

FlowCAD Software License Agreement (SLA)

CAREFULLY READ THE TERMS AND CONDITIONS (HEREINAFTER, "TERMS AND CONDITIONS") BELOW AND IN ANY APPLICABLE ADDENDUM BEFORE INSTALLING OR USING THE PROGRAMS OR DOCUMENTATION. YOUR RIGHT TO USE ANY PROGRAMS AND DOCUMENTATION IS CONDITIONED ON ACCEPTANCE OF, AND COMPLIANCE WITH, THESE TERMS AND CONDITIONS. INSTALLING OR USING THE PROGRAMS MEANS YOU HAVE ACCEPTED THE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS, RETURN THE PROGRAMS AND RELATED MATERIAL UNUSED TO YOUR VENDOR OR CEASE ANY AND ALL ATTEMPTS TO DOWNLOAD AND INSTALL THE PROGRAMS AND DELETE ANY MATERIAL DOWNLOADED.

1. Definitions

- 1.1. License Grant. During the term of this License Agreement ("Agreement"), FlowCAD Holding GmbH and any subsidiaries or affiliates of FlowCAD Holding GmbH ("FlowCAD", "we", "us", "our") grants to the licensee and its Affiliates ("you", "your") a non-exclusive, non-transferable, limited license to install, run, use, operate, and perform (collectively "use") the software ("Programs") and technical documentation provided with the Programs ("Documentation") as provided herein.
 - 1.2. Programs. You may license a named single user license ("NSL"), or a floating local site license ("LSL") version of the Programs under this Agreement. For a LSL license, your license rights are for site with one licensee's address set forth on our invoice or the purchase order we accept. A LSL grants the permission to use the software on a network on a single site, with an unlimited number of end users allows you to copy and use the software on multiple computers at one site.
 - 1.3. Object Code. The license granted herein applies only to the object code version of the Programs. Licensee shall have no rights whatsoever with respect to the source code for the Programs.
 - 1.4. Ownership. All right, title and interest in and to the licensed Programs and Documentation, including without limitation, copyrights and trade secrets, are, and shall at all times remain, the exclusive property of FlowCAD, and you shall have no right, therein, except the expressly limited license rights granted herein.
 - 1.5. Affiliates. For the purposes of this Agreement, Affiliate shall mean any corporation, partnership, or other entity that, directly or indirectly, owns, is owned by, or is under common ownership with, such party hereto, for so long as such ownership exists. For the purposes of the foregoing, "own," "owned," or "ownership" shall mean ownership of more than fifty percent (50%) of the stock or other equity interests entitled to vote for the election of directors or an equivalent governing body, You shall be responsible for any breach of undertakings in this Agreement by your Affiliates.
2. Non-transferable. You may not sell, license, sublicense, rent, or distribute any Program or Documentation, or make it available for use on a "time sharing" basis. You may transfer your rights hereunder only in accordance with Section 21.

3. Reservation of Rights. You acknowledge that all rights with respect to the licensed Programs, whether now or hereafter existing, which are not expressly granted to you are reserved to FlowCAD. You shall not modify or create any derivative, compilation, or collective work involving the Programs. You shall take appropriate action by instruction, agreement, or otherwise with any persons permitted access to the Programs, so as to enable you to satisfy all your obligations under the Terms and Conditions.
4. License Subject to Payment. The license granted herein is contingent upon your timely and complete payment of all amounts due and payable to us pursuant to the sales quotation, and incorporated herein by reference.
5. Use. (i) If you have licensed the NSL version of the Programs, they may be installed and operated on one or more individual physical computers, provided the Programs are only accessible to, and operated by, a single licensed user designated by us as the "Named User" for that license. You may replace the Named User for the license, on a temporary or permanent basis but no more than two (2) times a year, provided that only one licensed user is designated to us as the Named User at any given time. The NSL version of the Programs may not be accessed or used over a network. (ii) If you have licensed the LSL version of the Programs, they may be installed multiple times. You may have as many sessions of a Program in use at any given time as you have licensed concurrent users at one named geographical office location. Portions of the Programs may be installed on individual computers, as long as the individual installations are located at one site. You may not provide any access to the LSL version of the Programs by virtual private networks, worldwide area networks or any other physical protocol to users located outside the site unless you have contracted for wider use. (iii) You may make a backup copy of the Programs and Documentation as reasonably necessary to support the use of the Programs in accordance with this Agreement.
6. No Reverse Engineering. You shall not decompile, reverse engineer, disassemble, isolate, separate, or otherwise attempt to derive source code from any Program(s) or Documentation, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. All copies of Programs and Documentation shall contain all copyright and proprietary notices as in the original. You shall not remove, obscure, or alter copyright notices, trademark notices, or other proprietary rights notices affixed to or contained within the licensed Programs or Documentation.
7. Trial Licenses. If you have been granted a license to a trial version of any Program, i.e., to test the Program without any payment obligation, you may not use the Program for any commercial or production use, i.e., you may use the Program only to test the functionality of the Program. Trial licenses shall be for the license type we specify and shall last for the length of time specified by us, in our sole discretion, and may be cancelled at any time by us, in our sole discretion. Support shall be provided only for the length of time that the trial license is in effect, and there shall be no other maintenance services provided in connection with any trial licenses. We shall have no warranty obligations for trial licenses. With respect to trial licenses, this paragraph shall prevail over any conflicting provisions in this Agreement.
8. Protection and Confidentiality of Our Information. You acknowledge that the Programs contain trade secrets and other valuable and confidential information of ours and of licensors of information or materials to us, and you shall not act, or fail to act, in any way or manner to intentionally or negligently harm our or our licensors'

