End-User License Agreement for EnSoft Modelify Software

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IMPORTANT NOTICE. This EULA shall prevail over your standard terms and conditions (if any) attached to, enclosed with, or referred to in, the purchase order or confirmation of order.

RECITALS. EnSoft provides the Software, a tool that assists with the transformation of code into models but which is not a replacement for the knowledge, skills and judgment of users. Therefore, in consideration of the mutual covenants, terms, and conditions set forth below, including those on the Receipt (as defined below), which are incorporated into this EULA by reference, the adequacy of which consideration is hereby accepted and acknowledged, the parties agree as set forth below.

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"**Documentation**" shall mean the online videos and other online instructions related to the Software.

"**Effective Date**" shall mean the date when EnSoft granted you the License in the Software.

"**OSE**" **shall** mean an Operating System Environment which is all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary OSE name or similar unique identifier) or separate administrative rights.

"**Project**" shall mean a unique, identifiable software code, measured in lines, upon which you operate the Software during the Term.

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"**Term**" shall mean the length of time in months starting on the Effective Date during which the License remains in effect.

"**User**" shall mean an individual operator of the Software, prior to or during operation.

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b. The number of named individual Users covered by the License;

c. The Term of the License.

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8.1 Term. Unless terminated by EnSoft or you as provided in Sections 8.2 or 8.3, your License will remain in effect for the number of months from the Effective Date (the "Term") set down in the Receipt, after which time it will expire. Certain provisions of this EULA, as provided in Section 8.4, will survive the termination or expiration of your License.

8.2 Termination. EnSoft or you may terminate this EULA for the other's material breach by written notice, effective in 30 days unless the other party first cures such breach.

8.3 Termination for Refund. You may terminate this EULA for any reason or no reason within 14 days after the Effective Date and receive a full refund of all monies paid by you to EnSoft under this EULA.

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12.1 Choice of Law and Jurisdiction. This EULA will be governed solely by the internal laws of the State of Iowa, without reference to: (a) any conflicts of law principle that

would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. EnSoft and you consent to the sole and exclusive jurisdiction of the federal and state courts of Polk County, Iowa.

12.2 Injunctive Relief. Without prejudice to any other rights or remedies that EnSoft may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach by you of Section 1, Section 2 and/or Section 3 of this EULA. Accordingly, EnSoft shall be entitled to seek an injunction or other equitable relief for any threatened or actual breach of those clauses.

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