

CITIUS SOLUTIONS PVT LTD

Trial End User License Agreement

Auto2D for SOLIDWORKS — 14-Day Evaluation License

Software Product: Auto2D for SOLIDWORKS

Developer: Citius Solutions Pvt Ltd

Issued To: ThermoFisher Scientific

Location: Hyderabad, Telangana, India

Document Ref: CS-TEULA-A2D-TF-001

Version: 1.0

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⚠ IMPORTANT — PLEASE READ CAREFULLY: This Agreement governs the use of the Auto2D software provided by Citius Solutions Pvt Ltd. By installing, activating, or using this software, ThermoFisher Scientific agrees to be bound by these terms. If you do not agree, do not install the software and notify Citius Solutions immediately.

1. Parties and Context

Developer / Licensor	Citius Solutions Pvt Ltd, India
Licensee	ThermoFisher Scientific
Licensee Location	Hyderabad, Telangana, India
Software	Auto2D for SOLIDWORKS
License Type	Trial License — Evaluation Only
Trial Duration	14 calendar days from activation date
License Lock	MAC Address-Locked — Single Machine Only
Authorised MAC ID	[To be filled: CC-96-E5-31-B8-CD]
Number of Users	As agreed in writing prior to delivery
Governing Law	Laws of India — Jurisdiction: Hyderabad

Purpose of This Trial


This trial license is issued exclusively to enable ThermoFisher Scientific's engineering team in Hyderabad to understand the functionality of Auto2D, explore how it operates within their SOLIDWORKS environment, and assess its suitability for their 2D drawing automation workflows. The tool is at a stage where further enhancement and fine-tuning will be required to deliver the full productivity and quality improvements intended for ThermoFisher's specific use cases. This trial is not a representation of the final production-ready state of the software.

2. Definitions

1. "Software" means Auto2D for SOLIDWORKS, an add-in developed by Citius Solutions Pvt Ltd that automates the generation of 2D engineering drawings from SOLIDWORKS 3D models, including all associated files and documentation provided under this Agreement.
2. "Licensor" means Citius Solutions Pvt Ltd, the sole developer and owner of the Software.
3. "Licensee" means ThermoFisher Scientific, Hyderabad, and its authorised engineering personnel who have been granted access to the Software under this Agreement.
4. "Trial Period" means the fourteen (14) consecutive calendar days commencing from the date on which the Software activation key is first used or the Software is first installed, whichever is earlier.
5. "Authorised Machine" means the single computer system identified by the MAC Address specified in Section 1 above, to which this license is exclusively locked.
6. "Evaluation Purpose" means the internal, non-commercial assessment of the Software's functionality, features, and compatibility within the Licensee's SOLIDWORKS environment.
7. "Confidential Information" means the Software, its underlying logic, algorithms, output formats, source code, documentation, and any technical or commercial information disclosed by the Licensor to the Licensee in connection with this Agreement.

3. Grant of Trial License


Subject to the Licensee's compliance with this Agreement, Citius Solutions Pvt Ltd hereby grants ThermoFisher Scientific a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Software solely on the Authorised Machine for Evaluation Purposes during the Trial Period.

 ***This license is strictly limited to the Authorised Machine identified by MAC Address in Section 1. The Software contains technical enforcement mechanisms that will prevent activation on any other machine. Any attempt to circumvent this lock constitutes a material breach of this Agreement.***

3.1 What Is Permitted Under This Trial License

- Install and run Auto2D on the single Authorised Machine only.
- Use the Software to process the Licensee's own SOLIDWORKS assemblies and part files for evaluation purposes.
- Generate sample 2D drawings to assess the Software's automation capabilities and output quality.
- Provide internal feedback to designated colleagues within the Licensee's team for the purpose of making a purchase decision.
- Share evaluation findings with Citius Solutions as part of the feedback process described in Section 9.

3.2 What Is Not Permitted

 ***The following actions are strictly prohibited and constitute a material breach of this Agreement, entitling Citius Solutions Pvt Ltd to immediately terminate this license and pursue available legal remedies.***

- Use the Software or its outputs for any commercial, production, client-facing, or regulatory purpose.
- Install or attempt to run the Software on any machine other than the Authorised Machine.
- Share, copy, transfer, or distribute the Software or activation key to any third party.
- Reverse-engineer, decompile, disassemble, or attempt to derive the source code or underlying logic of the Software.

