eMachineShop End-User License Agreement ("EULA")

READ THIS CAREFULLY:

1. **INTRODUCTION:**
   1.1. MLC is delighted that you have chosen to acquire the eMachineShop software application (which, together with any upgrades, modified versions or updates made available to you, are collectively referred to as the "Software"), and looks forward to a long-term, mutually beneficial relationship with you. Please note that any capitalized terms not expressly defined herein, shall carry the same meaning ascribed to them in the MLC Terms of Use ("ToUs"). Further the specific terms of the ToUs shall stand incorporated by reference *mutatis mutandis* as if specifically incorporated herein.
   1.2. The EULA addresses both the use of the Software, and the ordering and fabrication of Custom Parts for you according to specifications that were designed and created by you in the Design using the Software.
   1.3. Many of the topics and issues addressed in the EULA are also mentioned in various places (e.g., the FAQ and Help sections) on the Site. While we strive for consistency in all that we do, in the event of any conflict between the Site and the EULA, the EULA shall control.
   1.4. This EULA is a binding legal agreement between MLC, as Licensor, and "You" (i) in your individual capacity or (ii) in your capacity as authorized representative of another person, company or other legal entity, together with that person, company or other legal entity for whose benefit you acquire, install and/or use the Software, as Licensee. By clicking the "I ACCEPT" button at the end of the EULA or by copying, installing, distributing, uploading, launching, accessing or using the Software and/or its bundled and/or online supporting documentation (collectively, "Documentation"), or any portion thereof, You, the User confirm that You have entered into the EULA, and acknowledge that You are bound by its terms.
   1.5. If You do not agree, or do not wish to bind Yourself to the terms and conditions of the EULA, then: (1) do not copy, install, distribute, upload, launch, access or otherwise use the Software and/or Documentation, or any portion thereof; (2) select “I DECLINE” at the end of the EULA (which will cancel the installation of the Software); and (3) delete each and every copy of the Software from each and every computer in Your possession and/or under Your control, and destroy all Documentation in Your possession and/or under Your control.
   1.6. Copying, installing, distributing, uploading, launching, accessing or using the Software and/or Documentation, or any portion thereof, in any manner that is not explicitly permitted by the EULA, absent prior written permission from MLC is unauthorized, constitutes a material breach of the EULA, is an infringement of MLC’s copyright and/or other
intellectual property rights in the Software and Documentation, and may subject You to civil damages and/or criminal penalties.

2. **GRANT OF LICENSE:**
   Upon acceptance of the Software License (defined below) and/or use of the Software in any manner specified in Paragraph 1 above:

   2.1. MLC grants You a non-exclusive, non-transferable, limited license, without the right to further sub-license (the "License") to use the Software and Documentation. The License is conditioned upon Your continuous compliance with all of the terms, conditions, limitations and restrictions described in this EULA. If You violate any of these terms, conditions, limitations or restrictions, then notwithstanding any other rights and remedies available to MLC, the License shall automatically and immediately terminate.

   2.2. The License granted pursuant to this EULA is a single, stand-alone, individual user License. You may install, launch, use and display the object code version of the Software on one (1) individual computer, which may not be connected to a network in a manner that allows more than one (1) user to access, upload, download, operate, view or otherwise create or use a copy of the Software and/or the Documentation. You may use the Software on only one (1) computer at any one time, however You may transfer the Software from one computer to another.

   2.3. Subject to the terms and conditions of this EULA, and predicated upon Your continuous compliance therewith, the License is effective until terminated. You may terminate this License at any time by destroying the Software and all Documentation in Your possession and/or under Your control, as well as each and every backup copy thereof. Without prejudice to any other rights, MLC shall have the right to terminate this EULA and Your License thereunder if You fail to comply with the terms and conditions of this EULA. In such an event, You must destroy all copies of the Software and all Documentation in Your possession, as well as each backup copy thereof, immediately.

   2.4. This EULA supersedes and replaces the end-user license agreements for all previously-installed and/or previously-used versions of the Software.

3. **SOFTWARE USE:**

   3.1. You may not copy, install, distribute, upload, launch, access or use the Software and/or Documentation, or any portion thereof, except as expressly authorized by the EULA, or MLC in writing.

   3.2. You may make one (1) copy of the Software solely for backup or archival purposes, or transfer it to a single hard disk, provided that You keep the original solely for backup or archival purposes. In any event, the archival copy may not be accessed as long as another copy of the Software is installed on any computer. If the Documentation is supplied to
You in printed form, it may not be copied; and if the Documentation is supplied to You in electronic form, it may not be printed or copied and then distributed to, or used by, anyone other than You.

3.3. The Software is licensed to You as a single product, and its components may not be separated for distribution or use on more than one (1) computer unless expressly permitted by Micro Logic Corp.

