

Last Updated: March 15, 2019

Mold Design and A Segregation Analysis (“MDSA”) software with online access agreement

This MDSA Access Agreement (“Agreement”) governs the online purchase and use by Customer of the services provided by Service Provider (Industrial Soft) in connection with the online MDSA access software. In the event of conflict among terms, the order of priority shall be the Invoice, this Agreement, and then the Terms of Purchase and Use.

1. Service Provider agrees to provide the online access to the MDSA software described in each Invoice, and Customer agrees to pay for the MDSA software access and comply with the terms and conditions set forth in this MDSA Access Agreement, each Invoice, and the Terms of Purchase and Use. The Fees for the Services are shown in the Invoice. Subsequent purchases of Services shall be made only from Service Provider, and shall be subject to the terms and conditions of this Agreement.
2. The Term of Purchase and Use for the MDSA software is indicated in this Agreement. The MDSA software may be accessed and used only by the number of Users specified in the Invoice(s), for the Fees corresponding to that number and type of Users. For each User, Customer will be provided a user name (User ID) and password, which enables the number of Customer's Users to access the MDSA System and use the MDSA software. The term of Service will automatically renew for successive periods of one (1) month each unless and until either party gives the other party notice of non-renewal at least 60 days prior to the next scheduled renewal date.
3. Service Provider grants to Customer a limited, non-exclusive, terminable, non-transferable license to access the MDSA software through the MDSA website www.simcade.com, or by any other means on which the parties may agree, and to use the MDSA software during the Term or Service, subject to the Terms of Purchase and Use, as Service Provider may revise such Terms of Use from time to time.
4. All terms and conditions that are part of this Agreement, the Terms of Purchase and Use and all the Invoices completed pursuant to this Agreement, constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements or communications with respect to the subject matter hereof. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current Terms of Purchase and Use, the terms of the Agreement shall control.
5. Customer represents and warrants that Customer has all necessary authorization to purchase and pay for MDSA software indicated in each Invoice.
6. Customer agrees to provide the necessary electric service, wiring, computer equipment and communication line access for access to the MDSA software. Customer shall be responsible for ongoing charges for Customer's own use of such data communication lines.
7. In addition to the initial purchase, the parties may enter into one or more additional Invoices, each of which provides a general description of the MDSA software to be provided to Customer. For any Invoice to

be effective, it must be in writing and signed or otherwise authenticated by Customer. Electronic and fax documents are considered to be in writing for this purpose. All terms and conditions set forth in this MDSA Access Agreement are automatically incorporated in, and deemed part of, each such Invoice.

8. If there is any conflict between the terms of an Invoice and the terms of this MDSA Access Agreement or the Terms of Purchase and Use, then the terms of the Invoice shall control. Each Invoice, as supplemented by the terms of this MDSA Access Agreement and the Terms of Purchase and Use, constitutes an entire and separate agreement between the parties regarding the MDSA software covered by that Invoice, and supersedes any other prior oral or written understandings and agreements of the parties regarding the MDSA software covered by that Invoice. Any provisions contained in Customer's own purchase Invoices, such as preprinted terms and conditions typically found on their reverse side, shall not apply and are superseded in their entirety by the provisions of this Access Agreement, including the applicable Invoice.

Description of MDSA software access

(1) BASIC MONITORING. The MDSA software access include access by Customer through the MDSA Customer Web-based access to the following online software:

- Ingot and Mold Design Assistant v.1.0
- Solidification Simulation (SimCADE v.2.0) and A Segregation Analysis

(2) HOSTING AND MANAGEMENT SERVICES. The MDSA software access include the following managed services:

- Network administration
- Software administration
- Data administration

(3) AUTHORIZED USERS. The MDSA software may be used by all employees of Customer at facilities governed by Customer as identified by the postal code as written in Invoice. If Customer is an educational institution, the MDSA software may only be used by Customers's enrolled students, faculty, teaching assistants, administrators and staff on Customers's computers at facilities governed by Customer. Customer will use commercially reasonable efforts to restrict network or any other access to the MDSA software by anyone outside of Customer's facilities who is not authorized to use the MDSA software.

