

3D PartStream.NET Terms and Conditions (Rev. 02/22/06)

These standard terms and conditions apply to the 3D PartStream.Net[®] services provided by SolidWorks Corporation to the person or entity that has subscribed to the services (the "Customer").

1. DEFINITIONS: The following terms shall have the definitions indicated below:

1.1 "3D PartStream.NET" and "3D PartStream.NET Software" shall mean, respectively, a service that enables users to configure, view, and download Customer Models over the Internet in a wide variety of CAD formats and the software that helps manage such functionality.

1.2 "Hosted Environment" means the server hardware, server-resident computer software, computer storage, telecommunications or other network connections, and other equipment linked to the world-wide web and provided by SolidWorks as are commercially reasonable and necessary to host the Customer Models in 3D PartStream.NET.

1.3 "Customer Catalog" shall mean an Internet catalog containing Customer Models for configuration, viewing and downloading.

1.4 "Customer Data" shall mean the Customer Models and other Customer data to appear in the Customer Catalog.

1.4 "Customer Model" shall mean a two-dimensional or three-dimensional model of a product marketed by Customer.

1.5 "User" shall mean a single person who accesses, views and/or interacts with a Customer Catalog whether directly from a web browser or through a link.

2. 3D PARTSTREAM.NET SERVICE AND OTHER SERVICES

2.1 General. For the term of this Agreement, SolidWorks will provide Customer with commercially reasonable access to an on-line, real-time, web-driven application service provider environment through which Customer will be able to access the 3D PartStream.NET Software and deposit and manage Customer Models for the Customer Catalog, and Users will be able to access the Customer Models via the Internet. SolidWorks will also provide the Technical Support described in Appendix A.

2.2 Customer Catalog. Unless otherwise provided in a Statement of Work, Customer, at its sole expense, will be responsible for creating the Customer Models and Customer Catalog, loading the Customer Models into the Customer Catalog, maintaining and updating the Customer Catalog, and processing and fulfilling electronic commerce transactions involving the Customer Catalog.

2.3 Maintenance of Hosted Environment and 3D PartStream.NET Software. In order to provide Customer and Users with commercially reasonable access to the Customer Catalog, SolidWorks will periodically schedule the complete or partial shutdown of the Hosted Environment for maintenance, bug fixes, upgrades, or other reasons ("Scheduled Maintenance"). SolidWorks will provide Customer with at least twenty-four (24) hours notice of any Scheduled Maintenance. The occurrence of any Scheduled Maintenance will not limit or affect Customer's obligation to pay SolidWorks for 3D PartStream.NET.

2.4 Service Interruptions. Customer will promptly notify SolidWorks or its designee via telephone or e-mail of any unexpected or unscheduled interruption in the ability of Users to access the Customer Catalog ("Service Interruption"). An "Interruption Period" will mean a period of time commencing on SolidWorks' receipt of a notification from Customer of any unexpected or unscheduled interruption in the ability of Users to access the Customer Catalog and continuing until such time as such access is restored. SolidWorks will use commercially reasonable efforts to remedy any Service Interruption within twenty-four (24) hours of SolidWorks' receipt of such notification from Customer and, in any event, as soon as reasonably possible. If the aggregate duration of any Interruption Periods exceeds forty-eight (48) hours in any given calendar month or, alternatively, if the aggregate duration of any Interruption Periods exceeds twenty-four (24) hours per month during any three (3) consecutive calendar months, Customer will have the right to terminate this Agreement upon written notice to SolidWorks.

3. LICENSE GRANTS

3.1 Grant of License from SolidWorks. Subject to the terms of this Agreement and in consideration of Customer's obligations hereunder, including without limitation payment of the monthly fee(s) set forth in a Statement of Work, SolidWorks hereby grants to Customer a nonexclusive, non-transferable, non-assignable, revocable license, without the right to sublicense or assign, to access 3D PartStream.NET, to store Customer Models in the Hosted Environment, to use the 3D PartStream.NET Software to develop and manage the Customer Catalog and to use and permit Users to use the 3D PartStream.NET Software solely in connection with the Customer Catalog. Except for software that SolidWorks expressly authorizes for download from the 3D PartStream.NET site, this license does not include the right to make copies of the 3D PartStream.NET Software and such software shall not be loaded on the computer system of Customer or any User. The 3D PartStream.NET Software is protected by copyright and other intellectual property laws, and Customer and/or User obtains only such rights as are specifically provided in these terms and conditions. Neither Customer nor User shall analyze, disassemble, reverse engineer or decompile the 3D PartStream.NET Software nor create derivative works, compilations, or collective works (so far as such prohibitions are permitted by law). In providing Customer Data and using 3D PartStream.NET, Customer agrees to comply with the terms of use applicable to a User and found at www.3dcontentcentral.com. Customer shall provide warranty disclaimers and limitation of liability terms for the Customer Catalog for the benefit of SolidWorks that are similar to the corresponding Terms of Use found at www.3dcontentcentral.com.

