END USER LICENSE AGREEMENT

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE SERVICE. DO NOT ACCESS OR OTHERWISE USE THE SERVICE IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. ACCESSING OR OTHERWISE USING ANY PART OF THE SERVICE INDICATES ACCEPTANCE AND AGREEMENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. SERVICES

1.1 <u>Performance</u>. Subject to the terms and conditions of this End User License Agreement (the "Agreement"), CDS Visual, Inc. ("CDS") will provide to you (the "User" together with CDS, the "Parties" and each a "Party") CDS's software as a service (the "Service") for the sole purpose of creating, managing, and delivering interactive 3D work instruction and procedures.

1.2 <u>Security</u>. User will comply with all Company rules and regulations and security restrictions in connection with use of the Service. Each User will be assigned a unique user identification name and password for access to and use of the Service ("User ID"). User shall be solely responsible for ensuring the security and confidentiality of its User ID. User acknowledges that they will be fully responsible for all liabilities incurred through use of its User ID and that any transactions under its User ID will be deemed to have been performed by User. Use of the User ID other than as provided in this Agreement shall be considered a breach of this Agreement by User. User may not share its User ID with any other user of the Service.

1.3 <u>Proprietary Rights</u>. User acknowledges CDS's proprietary rights in the Service and associated documentation and shall protect the proprietary nature thereof. If User suggests any new features, functionality or performance for the Service that CDS subsequently incorporates into the Service (or any other software or service), User hereby acknowledges that (i) CDS shall own, and has all rights to use, such suggestions and the Service (or any other service) incorporating such new features, functionality, or performance shall be the sole and exclusive property of CDS; and (ii) all such suggestions shall be free from any confidentiality restrictions that might otherwise be imposed upon CDS. User shall not disassemble, decompile, reverse engineer, modify, transcribe, store, translate, sell, resell, lease, or otherwise transfer or distribute the Service or its associated documentation, in whole or in part, without prior authorization in writing from CDS. In the event of any breach of this Section 1.3, User agrees that CDS will suffer irreparable harm and shall therefore be entitled to obtain injunctive relief against User.

1.4 <u>Third-Party Software; Subcontracting</u>. To the extent that the Service incorporates any third-party software licensed by CDS, then, in addition to the terms set forth herein, User must comply with any additional terms, restrictions, or limitations applicable to such third-party software. Additionally, User acknowledges that CDS shall have the right to subcontract performance of its hosting services, in which event the service terms provided by any third-party hosting provider (including, without limitation, any service levels that are stricter than the service levels offered by CDS) will be incorporated herein by reference.

2. DATA RIGHTS

2.1 <u>User Information</u>. User grants to CDS a non-exclusive license to copy, use and display any and all personally identifiable data, information or communications sent, or entered by User while accessing the Service ("User Information") solely to the extent necessary for CDS to provide the Service. User shall own and, subject to the provisions of Section 2.3 below, retain all right, title and interest, including all intellectual property rights, in and to all User Information. User acknowledges that CDS exercises no control whatsoever over the content of the User Information and it is the sole responsibility of User, at its own expense, to provide the information, and to ensure that the information User transmits or receives complies with all applicable laws and regulations now in place or enacted in the future. CDS is under no obligation, however, to review User Information for accuracy, potential liability or for any other reason.

2.2 <u>Data Retention</u>. User agrees that CDS's obligation to keep or maintain any User Information obtained in the course of performance of the Service shall not extend beyond the expiration of fourteen (14) days following the termination of this Agreement.

2.3 <u>Data Collection</u>. CDS shall have the right to utilize data capture, syndication and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze any de-identified, non-personally identifiable data or information (including, without limitation, User Information) resulting from User's access and use of the Service ("Blind Data"). To the extent that any Blind Data is collected by CDS, such Blind Data shall be solely owned by CDS and may be used by CDS for any lawful business purpose without a duty of accounting to User, including, without limitation, providing User with the opportunity for User to benchmark itself against its peers, provided that the Blind Data is used only in an aggregated form, without specifically identifying the source of the Blind Data. Without assuming any obligations or liabilities of User, CDS agrees to use commercially reasonable efforts to comply with the applicable U.S. laws and regulations respecting the dissemination and use such Blind Data.

