**DP Technology Corp.  
Software License Agreement**Effective as of September 10, 2018

This Software License Agreement (this “License Agreement”) is a legal agreement between you, either an individual or an entity (“You”), and DP Technology Corp., a California corporation, with its principal place of business at 1150 Avenida Acaso, Camarillo, CA 93012 (“DPT”). This License Agreement covers the license of the DPT computer software You have registered and paid the applicable licensing fees for or have otherwise been explicitly granted by DPT, including all related products, applications, extensions, add-ins, macros, processors, packages, configurations, data, documentation and/or knowledge provided to You by DPT (individually and collectively, the “Software”). A partial listing of the Software that may be licensed by You and covered by this License Agreement can be found on Appendix A hereto (as such Appendix may be updated from time to time).

Please read this License Agreement carefully before installing and/or using the Software. By installing and/or using the Software You are agreeing to be bound by the terms of this License Agreement. If You do not agree to the terms of this License Agreement, do not install or use the Software, and return the Software to Your point of purchase for a refund.

## Grant of License

DPT grants You a nonexclusive, non-sub licensable, nontransferable, limited right to use the Software (in executable form only), subject to all of the terms and conditions of this License Agreement (“License”). Your use of the Software shall be limited to the Software components and to the usage restrictions for the License Type (as defined in Section 2 below) You have registered and paid the applicable licensing fees for or have otherwise been explicitly granted by DPT.

### You may only use the Software in the one country and at the one location or facility (“Site”) for which the License is originally registered and paid for or otherwise granted by DPT.

### You may install the Software on any number of computers at the Site, however only one person at a time may use the Software on only one of the installed computers at any given time.

### You may make backup copies of the Software solely for the purposes of disaster recovery.

## License Type Usage Restrictions

You have purchased or have been granted one of the following types of Software Licenses; Commercial, Evaluation, Academic, Student or Demonstration (“License Type”). Your License is identified by a unique Customer Code, License Serial Number and License Type that has been issued to You by DPT.  Your use of the License shall be restricted based upon its License Type.

### A Commercial License may be used for commercial and/or production purposes by You, only in the one country and at the one location or facility for which the License is originally registered and paid for or otherwise granted by DPT.

### An Evaluation License may be used for a limited period of time, not to exceed three months, in order to learn and/or evaluate the Software. AN EVALUATION LICENSE SHALL NOT BE USED FOR ANY PRODUCTION OR COMMERCIAL PURPOSES WHATSOEVER.

### An Academic License may only be granted to and used within a non-profit educational institution. AN ACADEMIC LICENSE SHALL NOT BE USED FOR ANY PRODUCTION OR COMMERCIAL PURPOSES WHATSOEVER.

### A Student License may be granted to individual students of institutions who have Academic Licenses and only for a limited time not to exceed one year. A STUDENT LICENSE SHALL NOT BE USED FOR ANY PRODUCTION OR COMMERCIAL PURPOSES WHATSOEVER.

### A Demonstration License may only be granted to an authorized DPT reseller (“Reseller”). A Demonstration License may only be used by a Reseller and only for training, demonstration and customer support. A DEMONSTRATION LICENSE SHALL NOT BE USED FOR ANY PRODUCTION OR COMMERCIAL PURPOSES WHATSOEVER.

## Responsibility for Selection and Use

You are solely responsible, and DPT shall have no responsibility, for the supervision, management and control of the use of the Software, and output of the Software, including, but not limited to: (a) selection of the Software to achieve Your intended results; (b) determining the appropriate uses of the Software and the output of the Software for Your business; (c) establishing adequate independent procedures for testing the accuracy of the Software and any output; and (d) establishing adequate backup to prevent the loss of data in the event of a Software malfunction.

The Software is a tool that is intended to be used only by trained professionals. It is not a substitute for professional judgment or independent testing of results or output. You are solely responsible for any results obtained from using the Software.

CAUTION: YOU MUST VERIFY THE RESULT OF THE OUTPUT OF THE SOFTWARE PRIOR TO USING THE OUTPUT ON ANY EQUIPMENT OR IN ANY MANUFACTURING PROCESS.

