

## SOFTWARE LICENSE AGREEMENT

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- 1. DEFINITIONS:** “CNC” refers to “Computer Numerical Control” of a woodworking routing machine; “CAM” refers to “Computer Aided Manufacturing” software that creates code to control and operate CNC machines; “G-Code” refers to the code generated by CAM software to operate the CNC machines; “VCarve”, “Aspire” and “Cut2D” are CAM software products of Vectric LTD that are used to generate G-Code; “Corbins Pro Dovetail Maker Gadget” is a software extension to the three Vectric CAM software products, and which can be installed by the user under this license agreement.
- 2. GRANT OF LICENSE.** Corbin Woodworks, LLC (“Corbin”) a Washington Limited Liability Company, owns “Corbins Pro Dovetail Maker Gadget” (the “Authored Work”). In accordance with this Agreement, Corbin Grants Licensee a non-exclusive license to use the Authored Work on up to two computers using Vectric LTD CAM software. The Licensee may use the generated G-Code to process any material on any CNC machines, without restriction.
- 3. PAYMENT OF ROYALTY.** The Client shall pay to Corbin, as full payment for this Agreement, the lump sum of ninety-seven US Dollars and 50 Cents (\$97.50) (the “Contract Price”) plus sales tax if applicable.
- 4. MODIFICATIONS.** Licensee may not modify or change the Authored Work in any manner. Corbin may optionally periodically make bug fix modifications to the Authored Work and make them available to Licensee at no charge. Corbin may also optionally add new features to the Authored Work and make them available to Licensee at a charge to be negotiated in a future license agreement.
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- 6. PROTECTION OF CONFIDENTIAL INFORMATION.** Licensee understands and acknowledges that the Confidential Information has been developed or obtained by Corbin by the investment of significant time, effort and expense, and that the

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- 7. ARBITRATION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute through binding arbitration in Vancouver, Washington. The prevailing party shall be entitled to attorney fees. This Contract shall be governed by the laws of the state of Washington.
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- 9. LIMITATION OF LIABILITY.** Corbin's liability arising out of any sale of products supplied pursuant to this Agreement is expressly limited to the refund of the price paid. Without limiting the foregoing, Client hereby waives any right to claim any incidental, special, consequential, punitive, aggravated or exemplary damages arising out of any sale of products and/or services to the Client, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- 10. TRANSFER OF RIGHTS.** This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.
- 11. TERMINATION.** This Agreement may be terminated by either party by providing 30 days' written notice to the other party.

- 12. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- 13. AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.
- 14. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
- 15. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Washington.

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