

Femtet CAD Data Translator License Agreement

The Femtet CAD Data Translator License Agreement (“Agreement”) is, for the purpose of the license to use the Femtet CAD Data Translator, made and entered into by and between Murata Software Co., Ltd, (“Murata Software”) and the corporation or organization who is granted the License of the Software under terms and conditions of Femtet License Agreement(the “User”).

BY INSTALING THE SOFTWARE BASED ON PROCEDURE AS REQUIRED HEREIN, YOU ARE DEEMED AS A BINDING USER TO THESE TERMS HEREIN, AND ARE REPRESENTING THAT YOU HAVE THE AUTHORITY TO DO SO.

MURATA SOFTWARE WILL GIVE THE USER THE LISENCE FOR THE USE OF FEMTET CAD DATA TRANSLATOR ACCORDING TO THESE TERMS AND NEITHER ASSIGNS NOR SELLS FEMTET CAD DATA TRANSLATOR AND ANY OTHER RIGHT OF THE FEMTET CAD DATA TRANSLATOR TO THE USER HEREIN.

IF YOU DO NOT AGREE TO THESE TERMS HEREIN, YOU ARE NOT AUTHORIZED TO ACCESS, DOWNLOAD, COPY, TRANSFER OR OTHERWISE USE IN ANY MANNER FEMTET CAD DATA TRANSLATOR.

Unless otherwise agreed, all terms used with capital letter in this Agreement shall have the meaning as specified in the Femtet License Agreement and Femtet CAD Data Translator Evaluation License Agreement and the word “Software” in definition of License Fee, License Term and License Key under Femtet License Agreement shall be read as “Femtet CAD Data Translator” to the extent mentioned in this Agreement. Any term and conditions for the Software in Femtet License Agreement and not stipulated herein shall be applied to Femtet CAD Data Translator.

To use of the Femtet CAD Data Translator, the USER agrees as follows;

Article 1.(License)

- 1.1. Murata Software grants the User a non-exclusive, non-transferable license to use the Femtet CAD Data Translator as the component incorporated or integrated in the Software.
- 1.2. The User may, subject to compliance with terms and conditions hereof, use the Femtet CAD Data Translator at the specific computer or client computer during

the License Term. The User shall comply with the technical conditions specified in the specifications, the operation manual and any other documents to install and drive the Femtet CAD Data Translator.

- 1.3. In no event that this Agreement grants the User any right for the use of the trademark and service mark or any other relevant right owned by TECH SOFT 3D, INC (“TS3D”) and/or any supplier which provides any technologies incorporated in Femtet CAD Data Translator for TS3D (“Licensor”). TS3D and the Licensor have and shall retain ownership of any and all right with regard to the Femtet CAD Data Translator not stipulated herein.

Article 2.(License Term)

- 2.1. License Terms shall become effective on the date of Murata Software’s provision of License Key to User and shall remain in force for the period noticed to the User by Murata Software. The License Term shall not be longer than twelve (12) months.
- 2.2. Notwithstanding foregoing, the License Term shall be terminated if any of following events occur;
 - (i) the license term of the Software is expired or terminated;
 - (ii) The User breach any obligation in Article 5 herein;
 - (iii)any of events specified in Article 13 in Femtet License Agreement occurs; or
 - (iv)Murata Software notify the User of termination of this Agreement because of the termination of the license agreement of Femtet CAD Data Translator between Murata Software and TS3D.

Article 3.(Return of the Femtet CAD Data Translator)

In the event of termination of this Agreement, the User shall promptly stop to use return to Murata Software or destroy Femtet CAD Data Translator and its copies. In addition, the User shall provide for Murata Software any written evidence of such destroying and/ or any other document reasonably requested by Murata Software and implement the agreed measure.

Article 4.(License Fee)

- 4.1. License Fee shall be otherwise agreed between both parties.
- 4.2. In no event that Murata Software reimburses the User any portion of paid License Fee.

