LICENSING CONTRACT

This contract defines the conditions under which the companies of the GRAITEC Group grant the right to use its software to the client. Contract acceptance must be confirmed by the client for the installation procedure to proceed. The client expressly accepts that confirming the licensing contract means that they accept GRAITEC's terms and conditions and that the confirmation will be evidence of acceptance.

1. Definition of software

GRAITEC has designed and developed or distributes the software programs referred to in this contract and its functions are clearly indicated in the software manuals. These programs are the result of studying needs and of technical development decisions; they are intended for the widest possible distribution, an essential condition for their continuing existence.

Each stage of development, corresponding to a distributed version, improves the ergonomics of the software making it easier to use, to improve it in response to users' comments, to create new functions to meet specific needs, to improve how it operates, or to adapt it to new technical environments. It is impossible, at any given stage of development, for the software to meet all the specific demands of each user or production site.

2. Purchase in full knowledge of the facts

The client, who knows the software by having seen it in operation or having questioned GRAITEC about how it works, must consider their own needs and check whether the software will help them to achieve their objectives, either under their own responsibility or with the aid of their advisers. The client recognizes that they are solely responsible for achieving this. The client considers that this software does meet their needs and wishes GRAITEC to grant them a software license, which they are given in the conditions described below. The client thereby recognizes that the technical development decisions cannot be criticized on the basis of their particular needs, that they accept the software in its present state of development and declares that they are satisfied with it as it stands.

The client must check that his hardware and software configuration meets the system requirements needed to install and use the software. This information is available on the web site www.GRAITEC.com and in the Installation Guide, available with software documentation. Upon signing the purchase order the customer acknowledges and accepts the terms of the system requirements. This configuration is subject to change without notice and it is up to the customer to check the prerequisites for each new software update or operating system update.

It is also beholding to the client to ensure that the technical environment in which the GRAITEC solution is located does not cause any malfunctions. In particular, the technical environment may include the computer network, the configuration of the machines linked to the system, the wireless communication systems, etc.

3. Intellectual property

GRAITEC grants the client the non-exclusive and non- transferable right to use the software acquired, from the date they accept the present contract and pay for the licenses, for the specified period and the price stated in the order. The client is reminded that the rights are granted on the condition subsequent that the price agreed under the conditions of Clause 17 is paid. This fee does not cover the automatic acquisition of new versions of the software; the client can obtain the right to use these either by placing a new order directly with the GRAITEC, or by taking out a software maintenance contract.
In no circumstances does accepting this contract transfer to the client any claim to the intellectual property rights held by GRAITEC on its software, manuals or brands.
The client must comply very precisely with the conditions of the present licensing contract at the risk of committing an act of piracy severely sanctioned by law.
The client agrees to take every precaution to avoid divulging software specifications or manuals, such as to infringe GRAITEC's rights.
Only the client may use the software; in no circumstances may the client allow other people to use it, even free of charge. The software may not be sold without the permission of GRAITEC. In the case of a sale of the business, lease management, a takeover or any other transaction which involves the license-holder's assets

being transferred to a third party, GRAITEC must be informed. If the client damages GRAITEC's intellectual property rights he must pay an irreducible lump-sum penalty of 15,000 € for each infringement discovered, without prejudice to any damages that may be awarded to GRAITEC by the courts.

4. License Restrictions

The client acknowledges that the software, and its structure, organization, interfaces, object code and source code constitute valuable and confidential trade secrets of GRAITEC. The client shall have no rights in or to the source code for the software. The client shall not, nor shall the client permit any third party to: (a) modify, adapt, alter, translate, or create derivative works of the software or the Documentation; (b) merge the software with other software, other than as described in the software manuals or as approved in writing by GRAITEC; (c) sublicense, distribute, sell, use for Application Service Provider purposes, use for service bureau use, use as concurrent use, lease, rent, loan or otherwise transfer the software or the software manuals to any third party; (d) reverse engineer, decompile, disassemble, or attempt to derive the Source Code for the software; (e) expose or disclose GRAITEC's application program interface (API), direct interface or any other of the internal interfaces of the software to any subdistributor, end user or other third party; or (f) otherwise use or copy the software or the software manuals.

