

AUTOFORM R&D PLUG-IN LICENSE TERMS

These License Terms ("Agreement") apply to any license grant, related to the R&D Plug-In product, by AutoForm Engineering GmbH, a Swiss corporation, with offices at Unterdorfstrasse 12, CH-8808 Pfäffikon SZ Switzerland ("AF") to any end-user ("Licensee"). By ordering, installing, copying, or otherwise using such products, Licensee agrees to be bound by the terms of this Agreement. Any terms and conditions proposed by Licensee inconsistent with or in contradiction to this Agreement shall be void and of no effect, unless specifically agreed to in writing by AF.

1. License Grant

The R&D Plug-In is composed of an Application Programmers Interface ("API") and a Documentation. The API enables the Licensee to create pieces of source code ("User Subroutines") in the C programming language, which can be compiled into a User Defined Executable Library ("UDELM") (libafuser.dll). Such UDELM can be used as an add-on in conjunction with the AutoForm Standard Software ("Base Software") as described in the Documentation.

1.1 Subject to the terms and conditions of this Agreement and for the period of time specified in the applicable offer ("Offer"), AutoForm Engineering grants to Licensee a limited, non-transferable, non-exclusive license to internally use ("Use") the R&D Plug-In a) to run UDELM's in conjunction with the Base Software and b) to create UDELM's using the API.

1.2 The R&D Plugin may be provided to the Licensee at favourable conditions in conjunction to an R&D Plug-In Research Project ("Project") as defined in the Offer. In such case, the Use of the R&D Plug-In is restricted to the persons, time span, and facility associated with the project and listed in the Offer.

1.3 The right to Use does not include the right to assign, rent, sublicense or make otherwise available to any third party, nor permit assignment, rental, sublicensing or making otherwise available of any of the rights granted hereunder, whether by operation of law or otherwise. Any attempt to do any of the above without AF's prior written consent shall be null and void and shall be considered an incurable breach of this Agreement.

1.3 Unless explicitly stated herein, no right, title, license, interest or any other proprietary rights, express, implied or otherwise, in or to the Licensed Product or modifications thereof are granted to Licensee. Licensee acknowledges and agrees that, except for content from unrelated third party contained therein, Licensed Product and all copies thereof and any corrections or other modifications are AF's exclusive property and constitute a valuable trade secret.

2. Supply and Installation

2.1 As of the license start date specified in the applicable offer ("Offer"), AF shall provide Licensee with the R&D Plug-In and with a temporary license key which allows Licensee to temporarily use the R&D Plug-In from the start date until the payment date specified in the applicable Offer. Upon receipt of full payment of the license fee set forth in the applicable Offer, AF shall provide Licensee with a full license key that allows Licensee to Use R&D Plug-In for the respective license period. Licensee shall be responsible for the installation of the Licensed

Software on Licensee's equipment located at Licensee's facility identified in the applicable Offer ("Permitted Facility").

2.2 Upon expiration of any current license term, AF at its sole discretion may stop the availability of the R&D Plug-In with one (1) year advance written notice to Licensee. If a Project is defined in the Offer, AF will continue the availability of the R&D Plug-In at least until the project end date.

3. Maintenance / Support

During the applicable license term, AF shall provide Licensee with limited instructions and advice regarding the installation and Use of the R&D Plug-In by means of telephone or e-mail communication during AF's normal business hours. AF shall not be obliged to assist Licensee in diagnosing errors, malfunctions and defects of the R&D Plug-In to perform any material function specified in the Documentation.

4. Duties of Licensee

The following conditions apply if the Licensee uses the R&D Plug-In to run UDELMs:

4.1 Licensee explicitly accepts that the R&D Plug-In is designed for research and development purposes and that it is not suitable for productive use. Depending on the user defined functionalities implemented in the UDELMs, the performance of the Base Software may significantly deteriorate and the computations may lead to errors and/or abnormal terminations, which cannot be captured by the standard quality assurance procedures of AF. No technical support can therefore be offered for computations made with the R&D Plug-In.

4.2 Licensee shall comply with all applicable local export control laws and regulations when Using the R&D Plug-In.

4.3 Licensee shall make sure that the UDELMs used with the R&D Plug-In comply with all applicable local laws and regulations.

4.4 Licensee may copy the R&D Plugin for internal use. All copies, in whole or in part, shall contain all of AF's restrictive and proprietary notices as they appear on the R&D Plug-In provided by AF.

4.5 Licensee agrees not to use the R&D Plugin in order reverse engineer, translate, disassemble or decompile any AutoForm products or any portion thereof except to the extent that this restriction is expressly prohibited by applicable law.

The following conditions additionally apply if the Licensee uses the R&D Plugin to create UDELMs:

4.6 Licensee shall permit only employees that are properly trained and qualified in the use of the Base Software and who possess basic programming skills in the C programming language to Use the R&D Plug-In.

4.7 Licensee shall purchase, license and install the appropriate "C Compiler" in its appropriate version, as communicated by AF, in order to be able to create UDELMs.

4.8 Licensee may distribute a UDEL created by Licensee to a third party, provided such third party possesses a valid R&D Plug-In License.

4.9 Licensee grants AF a free of charge, permanent, non-exclusive and non-transferable license to use the created User Subroutine code and UDEL.

The following conditions additionally apply if the R&D Plug-In is offered in connection to a Project:

4.10 Licensee agrees to report to AF about the Project status every three months and to share all results generated using the R&D Plug-In.

4.11 The License conditions offered in the Offer are only valid as long as the associated Project is running. If the Project is ended prior to the "Project End Date" defined in the Offer, Licensee must immediately notify AF and terminate this Agreement.

