The terms and conditions hereinafter take precedence over Customer´s general business terms (if any), as far as there are differences in stipulations.

The GeometryFactory General Business Terms for Customer, GeometryFactory License Terms attached hereto and incorporated herein as Exhibit A, and any related invoice transaction documents are the complete agreement, and supersede all prior communications or agreements, both oral and written between the parties.

1. **DEFINITIONS.**

   1.1.   **"GeometryFactory"** shall mean GeometryFactory Sarl ("GeometryFactory"), a French corporation, having a place of business at 20, Av. Yves Emmanuel Baudoin, 06130 Grasse.

   1.2.   **"Licensed Software"** shall mean the CGAL software components for which the Customer possesses an Industrial Development License . The term "Licensed Software" is understood to specially include any and all Licensed Software Documentation as well as any and all Maintenance Modifications or Enhancements to the Licensed Software.

   1.3.   **"Errors"** shall mean problems caused by incorrect coding of the Licensed Software or incorrect statements or diagrams in Licensed Software Documentation that produce incorrect results or causes incorrect actions to occur or causes the Licensed

   1.4.   **"Confidential Information"** as used in this Agreement will mean any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of each of the Parties and/or their respective customers and/or vendors, and includes, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial data, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans.

2. Property Rights

GeometryFactory warrants and represents that it owns the right to sell the Licensed Software and that the Licensed Software does not infringe on any third party intellectual property rights.

3. Fees and Financial Conditions

Invoices shall be made out in accordance with then-current prices which are online accessible. GeometryFactory may change charges at any time. Such changes are not retroactive.
Invoices shall be paid within sixty (60) days after the date of invoice. Amounts are payable without deduction as specified on the invoice or the transaction document.

4*. Obligations and Liabilities of Customer*

Customer shall provide GeometryFactory with a reproduciable test case or sufficent information to enable GeometryFactory to replicate reported Errors.

Customer will provide a technical contact person for GeometryFactory.

Under no circumstances will Customer be liable for any consequential, indirect or incidental damages or loss of profits, whether foreseeable or unforeseeable, based on claims of GeometryFactory or its clients (including but not limited to claims for loss of data, goodwill, use of money, interruption in use or availability of data) arising out of breach of failure of express or implied warranty, breach of contact, misrepresentation, negligence or otherwise. This provision shall not be interpreted, construed or used for the benefit of any insurance consultant or insurance agency.

5. Obligations and Liability of GeometryFactory

GeometryFactory, including its employees and subcontractors, assumes responsibility for the fulfillment of its contractual obligations. GeometryFactory is liable for any direct damage deliberately or negligently caused in connection therewith and for any damage which under applicable mandatory law may not be excluded or limited. Under no circumstances will GeometryFactory be liable for any consequential, indirect or incidental damages or lost of profits, whether foreseeable or unforeseeable, based on claims of Customer or its clients (including but not limited to claims for loss of data, goodwill, use of money, interruption in use or availability of data) arising out of breach of failure of express or implied warranty, breach of contact, misrepresentation, negligence or otherwise. This provision shall not be interpreted, construed or used for the benefit of any insurance consultant or insurance agency. In no event will the aggregate liability which Customer may incur in any action or proceeding exceed the total amount actually paid to GeometryFactory by the Customer during the last twelve (12) months.
Customer notes that GeometryFactory's software is neither developed nor intended for high risk activities such as in the operation of nuclear facilities, aircraft navigation or traffic control, direct life support machines, or weapon systems, in which the failure of the software could lead directly to death, personal injury, or severe physical or environmental damagewith any liability for these high risk activities therefore excluded.
GeometryFactory defends and indemnifies Customer against any claim that the software, as provided by GeometryFactory, infringes any third party patent, copyright or other intellectual property right under any country's laws.

6. Force Majeure

Neither party will incur any liability to the other party on account of any loss or damages, resulting from any delay or failure to perform all or any part of this agreement, if such a failure or delay is caused by an event of force majeure, by events, occurrences or causes beyond the control and without negligence of the parties. Such events, occurrences or causes will include without limitations: acts of God, strikes, lockouts, riots, acts of terrorism, acts of war, acts or omissions of other parties, acts or omissions of civil or military authority, changes in law, material shortages, earthquakes, fires and explosions, floods, epidemics, quarantine restrictions, delays in transportation or inability to obtain labor or materials through its regular sources, interruption in telecommunication network or electricity network. GeometryFactory's time for performance of any such obligation shall be extended for the time period of such delay or GeometryFactory may, at its option, cancel any order or remaining part thereof without liability by giving notice of such cancellation to Customer.

