

3D-SUITE END USER LICENSE AGREEMENT (EULA)

This End User License Agreement (hereinafter referred to as "Agreement") is a legal agreement made between you (an individual, company, or any other entity) and Elysium Co. Ltd (hereinafter referred to as "Elysium"). This Agreement contains the terms and conditions that must be complied with if you wish to install and use the 3D-SUITE software application (hereinafter referred to as "3D-SUITE"), one of the software products of Elysium. This Agreement sets forth the terms under which you may install and use 3D-SUITE, and you must agree to its terms and all other matters for which Elysium asks of you for consent when using the 3D-SUITE before continuing with your installation of 3D-SUITE.

IMPORTANT:

PLEASE READ ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT CAREFULLY BEFORE CLICKING ON "I ACCEPT" BELOW. BY CLICKING "I ACCEPT" BELOW AND INSTALLING AND PROCEEDING TO USE 3D-SUITE, YOU ARE ACKNOWLEDGING YOUR ACCEPTANCE OF ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE 3D-SUITE. PLEASE CLICK "I DON'T ACCEPT" BELOW, AND YOU WILL EXIT OUT OF THE 3D-SUITE INSTALLATION PROCESS. ELYSIUM IS WILLING TO PERMIT YOU TO USE 3D-SUITE ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT.

3D-SUITE that you are about to install was developed by Elysium, a Japanese Corporation, in order to permit interoperability among and between certain computer-aided design (or "CAD") programs. Based on the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you agree as follows:

1. Definitions

Computer System means the computer hardware equipment at the location designated as the "Site" on which Customer has elected to install and/or execute Licensed Program(s).

2. License Grant

2-1. License Grant

Elysium hereby grants to you a nonexclusive, non-assignable, non-sublicensable license, for your internal use only for the term of this Agreement, to install and use a single object code copy of 3D-SUITE on designated Computer System, together with any user's guides, specifications, sample models, and other related documentation provided to you or made available online (collectively, the "Documentation"), subject to the terms and conditions of this Agreement.

2-2. Restrictions

To the maximum extent permitted by law, you may not: (i) modify, reverse engineer, decompile, disassemble or attempt to derive the source code of 3D-SUITE; (ii) rent, lease, loan, sell, sublicense, distribute, transmit or otherwise transfer 3D-SUITE to any third party; (iii) make any copy of or otherwise reproduce 3D-SUITE or any portion thereof, except for those copies necessarily made by the personal computer that is running 3D-SUITE; or, (iv) use 3D-SUITE to provide an on-line service or benchmark testing. However, if in case you have prior consent from Elysium, you can edit specific ascii files. Elysium will not guarantee and not be responsible for the quality, performance, security of merchantability, etc. of the edited specific ascii files.

3. Ownership

3-1. Ownership

Elysium retains all rights to 3D-SUITE and the Documentation not specifically granted herein. Elysium owns 3D-SUITE and the Documentation and all copyright and other intellectual property rights therein, and this Agreement transfers to you neither title to nor any proprietary or intellectual property rights in or to 3D-SUITE, any updates or derivative works thereto, or the Documentation, or any copyrights, patent rights, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein. 3D-SUITE and the Documentation are protected by Japanese laws and international treaty provisions.

YOU MAY NOT USE, COPY OR MODIFY 3D-SUITE, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

3-2. Exceptions

The PDF templates (Templates) that are included with "Data Package Studio" are provided to you without restrictions regarding modifications. You may modify the Templates and use modified versions to generate 3D PDF documents to be used internal or distributed externally. We ask you to keep the "powered by Elysium" logotype visible in modified Templates.

4. Your Obligations

You will be solely responsible for the following: (i) providing all hardware, software, and communications capabilities required for use of 3D-SUITE; (ii) generating (or otherwise obtaining) and supplying all original source data for use with 3D-SUITE; (iii) obtaining all licenses and permissions necessary for use of any and all CAD programs (and any associated original source data) that you will use in connection with your use of 3D-SUITE; and (iv) at all times using 3D-SUITE in accordance with the Documentation and any other written instructions provided to you by Elysium.

5. Indemnification

You will indemnify, defend, and hold Elysium harmless from and against any and all claims arising from, in connection with, or related in any way, directly or indirectly, to: (i) your use of 3D-SUITE, the Documentation, or any other materials furnished under this Agreement; (ii) your use or other disposition of products made by use of 3D-SUITE, the Documentation, or any other materials furnished under this Agreement; (iii) your use of any CAD program or related computer software or hardware; or (iv) your breach of any of the terms of this Agreement.