rights in our or their respective intellectual property in the Programs and Documentation. We warrant that we have the right to make the disclosure of the Confidential Information contemplated by this Agreement. The Programs, together with any other information learned in connection therewith that are disclosed by us and marked or otherwise designated as “confidential” or “proprietary” or are clearly by its nature confidential and should reasonably be considered confidential under the circumstances, are “Confidential Information”. You shall disclose Confidential Information of ours and our licensors only on a need-to-know basis to your employees; you may not disclose any Confidential Information of ours and our licensors to a third party; and you shall use all reasonable care to keep the Confidential Information of ours and our licensors confidential consistent with the grant of your licensed rights. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no fault of you; or (b) was in your lawful possession without obligation of confidentiality prior to receipt from us; or (c) is provided to you without confidentiality obligation from a source independent of us in lawful possession and authorized to disclose it without confidentiality obligation; or (d) is independently developed by you without use of or access to Confidential Information. The foregoing prohibitions on disclosure of Confidential Information shall not apply to the extent certain Confidential Information is required to be disclosed as a matter of law or by court order or other legal process, provided that you use reasonable efforts to provide us with prior notice of such obligation to disclose and reasonably assist us in obtaining a protective order or in otherwise limiting such disclosure.

9. License Term. Unless terminated earlier according to the Terms and Conditions, this Agreement shall continue annually, for a term, or perpetually, as identified in the purchase order accepted by us or our invoice. Term licenses will end after their term, unless the then-current term license fee has been previously remitted to us. You shall have the right to use Programs licensed under a perpetual license indefinitely, subject to the termination as well as maintenance and support provisions of this Agreement.
10. Delivery. Upon execution of this Agreement and acceptance of an order by you, we will deliver the Programs and Documentation to you in electronic format.
11. Maintenance and Support. Software maintenance service will terminate upon expiration of the initial software maintenance service term of twelve (12) months, which is mandatory with the purchase of each license. Maintenance includes: (a) support by telephone, telefax, or electronic mail regarding the installation and/or use of the licensed Programs and their interaction with hardware, operating environments, and other software products except as set forth below, including the provision of installation materials; (b) subsequent releases of the Programs free of charge; and (c) reasonable commercial efforts to provide (i) workarounds within a reasonable time for any material programming errors in the current release of the Programs which are directly attributable to us, and (ii) correction of such errors in the next available release, provided you provide us with sufficient information to identify such errors. Maintenance services may be renewed, at the then-current price, as long as we offer such services. Maintenance services are limited to the latest released versions of the Programs and do not include pre-releases such as alphas or betas. We will also maintain the last prior version of the Programs until the earlier of six (6) months from the release of each new version, or termination of this Agreement. For this purpose, separate versions are defined by a change in a digit in the commercial version number. Maintenance services do not include installation and maintenance of your

operating system, operating system configuration and hardware support, cluster operating system installation, and cluster configuration and hardware support. Maintenance does not include the interaction of the Programs with software products in instances where our contractual obligations may prohibit us from supporting that interaction.

