Beaumont
Revolutionizing Injection Molding

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You are accessing PATENTED MELTFLIPPER® TECHNOLOGY. Use of this technology has been authorized for a specific mold(s) for which a license(s) has been purchased. By downloading, installing, implementing, accessing or otherwise using PATENTED MELTFLIPPER® TECHNOLOGY, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not continue to download, install, implement, access or otherwise use MELTFLIPPER SERVICES.

!!IMPORTANT!! Companies who, **without authorization from BTI,** produce products and/or molds using patented MeltFlipper technology SUBJECT THEMSELVES and THEIR CUSTOMERS TO LEGAL ACTION if their customers receive, sell or use these products and/or molds in a country where the technology is patented, or import products into the United States that are manufactured using molds made and/or operated outside the U.S. that use the patented MeltFlipper technology. Legal actions may include, but are not limited to, the following:

- Liability for the value gained by the company and their customers through such unauthorized use, but in no event not less than $50,000 USD per instance.
- Injunction and seizure of all illegal molds, and products produced from said molds.
- Prosecution to the full extent of the law.

End User License Agreement (EULA) for MeltFlipper® Services

Beaumont Technologies, Inc. ("BTI"), a Pennsylvania corporation having its principal place of business at 6100 West Ridge Road Erie, Pennsylvania, 16506, USA, is issuing this End User License Agreement ("EULA") as the legal agreement between the individual or business entity receiving the EULA ("CUSTOMER") and BTI, its distributors and representatives for the MeltFlipper® Engineering & Design Consulting Service ("MELTFLIPPER SERVICES"). MELTFLIPPER SERVICES include, but is not limited to, the intellectual properties described generally in: United States Patent No. 7,666,335 "Controlling Warpage Through Melt Rotation Technology", United States Patent No. 8,529,820 "Adjustable Melt Rotation Positioning Device and Method"; related U.S. and international patents both pending and issued; and Confidential Information, including but not limited to copyrights, trademarks, patents, and trade secrets, of BTI. By downloading, installing, implementing, accessing, or otherwise using MELTFLIPPER SERVICES, CUSTOMER agrees to be bound by the terms of this EULA. If CUSTOMER does not agree to the terms of this EULA, do not continue to download, install, implement, access, or otherwise use MELTFLIPPER SERVICES.

1. Grants

1.01 Upon acceptance of this EULA and purchase of MELTFLIPPER SERVICES, BTI grants to CUSTOMER a non-exclusive License to make, have made, import into the United States, and use the intellectual properties included in the MELTFLIPPER SERVICES for the mold and product identified to BTI through a unique mold number, product number, and product description. BTI will issue a License Number for the identified mold and product, and deliver to CUSTOMER a License Certificate and Mold Tag.

1.02 MELTFLIPPER SERVICES is granted for the life of the mold and CUSTOMER may neither grant sublicenses nor transfer the MELTFLIPPER SERVICES between molds or products unless authorized by BTI.

1.03 Additional molds producing the same or unique products and each unique product produced in a given mold (as in a modular mold which through changing of inserts can produce different products) requires the purchase of separate MELTFLIPPER SERVICES, unless otherwise authorized by BTI.

2. Fees and Obligations

2.01 CUSTOMER agrees to pay to BTI or its Distributors or Representatives a MELTFLIPPER SERVICES fee, which includes the License for MELTFLIPPER SERVICES as granted herein.

2.02 Should the CUSTOMER conduct or engage in any unauthorized use of MELTFLIPPER SERVICES, CUSTOMER shall be liable to BTI for the value received by the CUSTOMER through such unauthorized use, but in no event less than $50,000 USD per instance unless otherwise agreed upon by BTI. The provisions of this Article shall not apply with respect to any unauthorized use which is a minor discrepancy and which the CUSTOMER establishes was unintentional and/or inadvertent. For the purpose of this EULA, "minor discrepancy" is defined as less than 5% non-compliance based on the total number of MELTFLIPPER SERVICES purchased by CUSTOMER within the previous 3 years.

