

ISD Software und Systeme GmbH DOING BUSINESS AS ISD (ISD) SOFTWARE LICENSE AGREEMENT

This license governs use of the accompanying software. By installing or copying all or any part of the software components in this package, you ("you" or "Licensee") agree to the terms of this agreement. Do not install or copy the software until you have carefully read and agreed to the following terms and conditions. If you do not agree to the terms of this agreement, promptly return the software to ISD.

1. **Definitions:**

- A. Software Product Software Product shall mean computer software and all of the contents of the files, disks(s), CD-ROM(s) or other media, including any templates, data, printed materials, and "online" or electronic Documentation, all copies, and any upgrades, modified versions, and updates (which will be provided if the Software Product is covered under a current Software Maintenance Service Contract), of the Software Product.
- B. Documentation Documentation shall mean, whether in electronic or printed form, User's Guides, Installation Guides, Reference Guides, Administrator's Guides, Customization Guides, Programmer's Guides, Configuration Guides and Help Guides delivered with this Software Product supplied by ISD to Licensee. Not all of the previous types of Documentation are delivered with each Software Product supplied by ISD. ISD provides standard online Documentation with purchased Software Products.
- 2. **License Grant:** Subject to all of the terms and conditions of this Agreement and the type of purchase made, either for commercial use or for educational use:
 - A. Commercial Software Product ISD grants Licensee a non-exclusive, non-assignable license to use a copy of this Software Product in accordance with this Agreement. ISD and its suppliers retain title to all copyright, trademarks, trade names and other intellectual property rights in the Software Product. Licensee is not granted any right, title, or interest in the Software Product, except the right to use the Software Product in accordance with this Agreement. Licensee may not transfer any part of the Software Product or any rights hereunder to any third party without the express written consent of ISD.
 - B. Educational Software Product ISD grants Licensee a non-exclusive, non-assignable license to use a copy of this Software Product for a limited term of one year in accordance with this Agreement. ISD and its suppliers retain title to all copyright, trademarks, trade names and other intellectual property rights in the Software Product. Licensee is not granted any right, title, or interest in the Software Product, except the right to use the Software Product for educational purposes only in accordance with this Agreement. Licensee may not transfer any part of the Software Product or any rights hereunder to any third party. Output from the Educational Software Product will be watermarked that it is for educational use only.



3. Conditions and Limitations:

- A. This license does not grant the Licensee any rights to use ISD's name, logo or trademarks. Except as expressly provided herein, ISD does not grant any express or implied right to Licensee under ISD patents, copyrights, trademarks, or trade secret information.
- B. The Software Product is owned by ISD or its suppliers and is protected by United States and other applicable copyright and other laws. You will not remove any copyright notice from the Software Product, including any Documentation. You agree to prevent any unauthorized copying of the Software Product. Licensee may print online Documentation as needed for Licensee's internal purposes.
- C. Except as expressly permitted by this Agreement or required under applicable law, Licensee may not modify, adapt, translate, decompile, disassemble, or reverse engineer the Software Product in any manner; Licensee may not merge or embed the software into any other computer program or work; Licensee may not create derivative works of the Software Product.
- D. Licensee may NOT: (i) use or copy the Software Product except as provided in this Agreement; (ii) rent or lease the Software Product to any third party; (iii) assign this Agreement or transfer the Software Product without the express written consent of ISD; or (iv) distribute, sublicense or transfer the source code form of any components of the Software Product and derivatives thereof to any third party except as provided in this Agreement.
- E. You must have a valid license for each working copy of the Software Product. You may also make one archival copy of the software to protect from inadvertent destruction of the original software, but you are not permitted to use the archival copy for any other purpose. An upgrade replaces the original license. Any use of working copies of the Software Product for which there is no valid ISD Software License Agreement constitutes Software Piracy for which there are very severe penalties. All ISD Software Products are protected by copyright laws and international treaty.
- F. ISD takes all legal steps to eliminate piracy in its Software Products. Therefore, the Software Product may include a security mechanism that can detect the installation or use of illegal copies of the Software Product, and collect and transmit data about those illegal copies. Data collected will not include any customer data created with the Software Product. By using the Software Product, you consent to such detection and collection of data, as well as its transmission and use if an illegal copy is detected. ISD 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 Product. You may not take any steps to avoid or defeat the purpose of any such measures. Use of any Software Product without any required lock device or authorization key provided by ISD is prohibited.

4. Warranty:

Warranty - PERFORMANCE WARRANTY. EXCEPT FOR ANY REFERENCE DATA OR SOLUTIONWARE CONTAINED IN THE SOFTWARE PRODUCT, ISD WARRANTS FOR A PERIOD OF THIRTY (30) CALENDAR DAYS FROM THE DATE OF SHIPMENT, OR DATE OF COMPLETION OF THE SITE ACCEPTANCE TEST, IF APPLICABLE, THAT THE SOFTWARE PRODUCT SHALL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION SUPPLIED WITH THE PARTICULAR SOFTWARE. REFERENCE DATA



AND SOLUTIONWARE ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES WHATSOEVER.

SOFTWARE MEDIA WARRANTY. ISD WARRANTS FOR A PERIOD OF THIRTY (30) CALENDAR DAYS FROM THE DATE OF SHIPMENT, OR DATE OF COMPLETION OF THE SITE ACCEPTANCE TEST, IF APPLICABLE, THAT, UNDER NORMAL USE, SOFTWARE DELIVERY MEDIA WILL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP.