3.4. You may not modify, translate, adapt, arrange, or create derivative works based upon the Software or the Documentation, or any part thereof, for any purpose.

3.5. You may not reverse engineer, decompile, disassemble, decrypt, or otherwise access, discover, analyze, or recreate the source code of the Software, or attempt to do so, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction. Where You have statutory rights with regard to software, which are in contradiction of this restriction, You shall, prior to exercising those rights, provide MLC with reasonably detailed information regarding any intended disassembly or decompilation of the Software. In addition to the foregoing, You shall not decrypt any encrypted portion of the Software unless doing so is necessary for the licensed use of the Software.

3.6. You may not utilize any equipment, device, software, or other device or means to circumvent or remove any form of copy protection used by MLC in connection with the Software, or use the Software together with any authorization code, serial number, or other copy protection device not authorized by, and supplied by or on behalf of, MLC.

3.7. You may not distribute, rent, loan, lease, sell, resell, sublicense, or otherwise transfer all or any portion of the Software or the Documentation, or any rights granted in this EULA, to any other person or entity, or allow any portion of the Software or Documentation to be copied onto another individual’s or entity’s computer, without the prior written consent of MLC.

3.8. You may not install or use, or upload or facilitate the distribution of, the Software or Documentation over the Internet, including, without limitation, use in connection with a Web hosting or similar service, or make the Software or Documentation available to third parties via the Internet, Your computer system or otherwise, without the prior written consent of MLC.

3.9. You may not remove, alter, or obscure any proprietary notices, labels, splash screens, or marks from the Software or Documentation.

3.10. You may not alter, reconfigure or modify the Software in order to enable features or functionality different from what is described in the Documentation.

3.11. MLC in its sole discretion, may discontinue ongoing support for, or refuse to accept Orders containing any Designs created with, outdated versions of the Software. It is recommended that You upgrade the Software regularly to the Current Version. Certain features of the Software may not be forward-compatible with future versions of the Software.
and use of such features with future versions of the Software may require the replacement of the Current Version of
the Software and the purchase/acquisition of the applicable future version of the Software from MLC.

3.12. Use, Safety and Utility. Computer-aided design software and other technical software applications are tools intended
to be used by qualified individuals. They are not substitutes for professional judgment. They are intended to assist with
product design and are not substitutes for independent testing of product stress, safety, reliability, and suitability for
specific tasks. Due to the large variety of its potential applications, the Software has not been tested in all situations
under which it may be used. MLC shall not be liable in any manner whatsoever for the results obtained through the
use of the Software. MLC DOES NOT WARRANT THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET YOUR
REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.
YOU ARE SOLELY RESPONSIBLE FOR THE DETERMINATION OF APPROPRIATE USES FOR THE SOFTWARE
AND THE SELECTION OF THE SOFTWARE AS APPROPRIATE TO ACHIEVE INTENDED RESULTS. YOU ARE
ALSO SOLELY 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. You acknowledge that the Custom Parts designed with the Software and ordered from
the Site were not designed by MLC, nor does MLC have any control over their design, or their use or misuse once
they have been delivered to You. It is Your responsibility to create a safe design and provide proper safety devices
and equipment to safeguard the operator and nearby persons from harm for any particular use, operation, or setup,
and to adequately conform to all Federal, State, and Local government legal and safety standards, and all industry
safety standards. Additionally it is Your responsibility to fully inspect all received parts for design conformity, variation
in material selection, defects in fabrication, defects in material uniformity or strength, and all other matters that could
affect safety.

4. INTELLECTUAL PROPERTY:
4.1. This EULA is a license, not a sale, of the Software and Documentation. Your right to use the Software and
Documentation pursuant to this EULA confers no title, ownership or intellectual property rights to You. MLC retains full
and complete ownership, title and all rights and interests, including but not limited to copyright, trade secret and other
intellectual property rights, in and to the Software and Documentation, and all copies made thereof. Certain third party
software included with or incorporated into the Software is subject to additional terms and conditions imposed by
MLC’s third party licensors, who are intended beneficiaries under this EULA and who may protect their rights in their
respective portions of the Software directly against You. All rights not expressly granted in this EULA are reserved by
MLC.
4.2. The structure, organization, and code of the Software are valuable trade secrets of MLC and its third party licensors. The Software and Documentation are protected by law, including but not limited to the copyright laws of the United States and other countries, and by international treaty provisions.

