

Software License Agreement

Please read this Software License Agreement (this “**Agreement**”) carefully. It is a legal document that explains your rights and obligations as licensee related to your use of the Software (as defined below), which assists to develop 3D rendered images, videos and interactive experiences. By downloading or using the Software, signing a Software Order (as defined below), or by otherwise indicating your acceptance of this Agreement, you are agreeing to be bound by the terms of this Agreement. If you do not or cannot agree to the terms of this Agreement, please do not download or use this Software.

This Agreement is by and between Beyond CAD LLC, a Nevada limited liability company (“**Licensor**”) and the customer (individual or entity) that has downloaded or otherwise procured the licensed Software (as defined below) (“**Licensee**”). Licensor and Licensee may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.” This Agreement is effective as of the earlier of the date that Licensee signs a Software Order (as defined below) or the date on which the Software is first made available to Licensee (the “**Effective Date**”).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) “**Authorized User**” means an individual, employee or contractor of Licensee who Licensee permits to access and use the Software and/or Documentation pursuant to Licensee's license hereunder.

(b) “**Documentation**” means Licensor's documentation relating to the Software available at www.beyondware.com/tutorials.

(c) “**Software**” means the product described in **Exhibit A** in object code format, including any Updates provided to Licensee pursuant to this Agreement.

(d) “**Software Order**” means any order (which included without limitation online orders) that is entered into by Licensor and Licensee under which Licensee is provided the Software. Each Software Order for the Software shall be deemed a part of this Agreement. This Agreement is binding on Licensee whether or not Licensee executed a Software Order with Licensor.

(e) “**Updates**” means any updates, bug fixes, patches, or other error corrections to the Software that Licensor generally makes available free of charge to all licensees of the Software.

2. License.

(a) License Grant. Subject to and conditioned on Licensee's payment of Fees and compliance with all other terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-sublicensable, and non-transferable (except in

compliance with Section 12(g)) license during the Term to: (i) use the Software solely for any lawful business purposes up to the number of Authorized Users set forth in any Software Order (excepting licenses clearly indicated as 'floating licenses' that are based on concurrent users); and (ii) use and make a reasonable number of copies of the Documentation solely for Licensee's business purposes in connection with Licensee's use of the Software. The total number of Authorized Users will not exceed the number set forth in the applicable Software Order, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the license fees payable hereunder. Any Software Order executed by Licensee and Licensor shall automatically be incorporated herein by reference as of the Software Order effective date specified therein. The rights that Licensor grants Licensee under this Agreement are subject to the limitations on Authorized Users and other terms and restrictions specified in any applicable Software Order. In the event of an inconsistency between this Agreement and such Software Order, such Software Order shall prevail.

(b) Use Restrictions. Licensee shall not use the Software or Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly: (i) modify, or create derivative works of the Software or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software or the Documentation; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(c) Reservation of Rights. Licensor reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Software.

(d) Delivery. Licensor shall deliver the Software electronically via download or by other means, in Licensor's sole discretion. Delivery of the Software via tangible media shall only be available via written request to Licensor.

3. Licensee Responsibilities. Licensee is responsible and liable for all uses of the Software and Documentation resulting from access provided by Licensee, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Licensee is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Licensee will be deemed a breach of this Agreement by Licensee. Licensee shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software, and shall cause Authorized Users to comply with such provisions.

4. Support. Licensor shall provide Licensee with the support services described from time to time on Licensor's website located at www.beyondware.com/contact-us during the Term.

5. Fees and Payment.

(a) Fees. Licensee shall pay Licensor the fees ("**Fees**") set forth in the applicable Software Order in the manner and schedule set forth in the Software Order without offset or deduction. Licensee shall make all payments on or before the due date(s) set forth in the applicable Software Order.

(b) Taxes. All Fees and other amounts payable by Licensee under this Agreement shall be set forth in the applicable Software Order.

(c) Auditing Rights and Required Records. Upon Licensor's written request, Licensee shall certify in a signed writing that Licensee's use of the Software is in full compliance with the terms of this Agreement (including any restrictions in the applicable Software Order). Licensor may, upon prior reasonable notice of at least ten (10) days, inspect and audit Licensee's records and use of the Software to confirm Licensee's compliance with this Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with Licensee's business activities. Licensee is responsible for such audit costs only in the event the audit reveals that Licensee's use is not in accordance with the licensed scope of use and for unpaid license fees.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five

years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.

(a) Licensee acknowledges that, as between Licensee and Licensor, Licensor owns all right, title, and interest, including all intellectual property rights, in and to the Software and Documentation. However, Licensee shall retain all rights and ownership of its Content.

(b) Feedback. If Licensee or any of its employees or contractors sends or transmits any communications or materials to Licensor by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software or Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Licensor is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Licensee hereby assigns to Licensor on Licensee's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Licensor is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Licensor is not required to use any Feedback.

8. Limited Warranties and Warranty Disclaimer.

(a) Licensor warrants that: (i) the Software will perform materially as described in the Documentation for the duration of the Term; and (ii) at the time of delivery the Software does not contain any virus or other malicious code that would cause the Software to become inoperable or incapable of being used in accordance with the Documentation.

