

# MASTER AGREEMENT

**NO IRONCAD CUSTOMER MAY ACCESS OR USE AN IRONCAD SOLUTION UNLESS THE CUSTOMER HAS UNCONDITIONALLY ACCEPTED THIS AGREEMENT. A CUSTOMER'S DOWNLOADING, INSTALLING, EXECUTING, OPENING, LOADING OR OTHERWISE ACCESSING, ACCEPTING OR USING AN IRONCAD SOLUTION CONSTITUTES THE END USER'S UNCONDITIONAL ACCEPTANCE OF THIS AGREEMENT. IRONCAD, OR AN IRONCAD RESELLER, MAY REQUIRE THAT A CUSTOMER AFFIRMATIVELY (IN WRITING OR ELECTRONICALLY) ACCEPT THIS AGREEMENT. IF CUSTOMER DOES NOT ACCEPT THIS AGREEMENT, THEN CUSTOMER SHOULD NOT PROCEED WITH DOWNLOADING, INSTALLING, EXECUTING, OPENING, LOADING OR OTHERWISE ACCESSING, ACCEPTING OR USING THE IRONCAD SOLUTIONS.**

This Master Agreement constitutes an agreement (the "**Agreement**") between IronCAD, LLC, a Georgia limited liability company ("**IronCAD**") and any person or entity ("**Customer**") that acquires licenses to one or more of the following "**IronCAD Solutions**" (each as defined below): the Software, the Applications or a Service. This Agreement applies regardless of how Customer acquires licensed access to the IronCAD Solutions, whether through IronCAD, an IronCAD reseller ("**Reseller**") or, in the case of the Applications, the Apple App Store, the Google Play Store, or other App Stores (each, a "**Store**"). The "**Effective Date**" of this Agreement is the earliest of: (i) the date that Customer affirmatively in writing or electronically accepts this Agreement (for example, in connection with a purchase order, other ordering document or other communication); (ii) the date on which Customer is first granted access to an IronCAD Solution, whether through internet download of the Software or Application, installation of the Software via a disk, accessing the Software on a software-as-a-service ("**SaaS**") basis or otherwise; or (iii) the date on which Customer first downloads, accesses or uses an IronCAD Solution.

## Background

- A. IronCAD and its licensors have developed and owns proprietary software that enables its customers to perform certain functionalities, including but not limited to, computer aided design, visualization, simulation, configuration, or document management activities through various methods (the "**Software**").
- B. IronCAD has developed and owns proprietary applications that enable IronCAD's customers to operate the Software on a mobile computing device (the "**Applications**").
- C. IronCAD may offer certain support services and other services to its customers (the "**Services**").
- D. This Agreement consists of (i) the General Terms and Conditions, (ii) the attached Support Services Terms and Conditions, Application Terms; (iii) any written, electronic or online IronCAD documentation covering one or more of the IronCAD Solutions (the "**Documentation**"); (iv) any terms of any written or electronic purchase order, order confirmation, statements of work or other ordering document (collectively, "**Ordering Document**"), but only to the extent that such documents are not inconsistent with the General Terms and Conditions, the Application Terms, and the Support Terms, and (v) any provisions of IronCAD's website that purport to amend or supplement the terms of this Agreement.
- E. When used in this Agreement "**Party**" refers to either Customer or IronCAD and "**Parties**" refers to both IronCAD and Customer. References to "**Third Party**" mean any person or entity other than IronCAD or Customer.

## General Terms and Conditions

### 1. SOFTWARE LICENSE.

1.1 License to Software. Subject to the terms of this Agreement and any additional terms applicable to a specific type of license (described in Section 2), IronCAD grants Customer a limited, non-exclusive, non-transferable, non-assignable license to use the Software in object code form only and solely for Customer's internal, in-house business purposes. Customer's license

to the Software shall be subject to any additional restrictions identified in any Ordering Document. IronCAD issues licenses to only the two most recent version of the Software. When a Customer acquires a license to a newer version of the Software, that Customer's license to the older version is automatically void and Customer agrees to cease using any versions covered under prior licenses. The Software is licensed as a single product; its component parts may not be separated for use on more than one computer. A third party software supplier named in the proprietary notice(s) included with the Software has developed certain elements of the Software. IronCAD represents it has the necessary rights and licenses to provide such elements to Customer.

1.2 Limitations and Restrictions. As IronCAD's and its licensors' Intellectual Property (as defined below), the Software is licensed, not sold. Customer may not: (a) sublicense, reproduce, distribute, market, sell, transfer, or disclose the Software; (b) translate, modify, disassemble, or reverse engineer the Software or the Software Documentation; (c) create derivative works based on any portion of the Software or Software Documentation (provided that Customer may create add-ons using APIs supplied by IronCAD, without violation of this clause); (d) obtain possession of any source code or other technical material relating to the Software; (e) use any Software other than in accordance with this Agreement and the applicable Documentation; (f) use the Software after the expiration or termination of the license therefor; (g) use the Software (or any IronCAD Solution) for the benefit of a third party or for the operation of a service bureau or otherwise; (h) directly use the Software (or any IronCAD Solution) to generate revenue or otherwise commercially exploit the Software (or other IronCAD Solution) other than solely for internal business purposes as contemplated by the Documentation and this Agreement; (i) remove, alter, or obscure any Intellectual Property notice or proprietary legend contained on the media or included in the Software or Documentation, as provided by IronCAD or its licensors; or (j) install, access, or use versions of the Software previous to the most recent version after a point in time when IronCAD has directed Customer individually or its customers generally to update (subject to any authorization by IronCAD for Customer to use older versions of the Software). Customer shall not transfer the Software or any rights to the Software to any third party under any circumstances. If the Software has been licensed as an upgrade from or update to another IronCAD product or a previous version of the same IronCAD Solution, Customer shall not use the Software except in conjunction with or as replacement to such other IronCAD Solution or such previous version, and no right is granted to use the Software separate from any such other IronCAD Solution or such previous version unless such other IronCAD product or such previous version is destroyed. IronCAD reserves the right, in its sole discretion, to use a hardware lock device, software authorization key and/or similar access-limiting device designed to ensure that Customer's use of the Software is at all times consistent with the terms and conditions of this Agreement. Customer shall not take any steps to circumvent or defeat the purpose of any such measure and any use of the Software without compliance with any such lock device, authorization key or other device is strictly prohibited. Customer shall not use the Software, or any related content licensed under this Agreement to: (A) create obscene or defamatory work; (B) to in any way violate the trademark, trade name, copyright, right of privacy, publicity, or other intellectual property rights of any third party; or (C) any other violation of law.