2.4 <u>Privacy Policy</u>. CDS has reasonable security measures in place to protect personally identifiable information and sensitive data that is generated by User's use of the Service and received by CDS. While no computer system or server is completely secure, CDS believes the measures it has implemented reduce security problems. Accordingly, CDS's Privacy Policy located at https://cdsvisual.com/privacy-policy is hereby incorporated into this Agreement by reference.

2.5　　Data Security. The Service is designed to be connected to and to communicate information and data via a network interface. It is User's sole responsibility to provide and continuously ensure a secure connection between the Service and User's computer and IT network or any other network. User shall establish and maintain any appropriate network security measures (including, but not limited to, to the installation of firewalls, installation of antivirus programs, and periodic data backups) to protect the Service and User's systems and network from and against any security breaches, unauthorized access, interference, intrusion or theft of data or information.

3.　　**USER OBLIGATIONS**

3.1　　Assistance. User shall provide all reasonable assistance and cooperation requested by CDS in connection with providing any support or troubleshooting assistance concerning the Service. CDS reserves the right to assess additional fees for any delay caused, in whole or in part, by User.

3.2　　Hardware. User shall procure, install and maintain all equipment, Internet connections and other hardware (other than the hardware constituting the support center maintained at CDS's facilities) necessary for User to connect to and access the Service.

3.3　　Conduct. User agrees not to: (i) copy, decompile, reverse engineer, disassemble, attempt to derive the source code, modify or create derivative works of the Service or any Service related documentation; (ii) upload or distribute in any way files that contain viruses, trojans, worms, time bombs, logic bombs, corrupted files, or any other similar software or programs that may damage the operation of the Service or another's computer; (iii) use the Service for illegal purposes; (iv) interfere or disrupt networks connected to the Service; (v) upload, post, promote or transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind or nature; (vi) upload amounts of data and/or materials in excess of any limits specified by CDS from time to time and not to create large numbers of accounts or otherwise transmit large amounts of data so as to clog the Service or comprise a denial of service attack or otherwise so as to have a detrimental effect on the Services; or (vii) upload, promote, transmit or post any material that encourages conduct that could constitute a criminal offence or give rise to civil liability. CDS may take whatever remedial action it determines in its sole discretion is appropriate if User violates these restrictions, including, but not limited to, immediate suspension or cancellation of the Service.

3.4　　User Compliance Requirements. User agrees to:

　　　　(a)　　Obtain all requisite written consents and authorizations necessary to provide or otherwise process any data and content through the Service and User represents and warrants that all such required consents and authorizations have been obtained;

　　　　(b)　　Submit accurate, complete and up-to-date information at all times in accessing and using the Service;

　　　　(c)　　Maintain all licenses and permits required to conduct User's business and to immediately notify CDS if any license or permit is (or is threatened to be) subject to discipline or is revoked, terminated or otherwise restricted in any way; and

　　　　(d)　　Maintain complete and accurate records of User's compliance with the obligations set forth in this Agreement. During User's use of the Service and for a period of one (1) year thereafter, CDS shall, upon its reasonable request, be given access to all of User's records, documentation, files and inventory pertaining to User's use of the Program for auditing purposes and to determine User's compliance with this Agreement.

3.5　　Indemnification by User. User hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless CDS and its officers, directors, employees, and agents (the "CDS Indemnitees") from and against any and all claims, liabilities, losses, costs, damages, and/or expenses of any kind whatsoever (including reasonable attorney's fees) that CDS Indemnitees may incur directly or indirectly, wholly or partially arising from or in connection with (i) User's non-compliance with law; and (ii) its use of the Service (other than for claims of infringement for which CDS owes User an obligation of indemnification pursuant to Section 5.1 below). This Section shall survive the termination or expiration of this Agreement.