(4) INSTALLATION/ACTIVATION SERVICES: Customer receive the following Installation Services from Service provider:

- Server Setup
- Software installation

(5) BUSINESS PROCESS TRAINING. Customer shall receive support to:

- Build Ingot and Mold Projects Database if needed
- 30 days technical support to use the software

(6) SUPPORT SERVICES. Support Services include unlimited remote service and support during normal business hours and 24x7 for emergency support. Customer will designate one individual who will be the authorized point of contact for all technical support communications between Service Provider and Customer at all times. Service Provider will use commercially reasonable efforts to keep the MDSA Software available on a 24 hour a day, 7 day a week basis, via web site access utilizing the Minimum Configuration, subject to occasional scheduled downtime (during non-working hours, for short periods of time, typically on Sundays and communicated in advance) for maintenance purposes, unforeseen maintenance and systems outages, or routine testing of the Services. As used herein, "Minimum Configuration" means the minimum configuration of client hardware and software required to access the Services, which, shall be that users have an Internet connection.

Terms of Purchase and Use

PLEASE READ CAREFULLY BEFORE PURCHASING THE ACCESS TO MDSA SOFTWARE. BY PURCHASING THE ACCESSING AND USING THE MDSA SOFTWARE AND THE ASSOCIATED WEBSITE, APPLICATIONS AND TOOLS, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN. THESE TERMS OF PURCHASE AND USE FORM PART OF THE MDSA ACCESS AGREEMENT, WHICH YOU ARE REQUIRED TO ACCEPT IN CONNECTION WITH YOUR INITIAL AND ALL SUBSEQUENT PURCHASING OF MDSA SOFTWARE.

MDSA software access; Grant of Rights

If MDSA software access is obtained pursuant to an Invoice, Service Provider grants you and your staff (collectively, the "Users"), for the Term of Service indicated in the Invoice, a limited, non-exclusive, terminable, non-transferable license to access and use the services, tools and applications provided through the MDSA software access subject to these Terms of Purchase and Use. The MDSA software access may include download areas and product information provided by Service Provider or third-party vendors. All MDSA software, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to these Terms of Purchase and Use. All rights not expressly granted to you and your Users pursuant to the MDSA Access Agreement are reserved to Service Provider, and all uses of the MDSA software not expressly permitted hereunder are prohibited.

Permitted and Prohibited Use

Limited Use. You and your Users may use the MDSA software access solely to support and operate in your internal business. Service Provider reserves the right, in its sole discretion, to limit your and/or your Users' use of the MDSA software in the event that Service Provider determines that your and/or your Users' use thereof to be inconsistent with such purposes, and/or otherwise inconsistent with these Terms of Purchase and Use.

Prohibited Uses. You agree, for yourself and all your Users, as a condition of use of the MDSA software, not to use the MDSA software for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You and your Users may not use the MDSA software in any manner that could damage, disable, overburden, or impair any Service Provider or subscriber server, or the network(s) connected to any Service Provider or subscriber server, or interfere with any other party's use and enjoyment of any of the MDSA software. You and your Users may not attempt to gain unauthorized access to any part of the MDSA software, other accounts, computer systems or networks connected to any Service Provider or subscriber server or to any part of the MDSA software, through hacking, password mining or any other means. You and your Users may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the MDSA software. Except as expressly set forth herein, you and your Users may not (i) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sublicense, distribute, or circulate the MDSA software access, or any associated applications, tools or data thereof; (ii) disassemble, decompile, or reverse engineer the software used to provide the MDSA software, or use a robot, spider, or any similar device to copy or catalog any materials or information made available through the MDSA software; or (iii) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the MDSA software's control or security systems, or allow or assist a third party to do so.