7. Warranty

GeometryFactory warrants and covenants with Customer that the Licensed Software, unless modified, will perform in accordance with the published specifications ("Specifications") for a period of six months from delivery (the "Warranty Period"). In the event the software does not perform in accordance with Specifications, Customer shall notify GeometryFactory. Upon notification of a problem, GeometryFactory shall acknowledge and fix the problem within a reasonable time period following the standard rules covered by French law.
GeometryFactory will not support any Licensed Software that is modified by Customer.

8. Maintenance and Support

Any support has to be especially ordered by Customer. Customer needs a valid license for the software that shall be supported by GeometryFactory. Customer is entitled to purchase support at a later date than purchase date of the corresponding license provided that in the meantime no new version of the software has been released.
Effective date of the support contract is invoice-date. The support contract shall run for a period of twelve (12) months from effective date, provided that there is no renewal of the support contract.
Customer can but is not obliged to renew the support contract after termination.

The price for twelve (12) months support is twenty (20) percent of supported product price pursuant to then-current list prices. GeometryFactory shall provide Customer, holding a support contract, with all releases (major, minor, bug fix releases) of the Licensed Software.
GeometryFactory will support the latest version of the Licensed Software up to the termination of the support contract. Older versions of the software will be supported at the latest until one month after the delivery of a newer version to Customer.
Customer is fully responsible for contact with its customers who are using programs developed using the Licensed Software.

Obligations of GeometryFactory:
- GeometryFactory provides a contact person that has to be fixed in writing and can be changed by written notice.
- GeometryFactory maintains an email address and a fax number for Customer to contact GeometryFactory and to send messages to report problems and receive assistance.
- GeometryFactory maintains qualified personnel to provide timely and knowledgeable support service.
- GeometryFactory provides Customer with technical support for the software.
- GeometryFactory provides information and assistance to Customer in the event GeometryFactory determines a problem related to the software.
- GeometryFactory provides instructions for implementation except for instructions that are based on creative intellectual processes.
- GeometryFactory provides Customer with bug fixes or workarounds in case of software bugs.
- GeometryFactory provides Customer with the upgrade version in case of software upgrades.
- GeometryFactory agrees to accept special development orders related to the supported software for an appropriate fee. Customer can but is not obliged to place such development orders with GeometryFactory.
- GeometryFactory is entitled to call in subcontractors to fulfill its obligations.

Obligations of Customer:
- Customer provides a contact person that has to be fixed in writing and can be changed by written notice.
- Customer maintains qualified personnel that are skilled to use the software.
- In case of bugs Customer provides GeometryFactory with a bug report. Any bug report has to be provided with a short but complete program that shows the problem. Customer provides GeometryFactory with relevant data to reproduce the problem and with a complete problem description. GeometryFactory will not start investigation before the required materials are available.

Error Classification:
Error classification is proposed by Customer. GeometryFactory may reject and redetermine error classification if the classification is not substantiated argued.
Acknowledge time for Errors is two (2) working days. Resolution time for Errors is three (3) working days for critical Errors, ten (10) working days for serious Errors and the next release for minor Errors.
The error classification "critical" means that Customer experiences real or perceived data loss or corruption or an essential part of the software is unusable for the customer. Unusable means that Customer can't use an essential part of the software because of a defect of the software. Essential parts of the software are those that customers need to use the software.
The error classification "serious" means that Customer's effectiveness is severely compromised for an essential part of the system although all essential parts of the system can be used. That means that Customer has to spend large effort in order to implement a workaround for a defect of the software.
The error classification "minor" means that all essential parts of the system can be used. Customer can circumvent the problem and use the system with only slight inconvenience.
"Acknowledge Time" is the time for answering the Customer by email or phone call or fax to scope and define the

problem. Acknowledge time starts when Customer has completely provided the necessary information.

"Resolution Time" is the time for making further attempts to resolve the problem and providing Customer with the results (this may but not has to include a full solution). The times given in the table do not apply to products that are declared as "experimental", or to pre-releases.

In cases the problem is not due to the software (incorrect usage, Errors in the user's application, Errors due to modifications of Customer, etc.) GeometryFactory does not have to provide a solution but is willing to make suggestions as an act of fair dealing.

9. Nondisclosure

Each Party agrees to not disclose to any third party any Confidential Information disclosed by the other party and shall ensure that all its employees comply with this obligation. The confidentiality obligations set forth in this Agreement shall remain for a period of two (2) years after disclosure of such Confidential Information.

