

NC SOFTWARE SOLUTIONS

STANDARD TERMS AND CONDITIONS

This document defines the standard terms and conditions of NC Software Solutions (NCSS) and its product and service offerings, included but not limited to NC Transform (NCT), Machine Communication System (MCS), NC Tool Comp (NCTC), and Tool Assembly Control (TAC). These standard terms apply in addition to any terms included in individual agreements / purchase contracts. If the standard terms conflict with the specific terms included in the agreement, NCSS will solely determine which term is to be given priority.

Any party, weather a paying client or not, who uses NCSS product or service shall be referred to as 'Client' for the purpose of this document.

STANDARD GENERAL TERMS AND CONDITIONS

- **USE OF EQUIPMENT AND FACILITIES.** The product installation will require a software configuration on each machine. NCSS will aid in the software installation and configuration under the direction of the customer. No changes to the machine will be made without the consent of the customer. As such the customer assumes all risk associated with the software and hardware installation.
- **WARRANTY.** NC Software Solutions, LLC warrants that its products and services will be of professional quality and will conform to generally accepted data processing standards; and its personnel shall be competent and qualified to perform the tasks to which they are assigned. NCSS warrants that the final delivered products will work and function as intended when they are used in conjunction with standard manufacturing practices. Any issues or deficiencies to the product will be promptly addressed and updates will be made available for a period of 1 year after final delivery.
- **LIMIT OF LIABILITY.** The customer assumes all risks associated with the installation and use of any products and/or services provided by NCSS. Under no conditions will NCSS, its employees, or contractors be liable for any loss, including money, time, lost revenue or profits, injury, or consequential damages which may arise from the execution of this project or the use of any delivered products or services. NCSS assumes no liability for cost related to part and/or machine damage regardless of determined fault.
- **INDEMNIFICATION.** The customer agrees to indemnify and defend NC Software Solutions, LLC against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees

and other litigation costs, which may in any way arise from use of the customer's equipment and facilities.

- **OWNERSHIP.** All software, source code, electronic data and other documents or information generated or disclosed by NC Software Solutions, LLC, and all related intellectual property will remain the property of NC Software Solutions, LLC.
- **Machine(s).** All machines upon which any NCSS software is to be installed:
 - Customer is responsible for all machine issues and corrections.
 - Machine and host computer must be connected to intranet. All network installation and configuration are the responsibility of the customer.
 - Any hardware, licensing and/or software required for the installed machine is the responsibility of the customer. ○ All manuals, specifications, and API software / documentation (as required) must be made available to the NCSS team.
 - Machine will be available, with qualified operator, for reasonable amounts of time for testing and implementation as required.
 - NC Transform or other NCSS software as applicable:
 - Must be in good working order, with the ability, fixtures, and tooling to securely hold parts and capable of producing conforming parts.
 - Must have an industry standard supported machine probe methodology.
- **IN WRITING.** All changes to the terms of an agreement between the client and NCSS shall be done in writing.
- **CHANGES.** Changes to process or specifications during implementation will be considered a change of scope and may generate time delays and/or cost adjustments.
- **PAYMENTS** made are non-refundable.
- **CLIENT RESPONSIBILITIES.** Client is responsible to provide any necessary information, licenses, permits, or machine access required to complete the outlined work. Client will also have assigned a NC programmer(s), machine operators, Tooling, Quality, Manufacturing Engineers, maintenance personnel and IT resources to support activities and installation as required.
- **OWNERSHIP OF DATA.** Data collected by NCSS processes from the client will remain as the client's intellectual property. All software rights remain the property of NC Software Solutions.
- **ANNUAL MAINTENANCE AND SOFTWARE UPDATES.** An annual maintenance agreement (ALC) is required for each NCSS product license and covers technical support, migration assistance, and product updates.