

## END USER LICENSE AGREEMENT

SOFTWARE: Geometric DFX

**NOTICE TO USER: BY INSTALLING THIS SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ IT CAREFULLY.**

The terms and conditions that follow set forth a legal agreement between you - the end user (either an individual or named company), and HCL Technologies Limited., an Indian company with its registered office at 806, Siddharth, 96, Nehru Place, New Delhi, Delhi, India ("HCL" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns), relating to the Geometric DFX software (the "Software") from HCL that you wish to install.

**THIS LICENSE AGREEMENT (THE "AGREEMENT") SHALL GOVERN YOUR INSTALLATION AND USE OF THE SOFTWARE AND THE PRINTED AND/OR ELECTRONIC USER DOCUMENTATION (THE "DOCUMENTATION") ACCOMPANYING THE SOFTWARE. IF YOU DO NOT ACCEPT OR AGREE WITH THESE TERMS, YOU MAY NOT INSTALL OR USE THE SOFTWARE AND DOCUMENTATION.**

**YOU ARE REQUIRED TO ACCEPT THE TERMS OF THE AGREEMENT BEFORE YOU CONTINUE TO INSTALL THE SOFTWARE. YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT BY CLICKING "I ACCEPT" BELOW.**

This is a license agreement and not an agreement for sale. You agree that the following terms and conditions govern your use of the Software.

### 1. SOFTWARE.

The Software is available in the following versions:

- (a) 15 day trial version
- (b) Paid versions
  - i. Permanent: One-time license fee (with optional Updated Software/Support Policy) OR
  - ii. Subscription: Recurring license fee (time-bound license based on subscription period)

### 2. GRANT OF LICENSE

Upon your acceptance of this Agreement

- (a) You are granted a non-exclusive, non-transferable license to the Software only for a period of 15 days from the date of download if You have downloaded the 15-day trial version. A trial or evaluation license cannot be used for production and is not entitled for any maintenance or support. Any support is at HCL's discretion only.
- (b) You are granted a non-exclusive, non-transferable license to the Software if you have downloaded the paid version and have paid the applicable license fee.

If you have opted for subscription, the software license will expire at the end of the subscription period.

You are eligible to receive new releases, bug fixes, patches and support for the paid version of the Software only if you have opted for subscription license OR if you have opted for the permanent license and enrolled in a 'Updated Software/Support Policy' (USP) with the initial purchase. The USP coverage will be enforced starting with an

established anniversary date being the next 1<sup>st</sup> or 15<sup>th</sup> day of the month, from the date of license issue for a period of 12 months from the established date. On the expiration of such 12 months period referred above, You have the option to enroll in continuing USP coverage (if then available), for receiving new releases, bug fixes, patches and support for the paid version of the Software by paying the relevant annual maintenance fees within thirty (30) days of the USP anniversary date. Failing to maintain USP coverage will cause eligibility to acquire coverage to expire. You will then be required to purchase the same by paying the then prevailing catch up license fees.

### **3. USE OF SOFTWARE AND DOCUMENTATION.**

You may install and use the Software and Documentation only internally in your organization and for your own internal use.

The license schemes which are applicable for the Software depends on Your purchase as well availability of the said schemes for the Software. HCL may at its discretion withdraw or amend/modify any of the following license schemes:

- node locked license
- user license
- floating license
- global license

If You have purchased a node-locked license of the Software, You may use the Software only on a single computer system. If You change the computer, then You will have to delete the Software from the previous computer system. You may not install or use the Software on more than one computer system concurrently. If You wish to use the Software on several computer systems concurrently, You will have to purchase an equivalent number of software licenses.

If You have purchased user licenses of the Software, the Software shall be checked out to a particular user and will be accessed only by the same user and the total number of users will be limited only to the number of user licenses purchased for a particular company site ('site' for the purpose of this EULA means a location identified by one postal address) and the total number of users will not exceed the number of user licenses purchased by You.

