

# End-User License Agreement ("Agreement")

This Agreement sets out Cadonix' and Customer's rights and obligations in relation to the Software. Please read this document prior to accessing the Software. By accessing the Software you hereby acknowledge that you have read and understood this document and that you accept the terms and conditions herein.

## DEFINITIONS

"**Beta Code**" means code for experimental testing and evaluation.

"**Cadonix**" means Cadonix Ltd, a company registered in England and Wales under company number 08032343, having a registered office located at John Eccles House, Robert Robinson Avenue, Oxford Science Park, Oxford, Oxfordshire OX4 4GP, United Kingdom and its affiliates, agents and representatives (if any).

"**Customer**" means the entity identified in the applicable Order(s).

"**Documentation**" means any online or print medium issued by Cadonix from time to time detailing the specification of the Software, user instructions and system requirements, for example.

"**Evaluation Licence**" means a "demonstration", "evaluation", "trial," "not for resale" or "NFR" version of the Software.

"**Intellectual Property Rights**" means all intellectual property rights in any country including patents, trade marks, registered designs, design right, utility models, copyright, database rights, confidential information, trade secrets, rights of passing off and any other intellectual property right in force in any country from time to time.

"**Library Parts**" means any CAD images and models provided to the Customer by Cadonix as part of a Software Licence and any additional CAD images and modules purchased by the Customer independent of the Software Licence.

"**Order(s)**" means an order placed for a Software licence by a Customer and accepted by Cadonix and the documentation issued by Cadonix confirming such order which may be an invoice, confirmation email or order form, for example.

"**Safety Critical Applications**" means Customer applications where the failure or inaccuracy of Customer products might result in death or personal injury.

"**Software**" means the software identified in the applicable Order(s) including Library Parts.

"**Supported Operating System**" means all Google Chrome and full HTML 5 compliant web browsers

"**Term**" means the duration specified in the applicable Order(s).

"**Territory**" means the country or countries specified in the applicable Order(s).

"**Warranty Period**" means ninety (90) days from the date a Customer receives access to the Software if hosted on Cadonix's servers or from the date that the Customer receives the Software if hosted on the Customer's servers.

## 1. ORDERS, FEES AND PAYMENT.

- 1.1. To the extent Customer (or if agreed by Cadonix, Customer's appointed third party buying agent) places and Cadonix accepts Order(s) for Software, each Order will constitute a separate contract between Customer and Cadonix, which shall be governed solely and exclusively by the terms and conditions of this Agreement, any applicable addenda and the applicable Order. Any additional or conflicting terms and conditions appearing on an Order will not be effective unless agreed in writing by an authorized representative of Customer and Cadonix. If either party does not agree to such additional or conflicting terms and conditions, Cadonix shall revoke access to the Software that are subject to this Agreement.
- 1.2. Amounts invoiced will be paid, in the currency specified on the applicable invoice, within 30 days from the date of such invoice. Cadonix shall render all invoices as soon as is practicable following acceptance of any Order placed by Customer. Any past due invoices will be subject to the imposition of interest charges in the amount of one and one-half percent per month above the Bank of England base rate. Prices do not include freight, insurance, customs duties, taxes or other similar charges, which Cadonix will state separately in the applicable invoice(s). Unless timely provided with a valid certificate of exemption or other evidence that items are not taxable, Cadonix and/or any Cadonix authorized reseller, distributor or agent will invoice Customer for all applicable taxes including, but not limited to, VAT, GST, sales tax and service tax. Customer will make all payments free and clear of, and without reduction for, any withholding or other taxes; any such taxes imposed on payments by

Customer hereunder will be Customer's sole responsibility. If Customer appoints a third party to place purchase orders and/or make payments on Customer's behalf, Customer shall be liable for payment under Orders placed by such third party in the event of default.