4.　　**SERVICE LEVELS; WARRANTY DISCLAIMER**. CDS SHALL PERFORM THE SERVICES IN ACCORDANCE WITH ITS THEN CURRENT SERVICE LEVEL AGREEMENT.   EXCEPT FOR THE FOREGOING, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. CDS MAKES NO REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY MERCHANTABILITY, OR NONINFRINGEMENT. CDS DOES NOT WARRANT THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

5.　　**INFRINGEMENT AND INDEMNIFICATION**

5.1　　Infringement Indemnity. CDS will defend and indemnify User against third-party claims that the Service used by User in accordance with this Agreement infringes or misappropriates the third-party's intellectual property rights in the United States, provided that: (a) User agrees to notify CDS promptly in writing of User's knowledge of a claim; (b) CDS has sole control of the defense and all related settlement negotiations; and (c) User shall provide CDS with the assistance, information, and authority reasonably necessary to perform such defense. CDS shall have no liability for any claim of infringement resulting from: (i) User's alteration or modifications of the Service without CDS's prior written approval (ii) User Information; or (iii) the combination or use of the Service with software, data,

or material not furnished by CDS.

5.2   Mitigation/Termination. In the event that some or all of the Service is held or is reasonably believed by CDS to infringe the rights of a third party, CDS shall have the option, at its expense, to: (i) modify the Service to make it non-infringing; or (ii) obtain a license that permits User to continue using the Service. If neither of such options can be exercised by CDS on a commercially reasonable basis and the infringing materials materially affect the Service or the ability of CDS to meet its obligations under this Agreement, then CDS may terminate this Agreement.

5.3   Exclusive Remedy. This Section 5 states CDS's entire liability and exclusive remedy for infringement of third-party intellectual property rights.

6.   LIMITATION OF LIABILITY. IN NO EVENT SHALL CDS BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, RELIANCE, CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OR CORRUPTION OF DATA, LOSS OF PROFITS OR GOODWILL, BUSINESS INTERRUPTION OR INTERFERENCE, OR INABILITY TO USE OR INTERFERENCE WITH USE OF SERVICE) REGARDLESS OF WHETHER IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CDS'S TOTAL LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES EXCEED THE GREATER OF (I) $100 OR (II) THE AMOUNTS PAID FOR ACCESS AND USE OF THE SERVICE BY USER TO CDS IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO A CLAIM ARISING HEREUNDER.

7.   TERM; TERMINATION

7.1   Termination by CDS. CDS may terminate this Agreement at any time, with or without cause, upon notice to User.

7.2   Modification of Cessation of Services. CDS may terminate this Agreement, at any time, in the event that CDS ceases to provide the Services.

7.3   Effect of Termination. Upon termination of the Agreement for any reason, User's right to use the Service shall immediately cease. Termination of this Agreement shall not relieve either party of any obligation accrued prior to the termination date. Termination shall not affect the obligations of the Parties under Sections 1.3, 2.3, 3.4, 3.5, 4, 6, 7.3, 8, 9.

8.   CONFIDENTIAL INFORMATION

8.1   Definition. "Confidential Information" means the Service, its associated documentation, CDS's pricing for the Service, and other information disclosed by CDS under this Agreement that is designated as confidential or that by its nature would reasonably be expected to be kept confidential.

8.2   Exclusions. Notwithstanding the previous paragraph, CDS's Confidential Information shall not include information that (i) is or becomes publicly available through no act or omission of User; or (ii) was in User's lawful possession prior to the disclosure and had not been obtained by User either directly or indirectly from CDS; or (iii) is lawfully disclosed to User by a third party not bound by a duty of non-disclosure; or (d) is independently developed by User without access to or use of the Confidential Information.

8.3   Nondisclosure. User agrees to hold the Confidential Information in confidence. User agrees not to make the Confidential Information available in any form to any third party or to use the Confidential Information for any purpose other than performing its obligations or enjoying its rights under this Agreement. User agrees to use the same degree of care that it uses to protect its own confidential information of a similar nature and value, but in no event less than a reasonable standard of care, to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement. User represents that it has, with each of its employees who may have access to any Confidential Information, an appropriate agreement sufficient to enable it to comply with all of the terms of this Section 8.