5. LIMITED WARRANTY; DISCLAIMERS; INDEMNIFICATION:

5.1. LIMITED WARRANTY. MLC warrants that the Software will perform substantially in accordance with the Documentation as it exists on the date of Your acquisition, and that the media on which the Software is furnished, if any, and any hardware lock or other copy protection device or scheme incorporated into or accompanying the Software, will be free from defects in materials and workmanship under normal use, for a period of ninety (90) days from the date of Your receipt of the Software. Non-substantial variation of performance from the Documentation does not establish a warranty right. If an implied warranty which cannot be disclaimed is created by statute in Your jurisdiction, then You also have a statutory implied warranty BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (i.e., 90 DAYS). THERE IS NO WARRANTY OF ANY KIND APPLICABLE TO ANY DEFECTS DISCOVERED AFTER THE 90-DAY PERIOD. Any supplements, updates or upgrades to the Software provided to You after the expiration of the 90-day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory. MLC’s entire liability, and Your exclusive remedy for any breach of this Limited Warranty or any other liability relating to the Software shall be, at MLC’s option, either (a) repair or replacement of Software that does not meet the terms of this Limited Warranty, or (b) a refund of the amount paid (if any) for Software that does not meet the terms of this Limited Warranty, resulting in the immediate termination of this EULA and of Your License hereunder. In order to pursue Your remedy hereunder, You must first return said Software to MLC together with adequate proof of purchase/acquisition, the date and manner of purchase/acquisition, and the purchase price (if any). Some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to You. This warranty gives You specific legal rights. You may have other rights that vary from jurisdiction to jurisdiction. THIS LIMITED WARRANTY DOES NOT APPLY TO PRE-RELEASE (BETA) COPIES OF SOFTWARE. You accept that no Software is error free and You are strongly advised to backup all important files on all of Your computers on a regular and timely basis, as well as immediately prior to the installation of any new application. This Limited Warranty is void if failure of the Software or Documentation has resulted from accident, abuse, misapplication, abnormal use, virus/worm infection, or service or modification by someone other than MLC. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.
5.2. DISCLAIMER OF WARRANTIES. THE LIMITED WARRANTY DESCRIBED IN PARAGRAPH 5.1 IS THE ONLY EXPRESS WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER EXPRESS WARRANTIES OR SIMILAR OBLIGATIONS (IF ANY) CREATED BY ANY ADVERTISING, DOCUMENTATION, PACKAGING, OR OTHER COMMUNICATIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MLC PROVIDES THE SOFTWARE AND DOCUMENTATION AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND, WHETHER VERBAL OR WRITTEN, EXPRESS OR IMPLIED. OTHER THAN THE LIMITED WARRANTY DESCRIBED IN PARAGRAPH 5.1, MLC HEREBY DISCLAIMS EXPRESSLY ALL OTHER WARRANTIES AND CONDITIONS, WHETHER VERBAL OR WRITTEN, AND WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, RESULTS, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, SATISFACTORY QUALITY, QUIET ENJOYMENT, QUIET POSSESSION, CONDITION OF TITLE, CORRESPONDENCE TO DESCRIPTION, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ACCURACY OF INFORMATIONAL CONTENT, ACCURACY OR COMPLETENESS OF RESPONSES, WORKMANLIKE EFFORT, LACK OF VIRUSES, AND/OR LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE AND/OR DOCUMENTATION, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE AND/OR DOCUMENTATION, OR OTHERWISE ARISING IN ANY WAY OUT OF THE USE OF THE SOFTWARE AND/OR DOCUMENTATION. YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE AND ANY ITEMS DESIGNED THERewith. NO VERBAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MLC, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, LICENSORS, SUPPLIERS, DISTRIBUTORS, CO-BRANDERS OR OTHER PARTNERS, AND EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY. THIS WARRANTY DISCLAIMER AFFECTS YOUR LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

5.3. NO INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. WHETHER RELATING TO THE AFOREMENTIONED LIMITED WARRANTY OR OTHERWISE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MLC, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, LICENSORS, SUPPLIERS, DISTRIBUTORS, CO-BRANDERS OR OTHER PARTNERS, OR EMPLOYEES BE LIABLE FOR ANY GENERAL, SPECIAL, INCIDENTAL, PUNITIVE, DIRECT, INDIRECT, CONSEQUENTIAL OR
EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING, WITHOUT LIMITATION, THAT OF GOOD FAITH OR REASONABLE CARE, NEGLIGENCE, AND 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 AND/OR DOCUMENTATION, THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR CUSTOMER SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING IN ANY WAY OUT OF THE USE OF THE SOFTWARE AND/OR DOCUMENTATION, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA. IN ADDITION, IN NO EVENT SHALL THE LIABILITY OF MLC, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, LICENSORS, SUPPLIERS, DISTRIBUTORS, CO-BRANDERS OR OTHER PARTNERS, OR EMPLOYEES FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE AND/OR DOCUMENTATION AND/OR THIS EULA EXCEED THE AMOUNT PAID OR PAYABLE BY YOU FOR THE SOFTWARE PRINCIPALLY RESPONSIBLE FOR SUCH DAMAGES. ALL LIMITATIONS, EXCLUSIONS AND DISCLAIMERS UNDER THIS EULA SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND SHALL APPLY TO ANY DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, EVEN IF MICRO LOGIC CORP. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ANY REMEDY AVAILABLE FAILS ITS ESSENTIAL PURPOSE.