Suspension of Service. Service Provider may at any time suspend (or require that you suspend) the access of Users to the MDSA software and/or disable their Login Information in the event of violation of these terms and conditions. Grounds for doing are not limited but may include, for example, legal or regulatory reasons, investigation of suspicious activities, or action by authorities, or if Service Provider or you have reason to suspect any such User is engaged in activities that may violate these Terms of Purchase and Use, applicable laws, or subscriber policies, or are otherwise deemed harmful to Service Provider, your organization, your and our respective network or facilities, or other Users. Service Provider shall not be liable to any User for suspension of MDSA Service, regardless of the grounds.

Ownership; Subscriber and User Submissions

As between you and your Users and Service Provider, the MDSA software, any material or information provided pursuant to the MDSA software, and any associated applications, tools or data, and all additions, modifications and improvements made or specified by Service Provider, its agents or contractors, are the property of Service Provider, and are protected by Canadian and international copyright, trademark and patent laws, as applicable. By using the MDSA software, neither you nor your Users gain any ownership interest in such items.

Service Provider does not claim ownership of the usage information you or your Users provide for the use and operation of the MDSA software. Service Provider and its vendors and contractors may use such information to operate and administer the MDSA software. In addition, Service Provider may retain, analyze, use and share such information in anonymous, filtered, or aggregate form for general business purposes.

Service Provider reserves the right to upgrade, modify, replace or reconfigure the MDSA software at any time, provided that you will be provided at least thirty (30) days' advance notice for changes that materially and adversely affect any use of the MDSA software. Service Provider may also change the fee schedule, support terms, and service level agreements for the MDSA software subject to at least thirty (30) days' advance notice, except that the change will not apply for the remainder of the Term of Service to the amount and type of MDSA software you have contracted for under existing Invoices. Any such notice may be given and shall be effective if posted by Service Provider in the "Subscriber Alert" section of Service

Provider's website, or if provided in an email sent to your account representative, or if included in any amendment, extension or new version of this Agreement or any Invoice.

Links to Third Party Sites

The MDSA Service may provide links that allow you or your Users to leave Service Provider's site and/or access third party websites. The linked sites in many cases are not under the control of Service Provider and Service Provider is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Service Provider is not responsible for webcasting or any other form of transmission received from any linked site. Service Provider provides these links only as a convenience, and the inclusion of any link does not imply endorsement by Service Provider of the site.

Use of Passwords; Internet

You are responsible for providing and administering usernames and passwords for all Users (the "Log-In Information"). Each User must have a valid username and password for the purpose of accessing the MDSA software. You and your Users must keep all Log-In Information strictly confidential. Log-In Information may be used only by the assigned User and may not be shared or transferred without your consent and control.

You and your Users are responsible for maintaining the confidentiality of that User's username and password. You and your Users are responsible for any and all activities that occur under all your Users' accounts. You agree to notify Service Provider immediately of any unauthorized use of your Users' accounts or any other breach of security. Service Provider will not be liable for any loss that you or a User may incur as a result of someone else using your Users' passwords or accounts, either with or without the applicable Users' knowledge.

Service Provider does not guarantee the security of any information transmitted to or from you or any User over the Internet, including through the use of e-mail. Access to the Internet, if employed, is your and each User's sole responsibility and the responsibility of Internet provider(s) you select. Service Provider does not accept any responsibility for failure of service due to Internet facilities, including related telecommunications or equipment.

Communications from Service Provider

Service Provider may periodically contact you or Users for customer service purposes. By accessing the MDSA software, you and each User consent to receive such communications. You agree that Service Provider may reference its business relationship with you in its marketing or sales materials.

Payments, etc.

You agree to pay at the time indicated in each Invoice all payments due from you thereunder. If not otherwise indicated in the Invoice, all payments are due thirty (30) days from invoice.