3.2 Grant of License From Customer. Customer hereby grants to SolidWorks, for the term of this Agreement, a personal, non-transferable, non-exclusive, royalty-free, worldwide license to host, use, record, reproduce, transmit, manipulate, distribute, display, and enable the download of Customer Data from the Customer Catalog during the term of this Agreement. Customer warrants that it owns or has the right to offer the Customer Models and Customer Catalog under the terms of this Agreement. Customer warrants that SolidWorks' actions under this Agreement with respect to the Customer Models will not infringe or violate the rights of any third party,

including, but not limited to, intellectual property rights. To the extent that Customer supplies data to SolidWorks to be hosted on the Hosted Environment, Customer shall comply with the Terms of Use referred to in Section 3.1.

3.3 3D ContentCentral License. With regards to the 3D ContentCentral[®] service, Customer gives SolidWorks permission to link to and frame Customer's catalog site, and will work in good faith to resolve any technical issues that may arise related to such encapsulation of Customer's catalog site.

4. LIMITED WARRANTY; DISCLAIMERS; LIMITATION OF REMEDIES

4.1 Limited Warranty. SolidWorks represents and warrants to Customer that SolidWorks has the right to enter into this Agreement and to grant to Customer the rights granted and to perform the services described herein. SolidWorks also warrants that 3D PartStream.NET will be of commercially acceptable quality for a service involving configuration changes to complex 3D models. Customer understands that the technical processing and transmission of Customer Data may involve a) transmissions over various networks, and b) changes to conform and adapt to technical requirements of connecting networks and devices, which are outside of the control of SolidWorks and for which SolidWorks is not responsible. SolidWorks warrants that the services provided hereunder will be performed in a workmanlike manner in accordance with reasonable commercial standards.

4.2 Disclaimer of Warranties. Notwithstanding any provisions herein to the contrary, SolidWorks does not warrant that: (i) Customer will at all times be able to gain access to the Hosted Environment and 3D PartStream.NET; (ii) Customer's access to the Hosted Environment and 3D PartStream.NET will at all times be uninterrupted or error-free; (iii) the Hosted Environment and 3D PartStream.NET will at all times operate at stated maximum data transmission speeds; or (iv) SolidWorks will be able to resolve all problems related to the Hosted Environment, 3D PartStream.NET Software, or support services. Customer stipulates and agrees that data processing and use of the Internet and World Wide Web entail the likelihood of some human and machine errors, omissions, delays and losses and represents and covenants that Customer will adopt reasonable measures to limit its exposure to such potential losses.

4.3 SOLIDWORKS MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE WITH RESPECT TO 3D PartStream.NET, 3D PARTSTREAM.NET SOFTWARE OR THE IMPLEMENTATION SERVICES, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SOLIDWORKS DOES NOT WARRANT THAT 3D PartStream.NET OR THE IMPLEMENTATION SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. IN NO EVENT WILL SOLIDWORKS OR ITS LICENSORS BE RESPONSIBLE FOR ANY SITUATION WHERE THE SECURITY, AVAILABILITY OR STABILITY OF THE SERVICES IS COMPROMISED BY (i) CUSTOMER, (ii) CONTENT PROVIDED BY CUSTOMER, OR (iii) ACTIONS TAKEN BY SOLIDWORKS AT THE REQUEST OF CUSTOMER.

5. LIMITATION OF LIABILITY

IN NO EVENT SHALL SOLIDWORKS OR ITS LICENSORS BE LIABLE TO CUSTOMER OR A USER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, 3D PARTSTREAM.NET, ANY OF THE SERVICES, OR ANY OTHER MATERIALS OR SERVICES FURNISHED HEREUNDER, EVEN IF SOLIDWORKS HAS BEEN ADVISED, KNOWS OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SOLIDWORKS' LIABILITY ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT AND SUBJECT MATTER HEREOF EXCEED THE AMOUNT PAID BY THE CLAIMING PARTY OVER THE PRECEDING TWELVE (12) MONTH PERIOD FOR THE PRODUCTS AND/OR SERVICES THAT GAVE RISE TO ANY CLAIM.