- Use outputs generated during the trial as a basis for manufacturing, quality sign-off, or any deliverable to ThermoFisher's own customers or internal production lines.
- Modify, adapt, or create derivative works based on the Software.
- Remove or alter any copyright, trademark, or proprietary notices within the Software.
- Continue using the Software after expiry of the Trial Period without a valid paid license.

4. MAC Address Lock and Technical Enforcement

The Software is cryptographically locked to the MAC Address of the Authorised Machine specified in Section 1. This is a deliberate technical and legal control implemented by Citius Solutions Pvt Ltd to protect its intellectual property.

1. The Licensee must provide the correct MAC Address of the intended machine to Citius Solutions prior to receiving the activation key. The MAC Address must be that of a physical network adapter (not a virtual adapter).
2. The activation key will only function on the machine whose MAC Address matches the registered value. No other machine can activate this license.
3. If hardware changes are required during the Trial Period (e.g. NIC replacement), the Licensee must notify Citius Solutions in writing. Citius Solutions may, at its sole discretion, issue a replacement activation key for the new MAC Address.
4. Any attempt to spoof, mask, or modify the MAC Address to circumvent the license lock will be treated as a deliberate act of software piracy and may result in civil and criminal liability under applicable Indian law.
5. The Software will automatically cease functioning upon expiry of the Trial Period. The Licensee is not entitled to any refund or compensation upon expiry.

5. Understanding the Current State of the Software

Important — Software Maturity and Expected Enhancements

Auto2D is a functional tool designed to automate 2D drawing generation from SOLIDWORKS 3D models. However, the Licensor and Licensee mutually acknowledge that the current version delivered under this trial is intended for functional exploration and environment compatibility assessment — not for immediate production use.

The following points must be understood by ThermoFisher's team before and during the trial:

1. **Enhancement Requirement:** The Software will require further enhancement and fine-tuning by Citius Solutions to align with ThermoFisher's specific drawing standards, title block formats, GD&T conventions, BOM structure, and SOLIDWORKS template configurations. The trial should be used to identify and document these enhancement requirements.
2. **Productivity Targets:** The full productivity improvements — including significant reduction in manual 2D drawing creation time — will be realised after the customisation and fine-tuning phase, not during the trial period with the base version.
3. **Quality Objectives:** Drawing quality and compliance with ThermoFisher's internal standards will require a dedicated configuration and validation phase. Outputs generated during the trial may not yet meet production quality requirements.
4. **No Production Use:** For the avoidance of doubt, no drawing output generated by the Software during this trial should be used for any production, manufacturing, regulatory, or client-facing purpose.
5. **Trial Objective:** The primary goal of this trial is to confirm the Software's functional concept, assess integration within ThermoFisher's SOLIDWORKS environment, and define the scope of enhancements required for a full deployment.

⚠ The Licensee acknowledges that using trial outputs in any production context — even for internal review — before the enhancement and fine-tuning phase is complete would be premature and is explicitly not permitted under this Agreement.

6. Intellectual Property

All intellectual property rights in and to the Software — including but not limited to the source code, algorithms, automation logic, drawing generation routines, user interface design, and documentation — are and shall remain the exclusive property of Citius Solutions Pvt Ltd.

This Agreement does not transfer any ownership, title, or rights in the Software to ThermoFisher Scientific. The Licensee receives only the limited right to use the Software as expressly set out in this Agreement.

ThermoFisher Scientific shall not, during or after the Trial Period, seek to register any patent, copyright, trade mark, or other intellectual property right that incorporates or is derived from the Software or any part thereof.

7. Confidentiality

ThermoFisher Scientific acknowledges that the Software and all related technical information constitute valuable Confidential Information of Citius Solutions Pvt Ltd. The Licensee agrees to:

- Restrict access to the Software to only those employees directly involved in the evaluation.
- Not disclose any information about the Software's internal workings, outputs, or architecture to any third party, including competitors of Citius Solutions.
- Not publish, present, or post any screenshots, recordings, benchmarks, or descriptions of the Software without the prior written consent of Citius Solutions.
- Return or destroy all copies of the Software and associated materials upon expiry or termination of the Trial Period.