You agree to accept responsibility for paying and reporting (a) all federal, provincial, state and local taxes, however designated, levied or based on account of the purchase price of the Products or MDSA software or on account of your acquisition or ownership or use of the Products (exclusive only of taxes based on net income derived by Service Provider), and (b) all foreign taxes, export or import tariffs, and custom duties, however designated, levied or based in connection with the sale conducted hereby, the purchase price of

the Products and the MDSA software, or your acquisition or ownership or use of the Products. You agree to hold Service Provider harmless from all claims and liability arising in connection with Purchaser's failure to report or pay such taxes.

You agrees that Service Provider and its assigns shall have a security interest in the Products until you have paid in full the total purchase price of those Products shown in each applicable Invoice. You agrees that this agreement shall be a security agreement as defined by the Uniform Commercial Code in effect in the jurisdiction in which the Products are located and Service Provider is authorized to execute and file financing statement or other recordings in order to document the security interest.

In the event that you default in any of the terms and conditions of the MDSA Access Agreement, including these Terms of Purchase and Use and any Invoices completed and approved thereunder, or a petition for bankruptcy is filed by or against you, then, to the extent permitted by applicable law, Service Provider shall have the right to exercise one or more of the following remedies: (a) To declare the entire amount of the unpaid total purchase price due and payable plus all service fees that would otherwise come due for the remainder of the Term of Service, together with interest thereon at the lesser of 18% per annum or the then highest allowable legal rate per annum; (b) Without demand or legal process, you authorize Service Provider's agents to enter into the premises where the Products may be found and take possession and remove the same and you specifically waive any claim or right of action for trespass or damages in connection with Service Provider's exercise of such right. Service Provider shall have the right to sell, lease or retain the Products in complete or partial satisfaction of any outstanding claim and to retain all prior payments in respect of the purchase price or Products and previously accrued service fees. Notwithstanding the taking of possession by Service Provider of the Products, you shall remain liable for the total purchase price for the Products and all service fees that would otherwise come due for the remainder of the Term of Service; and/or (c) To terminate this Agreement as to any or all of the Invoices. All remedies of Service Provider hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or consecutively and jointly or severally, and the exercise of any one remedy shall not be deemed to be an election of such remedy to preclude the exercise of any other remedy. No failure on the part of Service Provider to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Service Provider of any right or remedy hereunder preclude any other or further exercise of any partially exercised right or remedy.

Changes to Terms of Use

SERVICE PROVIDER RESERVES THE RIGHT TO CHANGE THESE TERMS OF PURCHASE AND USE FROM TIME TO TIME. SUCH CHANGES WILL BECOME EFFECTIVE WHEN MDSA POSTS THE REVISED TERMS OF USE AS PART OF THE SERVICE OR ON ANY RELATED WEBSITE. THE MOST CURRENT VERSION OF THE TERMS OF USE CAN BE REVIEWED BY CLICKING ON THE "TERMS OF PURCHASE AND USE" HYPERTEXT LINK LOCATED IN THE HOME PAGE FOR THE SERVICE. USERS SHOULD CHECK THE TERMS OF USE FROM TIME TO TIME, AS THEY ARE BOUND BY THE TERMS OF USE SO POSTED FROM AND AFTER THE TIME THE CHANGES ARE POSTED. ANY REVISED TERMS OF USE SHALL SUPERSEDE ALL PREVIOUS VERSIONS.

Termination of the MDSA Access Agreement; Effect of Termination or Expiration

In the event that you breach any term of the MDSA Access Agreement, or you or your Users breach these Terms of Purchase and Use, and such breach is not cured within 10 days after receipt of notice thereof from Service Provider, Service Provider may terminate the MDSA Access Agreement in whole or in part

immediately upon written notice to you. Notwithstanding the foregoing, there shall be no cure period for any Event of Default that is not curable.

Upon expiration or prior termination of the MDSA Access Agreement, all rights granted herein shall revert to Service Provider. All access to and use of the MDSA software by Users must then cease, and all materials, applications and tools downloaded from the MDSA Service must be erased, deleted, or destroyed.