The client shall not and may not permit any party to develop and sell or license any extension to the software which directly or indirectly invokes any part of the software. Any party distributing a program which relies on the software to execute at runtime is required to enter into a license agreement with GRAITEC to obtain such rights.

5. Ownership

The software, the software manuals, GRAITEC's and GRAITEC's licensor's logos and all intellectual property rights to each of the foregoing, are the exclusive property of GRAITEC and GRAITEC's licensors. Any rights not expressly granted to the client in this agreement are reserved by GRAITEC and its licensors.

6. Web services

The use of certain software functionalities requires access to Web services. Because of this, the client accepts that these functionalities are operational only with a stable Internet connection when they are being used. These functionalities could be altered in the event of malfunction of the servers on which the web services in question are hosted. In this case, GRAITEC will implement all reasonably available means to restore these services as soon as possible.
The functionalities that are the subject to web services are mentioned in the software documentation or on the GRAITEC website.

7. Non-payment

In the event of non-payment at the scheduled dates, GRAITEC will be entitled to demand the immediate payment of all sums due. Any lateness in payment will automatically incur, after formal notice to pay has been sent by recorded delivery, the application of interest at the contractual rate of 1.5% per month.
If the debtor's insolvency forces GRAITEC to call in a debt-collection service, the sum due will automatically be increased by a lump sum compensation of 15% so as to cover the cost of debt collection, with a minimum of €500 before tax, and this will be independent of any damages. If the matter goes to court, the debtor will be charged for the graduated tax of the bailiff responsible for recovering it.

8. Professional responsibility

Design, Analysis and Detailing software is inherently designed to facilitate or accelerate the resolution of technical problems regularly met by construction professionals. The results of the calculations are dependent on the data that the user is trying to process. The client must check the accuracy of each individual item or source of data. The client should also check whether the software is indeed the best way of solving the specific problem, and whether the output is technically compatible with their project.

The mathematical methodology used in carrying out the calculations are recognized methods that have been adopted by GRAITEC because they seem to be the most suitable for solving the problems posed and for processing by a computer. The technical manual gives the information necessary in principle for understanding how the data is processed. This information may not be as full as the client would like; if this is the case they can ask GRAITEC's technical department who will give them all necessary information.

The client is reminded that, depending on the specific details of the case, not all references and writers are in agreement on the methods to use. The results may be notably different, and the professional should check in every case the accuracy of their calculations and that the method used is the most suitable for solving their problem. The software is only a tool to make the clients work easier; it is not a substitute for their responsibility.

The Production Management Software is designed to assist users in managing the production and manufacturing of items. In no case should it be considered that this system replaces the responsibility of professionals who manage the manufacturing process. Trained professionals retain full responsibility for the operation of the production shop.

9. Installation at the client's expense

Installing the software is the client's responsibility. If the client requests it, GRAITEC can install the software on condition that the client's computers are compatible with the technical specifications necessary for such installation. It will be invoiced on the basis of contractually defined financial conditions.
As a software house, GRAITEC cannot be held liable if malfunctions arise because of malfunctions or inadequacies of the client's computers. If in doubt, the client should have his computers checked by their usual technical supplier.

10. Procedure for allocating Activation Codes to allow the software to be used

10.1. Installation and Registration

On installation of the software the client will be granted temporary access to use the software immediately either automatically, or by means of a temporary license and activation code provided by GRAITEC. Once the temporary period is exceeded the client will need to obtain a new Serial Number and an Activation Code, corresponding to the software purchased from GRAITEC, in order to continue to use the software in accordance with Clause 17 of the present contract. Unless a final Activation Code is obtained under the conditions stated in Clause 17, the operation of the software will time-out and can only be reactivated by GRAITEC providing a new Activation Code.

The client has the option of installing GRAITEC software on the computer of their choice and transferring the license from one computer to another. To do this, the client must follow the procedure described in the technical manual for the software.

The client will not interfere with or attempt to disable the Activation Code mechanism in the software or to otherwise create a workaround for use of the software without an Activation Code.

The client will be required to provide registration information to GRAITEC upon placing the order for the software.

10.2. Change of hardware
If the client changes their hardware they must make sure to return their license to the GRAITEC server, following the instructions in the software technical manual before disposing of the old computer. The license can be reinstalled on the new computer using the procedure described in the software technical manual.