1.3 Use of Content. All IntelliShape® models, image textures, and other images and catalog content embodied or incorporated in the Software are licensed for use solely in connection with Customer's internal use of the Software, and not for resale or re-distribution. Except as expressly permitted under this Agreement or specifically agreed to in writing by IronCAD, you shall not copy, distribute or sell any portion or component of the Software, including IntelliShape® models, image textures, images or catalog content, in any file format, as part of another software product, image, shape, 3D model library or product, or software product similar to the Software.

1.4 IronCAD Website. IronCAD's website may include additional terms and conditions applicable to the Software and the other IronCAD Solutions. Accordingly, because such website provisions may provide Customer with additional rights or benefits, Customer agrees to check IronCAD's website regularly for such terms and conditions. Any terms and conditions on IronCAD's website shall be deemed to be automatically incorporated by reference into this Agreement thirty (30) days after IronCAD posts such terms and conditions on its website.

1.5 Authorized Customers within Business Entity. If Customer is a business entity, authorized users of the Software (and other IronCAD Solutions) shall be Customer's employees, agents and Permitted Contractors of Customer. **"Permitted Contractors"** are independent contractors or consultants under written contract with Customer that (i) whose services to Customer involve the need to access and use Software (and other IronCAD Solutions) solely for the benefit of Customer; (ii) are not competitors of IronCAD; and (iii) have agreed in writing with Customer to limit their use of the Software (or other IronCAD

Solutions) to the services described in (i). Customer agrees to be fully responsible to IronCAD for all acts and omissions of all third parties, including Permitted Contractors, that access or use the Software (or other IronCAD Solution) licensed or provided to Customer.

## 2. LICENSE CATEGORIES.

2.1 Numeric Restrictions. Ordering Documents shall identify which of the following licensing structures shall be used to determine the number of installations or users Customer may have for an item of Software or Service. If an Ordering Document is silent on the appropriate license structure or if there is no Ordering Document, Customer shall be presumed to be licensing the Software or Service under a CPU or Hardware Specific License structure.

a) Concurrent Customer License. Each Concurrent Customer License authorizes Customer to issue multiple sets of Login Credentials for the use of the Software or Service, but only one (1) individual may utilize the Login Credentials at any one time. Customer shall not allow more individuals to use the Software or Service at any one time than the number of Concurrent Customer Licenses specified in the Ordering Documents. In the ordinary course of Customer's business Customer may terminate an individual's Login Credentials at any time and then utilize the associated Concurrent Customer License to generate new Login Credentials for another individual. Unless otherwise stated in the Ordering Document, Concurrent Customer Licenses may be subject to restrictions in terms of location/territory in which the Software can be used or machines on which the Software can be loaded. In a Concurrent Customer License that is restricted to a particular territory, if the concurrent license is through a network license manager, then the Software may only be used over a local area network (LAN).

b) CPU or Hardware Specific License. Each CPU License authorizes Customer to install one (1) copy of the Software on one (1) computer with one (1) central processing unit ("CPU"), regardless of the number of cores that CPU may have. If Customer wishes to utilize a CPU License in any environment designed to allow multiple independent utilizations of the Software (e.g., a virtualized environment), Customer must purchase one (1) CPU License for each independent utilization. Customer shall install the Software on computers utilizing no more than the total number of CPUs than the number of CPU Licenses specified in the Ordering Documents. In the ordinary course of Customer's business Customer may uninstall the Software from one computer and reinstall it on another computer; in so doing Customer shall have the right to temporarily operate both computers in parallel for a reasonable period of time solely to transfer data and ensure proper installation even if doing so would temporarily exceed the total number of CPU Licenses specified in the Ordering Documents.

c) Site License. Each Site License authorizes Customer to install an unlimited number of copies of the Software and issue multiple sets of Login Credentials for the use of the Software for an unlimited number of employees or Permitted Contractors, but only where such employees or Permitted Contractors are utilizing the Software in furtherance of Customer's internal business purposes and only where they are utilizing it within at the location commonly referred to by the address or area identified for the Site License in the Ordering Document.

d) Enterprise License. Each Enterprise License authorizes Customer to issue multiple sets of Login Credentials for the use of the Software for an unlimited number of employees or Permitted Contractors, but only where such employees or Permitted Contractors are utilizing the Software in furtherance of the internal business purposes of the single legal entity that comprises Customer. Unless otherwise stated in the Ordering Document, an Enterprise License does not grant the right to utilize the Software for the benefit of any other entity, including Customer's parent entities, subsidiaries, or affiliates. Enterprise Licenses are only available for organizations that are legally recognized within their respective governing jurisdictions and, even if granted as perpetual, shall automatically terminate upon expiration or termination of such legal recognition. Even if a broader assignment right is granted, Enterprise Licenses may not be assigned without the express written prior authorization of IronCAD, which may be granted or withheld at IronCAD's sole discretion.

2.2 Time Restrictions on Licenses. Each of the licenses granted under this Agreement shall be either Perpetual Licenses or Term Licenses, as set forth in the Ordering Document. If the Ordering Document does not specify for a particular license, that license shall be a Perpetual License.

a) Perpetual Licenses. Perpetual Licenses are licenses that have no definitive end date and shall continue until such time as Customer cease actively using the Software, or, if earlier, the date that this Agreement or Customer's license is terminated by IronCAD because Customer materially breached the terms of this Agreement. Any Ordering Document containing Perpetual Licenses shall survive any stated expiration (but not termination) but solely for the purpose of allowing Customer to continue utilizing the Perpetual License subject to the terms of this Agreement.

b) Term Licenses. Term Licenses are licenses that have a definite end date and all rights to such licenses shall end upon the expiration of the timeframe set forth in the Ordering Document for that Term License, subject to earlier termination of such license if Customer ceases actively using the Software or this Agreement or Customer's license is terminated by IronCAD because Customer materially breached the terms of this Agreement. Any Ordering Document containing Term Licenses shall survive any stated expiration (but not termination) but solely for the purpose of allowing Customer to continue utilizing the Term License through the end of the applicable license period subject to early termination as noted in the preceding sentence.

2.3 Territory Restrictions on Licenses. Each of the licenses in this Agreement may be further restricted for installation and use within a territory which may be a single country, group of countries or other geographic area, as set forth in the Ordering Document. Customer shall not install or use the Software or Service outside of the borders of the required geographical territory, except where such use is minor or incidental to its use within the permitted territory (e.g., use of the Software by an employee travelling outside of the permitted territory). For the sake of clarity, the existence or absence of a territorial restriction in the Ordering Document shall not relieve Customer of an obligation to comply with any import or export control restrictions imposed by IronCAD or any governmental entity.

