## Genus Designer for SolidWorks

## END-USER LICENSE AGREEMENT FOR GENUS SOFTWARE

IMPORTANT-READ CAREFULLY: This Genus Software End-User License Agreement ("EULA") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "You") and Genus Software, Inc., hereafter referred to as "Genus" for the above-identified Genus software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "Software Product"). The Software Product also includes any software updates, add-on components, stencils, templates, shapes, SmartShapes symbols, web services and/or supplements that Genus may provide to You or make available to You, or that You obtain from the use of features or functionality of the Software Product, after the date you obtain your initial copy of the Software Product (whether by delivery of a CD, permitting downloading from the Internet or a dedicated web site, or otherwise) to the extent that such items are not accompanied by a separate license agreement or terms of use. By installing, copying, downloading, accessing or otherwise using the Software Product, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software Product; instead, you should return it to your place of purchase for a full refund.

## SOFTWARE PRODUCT LICENSE

The Software Product is protected by intellectual property laws and treaties. The Software Product is licensed, not sold.

1. GRANT OF LICENSE. This Section of the EULA describes Your general license rights to install and use the Software Product. It also describes a set of additional license rights. The license rights described in this Section are subject to all other terms and conditions of this EULA.

General License Grant to Install and Use Software Product. You may install and use one copy of the Software Product on a single computer, device, workstation, terminal, or other digital electronic or analog device ("Device"). You do not have the right to allow other people to access and use Your copy of the Software Product from Your Device unless You follow the restrictions described in the alternative license grant in the next paragraph.

Alternative License Grant for Storage/Network Use. As an alternative to the rights granted in the previous section, You may install a copy of the Software Product on a storage Device, such as a network server, and allow individuals within your business or enterprise to access and use the Software Product from other Devices over a private network, provided that you acquire and dedicate a license for the storage Device upon which the Software Product is installed and each separate Device from which the Software Product is accessed and used. This license does not give you a right to allow anyone to access or use the Software Product over the Internet. This license grant includes the right to exercise the additional license rights described in the following sections. A license for the Software Product may not be shared or used concurrently on different Devices.

Downgrades. Instead of installing and using the Software Product, you may install and use one copy of an earlier version of the Software Product on a single Device. Your use of such earlier version shall be governed by this EULA, and your rights to use such earlier version shall terminate when you install the Software Product.

Additional License Grant for Systems Administrators. You may allow system administrators within Your business or enterprise to access and use the Software Product for the sole purpose of assisting You with installing, configuring, and maintaining that copy of the Software Product. You must obtain separate licenses to the Software Product for systems administrators to use the Software Product as described in other sections of this EULA.

Reservation of Rights. All rights not expressly granted are reserved by Genus.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Copy Protection. The Software Product may include copy protection technology to prevent the unauthorized copying of the Software Product or may require original media for use of the Software Product on the Device. It is illegal to make unauthorized copies of the Software Product or to circumvent any copy protection technology included in the Software Product.

Not for Resale Software. If the Software Product is labeled "Not For Resale" or "NFR," then, notwithstanding other sections of this EULA, your use of the Software Product is limited to use for

demonstration, test, or evaluation purposes and you may not resell, or otherwise transfer for value, the Software Product.

Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the Software Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Separation of Component Parts. The Software Product is licensed as a single product. Its component parts may not be separated for use on more than one Device unless expressly permitted by this EULA.

Trademarks. This EULA does not grant you any rights in connection with any trademarks or service marks of Genus.

No rental, leasing or commercial hosting. You may not rent, lease, lend or provide commercial hosting services to third parties with the Software Product.

Support Services. Genus may provide you with support services related to the Software Product ("Support Services"). Use of Support Services, if any, is governed by the Genus policies and programs described in the user manual, in "online" documentation, or in other Genus-provided materials. Any supplemental software code provided to you as part of the Support Services are considered part of the Software Product and subject to the terms and conditions of this EULA. You acknowledge and agree that Genus may use technical information you provide to Genus as part of the Support Services for its business purposes, including for product support and development. Genus will not utilize such technical information in a form that personally identifies you.