The above obligation of confidentiality shall not extend to information which:

(1)   is known to Customer prior to disclosure from GeometryFactory;

(2)   is disclosed to Customer by a third party under no obligation of confidence to GeometryFactory and having a right to disclose such information;

(3)   is or shall become part of the public domain through no fault of Customer;

(4)   is developed or obtained by Customer wholly independent of the disclosure hereunder; or

(5)   is required to be disclosed as a result of a lawful request by any official governmental agency or entity

10. Staff

Each Party is obliged not to affect the independence of the other Party's staff. This means in particular that each Party will not submit any offer to employees of the other Party, neither offers of employment nor offers to undertake the tasks for own account.

11. Miscellaneous Provisions/General

If any provision of this agreement is determined to be invalid, unlawful or unenforceable, it shall be declared void or invalid but such decision will not affect the validity or enforceability of the remaining provisions.

All modifications or extensions of this agreement need to be put down in writing and have to be stated expressly. No right under this agreement shall be assigned by either Party without the prior written approval of the other Party.

12. Governing Law

Contracts between GeometryFactory and Customer will be governed and construed in accordance with the laws of France.

13. Litigation and Disputes

In the event of a dispute ensuing from the interpretation or the performance of this agreement, the Parties undertake to initially seek a friendly solution. If such a solution cannot be reached, the dispute will be for the exclusive competence of courts of Grasse, France. GeometryFactory also reserves the right to start legal action at the court of jurisdiction at Customer's legal business domicile or place of residence.

Definitions

1. Licensee
Licensee is a person, company or institution which licenses any of GeometryFactory's Software products, having a specified place of business resp. residence.

2. Licensor
Licensor is GeometryFactory Sarl ("GeometryFactory"), a French corporation, having a place of business at 20, Av. Yves Emmanuel Baudoin, 06130 Grasse.

3. Software
Software means C++ components as they can be found in the component repository at
www.geometryfactory.com.

4. Commercial Institution/Use
Commercial institution is defined to be any company or organization with profit interest.
Commercial use is defined as any use within a commercial institution, any use with profit interest or any use within a cooperation of two or more parties with at least one party having a profit interest or being a commercial institution.

5. Source Code
Source code is the human written or/and tool-generated code which is used as input to the compiler in order to produce the object code.

6. Object Code
Object code is the code the compiler produces from the source code.

7. Program
Program is an executable piece of code which may use (parts of) the Software.

Licenses

Any use of the Software by a commercial institution or any commercial use of the Software
requires the possession of a commercial license. A commercial license gives the right to use the Software as commercial institution as well as to commercially use the Software.

Industrial Development License
An Industrial Development license is a commercial license. The license gives Licensee the right to use the Software as source code. Licensee can install and use the Software on an arbitrary number of machines operated by the Licensee. Licensee may not sell, rent, loan or otherwise encumber or transfer the Software in whole or in part, to a third party. Licensee is explicitly prohibited from distributing the Software, in whole or in part, to any third party, except as object code linked to programs created using the Software. The Industrial Development license grants Licensee the right to develop executable programs (i.e. object code and programs) using the Software. It further allows Licensee to use, translate, modify, create derivative works, and distribute such object code and programs. Licensee will own all rights to programs created using the Software, and Licensee owes
no fee for users of this Software and owes no royalties for selling such programs. Licensee is not allowed to wrap the data types and algorithms of the Software in a way that allows his/her customers to use the functionality of the Software for software development.

Industrial Research License
An Industrial Research license is a commercial license. The license gives Licensee the right to use the Software as source code. Licensee can install and use the Software on an arbitrary number of machines operated by the Licensee. Licensee may not sell, rent, loan or otherwise encumber or transfer the Software in whole or in part, to a third party. Licensee is explicitly prohibited from distributing the Software, in whole or in part, to any third party, even as object code linked to programs created using the Software. The Industrial Research license grants Licensee the right to develop ex-

ecutable programs (i.e. object code and programs) using the Software. It further allows Licensee to use, translate, modify, create derivative works. Licensee will own all rights to programs created using the Software. Licensee is not allowed to commercialize such programs, or to use them commercially. The Industrial Research License expires after one year and must be renewed, as the software is only rented and not sold. If the Industrial Research License gets not renewed by the Licensee, the Licensee must deinstall the Software from his machines, and must inform the Licensor about the deinstallation.

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An Academic Development License is a commercial license. It has the same rights and obligations as the Industrial Research license, but it is limited to academic institutions.