

Sierra Cad/Cam, Inc.
TERMS and CONDITIONS

Version: June 01, 2010

Standard terms for purchases of software or equipment from SIERRA CAD/CAM, INC. are:

General Payment Terms: 50% down, with remainder due NET 30 (beginning the date of the Purchase Order). NO Deviation from standard terms without consultation in advance with Sierra Cad/Cam, Inc.

REMIT Payment to: SIERRA CAD/CAM, INC., P.O. Box 555, BROWNS VALLEY, CA. 95918

LATE FEES: Sierra Cad/Cam, Inc. Invoices are payable as specified. Late payment is subject to interest charges and/or late fees and will be assessed accordingly. All accounts past due by 45 days will be turned over for collection.

Purchase Orders: Please note that Purchase Orders are required on all purchases of software. Registration forms are required for all training purchases and is a valid purchase order for services. All training requires prepayment and is performed when prepaid.

Payments: Sierra Cad/Cam, Inc. accepts payment by cash, checks, EFT, MasterCard, Visa, and American Express. It is the responsibility of all companies paying by Electronic Funds Transfer (bank to bank wire transfer) to notify the office of Sierra Cad/Cam, Inc. of EACH payment made.

Returns and Refunds: All returns must be pre-approved. All orders cancelled or returns made within 30 days of the Invoice date will be charged a restocking fee of \$ 250.00. The Mastercam security device (SIM) must be returned. All sales are final after 30 days from Invoice date.

Deliveries: Sierra Cad/Cam, Inc. charges for shipping and/or delivery of all software orders with the exception of code delivered by email. California Sales Tax applies to all software orders. Maintenance renewal orders are not taxable if customer agrees to download all releases, updates, and fixes during the maintenance period.

Support: Sierra Cad/Cam, Inc. charges for all onsite technical support, training, and installations. If you have a current maintenance agreement in effect you are given free technical support via email or telephone as a *courtesy* only. An onsite visit is chargeable. Companies without a current maintenance agreement may be charged for any or all support and services, and payment is due COD for these services.

Post Processors: Sierra Cad/Cam, Inc. charges for all post processors and/or modification of post processors with the exception of Mastercam's Library post processors without modifications. THE END-USER IS RESPONSIBLE FOR TESTING AT THE MACHINE, AND PROVIDING FEEDBACK TO THE POST DEVELOPER. THE END USER SHOULD BE TRAINED IN THE OPERATION OF THEIR MACHINE TOOL BY THE MACHINE TOOL BUILDER OR A LOCAL TECHNICAL REPRESENTATIVE.

POST PROCESSOR DISCLAIMER: THERE ARE NO WARRANTIES; EITHER EXPRESSED OR IMPLIED, THAT CODE GENERATED USE OF POSTS PROCESSORS SUPPLIED IS SAFE OR SUITABLE FOR ANY PARTICULAR MACHINE TOOL. PLEASE EMPLOY YOUR OWN ESTABLISHED CODE VERIFICATION PROCEDURES PRIOR TO RUNNING CODE ON YOUR MACHINE TOOL. POST PROCESSORS ARE GENERIC AND INTENDED FOR MODIFICATION TO PARTICULAR MACHINE TOOL REQUIREMENTS, OPERATION PREFERENCE, AND ESTABLISHED INTERNAL STANDARDS. **USE AT YOUR OWN RISK.**

SOFTWARE LICENSE AGREEMENTS: PLEASE READ AND UNDERSTAND YOUR **SOFTWARE LICENSE AGREEMENTS.** Software is not sold; only a license to use that software is sold. One person on one system may use software at one time. A software security device is required to run Mastercam. Licensed end-user/customers are protected by not tolerating piracy of Mastercam software. Known piracy will be reported to the Business Software Alliance (BSA) for prosecution.

Disclaimer of Consequential Damages and Limitation of Liability

IN NO EVENT WHATSOEVER WILL SIERRA CAD/CAM, INC., OR ITS EMPLOYEES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS SOFTWARE LICENSE AGREEMENT OR THE USE OF THE SOFTWARE, EVEN IF SIERRA CAD/CAM, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, CONSEQUENTIAL DAMAGES SHALL INCLUDE, WITHOUT LIMITATION, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND LOSS OF OR DAMAGE TO ANY PRODUCTS THAT THE SOFTWARE IS USED IN CONJUNCTION WITH. **THIS DISCLAIMER SHALL REMAIN IN FULL FORCE AND EFFECT, EVEN IN THE EVENT THAT YOUR SOLE AND EXCLUSIVE REMEDY SHALL FAIL OF ITS ESSENTIAL PURPOSE.**