Software Transfer. Except as specified in this Section, the initial licensee of the Software Product may make a one-time permanent transfer of this EULA and Software Product only directly to an end user. This transfer must include all of the Software Product (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity). Such transfer may not be by way of consignment or any other indirect transfer. The transferee of such one-time transfer must agree to comply with the terms of this EULA, including the obligation not to further transfer this EULA and Software Product.

Termination. Without prejudice to any other rights, Genus may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software Product and all of its component parts.

3. UPGRADES. If the Software Product is labeled as an upgrade, you must be properly licensed to use a product identified by Genus as being eligible for the upgrade in order to use the Software Product. A Software Product labeled as an upgrade replaces or supplements (and may disable) the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the Software Product is an upgrade of a component of a package of software programs that you licensed as a single product, the Software Product may be used and transferred only as part of that single product package and may not be separated for use on more than one Device.

4. INTELLECTUAL PROPERTY RIGHTS. All title and intellectual property rights in and to the Software Product (including but not limited to any images, stencils, templates, shapes, SmartShapes symbols, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software Product), the accompanying printed materials, and any copies of the Software Product are owned by Genus or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software Product, but may be accessed through use of the Software Product, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this Software Product contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy the printed materials accompanying the Software Product.

5. BACKUP COPY. After installation of one copy of the Software Product pursuant to this EULA, you may keep the original media on which the Software Product was provided by Genus solely for backup or archival purposes. If the original media is required to use the Software Product on the Device, you may make one copy of the Software Product solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software Product or the printed materials accompanying the Software Product.

6. EXPORT RESTRICTIONS. You acknowledge that the Software Product is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the Software Product,

including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

7. APPLICABLE LAW.

This EULA is governed by the laws of the State of Ohio. If this Software Product was acquired outside the United States, then local law may apply.

8. LIMITED WARRANTY

LIMITED WARRANTY FOR SOFTWARE PRODUCTS ACQUIRED IN THE US AND CANADA. Genus warrants that the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt.

If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you.

Any supplements or updates to the SOFTWARE PRODUCT, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety (90) day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

LIMITATION ON REMEDIES: NO CONSEQUENTIAL OR OTHER DAMAGES. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by Genus, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the SOFTWARE PRODUCT does not meet Genus' Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 10 below ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction. YOUR EXCLUSIVE REMEDY. Genus' and its suppliers' entire liability and your exclusive remedy shall be, at Genus' option from time to time exercised subject to applicable law, (a) return of the price paid (if any) for the Software Product, or (b) repair or replacement of the Software Product, that does not meet this Limited Warranty and that is returned to Genus with a copy of your receipt. You will receive the remedy elected by Genus without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Software Product to Genus). This Limited Warranty is void if failure of the Software Product has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Genus are available without proof of purchase from an authorized source.

9. DISCLAIMER OF WARRANTIES. THE LIMITED WARRANTY THAT APPEARS ABOVE IS THE ONLY EXPRESS WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER EXPRESS WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING. EXCEPT FOR THE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GENUS AND ITS SUPPLIERS PROVIDE THE SOFTWARE PRODUCT AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON INFRINGEMENT WITH REGARD TO THE SOFTWARE PRODUCT.

10. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GENUS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA. EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF GENUS OR ANY SUPPLIER. AND EVEN IF GENUS OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT 11 YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF GENUS AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY GENUS WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY) SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT OR U.S.\$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 8, 9 AND 10 ABOVE) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

12. ENTIRE AGREEMENT. This EULA (including any addendum or amendment to this EULA which is included with the Software Product) is the entire agreement between you and Genus relating to the Software Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software Product or any other subject matter covered by this EULA. To the extent the terms of any Genus policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.