

Revised September 25, 2018
IMPORTANT NOTICE!

PLEASE READ THIS STATEMENT AND THE SOFTWARE LICENSE AGREEMENT COMPLETELY BEFORE USING THIS SOFTWARE. **YOU MUST ACCEPT THE TERMS OF THIS LICENSE BEFORE YOU CAN OPERATE THE SOFTWARE PROGRAM.**

BY CLICKING ON THE BUTTON MARKED “YES” BELOW, OR BY CONTINUING TO USE THIS SOFTWARE, YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) INDICATE YOUR INTENTION TO BE BOUND BY AND ACCEPT THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT. IF THE LICENSEE UNDER THIS SOFTWARE LICENSE AGREEMENT IS A CORPORATION, A LIMITED LIABILITY COMPANY, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS SOFTWARE LICENSE AGREEMENT ON BEHALF OF THE LICENSEE HEREUNDER AND BIND SUCH LICENSEE TO ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR OTHERWISE USE THIS SOFTWARE AND WILL IN FACT BE PROHIBITED FROM DOING SO. THIS COMPUTER SOFTWARE MAY BE USED ONLY PURSUANT TO THE TERMS AND CONDITIONS SET FORTH BELOW, AND SOLELY IN CONJUNCTION WITH THE ACCOMPANYING SECURITY MECHANISM(S) (UNLESS OTHERWISE SPECIFIED IN THE “EXCEPTIONS TO SECURITY MECHANISM REQUIREMENTS” SECTION OF SUCH TERMS AND CONDITIONS) WHICH MUST BE PRESENT ON YOUR COMPUTER (OR NETWORK AS APPLICABLE) AT ALL TIMES DURING SUCH USE.

If you are using a localized version of Mastercam, this Software License Agreement may be displayed in a local language. To insure the content and accuracy of this agreement, the localized version is for your convenience only. In all cases, the original English language version shall govern as the legal document. If not provided herein, the English language version can be obtained at www.mastercam.com/en-us/Company-Info/Legal, or by contacting CNC Software, Inc. directly.

Please Note: Your Company may have additional restrictions and guidelines in place regarding the use of this Software that are in addition to those found within this Software License Agreement. If You have any questions or concerns as to the existence of any such additional restrictions or guidelines, You should consult with your supervisor or your IT Department before using this Software.

Read This If You Have Received This Software From A Third Party: If You received this Software from someone other than CNC Software, Inc., or an authorized CNC Software, Inc. representative, You do not have a legal software license. (For example, if You acquired possession of this Software simply by buying a machine or Software from the former owner or from an auction, You do not have a valid license.) You should contact CNC Software, Inc. through the Contact Us page at www.mastercam.com in order to determine the status of your license. **Use of this Software without a valid software license is unlawful, a violation of the Copyright Act and may expose You to criminal liability under 17 United States Code Sec. 506, including**

finances and damages. International users may be exposed to additional fines and damages based on the laws of your country.

Software License

If You have paid a license fee for a perpetual or a limited term license, CNC Software, Inc. (“CNC”) a Connecticut corporation with its principal place of business at 671 Old Post Road, Tolland, Connecticut, 06084 hereby grants to You a non-exclusive, non-transferable license (the “License”) to use this software program and its accompanying documentation (and, if applicable, to permit your authorized employees to use them) for the term of the license, solely in accordance with the terms and conditions of this Software License Agreement. You may use the Software solely for your internal business purposes and solely in conjunction with the accompanying hardware or software device, method, scheme or other security measure provided by CNC which allows a user to access the Software and prevents unauthorized access to the Software (the “Security Mechanism”). This is not a sale. You do not obtain any rights to this Software except as expressly set forth in this License. You do not have the right to sell, sub-license or otherwise provide this Software to any third party, even if You sell the machine that uses the Software. The Software, any updates to the Software through purchase or due to enrollment in an authorized Software Maintenance program (including any that You download through the Internet), and the Documentation in printed or electronic form shall hereinafter collectively be referred to as the “Software” and are all governed by this License.

