

## **Graphtec Pro Studio / Graphtec Pro Studio Plus / Cutting Master 4 License Agreement**

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3. To use this software, you must agree to the license agreement with the SAI.
4. The activation code of Graphtec Pro Studio / Graphtec Pro Studio Plus is the right that one user can use the software with one computer.
5. Notwithstanding the terms and conditions of the license agreement you can use Cutting Muster 4 on limitless number of PCs.

### **Software License Agreement**

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3. Intellectual Property Rights means, by way of example, but is not limited to, the following: rights in know-how, trademarks, copyrights, patents, patent applications (including reissues, renewals, continuations, continuations-in-part, or divisions of any patent or patent application, as appropriate), trade secrets, instructions, improvements, modifications, suggestions, proposals, programs, ideas, writings, and the like of any sort whatsoever, and any embodiment thereof including, but not limited to, computer programs, documentation, assembly and detailed drawings, plans, specifications, results of technical investigations and research, assembly, and parts manuals, artwork, software, programming, applets, scripts, designs, and any other proprietary information of or in connection with the Software.
4. Information means any type of data You provide to SA International Inc. in any form or manner in connection with: (i) the purchase of the license to use the Software, (ii) the registration of the license to use the Software; (iii) in connection with Support Services; or in any other communication

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6. Materials means any applicable, associated documentation for use in connection with the Software as provided by SA International Inc. in any medium such as, by way of example, printed materials or On-Line.

7. Network means any electronic system for communicating to more than one PC and where such PCs are physically located in the same premises, except as expressly provided herein.

8. On-Line means communications by means of the Internet or World Wide Web.

9. PC means a personal computer.

10. Software means, separately or together, the above-identified computer software.

11. Support Services means any services which SA International Inc. determines to provide in its sole discretion to maintain the operation of the Software.

12. You or Your means you, any other entity on whose behalf you are acting, and anyone who you or such entity authorizes to use the Program.

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5. Single-User License. If you have purchased a single-user license of the Software, you are, by this purchase, granted a limited non-exclusive license to use the Software. If not already installed on a PC

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## **SUPPORT SERVICES**

Use by you of Support Services is governed by SA International Inc.'s policies and programs described in the user manual, in documentation made available On-Line, and/or in other SA International Inc.-provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the Software and subject to the terms and conditions of this Agreement.

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You expressly agree that SA International Inc. may use Information in its business, including for product support and development. You agree that SA International Inc.'s use of the Information is unrestricted and non-confidential and You automatically grant SA International Inc., its successors and assigns, a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license in all Intellectual Property Rights in the Information, which includes the unrestricted right to use the Information in any way SA International Inc. wishes, including, by way of example and without limitation, to sublicense, copy, transmit, distribute, create derivative works, display and perform. You expressly waive any claim to a right of publicity or right of privacy or moral rights in such Information.

## **TERMINATION**

Without prejudice to any other rights, SA International Inc. may terminate the Agreement if you fail to comply with any of its terms and conditions or if you violate SA International Inc. "Acceptable Use Policy" which is posted upon SA International Inc. at [www.thinksai.com](http://www.thinksai.com) or such other internet-accessible location as SA International Inc. may determine at its discretion. In such event, you shall destroy all copies of the Software (including all of its component parts) and Materials. SA International Inc. may suspend or deactivate your use of the Software with or without notice. SA International Inc. reserves the right to discontinue all support for the Software. SA International Inc. will endeavor to notify you of any such discontinuance of such support but assumes no obligation to do so. From time-to-time SA International Inc. may change the terms and conditions of this Agreement. Your continued use of the Software indicates your agreement to any such changes.

## **GOVERNING LAW AND JURISDICTION**

The Agreement shall be governed by the laws of the State of Utah and jurisdiction for any dispute, except as expressly provided herein, shall be exclusively within the courts located within the State of Utah.