If You have purchased a floating license of the Software, You may install and access the Software on any number of computers at a company site, provided however the number of concurrent users at any time shall not exceed the number of licenses purchased by You and the maximum number of users sharing each license does not exceed three (or a mutually agreed number defined in the purchase order).

If You have purchased a global license of the Software, You may install and access the Software on any number of computers in all company sites, or within a defined region as defined in the purchase order, provided however the number of concurrent users at any time shall not exceed the number of licenses purchased by You and the maximum number of users sharing each license does not exceed three (or a mutually agreed number defined as purchase order).

The Software is licensed in two formats based on as mutually agreed in the purchase order:

- interactive (with a Graphical User Interface and 3D Viewing capabilities) and
- non-interactive or batch (use through the Command Prompts or Automation Scripts or Application Program Interfaces).

An interactive version of the Software cannot be used through any automated means, including but not restricted to scripts, batch files, emulators or any others means other than direct manual input by You, to control the operation.

The Software and Documentation may not be transferred, sold, assigned, sublicensed or otherwise conveyed (whether by operation of law or otherwise) to another party without HCL's prior written consent and payment of then current site license transfer fees. Your use of the Software shall always be subject to the provisions of Section 2 above. Except as stated in this Agreement, You are not granted any other rights or licenses in respect of the Software or Documentation.

- 4. COPY RESTRICTIONS AND OTHER RESTRICTIONS.** You may not copy the Software or Documentation except that you may make one copy for back-up and archival purposes or for download and installation purposes. You may not modify or adapt the Software in whole or in part (including but not limited to translating or creating derivative works) or reverse engineer, decompile or disassemble the Software or otherwise attempt to discover the source code of the Software as it contains trade secrets of HCL or its licensors. You may not use the Software for timesharing, rental or service bureau purposes. You shall not remove any copyright notices or other proprietary notices from the Software or Documentation. Results of benchmark or other performance tests run on the Software may not be disclosed to any third party without HCL's prior written consent.
- 5. COPYRIGHT AND OWNERSHIP.** The Software and Documentation are owned by HCL or its licensors, and are protected by copyright laws and international treaty provisions. You acquire only the non-exclusive, non-transferable right to use the Software and Documentation as permitted herein and do not acquire any rights of ownership in the Software or Documentation.
- 6. USE OF DATA** You must supply HCL or requesting agent "Geometric Americas, Inc" with required registration information and agree that HCL and/or Geometric Americas, Inc may identify you or your company as a user of the Software to its potential customers and may incorporate your non-proprietary data produced using the Software in HCL's brochures and other marketing materials.
- 7. CONFIDENTIAL INFORMATION.** Any business and technical information that HCL designates as confidential or proprietary and all information regarding the Software constitute confidential information of HCL ("Confidential Information"). HCL, at its sole discretion, may disclose such Confidential Information. However, you may not disclose to any third party any Confidential Information without the prior written consent of HCL. Furthermore, you agree to limit access to Confidential Information to your authorized employees that have executed appropriate

confidentiality agreements with you that protect the Confidential Information consistent with the requirements of this Agreement. The restriction regarding disclosure of Confidential Information does not extend to any Confidential Information that you can establish: (a) is now or hereafter becomes generally available to the public other than as a result of your breach of this Agreement, (b) is disclosed or made available to you by a third party without restriction and without any breach of confidentiality obligation, (c) was independently developed by you without access to or use of the Confidential Information, or (d) is approved for disclosure by HCL in writing.

**8. TERMINATION.** HCL may terminate your license to use the Software and Documentation if you commit a breach of the terms of this Agreement. Upon termination, you shall cease using the Software and Documentation and shall destroy all copies of the Software and Documentation in any form. All disclaimers of warranties and limitations of liability shall survive any termination of this Agreement. The provisions regarding Confidential Information shall survive for five years following termination of this Agreement.

