipt by Autodesk at) CopyrightAgent@autodesk.com, or (b) in the case of notices by mail or delivery service, when received by Autodesk at Autodesk, Inc., 111 McInnis Parkway, San Rafael, California 94903, USA, Attention: Copyright Agent.

14.6 Independent Contractors. In performing their respective duties under this Agreement, each of the parties will be operating as an independent contractor. Nothing contained herein will in any way constitute or be deemed to have created any franchise, association, partnership, or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Autodesk is not, and shall not represent itself as, an agent, legal representative, or partner of Licensee, and shall not assume or purport to create any obligation on behalf of Licensee except as expressly stated in this Agreement. Licensee is not, and shall not represent itself as, an agent, legal representative, or partner of Autodesk, and shall not assume or purport to create any obligation on behalf of Autodesk.

14.7 Entire Agreement. This document contains the entire agreement and understanding between Licensee and Autodesk concerning the subject matter of this Agreement including, but not limited to, its duration and manner of expiration, termination, and Autodesk's sole and absolute discretion in determining to offer, or accept any extension of this Agreement. This document supersedes all prior or contemporaneous communications, discussions, negotiations, proposed agreements, and all other agreements, whether written or oral, excepting solely all prior confidentiality and nondisclosure agreements to the extent they are not expressly superseded by this Agreement. Autodesk has not made and Licensee has not relied upon any representations not expressly set forth in this document in making this Agreement. Except as specifically provided herein, this Agreement may be amended only by written agreement signed by authorized representatives of both parties. Terms stipulated by Licensee in any communication by Licensee which purport to vary this Agreement or such other terms will be void and of no effect unless agreed in a writing signed by an authorized representative of Autodesk. Any other modifications to this Agreement will also be invalid unless agreed to in a writing signed by an authorized representative of Autodesk. It is the express intent of the parties that this Agreement and any amendment thereto shall be interpreted solely by reference to their written terms.

14.8 Severability. In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of this Agreement or part thereof is invalid, illegal, or otherwise unenforceable, such provision will be enforced or reformed as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect.

14.9 Construction. Ambiguities in this Agreement will not be construed against the drafter.

14.10 Force Majeure. Except for the failure to make payments, neither party will be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from acts of God, supplier delay or other causes beyond the non-performing party's reasonable control and not caused by the negligence of the non-performing party, provided that the non-performing party promptly notifies the other party of the delay and the cause thereof and promptly resumes performance as soon as it is possible to do so.

14.11 Waiver. The waiver of any breach or default will not constitute a waiver of any other right in this Agreement or any subsequent breach or default. No waiver shall be effective unless in writing and signed by an authorized representative of the party to be bound. Failure to pursue, or delay in pursuing, any remedy for a breach shall not constitute a waiver of such breach.

14.12 Headings. The captions and headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

14.13 Attachments. The following appendices are attached and incorporated into this Agreement:

Attachment 1: Minimum Terms and Conditions of End-User License
Attachment 2: Licensed Software

14.14 English Language. The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including notices hereunder, have been and shall be written in the English language only. Les parties ci dessus confirment leur désir que cette entente ainsi que tous les documents, y compris tout avis qui s'y rattachent, soient rédigés en langue anglaise uniquement.

Attachment 1

MINIMUM TERMS AND CONDITIONS OF END-USER LICENSE

1. Licensee grants to End-User/s a non-exclusive license to use the Software Application for End-User's internal business operations under the terms stated in this Agreement.
2. End-User/s shall not copy the Licensed Software except: (i) as necessary to read the Software Application from the media into the memory of a computer solely for the purpose of executing it on a single machine (whether a stand alone computer or a workstation component of a multi-terminal system), or (ii) to create an archival copy. End-User/s agree that any such copies of the Software Application shall contain the same proprietary notices which appear on and in the Software Application. End User/s shall not (a) modify, reverse engineer, reverse compile, uncompile, decompile or disassemble the Licensed Software, including but not limited to, the Source Code, the DLL, EXE, COM and/or other binary code, or (b) attempt to discover any Autodesk proprietary information or trade secret from the Licensed Software.
3. End-User/s may install, access and use the Software Application solely for the benefit of and to meet the internal requirements of Licensee's business in the ordinary course of such business, and not for End User/s' own use, redistribution, sublicensing, or resale in any form. End User/s shall not install, access or otherwise copy or use the Software Application except as expressly authorized by this Agreement. End-User/s shall not distribute, rent, loan, lease, sell, sublicense, assign, give or otherwise transfer all or any portion of the Software Application, or any rights granted in this Agreement, to any other individual or entity. End-User/s shall not install or access, or allow the installation or access of, the Software Application over the Internet, including, without limitation, use in connection with a Web hosting or similar service, or make the Software Application available to third parties via the Internet on End-User's computer system or otherwise. End-User/s shall not modify, translate, adapt, arrange, or create derivative works based on the Software Application for any purpose. End-User/s may not use or export the Software Application outside of the country of purchase for any reason. End-User is prohibited from (a) timesharing, service bureau, subscription service or rental use of the Software Application or (b) passing title to the Software Application any other individual or (c) publication of any results of benchmark tests run on the Software Application. End-User shall permit Licensee or its designee to audit its use of the Software Application and report such use to Autodesk. End-User/s acknowledge that the Software Application is the confidential information of Licensee and its suppliers, and End-User/s agree that under no circumstances may End-User/s disclose the Software Application to any third party. Title to and ownership of the intellectual property rights associated with the Software Application and any copies remain with Licensee and its suppliers.
4. Upon termination of this Agreement for the Software Application, End-User shall discontinue use and destroy or return to Licensee all copies of the Software Application and documentation.
5. End-User/s are hereby notified that Autodesk, Inc., 111 McInnis Parkway, San Rafael, California 94903 ("Autodesk") is a third-party beneficiary to this Agreement to the extent that this Agreement contains provisions which relate to End-User/s' use of the Software Application. Such provisions are made expressly for the benefit of Autodesk and are enforceable by Autodesk in addition to Licensee.
6. In no event shall Licensee or its suppliers be liable in any way for indirect, special or consequential damages of any nature, including without limitation, lost business profits, or liability or injury to third persons, whether foreseeable or not, regardless of whether Licensee or its suppliers have been advised of the possibility of such damages.

Attachment 2

LICENSED SOFTWARE

Autodesk Software

Autodesk Software	Number of Copies
Autodesk Inventor Professional	1

Autodesk Developer Tools

Autodesk Developer Tools	Number of Copies
Autodesk Inventor Engineer-To-Order Components (Intent)	1
Autodesk Inventor OEM	1
Autodesk Inventor OEM Configuration Wizard	1
Autodesk Inventor ETO Install Builder Wizard	1