12. We warrant that for thirty (30) days after delivery ("Warranty Period"), that the Programs will substantially conform to its Documentation. During the Warranty Period, as your exclusive remedy and our entire liability for breach of the warranty herein, we will either (i) correct the non-conformance or replace the Programs through maintenance services, or (ii) if we are unable to remedy the non-conformance after three (3) attempts, then you may elect to terminate this Agreement and we shall refund the fees paid by you.
13. EXCEPT AS EXPRESSLY PROVIDED ABOVE, AND EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW, THE PROGRAMS AND DOCUMENTATION ARE PROVIDED "AS IS AND WITH ALL FAULTS"; AND WE AND OUR LICENSORS AND RESELLERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, , AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE OR OUR RESELLERS HAVE BEEN INFORMED OF SUCH A PURPOSE) AND WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
14. Limitation Of Liability. EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW IN NO EVENT SHALL WE OR OUR LICENSORS OR RESELLERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTES, OR INTERRUPTION OF BUSINESS, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR BREACHES OF CONFIDENTIALITY, LICENSE GRANT AND PAYMENT, IN ANY EVENT, EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW EACH PARTY'S CUMULATIVE LIABILITY RESULTING FROM PERFORMANCE OR BREACH OF THIS AGREEMENT OR THE PROGRAMS OR MAINTENANCE SERVICES FURNISHED HEREUNDER, SHALL NOT IN TOTAL EXCEED THE AGGREGATE AMOUNT PAID TO US FOR THE PROGRAMS OR MAINTENANCE SERVICES THAT ARE THE SUBJECT OF SUCH CLAIM. The remedies against us and our licensors, distributors, and resellers expressly provided herein are exclusive and are in lieu of any other remedies at law or in equity. The fees and limitations of liability and remedies for the license to the Programs reflect the allocation of risk between the parties. This section is an essential element of the basis of the bargain between the parties.
15. Indemnification. (a) We agree to indemnify, defend, and hold harmless you, your parents, subsidiaries, affiliates, and successors, and each of your and their officers, directors, employees and representatives, against and from any and all actions, claims, demands, costs, liabilities, losses and expenses, (collectively, "Losses") in connection with any legal action brought against you to the extent that it is based on a claim or allegation that any licensed Programs infringe a third party's intellectual property rights. (b) Limitation. We shall have no liability or obligation to you hereunder for any infringement based upon (i) the combination of any of the licensed Programs

with any other software, hardware or other products not provided by us if such infringement would not have arisen but for such combination, (ii) the use of other than a current, unaltered version of the licensed Programs, provided that such current version was provided to you in a reasonable time to allow you to begin use of that version prior to such claim being raised, (iii) any use of a licensed Program outside of the scope of its Documentation, or (iv) modifications, improvements and derivative works of the licensed Programs created by or on behalf of you. (c) Cooperation. In connection with any claim or action described in this Section, the party seeking indemnification (i) will give the indemnifying party prompt written notice of the claim, (ii) will cooperate with the indemnifying party (at the indemnifying party's expense) in connection with the defense and settlement of the claim, and (iii) will permit the indemnifying party to control the defense and settlement of the claim, provided that the indemnifying party may not settle the claim without the indemnified party's prior written consent (which will not be unreasonably withheld). Further, the indemnified party (at its cost) may participate in the defense and settlement of the claim.

16. Third Parties. You shall notify us of third parties (and give their respective names, addresses, and contact information) that have access to or use the licensed Programs on your behalf. This provision shall not limit your other obligations hereunder.
17. Prevailing Party. If any legal action or other proceeding is brought for any breach of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in bringing such action or proceeding, in addition to any other relief to which such party may be entitled.
18. Taxes. If applicable law imposes a duty, tax, levy or fee, excluding those based on our net income, on the payments under this Agreement, then you agree to pay that amount, as specified by us, or supply exemption documentation. You shall withhold taxes only as required under applicable law on payments made to us hereunder and shall be required to remit to us only the net proceeds thereof. You agree to remit in a timely manner the taxes withheld to the appropriate government authority. Furthermore, you shall furnish us with documentation, upon request, evidencing such withholding taxes paid under this Agreement. To the extent that there is an applicable treaty that provides for a reduction or exemption of such taxes, you shall reasonably cooperate with us in seeking such waiver or reduction.
19. Termination. We may terminate this Agreement by written notice to you if you breach any of the Terms and Conditions and have not cured such breach within sixty (60) days (within fifteen (15) days if the breach is for non-payment) thereafter. You may terminate this Agreement at any time for any reason, but you shall not be entitled to any refund.
 - 19.1. Notwithstanding the above, in the event you terminate this Agreement due to breach by us that if curable, is not cured within thirty (30) days, then we will return any unused balance of the maintenance services to you.
20. Effect of Termination. Immediately upon termination of this Agreement for any reason, (a) your rights shall cease and all rights granted herein shall automatically revert to us; (b) you shall stop using the Programs and Documentation; (c) you shall erase all copies of licensed Programs and Documentation from your computers and deliver to us all tangible copies of the Programs and Documentation; (d) you shall pay all amounts due us, except to the extent set forth in Section 19.1 above; and (e) you shall take such acts and execute all documents we reasonably request to register or effect the termination. Within thirty (30) business days of the termination, you shall