10.3. Theft
If the hardware is stolen without the client having revived the license, GRAITEC will issue the client a new definitive Activation Code on condition that the client proves the theft has actually taken place by sending GRAITEC the following documents:
-    the report given to the police,
-    the declaration of theft made to the insurance company, giving a list of the stolen equipment and software installed on that equipment, and details of their value,
-    the receipt from the insurance company for this declaration.

10.4. Damage
If the hardware becomes damaged to the extent that it is unusable and it is impossible to resurrect the purchased license, the client may ask GRAITEC for a new Activation Code, subject to Clause 17 and sending GRAITEC the following:

- A statement from a computer technician saying that it is impossible to get the computer operating again.
- When in doubt GRAITEC are entitled to claim the hard disk of the now unusable computer on which the GRAITEC software was installed.

10.5 Evaluation license and educational license

Evaluation licenses are intended to evaluate GRAITEC software and their use for production purposes on actual projects is not permitted. Otherwise, the user agrees to acquire a commercial license from Graitec.

The same conditions apply for the use of educational licenses that must be used exclusively in the context of educational purposes.

11. Induction training

GRAITEC draws the client's attention to the fact that, to get the best possible advantage from the software, it is advisable to receive induction training. GRAITEC will provide any client who wishes with the necessary training to manage the software correctly. This training will be invoiced on the basis of financial conditions contractually defined between the client and GRAITEC.
The client is reminded that, even after following this training, that they must continue the learning process until they are completely familiar with the functions of the software.

12. Setting parameters and programming

Using Application Programming Interfaces (APIs) provided by GRAITEC, the client can write computer programs to develop routines ("macros") using GRAITEC's software functions. Any such routines or specific parameters that the client may create must only be used within the client's own business or by one of its subsidiaries. Notwithstanding the foregoing software provided by GRAITEC may include third party software, GRAITEC does not grant any license rights express or implied in this agreement to API's provided by licensors of GRAITEC.

GRAITEC cannot be held responsible for any malfunction arising from these routines or these specific parameters. In any event, the client is not permitted to transfer (give, sell, lend, etc.) the parameters or the program created, to third parties, without the prior written agreement of GRAITEC.

13. Privacy and use of information

The Corporate Officer of the user organization and the user agree that Graitec may obtain certain information and data (including, without limitation, personal information) through customer support, various web forms or processes such as license activation, anti-piracy checks, software update or setup audit. Personal data might be used to detect, prevent, or otherwise address fraud and software piracy (e.g., to confirm that software is genuine and properly licensed) and to protect you, Graitec, and third parties in furtherance of our legitimate interests.

14. CONFIDENTIAL INFORMATION

"Confidential Information" means non-public information that is either expressly identified in this contract as being Confidential Information or is conspicuously labeled as being a party's Confidential Information. Confidential Information may be disclosed orally, in writing or electronically and may consist of software (including Source and Object Code), technical data, research, product plans, inventions, processes, designs, business plans, and marketing, financial or other non-public business information. The software, the Activation Codes described in Section 10.1, and the software manuals shall be deemed GRAITEC's Confidential Information, notwithstanding any failure to mark or identify them as such.

14.1. **Non-Use and Non-Disclosure.** During the term of this contract and for a period of three (3) years thereafter, the receiving party: (a) shall use at least the same degree of care to protect the disclosing party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than a reasonable degree of care to avoid disclosure; (b) may disclose the disclosing party's Confidential Information only to its employees (i) who have a need to know for purposes of this contract and (ii) who, prior to receiving access to such Confidential Information, have executed a written confidentiality agreement containing terms and conditions that are at least as protective of such Confidential Information as the terms and conditions of this contract; (c) may disclose Confidential Information only to its contractors and agents

and other third parties (i) to whom such disclosure has been previously authorized in writing by the disclosing party and (ii) who, prior to receiving access to such Confidential Information, have executed a written confidentiality agreement containing terms and conditions that are at least as protective of such Confidential Information as the terms and conditions of this contract; (d) shall promptly report any impermissible disclosure or use of any Confidential Information to the disclosing party, (e) may make a reasonable number of copies of Confidential Information solely as necessary to perform its obligations under this contract, and (f) shall use the disclosing party's Confidential Information only as contemplated in this contract. Upon the reasonable request of the disclosing party, the receiving party shall provide the disclosing party with written evidence of its compliance with this Section.

