

END USER LICENSE AGREEMENT

IMPORTANT: Please read the terms of the following End User License Agreement (“Agreement”) carefully. TURBOCAD LTE is a brand of IMSI/Design, LLC. This Agreement is between you and IMSI/Design, LLC (“IMSI”). By installing or using the TURBOCAD LTE software accompanying this Agreement, or any portion thereof, you are agreeing to be bound by the following terms and conditions. If you do not agree with the terms and conditions of this Agreement, you should promptly remove the Software from your system. If you do agree with the terms and conditions, please retain this Agreement for future reference.

Article 1: License Grant

The IMSI software accompanying this Agreement ("Software") is the intellectual property of IMSI and its licensors, and is protected by state and federal law, including United States copyright laws and international treaties. The Software is made available to you for your individual use only. It may be used for personal or commercial purposes. IMSI grants to you an individual, worldwide, royalty-free, non-assignable, and non-exclusive license to use the object code of the Software on a single machine and to make a single copy of the Software for backup purposes only.

Article 2: Restrictions

You acknowledge and agree that the Software contains copyrighted material, trade secrets, and other proprietary material, and that IMSI owns all right, title and interest in and to the Software, including without limitation all intellectual property rights therein and thereto. In order to protect them, and except as permitted by applicable legislation and except as expressly provided for in this Agreement, you may not, and will not permit any third party to, copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software, or transfer this Software. You may also not network, rent, lend, loan, distribute or electronically transmit the Software from one computer to another or over a network. You may not sub-license, assign, or transfer the license or the Software except as expressly provided in this Agreement. Any attempt otherwise to sub-license, assign, or transfer any of the rights, duties, or obligations hereunder is void.

Article 3: Functionality Limitations Warning

COMPUTER-AIDED DESIGN SOFTWARE AND OTHER TECHNICAL SOFTWARE SUCH AS THIS (“THE SOFTWARE”), ARE INTENDED FOR TRAINED PROFESSIONAL USE. THE SOFTWARE IS NOT INTENDED TO REPLACE OR SUPERSEDE YOUR PROFESSIONAL JUDGMENT. THE SOFTWARE IS INTENDED TO HELP YOU WITH DESIGN AND IS NOT TO BE USED AS A SUBSTITUTE FOR INDEPENDENT DESIGN ANALYSIS, ESTIMATION OR TESTING OF PRODUCT STRESS, SAFETY AND UTILITY. BECAUSE OF THE LARGE NUMBER AND VARIETY OF POSSIBLE APPLICATIONS FOR THE SOFTWARE, THE SOFTWARE HAS NOT BEEN TESTED IN ALL SITUATIONS UNDER WHICH IT MAY BE USED. IMSI SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR THE RESULTS OBTAINED THROUGH THE USE OF THE SOFTWARE. PERSONS USING THE SOFTWARE ARE RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT AND CONTROL OF THE SOFTWARE INCLUDING, BUT NOT LIMITED TO, THE DETERMINATION OF APPROPRIATE USES FOR THE SOFTWARE, AND THE SELECTION OF THE SOFTWARE AND OTHER PROGRAMS TO ACHIEVE INTENDED RESULTS. USERS OF THE SOFTWARE ARE ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF

INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY PROGRAM OUTPUT, INCLUDING ALL ITEMS DESIGNED BY USING THE SOFTWARE.

Article 4: Term

This Agreement is effective until terminated. You may terminate the license granted by this Agreement at any time by destroying the Software together with all copies thereof. Your rights automatically and immediately terminate without notice from IMSI if you fail to comply with any of the terms and conditions of this Agreement. You agree, upon such termination of the license for any reason, to delete and destroy the Software together with all copies thereof.

Article 5: Export Law Assurance

You agree and certify that neither the Software, nor any other technical data, if any, received from IMSI, nor the direct product(s) thereof, will be exported outside the United States, except as authorized and permitted by the laws and regulations of the United States. If the Software has been rightfully obtained by you outside of the United States, you agree that you will not re-export the Software nor any other technical data, if any, received from IMSI, nor the direct product(s) thereof, except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained the Software.