## **2. GRANT OF LICENSE.**

- 2.1. Subject to and conditioned on Customer's continuous compliance with this Agreement and payment of the applicable fees as specified in the applicable Order(s) and invoice, Cadonix grants Customer a non-exclusive, non-sublicensable, non-transferable, license to use the Software and the Documentation in the Territory on the terms of this Agreement for the Term unless terminated earlier in accordance with this Agreement.
- 2.2. The Customer may:
  - 2.2.1. Access and use the Software in accordance with the terms of this Agreement, any applicable addenda and the applicable Order(s);
  - 2.2.2. Allow access to the Software by the number of concurrent users specified in the applicable Order;
  - 2.2.3. Use any Documentation in support of the use permitted in accordance with this clause 2.2 and make such copies of the Documentation as is necessary to facilitate use of the Software
- 2.3. Cadonix may upgrade the Software from time to time and any such upgrades shall form part of the license granted in clause 2.1.
- 2.4. For avoidance of doubt, the Customer will not receive access to the Software source code, except as permitted in accordance with clause 5.

## **3. RESTRICTIONS ON USE**

- 3.1. Except as expressly set out in this Agreement or as permitted by any local law, the Customer undertakes:
  - 3.1.1. Only to access the Software using the login details provided by Cadonix for accessing the Software on the Cadonix online server;
  - 3.1.2. Not to attempt to copy or reverse engineer the Software or to create derivative works based on the whole or part of the Software;
  - 3.1.3. Not to attempt to access or modify the source code of the Software;
  - 3.1.4. To copy the Documentation only as permitted in this Agreement;
  - 3.1.5. To inform all users of the Software that its use is subject to this Agreement and that all rights in the Software are retained by Cadonix;
  - 3.1.6. Not to disclose the login details for the Software to any individual that is not an employee or bona fide contractor of Customer; and
  - 3.1.7. To comply with all applicable technology control or export laws and regulations.
- 3.2. The Customer shall use the Software and Library Parts for its own internal purposes only and shall not grant access to the Software or the Library Parts with any third party.

## **4. INTELLECTUAL PROPERTY RIGHTS**

- 4.1. The Customer acknowledges that all Intellectual Property Rights in the Software and Documentation throughout the World are the exclusive property of Cadonix and that any rights in relation to the Software and Documentation are licensed to Customer (not sold) in accordance with this Agreement. The Customer further acknowledges that it has no Intellectual Property Rights in or to the Software or Documentation other than the right to use the Software and Documentation in accordance with this Agreement.
- 4.2. The Customer acknowledges that it has no right to use the Software in source code form other than as expressly set out in clause 5.

## **5. BETA CODE & EVALUATION VERSIONS.**

- 5.1. Portions or all of certain Software may contain Beta Code, which may not be used without Cadonix' explicit authorization. Upon Cadonix' authorization, Cadonix grants to Customer a temporary, non-transferable, non-exclusive license for experimental use to test and evaluate the Beta Code without charge for a limited period of time specified by Cadonix. This grant and Customer's use of the Beta Code shall not be construed as marketing or offering to sell a license to the Beta Code, which Cadonix may choose not to release commercially in any form.
- 5.2. If Cadonix authorizes Customer to use the Beta Code, Customer agrees to evaluate and test the Beta Code under normal conditions as directed by Cadonix. Customer will contact Cadonix periodically during Customer's use of the Beta Code to discuss any malfunctions or suggested improvements. Upon completion of Customer's evaluation and testing, Customer will send to Cadonix a written evaluation of the Beta Code, including its strengths, weaknesses and recommended improvements.
- 5.3. Customer agrees to maintain Beta Code in confidence and shall restrict access to the Beta Code, including the methods and concepts utilized therein, solely to those employees and Customer location(s) authorized by Cadonix to perform beta testing. Customer agrees that any written evaluations and all inventions, product improvements, modifications or developments that Cadonix conceived or made during or subsequent to this Agreement, including those based partly or wholly on Customer's feedback, will

be the exclusive property of Cadonix. Cadonix will have exclusive rights, title and interest in all such property. The provisions of this Subsection 3.3 shall survive termination of this Agreement.