6. Term and Termination

The rights granted herein provide you the right to use this specific version of 3D-SUITE on an Annual (12 month) Term basis. The Maintenance agreement for an initial term of 12 months (the "Initial Term"), beginning on the first day of the calendar month following the first installation of 3D-SUITE, is basically added when you install 3D-SUITE for the first time. After expiration of the Initial Term, the rights granted to you by the Maintenance agreement may be renewed by you for successive twelve-month periods as follows:

(a) At least ninety (90) days prior to the expiration of the Initial Term or of any renewal term, you may send to the Reseller that provided you 3D-SUITE or Elysium notice of your intent to renew the Maintenance and the Reseller or Elysium will then send to you an invoice for an Annual Maintenance Fee. Payment will be due on such invoice within thirty (30) days after the invoice date. Provided that you are current on all other payment obligations to the Reseller or Elysium, upon receipt of your timely paid Annual Maintenance Fee, Elysium will permit your continued use of the upgrade of 3D-SUITE.

(b) You understand and agree that if you permit the Maintenance agreement to expire, you cannot access any subsequent 3D-SUITE version releases.

You may terminate the license and this Agreement at any time by ceasing all use of 3D-SUITE and deleting all 3D-SUITE files (including all copies) from your Computer System. This license will also terminate automatically upon your failure to comply with any of the terms of this Agreement. Upon termination of this Agreement, you agree to promptly destroy all printed copies and delete all electronic copies of any documentation that you have downloaded, printed, or created relating to 3D-SUITE, and to ensure that no copies of any 3D-SUITE screens, data, or other content remain archived or otherwise stored on your computers. Notwithstanding termination, the provisions of Sections 3, 6, 7, 8, and 9, as well as any other provisions that, by their nature, are intended to survive termination, will survive and continue to apply.

If you install 3D-SUITE for the trial use, security features contained in 3D-SUITE will prevent 3D-SUITE from operating upon expiration of the current term. 3D-SUITE CONTAINS A DISABLING CODE THAT WILL DISABLE 3D-SUITE AND RENDER IT UNUSABLE UPON EXPIRATION OF THE PREDETERMINED TERM UNLESS A PASSWORD FILE PROVIDED BY ELYSIUM IS PROVIDED TO THE SOFTWARE. THE PASSWORD FILE WILL BE PROVIDED TO YOU UPON ELYSIUM'S RECEIPT OF YOUR PURCHASE ORDER.

7. Limitation of Liability

You are not entitled to receive damages from Elysium for any cause relating to this Agreement, to your use of 3D-SUITE, to any services provided by Elysium hereunder, or to any services provided by any third party in connection with your use of 3D-SUITE. In addition, in no event will you be entitled to obtain any injunctive relief or otherwise enjoin, restrain, or otherwise interfere with Elysium or with the distribution, operation, development, or performance of 3D-SUITE or any related products.

IN NO EVENT SHALL ELYSIUM BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER ARISING OUT OF YOUR USE OR INABILITY TO USE 3D-SUITE. IN NO EVENT SHALL ELYSIUM BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR LOST BUSINESS OPPORTUNITIES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. AS SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Limited Warranty and Disclaimer

Elysium hereby represents and warrants that 3D-SUITE will, at the time you initiate usage of 3D-SUITE and for a period of thirty (30) days thereafter, substantially conform to the Documentation in effect upon the date of such usage when given normal, proper and intended usage in compliance with Elysium's instructions. In the event of a nonconformance during such period, you agree to promptly report such nonconformance along with all information required by Elysium. Elysium will investigate and remedy any such reported nonconformance in

accordance and use commercially reasonable efforts to remedy such nonconformance. If Elysium is unable to remedy such nonconformance within ninety (90) days after the date Elysium has received all relevant information with respect to such nonconformance from you, your sole remedy under this Agreement is to return 3D-SUITE, delete all copies and all Documentation from your systems and receive a refund of the price you paid. THE FOREGOING IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY ELYSIUM FOR 3D-SUITE AND ELYSIUM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES ON 3D-SUITE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR A COURSE OF DEALINGS BETWEEN THE PARTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ELYSIUM WILL HAVE NO LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF 3D-SUITE OR THE DOCUMENTATION. ELYSIUM DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN 3D-SUITE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF 3D-SUITE WILL BE UNINTERRUPTED OR ERROR FREE.