Restrictions

You may not use the Software without a Security Mechanism provided by CNC or CNC’s suppliers. When CNC or CNC’s authorized representatives provide You with a single-user Security Mechanism, the Software may only be used (in executable code form only) on a single computer to which the Security Mechanism is physically attached, or installed in the event of a software mechanism. In the event CNC or CNC’s authorized representatives provide You with a multiple-user Security Mechanism for use over an internal network (a “Network Security Mechanism”), the Software may be used: (a) in executable code form only; (b) only on end-user computers that are connected to the internal network to which the Network Security Mechanism is attached or installed; and (c) only by the number of users and accessed by the number of end-user computers for which Licenses were purchased and as further allowed by the Network Security Mechanism. You may physically transfer the Software from one computer equipped with a single-user Security Mechanism to another only if the Security Mechanism is included in the transfer and is installed with the new computer.

You shall not: (a) copy (except as provided below), adapt, or modify the Software; (b) publish, display, disclose or create a derivative work from the Software or any part thereof; (c) de-compile or translate, disassemble, create or attempt to create, by reverse engineering or otherwise, the source code form of the Software from the executable code of the Software; (d) remove any proprietary notices, labels or marks from the Software; (e) sell, rent, lease, distribute or otherwise transfer, provide or disclose, all or any part of the Software to any person or entity without the prior written consent of CNC; (f) use the Software to provide outsourcing, service bureau, time sharing or other services to any third party; or (g) sublicense, assign, delegate or otherwise transfer

your rights in the Software, under this Software License Agreement or any of the related rights or obligations for any reason without the prior written consent of CNC. You shall not circumvent, bypass, modify, reverse engineer, disassemble, disable, alter, enhance or replicate the function of the Security Mechanism(s) in any manner whatsoever. Any attempt to do so shall result in automatic termination of this License without prejudice to all other legal rights and remedies of CNC.

CNC takes all legal steps to eliminate piracy of their software products. CNC will pursue (both civilly and criminally) those who do so using all legal means available, including public and private surveillance resources. In this context, the Software may include a security mechanism that can detect the installation or use of illegal copies of the Software, or lost or stolen serial numbers, and collect and transmit data about those illegal copies. Data collected will not include any customer data created by using the Software and the data collection is not performed on users of legally licensed software from CNC and its authorized distributors. By using the Software, You consent to such detection and collection of data, as well as its transmission and use if an illegal copy is detected. CNC also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to the Software. You may not take any steps to avoid or defeat the purpose of any such measures.

To the extent Mastercam processes personal data pursuant to this Agreement, any such personal data shall be processed in accordance with our privacy policy (available online at www.mastercam.com/en-us/Company-Info/Legal/PrivacyPolicy).

Audit and Compliance

CNC shall have the right to audit or request You to audit Your use of the Software and Documentation to verify Your compliance with this agreement, including but not limited to comparing the number of products in use to the number of effective licenses issued in Your name. Should CNC perform said audit, You agree to give CNC (or representatives authorized by CNC) reasonable access to Your facilities and records for purposes of conducting these audits. CNC will give You at least fifteen (15) days advance notice before conducting an audit. Audits will be conducted during normal business hours and no more than once per year, unless CNC has a good-faith basis for believing that more frequent audits are warranted. By requesting an audit, if such inspections or audits disclose that You have installed, accessed or permitted access to the Software in a manner that is not permitted under this Agreement, then You shall be liable to pay for any unpaid license fees as well as the reasonable costs of the audit. CNC does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

Copying Restrictions

The license under this Software License Agreement grants You the right, exercisable solely through You and Your authorized users (if any), to download, copy and install in accordance with the Documentation one (1) copy of the Software on a single computer, machine, or network, as applicable. You may make a reasonable amount of copies of the Software for backup or archival purposes, provided that (i) You shall not, and shall not allow any person to, install or use any such copy(ies) other than if and for so long as any copy installed in accordance with the preceding

sentence is inoperable; (ii) You uninstall or otherwise delete such inoperable cop(ies); and (iii) You reproduce all proprietary notices of CNC on any such cop(ies). All copies of the Software made by You will be the exclusive property of CNC, will be subject to the terms and conditions of this Software License Agreement, and must include all trademark, copyright, patent, and other intellectual property rights notices contained in the original.

Non-Transferable

This license is not transferable. You may not transfer or assign the Software or this Software License Agreement or any rights or obligations hereunder. Any attempt to do so will automatically terminate this License without the need for notice. This termination is without prejudice to all other legal rights and remedies of CNC.