2.4 Subscription Licenses. The licenses granted under this Agreement may be identified in the Ordering Documents as "**Subscription Licenses**". All Subscription Licenses shall be Term Licenses; no Perpetual License may ever be a Subscription License. Subscription Licenses include, in addition to the installation and use rights set forth in Section 2.1, the right for Customer to receive throughout the term of that license technical support Services for and upgrades to the Software in accordance with IronCAD's then-current support services terms, attached to this Agreement as Exhibit A.

2.5 Trial Licenses. IronCAD may provide Customer a temporary right to install and/or use the Software during a specified period (a "**Trial Period**"). During the Trial Period Customer may use the Software solely for the purpose of evaluating the suitability of the Software for Customer's internal business purposes but Customer may not use the Software for productive use (e.g., any activity which contributes to revenue generation). Unless otherwise agreed in a written document signed by IronCAD, any Trial Period shall be for thirty (30) days from the date the Software is first installed and Customer agrees that Customer shall uninstall any locally installed Software upon expiration of the Trial Period. Customer agree and accept that all Software provided to Customer during a Trial Period is provided on an "as is, where is" basis with all warranties of any kind disclaimed. IronCAD reserves the right, and trial users agree to allow IronCAD, to collect usage information when trial users are running IronCAD products using trial license.

2.6 Back-Up Licenses. If the Ordering Document allows Customer to locally install the Software, Customer may not make any copies of the Software or its contents other than a single uninstalled copy of the Software solely for back-up or archival purposes, unless agreed otherwise in writing by IronCAD.

2.7 Licenses for Software as a Service. If Customer's right to Use the Software does not include local installation or possession of the code for the Software and instead only includes SaaS access to the functionality of the Software as part of the Service, then Customer shall have a license to access the Software via the Internet using Login Information (as defined below) issued by IronCAD or its Reseller. A SaaS based license is deemed to be subject to the same restrictions as a standard Software license as set forth in Section 1, subject to any additional provisions in the Ordering Document and elsewhere in this Agreement.

### 3. **SPECIAL TERMS APPLICATION TO IRONCAD APPLICATIONS.**

3.1 Special License Terms for Applications. This Section 3.1 applies to Customers who are individuals and are licensing one or more IronCAD Applications. Subject to the terms of this Agreement, IronCAD grants Customer a limited, non-exclusive,

non-transferable, non-assignable license to install the Application on one mobile device (e.g., computer, smart phone, or tablet) and to use the Application on that one mobile device. Customer may not (i) install Applications on computer products designed to allow simultaneous access by multiple end users, such as servers or mainframes, or (ii) install Applications in a way to allow their utilization by anyone other than a human-computerized utilization of Applications is not allowed. Customer is responsible for ensuring that it has appropriate hardware, software, and connectivity to enable an Application to function in accordance with the Application's documentation. Customer is responsible for keeping the Application up to date, including downloading and installing any new versions that may become available after installation.

3.2 Application Terms Specific to Individuals Within Organization. If Customer is an individual user within an organization that has licensed the Software: (i) Customer is solely responsible for ensuring that Customer's use of the Application is in compliance with the rights granted by Customer's organization (if any) to the Customer; (ii) Customer shall strictly adhere to any restrictions on use of the Application or the Software that Customer's organization may place; and (iii) Customer agrees that it is solely responsible for ensuring that it has read and understands this Agreement in its entirety; and (iv) Customer agrees that Customer shall not utilize the Application in a way that would constitute a violation of this Agreement.

3.3 Acknowledgement. By using an Application, Customer is representing and warranting to IronCAD that the Application provides the functionality Customer wishes to use, either independently or through interaction with other elements of the IronCAD Solutions. Customer also acknowledges and agrees that if Customer downloaded or otherwise obtained the Application from a Store, the operator or owner of that Store (the "**Proprietor**") is neither a party to this license nor responsible for the Application in any way.

3.4 Login Information. Use of Applications may in the future require that Customer utilize unique identifiers ("**Login Information**") to access the IronCAD Technology. Customer shall be solely responsible for legally obtaining such Login Information from Customer's organization and Customer's organization shall have the right to terminate such Login Information at will and without notice. Customer will adhere to any updates on Login Information published on IronCAD's website in the future.

3.5 Term of Application License. Customer's license to an Application (the "**App License**") begins as of the Effective Date. The App License shall automatically terminate upon the earliest of (i) the expiration or termination of this Agreement, (ii) revocation of Customer's Login Information (iii) Customer erasing or uninstalling the Application, (iv) Customer selling or otherwise alienating the device upon which the Application is installed, (v) Customer assigning any of its assets to its creditors, or voluntarily or involuntarily petitioning for the protection of bankruptcy court, or (vi) Customer otherwise expresses its intent to no longer utilize an Application. IronCAD shall have no obligation to provide any data or information of any kind related to an Application to Customer following termination of the App License. For the sake of clarity, while termination of the App License shall not terminate this Agreement, as a whole, nothing herein shall prevent IronCAD for asserting that Customer's breach of the terms of the App License served as a basis for violation of this Agreement.

3.6 Other Provisions of Agreement. The provisions of Sections 1 and 2 shall apply to Applications except to the extent that they are inconsistent with the provisions of this Section 3, in which case the provisions of this Section 3 shall be given priority.

#### 4. **BUSINESS TERMS.**

4.1 Business Terms. Unless otherwise agreed in a document signed by IronCAD, the following business terms shall apply to the provision of any Software, Application or Service under this Agreement.

a) Fees. All amounts specified are net amounts to be received by IronCAD and are exclusive of, and Customer shall be responsible for and shall pay, any and all taxes, duties, and other charges associated with this Agreement, including, but not limited to, sales, use, and value added taxes, customs duties, tariffs, or other similar taxes, assessments, or excises, wire transfer fees for each party, withholding taxes, duties and charges imposed by federal, state or local governmental authorities of any country, however designated or levied (but excluding corporate income taxes of IronCAD), including government charges

assessed by any jurisdiction on telecommunication, information, and data processing services, whether payable directly by Customer or indirectly through IronCAD in compliance with applicable law; all of which shall be Customer's responsibility and are not subject to set-off, reduction, or deduction for any reason whatsoever, including any currency control restrictions, expenses, costs, taxes, duties, assessments, or liabilities incurred by Customer or imposed on IronCAD as a result of this Agreement. Without limiting the foregoing, Customer shall indemnify, defend, and hold harmless IronCAD from and against all claims, actions, judgments, liabilities, expenses, and costs (including penalties and interest levied) arising from or related to Customer's failure to comply with this Section. If Customer is prohibited by law from making payments hereunder free of such deductions or withholdings, Customer shall immediately notify IronCAD and pay IronCAD any additional sums necessary to compensate IronCAD for such deduction or withholding. Customer agree to provide IronCAD with official tax receipts and copies of all governmental filings relating to amounts withheld from payments to IronCAD mandated by applicable law.