6. INDEMNIFICATION

SolidWorks shall not be responsible for the design quality of the Customer Models and the Customer goods represented by such models. Customer is responsible for testing and analyzing the designs of the Customer Models and for the quality and safety of the goods manufactured from such designs. Accordingly, Customer shall defend, indemnify and hold harmless SolidWorks and its officers, directors, employees and agents from and against any and all claims, demands, liabilities, losses, costs and expenses (including reasonable attorney's fees) of any kind whatsoever levied against or incurred by SolidWorks and arising directly or indirectly out of a claim of a third party relating to a Customer Model or the goods represented by such Customer Models; provided, however, that SolidWorks shall not be indemnified under this Section 6 if the pertinent claim arose directly out of the gross negligence, willful misconduct or willful failure to act by SolidWorks or any of its officers, directors, employees or agents.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall commence on the date the Customer Models are first made available to Users via a Customer Catalog and shall remain in effect for a term of one (1) year from the end of the calendar month in which the first Statement of Work with respect to 3DPartStream.NET was signed (the "Initial Term"), unless earlier terminated hereunder. After the Initial Term, this Agreement shall automatically be renewed for additional one-year terms unless one party gives the other party written notice of non-renewal at least thirty (30) days before the end of the then current term.

7.2 Termination for Default. Either party may, at its option, terminate this Agreement effective upon notice to the other party if the other party has materially breached this Agreement and has failed to cure said breach within thirty (30) days of notice of the breach.

7.3 Termination for Insolvency. Either party may terminate this Agreement upon written notice to the other party if the other party is liquidated or dissolved, or becomes insolvent, or suffers a receiver or trustee to be appointed for it, or makes a general

assignment for the benefit of its creditors or institutes or has instituted against it any proceeding under any law relating to bankruptcy or insolvency or the reorganization or relief of debtors.

7.4 Early Cancellation. Customer may terminate this agreement without cause prior to the end of a term provided that Customer pays a cancellation charge equal to three (3) months of the 3D PartStream.NET ASP Service Plan fees.

7.5 Survival of Terms. The provisions of Sections 4 - 8 of this Agreement shall survive any termination of this Agreement.

8. MISCELLANEOUS

8.1 Entire Agreement. This Agreement, including all appendices attached hereto and all Statements of Work entered pursuant to this Agreement, sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings between the parties relating thereto.

8.2 Relationship of the Parties/No Hire. The relationship between SolidWorks and Customer shall be that of independent contractors. During the term of the Agreement and any extensions thereto, and for one (1) year thereafter, neither party shall, without the prior written consent of the other, employ or offer employment to any employee or consultant of the first party involved in the subject matter hereunder.

8.3 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with, the laws of The Commonwealth of Massachusetts, excluding its provisions with respect to conflicts of laws. 3D PartStream.NET Software and the service may be subject to the export control laws of the United States or the United Kingdom and Customer agrees not to export or re-export Customer Models without the appropriate United States or foreign government licenses. The English language text of this Agreement shall be the authorized text for all purposes, despite translations or interpretations of this Agreement in other languages.

8.4 International Dispute Resolution. Any dispute, controversy or claim arising out of or in relation to this contract (except for any disputes or claims that may arise out of or in connection Section 3.1 hereof and for which SolidWorks may seek equitable relief), including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one; the seat of the arbitration shall be in Geneva, Switzerland; the arbitral proceedings shall be conducted in English. It is understood that the decision in such arbitration shall be binding on both parties and that a judgment upon any award rendered, which may include an award of damages, may be entered in any court having jurisdiction.

8.5 Force Majeure. Neither party hereto shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, power, materials or equipment, acts of terrorism, failure or delay in delivery by Customers or delays in transportation.

8.6 Severability. If any term, provision, covenant, or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Appendix A - Technical Support

SolidWorks will provide Customer a test web page, to be implemented at Customer's web site, which will enable SolidWorks technical personnel to test the connection between Customer's website and the 3D PartStream.NET service. This test page will allow SolidWorks to perform diagnostics and ensure the highest possible level of system availability and reliability. Customer must implement this test page before implementing its 3D PartStream.NET-enabled website in order to be eligible to receive technical support.

Customer shall receive Technical Support for 3D PartStream.NET – including the following services:

- Answers to questions regarding the usage of 3D PartStream
- Incident report logging and tracking
- Issue resolution
- System enhancement requests
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Technical Support does not include training, model building, or implementation services – all of which may be included in a Statement of Work.

Technical Support is accessed via the following channels:

- Telephone Support Telephone support is available at 866-415-6254 between 9:00AM and 6:00PM EST - Monday to Friday, except holidays observed by SolidWorks.
- E-mail Support E-mail support is available at support@3dpartstream.net between 9:00AM and 6:00PM EST - Monday to Friday, except holidays observed by SolidWorks.
- Fax Support Customers may also submit requests for technical support via Fax at (978) 371-5144