You are solely responsible for verifying that the part programs output by the Software are correct, safe, and suitable to run on Your machine tool without error. Errors may result in the output not being as intended or contemplated. Failure to locate and correct errors may result in serious damage to equipment or injury or death of personnel in the proximity of the machine. Any and all such outcome is solely Your responsibility.

The Software includes data provided to DPT by third-parties. DPT provides this data as a courtesy to You and makes no claims to the accuracy of the data. It is Your responsibility to validate the data before its use. DPT shall not be liable to You or any third party for any losses and/or damage as a result of the use of the data.

## Rights and Interest

The Software is licensed to You and not sold to You. As between You and DPT, DPT and its licensors shall exclusively retain ownership of all right, title and interest in and to the Software and all copyright, trademark, trade secret, intellectual property, proprietary and other rights, and interests therein, except for the License granted hereunder. You shall not acquire any rights in or related to the Software, or any component thereof, other than those rights expressly provided to You under this License Agreement. You may not remove from the Software any copyright or other proprietary rights notices or any disclaimers or any splash screens, and You shall reproduce on all copies of the Software made in accordance with this License Agreement, all such notices and disclaimers. THE SOFTWARE IS PROTECTED BY COPYRIGHT LAWS AND OTHER INTELLECTUAL PROPERTY LAWS.

## Nontransferable

You shall not provide access to, loan, rent, lease, license, sublicense, distribute, sell or otherwise move or transfer the Software or the License, either on a temporary or permanent basis, to any third party or use the Software to provide service-bureau, software rental, time-sharing or data processing services for the benefit of any third party. Transfers of the Software or the License between subsidiaries or facilities of a common parent company are subject to DPT’s prior written approval, on a case-by-case basis, in its sole discretion, and such approval will be considered only if: (a) all of the subsidiaries or facilities are within the same country in which the License was originally registered or granted; and (b) the Software is covered under an active software maintenance contract with DPT at the time of the requested transfer; and (c) You notify DPT in writing of the proposed transfer prior to any move.

You may not install or use the Software over the Internet, including, without limitation, use in connection with a Web hosting, cloud, or similar service, or make the Software available to third parties via the Internet on Your computer system or otherwise.

## Software Versions

The rights granted by this License Agreement are for the current commercially available version of the Software at the time the License is registered and paid for or otherwise granted by DPT. This License Agreement does not grant any rights to future updates, upgrades, or new versions of the Software. If You are provided with or download any updates, upgrades, or new versions of the Software, such updates, upgrades or new versions shall be subject to the terms and conditions of this License Agreement and any additional, new or amended agreement which may accompany it.

## Security Mechanisms

DPT takes steps to assure that all licenses of the Software are legally obtained and used within the restrictions of this License Agreement. The Software contains security programs, license files, trusted storage files, time locks and may include hardware security modules or dongles (“Security System”). It is a violation of this License Agreement to tamper with, modify, alter, by-pass or otherwise disable any portion of the Security System. You shall operate the Security System as provided by DPT at all times while the Software is in use. Failure to do so shall be a violation of this License Agreement and may result in infringement of DPT’s copyrights, and a violation of U.S. and international laws and treaties.

## Whole Product

You shall not use any portion, component, program, or element of the Software on a stand-alone basis, separately from, or independently of, the Software. At all times, You shall install and use the Software as provided by DPT as one product. You may not modify or make derivative works of the Software, make compilations or collective works that include the Software, analyze the Software for purposes competitive with DPT or reverse-engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software, except as permitted under applicable law.

## Confidentiality

You acknowledge and agree that the Software was developed at considerable time and expense to DPT and contains valuable trade secrets of DPT and its licensors, such as the Software’s structure, sequence, organization, and code. You shall maintain the Software in strict confidence and You shall use Your best efforts to protect it from unauthorized disclosure or use. You shall not disclose or provide access to the Software to any person, except to Your employees with a need to have access to the Software in order to exercise the rights granted under the License. You shall not use the Software to create computer software or documentation that is substantially similar to the Software.