No Warranties, Limitation of Liability

THE MDSA SOFTWARE AND ANY TOOLS, APPLICATIONS, INFORMATION OR MATERIALS PROVIDED TO YOU IN CONNECTION WITH THE MDSA SOFTWARE ARE PROVIDED "AS IS," AND ALL WARRANTIES OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON-LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULTS OR OUTPUT, SECURITY AND, EXCEPT AS MAY BE OTHERWISE STATED IN THIS AGREEMENT, NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. MDSA DOES NOT GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR ACCURACY OF THE MDSA SOFTWARE.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SERVICE PROVIDER OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF MDSA'S OBLIGATIONS HEREUNDER. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR ANY LOST OR CORRUPTED DATA, DOWNTIME, LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, INCLUDING NEGLIGENCE.

Service Provider and its affiliates shall not be liable for loss, injury or damage of any kind to any person or entity resulting from any use, condition, performance, defect or failure in the Products or the MDSA software. You and your Users release and waive all claims against Service Provider, its parent, subsidiaries, affiliated companies, agents or content providers, and the directors, trustees, officers, shareholders, employees, agents and representatives of each of the foregoing (the "Service Provider Group"), from any and all claims, damages, liabilities, costs and expenses arising out of your and your Users' use of the Products and the MDSA software. California residents waive any rights they may have under §1542 of the California Civil Code, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." You and your Users agree to release unknown claims and waive all available rights under California Civil Code §1542 or under any other statute or common law principle of similar effect. To the extent permitted by applicable law, this release covers all such claims regardless of the negligence of the Service Provider Group.

Subscriber Representations

You represent and warrant that (i) you have full power and authority to enter into the MDSA Access Agreement, and to agree to all the terms and conditions contained therein and in these Terms of Purchase and Use; (ii) only you and your Users shall per permitted to access the MDSA software and any related tools, applications, information and materials provided in connection with the MDSA software; and (iii) you shall obtain and maintain in effect all permits, licenses and authorizations necessary for the purchase and intended use of the Products and the MDSA software.

Reporting Infringement

By accessing and/or using the MDSA software, Users agree to report to Service Provider all claims or suspected claims of copyright or other infringement of Service Provider's intellectual property or other proprietary rights. Claims of infringement should be directed to Legal Department, Service Provider, **Ovidiu Bogdan**.

If you believe that any information on the MDSA Site infringes on your copyright, you should notify Service Provider of your claim in accordance with the following procedures. Service Provider will process notices of alleged infringement in accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable copyright laws. The DMCA requires that notification of claimed infringement be in writing and provided to Service Provider's designated agent of service, **Ovidiu Bogdan**

To be effective, the notice of infringement must contain the following information: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material; (4) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (5) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Miscellaneous.

Failure to perform by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war or any similar event beyond a party's reasonable control shall not be a breach hereof.

Service Provider shall not be liable for any loss or damage of any kind or for any consequences thereof resulting from delay or inability to deliver caused by strikes, lockouts, fire, theft, shortage, inability to obtain materials or shipping space, breakdowns, delays or carriers, manufacturers, or suppliers, acts of God, governmental statutes, proclamations or regulations, riot, civil commotion, war, malicious mischief, receipt of necessary information from Purchaser, or by any cause beyond your reasonable control.

You acknowledge and agree that the MDSA software and the tools, applications, information and materials provided in connection with the MDSA software possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use, and that unauthorized use may cause immediate and irreparable damage to Service Provider or other Subscribers for which Service Provider or such other Subscribers would not have an adequate remedy at law. Therefore, you agree that, in the event of such unauthorized use, in addition to such other legal and equitable rights and remedies as may be available to Service Provider, Service Provider shall be entitled to injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

This Agreement shall be construed and enforced under the laws of Quebec, Canada without reference to the choice of law principles thereof. User hereby consents to and submits to the jurisdiction of the federal and province courts located in the Province of Quebec. User waives any defenses based upon lack of personal jurisdiction or venue, or inconvenient forum.

If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof.

No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.

Section headings are provided for convenience only, and shall not be used to construe the meaning of any section hereof.