- 5.4 Customer agrees to restrict any and all use of the Beta Code and the Software containing such Beta Code to internal, non-commercial, and non-production purposes. THE BETA VERSION SOFTWARE IS PROVIDED "AS-IS" AND ACCESS TO AND USE OF ANY FILES CREATED WITH SUCH BETA VERSION SOFTWARE IS ENTIRELY AT CUSTOMER'S OWN RISK.
- 5.5 Evaluation/Demonstration/Trial. If Cadonix identifies the license as Evaluation License, Customer will receive a single user licence for one (1) user at a time to access the Software. The Customer shall ensure that only its personnel are permitted to access the Software solely for evaluation purposes at the location identified by Customer at the time of requesting an Evaluation License. An Evaluation License is for a fixed term of twenty (20) days from the date of requesting an Evaluation License or as otherwise authorized in writing by Cadonix (which authorization Cadonix may provide or may not provide for any reason or for no reason).
6. **SUPPORT AND TRAINING SERVICES.** To the extent Customer purchases support and training services, Cadonix will provide technical support for the Software, in accordance with Cadonix' then current terms and conditions.
7. **AUTOMATIC UPDATES.** Cadonix shall update the Software as and when necessary to incorporate any improvements or additions to the Software. Such updates shall be made automatically available to the Customer when the Software is accessed on the Cadonix online server.
8. **LIMITED WARRANTY.**
- 8.1. Cadonix warrants that during the Warranty Period, the Software will substantially conform to the functional specifications set forth in the Documentation when used on a Supported Operating System. Cadonix does not warrant that Software will meet Customer's requirements or that operation of Software will be uninterrupted or error free. Customer must notify Cadonix in writing of any non-conformity within the Warranty Period. For the avoidance of doubt, this warranty applies only from the date of acceptance of an Order and does not renew or reset, for example, with the delivery of (a) Software updates or (b) additional login details for further concurrent users.. CADONIX' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE REFUND OF THE FEES PAID BY CUSTOMER TO CADONIX IN THE PRECEDING TWELVE (12) MONTH PERIOD. CADONIX MAKES NO WARRANTIES WITH RESPECT TO: (A) SERVICES; (B) PRODUCTS PROVIDED AT NO CHARGE; OR (C) BETA CODE OR EVALUATION LICENSES; ALL OF WHICH ARE PROVIDED "AS IS."
- 8.2. THE WARRANTIES SET FORTH IN THIS SECTION 8.2 ARE EXCLUSIVE. NEITHER CADONIX NOR ITS LICENSORS MAKE ANY OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO SOFTWARE PROVIDED UNDER THIS AGREEMENT. CADONIX AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.
- 8.3. CADONIX PROVIDES NO WARRANTY IN RELATION TO THE ACCURACY OF ANY LIBRARY PARTS OR THAT SUCH LIBRARY PARTS WILL BE FREE FROM ERRORS. CUSTOMER ASSUMES THE RISK OF USING ANY LIBRARY PARTS AND SHALL VERIFY THE ACCURACY OF THE SAME AND SUITABILITY FOR CUSTOMER'S PURPOSES.
9. **LIMITATION OF LIABILITY.** EXCEPT WHERE THIS EXCLUSION OR RESTRICTION OF LIABILITY WOULD BE VOID OR INEFFECTIVE UNDER APPLICABLE LAW, IN NO EVENT SHALL CADONIX OR ITS LICENSORS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF CADONIX OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CADONIX' OR ITS LICENSORS' LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT RECEIVED FROM CUSTOMER IN THE PERIOD TWELVE (12) MONTHS PRIOR TO ISSUANCE OF ANY CLAIM BY CUSTOMER. IN THE CASE WHERE NO AMOUNT WAS PAID, CADONIX AND ITS LICENSORS SHALL HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER. CADONIX SHALL HAVE NO LIABILITY IN RELATION TO CUSTOMER'S USE OF LIBRARY PARTS. THE PROVISIONS OF THIS CLAUSE 9 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
10. **CUSTOMER PRODUCTS.** THE CUSTOMER ASSUMES AND ACCEPTS RESPONSIBILITY FOR THE CUSTOMER PRODUCTS, AND CADONIX SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM OR IN CONNECTION WITH THE USE OF THE CUSTOMER PRODUCTS. NOTHING IN THIS CLAUSE 10 SHALL AFFECT CADONIX'S WARRANTIES IN RELATION TO THE OPERATION OF THE SOFTWARE PROVIDED UNDER CLAUSE 8 ABOVE
11. **INDEMNIFICATION.** CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS CADONIX FROM ANY CLAIMS, LOSS, COST, DAMAGE, EXPENSE OR LIABILITY, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR IN CONNECTION WITH DAMAGES CAUSED BY CUSTOMER'S NEGLIGENCE RELATED TO THE CUSTOMER PRODUCTS. THE PROVISIONS OF THIS CLAUSE 11 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
12. **TERMINATION AND EFFECT OF TERMINATION.** All Software license granted in accordance with clause 2 will automatically terminate at the end of the Term.
- 12.1. Cadonix may terminate this Agreement and/or any license granted in accordance with section 2 immediately upon written notice if

