

Maintenance Terms

This document provides details of Tech Soft 3D's Software maintenance terms ("Maintenance Services").

To receive the following Maintenance Services, a Tech Soft 3D customer ("Customer") must have a current annual "Maintenance Contract" for the licensed Tech Soft 3D Software product.

1. With a paid annual Maintenance Contract, Tech Soft 3D shall provide the following Maintenance Services:

- 1.1 Tech Soft 3D will provide Customer technical support to a maximum of four (4) named Customer technical support contacts ("Customer's Technical Maintenance Contacts").
- 1.2 Tech Soft 3D will provide prioritized, web-based maintenance services for the Software to be accessed by Customer's Technical Maintenance Contacts via Tech Soft 3D's Customer portal at <http://www.tetra4d.com>. "Software" means any Tech Soft 3D software for which Customer has obtained a perpetual license from Tech Soft 3D. For the avoidance of doubt, Software does not include Adobe Acrobat. Maintenance for Acrobat can be purchased separately. If Customer purchases maintenance support for Acrobat from Tech Soft 3D, Tech Soft 3D will make the most current update to Acrobat available to Customer and Adobe's then current standard support terms will apply.
- 1.3 Tech Soft 3D will provide code corrections, as may be required to correct Software malfunctions, in order to bring the most current version of the Software into substantial conformity with applicable documentation in all material respects. If Customer encounters a problem in the usage of the Software, Customer will provide Tech Soft 3D with sufficient detail to permit Tech Soft 3D to understand and reproduce the problem. Tech Soft 3D will use commercially reasonable efforts to diagnose the problem and if it is mutually determined by Customer and Tech Soft 3D that the problem represents an error in the Software that causes it to not operate in substantial conformity with applicable documentation in any material respect, Tech Soft 3D will use commercially reasonable efforts to provide a fix release to Customer. In addition, Tech Soft 3D may, at its sole discretion and from time to time, make fix releases available to users of the Software with current Maintenance Contracts.
- 1.4 Tech Soft 3D shall make available to Customer, at no additional charge, all updates for the Software that Tech Soft 3D makes generally available to its customers at no additional charge to make the Software current. If Customer's Maintenance Contract has lapsed, late renewal fees apply as of the first (1st) day of the month following the contract's expiration date. Customers must renew lapsed maintenance and pay applicable late fees prior to receiving any additional Maintenance Services, including upgrades. Contracts renewed with late fees start on the day of the renewal purchase and run for 12 months. If the Customer's Maintenance Contract has lapsed more than four (4) years, Customer must purchase a new product license including first year's maintenance contract fee. Customers with active maintenance are entitled to continue receiving and installing all new releases of the Software. This includes all products within any bundled software "Package" or "Suite," including Adobe Acrobat, for which you have an active 12-month maintenance contract.
- 1.5

Customer shall have unlimited access to Tech Soft 3D's Customer portal on Tech Soft 3D's web site at <http://www.tetra4d.com>. The Customer portal is provided for all Tech Soft 3D Software product customers who have a license to use the Software. License keys are available to each such customer via Tech Soft 3D's Customer portal. Support is provided by

logging into your Customer portal and only available to those Customers with an active annual Maintenance Contract.

- 1.6 Should Customer choose to provide Tech Soft 3D with remote access to Customer's systems, Customer hereby grants permission to Tech Soft 3D to remotely access the Software from an external computer controlled by Tech Soft 3D, including any and all of Customer's systems on which the Software resides, for the sole purpose of providing Maintenance Services to Customer. **CUSTOMER ACKNOWLEDGES THAT IT MAY CONTROL ALL TECH SOFT 3D ACCESS TO THE SOFTWARE AND TO CUSTOMER'S SYSTEMS BY SELECTING A "HIGH" SECURITY SETTING AND MONITORING ALL SUCH ACCESS.**
- 1.7 Tech Soft 3D shall undertake commercially reasonable efforts to: a) acknowledge receipt of a service request from a Customer Technical Maintenance Contact (a "Service Request") within the time allotted ("Response Time"). This will generally be via the same medium of communication by which the Service Request was reported; b) provide a short status report to Customer within a reasonable time; and c) resolve the Service Request by providing a remedy that could take the form of eliminating the defect, providing updates, or demonstrating how to avoid the effects of the defect with reasonable commercial effort. The remedy may include error corrections, patches, bug fixes, workarounds (i.e. temporary solutions used to complete a task that would not otherwise be possible due to a problem or limitation in the affected Software products), replacement deliveries or any other type of software or documentation corrections or modifications. Each party acknowledges that despite a party's commercially reasonable efforts, not all problems may be resolvable. Processing time for Tech Soft 3D starts from the date and time when Tech Soft 3D's Software products support team acknowledges receipt of a Service Request. If the Service Request cannot be resolved within a commercially reasonable timeframe, the Service Request may be escalated within the Tech Soft 3D products support organization or to those companies from which Tech Soft 3D licenses component technology.