Article 6: Limited Warranty on Media

IMSI warrants the tangible media on which the Software is recorded, if any is included with this product, to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase, as evidenced by a copy of the receipt. IMSI's entire liability and your exclusive remedy will be replacement of the media not meeting IMSI's limited warranty and which is returned to IMSI or an IMSI authorized representative with a copy of the receipt. IMSI will have no responsibility to replace media damaged by accident, abuse, or misapplication. ANY IMPLIED WARRANTIES ON THE TANGIBLE MEDIA, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY. THIS WARRANTY, WITH RESPECT TO THE TANGIBLE MEDIA, GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

Article 7: Disclaimer of Warranties and Limitation on Liability and Damages; Indemnity

YOU UNDERSTAND AND AGREE THAT IMSI IS MAKING NO WARRANTY THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE SOFTWARE WILL BE ERROR OR BUG-FREE, REGARDING THE SECURITY, RELIABILITY OR PERFORMANCE OF THE SOFTWARE, OR THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK. THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND. TO THE EXTENT PERMITTED BY LAW, IMSI DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ANY CONTENT OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT OR MATERIAL. YOU CAN RECOVER FROM IMSI AND ITS SUPPLIERS ONLY DIRECT

DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES. This limitation applies to, among other things, claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by law, even if repair, replacement or a refund for the software does not fully compensate you for any losses, or IMSI knew or should have known about the possibility of the damages. Nothing in this Agreement is intended to exclude or limit any condition, warranty, right or liability which may not be lawfully excluded or limited. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Therefore, only those above limitations which are lawful in your jurisdiction will apply to you, and IMSI's liability will be limited to the maximum extent permitted by law. You agree to hold harmless and indemnify IMSI and its affiliates, officers, agents, and employees from and against any claim, suit, or action arising from or in any way related to your use of the Software or your violation of the terms and conditions of this Agreement, including any liability or expense arising from all claims, losses, damages, suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In any such event, IMSI will provide you with written notice of such claim, suit, or action which comes to its attention.

Article 8: Product Serial Number and Required Activation

Many of the software programs IMSI produces contain a serial number and activation system designed, in part, to prevent unlicensed or illegal use of the software. If this Software contains such a system, you agree that IMSI may use these measures to protect IMSI against software piracy and other lawful purposes. Software using this system may contain technology that limits the ability to install and uninstall the software on a computer to not more than a finite number of times for a finite number of computers. Software containing this technology requires activation as further set forth in the installation program of the software. The software using this system will operate for only a finite period of time prior to activation by you. During activation, you will be asked to provide your unique product serial number, which is provided with the software, to verify the authenticity of the software. If you do not complete the activation within the finite period of time as prompted by the software, the software will cease to function until activation is complete, which will restore software functionality. In the event that you are not able to activate the software over the Internet, you may contact IMSI Customer Service to complete the activation process, using the information provided by IMSI during activation, or as may be set forth in the documentation accompanying the software. Information collected by IMSI in connection with your use of the Software may be stored and processed wherever IMSI or its agents maintain facilities. Accordingly, by using the Software you consent to any transfer of such information outside your country. You acknowledge and agree that IMSI may access, preserve, and disclose your account information if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: satisfy any applicable law, regulation, legal process, or governmental request; enforce the terms and conditions of this Agreement; detect, prevent, or otherwise address fraud, security or technical issues; respond to user support requests; or protect the rights, property, or safety of IMSI and the public. IMSI will not be responsible or liable for the exercise or non-exercise of rights under this Agreement.

Article 9: General

This Agreement will be governed by the laws of the State of California, without regard to its conflict of law provisions, and you and IMSI agree to submit to the personal and exclusive jurisdiction of the courts located within the county of San Francisco, California. This License constitutes the entire agreement between the parties with respect to the use of the Software and the related documentation, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by a duly authorized representative of IMSI. The failure of IMSI 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 found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement shall remain in full force and effect. The provisions of Articles 2, 3, 5, 6, 7, 8, and 9 shall survive any termination or expiration of this Agreement.