5.4. RELEASE AND WAIVER. To the maximum extent permitted by applicable law, You hereby release and waived, on an ongoing basis, all claims against MLC and its subsidiaries, affiliates, officers, directors, agents, licensors, suppliers, distributors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorney fees) of every kind and nature, arising from or in any way related to or connected with use of the Software, Documentation and/or Custom Parts. You expressly waive any rights that You may have under California Civil Code §1542 (which states, in part, that “[a] general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor”), if any, and/or under any equivalent or analogous law, statute or regulation.
5.5. **INDEMNIFICATION.** You shall indemnify and hold harmless MLC against any and all claims, costs, demands, damages, assessments, actions, suits or other proceedings, liabilities, judgments, penalties, fines or amounts paid in settlement, expenses, or attorneys’ fees (collectively, “Claims”) arising out of, connected with or related to the foregoing warranties and representations, and any of Your obligations under the Agreement. The Claims covered hereunder include, but are not limited to, all judgments, settlements, losses, liabilities, court/ADR costs, fines, attorney’s fees, penalties, and other litigation/negotiation/ADR costs and expenses arising out of, connected with or related to such claims, demands, complaints or actions.

5.6. The disclaimers of warranties and damages and limitations on liability set forth in this EULA, and the warranties, representations and indemnification obligations set forth in Paragraph 5.5 of this EULA, are ongoing and shall survive any termination of this EULA; but this does not, and will not, imply or create for You any continued right to use the Software or Documentation after termination of this EULA.

6. **MISCELLANEOUS**

6.1. **Termination.** This EULA shall terminate automatically if You fail to comply with any of its terms. No notice shall be required from MLC to effectuate such termination. You may also terminate this EULA at any time by notifying MLC in writing of termination. Upon any termination of this EULA, You must uninstall and destroy all copies of the Software and Documentation in Your possession or under Your control.

6.2. Your License does not imply any rights to future upgrades or updates of the Software. The acquisition and/or use of any upgrades or updates of the Software is governed by this EULA and its amendments (unless and until superseded by a future version’s EULA), and may be subject to additional payments and conditions.

6.3. This EULA is the final, complete and exclusive agreement between You and MLC relating to the Software and/or Documentation, and supersedes any previous communications, representations, or agreements between the parties, whether verbal or written, regarding the subject matter hereof. Any additional or different terms and conditions not expressly set forth herein are neither binding nor controlling. To the extent that the terms of any MLC policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

6.4. MLC does not control, endorse or accept responsibility for websites or online services provided by third parties, including but not limited to software download sites. Any dealings between You and any third party in connection with a website, including delivery of and payment for goods and services and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such third party.

6.5. MLC may collect and use technical information that You provide in connection with Your use of the Software.
6.6. U.S. GOVERNMENT RESTRICTED RIGHTS. All MLC products and documentation are commercial in nature. The Software and Documentation are “Commercial Item(s),” as that term is defined and used in 48 CFR 2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 CFR 12.212 or 48 CFR 227.7202, as applicable. The Software and Documentation are proprietary to MLC, and are provided to the User for use with RESTRICTED RIGHTS. Use, duplication, or disclosure by the United States Government or any agency, department, or instrumentality thereof is subject to the restrictions set forth in this EULA, pursuant to, inter alia, Federal Acquisition Regulations (“FAR”), 48 CFR 12.212, 48 CFR 12.211 and 52.227-19, the DOD FAR Supplement (“DFARS”), 48 CFR 227.7202-3, the NASA FAR Supplement, 48 CFR 1852.227-86, and their respective successors. Unpublished-rights reserved under the copyright laws of the United States. Contractor/Manufacturer is Micro Logic Corp., 31 Industrial Ave, Mahwah, NJ 07430.

6.7. No Assignment; Insolvency. This EULA and your rights hereunder are non-assignable and any purported assignment shall be void. The EULA and any license granted hereunder shall terminate immediately, without further notice or action by MLC, if you become bankrupt or insolvent, or go into liquidation or receivership.

6.8. Injunctive Relief. You specifically acknowledge and agree that the remedies at law for any breach or threatened breach by You of this EULA will be inadequate and that—notwithstanding anything contained herein to the contrary, MLC, in addition to all other relief available to it (including punitive, compensatory or other damages), shall be entitled to immediate temporary and permanent injunctive relief — in the United States, in Your country, and anywhere in the world — without the necessity of showing or proving actual damages.