

IMPORTANT-READ CAREFULLY:

THE TERMS AND CONDITIONS OF A PRINTED AND EXECUTED SOFTWARE LICENSE AGREEMENT (SLA) BETWEEN YOU AND DESIGN WORKSHOP TECHNOLOGIES, SUPERSEDES THE TERMS AND CONDITIONS OF THIS END-USER LICENSE AGREEMENT.

If you are a Licensee under the terms of a SLA you may click on the "Next" button below to proceed with the installation, OTHERWISE THE TERMS AND CONDITIONS SET FORTH HEREIN ARE APPLICABLE IN FULL FORCE AND EFFECT.

END USER LICENSE AGREEMENT FOR DESIGN WORKSHOP TECHNOLOGIES SOFTWARE

THIS IS A LEGAL AGREEMENT. BY DOWNLOADING, INSTALLING OR USING DESIGN WORKSHOP TECHNOLOGIES SOFTWARE, YOU (AS DEFINED BELOW) ACKNOWLEDGE AND CONSENT TO ENTER INTO THE BINDING TERMS DESCRIBED BY THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE AND PROMPTLY CONTACT DESIGN WORKSHOP TECHNOLOGIES FOR INSTRUCTIONS ON RETURN OF THE PRODUCT(S) FOR A REFUND IN ACCORDANCE WITH DESIGN WORKSHOP TECHNOLOGIES RETURN POLICIES.

This End-User License Agreement ("EULA") is a legal agreement between you, on behalf of yourself and the legal entity for whom you are downloading and installing the software, or that has given you the authorization to use the software, whether explicit or implied ("You") and Design Workshop Technologies ("DWT") who is the owner of software product(s) ("SOFTWARE" or "SOFTWARE PRODUCT"). This license agreement represents the entire agreement concerning the SOFTWARE between You and DWT, and it supersedes any prior electronic EULA.

1. Definitions

1.1 "License Key" means a computer file and/or an electronic device, commonly referred to as a Hardware Key, and that has been delivered to You which contains technical and specific licensing information used for running the SOFTWARE.

1.2 "License Type" means identifiable type of License File and may be one of the following but not limited to: node-locked license, floating license, perpetual or time limited.

1.3 "License Capacity" means the maximum allowed concurrent users for a Floating License within a specific territory.

1.4 "Authorized User" means (a) solely you, if You are an individual; (b) if You are a legal entity, any employee authorized by You to use the SOFTWARE during the scope of their employment.

1.5 "Government" refers to United States of America government or any of its agencies.

2. Grant of License: Subject to the terms and conditions of this EULA, DWT hereby grants You a limited, non-transferable, non-exclusive License to install and use the SOFTWARE with the following conditions:

2.1 You may:

2.1.1 Install the SOFTWARE on multiple computers and user accounts, subject to limitation set forth in paragraphs 4 and 5 according to License Type and License Capacity.

2.1.2 Make back-up copies of the SOFTWARE solely for back-up or archival purposes.

2.2 You may not:

2.2.1 Reverse engineer, translate, disassemble, de-compile or otherwise decode the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

2.2.2 Rent, sublicense, sell, lend, transfer, post, transmit, distribute or otherwise make the SOFTWARE available to anyone without the prior consent of DWT, and any such selling, lending or transferring of the SOFTWARE shall be collectively governed by DWT's transfer policies.

3. Ownership: The SOFTWARE is licensed to You, not sold to You. You must retain all copyright and related notices of DWT's ownership and other rights in the SOFTWARE in the product, labeling and documentation provided.

4. Node-Locked License: Allows any Authorized User to use the SOFTWARE, either perpetually or for a specific and limited period of time, on multiple computers, provided that the SOFTWARE is not running on more than one computer at a time.

5. Floating License: Allows any number of Authorized User to use the SOFTWARE, either perpetually or for a specific and limited period of time, on multiple computers, provided that at any time the number of running SOFTWARE instances is not greater than the License Capacity.

6. Copy Protection: The SOFTWARE may include copy protection technology to prevent the unauthorized copying, or use of the SOFTWARE and/or may require a Hardware Key and/or may require original media for use of the SOFTWARE. It is illegal to make unauthorized copies of the SOFTWARE or to circumvent any copy protection technology included in the SOFTWARE unless expressly permitted by this EULA. Local law may provide you additional back-up rights.

7. On-Line Services: Certain functionality of the SOFTWARE may require separately acquired on-line services. Neither the SOFTWARE nor this EULA gives You any rights to use the Internet, any on-line or other services or software that may be necessary to use all features associated with the SOFTWARE. You are responsible to separately acquire and pay for the appropriate on-line services and to configure the computer network to support the intended features within the SOFTWARE.

8. Separation of Components: The SOFTWARE is licensed as a single product. Its component parts may not be separated for use on more than one computer unless expressly permitted by this EULA.

9. Trademarks, service marks and related marks: You acknowledge that DWT, SOFTWARE and related logos and designs are trademarks of Design Workshop Technologies, Inc. and that no rights in such trademarks are granted to You by this EULA. All other marks are the property of their respective owners. This EULA does not grant You any rights in the marks.