## Third Party Software

The Software contains third-party software or portions of software owned by other companies which has been licensed by DPT for inclusion within the Software. Such third-party software is the property of its respective owners, and its use is subject to restrictions which are incorporated by this reference into this License Agreement. DPT disclaims any warranties, expressed or implied, and does not grant any license or any other rights, including intellectual property rights, with respect to any third-party software included within the Software.

## Disclaimer of Warranty

THE SOFTWARE IS PROVIDED TO YOU ON AN “AS IS” BASIS. DPT EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF TITLE, SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DPT SPECIFICALLY DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL PERFORM WITHOUT INTERRUPTION OR BE ERROR-FREE, OR WILL MEET ANY END USER REQUIREMENT, OR THAT ANY DATA SENT BY YOU OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME, OR THAT THE FUNCTIONS PERFORMED BY THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR WILL OPERATE IN THE COMBINATIONS THAT MAY BE SELECTED BY YOU OR THAT THE SOFTWARE WILL ACHIEVE THE RESULTS DESIRED BY YOU. YOU ACKNOWLEDGE THAT THE USE OF THE SOFTWARE ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO WORK. NEITHER THE SOFTWARE NOR ANY OF ITS COMPONENTS ARE INTENDED FOR USE IN THE DESIGN OR OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, AIRCRAFT OR OTHER ACTIVITIES IN WHICH THE FAILURE OF THE SOFTWARE OR SUCH COMPONENTS, OR BOTH, COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

## LIMITATION OF LIABILITY:

IN NO EVENT, AND UNDER NO CIRCUMSTANCES, SHALL DPT BE LIABLE TO YOU OR TO ANY THIRD PARTY, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE OR TYPE, EVEN IF DPT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS, SERVICES, TECHNOLOGY OR RIGHTS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DPT’S LIABILITY HEREUNDER FOR ANY DAMAGES SHALL IN NO EVENT EXCEED FOR ALL CAUSES OF ACTION ON A CUMULATIVE BASIS, AN AMOUNT EQUAL TO THE LESSER OF (A) THE AGGREGATE AMOUNT OF PAYMENTS ACTUALLY MADE BY YOU TO DPT UNDER THIS LICENSE AGREEMENT FOR THE SOFTWARE WHICH CAUSED SUCH DAMAGES AND (B) TEN THOUSAND DOLLARS ($10,000). DPT SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY OTHER THIRD PARTY OR PERSON CLAIMING BY OR THROUGH YOU, FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF THE SOFTWARE OR ANY DPT SERVICE.

IN NO EVENT WILL DPT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF BUSINESS PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF BUSINESS INFORMATION OR CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE ANY DATA, PROBLEMS ASSOCIATED WITH ANY APPLICATIONS USED IN CONJUNCTION WITH THE SOFTWARE, DOWNTIME COSTS, LOSS OF THE USE OF ANY OF YOUR EQUIPMENT OR THE SOFTWARE, DAMAGED OR DEFECTIVE PRODUCTS MANUFACTURED USING THE SOFTWARE, COSTS OF SUBSTITUTE GOODS, EQUIPMENT OR FACILITIES, COSTS OF CAPITAL, DAMAGE TO COMPUTERS OR OTHER LOSS ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT OR THE SOFTWARE, WHETHER ALLEGED AS A BREACH OF CONTRACT, TORTUOUS CONDUCT, NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR MISREPRESENTATION, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN, INCLUDING WITHOUT LIMITATION THE USE OF OR INABILITY TO USE THE SOFTWARE OR ANY THIRD-PARTY SOFTWARE, EVEN IF DPT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT THE LICENSE FEE REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS LICENSE AGREEMENT AND THAT DPT WOULD NOT HAVE ENTERED INTO THIS LICENSE AGREEMENT WITHOUT THE LIMITATION OF LIABILITY SET FORTH IN THIS LICENSE AGREEMENT.

## Indemnity

You agree to comply with all applicable laws and regulations relating to the download, installation and/or use of the Software. You shall defend, indemnify and hold harmless DPT and its subsidiaries and affiliates, and their respective directors, officers, and employees from and against any and all claims, suits, actions, proceedings, liabilities, judgments, settlements, losses, damages, costs and expenses (including, without limitation, attorneys’ fees and court costs) arising from or in any way related to Your use of the Software or Your violation of this License Agreement.