## **ARBITRATION**

Any dispute arising directly or indirectly under Agreement may, at SA International Inc.'s sole and exclusive discretion, be submitted to, and settled by arbitration by at least one (1) arbitrator. The arbitration shall be conducted in accordance with the rules for conducting arbitration by an organization previously established for conducting arbitration, which arbitration shall take place in Murray, Utah, or such other location in Utah as may be chosen by SA International Inc. Each arbitrator shall strictly apply Utah law, the Federal Rules of Evidence and the terms of this Agreement and shall have no power to strike, amend, or modify said terms. Any such proceeding shall, at the exclusive discretion of SA International Inc. be held in confidence by all parties and witnesses. The judgment or the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof and there shall be no trial de novo. At the sole discretion of SA International Inc. the arbitrator(s) may have equitable powers including the right to issue temporary restraining orders and preliminary injunctions.

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2. IN NO EVENT SHALL SA INTERNATIONAL INC. OR ITS SUPPLIERS OR LICENSORS BE LIABLE TO YOU FOR LOST DATA, LOST PROFITS, COST OF COVER OR OTHER ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, EVEN IF A REPRESENTATIVE OF SA INTERNATIONAL INC. HAS BEEN ADVISED BY YOU OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY ANY THIRD PARTY.

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4. SA International Inc. is not responsible for any typographical errors in the Software or Materials.

5. SA International Inc. intends to maintain Information in accordance with SA International Inc.'s understanding of industry practices but assumes no responsibility or liability in connection therewith.

6. This Agreement sets forth SA International Inc.'s entire liability and your exclusive remedy with respect to the Software and the use thereof.

7. This Agreement does not limit any rights that SA International Inc. may have under trade secret, copyright, patent, trademark, or other laws. No representative of SA International Inc. is authorized to make any modification to this Agreement, or make any additional representations, commitments, or warranties binding upon SA International Inc.

## **INTEGRATION**

This Agreement constitutes the full and complete agreement between the parties with respect to the within subject matter and supersedes all prior negotiations and agreements (whether written or oral) between the parties.

## **DEFINITIONS AND HEADINGS**

1. The definitions provided herein are referred to herein by bold and italicization throughout this Agreement. The definitions of such terms are understood to be applicable to both singular and plural uses of such defined terms.

2. The titles of this Agreement are inserted for convenience only and shall not be construed as limiting in any manner.

## **AMENDMENTS**

No amendment or modification of this Agreement shall be valid or binding unless the same shall be made in writing and signed on behalf of each party.

## **WAIVER**

1. The failure to enforce any of the terms and conditions of this Agreement by SA International Inc. shall not be deemed a waiver of any other right or privilege under this Agreement or a waiver of the right to thereafter claim damages for any deficiencies resulting from any misrepresentation, breach of warranty, or nonfulfillment of any obligation.

2. In order for there to be a waiver of any term or condition of this Agreement, such waiver must be in writing and signed by the party making such waiver.

## **SEVERABILITY**

If any provision of the Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. Without limiting the foregoing, it is expressly understood and agreed that each and every provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, indemnification or exclusion of damages or other remedies is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages or other remedies set forth herein shall remain in effect.

## **GOVERNMENT REGULATIONS**

If you are a U.S. Government end-user, this Agreement conveys only "RESTRICTED RIGHTS," and its use, disclosure, and duplication are subject to Federal Acquisition Regulations, 52.227-7013(C) (1) (ii).

## **EXPORT REGULATIONS**

Notwithstanding the location of any PC herein, You represent and warrant that, as required by the Acts that, unless You obtain prior authorization from the United States Office of Export Administration, You will not knowingly re-export, directly or indirectly, nor knowingly allow any other person or entity to re-export, the Software supplied for any purpose to any of the countries to which such re-exports are prohibited. Your obligation hereunder is subject to the Act, which obligation shall survive the expiration or termination of this Agreement so long as the relevant Act remain in effect.

## **ATTORNEY'S FEES**

Should SA International Inc. prevail in any lawsuit, action, or proceeding in contract, tort, or otherwise which arises out of or related to this Agreement, SA International Inc. shall be entitled to recover all of its costs and expenses including, without limitation, its reasonable attorneys fees incurred in connection with such lawsuit, action, or proceeding, including any appeal of such lawsuit, action, or proceeding.

## **SALES ACROSS INTERNATIONAL BOUNDARIES**

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