Article 5.(Restriction)

In addition to the restriction specified in Article 13 in Femtet License Agreement, the User shall ;

- (i) use it as component of the Software incorporated or integrated in the Software, shall not use Femtet CAD Data Translator as stand-alone products
- (ii) not remove, obstruct, conceal, modify or deface the copyright notice attached on Femtet CAD Data Translator by Murata Software, TS3D and/or Licensor, including, but not limited to, its copy specified in Article 7.3 in Femtet License Agreement.

Article 6.(Warranty)

- 6.1. AS ARTICLE 8 IN FEMTET LICENSE AGREEMENT, MURATA SOFTWARE, TS3D AND THE LICENSOR DOES NOT MAKE ANY WARRANTIES WITH RESPECT TO FEMTET CAD DATA TRANSLATOR.
- 6.2. The aggregate liability of Murata Software with respect to all claims arising under, in connection with, or in any way relating to this Agreement and any theory of liability, whether in contract or in tort, to the extent permitted by applicable law, shall not exceed the amount received by Murata Software from the User during the previous 6 month period prior to the event giving rise to the claim.
- 6.3. The User agrees to defend, indemnify and hold Murat Software, TS3D and/or the Licensor from any actions, claims, loss, damages and/or cost arising as a result of:
 - (i) the User's use of Femtet CAD Data Translator;
 - (ii) any computer software virus introduced by the User;
 - (iii) the result obtained or decisions made by the User of the Femtet CAD Data Translator;
 - (iv) any breach of any of the provision hereunder; or
 - (v) User's negligent act or omission or breach of any obligations hereunder.

Article 7.(Maintenance and Support)

Murata Software provides for the User the maintenance and support with regard to Femtet CAD Data Translator according to Article 9 of Femtet License Agreement.

Article 8.(Confidential Information)

- 8.1. In addition to Article 10 in Femtet License Agreement, User shall;
 - (i) make available the Confidential Information only to its directors and employees

who have reasonable need to know for carrying out this Agreement and who are made to observe the confidential obligation no less than same degree as stated herein; and

(ii) give Murata Software the prompt notice in the case of acknowledging the disclosure or use of Confidential Information in the manner unauthorized herein.

8.2. “Confidential Information” herein includes Femtet CAD Data Translator, License Key and any other information disclosed by Murata Software with regard to Femtet CAD Data Translator, except for the information specified in Article 10.2 of Femtet License Agreement..

Article 9.(Copyright)

The property, copyright and any other intellectual property with regard to the Femtet CAD Data Translator are owned by TS3D and the Licensor, and protected by the Copyright Act and/or any other relevant law.

Article 10.(Export Control)

- 10.1. The User shall; (i) comply with any and all relevant laws of the country on where User intends to export the Femtet CAD Data Translator (including its copies); and (ii) obtain the license or approval before exporting the Femtet CAD Data Translator if relevant law or authorities of exporting countries require such license or approval.
- 10.2. The User shall not, directly or indirectly, export, re-export, transship or provide with the Femtet CAD Data Translator or any derivatives thereof to;
- (i) any countries, districts, their nationals or resident subject to sanctions or other trade controls of United States (“US”). For details, refer to Murata Software’s website (URL*****); and
- (ii) any organization or person on the list of prohibition or restriction of trade issued by the US Departments of Commerce, State and the Treasury.
- 10.3. The Femtet CAD Data Translator (including its copies) shall be neither used, transferred nor released to anyone, either by itself or in conjunction with other components, for use by military end users or for development, production or use of any weapons, (including, but not limited to, Weapons of Mass Destruction or conventional weapons), or goods or systems specially designed or intended for military end-use or military end users.

Article 11.(United States Governmental Licensing)

The User recognizes and agrees that Femtet CAD Data Translator is “commercial item” as that term is defined at 48 C. F. R 2.101, and more specifically “commercial computer software” and “commercial computer software documentation”, as such terms are used in 48 C. F. R 12.212, and subject to restriction as set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable.