

MAC SOFTWARE LICENSE TERMS AND CONDITIONS

These MAC Software License Terms and Conditions ("Agreement") are between **Movilitas Consulting LLC** ("Movilitas Consulting") and Customer ("Customer"). By downloading, installing, accessing or using the software described herein ("Software") you will be bound by the terms of this Agreement.

1. DEFINITIONS

"Agreement" means this License Agreement and the applicable Purchase Order, which terms are incorporated herein by this reference. If there is a conflict between any specific term in the Purchase Order and a specific term in this Agreement, the specific term contained in this Agreement shall control.

"Documentation" means the technical manuals and other written and electronic documentation relating to the use of and operation of the Software that are delivered or made available to you by Movilitas Consulting.

"Maintenance" includes certain updates and/or fixes to the Software.

"Purchase Order" means a separate document, governed by this Agreement, by which Customer orders the Software.

"Site" means a location with a street address at which the parties agree the Software will be used.

"Software" means the Movilitas Automation Controller ("MAC") software program(s) in object code format, including Updates and Documentation.

"Updates" means, revisions, enhancements or modifications to the Software that Movilitas Consulting makes generally available to customers through Maintenance. Updates shall not include any new versions or future products which Movilitas Consulting or third party vendors license separately.

"Users" refers to Customer and all users of the Software, including without limitation, Customer's employees, agents or independent contractors.

"You" or "you" refers to the Customer and each individual (including without limitation employees of Customer) downloading, installing, accessing or using the Software.

2. SOFTWARE ACCESS AND USE LICENSE

The Software is licensed to you, not sold. Except for the limited license granted in this License Agreement, Movilitas Consulting shall retain all right, title and interest in the Software, Documentation, all copies thereof, and all proprietary rights thereto, including without limitation, copyrights, patents, trademarks and trade secret rights.

3. GRANT OF LICENSE

3.1 Software. Movilitas Consulting grants to you, during the term of this Agreement and subject to the terms and conditions of this Agreement and the applicable Purchase Order, limited, nontransferable, nonexclusive and non-assignable, per Site license to use the Software, without right of sublicense, for a period of one (1) year commencing upon the installation of the Software at a Site in accordance with a mutually agreed upon installation schedule ("License").

3.2 Term. This Agreement shall commence on the date that the Software is provided to Customer and shall continue until terminated by either party as set forth herein. If this Agreement is terminated during the term of a License, you will not be entitled to any refunds for the remainder of such terms.

4. LIMITATIONS ON LICENSE

The License granted to you in this Agreement is restricted as follows:

4.1 Limitations on Copying and Distribution. You may not copy or distribute the Software except that you may duplicate the Software and Documentation in order to make a copy available to each User. Customer is responsible for all Users of the Software and shall ensure that all such Users comply with the terms of this Agreement, including without limitation those terms contained in Sections 1, 2 and 16 of this Agreement. You may make one copy of the Software solely for backup or archival purposes. Each copy of the Software shall contain the copyright and other proprietary notices as provided in the Software and the Documentation provided to Customer hereunder.

4.2 Limitations on Reverse Engineering and Modification. You may not reverse engineer, decompile, disassemble, modify or create works derivative of the Software. You may not alter or modify any disabling mechanism which may be resident in the Software. You may not alter, merge, modify or adapt the Software or Documentation, nor in any way remove or obscure Movilitas Consulting's copyright or trademark notices.

4.3 Rental and Third Party Use. You will keep any passwords associated with the use of the Software in strict confidence, and will not share such passwords with any third party. You shall use the Software solely for your internal business purposes and shall not use the Software for marketing, renting, timesharing or service bureau purposes or allow others to use the Software for the benefit of any third party except as specifically contemplated under this Agreement.

5. TERMINATION

5.1 Breach of Agreement. Without prejudice to any other rights, Movilitas Consulting may upon thirty (30) days (10 days for nonpayment) prior notice terminate this Agreement and all rights granted hereunder if you fail to comply with any of the terms and conditions of this Agreement, including without limitation failing to pay the Fees when due.

5.2 Infringement Claims. In the event of a claim of intellectual property infringement by any third party relating to the Software, or your breach of Sections 1, 2, 5 and 16 hereunder, Movilitas Consulting reserves the right to immediately terminate this Agreement and the rights granted hereunder.

5.3 Customer's Termination Obligations. In the event of any expiration or termination of this Agreement for any reason, you must remove all copies of the Software and all of its components from all of your systems, and destroy all such Software, components and copies, along with all related media and documentation. All licenses hereunder shall cease immediately upon such expiration or termination, and you shall immediately pay Movilitas Consulting all outstanding payments due for the Software or other charges pursuant to any applicable Purchase Order.