(b) The warranties set forth in Section 8(a) do not apply and become null and void if Licensee breaches any material provision of this Agreement, or if Licensee, any Authorized User, or any other person provided access to the Software by Licensee or any Authorized User, whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation or expressly authorized by Licensor in writing; (ii) modifies or damages the Software; or (iii) misuses the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by Licensor in writing.

(c) If, during the period specified in Section 8(a), any Software fails to comply with the warranty in Section 8(a), and such failure is not excluded from warranty pursuant to Section 8(b), Licensor shall, subject to Licensee's promptly notifying Licensor in writing of such failure, at its sole option, either: (i) repair via patch update or replace the Software with new version download, provided that Licensee provides

Licensor with all information Licensor reasonably requests to resolve the reported failure, including sufficient information to enable the Licensor to recreate such failure; or (ii) refund the Fees paid for such Software, subject to Licensee's ceasing all use of and, if requested by Licensor, deleting all copies of the Software. If Licensor repairs or replaces the Software, the warranty will continue to run from the Effective Date and not from Licensee's receipt of the repair or replacement. The remedies set forth in this Section 8(c) are Licensee's sole remedies and Licensor's sole liability under the limited warranty set forth in Section 8(a).

(d) EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 8(a), THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Limitations of Liability. IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED TWO TIMES THE TOTAL AMOUNTS PAID TO LICENSOR UNDER THIS AGREEMENT IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until the time set forth in the applicable Software Order (the "**Initial Term**"). This Agreement will automatically renew for the same time period as the Initial Term (or the Renewal Term then in effect, if applicable) unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal prior to the expiration of the then-current term (each a "**Renewal Term**" and collectively with the Initial Term, the "**Term**"). The Fees for any Renewal Term are subject to change at the sole discretion of Licensor. Any such changes to the Fees will be communicated to Licensee prior to the commencement of such Renewal Term via email, update on www.beyondware.com, and/or other electronic or written method as determined by Licensor.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) This Agreement will terminate automatically without notice if Licensee: (A) fails to pay any amount when due hereunder; or (B) breaches any of its obligations under Section 2(b) or Section 6;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach;

(iii) Licensor may terminate this Agreement without cause, effective upon written notice to Licensee, provided that Licensor shall refund to Licensee any Fees already paid by Licensee for the remaining period of the Term following the termination date;

(iv) In the event that the Fee is payable in multiple installments, Licensee may terminate this Agreement, effective as of the date that the then-next Fee installment is due (the "**Fee Installment Date**"), by providing written notice to Licensor prior to the Fee Installment Date.

(v) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and, without limiting Licensee's obligations under Section 6, Licensee shall cease using the Software and Documentation. No expiration or termination will affect Licensee's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Licensee to any refund.

(d) Survival. This Section 10(d) and Sections 1, 5, 6, 7, 8, 9, 11, and 12 survive any termination or expiration of this Agreement.

11. Licensee's Content.

(a) Content. "**Content**" means any text, information, or material, such as audio files, video files, electronic documents, or images that Licensee uploads and imports into, or creates with the Software in connection with or through Licensee's use of the Software. Licensee must not upload any Content that is prohibited by any applicable law. Licensor reserves the right to remove Content or restrict access to Content and the Software if any of Licensee's Content is found to be in violation of the terms of this Agreement.

(b) Licenses to Licensee's Content in Order to Operate the Software; Marketing. Solely for the purposes of operating or improving the Software, when Licensee uploads Content to the Software or utilizes the Software to create Content, Licensee grants Licensor a nonexclusive, worldwide, royalty-free, sublicensable, and transferrable license to use, reproduce, publicly display, distribute, modify (so as to better showcase Licensee's Content, for example), publicly perform, and translate the Content. Licensee hereby agrees that Licensor may include Licensee's logo and name as a customer in Licensor's sales and marketing literature and materials unless otherwise communicated to Licensor in writing in the manner set forth in Section 12(b) below.

(c) Licensor's Access to Licensee's Content. Where permitted by law, Licensor will only access, view, or listen to Licensee's Content in limited ways. For example, Licensor may need to access or view Licensee's Content to (1) respond to feedback or support requests; (2) detect, prevent, or otherwise address fraud, security, legal, or technical issues; (3) use, reproduce, publicly display, distribute modify, publicly perform, and translate the Content pursuant to Section 11(b); and (4) enforce the terms of this Agreement. Licensor's automated systems may analyze Licensee's Content using techniques such as machine learning in order to improve the Software and the user experience.

12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits; (b) second, the Exhibits to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth in the Software Order (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall Licensor be liable to Licensee, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement if and to the extent such failure or delay is caused by any circumstances beyond Licensor's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement or any Software Order is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Nevada. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Nevada in each case located in the County of Clark, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Licensee may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Licensor. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

(h) Export Regulation. The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Licensee shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

(i) US Government Rights. Each of the Documentation and the Software is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Licensee is an agency of the US Government or any contractor therefor, Licensee only receives those rights with respect to the Software and Documentation as are granted to all other users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Licensee, Section 2(b), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such

remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

SUBSCRIPTION

Plan Description -

Includes -

Price -

LICENSEE

Date

LICENSOR

Sam Lytle, Founder

Beyond CAD LLC (Beyondware DBA)

EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

1. DESCRIPTION OF SOFTWARE: SEE THE DESCRIPTION OF THE SOFTWARE AT www.beyondware.com