b) Payment. All amounts are due thirty (30) days after the date such amounts are invoiced by IronCAD. All invoices not disputed within thirty (30) days of receipt shall be deemed accepted by Customer. IronCAD reserves the right to charge a service fee on past due amounts equal to 1½ % per month (18% per annum), or the maximum amount allowed by law, if less.

c) Shipping. All shipments of the Software shall be FOB point of origin by carrier or forwarding agent chosen by IronCAD and risk of loss and damage shall pass to Customer at such FOB point. IronCAD shall ship in accordance with its standard practices.

d) Support. If Customer has paid IronCAD for support services other than as provided in Section 2.5, then IronCAD shall provide to Customer throughout the term of that service technical support for and upgrades to the Software or Service in accordance with IronCAD's then-current support services terms, attached to this Agreement as Exhibit A. All support services are provided for a limited period, and if not specified elsewhere all support services shall begin upon the expiration of the warranty period (if any) and shall terminate one (1) year later. The termination of any support period shall not impact the license for the Software or Service covered thereunder.

## 5. PROPRIETARY RIGHTS; CONFIDENTIAL INFORMATION.

5.1 Ownership. The Software and the Applications are not in the public domain. IronCAD, its affiliates, and/or its licensors are the owners of all Intellectual Property rights in and to the Software and Applications, the corresponding Documentation, and the techniques and ideas embodied and expressed in the foregoing, including the structure, sequence, and organization of the Software and Applications (collectively, the "**Program Concepts**"). Customer acknowledge that, except for the limited license granted hereunder, Customer shall have no rights in or to the Software, the Applications, any associated Documentation, the Program Concepts or any copies thereof. Customer agrees to indemnify and hold harmless, including paying and costs or expenses, IronCAD, its affiliates, and its licensors for Customer's, or a Permitted Contractor's, violation of or infringement on any Intellectual Property rights attributable to IronCAD, its affiliates, or its licensors. As used in this Agreement, "**Intellectual Property**" includes patents, copyrights, trademarks and trade secrets rights and other similar proprietary rights anywhere in the world.

5.2 Confidential Information. Customer acknowledge and agree that the Software and Applications and all Documentation and other information related thereto or disclosed or delivered to Customer in relation to this Agreement ("**IronCAD's Information**") represent IronCAD's confidential and proprietary information. Customer agrees to keep IronCAD's Information confidential by exercising the necessary care required to prevent its disclosure to unauthorized persons and to prevent unauthorized persons from access the IronCAD Information in any manner. Notwithstanding the above, Customer will not disclose, divulge, distribute, publish, transmit, or transfer IronCAD's Information to any third party or use IronCAD's Information for any purpose whatsoever other than as expressly authorized by this Agreement. Customer's obligations with respect to IronCAD's Information deemed "trade secret" under applicable law shall remain in effect for as long as IronCAD's Information remains a trade secret. Customer's obligations with respect to IronCAD's Information that is not deemed to be a trade secret shall remain in effect for a period of three (3) years following the later of (i) Customer's receipt of IronCAD's Information, or (ii) the termination of this Agreement. Notwithstanding the forgoing, should the Ordering Document contain a

provision for the protection of proprietary rights and information, such provision shall control so long as it is at least as restrictive as this section.

## 6. WARRANTITES; LIMITATIONS OF LIABILITY.

6.1 Software Warranties. IronCAD warrants, for the thirty (30) day period commencing on the date of delivery of the Software or, if Customer has requested that IronCAD provide Customer with installation services, the date that IronCAD installs the Software for Customer, or if the Software is provided as part of a Service the first date that the Service is available for Customer's Use, that the Software, when properly installed, will perform in material compliance with the Documentation. In the event that Customer notifies IronCAD of a failure of the forgoing warranty within such thirty (30) days, as IronCAD's sole obligation and Customer's sole remedy under this warranty, IronCAD shall use commercially reasonable efforts to, at IronCAD's option, bring the Software into material compliance with the warranties in this Section or replace Customer's copy of the Software with a properly performing copy of the Software, or refund of any amounts paid based upon their license or service term. OTHER THAN AS SET FORTH IN THE FORGOING, THE SOFTWARE IS LICENSED ON AN "AS IS, WHERE IS" BASIS. OTHER THAN THE EXPRESS WARRANTIES IN THIS SECTION, WITH RESPECT TO THE SOFTWARE, IRONCAD DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE USE, ORIGINALITY, AND NON-INFRINGEMENT.

6.2 Application Warranties. ALL APPLICATIONS ARE PROVIDED ON AN "AS IS, WHERE IS" BASIS. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT ALL APPLICATIONS OPERATE IN ACCORDANCE WITH THEIR DOCUMENTATION AND CUSTOMER'S EXPECTATIONS. WITH RESPECT TO THE APPLICATIONS, IRONCAD DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE USE, ORIGINALITY, AND NON-INFRINGEMENT. Customer's sole remedy for any performance problem with an Application is to seek a refund for application fees from the Store where Customer licensed the Application. Customer acknowledges and agrees that no Proprietor makes any warranties about the Application and no Proprietor is responsible for the support or maintenance of any Application. Customer agrees not to assert against a Proprietor any claim (including without limitation a product liability claim) that the Application fails to conform to any applicable legal or regulatory requirement.

6.3 Service Warranties. IronCAD shall provide the support services and any other Services in a professional and workmanlike manner. Customer's sole remedy for any problems with regard to a Service is for IronCAD to re-perform the Service. OTHER THAN THE FOREGOING WARRANTY, ALL SERVICES ARE PROVIDED ON AN "AS IS, WHERE IS" BASIS. IRONCAD DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE SERVICES, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE USE, ORIGINALITY, AND NON-INFRINGEMENT.