8.4   Required Disclosure. Notwithstanding the foregoing, User may disclose the Confidential Information to the extent that such disclosure is required by law or court order, provided, however, that User provides to CDS prior written notice of such disclosure and reasonable assistance in obtaining an order protecting the Confidential Information from public disclosure.

8.5   Termination/Expiration. After termination or expiration of this Agreement, User shall return to CDS any Confidential Information in User's possession or control.

9.   MISCELLANEOUS

9.1   Relationship Between the Parties. This Agreement shall not be construed as creating any agency, partnership, joint venture, or other similar legal relationship between the Parties; nor will either Party hold itself out as an agent, partner, or joint venture party of the other party.

9.2.   Compliance with Law. Each Party shall comply with all applicable laws and regulations of governmental bodies or agencies in its performance under this Agreement.

9.3.   Notice. Whenever notice is required to be given to CDS under this Agreement, such notice shall be in writing and shall be

addressed to CDS Visual Inc., 6050 Hellyer Ave, Suite 175 San Jose, CA 95138, Attention: John Major. CDS may provide any required notice to User to the email address provided by User and associated with User's User ID.

9.4.   Waiver. No waiver shall be implied from conduct or failure to enforce rights. No waiver shall be effective unless in a writing signed by both Parties.

9.5.   Severability. If any provision of this Agreement is held to be invalid, void or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining provisions of this Agreement shall remain in full force and effect.

9.6.   Assignment. User may not assign or delegate any of its rights, interest or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CDS. The sale of a controlling interest in User through a single transaction or a series of transactions shall be deemed an assignment hereunder for which CDS's consent is required. CDS may assign and delegate this Agreement to successors in the event of a merger, acquisition or other change in control. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

9.7.   Governing Law. This Agreement and all claims related to it, its execution or the performance of the parties under it, shall be construed and governed in all respects according to the laws of the State of Illinois without regard to the conflict of law provisions thereof. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction located within the State of Illinois in the County of Cook.

9.8.   Force Majeure. CDS shall not be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or any government or any governmental body, war, insurrection, acts of terrorism, the elements, strikes or labor disputes, or other similar or dissimilar causes beyond CDS's control. User acknowledges that the performance of certain of CDS's obligations may require the cooperation of third parties designated by User and outside the control of CDS. In the event such third parties fail to cooperate with CDS in a manner that reasonably permits CDS to perform its obligations, such failures shall be considered as causes beyond the control of CDS for the purposes of this Section and shall not be the basis for a determination that CDS is in breach of any of its obligations under this Agreement or is otherwise liable. Either Party may terminate at its option this Agreement if any such situation continues for thirty (30) days and prevents the continued performance of this Agreement by the other Party.

9.9   Entire Agreement. This Agreement shall constitute the complete agreement between the Parties with respect to User's access and use of the Service and supersedes all previous agreements or representations, written or oral, with respect to the subject matter hereof. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party. It is expressly agreed that any terms and conditions of any purchase order or similar instrument of User shall be superseded by the terms and conditions of this Agreement to the extent that such terms may be in conflict.

9.10   Tax. Amounts due under this Agreement are payable to CDS without deduction for any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, withholding, or value-added tax, whether or not withheld at the source (collectively, "Sales Tax"). If applicable law requires withholding or deduction of Sales Taxes or any other tax or duty, Customer shall separately pay Provider the withheld or deducted amount, over and above fees due. Except as prohibited by applicable law, CDS may require that Customer submit applicable Sales Taxes to CDS. However, the preceding sentence does not apply to the extent that Customer is tax exempt, provided it gives CDS a valid tax exemption certificate within 30 days of the Effective Date. CDS's failure to include any applicable tax in an invoice will not waive or dismiss its rights or obligations pursuant to this Section 9.10