9. General Provisions

(a) Governing Law

This Agreement shall be governed by and construed under the laws of Germany if the Software is licensed for use in Europe, Middle East, and Africa, the laws of Japan if the Software is licensed for use in Asia-Pacific, and the laws of the state of Michigan if the Software is licensed for use in the United States of America, Canada, Mexico, South America or anywhere else worldwide not provided for in this section.

(b) Force Majeure

If the performance of Elysium under this Agreement is prevented, hindered, or otherwise made impractical by reason of flood, strike, war, acts of government, or any other casualty or cause beyond the control of Elysium, then Elysium will be excused from its performance to the extent and so long as it is prevented, hindered, or delayed by such event(s).

(c) Severability

In the event that any one or more of the provisions contained in this Agreement should, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement.

(d) No Assignment

You may not assign this Agreement or any of the rights granted by Elysium hereunder, in whole or in part, without the prior written consent of Elysium, and any attempt to do so shall be void. This Agreement will be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

(e) U.S. Government Licensee

3D-SUITE and Documentation are "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

(f) Export Control

You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the Export Trade Control Order of Japan and the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as an export controlled item under the Export Laws, you represent and warrant that you are not a citizen of, or located within, an embargoed or otherwise restricted nation (including without limitation Iran, Syria, Sudan, Libya, Cuba and North Korea) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

(g) Acknowledgement and Exclusivity

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND ELYSIUM, AND THAT IT SUPERCEDES ANY PROPOSAL, PRIOR AGREEMENT OR UNDERSTANDING, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND ELYSIUM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE CHANGED, ALTERED, OR MODIFIED EXCEPT BY A WRITING SIGNED BY THE PARTIES.

For further information, please contact: ELYSIUM Co. Ltd. Marketing Group <marketing@elysium.co.jp>

Terms and Conditions for the Documentation

1. Definitions

1. "Documentation" means the electronic data of execution results of Elysium 3D-SUITE (hereinafter referred to as "Software") provided by Elysium Co. Ltd. (hereinafter referred to as "Elysium"), and any form of electronic data for viewing the results of such execution, as well as documents thereof.
2. "Original Data" means the data used to create the Documentation for which Elysium does not own the rights.
3. "Use" means to copy, distribute, or use the Documentation in whole or in parts for business purposes.
4. "Report Creator" means any person who uses the Software and makes use of the Documentation.
5. "Report User" means any person other than the Report Creator, who uses the Documentation.

2. Condition of Use

Elysium grants the Report Creator a non-exclusive right to use the Documentation on condition that the Report Creator complies with the terms and conditions of this Agreement and the Disclaimer.

3. Intellectual Property

1. The attribution of the rights to the content arising from the original data contained in the Documentation shall be the same as the attribution of the rights of the Original Data.
2. All rights to the contents of the Documentation that do not depend on the Original Data such as software functions belong to Elysium.
3. Report Creator shall have no rights with respect to the Documentation other than those granted in this Agreement and Disclaimer.

4. Limitations of Use

1. Report Creator shall not reverse engineer or otherwise analyze the Documentation, and shall oblige any Report User who receives the Documentation from the Report Creator not to reverse engineer or otherwise analyze the Documentation.
2. In using this Documentation, Report Creator is prohibited from engaging in actions that fall under or may fall under the following:
 - (1) Any action that do not comply with the laws, ordinances, or other equivalent regulations of the region in which the Documentation is used.
 - (2) Any action against public order and morals
 - (3) Any action intended for defamation
 - (4) Any action which encourages criminal offense
 - (5) Any action that invades privacy
 - (6) Any action that infringes intellectual property rights (copyrights, design rights, patent rights, trademark rights, etc.)
 - (7) Any other action that infringes on the rights of Elysium or any third party
 - (8) Any action which Elysium deems inappropriate

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5. Limitation on Liability

1. Elysium does not guarantee the accuracy, purposiveness and completeness of the Documentation, and Elysium shall not be liable for any damages incurred by the Report Creator, Report User, or any third party as a result of the Report Creator's or Report User's use of the Documentation.
2. In the event that Elysium suffers damages as a result of the Report Creator 's violation of this Agreement and Disclaimer, the Report Creator shall compensate Elysium for the damages suffered Elysium.
3. In the event the Report User, who receives the Documentation from the Report Creator, violates Paragraph 1 or 3 of the preceding article, and commits a prohibited act, the Report Creator shall compensate for any damages suffered by Elysium as a result of such prohibited act.

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