6.4 Further Limitations. Without limiting the foregoing, Customer agrees that IronCAD and its officers, directors, agents, and employees and third party licensors, shall have no liability for errors or omissions in the output of the Software or an Application, such outputs including, without limitation, the quality or accuracy of any screen displays or reports, the operation of third party equipment controlled by the Software or Application, in the transmission and reception of such data, and in the processing of such data by the Software or Application. IronCAD does not represent or warrant that the Software or an Application will operate continuously or error free. The Software and Applications are not specifically designed, manufactured or intended for sale as parts, components or assemblies for or in connection with the planning, construction, maintenance, operation or use of any nuclear or facility or other industry subject to heightened level of legal scrutiny or regulation. Any person using the Software or Applications for these applications agrees that, except as otherwise provided herein, neither IronCAD nor its affiliates nor its licensors are liable, in whole or in part, for any claims or damages arising from such use, and Customer will indemnify, defend and hold IronCAD, its affiliates, and its licensors harmless from any claims for loss, cost, damage, expense or liability arising out of or in connection with the use and performance of the Software in such applications. Customer expressly accepts that the installation, establishment, and maintenance of proper safety controls and procedures and proper monitoring and operation of all software and hardware within Customer's control is Customer's

responsibility and not that of IronCAD, and Customer hereby disclaims any claims of liability of IronCAD to any damages that may result from such operation. Reliance upon the Software or Applications shall not be considered a basis for transferring any portion of such responsibility to IronCAD nor a basis for contributory or comparative liability.

6.5 Limitation on Liability. SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL IRONCAD OR ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) OR LOSS OF GOODWILL OR PROFIT IN CONNECTION WITH THE SUPPLY, USE OF ANY KIND, OR PERFORMANCE OF OR INABILITY TO USE THE SOFTWARE OR APPLICATIONS OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS AGREEMENT, EVEN IF IRONCAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. SUBJECT TO APPLICABLE LAW, THE MAXIMUM AGGREGATE AND CUMULATIVE LIABILITY OF IRONCAD FOR ANY AND ALL CLAIMS UNDER THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, SHALL BE THE LESSER OF THE SUM OF THE LICENSE FEES RECEIVED BY IRONCAD FOR LICENSING THE SOFTWARE TO YOU UNDER THIS MASTER AGREEMENT OVER THE TWELVE (12) MONTH PERIOD LEADING UP TO THE DATE THE CAUSE OF ACTION ACCRUED OR ONE THOUSAND DOLLARS (\$1,000). NO ACTION ARISING OUT OF THIS AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER OR ANY OTHER THIRD PARTY MORE THAN ONE (1) YEAR AFTER THE DATE THE CAUSE OF ACTION HAS ACCRUED.

6.6 Indemnification. Customer agrees to indemnify, defend, and hold harmless IronCAD and its respective officers, directors, employees, agents, successors, representatives, licensors and assigns from any suits, losses, claims, demands, liabilities, costs and expenses (including attorney or accounting fees) sustained, incurred, or arising from (i) Customer's breach of any provision of this Agreement, (ii) Customer's misuse of an IronCAD Solution or the Program Concepts, (iii) any act or omission of a Permitted Contractor that would be a breach of this Agreement by Customer, or (iv) any gross negligence or willful misconduct of Customer or of any Permitted Contractor.

6.7 Verification. On the reasonable request of IronCAD, Customer shall furnish IronCAD with a signed statement that the IronCAD Solutions and the Program Concepts are being used pursuant to the terms and conditions of this Agreement. If IronCAD has reason to believe that the IronCAD Solutions or the Program Concepts are not being used in accordance with the terms and conditions of this Agreement, Customer shall permit IronCAD to review and audit Customer's relevant records and inspect Customer's facilities to ensure compliance with this Agreement. IronCAD will conduct such inspection, no more than once a year, during normal business hours in a manner that does not unreasonably interfere with Customer's business operations.

6.8 Term and Termination. This Agreement shall become effective on the Effective Date and shall continue in full force so long as an Ordering Document also remains in force or Customer continues to use the IronCAD Applications in accordance with the terms of this Agreement. IronCAD hereby reserves the right to terminate the licenses granted in an Ordering Document without notice at any time upon Customer's breach of any of the terms contained in this Agreement. Upon termination or expiration of this Agreement for any reason, Customer shall immediately return the Software and any copies, together with all related Documentation and all usernames and passwords to IronCAD, or, at IronCAD's discretion, Customer shall permanently destroy all copies of the Software and any related Documentation in Customer's possession or control. Upon termination or expiration of this Agreement all sections of this Agreement that by their nature should survive shall continue in full force and effect.

6.9 U.S. Government Restricted Rights. The following applies to all acquisition of the Software by or for the U.S. government or by any prime contractor or subcontractor under any contract, grant or other activity with the U.S. government. The Software and services utilizing such Software provided to Customer hereunder are "commercial items" as that term is defined at 48 C.F.R. 2.101 (October 1995) consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (Sept. 1995) and other applicable acquisition regulations and are provided to the U.S. Government only as a commercial item. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202 (June 1995), all U.S. Government users and licensees acquire the Software and its associated documentation with only those rights and subject to the restrictions set forth in this Agreement. Notwithstanding the foregoing, the Software may not be acquired by the U.S. government pursuant to a contract incorporating clauses prescribed by FAR Subpart 27.4 (June 1987) or DFARS Subpart



227.4 (Oct. 1988). If this Agreement is inadequate to meet the government's needs or is inconsistent in any respect with Federal law, the government should return the Software, unused, to IronCAD.

6.10 Injunctive Relief. Customer acknowledges that remedies at law may be inadequate to provide IronCAD with full compensation in the event of Customer's material breach of this Agreement, and that IronCAD shall therefore be entitled to seek injunctive relief in the event of any such material breach without the need to post bond or prove the inadequacy of monetary damages. Notwithstanding any provision to the contrary in any document, even if such document is identified as having priority to this one, IronCAD may immediately assert its right to injunctive relief within any jurisdiction and to any entity (without application of any choice of venue rules) it reasonably believes may have the ability grant the requested relief without any obligation to offer Customer an opportunity to cure.

6.11 Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Georgia of the United States of America, without regard to its rules regarding conflicts of law. Neither the Uniform Commercial Code, the Uniform Computer Information Transactions Act, nor the United Nations Convention on the International Sale of Goods shall apply to this Agreement. If Customer is located in the United States, Customer agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Fulton County within the State of Georgia. If Customer is located outside of the United States the following provisions will apply: Except for claims seeking injunctive relief for which court relief may be sought, the Parties shall arbitrate any dispute resulting from or arising as a result of this Agreement. Any such arbitration shall be in accordance with the commercial rules of the International Chamber of Commerce ("ICC"). Any such arbitration shall be held in Atlanta, Georgia USA and directed by the ICC. Notwithstanding the foregoing or the then-current specified commercial rules of the ICC, the following shall apply with respect to the arbitration proceeding: (a) the arbitration proceedings shall be conducted by one (1) arbitrator selected by the Parties, provided, if the Parties fail to make such designation within five (5) days after receipt by the ICC of the demand for arbitration, the ICC shall make the appointment in its sole discretion (provided such arbitrator shall have experience and knowledge of software and international software distribution transactions); and (b) the existence, subject, evidence, proceedings and rulings resulting from the arbitration proceedings shall be deemed Confidential Information, and shall not be disclose by either Party, their representatives, or the arbitrator except: (i) to the professional advisors of each of the Parties; (ii) in connection with a public offering of securities of either of the parties; (iii) as ordered by any court of competent jurisdiction; or (iv) as required to comply with any applicable governmental statute or regulation.