ISD DOES NOT WARRANT THAT THE SOFTWARE PRODUCT WILL MEET LICENSEE'S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES ISD WARRANT THAT THE SOFTWARE PRODUCT WILL OPERATE UNINTERRUPTED OR ERROR FREE.

IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT A GREATER WARRANTY IS MANDATED, THEN ISD WARRANTS THE SOFTWARE PRODUCT TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

THE FOREGOING, WARRANTIES ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS, DIRECTLY, OR INDIRECTLY, FROM AN UNAUTHORIZED MODIFICATION OF A WARRANTED ITEM; AN UNAUTHORIZED ATTEMPT TO REPAIR A WARRANTED ITEM; OR MISUSE OF A WARRANTED ITEM, INCLUDING WITHOUT LIMITATION USE OF WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR WITHOUT ROUTINELY MAINTAINING A WARRANTED ITEM. LICENSEE SHALL PROMPTLY NOTIFY ISD OF ANY SUSPECTED DEFECTS IN SOFTWARE DELIVERY MEDIA.

ISD'S ENTIRE LIABILITY UNDER THIS WARRANTY AND LICENSEE'S EXCLUSIVE REMEDY SHALL BE AT ISD'S SOLE AND ABSOLUTE DISCRETION, (1) EITHER THE REPAIR OR REPLACEMENT OF ANY SOFTWARE ITEM THAT DOES NOT MEET THE RESPECTIVE WARRANTIES GIVEN ABOVE OR (2) A REFUND OF THE CHARGES FOR THE WARRANTED ITEM.

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF ISD.

5. Limitation Of Liability: IN NO EVENT WILL ISD BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES, EVEN IF ISD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

UNDER NO CIRCUMSTANCE SHALL ISD LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT THAT ISD HAS BEEN PAID BY LICENSEE UNDER THIS AGREEMENT AT THE TIME THE CLAIM IS MADE. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, NO CLAIM REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY LICENSEE MORE THAN TWO (2) YEARS AFTER THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED.

IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT ANY PART OF SECTION 5 IS INVALID, THEN ISD LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.



- 6. Disclaimer: EXCEPT AS PROVIDED HEREIN, ISD MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE PRODUCT, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.
 - IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT ANY PART OF THE ABOVE DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTIES IS INVALID, THEN ISD DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.
- 7. **Termination Of This License**: This Agreement becomes effective on the date you accept this Agreement and will continue until terminated as provided for in this Agreement. ISD may terminate this license at any time if you are in breach of any of its terms and conditions. Upon termination, you will immediately return to ISD or destroy the Software Product and all copies thereof.
- 8. **U.S. Government Restricted Rights**: The Software Product is provided with "RESTRICTED RIGHTS". Use, duplication or disclosure by the Government is subject to restrictions set forth below. For civilian agencies: This was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with subparagraphs (a) through (c) of the Commercial Computer Software Restricted Rights clause at 52.227-19 of the Federal Acquisition Regulations ("FAR") and its successors, and is unpublished and all rights are reserved under the copyright laws of the United States. For units of the Department of Defense ("DoD"): This is "commercial computer software" as defined at DFARS 252.227-7014 Use of the Software Product by the Government constitutes acknowledgment of ISD's rights in them.
- 9. Governing Law: This Agreement shall for all purposes be construed and enforced under and in accordance with the Laws of the Country in which the Software Product was purchased. The parties agree that any legal action or proceeding relating to this Agreement shall be instituted in the Courts of the Country in which the Software Product was purchased. The parties agree to submit to the jurisdiction of, and agree that venue is proper in these courts in any such legal action or proceeding. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.
- 10. **Export Control**: The Software, including any technical data related to the software ("Technical Data") are subject to the export control laws and regulations of the United States. Diversion contrary to U.S. law is prohibited. To the extent prohibited by United States or other applicable laws, this ISD Software Product and any software products obtained from ISD, its subsidiaries or distributors; Technical Data; and any derivatives of either, shall not be exported or re-exported, directly or indirectly (including via remote access) under the following circumstances:
 - a. To Cuba, Iran, North Korea, the Crimean region of Ukraine, or Syria, or any national of these countries or territories.
 - b. To any person or entity listed on any United States government denial list, including, but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists; the United States Department of Treasury Specially Designated Nationals List; and the United States Department of State Debarred List (https://build.export.gov/main/ecr/eg main 023148).
 - c. To any entity when Licensee knows, or has reason to know, the end use of the Software Product or software products obtained from ISD, its subsidiaries, or its distributors is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other un-safeguarded or sensitive nuclear uses.



THE WORLD OF CAD AND PDM SOLUTIONS

d. To any entity when Licensee knows, or has reason to know, that an illegal reshipment will take place.

Any questions regarding export or re-export of this ISD Software Product or software products obtained from ISD, its subsidiaries or distributors should be addressed to ISD Software und Systeme GmbH, Export Compliance Department, Hauert 4, 44227 Dortmund, Germany.

Licensee shall hold harmless and indemnify ISD for any causes of actions, claims, costs, expenses, and/or damages resulting to ISD from a breach by Licensee or any user of the export restrictions set forth in this Agreement.