Customer: (a) exceeds the scope of the license or otherwise fails to comply with the licensing or confidentiality provisions of this Agreement, or (b) becomes insolvent, files a bankruptcy petition, institutes proceedings for liquidation or winding up or enters into an agreement to assign its assets for the benefit of creditors. For any other material breach of any provision of this Agreement, Cadonix may terminate this Agreement and/or any license granted under this Agreement upon 30 days written notice if Customer fails to cure the breach within the 30 day notice period. Termination of this Agreement or any license granted hereunder will not affect Customer's obligation to pay for Software licenses granted prior to the termination, which amounts shall be payable immediately upon the date of termination.

- 12.2. Upon termination of this Agreement, the rights and obligations of the parties shall cease except as expressly set forth in this Agreement. Upon termination, Customer shall ensure that all use of the Software ceases, and shall destroy all Documentation in Customer's possession, and shall the same certify in writing to Cadonix within ten (10) business days of the termination date.
13. **LOCAL LAW REQUIREMENTS.** Access and use of the Software may be subject to local laws depending on the Customer's physical location. The Customer agrees that it shall investigate such local laws and its requirements thereunder prior to accessing the Software. Cadonix shall have no liability to Customer in relation to any breach of local laws by Customer or any loss or damage incurred by Customer as a result of breach of local laws.
14. **THIRD PARTY BENEFICIARY.** Caresoft Global Inc, its affiliated, and other licensors may be third party beneficiaries of this Agreement with the right to enforce the obligations set forth herein. Except as specified in this clause 14, no other third party rights are granted by this Agreement.
15. **REVIEW OF LICENSE USAGE.** Customer will monitor the access to and use of Software. With prior written notice and during Customer's normal business hours, Cadonix may review Customer's software monitoring system and records to confirm Customer's compliance with the terms of this Agreement. Such review may include report log files that Customer shall capture and provide at Cadonix' request, IP addresses that access the Software, and uses from time zones. Customer shall make records available in electronic format and shall fully cooperate with data gathering to support the license review. Cadonix shall bear the expense of any such review unless a material non-compliance is revealed. Cadonix shall treat as confidential information all information gained as a result of any request or review and shall only use or disclose such information as required by law or to enforce its rights under this Agreement. If the audit determines that Customer's use of the Software exceeded the then in effect licensing rights, Customer shall pay to Cadonix pro-rated amounts due for such excess use of the Software at the most recent per unit price paid by Customer. The provisions of this Section 15 shall survive the termination of this Agreement.
16. **CONTROLLING LAW, JURISDICTION AND DISPUTE RESOLUTION.** Any dispute under this Agreement, excluding conflict of laws rules, shall be governed by and construed under the laws of England and Wales and shall be submitted to the non-exclusive jurisdiction of the courts of England and Wales. The provisions of this clause 16 shall survive the termination of this Agreement.
17. **SEVERABILITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, unenforceable or illegal, such provision shall be severed from this Agreement and the remaining provisions will remain in full force and effect.
18. **ENTIRE AGREEMENT AND AMENDMENT.** Except for license agreements related to the subject matter of this license agreement which are physically signed by Customer and an authorized representative of Cadonix, this Agreement, any addendums and all applicable Order(s) contain the parties' entire understanding relating to the subject matter herein and supersede all prior or contemporaneous agreements, This Agreement may only be modified in writing by authorized representatives of the parties. Waiver of terms or excuse of breach must be in writing and shall not constitute subsequent consent, waiver or excuse.
19. **ASSIGNMENT PROVISIONS.** Cadonix may assign or otherwise transfer its rights and obligations under this Agreement to a third party without requiring consent from Customer. Customer is not permitted to assign or otherwise transfer its rights and obligations under this Agreement without Cadonix' prior written consent.

**BY ACCESSING THE SOFTWARE THE CUSTOMER HEREBY AGREES TO THER TERMS OF THIS AGREEMENT WHICH ARE LEGALLY BINDING. IF THE CUSTOMER DOES NOT AGREE WITH THE TERMS OF THIS AGREEMENT IT SHOULD NOT ACCESS THE SOFTWARE.**