6.12 International Restrictions. Customer represents and warrants and covenants that neither it nor any employee of it or any other person or entity that would access the Software or any Service through it is on any restricted party list maintained by the U.S. Government that would prohibit IronCAD's license of the Software or provision of the Service to such a party. If any laws or regulations require that the Software or Service, the data gained therefrom, or this Agreement be registered with or approved by a governmental entity, Customer shall comply with such requirements after prior written notice to IronCAD specifying the required registration or approval; provided, however, that no such registration shall claim an ownership interest in any of IronCAD's property or technology. Such compliance shall be at Customer's sole expense and solely for the benefit of IronCAD.

6.13 Waiver / Severability. The failure of IronCAD to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is for any reason held unenforceable or invalid then this Agreement shall be construed as if such provision were not contained in this Agreement.

6.14 Assignment. Customer may not assign, sublicense, or transfer this Agreement without the prior written consent of IronCAD. Any attempt by Customer to sublicense, assign, or transfer any rights, duties, or obligations hereunder is null and void. Notwithstanding the forgoing, a valid assignment of the Ordering Document shall automatically constitute a valid assignment of this Agreement. IronCAD may assign, sublicense, or transfer this Agreement, in whole or in part, at will and without notice to Customer.

6.15 Order of Priority. This Agreement constitutes the entire agreement and understanding between the parties with respect to the Software and supersedes any previous communications, representations, or agreements by either party, whether

verbal or written. No change or modification of any of the terms or conditions herein shall be valid or binding on either party unless in writing and signed by an authorized representative of each party. Inconsistencies between this Agreement and an Ordering Document or any ancillary document shall be resolved in favor of this Agreement unless the Parties have expressly agreed in writing that a particular provision of the Ordering Document or ancillary document shall prevail over conflicting terms in this Agreement.

6.16 Canadian Users. If Customer licensed this product in Canada, Customer acknowledges and agrees to the following: the parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including notices, have been and shall be written in the English language only. Les parties ici présentes volontairement confirment que cette convention de même que tous les documents y compris tout avis qui s'y attachent ont été et doivent être rédigés en langue anglaise.

6.17 Entire Agreement. Except as otherwise noted herein, this Agreement comprises the entire Agreement between Customer and IronCAD with respect to the subject covered, and supersedes any other agreement or discussion, oral or written, with respect to the subject matter of this Agreement. If Customer is an individual, Customer acknowledges that Customer's use of the Software shall also be governed by the Ordering Document between Customer's organization and IronCAD. In the event that the Ordering Document contains a purchase order or other document from Customer or Customer's organization that includes pre-printed terms and conditions, such terms and conditions are expressly rejected. Customer acknowledges that it is Customer's responsibility to confirm or refute the existence of an Ordering Document between Customer and IronCAD and to understand and comply with both this Agreement and such an Ordering Document if it exists.

**[ATTACH SUPPORT SERVICES AGREEMENT AS EXHIBIT A]**

## EXHIBIT A

### IRONCAD, LLC

#### SUPPORT SERVICES AGREEMENT

1. If you purchase Support Services ("Support") including Armor Advantage Support or Subscription Services directly from IronCAD, LLC ("IronCAD"), your services are the following:

For Armor Advantage Support, services include (b) through (g), and

Subscription Services, services include (c) through (g).

- a. Term. Support shall be for one year beginning at the time of purchase and shall automatically be renewed annually for one-year terms. You may elect not to renew for another year by notifying IronCAD in writing within thirty (30) days of the anniversary date of this Agreement.
- b. Standard Telephone and Email Support. For all Support requests, direct access via telephone to IronCAD during IronCAD's normal business hours, or email to IronCAD support 24 hours a day, 7 days a week.
- c. Online Support. 24 hour by 7-day/week on-line web access to download the latest updates to the Software as well as all major upgrades for the Software released during the Support period.
- d. Error Correction. IronCAD shall use commercially reasonable efforts to provide Error Corrections.
- e. Updates. IronCAD shall provide you updates that IronCAD, in its sole discretion, generally offers its supported customers. All such updates become part of the Software. Software that is delivered as an upgrade or update to a previous version of the licensed Software must replace the previous version - no additional license is granted; you may install only such number of updates as equal the number of subscription service fees for which you have paid.
- f. Version Support. IronCAD shall provide Support only for the then current version of the Software and the immediately preceding version of the Software for a limited period of three (3) months after the then-current version is made generally available.
- g. Exclusions. Notwithstanding IronCAD's warranty and support obligations hereunder, IronCAD shall have no responsibility or liability of any kind, whether for breach of warranty or otherwise, arising or resulting from: (i) Your failure to correctly install any Updates or other modifications to the Software provided by IronCAD; (ii) Your failure to prepare your computing environment prior to Software installation or to maintain same thereafter; (iii) Errors resulting from misuse, abuse, negligence, or improper use of all or any part of the Software in violation of this Agreement or not in accordance with the documentation; or problems to or caused by products or services not provided by IronCAD; (iv) Software modification, amendment, revision, or change by any party other than IronCAD or IronCAD's authorized representatives; and (v) Data or data input, output, integrity, storage, and back-up, which shall be deemed under your exclusive control.
- h. Support through IronCAD authorized Channel Partners. Any support services purchased through IronCAD authorized Channel Partners should be honored by Channel Partners or value added resellers.

