

YOU MUST READ THIS AGREEMENT CAREFULLY.

THIS END USER LICENSE AGREEMENT ("AGREEMENT") IS BETWEEN METAL MATRIX COMPOSITES COMPANY LLC, (THE "COMPANY") AND THE PERSON OR ENTITY WHO PURCHASES PRODUCT ("MATERIALS") AND ACCOMPANIES THIS AGREEMENT (THE "USER"). THIS AGREEMENT COVERS THE USE OF MATERIALS AND ANY INFORMATION ("DATA") THAT ACCOMPANIES THE USE, APPLICATION, OR RESEARCH OF SAID MATERIALS. "MATERIALS" AND "DATA" MAY BE REFERRED TO COLLECTIVELY AS "PRODUCT."

THE COMPANY IS ONLY WILLING TO PROVIDE PRODUCT TO YOU ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. YOU ACCEPT THIS AGREEMENT BY ACCEPTING AND/OR USING ANY PRODUCT FROM THE COMPANY.

IF YOU DID NOT ACQUIRE PRODUCT FROM THE COMPANY, OR AN AUTHORIZED METAL MATRIX COMPOSITES DISTRIBUTOR OR AFFILIATE ("AUTHORIZED DISTRIBUTOR"), THEN YOU MAY NOT ENTER INTO THIS AGREEMENT OR USE PRODUCT FROM METAL MATRIX. NO OTHER PARTY HAS THE RIGHT TO TRANSFER PRODUCT TO YOU.

IF YOU ARE UNWILLING TO ACCEPT THIS AGREEMENT, DO NOT USE THE COMPANY'S PRODUCT. IF YOU HAVE RECEIVED PRODUCT WITHOUT HAVING A PRIOR OPPORTUNITY TO REVIEW THIS AGREEMENT, AND ARE NOW UNWILLING TO AGREE TO THESE TERMS, YOU MAY, WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH YOU RECEIVE THIS AGREEMENT, RETURN MATERIALS TO METAL MATRIX, ALONG WITH PROOF-OF-PURCHASE, FOR A FULL REFUND. DATA IS CONSIDERED CONFIDENTIAL AND PROPRIETARY REGARDLESS OF STATUS OF AGREEMENT.

THE USER ACKNOWLEDGES THAT USER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT. IF THE USER DOES NOT AGREE TO ALL OF THE TERMS IN THIS AGREEMENT, THE USER SHOULD NOT PURCHASE OR ACCEPT PRODUCT, AS NO LICENSE SHALL HAVE BEEN GRANTED THERETO.

A WORD TO OUR VALUED CUSTOMERS AND RESEARCH PARTNERS. Our goal is to help you succeed in your application by using our Materials. We have crafted this Agreement to provide you the flexibility that you need to successfully develop and distribute products using our Materials, while at the same time protecting Metal Matrix's intellectual property and legal liability. Materials produced by Metal Matrix are distribution-sensitive materials whose distribution is limited by United States Government regulations. Once you have accepted any Materials from the Company, it is YOUR responsibility to ensure that these regulations and this agreement continue to be complied with. The violation of these regulations and agreements will result in prosecution to the fullest extent of the law.

1. LICENSE. In consideration of the receipt of the Company's Products, and the User's adherence to all provisions of this Agreement, the Company grants the User a non-exclusive, non-transferable license to purchase or accept and use the Company's Products covered hereunder.

2. RESTRICTIONS. User may not resell, transfer, or redistribute Product to any other party, entity, or location, in whole or in part. The Products contain trade secrets of the Company, and the User may not reverse engineer, disassemble, decompile, or translate any Product in any way. The license granted hereunder is specific to the User that entered into this agreement, and any attempt by the User to transfer any of the rights, duties or obligations hereunder shall terminate this Agreement and be void. The User may not rent, lease, loan, resell, or distribute the Products or any part thereof in any way. Any exception to these restrictions must be explicitly agreed upon by both the Company and the User.

3. OWNERSHIP. The Company's Products are the property of the Company and its licensor(s), if any, and subject to applicable patent, copyright, trade secrets, trademarks and other proprietary rights. The Products are licensed, not sold, to the User for use only under the terms of this Agreement, and the Company reserves all rights not expressly granted to the User.

4. TERM.

5. TERMINATION.

6. RIGHTS MAINTAINED BY THE COMPANY. The Company maintains any legal and intellectual rights to uses of the Product in any application.

7. CONFIDENTIALITY AND RIGHTS. Both the Company and User agree that any Data or Material exchanged as part of this agreement, whether originating from the Company, User, or both, will remain strictly confidential. Furthermore, the Company and User agree that the legal rights to any new Data or Material produced cooperatively as part of this agreement is done so with assignment to both parties. The existing legal and intellectual rights of the Company supersede any legal or intellectual right of the User as part of this agreement.

8. WARRANTY DISCLAIMER. Except as expressly provided herein, the Company's Product is provided "AS IS," and the Company makes no representations or warranties. The Company expressly disclaims all warranties, express or implied, of any kind, for the Product and any other material provided to user by the Company, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third party rights. The Company provides no assurance, that the Products will meet certification requirements of any regulatory authority or other association licensing agency, within or outside of the United States.

9. LIMITATION OF LIABILITY. Except as specifically provided herein, neither the Company, its affiliates, resellers, agents, or licensors, if any, shall be liable for any claim, demand or action arising out of, or relating to, the User's use of the Products or the Company's performance of (or failure to perform) any obligation under this Agreement or for special, incidental or consequential damages, including, without limitation, damages due to lost revenues or profits, business interruption, or other damages caused by User's inability to use or inappropriate use of the Products, even if the Company, its affiliates, resellers, agents, or licensors have been advised of the possibility of such loss or damages, and whether or not such loss or damages is or are foreseeable. The User further agrees that the Company will not be held liable or

responsible in any way by the User, any party in conjunction with the User, and any party seeking damages from the User. The User further agrees that by accepting Product, they assume all responsibility for ensuring that Products remain within applicable regulations and guidelines, including federal guidelines, concerning Product use, location, access, storage, and distribution.

10. EXPORT LAW. The User shall not export the Products under any circumstances whatsoever. In any case, the User will indemnify and hold the Company harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including reasonable attorney's fees) arising from, or relating to, any breach by the User of the User's obligations under this section.

11. GOVERNING LAW, JURISDICTION AND VENUE. .

12. ATTORNEY FEES. If any legal action or proceeding is brought for the enforcement of this Agreement or arises from the alleged breach, dispute, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred as a result of such legal action or proceeding.

13. WAIVER. No failure to enforce any term of this Agreement shall constitute a waiver of such term in the future unless such waiver so provides by its terms.

14. ASSIGNMENT. Neither this Agreement nor any of the User's rights or obligations hereunder may be assigned by the User in whole or in part without the prior written approval of the Company. Any other attempted assignment shall be null and void.

15. SEVERABILITY. If any part of this Agreement is for any reason found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected and same shall remain in effect.

16. COMPLETE AGREEMENT. This Agreement is the complete and exclusive statement of the agreement between the Company and the User with respect to its subject matter, and supersedes and voids any proposal or prior agreement, oral or written, and any other communications between the parties in relation to its subject matter. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by a corporate officer of the Company.