## U.S. Government Restricted Rights

The Software is a “commercial item” as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of “commercial computer software” and “commercial software documentation” as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and is provided to the U.S. Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-4 (JUN 1995).

In the event that You receive a request from any agency of the U.S. government to provide Software with rights beyond those set forth above, You will notify DPT of the scope of the request and DPT will have five business days to, in its sole discretion, accept or reject such request. Contractor/Manufacturer: DP Technology Corp. 1150 Avenida Acaso, Camarillo, CA 93012.

## Export Regulation

You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, You may not export or re-export, or allow the export or re-export, of the Software, or any copy, portion or direct product of the Software, in violation of any export laws, restrictions, laws or regulations or without all required and proper authorizations (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. By using the Software, You represent and warrant that You are not located in any such country or on any such list.

## Privacy

DPT may collect certain information about You during the download, installation, registration, and activation processes and during Your use of the Software. DPT may also query Your computer during these processes to collect certain computer and user information, including but not limited to the characteristics of the hardware and operating systems on which You will operate the Software. This information is gathered to validate the authenticity of Your software license and to facilitate the provision of software, software updates, product support and other services to You. This information is collected directly by DPT and/or via DPT’s use of Google Analytics and other similar service providers. DPT’s privacy policy is available at [www.dptechnology.com/privacy-policy](http://www.dptechnology.com/privacy-policy). Further information on how Google uses data is available at [www.google.com/policies/privacy/partners](http://www.google.com/policies/privacy/partners/).

## Term

This License Agreement shall continue until it is terminated in accordance with this Section. DPT may terminate this License Agreement immediately upon written notice to You if You breach of any provision of this License Agreement, as reasonably determined by DPT. Upon the termination of this License Agreement, the License shall immediately terminate and all rights granted under the License shall revert to DPT and You shall immediately cease all use of the Software and destroy all copies of the Software in Your possession or control. Notwithstanding any termination of this License Agreement, DPT’s rights and Your obligations under Sections 4, 9, 11, 12, 13, 14, 15, 17 and 18 shall survive such termination. You acknowledge and understand that the Software may include a shutdown feature which will cause the Software to become inoperable if all applicable licensing fees are not paid in full when due.

## General Provisions

This License Agreement is the entire agreement between You and DPT relating to the Software and supersedes any other agreement, oral or written, or any other communications between You and DPT relating to the Software. In the event of any conflict between this License Agreement and the terms and conditions of any purchase order or similar document pursuant to which You acquired the License, the terms and conditions of this License Agreement shall control. This License Agreement shall be deemed to have been entered into in the United States of America, in the State of California, County of Ventura. This License Agreement shall be governed by, and be construed and enforced in accordance with, the substantive laws of the State of California without regard to its conflicts of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods shall not be applicable. The exclusive jurisdiction for any and all disputes arising out of or relating to this License Agreement, including the breach thereof, shall be the California State and/or United States Federal courts sitting in the County of Ventura, State of California, USA. The English language version of this License Agreement shall be the authorized text for all purposes, despite translations or interpretations of this License Agreement into other languages. If for any reason a court of competent jurisdiction finds any provision of this License Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible and the remainder of this License Agreement shall remain in full force and effect.

**APPENDIX A**

**Software Products**

* **ESPRIT** individually licensed components within one installation, including:
  + SolidMill
  + SolidTurn
  + SolidWire
  + SolidMillTurn
  + SwissTurn
  + ProfitMilling
  + ProfitTurning
  + FreeForm
* **ESPRIT** separately installed extensions, add-ins and macros, including:
  + Accessories Pack
  + Digital Machine Package (DMP)
  + Post Processor
  + NC Simulator
  + Tool Box
* **ESPRIT Additive Suite**
* **ESPRIT License Server**
* **ESPRIT Machine Tool Builder**
* **ESPRIT Mold**
* **ESPRIT SimNC**
* **SIMNC** individually licensed components within one installation, including:
  + Core API
  + Machine API
  + Controller API
  + STL Healer
* **CNC Turning**
* **CNC Machine Configuration**