Intellectual Property Rights

The Software is and includes intellectual property of CNC. All associated intellectual property rights, including, without limitation, worldwide patent, trademark, copyright and trade secret rights, are reserved by CNC. CNC retains all right, title and interest in and copyrights to the Software, regardless of the form or media in or on which the original or other copies may subsequently exist. This Software License Agreement does not constitute a sale of the Software and no title or proprietary rights to the Software are transferred to You hereby. You acknowledge that the Software is a unique, confidential and valuable asset of CNC, and CNC shall have the right to seek all equitable and legal redress which may be available to it for the breach or threatened breach of this Software License Agreement including, without limitation, injunctive relief. Unauthorized copying of the Software or failure to comply with the above restrictions shall result in automatic termination of this License and this Software License Agreement without prejudice to all other legal rights and remedies of CNC.

Confidentiality

You acknowledge that the Software contains proprietary trade secrets of CNC and You hereby agree to maintain the confidentiality of the Software using at least as great a degree of care as You use to maintain the confidentiality of your own most confidential information. You agree to promptly communicate the terms and conditions of this Software License Agreement to those persons employed by You who come into contact with the Software. You are responsible in the event of a breach of confidentiality by any of your employees or agents. You shall use your best efforts to ensure their compliance with such terms and conditions, including, without limitation, absolutely preventing such persons to use any portion of the Software for the purpose of deriving the source code of the Software or defeating the Security Mechanism(s).

Enforcement Obligations

In the event You become aware that any person or entity in your employ or under your control is using the Software in a manner not authorized by this Software License Agreement, You shall immediately take all steps necessary to stop such unauthorized use of the Software. You shall

promptly notify CNC in writing of any unauthorized use of the Software of which You become aware.

Limited Warranties

CNC WARRANTS THAT, AS OF THE DATE THE SOFTWARE IS MADE AVAILABLE TO YOU VIA DOWNLOAD AND FOR A PERIOD OF 90 DAYS THEREAFTER (THE “WARRANTY PERIOD”), THE SOFTWARE WILL PROVIDE THE FEATURES AND FUNCTIONS GENERALLY DESCRIBED IN THE DOCUMENTATION AND THAT THE MEDIA ON WHICH THE SOFTWARE IS FURNISHED, IF ANY, WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP. THE FOREGOING LIMITED WARRANTY EXCLUDES DEFECTS ARISING OUT OF ACCIDENT, NEGLIGENCE, MISUSE, FAILURE OF ELECTRIC POWER AND CAUSES OTHER THAN ORDINARY AND AUTHORIZED USE. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, THE SOFTWARE IS PROVIDED “AS IS, WITH ALL FAULTS.” THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY CNC REGARDING THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CNC DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CNC IS NOT OBLIGATED TO PROVIDE ANY UPDATES TO THE SOFTWARE.

Sole and Exclusive Remedy for Breach of Warranty: YOUR SOLE AND EXCLUSIVE REMEDY AND CNC’S SOLE OBLIGATION HEREUNDER SHALL BE, AT CNC’S SOLE OPTION (i) REPLACEMENT OF THE DEFECTIVE MEDIA; OR (ii) REFUND OF THE PURCHASE PRICE OF THE SOFTWARE. CNC SHALL HAVE NO OTHER OBLIGATION OR LIABILITY TO YOU ARISING FROM OR RELATED TO THIS LICENSE OR YOUR USE OF THE SOFTWARE. ANY USE BY YOU OF THE SOFTWARE IS AT YOUR OWN RISK, AND YOU ARE RESPONSIBLE AND LIABLE FOR ALL USES OF THE SOFTWARE AND DOCUMENTATION THROUGH ACCESS THERETO PROVIDED BY CNC, DIRECTLY OR INDIRECTLY.

Note on Documentation: While CNC makes every effort to ensure that its Documentation for the Software is accurate and up-to-date, it cannot guarantee the Documentation at all times represents the latest operation and functionality of the Software. The content of all documentation, in electronic or printed form, for the Software is provided for informational purposes only. The content of the Documentation may be changed without notice to You. **CNC expressly disclaims any warranty or representation that the Documentation is an accurate and/or current reflection of the Software’s operation and performance.**

Disclaimer of Consequential Damages and Limitation of Liability

IN NO EVENT WHATSOEVER WILL CNC, OR ITS EMPLOYEES, SHAREHOLDERS, DISTRIBUTORS OR AUTHORIZED REPRESENTATIVES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS SOFTWARE LICENSE AGREEMENT OR THE USE OF THE

SOFTWARE, EVEN IF CNC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, CONSEQUENTIAL DAMAGES SHALL INCLUDE, WITHOUT LIMITATION, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND LOSS OF OR DAMAGE TO ANY PRODUCTS THAT THE SOFTWARE IS USED IN CONJUNCTION WITH. THIS DISCLAIMER SHALL REMAIN IN FULL FORCE AND EFFECT, EVEN IN THE EVENT THAT YOUR SOLE AND EXCLUSIVE REMEDY SHALL FAIL OF ITS ESSENTIAL PURPOSE.

CNC'S ENTIRE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SOFTWARE LICENSE AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF THE LICENSE FEE PAID BY YOU FOR THE SOFTWARE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IF YOU ARE IN SUCH A JURISDICTION.

The disclaimers and restrictions set forth above shall apply regardless of the nature of your claims, be they based in contract, warranty, tort, strict liability or otherwise.

Indemnification

You shall indemnify and hold harmless CNC, its officers, directors, employees, authorized representatives and agents (the "Indemnified Parties") from and against all losses, settlements, claims, actions, suits, proceedings, judgments, awards, damages, liabilities, costs and expenses including, without limitation, reasonable attorneys' fees (collectively "Losses") which arise out of or are related to any breach of this Software License Agreement by You or your employees, agents, authorized representatives, dealers or sub-dealers, and shall reimburse the Indemnified Parties for any and all legal, accounting and other fees, costs and expenses reasonably incurred by any of them in connection with investigating, mitigating or defending any such Losses.

Third Party Indemnification

CNC shall indemnify and defend, at its sole expense, You, against any costs and damages, including reasonable attorney fees and costs, arising from any suit, claim, action or proceeding (each, a "Claim") brought by a third party alleging that the Software infringes the intellectual property rights of a third party provided that You shall promptly notify CNC of the claim and, at CNC's expense, provide commercially reasonable cooperation with CNC's defense. If the Software is found to be infringing, CNC, at its discretion, shall (i) modify the Software so as to be non-infringing and yet materially equivalent to the pre-modified Software, and extend this indemnity thereto, or (ii) procure a license for You to continue using the Software. If these options are not available, CNC will refund to You the amount paid only for the affected Software Product upon return of the Product. CNC is not responsible for infringement claims resulting from any unauthorized use of the Software.

Educational Pricing

If this Software was obtained through or in accordance with a CNC “Educational Pricing” plan, option, grant, schedule or program, it may not be used by anyone, including You, to conduct any computer aided design, computer aided drafting, computer aided machining, or training activities that, directly or indirectly, generate or otherwise result in monetary revenues for the benefit of any individual or any entity, other than the school that originally received this Software.

Termination

This Software License Agreement is effective until terminated. You may terminate this Software License Agreement at any time by returning to CNC all copies of the Software under your control and by returning the Security Mechanism to CNC. CNC may terminate this Software License Agreement if CNC determines, in its sole discretion, that You have violated the terms of this Software License Agreement. Upon termination of this Software License Agreement for any reason, You agree to immediately return to CNC all copies of the Software, return the Security Mechanism to CNC, or in the case where the security mechanism is incorporated into the software code, provide proof that the software Licensing Mechanism has been removed or disabled. Additionally, an officer of your entity must certify within ten (10) business days to CNC in writing that all known copies, including backup copies, have been returned. All provisions relating to confidentiality, proprietary rights, indemnification and non-disclosure shall survive the termination of this Software License Agreement. **You may not transfer this Software to the purchaser of any equipment on which the Software may be resident. You may not transfer this Software via liquidation, bankruptcy, auction, close of business, or any other method that does not involve approval by CNC. This License is for You alone. You acknowledge that in the event of your breach of your obligations under this Section, that CNC would incur damages, but that the damages may be of a nature that would be difficult to determine with particularity. You agree that the liquidated damage amount of \$25,000 per unlicensed seat that is used as a result, directly or indirectly, of your actions is a reasonable estimate of the damages CNC would incur and that this amount is a negotiated liquidated damage figure and is not a penalty.**

General

This Software License Agreement shall be governed by and construed in accordance with the laws of the state of Connecticut, USA without regard for Connecticut’s conflicts of law principles. The sole and exclusive jurisdiction and venue for any litigation arising from or related to this Software License Agreement or the subject matter hereof shall be in a state or federal court located in Connecticut. You hereby submit to the personal jurisdiction of the US District Court for the District of Connecticut and the Superior Court of the State of Connecticut. This Software License Agreement shall constitute the entire agreement between You and CNC with respect to the subject matter hereof. Any waiver or modification of this Software License Agreement shall be valid only if it is in writing and signed by both parties hereto. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be interpreted so as to reasonably affect the intention of the parties.

Attorneys' Fees

In the event that CNC is required to take legal action to enforce its rights under this Software License Agreement and obtains a ruling or settlement in its favor, You shall be liable to CNC for its reasonable attorneys' fees and costs (including, but not limited to, its cost of any internal investigation, court or arbitration costs and witness fees), and its reasonable attorneys' fees and costs (including, but not limited to, its court costs and witness fees) incurred as a result of any appeal taken by You from a lower court or arbitration judgment in favor of CNC.

U.S. Government Restricted Rights

The Software provided hereunder is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, the Software made available to the United States of America, its agencies and/or instrumentalities, is provided with only those rights set forth in this Agreement. Use, duplication or disclosure of the Software by the government is subject to the restrictions as set forth in subparagraph (b) (1) and (2) of the Commercial Computer Software-Restricted Rights clause at 48 C.F.R. 52.227-19, as amended, or any successor regulations thereto.

Export Restrictions

You represent and warrant that You will not, without obtaining prior written authorization from CNC and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, export or re-export, directly or indirectly, the Software from the United States to (i) any country destination or entity to which export is restricted by the Export Administration Regulations of the United States Department of Commerce; (ii) any country or entity subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (iii) such other countries or entities to which export is restricted by any other United States government agency. You further agree that You are solely responsible for compliance with any import laws and regulations of the country of destination of a permitted export or re-export, and any other import requirement related to a permitted export or re-export.

Exceptions to Security Mechanism Requirements

CNC software programs Mastercam Demo/Home Learning Edition and Mastercam QuickPart, as well as printed and electronic documentation, do not require the use of Security Mechanisms, and the provisions in this Software License Agreement relating to Security Mechanisms do not apply to your use of such programs, provided, however, that such provisions shall apply to your use of all other Software and documentation provided hereunder. In addition, Mastercam Demo/Home Learning Edition is a limited term license and will permanently time out and expire approximately 2 years after the initial release of that version.

Survival

All provisions of this Software License Agreement relating to confidentiality, non-disclosure, CNC's proprietary rights, disclaimers, and limits of liability, attorneys' fees, or indemnification by Customer shall survive termination of this License for any reason.

Reservation of Rights

All rights not expressly granted are reserved by CNC.

Trademarks

Mastercam® is a registered trademark of CNC Software, Inc.

Mastercam X® is a registered trademark of CNC Software, Inc.

QuickPart® is a registered trademark of CNC Software, Inc.

Mastercam U® is a registered trademark of CNC Software, Inc.

Mastercam University® is a registered trademark of CNC Software, Inc.

Dynamic Motion™ is a trademark of CNC Software, Inc.

Accelerated Finishing™ is a trademark of CNC Software, Inc.

Masters of CAM™ is a trademark of CNC Software, Inc.

Shaping the Future of Manufacturing™ is a trademark of CNC Software, Inc.

Windows is a registered trademark of Microsoft Corporation in the United States and other countries. SOLIDWORKS is a registered trademark of DS SolidWorks Corporation. PrimeTurning is a trademark of AB Sandvik Coromant. Portions of this software are copyrighted by Renishaw Plc., all rights reserved. Portions of this software are copyrighted by AB Sandvik Coromant, all rights reserved. Portions of this software are copyrighted by Creative Juncture, all rights reserved. Mastercam Art uses the Wild Magic Geometric Libraries, which are Copyrighted intellectual property owned by Geometric Tools, LLC. The Wild Magic Geometric Libraries are licensed under the GNU Lesser General Public License, available at <http://www.gnu.org/copyleft/lgpl.html> and on the Mastercam installation media. (9/18)

IF YOU AGREE WITH THIS LICENSE, CLICK “YES”. IF YOU CLICK “YES”, OR YOU CONTINUE TO USE THIS SOFTWARE, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTAND THIS SOFTWARE LICENSE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.