## 2. FEES AND PAYMENT.

- a. Support Fee. You shall pay the support fee within thirty (30) days after the date you are invoiced by IronCAD. IronCAD reserves the right to charge a service fee on past due amounts equal to 1½ % per month (18% per annum), or the maximum amount allowed by law, if less. All invoices not disputed within thirty (30) days of receipt shall be deemed accepted by you.

b. Additional Charges. All amounts specified herein are net amounts, and you shall be responsible for and shall pay, any and all taxes, duties, and charges incurred in the performance of this Agreement wherever incurred, including, but not limited to, sales, use, and value added taxes, customs duties, tariffs, or other similar taxes, assessments, or excises, wire transfer fees for each party, withholding taxes, duties and charges imposed by Federal, State or local governmental authorities of any country, however designated or levied (but excluding corporate income taxes of IronCAD), including government charges assessed by any jurisdiction on telecommunication, information, and data processing services, whether payable directly by you or indirectly through IronCAD in compliance with applicable law; all of which shall be your responsibility and are not subject to set-off, reduction, or deduction for any reason whatsoever, including any currency control restrictions, expenses, costs, taxes, duties, assessments, or liabilities incurred by you or imposed on IronCAD as a result of this Agreement. Without limiting the foregoing, you shall indemnify, defend, and hold harmless IronCAD from and against all claims, actions, judgments, liabilities, expenses, and costs (including penalties and interest levied) arising from or related to your failure to comply with this Section 2(b). If you are prohibited by law from making payments hereunder free of such deductions or withholdings, you shall immediately notify IronCAD and pay IronCAD any additional sum(s) equal to such deduction or withholding. You agree to provide IronCAD LLC with official tax receipts and copies of all governmental filings relating to amounts withheld from payments to IronCAD mandated by applicable law.

### **3. TERMINATION.**

This Agreement may be terminated only as follows : (i) by IronCAD for your material breach of this Agreement that remain uncured thirty (30) days after notice of such breach; or (ii) by mutual consent of the parties.

## ARMOR ADVANTAGE AND SOFTWARE SUBSCRIPTION SERVICE INFORMATION

### 1. Service Description

#### **Armor Advantage:**

The Armor Advantage (AA) Program provides software updates, phone-in and email software assistance, software warranty terms and other support-related terms and conditions. IronCAD, LLC. (IronCAD) will provide the update services, warranty, and other supports described in this Agreement. IronCAD will provide the phone-in software assistance if you purchased direct. If you purchased from a channel partner, your authorized IronCAD Channel Partner will provide phone-in software assistance and other value-added services as available.

#### **Software Subscription:**

The Software Subscription (SS) program provides software updates, software warranty terms and other support-related terms and conditions. IronCAD will provide the update services, Terms & Conditions of Sale and the Software License Terms described in this Agreement.

### 2. License for Software & Media Updates

#### **For both Armor Advantage and Software Subscription:**

#### a. License for Software Updates

1) All IronCAD updates furnished hereunder are licensed pursuant to the terms of the Master Agreement in effect on the date that IronCAD ships the update.

#### b. Software and Media Updates

- 1) **Availability:** As they become available, the latest revisions of the software and media will be shipped or made available as a download to Armor Advantage and Software Subscription subscribers (or their Authorized Channel Partner for distribution).
- 2) **Quantities:** Customer will receive one copy of software and media update per Armor Advantage or Software Subscription purchased.

#### c. Service Limitations

1) **Supported Software Versions:** Software license and media updates are only available for current software versions.

### 3. Phone-in and Email Software Assistance

**Armor Advantage Customers Only:**

a. **Hours and Standard Coverage:**

- 1) **Direct Customers:** The IronCAD Support Center provides software usage and technical phone-in as well as email support. Customer can receive phone-in software support anytime during standard coverage hours, 8:00 AM to 5:00 PM, Eastern Standard Time, Monday through Friday, excluding IronCAD corporate holidays. Email support requests can be submitted 24 hour by 7-day/week.
- 2) **Channel Partner Customers:** Please contact Authorized Channel Partner for the appropriate service details to which customer is entitled.

b. **After-Hours Calls:**

- 1) **Channel Partner Customers:** Please contact Authorized Channel Partner for the appropriate service details to which customer is entitled.
- 2) **Direct Customers:**

There are two options for conveniently submitting after-hours calls:

  - a) Submitted 24 hours a day, 7 days a week, via e-mail.
  - b) Customer can call the IronCAD Support Center using the toll-free phone number, and leave a detailed message.  
After-hours calls are logged and receive a prompt response the next business day.

c. **Response Times:**

- 1) **Direct Customers:** If a Support Engineer is not available at the time of Customer's initial call to the IronCAD Support Center, a Support Engineer will return Customer's call during standard coverage hours. The call-back time to which a Support Center Engineer responds is based on the priority. Customer may assign one of these three priorities to each call:
  - a) Low priority: 2 hour call-back response time
  - b) Medium priority: 1 hour call-back response time
  - c) High priority: 30 minute call-back response time

E-mail should not be used to communicate with the Support Center if Customer has a medium- or high-priority issue. Customers will receive e-mail responses the next business day.

- 2) **Channel Partner Customers:** Please contact Authorized Channel Partner for the appropriate service details to which customer is entitled.

d. **Phone-In Patch Assistance:**

- 1) **Direct Customers:** As new patches become available, the IronCAD Support Center determines if patches are well suited to Customer's environment, and recommends which patches Customer should install.

- 2) **Channel Partner Customers:** As new patches become available, Authorized IronCAD Channel Partners determines if patches are well suited to Customer's environment, and recommends which patches Customer should install.
- e. **Software Defect Reporting:**
- 1) **Direct Customers:** If a defect is identified with installed IronCAD Software it may be reported in writing or verbally conveyed to the IronCAD Support Center. The defect will be recorded and, upon IronCAD's own discretion, a fix or workaround may be provided.
  - 2) **Channel Partner Customers:** If a defect is identified with installed IronCAD software, Customer may report it in writing to Authorized IronCAD Channel Partner. Authorized IronCAD Channel Partner will, after verification, then pass all such defect reports on to IronCAD. The defect will be recorded by IronCAD and, upon IronCAD's own discretion, a fix or workaround may be provided.
- f. **Escalation Management:**
- 1) **Direct Customers:** Formal escalation procedures are available to resolve complex problems. As needed, additional resources are enlisted to address Customer's needs. Escalation happens automatically, based on the urgency of the problem, or Customer can initiate the process at any time.
  - 2) **Channel Partner Customers:** Authorized IronCAD Channel Partner is Customer's front-line provider of phone-in software assistance. Customer should consider Authorized IronCAD Channel Partner their first-choice support provider for all IronCAD-related support issues. In the unlikely event that Customer's support needs are not adequately met by Authorized IronCAD Channel Partner, formal escalation procedures exist to help both Customer and Authorized IronCAD Channel Partner resolve complex problems. In these rare instances, Customer may call the IronCAD Response Center, directly, at 1-800-339-7532. Customer should explain the details of their support issues with an IronCAD Response Center Engineer to ensure any needed corrective action will be promptly taken.

#### 4. **Applicability of Limited Warranty based on the Master Agreement**

All IronCAD updates furnished by IronCAD hereunder are subject to the limited warranty provided in the **Master Agreement** in effect on the date that the IronCAD update is shipped.