14.2.   **Exceptions.** The nondisclosure and non-use obligations set forth in Section 14.1 above shall not apply to information that the receiving party can demonstrate through competent written proof: (a) is already in the possession of the receiving party without any obligation of confidentiality at the time the information was received from the disclosing party, (b) is or becomes publicly available without breach of this section by the receiving party, (c) is independently developed by the receiving party without reference to any Confidential Information of the disclosing party, (d) is rightfully received by the receiving party from a third party without an obligation of confidentiality, or (e) is released for disclosure by the disclosing party by written consent. In addition, the receiving party will be allowed to disclose Confidential Information of the disclosing party solely to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that the receiving party notifies the disclosing party of such required disclosure promptly and in writing prior to disclosure and cooperates with the disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

15. Software guarantee

The software is supplied on an "as is" basis, and GRAITEC cannot guarantee that there are no remaining bugs. If errors are found, the client should immediately notify GRAITEC and give them all the information necessary to trace the cause.
GRAITEC guarantees the software for one month from its delivery to the client. This guarantee will consist of supplying updates of the software to the client to correct the major errors discovered.
GRAITEC cannot guarantee that the software is suitable for a particular task or suited to the needs of the client.
The guarantees mentioned in this clause override all others.
Any travel or site visits will be invoiced according to the price scales in force at the time of the work.

16. Disclaimer of Warranties of GRAITEC's licensor

GRAITEC disclaims any and all representations, warranties, or guarantees on behalf of its licensor, Spatial Corp. and Spatial Corp.'s licensors.

17. Condition subsequent

Failure to pay invoices sent by GRAITEC for the purchase of software, fifteen days after they fall due, will automatically lead to the cancellation of the rights granted, without it being necessary to give the client formal warning. Once the provisional Activation Code that the client has been given has automatically run out, the software will be prevented from operating and cannot be unlocked until GRAITEC provides a new Activation Code, after money owing has been paid.
The locking of the software does not invalidate the contract, and the client is still obliged to comply with it by paying the outstanding debt.

18. Cancellation

The present contract may also be cancelled by GRAITEC after sending formal notice and receiving no response for more than 2 weeks after its receipt, in the following cases:
- If the client fails to meet any one of his obligations under the present contract or its appendixes;
- If there is a breach of intellectual property rights.
- If the client becomes bankrupt or goes into administration.
This cancellation may also involve any appropriate action for damages.

19. Limitation of GRAITEC's responsibility

Unless agreed otherwise in a specific written document that has been signed by an officer of GRAITEC, GRAITEC's responsibility is limited to compensation for damages resulting directly from a proven fault on its

part. Indirect damages or loss are excluded, such as delays, loss of production, loss of profits, financial costs, commercial loss, or action taken against the client by third parties. In any event, the compensation which the client may claim cannot exceed the price ex VAT of the software paid by the client. In no circumstances is GRAITEC responsible for the financial consequences of the theft, loss or destruction of the software license. The client is required to inform their insurer that they have bought the software and the value shown on the sale contract.

20. Miscellaneous

GRAITEC cannot be held responsible to the client for failing to meet the client's obligations or for a delay in the client fulfilling a contract, if due to force majeure or any other cause beyond his reasonable control.
This contract also applies in the case of a software evaluation.
The invalidity of any clause of the present contract does not invalidate the contract as a whole.
The provisions of the present contract and its appendixes, which form an integral part of it, can only be amended by a written rider signed by both parties.
The present contract overrules and replaces all of any agreements or commitments, oral or written, agreed or signed between the parties prior to the present contract.
This contract confers rights and remedies upon GRAITEC's licensor, Spatial Corp., a Delaware Corporation, as a third party beneficiary of this contract.

21. Jurisdiction and competent courts

The present contract is governed by **French law.**
Any disputes over the interpretation or the performance of the present contract which cannot be resolved amicably will be brought before **the Paris courts** which have sole jurisdiction, even in the event of proceedings against a guarantor or multiple defendants. In cases of jurisdiction based on the subject-matter, only the courts in Paris will have jurisdiction.