6. AUDIT

YOU ACKNOWLEDGE THAT MOVILITAS CONSULTING MAY, AT ANY TIME, AUDIT THE NUMBER OF LICENSES BEING UTILIZED BY YOU AND MAY DISABLE THE SOFTWARE WHEN THE NUMBER OF LICENSES BEING UTILIZED EXCEED THE NUMBER OF LICENSES PURCHASED ON THE APPLICABLE PURCHASE ORDERS.

7. EXPORT

You may not export the Software without the prior written approval of Movilitas Consulting. If the Software was purchased in the United States, you agree to comply with all applicable United States laws and regulations pertaining to export controls. If the Software was purchased outside the United States, you may not re-export the Software except as permitted by the laws of the United States and the laws of the jurisdiction in which you purchased the Software.

8. REPRESENTATIONS AND ACKNOWLEDGEMENTS

8.1 You represent to Movilitas Consulting that neither you nor your Users shall use the Software to upload, post, input, e-mail or otherwise transmit any content (i) that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (ii) that you do not have a right to transmit under any law or under contractual or fiduciary relationships; (iii) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; or (iv) that contains software viruses or similar harmful components or routines.

8.2 You agree not to use the Software in violation of any applicable local, state, national or international law or regulation.

8.3 You agree to promptly install and use Updates provided to you by Movilitas Consulting.

8.4 You acknowledge that successful implementation and use of the Software depends upon Customer's provision of appropriate hardware and software, or such other hardware or software as Movilitas Consulting may suggest from time to time (the "Operating Environment"). Customer is responsible for providing the Operating Environment at its own expense.

8.5 You acknowledge that the Services under this Agreement do not include any testing or development of additional device adaptor software that may be needed to interface with hardware. Such services may be requested for an additional fee.

9. FEES AND PAYMENT TERMS

You agree to pay to Movilitas Consulting the fees in the amounts and at the times specified in the Movilitas Consulting quote, incorporated herein by reference.

10. WARRANTY

Subject to the conditions and limitations on liability stated herein, Movilitas Consulting warrants the Software hereunder for a period of thirty (30) days from installation of the Software. Movilitas Consulting's obligations and liability under this warranty are conditioned upon the receipt of prompt notice of defects as to parts and/or workmanship from Customer, and is limited to, at Movilitas Consulting's sole option, to replacing or reworking the Software. This warranty shall be void if the Software is damaged or rendered unusable by the willful act, negligence and/or tampering of persons other than Movilitas Consulting. **THE FOREGOING IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY BY Movilitas Consulting. Movilitas Consulting DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY.**

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MOVILITAS CONSULTING SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT OR THIRD PARTY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION. MOVILITAS CONSULTING'S ENTIRE LIABILITY UNDER THIS AGREEMENT

SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO MOVILITAS CONSULTING FOR THE SOFTWARE HEREUNDER.

12. CUSTOMER INDEMNITY

You agree to indemnify, defend and hold harmless Movilitas Consulting, its affiliates and subsidiaries, and their respective officers, directors, shareholders, agents and employees from and against any and all third party claims of any kind (along with reasonable attorney's fees and litigation costs) arising out of, resulting from, or in connection with your breach of any representation, warranty or covenant contained in this Agreement or your or your Users' use or misuse of the Software, including but not limited to, claims for personal injury or property damage.

13. MOVILITAS CONSULTING INFRINGEMENT INDEMNITY

Movilitas Consulting shall indemnify, defend and hold harmless Customer and its officers, directors, shareholders, agents and employees harmless from and against any third party claim (along with reasonable attorney's fees and litigation costs) to the extent that it is based upon a claim that Customer's permitted uses of the Software hereunder constitutes an infringement of any patent issued in the United States, or any trade secret, copyright or other proprietary right ("Infringement Claim"). Customer shall: (i) notify Movilitas Consulting within thirty (30) days of any such suit, claim or proceeding; (ii) tender control of any such Infringement Claim to Movilitas Consulting; and (iii) reasonably cooperate with Movilitas Consulting in the defense or settlement thereof. Customer may participate in the defense of an Infringement Claim at Customer's own cost and expense. Upon notice of an Infringement Claim, or if in Movilitas Consulting's opinion, such a claim is likely, Movilitas Consulting shall have the right, at its option and expense, to: (a) procure for Customer the right to continue using the Software; or (b) replace or modify the Software so that it provides substantially the same or greater functionality and performance than the infringing Software. If in Movilitas Consulting's opinion none of the foregoing options are reasonably available, Customer's sole and exclusive remedy shall be to return the infringing Software to Movilitas Consulting in exchange for a refund of the fees Customer paid to Movilitas Consulting for such Software. Movilitas Consulting shall have no obligation for Infringement Claims under this Section where the Infringement Claim arises out of or results from your or your Users' content; modifications to the Software or combinations of the Software with other services or products; your or your Users' use of the Software in violation of this Agreement; if Movilitas Consulting has provided you with a non-infringing version of the Software and you do not promptly replace all copies of the Software with the non-infringing version; or the use of any version of the Software other than the most recent version of the Software to the extent that your liability for the Infringement Claim would have been avoided by use of such most recent version of the Software.