2.03 CUSTOMER agrees to annotate and permanently and clearly mark, or have outside vendors annotate and permanently and clearly mark, the mold and any mold drawings with details of MELTFLIPPER SERVICES as follows:

Mold drawings: **This drawing includes patented MeltFlipper® details and is subject to a EULA with Beaumont Technologies, Inc (ref. U.S. Patent No.'s 7,666,335, 7,780,895, 8,529,820 and European Patent No. 1,885,541; related U.S. and international patents both pending and issued; and related Confidential Information).**

Molds: Mount the Mold Tag to the mold, or engrave the mold with: **MeltFlipper®, License# BTI-X-XXXXXXX (ref. U.S. Patent No's. Patent No.'s 7,666,335, 7,780,895, 8,529,820 and European Patent No. 1,885,541; related U.S. and international patents issued and pending; and related Confidential Information).**

3. Warranty and Indemnification

3.01 BTI guarantees MELTFLIPPER SERVICES to customer satisfaction. CUSTOMER has 30 days from the first day of application of the MELTFLIPPER SERVICES or 120 days from the date of purchase, whichever comes first, to test the mold ("Test Period"). If CUSTOMER elects not to continue the License, CUSTOMER shall notify BTI, remove MELTFLIPPER SERVICES from the mold, and provide evidence to BTI that MELTFLIPPER SERVICES is no longer in the mold. At which time CUSTOMER may elect to withdraw from its License with BTI and/or receive a refund of any monies paid toward the MELTFLIPPER SERVICES for said mold, or CUSTOMER may elect to apply the MELTFLIPPER SERVICES and corresponding License to a separate mold identified to BTI.

3.02 BTI and its Distributors or Representatives extend no warranties of any kind with respect to MELTFLIPPER SERVICES or any molds using or products resulting from molds using MELTFLIPPER SERVICES, other than as stated above. NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

3.03 It is the responsibility of CUSTOMER to qualify the molded parts once the MELTFLIPPER SERVICES is applied to a licensed mold. Therefore, in no event shall BTI or its officers, directors, employees, or agents be liable to CUSTOMER or any third party for any incidental, indirect or consequential damages, property damage, or personal injuries, including death, of any kind arising fr om the sale of products manufactured with the MELTFLIPPER SERVICES ("DAMAGES and PERSONAL INJURY") by CUSTOMER or its assignees. CUSTOMER and its assignees shall defend, indemnify, and hold BTI and its officers, directors, employees, or agents harmless with respect to all claims, liability, and expenses, including reasonable attorney's fees, arising from such DAMAGES and PERSONAL INJURY. Any liability of BTl regarding the use of MELTFLIPPER SERVICES for a given mold shall require that MELTFLIPPER SERVICES is the sole cause of the liability and shall be limited to a refund of no more than the MELTFLIPPER SERVICES fees paid with respect to MELTFLIPPER SERVICES for said mold.

3.04 BTI shall defend, indemnify and hold harmless CUSTOMER, its successors, assigns, customers, or users of its products, and CUSTOMER's officers, employees, and agents, from and against all costs, losses, expenses, damages, claims, suits, or any liability whatsoever, including reasonable attorney's fees, resulting from any claim that the use of MELTFLIPPER SERVICES infringes any patent, copyright, trademark, or other intellectual property rights. This obligation of BTI is contingent on CUSTOMER notifying BTI in writing within 15 days of CUSTOMER's receipt of any claim, suit, or proceeding and giving BTI adequate authority, information and assistance (at BTI's expense) to defend the same, subject to the right of CUSTOMER to participate in such defense at CUSTOMER's option and cost. BTI shall, at its expense and option, either defend the claim, suit, or proceeding, or to procure for CUSTOMER the right to use MELTFLIPPER SERVICES or to modify or replace MELTFLIPPER SERVICES with substantially equal but non-infringing technology or refund the MELTFLIPPER SERVICES fees. Provided, however, that BTI shall have no obligation to provide a refund or take any other action under this paragraph if BTI receives written notice more than five (5) years after the date of this EULA.

4. Miscellaneous

4.01 This EULA embodies the entire contract and understanding of the parties and supersedes all previous communications, representations or undertakings, either verbal or written, between the parties relating to the subject matter hereof.

4.02 This EULA shall be interpreted according to the laws of the State of Pennsylvania, USA except for any that would apply the laws of another jurisdiction. BTI, CUSTOMER, and any assignee of CUSTOMER, agree to the jurisdiction and venue of the Federal and State courts governing the address of BTI listed above.