## SECTIONS 5-9

### DIRECT CUSTOMERS ONLY

#### 5. Orders

- a. **Additional Coverage:** Customers may at any time issue purchase orders for additional services or add products to be serviced to this Agreement.

#### 6. Charges

- a. **Billing:** All charges for IronCAD Armor Advantage Program services cover a 12-month period and billings will be issued upon receiving the order.
- b. **Increases:** IronCAD may increase the charges, provided that the Customer is notified in writing of any such increase at least 60 days prior to invoicing at the increased rate. Such increases cannot be imposed during the period covered on the previous invoice.
- c. **Prepayment and Cancellation:** Customer must prepay services in advance. If IronCAD Armor Advantage is canceled, Customer will receive a pro rata refund only for the unused prepaid services beyond the first 3 months. Cancellation will only be accepted with proper reason at IronCAD's sole discretion. Customer is required to give IronCAD 30 days notice of cancellation.
- d. **Additional Charges:** Charges for services not covered by this Agreement, services performed outside the specified periods of coverage and commercial travel and per diem expenses not included in the specified coverage will be invoiced separately at standard service rates.

#### 7. Payment

- a. **Due Dates:** Payments will be due within 30 days from the date of invoice. IronCAD reserves the right to change the credit terms applicable to Customer when, in the Company's opinion, the financial condition or previous payment record of Customer so warrants.

#### 8. Product Relocation, Limitations and Responsibilities

##### a. Relocation of Software Products

- 1) **Within the U.S.:** For products which Customer relocates within the contiguous United States, these products shall continue to be serviced under this Agreement, but re-installation services are not included. Additional installation services may be purchased separately at standard service rates.



- 2) **Outside the U.S.:** For products which Customer relocates outside of the initial country location, these products may or may not continue to be serviced under this Agreement, at IronCAD's sole discretion. Re-installation services are not included. Additional installation services may be purchased separately at standard service rates.

**b. Software Service Limitations**

- 1) **Qualified Devices:** Hardware and/or software products not supplied or not qualified by IronCAD will be considered nonqualified devices. Customer is responsible for removing nonqualified devices in the event these devices interfere with IronCAD's ability to support the software.
- 2) **Services Not Included:** Services do not include repairs to products caused by improper use or modifications made by personnel other than IronCAD's employees or subcontractors, or other causes beyond our control.
- 3) **Additional Charges:** If support services are required due to the above excluded clauses, IronCAD may provide such services, at IronCAD's sole discretion, at its standard service rates.
- 4) **Further Exclusions:** Services do not include macro/script writing, coding, isolation of coding problems and application customization; training; installation of supported products; data translations and data recovery regardless of the cause of data loss. Delivering training or correcting hardware, software or network-related problems will be subject to standard service rates should IronCAD offering such services at its sole discretion.

**c. Software Customer's Responsibilities**

- 1) **Operating Supplies:** Customer will provide IronCAD service personnel with operating supplies and consumables such as paper, magnetic tapes, ribbons, cards, format tapes, disc cartridges and such similar items as Customer would use during normal operation.
- 2) **Information Security:** Customer is responsible for the security of its proprietary and confidential information.
- 3) **Operating Procedures:** Customer is responsible to follow routine operating procedures, as specified in all relevant operating manuals, such as maintaining a routine system back-up and external recovery procedure for reconstruction of lost or altered files, data and programs.
- 4) **Physical Presence:** At IronCAD's request, a representative of Customer must be present at Customer's site when services are being performed by the Company.
- 5) **Health Hazards:** Customer must notify IronCAD if any product covered under this Agreement is being used in an environment which poses a potential health hazard to personnel. IronCAD may require those products to be maintained by Customer under direct supervision of IronCAD.

## 9. Term and Termination

- a. **Term:** The minimum term of any order is 12 full months unless otherwise agreed, and all purchase orders will continue until terminated by either party under the provisions of this Agreement.
- b. **Customer Termination:** Customer may terminate any purchase order issued under this Agreement, delete products serviced, or terminate this Agreement if IronCAD materially breach this Agreement upon 30 days written notice to IronCAD.
- c. **IronCAD Termination:** IronCAD may terminate this Agreement or the provision of services under any purchase order at any time after the first 12 months upon 60 days written notice to Customer. Sixty days notice is not required and IronCAD may terminate at any time after the effective date of this Agreement if Customer fails to make any payment due or fails to perform or observe any other condition of this or any other agreement with IronCAD.

## SECTIONS 10-11

### AUTHORIZED CHANNEL PARTNER CUSTOMERS ONLY

#### 10. Product Relocation, Limitations and Responsibilities

##### a. Relocation of Software Products

- 1) **Within the U.S.:** For products which Customer relocates within the contiguous United States, these products shall continue to be serviced under this Agreement. Additional installation or other related services may be purchased from your Authorized IronCAD Channel Partner.
- 2) **Outside the U.S.:** For products which Customer relocates from outside the initial country location, these products may or may not continue to be serviced under this Agreement, at IronCAD's sole discretion. Additional installation or other related services may be purchased from your Authorized IronCAD Channel Partner.

##### b. Software Service Limitations.

- 1) **Qualified Devices:** Hardware and/or software products not supplied or not qualified by Authorized IronCAD Channel Partners will be considered nonqualified devices. Customer is responsible for removing nonqualified devices in the event these devices interfere with Authorized IronCAD Channel Partners ability to support the software.
- 2) **Services Not Included:** Services do not include repairs to products caused by improper use or modifications made by personnel other than Authorized IronCAD Channel Partner employees.
- 3) **Additional Charges:** If support services are required due to the above excluded clauses, Authorized IronCAD Channel Partners may provide such services, at its sole discretion, at their standard service rates.

##### c. Software Customer's Responsibilities

- 1) **Information Security:** Customer is responsible for the security of its proprietary and confidential information.
- 2) **Operating Procedures:** Customer is responsible to follow routine operating procedures, as specified in all relevant operating manuals, such as maintaining a routine system back-up and external recovery procedure for reconstruction of lost or altered files, data and programs.

#### 11. Term and Termination

- a. **Term:** The minimum term of any Armor Advantage order is 12 full months unless otherwise agreed.
- b. **Customer Termination:** Customer may delete products serviced or terminate this Agreement at any time upon 60 days written notice to Customer's Authorized IronCAD Channel Partner if that Authorized IronCAD Channel Partner or IronCAD materially breach this Agreement. Authorized Channel Partner must then give IronCAD 30 days written notice of Customer's intent to cancel or delete products from this Agreement.
- c. **IronCAD Termination:** IronCAD may terminate this Agreement after the first 12 months upon 60 days written notice to Customer.

