

Ultimate TechnoGraphics End User License Agreement - EULA

1. ABOUT THIS END USER LICENSE AGREEMENT

BY YOUR USE OF THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS CONTENT. YOU ALSO AGREE THAT THIS AGREEMENT IS COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN ULTIMATE AND YOU AND SUPERSEDES ALL PRIOR REPRESENTATIONS OR AGREEMENTS, ORAL OR WRITTEN, BEWEEN ULTIMATE AND YOU REGARDING THE SUBJECT MATTER OF THIS AGREEMENT.

This is a License Agreement between the purchaser (You) and ULTIMATE TECHNOGRAPHICS INC. (ULTIMATE) of this Software. If You are not willing to comply with the terms and conditions of this Agreement, DO NOT install the software. You should promptly return the software to ULTIMATE or to its authorized reseller.

2. LICENSE GRANT

You are granted a non-exclusive, non-transferrable license to use this Software on a single computer workstation. The duration of such license shall be controlled by the Order Document(s) and shall either be perpetual or Subscription based-license, based upon such. You do not receive title to ULTIMATE Software. This Software cannot be pooled or shared among or between multiple computers. Each computer is required to have its copy of this Software and its protection key.

3. LIMITATIONS ON USE

Pertaining to a Trial License, unless the Order Document states differently, Your use of the Software is limited to one Client Seat, solely for internal testing and evaluation, and excludes any other use including but not limited to the use of the software for commercial purposes.

Pertaining to Pre-Release Licenses, unless the Order Document states differently, Your use of the Software is limited to internal testing and evaluation purposes aimed at determining the capability of the Software to perform the functions described in preliminary documentation separately provided, and excludes any other use including but not limited to the use of the software for commercial purposes.

Pertaining to all licenses: Absent ULTIMATE's consent. You will not reverse engineer, decompile, or disassemble the Software or otherwise attempt to discover the source code of the Software except to the limited extent expressly allowed by non-waivable provisions of applicable law. You will not tamper with, bypass or alter the license management routines included in the Software or use the Software in violation of any Usage Restrictions and/or the license granted. If You receive an upgrade or update of the Software, You may continue to use the Software, or the upgraded or updated version of the Software, but not both. Unless otherwise expressly permitted in writing, You may not use, or permit others to use, the Software for or on behalf of any third party, to run an outsourcing business, or for any purpose other than Your internal business purposes.



The Software includes license management routines, designed to limit the functionality of the Software to the licensed functionality and/or to prevent the use of the Software outside the scope of the license granted. In order to do so, certain information is collected by the Software and/or processed by ULTIMATE. By accepting this Agreement, You consent to the above.

4. SOFTWARE OWNERSHIP

The Software and all intellectual property rights in it are and will at all times remain the sole property of ULTIMATE. You will not remove any proprietary notice or other legend from the Software and You will reproduce those notices and legends on any copies or partial copies that You are permitted to make.

5. COPY RESTRICTIONS

Copyright subsists in this Software and the accompanying written materials. Unauthorized copying of the Software, including Software that has been modified, merged, or included with other software or of the written materials is expressly forbidden. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to abide by the terms of this Agreement. Subject to these restrictions, you may make one (1) copy of the Software solely for back-up purposes provided such back-up copy contains the proprietary notices as appear in this Software.

6. DESIGN CHANGE

ULTIMATE reserves the full right to make changes or improvements, without prior notice, in design, materials or specification of this Software. ULTIMATE shall have the right to make such changes or improvements without being obligated to install or substitute the changes or improvements on this Software.

7. UPDATE POLICY

ULTIMATE may create updated versions of this Software and at its option. ULTIMATE may make such updates available to You, for a fee.

8. TRANSFER RESTRICTIONS

This software is licensed to You and may not be transferred to anyone without the prior written consent of ULTIMATE. In no event may you transfer, lease, sell, rent or otherwise dispose of this Software on a temporary or permanent basis without prior consent of ULTIMATE.

9. NINETY DAY LIMITED WARRANTY

ULTIMATE warrants that for ninety (90) days after the purchase of this Software by You, this Software shall reasonably conform to the standards defined in the accompanying documentation (manuals and computer-aided instructions) provided that the Software is used under normal operating and maintenance conditions, as directed in the documentation, and in compliance with this Agreement. The warranties set forth in this Agreement will not apply if defects arise out of accident, neglect, misuse, failure of utilities, equipment failures, causes beyond



ULTIMATE's control, or use other than ordinary use for which the Software is intended. This warranty does not cover any software, hardware or materials not sold by ULTIMATE (the case being through a channel partner), or any combination of ULTIMATE Software with the same. Any modifications to the Software by any persons other than ULTIMATE will void the warranty described in this Agreement and cause an event of default under this Agreement. The sole and exclusive remedy for a failure of this Software to perform in accordance with the product documentation is for the customer to return this Software to ULTIMATE and to notify ULTIMATE in writing of the non-performance within ninety (90) days of purchase. ULTIMATE's sole obligation shall be to provide You, within a reasonable time after receiving notification of non-performance, with a performing copy of this Software.

10. WARRANTIES

Subject to clause 9 above, this Software is provided "as is" without warranty of any kind. The entire risk as to the results and performance of this Software is assumed by you. Should this Software prove defective, You (and not ULTIMATE or its authorized resellers) assume the entire cost of all necessary servicing, repair or correction. Further, ULTIMATE does not warrant, guarantee or make any representations regarding the use of this Software and results, which are solely at your own risk.

For Software delivered on a Dongle (USB Key): ULTIMATE warrants the media upon which the Software is recorded to be free from defects in materials or workmanship, in normal use and service, for a period of ninety (90) days from the date of purchase. If, during this period, a defect in the Dongle should appear, the Dongle may be returned to ULTIMATE for replacement. This warranty will be void if you have modified this Software or if you are in breach of this agreement.

IN NO EVENT WILL ULTIMATE, REGARDLESS OF LEGAL THEORY, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS BUT NOT LIMITED TO ANY LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, OR ANY OTHER ECONOMICAL ADVANTAGE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE PROCURED UNDER THIS AGREEMENT.

11. TERM AND TERMINATION

License commencement date. A license granted hereunder is effective from the earlier of the date provided in the corresponding Order Document or date of activation of the Software.

Perpetual licenses. Unless otherwise defined by the Order Document, the Software is licensed on a perpetual basis.

Trial Licenses. Unless otherwise defined by the Order Document, automatically expire five (5) days from the start of the trial.

Pre-Release Licenses are granted for the period defined in the Order Document and, unless defined otherwise in the Order Document, automatically terminate upon the expiration of such period.

Subscription based licenses are granted for the initial period defined by the Order Document (the "Initial Term").

Termination and suspension of the license.

Without prejudice to any other remedy available to ULTIMATE:



- •In case You fail to make a payment when due, ULTIMATE may, through technological means or by providing You with a corresponding notification, forthwith suspend Your license and prevent further use of the Software;
- •This Agreement may be terminated "for Cause" as follows: This Agreement will terminate automatically if a party fails to cure a breach of any of its obligations within thirty (30) days from receipt of a written notice from the other party stating such breach. If the breach is not capable of being remedied, termination will be effective upon receipt of the notification;