

END-USER LICENSE AGREEMENT FOR SimLab Composer, herein referred to as the "Software"

Copyright 2018 by Simulation Lab Software L.L.C referred to herein as the "Developer".

IMPORTANT-READ CAREFULLY: This License Agreement for Software ("Agreement") is a legal agreement between you (either an individual or a single entity, referred to in this Agreement as "Recipient") and Developer for software product(s) identified above ("Software"). The Software includes computer software, the associated media, any printed materials, and any "online" or electronic documentation. **YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE.** Developer may, in its sole discretion, also provide further pre-releases of the Software or related information to Recipient hereunder, in which case such further pre-releases and related information shall also be covered hereunder as "Software."

SOFTWARE PRODUCT LICENSE: The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

1. **GRANT OF LICENSE.** This Agreement grants Recipient the following rights provided that Recipient complies with all terms and conditions of this Agreement:

1.1. Developer grants to Recipient a limited, non-exclusive, nontransferable, royalty-free license to install the Software, upon installing the software the user is granted a license to use the light edition of SimLab Composer, which **can be used commercially.**

1.2. To get access to more functionality the user can request a trial license of the Software, trial license can only be used to evaluate capabilities of the Software and cannot be used commercially.

1.3. Developer may grant educational users, free educational licenses, educational licenses cannot be used commercially or in a paid research work.

1.4. To use the Software commercially beyond what is available in the light edition, the user needs to get a professional license from the Developer

1.5. All other rights are reserved to Developer. Recipient shall not rent, lease, sell, sublicense, assign, or otherwise transfer any portion of the Software. Recipient may not reverse engineer, decompile or disassemble any portion of the Software, except and only to the extent that this limitation is expressly prohibited by applicable law notwithstanding this limitation.

1.6. Recipient may from time to time provide suggestions, comments regarding usability, bug reports, test reports or other feedback (collectively, "Feedback") to Developer with respect to the Software. All Feedback is and shall be given entirely voluntarily.

1.7. Recipient agrees that: (i) Developer may freely use, disclose, reproduce, license, distribute and otherwise commercialize the Feedback in any of the Developer products, technologies, services, specifications or other documentation (collectively, "Developer Offerings"), (ii) Recipient also grants third parties, without charge, only those patent rights necessary to enable their products, technologies or services to use or interface with any specific parts of a Developer Offering that incorporate the Feedback; and (iii) Recipient will not give Developer Feedback subject to license terms that seek to require any Developer Offering that incorporates or is derived from any Feedback, or other Developer intellectual property, to be licensed to or otherwise shared with any third party.

1.8. In the event Developer, in its sole discretion, elects to provide deliveries of the Software to more than one individual employed by Recipient (if Recipient is not a single individual), each such recipient shall be entitled to exercise the rights granted in this Agreement, and shall be bound by the terms and conditions herein.

1.9. Recipient shall not install the Software on an unattended machine to Automate tasks done by the Software for multiple users (Being accessible through a webserver or a group server or a public access machine) without obtaining a server license from the Developer.

1.10. Developer has full copywriters of the 3D models included with the Software, the recipient has the right to use those models in rendering, 3D PDF, and WebGL generation. The recipient does not have the right of distributing those 3D models on the web, or with any software application.

2. **TERM OF AGREEMENT.** This Agreement is effective upon your opening and/or installing the Software package, or its initial

use if downloaded.

3. SOFTWARE MAINTENANCE/UPDATES. Developer is not obligated to provide maintenance, technical support or updates to Recipient for the Software provided to Recipient pursuant to this Agreement. However, Developer may, in its sole discretion, provide further pre-release versions, technical support, updates and/or supplements of the Software and/or related information ("Updates") to Recipient hereunder, in which case such Updates shall also be deemed to be included in the "Software" and therefore governed by this Agreement, unless other terms of use are provided by Developer with such Updates. In no event shall Developer be obligated to provide Recipient a copy of the commercial release version of the Software in connection with Recipient's participation in the evaluation program. Developer is not obligated to make the Software commercially available.

4. INTELLECTUAL PROPERTY RIGHTS. All title and intellectual property rights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text, scripts, models, and source code incorporated into the Software), and any copies of the Software that Recipient is expressly permitted to make herein, are owned by Developer or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the Software are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants Recipient no rights to use such content. If the Software contains documentation which is provided only in electronic form, Recipient may print one copy of such electronic documentation. Recipient may not copy the printed materials accompanying the Software. All rights not expressly granted are reserved by Developer.

5. DISCLAIMER OF WARRANTIES. THE SOFTWARE IS DEEMED ACCEPTED BY RECIPIENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEVELOPER AND ITS SUPPLIERS PROVIDE THE SOFTWARE, AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS, AND DEVELOPER AND ITS SUPPLIERS HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND ANY SUPPORT SERVICES, REMAINS WITH RECIPIENT.

6. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DEVELOPER OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF DEVELOPER OR ANY SUPPLIER, AND EVEN IF DEVELOPER OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO RECIPIENT.

7. LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT RECIPIENT MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF DEVELOPER AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND RECIPIENT'S EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THE GREATER OF THE ACTUAL DAMAGES RECIPIENT INCUR IN REASONABLE RELIANCE ON THE SOFTWARE UP TO THE AMOUNT ACTUALLY PAID BY RECIPIENT FOR THE SOFTWARE OR US\$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND

DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

8. GOVERNING LAW/JURISDICTION/ATTORNEYS' FEES. This Agreement shall be construed and controlled by the laws of the State of Jordan, and Recipient consents to exclusive jurisdiction and venue in the law courts sitting in Amman, Jordan. Recipient waives all defenses of lack of personal jurisdiction and forum non conveniens. Process may be served on either party in the manner authorized by applicable law or court rule. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

9. ENTIRE AGREEMENT; SEVERABILITY. This Agreement constitutes the complete and exclusive agreement between Developer and Recipient with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and