10. Intellectual Property Rights: All title and intellectual property rights in and to the SOFTWARE (including but not limited to any documentation, images, photographs, animations, video, audio, music, text and executable computer codes incorporated into the SOFTWARE), any accompanying printed materials, and any copies of the SOFTWARE, are owned by DWT. All title and intellectual property rights in and to the content that is not contained in the SOFTWARE, but may be accessed through use of the SOFTWARE, is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants You no rights to use such content except for the specific purpose they are provided therein. Use of any on-line services which may be accessed through the SOFTWARE may be governed by the respective terms of use relating to such services. If this SOFTWARE contains documentation that is provided only in electronic form, You may print copies of such electronic documentation for your private use in connection with the SOFTWARE. You may not copy the printed materials accompanying the SOFTWARE. All rights not specifically granted under this EULA are reserved by DWT.

11. Maintenance and Support: Product service, support and possible SOFTWARE updates for the products currently available and supported by DWT are provided by DWT for an additional fee to the Authorized User. At the option of the Authorized User, the Authorized User agrees to pay DWT a sum equal to the price found in DWT's most current price list for product service, support and possible software updates for said SOFTWARE and products. DWT reserves the right to modify the SOFTWARE from time to time without obligation to notify You, or any other person or organization of such revision or change.

12. Third Party Licenses: Certain documentation and/or components of this SOFTWARE collectively referred to as Components, may be provided under license. These Components may be copied, modified and incorporated into materials for personal or for internal company use. You are not permitted to use the Components, or any portions of the Components, in any other way. Furthermore, you may not use the Components in any manner which is defamatory, pornographic or otherwise violates any applicable laws. You may not make copies, either digital or printed, of the Components for the purpose of re-licensing or reselling the Components (whether separately or in combination with other documentation and/or components) or for any other purpose except those expressly set forth above.

13. Limitation of Liability: IN NO EVENT WILL DWT BE LIABLE FOR ANY DAMAGES, INCLUDING LOSS OF DATA, LOST OPPORTUNITY OR PROFITS, COST OF COVER OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THE USE OF THE SOFTWARE, HOWEVER CAUSED ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF DWT HAS BEEN ADVISED OR GIVEN NOTICE OF THE POSSIBILITY OF SUCH DAMAGE. THE ENTIRE RISK AS TO THE SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TO THE USE OF THE SOFTWARE IS ASSUMED SOLELY BY YOU. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, THIS LIMITATION MAY NOT APPLY TO YOU.

14. Disclaimer of Warranty: TO THE EXTENT PERMITTED BY APPLICABLE LAW ALL DWT SOFTWARE, INCLUDING THE SOFTWARE DOCUMENTATION AND/OR THE SOFTWARE COMPONENTS, IS PROVIDED "AS IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND BY EITHER DWT OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF SUCH SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NO COVENANTS, WARRANTIES OR INDEMNITIES OF ANY KIND ARE GRANTED BY DWT TO THE USER.

DWT does warrant to the Authorized User that the disc(s) on which the program is recorded be free from defect in materials and workmanship under normal use and service for a period of ninety (90) days from the date of delivery. Design Workshop Technologies warrants to the original Authorized User that the Hardware Key(s) which may be included in its products are free from defects in materials and workmanship for a period of one year from the date of delivery. DWT's entire liability and the Authorized User's exclusive remedy shall be replacement of the disc or Hardware Key(s) not meeting DWT's Limited Warranty and which is returned to DWT with an issued Return Material Authorization (RMA). In the event of replacement of the hardware component, the replacement unit will be warranted for the remainder of the original one (1) year or 30 days, whichever is longer.

15. Termination: This License is effective until terminated. You may terminate it by returning the License Key, the program and documentation and all copies thereof. This License will also terminate if You fail to comply with any term or condition of this EULA. You agree upon such termination to return all copies of the SOFTWARE and documentation to DWT.

16. Government Rights: If this License is used or acquired by the Government, the Government acknowledges that (a) the SOFTWARE constitutes "commercial computer SOFTWARE" or "commercial computer SOFTWARE documentation" for purposes of 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-3, as applicable and (b) the Government's rights are limited to those specifically granted to You pursuant to this EULA. The contractor/manufacturer is Design Workshop Technologies Inc., 6500 Trans-Canada Hwy, Suite 475, Pointe-Claire, Quebec, Canada, H9R 0A5.

17. Applicable Law: This EULA shall be governed by and construed in accordance with the laws of CANADA, without giving effect to its conflict of laws provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the EULA to be unenforceable, the remainder of the EULA will continue in full force and effect.

18. Export Control Obligations: You will not export or re-export any licensed SOFTWARE in violation of any law, regulation, order or other governmental requirement including, without limitation, the Canadian export law, the U.S. Export Administration Act, regulations of the Department of Commerce and other export controls of the U.S..

Should you have any questions concerning this agreement, please contact:

Design Workshop Technologies Inc.

6500 Trans-Canada Hwy, Suite 475

Pointe-Claire, Quebec

Canada, H9R 0A5

Tel: (514) 426.6171

Email: info@designw.com

08.2016