2. Software License.

The Software is licensed to Customer for use subject to all the terms and conditions of the Tech Soft 3D End User License Agreement ("EULA") which is part of the electronic installer for the Software, unless Customer has a written license agreement with Tech Soft 3D in which case such agreement shall govern Customer's use of the Software. Customer agrees and acknowledges that any and all new or upgraded copies of the complete Software provided hereunder are for replacement of the copies of the Software previously licensed to Customer and are not provided as additional copies. Copies of the Software that are replaced must be destroyed. Nothing in this Maintenance Contract shall be construed as increasing the number of copies of the Software licensed to Customer.

3. Annual Maintenance Fee/ Initial Term and Renewals.

The "Annual Maintenance Fee" shall be the fee provided at www.tetra4d.com as amended from time to time. The initial term for Maintenance Contract is one (1) year following the Start Date, unless otherwise stated. Tech Soft 3D will provide Customer with a renewal reminder in advance of expiration of the then-current term for Maintenance Services. Tech Soft 3D, in its own discretion, may adjust the maintenance yearly fees after the first year term.

4. Right to Discontinue or Modify Services.

Customer acknowledges that Tech Soft 3D has the right to discontinue the manufacture and development of any of the Software and the maintenance for that Software, including the

distribution of older Software versions, at any time in its sole discretion, provided that Tech Soft 3D agrees not to discontinue the maintenance for the then current version of the Software during the current annual term of this Contract, subject to the termination provisions herein. Notwithstanding the foregoing, if Tech Soft 3D discontinues the manufacture and maintenance for a particular piece of Software, maintenance services for any remaining Software covered by this Maintenance Contract shall not be adversely affected. Tech Soft 3D reserves the right to alter this Maintenance Contract, from time to time, by providing email notice to Customer and posting the changes on Tech Soft 3D's website, using reasonable discretion but in no event shall such alterations result in: (a) diminished Maintenance Services from the level of support set forth herein; (b) materially diminished obligations for Tech Soft 3D; or (c) materially diminished rights of Customer. Tech Soft 3D shall provide Customer with sixty (60) days prior written notice of any material changes to the Maintenance Services contemplated herein.

5. Limitation of Liability.

TECH SOFT 3D DOES NOT GUARANTEE, REPRESENT OR WARRANT CONSULTATION RESULTS, IDENTIFICATION OF ALL VIRUSES, OR THAT ALL ERRORS AND BUGS WILL BE CORRECTED. IN NO EVENT SHALL TECH SOFT 3D'S OR TECH SOFT 3D'S LICENSORS' TOTAL CUMULATIVE LIABILITY TO CUSTOMER (FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THE MAINTENANCE SERVICES PROVIDED UNDER THIS MAINTENANCE CONTRACT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO TECH SOFT 3D FOR THE MAINTENANCE SERVICES IN THE ANNUAL MAINTENANCE TERM IN WHICH SUCH LIABILITY AROSE.

6. Proprietary Rights.

The Software is licensed, not sold. All intellectual property rights, including all copyrights and patent rights, in and to the Software shall, at all times, remain with Tech Soft 3D or its licensors. Tech Soft 3D and its licensors reserve all rights in the Software not expressly granted to Customer. Physical copies of the Software remain the property of Tech Soft 3D. Customer must fully reproduce any copyright or other notice marked on any part of the Software on all authorized copies and must not alter or remove any such copyright or other notice.

7. Termination or Expiration.

This Maintenance Contract may be terminated by Tech Soft 3D for any of the following reasons: (a) failure of Customer to pay for the annual Maintenance Services; (b) abusive or fraudulent use of Maintenance Services by Customer; (c) for Customer's breach of the EULA; or (d) Customer's violation of Tech Soft 3D's proprietary rights. If Tech Soft 3D terminates this Maintenance Contract as a result of any of the foregoing, Customer shall immediately cease use of the Software, delete the Software from all computer systems on which it resides, and return to Tech Soft 3D any media containing the Software as well as any related materials and execute and provide to Tech Soft 3D a certificate of destruction. The Parties acknowledge that sections 2, 5, 6, 7, 8 and 9 shall survive expiration or termination of this Maintenance Contract.

8. No Assignment or Transfer.

Customer may not assign this Agreement or its license or rights in the Software to any other party or to any other device not supported by these Maintenance Services. For avoidance of doubt, a Customer must maintain an active Maintenance Contract and account in order to receive the benefits provided herein. In the event of expiration or termination of the Maintenance Contract, Customer is expressly prohibited from assigning, transferring, or

otherwise disposing of its license. Any assignment or transfer in violation of the foregoing shall be null and void.

9. General Provisions.

This Maintenance Contract and the EULA supersedes all other written and oral proposals, purchase orders, prior agreements, and other communications between Customer and Tech Soft 3D concerning the subject matter hereof and constitutes the entire agreement between Tech Soft 3D and Customer regarding provision of Maintenance Services. This Maintenance Contract shall be governed by the laws of the State of California without reference to conflict of law principles; Customer consents to the personal jurisdiction of the state and federal courts located in Alameda County, California. If any action at law or in equity is necessary to enforce the terms of this Maintenance Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled. Non-performance of either party shall be excused to the extent that performance is rendered impossible by fire, flood, earthquake, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.