14. GOVERNING LAW

Any dispute hereunder shall be governed by the laws of the State of Maryland, without regard to its conflict of laws provisions.

15. FORCE MAJEURE

Movilitas Consulting shall not be responsible for any delays, errors, failures to perform, interruptions or disruptions in the Software or Services caused by any acts of God, strikes, lockouts, riots, acts of war, changes in law or regulations, fire, flood, earthquake, storm, power failure or failures of the Internet.

16. NOTICES

Any notices required or permitted to be given pursuant to this Agreement shall be in writing, sent via certified mail, return receipt requested, or via a reputable overnight courier service addressed as set forth on the Purchase Order (except with respect to Movilitas Consulting, which shall be addressed to: Movilitas Consulting LLC, 10330 Old Columbia Road, Columbia, Maryland 21046, Attn: Legal Department. Each party may designate

alternative addresses, from time to time, in writing to the other party and shall be deemed to have been given when received at the aforementioned addresses.

17. CONFIDENTIAL INFORMATION

17.1 "Confidential Information" means information about Movilitas Consulting or Customer (or their respective affiliates' or suppliers') ("disclosing party") business or activities that is proprietary and confidential, including, but not limited to the terms and conditions of this Agreement, products and services or business from which disclosing party derives economic benefit from the fact that the information is not generally known or may suffer economic loss, embarrassment or other detriment if that information is improperly disclosed, or which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential. Confidential

17.2 Information of Movilitas Consulting also includes information relating to the Software, and any and all portions of the source and executable code of any software, including without limitation the Software. Customer shall restrict access to the Confidential Information to only those employees, Users, agents and/or independent contractors engaged in a use permitted hereby and who enter into a written agreement containing confidentiality provisions at least as protective of the Confidential Information as those set forth herein. Customer and Movilitas Consulting ("recipient"), each agrees that it and its respective employees, Users, agents and/or independent contractors (i) shall only use the Confidential Information for the purposes of performing its obligations under this Agreement, and shall not use the Confidential Information for any other purpose without the prior written consent of the disclosing party; and (ii) shall maintain the confidentiality and prevent disclosure to any third party of the Confidential Information using at least as great a degree of care as such party uses to maintain and prevent the disclosure of the confidentiality of its own most confidential information (and in no event less than a reasonable degree of care). Customer shall take appropriate action by instruction or agreement with its Users to satisfy its obligations hereunder. Recipient acknowledges that the disclosure of any Confidential Information shall immediately give rise to continuing irreparable injury to such party inadequately compensable in damages at law, and the disclosing party shall be entitled to seek and obtain immediate injunctive relief against the breach or threatened breach of any of the foregoing confidentiality obligations, in addition to any other legal remedies which may be available. Confidential Information shall not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the recipient lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iv) the recipient can demonstrate with documentary evidence that the recipient knew prior to receiving such information from the disclosing party; or (iv) recipient develops independently without use of disclosing party's Confidential Information.

18. RIGHT TO AUDIT

Movilitas Consulting may from time to time request Customer to provide a certification signed by a duly authorized representative of Customer that actual use of the Software is in compliance with the terms of this Agreement. Movilitas Consulting may also upon at least five (5) days prior notice perform an audit during regular business hours to determine compliance with the terms of this Agreement, provided that such audit shall not unreasonably interfere with Customer's operations.

19. GENERAL PROVISIONS

This Agreement constitutes the entire understanding and agreement between Movilitas Consulting and you with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. You may not assign this Agreement in whole or in part without the prior written consent of Movilitas Consulting. Any such attempted assignment in violation of this Agreement shall be void and without effect. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable

according to its terms. Any failure by Movilitas Consulting or Customer to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. Each party shall obtain the others written consent prior to any publication, presentation, public announcement or press release concerning the relationship between the parties or the existence of terms and conditions of this Agreement. The Disclaimer of Warranties, Limitations on Liability, Indemnity, Notices, Force Majeure, Customer Representations, General and such other provisions which by their nature should survive, will survive any termination or expiration of this Agreement. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.**