5. Fees and Other Charges

Licensee shall pay to AF the license fees agreed upon in the applicable Offer at the applicable payment date according to Section 2.1 of this Agreement, without offset or demand therefore, for the specified period/s of time. For any unpaid amounts, an interest rate for late payment of 1 percent per month, but in no case exceeding the highest rate permitted by applicable law, shall apply.

6. Intellectual Proprietary Rights Indemnity

6.1 **Indemnification by AF:** AF shall indemnify and defend Licensee from and against all claims that the Use of the R&D Plug-In by Licensee during the term of this Agreement violates any third-party intellectual property right, provided that Licensee (a) promptly notifies AF of any intellectual property infringement claim; and (b) gives AF sole control of the defence and settlement of any such claim and does not admit liability; and (c) cooperates with AF in any such defence and settlement. If the R&D Plug-In is or in AF's opinion is likely to become, the subject of a an infringement claim, then AF, at its sole option may terminate this Agreement and refund to Licensee the portion of the license fee paid to AF for the R&D Plug-In, giving rise to the infringement claim, less a charge for Use by Licensee.

AF SHALL HAVE NO LIABILITY OR INDEMNIFICATION OBLIGATION TO THE EXTENT ANY INFRINGEMENT CLAIM RELATES TO LICENSEE'S USE OF A UDEL OR A USER SUBROUTINE, OR THE UNAUTHORIZED ALTERATION, MODIFICATION, OR USE OF THE R&D PLUG-IN.

6.2 **Indemnification by Licensee:** Licensee ensures that the created User Subroutines and UDELS do not infringe any third party rights and are fully compliant with the laws and regulations applicable at the site the User Subroutine and/or the UDEL are used. Licensee shall defend and indemnify AF against any claims by third parties arising out of or in connection with use of the User Subroutines and/or the UDELS.

6.3 TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PROVISIONS OF THIS SECTION 6 SET FORTH PARTIES' EXCLUSIVE OBLIGATION WITH RESPECT TO CLAIMS PERTAINING TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

7. WARRANTY DISCLAIMER

GIVEN ITS RESEARCH AND DEVELOPMENT NATURE, THE R&D PLUG-IN IS DELIVERED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. ANYTHING PROVIDED UNDER THIS AGREEMENT IS PROVIDED "AS IS" AND AF SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LICENSEE SHALL IN ANY EVENT BE SOLELY RESPONSIBLE FOR THE SELECTION, SUITABILITY AND EFFICIENCY OF THE R&D PLUG-IN FOR ITS INTENDED PURPOSES AND PLANNED USE AND ASSUMES ALL RISKS ARISING FROM OR RELATED TO SUCH USE AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW WAIVES ALL CLAIMS AGAINST AF ASSOCIATED THEREWITH.

8. Limitations of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AF SHALL ONLY BE LIABLE FOR ANY DAMAGES CAUSED IN CONNECTION WITH THE R&D PLUG-IN OR THIS AGREEMENT, WHETHER CONTRACTUAL OR IN TORT, IF AND TO THE EXTENT THEY ARE THE DIRECT RESULT OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF AF.

9. Confidentiality

9.1 Licensee acknowledges that the R&D Plug-In (including but not limited to its user interface) and any information related to it is considered AF Confidential Information and may not be disclosed in whole or in part to anyone, except to those of Licensee's employees involved in the execution of this Agreement who are required to have the information in order for Licensee to Use the R&D Plug-In hereunder and who are bound by confidentiality terms at least as stringent as the ones stated herein. Upon termination of this Agreement, Licensee will delete all Confidential Information received.

9.2 Confidential Information shall not include information that (a) is or becomes public without violation of this Agreement; or (b) was known by Licensee prior to AF's disclosure of such information to Licensee as evidenced by written records; or (c) is disclosed to Licensee without any obligation of confidentiality by a third party lawfully in possession of such information.

9.3 Injunctive Relief. Licensee acknowledges that violation or threatened violation of its confidentiality obligations would cause AF or any Affiliate substantial and irreparable harm, which in addition to any other available remedies would entitle AF or an Affiliate to seek injunctive relief.

10. Term and Termination

This Agreement comes into force as of the start date mentioned on the applicable Offer and remains in force during the whole applicable license period unless terminated by any party in the event of a material breach by the other party that is incurable or that is not cured within thirty (30) days after receipt of written notice of such breach. In case an associated Project is defined in the Offer, this Agreement will terminate as soon as the Project terminates.

In case of termination, any license granted hereunder shall automatically terminate. Licensee shall immediately stop Using the R&D Plug-In, remove it from all devices and destroy all copies, including partial copies, and give written certification of such destruction to AF. In case of termination for cause by Licensee, AF shall refund to Licensee fees that were paid in advance for the respective license period on a linearly pro-rated basis. In all other cases, any amounts paid by Licensee under this Agreement will remain with AF.

11. General Provisions

11.1 Any provision of this Agreement held to be invalid by a court of competent jurisdiction shall be deemed severed from this Agreement and shall not affect the validity and enforceability of the remaining clauses. The parties agree to promptly attempt to reach an agreement on a substitute clause.

11.2 Any provisions which by their nature may be reasonably inferred to have been intended to survive termination shall survive.

11.3 This Agreement is the entire agreement between the parties relating to the subject matter hereof and supersedes all their oral or written prior understandings, writings, proposals, representations or communications.

11.4 Licensee may not assign any of its rights or delegate any of its obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of AF.

11.5 This Agreement is governed by **Swiss law**, without regard to conflicts of law principles; place of jurisdiction will be the **Commercial Court of Canton of Zurich**.