**9. (A) LIMITED WARRANTY, EXCEPTIONS & DISCLAIMERS [This subsection is applicable ONLY if You pay for the Software]**

**a. Limited Warranty.** HCL warrants that the Software will be free of defects in materials and workmanship and will perform substantially in accordance with the Documentation for a period of ninety (90) days from the date of purchase by you. HCL's entire liability and your sole remedy under this warranty shall be, at HCL's discretion either (a) to use reasonable efforts to repair or replace the nonconforming media or Software or (b) to refund, or to cause its distributor or reseller to refund, the price you paid for the Software upon return of the nonconforming Software and a copy of your receipt. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days from the date of receipt by you, whichever is longer.

**b. Exceptions.** HCL's limited warranty is void if breach of the warranty has resulted from (i) accident, misuse or neglect of the Software; (ii) acts or omissions by someone other than HCL; (iii) combination of the Software with products, material or software not provided by HCL or not intended for combination with the Software; or (iv) failure by you to incorporate and use all updates to the Software available from HCL. HCL does not warrant that the Software will meet your requirements or that the operation of the Software will be uninterrupted or error free.

**c. Limitations on Warranties.** The express warranty set forth in this Section 9(A) is the only warranty given by HCL with respect to the Software and Documentation furnished hereunder and any service supplied from time to time; HCL makes no other warranties, express, implied or arising by custom or trade usage, and specifically disclaim the warranties of merchantability and fitness for a particular purpose (except during the period of the express warranty stated above). In no event may you bring any claim, action or proceeding arising out of the warranty set forth

in this Section 9(A) more than one year after the date on which the breach of warranty occurred.

- d. Limitations on Liability. The liability of HCL, whether in contract, tort or otherwise, arising out of or in connection with the Software or Documentation furnished hereunder and any service supplied from time to time shall not exceed the license fee you paid for the Software or any fee you paid for the service. In no event shall HCL be liable for special, indirect, incidental, punitive or consequential damages (including without limitation damages resulting from loss of use, loss of data, loss of profits or loss of business) arising out of or in connection with the use of or inability to use the Software or Documentation furnished hereunder and any service supplied from time to time, even if HCL has been advised of the possibility of such damages.

(B) "AS-IS" WARRANTY & DISCLAIMERS [This subsection is applicable if You do not pay for the Software]

- a. "AS-IS" Warranty. HCL provides the Software to you AS IS and without a warranty of any kind. HCL does not warrant that the Software will meet your requirements or that the operation of the Software will be uninterrupted or error free.
- b. Limitations on Warranties. The express warranty set forth in this Section 9(B) is the only warranty given by HCL with respect to the Software furnished hereunder. HCL makes no other warranties, express, implied or arising by custom or trade usage, and specifically disclaim the warranties of merchantability and fitness for a particular purpose.
- c. Limitations on Liability. The Software has been provided to you at no charge. In no event shall HCL be liable for special, indirect, incidental or consequential damages (including without limitation damages resulting from loss of use, loss of data, loss of profits or loss of business) arising out of or in connection with the use of or inability to use the Software furnished hereunder, even if HCL has been advised of the possibility of such damages.

10. **USAGE ANALYTICS FOR SOFTWARE IMPROVEMENT.** The Software uses third party software to help HCL and/or Geometric Americas, Inc to collect, maintain, process and use analytics data related to the manner in which You use the Software. All the data HCL or Geometric Americas, Inc collects using this software is anonymous and HCL and Geometric Americas, Inc will not store any IP addresses or personally identifiable information. The information collected by this software is required by HCL and/or Geometric Americas, Inc to assist in our continuous efforts to develop and enhance the Software HCL and/or Geometric Americas, Inc offers to its end users. You have choices when it comes to the data you share. When we ask you to provide usage data, you can decline."

11. **EXPORT.** You agree to fully comply with all laws and regulations of the United States, India and other countries ("Export Laws") to assure that neither the Software or any direct products thereof are (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical or biological weapons production.
12. **GOVERNING LAW; COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties with respect to the Software and Documentation and is governed by the laws of the Republic of India without reference to its rules regarding conflicts of law.
13. The English language version of this Agreement shall be the authorized text for all purposes, despite translations or interpretations of this Agreement into other languages. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible and the remainder of this Agreement shall remain in full force and effect.