provide us with a written declaration signed under penalty of perjury by you attesting to compliance with the provisions of subsections (b), and (c) above. Expiration or termination of this Agreement shall not relieve a party of obligations accrued before such event.

21. Assignment and Transfer. We may freely assign this Agreement. Unless you provide us with the identity and contact information of any prospective assignee or transferee of your rights and obligations hereunder and such transferee or assignee is acceptable to us, you may not assign or otherwise transfer this Agreement and its rights and obligations, in whole or in part, by operation of law or otherwise. In the case of any permitted assignment or transfer of your rights and obligations under this Agreement, this Agreement or the relevant provisions shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the parties hereto. We may charge you an administrative fee for any permitted assignment.
22. Miscellaneous. You shall not grant any ownership right or security interest in the Programs to any person. You shall comply with all laws applicable to you in the jurisdiction in which you use the Programs. A breach of any provision of this Agreement may only be waived in writing and the waiver of such breach shall not operate or be construed as a waiver of any subsequent breach. If any of the Terms and Conditions should, for any reason, be held invalid or unenforceable in any respect, the remainder of this Agreement shall be enforced to the full extent permitted by law. A court of competent jurisdiction is hereby empowered to modify the invalid or unenforceable provision to make it valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of Germany, without regard to its conflicts of laws principles. The parties agree that neither the U.N. Convention on Contracts for the International Sale of Goods nor the provisions of the Uniform Computer Information Transaction Act (“UCITA”) as adopted or as may be adopted by any state shall apply or govern this Agreement or the relationship of the parties hereto. To the extent UCITA may be deemed applicable, the parties agree to opt out of its applicability pursuant to the opt out provisions contained therein. The parties consent to the exclusive personal jurisdiction of the courts in Germany if there is any dispute between them.
 - 22.1. Each party will take all appropriate measures to comply with all applicable export control regulations, including without limitation, obtaining necessary export or re-export licenses. To facilitate compliance with applicable export control regulations, if any of the Confidential Information provided by us is classified or listed as subject to export or re-export restrictions in the context of applicable export regulations, we shall immediately inform you in writing of such classification identification and if requested, will provide other relevant exportation information and documentation.
 - 22.2. Neither party shall be liable to the other party for delay in performing its obligations, or failure to perform any such obligations under this Agreement, if the delay or failure results from circumstances beyond the reasonable control of the party, including but not limited to, any acts of God, governmental act, fire, explosion, accident, war, armed conflict or civil commotion.
23. Entire Agreement. This Agreement and the applicable Addenda hereto (if relevant) contain the entire understanding of the parties with respect to the subject matter, and supersedes all prior, contemporaneous, and subsequent proposals, agreements, representations, and understandings. This Agreement may not be changed except as

provided herein in a writing signed by you and us. No purchase order or any other standardized business form issued by you, and even if such purchase order or other standardized business form provides that it takes precedence over any other agreement between the parties, shall be effective to contradict, modify, add to or delete from the terms of this Agreement in any manner whatsoever, except that, if you are a governmental user in a jurisdiction where contractors are legally required to comply with applicable laws in order to sell a software license to that user's governmental unit or entity, then we shall comply with such laws, provided that we are informed in writing of any such requirements in advance, provided that such requirements do not conflict with any other laws applicable to our business operations, and provided further that this provision may not be used to change the nature, scope, or duration of the rights you receive in the Programs, our maintenance obligations, or the financial terms of sale. Any acknowledgment, in any form, of any such purchase order or standardized business form is not recognized as a subsequent writing and will not act as acceptance of such terms.

FlowCAD Holding GmbH
Title: _____
Name: _____
Date: _____
Signature: _____

Company: _____
Title: _____
Name: _____
Date: _____
Signature: _____