This confidentiality obligation shall survive termination or expiry of this Agreement for a period of three (3) years.

8. Warranty Disclaimer

⚠ THE SOFTWARE IS PROVIDED "AS IS" FOR EVALUATION PURPOSES ONLY. CITIUS SOLUTIONS PVT LTD MAKES NO WARRANTIES OF ANY KIND — EXPRESS, IMPLIED, OR STATUTORY — INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE SOFTWARE IS NOT WARRANTED TO BE ERROR-FREE, COMPLETE, OR SUITABLE FOR PRODUCTION USE IN ITS CURRENT FORM.

As explicitly stated in Section 5, further enhancement and fine-tuning will be required before the Software is suitable for production deployment. The Licensee accepts the Software in its current state for evaluation purposes only, with full awareness of this limitation.

9. Evaluation Feedback

Citius Solutions Pvt Ltd requests that ThermoFisher Scientific's team provide structured feedback at the conclusion of the Trial Period. This feedback is essential for scoping the enhancement and fine-tuning engagement that will follow a successful evaluation.

Feedback should cover:

- Overall assessment of the Software's core functionality and automation capability.
- Specific SOLIDWORKS drawing standards, templates, and configurations that will need to be supported.
- Quality gaps observed in the trial outputs relative to ThermoFisher's drawing standards.
- Workflow integration observations — how Auto2D fits within the existing SOLIDWORKS design process.
- Quantified estimate of potential time savings once the tool is fully configured.

- Any technical issues, bugs, or performance observations during the trial.

Feedback should be submitted to the Citius Solutions account manager within five (5) business days of the Trial Period ending. Feedback provided will be treated as confidential and used solely to improve the Software and scope the next phase of engagement.

Post-Trial Next Steps

Following a successful evaluation, Citius Solutions will prepare a detailed Enhancement & Customisation Proposal based on the feedback received, covering the specific fine-tuning required to achieve ThermoFisher's productivity and quality objectives. This proposal will include a fixed-cost engagement with defined deliverables and acceptance criteria.

10. Term and Termination

1. This Agreement commences on the date of first installation or activation of the Software and terminates automatically at the end of the 14-day Trial Period.
2. Citius Solutions Pvt Ltd may terminate this Agreement immediately upon written notice if ThermoFisher Scientific breaches any term of this Agreement.
3. Upon expiry or termination, ThermoFisher Scientific must immediately cease all use of the Software, uninstall it from the Authorised Machine, and destroy all copies of the activation key and associated materials.
4. Citius Solutions may, at its sole discretion and upon written request from ThermoFisher, grant a one-time extension of the Trial Period not exceeding seven (7) additional calendar days. Any extension must be confirmed in writing.
5. Sections 6, 7, 8, 11, and 12 shall survive termination or expiry of this Agreement.

11. Limitation of Liability

ThermoFisher Scientific uses the Software entirely at its own risk during the Trial Period. Citius Solutions Pvt Ltd shall have no liability for any loss or damage arising from the Licensee's use of the Software or its outputs during the trial.

12. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Hyderabad, Telangana, India.

In the event of a dispute, both parties agree to first attempt resolution through good faith negotiation for a period of thirty (30) days before initiating formal proceedings.

13. General Provisions

1. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the trial of the Software and supersedes all prior discussions, emails, or representations.
2. No Waiver: Failure by either party to enforce any provision shall not constitute a waiver of future enforcement rights.
3. Severability: If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force.
4. Notices: All notices under this Agreement shall be in writing and sent by email with read receipt, or by registered post to the registered addresses of the respective parties.
5. No Employment or Partnership: Nothing in this Agreement creates any employment, agency, joint venture, or partnership relationship between the parties.

Acceptance and Signatures

✓ *By signing below, both parties confirm they have read, understood, and agree to be bound by this Trial End User License Agreement. The Licensee's authorised signatory confirms they have the authority to enter into this Agreement on behalf of ThermoFisher Scientific.*

For and on behalf of CITIUS SOLUTIONS PVT LTD

Authorised Signatory:

Full Name:

Designation:

Date:

Company Seal (if applicable):

For and on behalf of THERMOFISHER SCIENTIFIC (Hyderabad)

Authorised Signatory:

Full Name:

Designation:

Date:

Company Seal (if applicable):