NEW RIVER KINEMATICS, INC.

End User License Agreement

THIS AGREEMENT entered into by and between NEW RIVER KINEMATICS, INC. ("Licensor"), a Virginia corporation having principal offices at 436 McLaws Circle, Williamsburg, Virginia 23185, and the undersigned customer ("Licensee") determines the rights and licenses granted to Licensee in the Licensed Software (hereinafter defined) supplied by the Licensor.

1. Definitions. As used in this agreement, the following definitions, not in alphabetical order, apply:

   (a) "Activated Software" means Software for which Licensee has paid applicable license fees and charges and for which Licensor has delivered a Security Device.

   (b) "Effective Date" means the date of execution of this Agreement by Licensee or in the absence of any other ascertainable date or, at the option of Licensor, means the date of installation of the Software by Licensee.

   (c) "Licensed Software" or "Software" means the Licensor's software, selected by Licensee, in executable code only, as licensed under this Agreement.

   (d) "Licensed Documentation" means all the documentation, in printed or electronic form, that is delivered from Licensor to Licensee and related to the Licensed Software.

   (e) "Licensed Product" means collectively the Licensed Software and the Licensed Documentation, including the Security Device when provided by Licensor with Activated Software.

   (f) "Maintenance Fees" means fees payable for Software Maintenance of Activated Software.

   (g) "Security Device" means a device issued by Licensor and licensed to Licensee to enable Licensee's Use of Activated Software to achieve functionality for which Licensee has paid Licensor applicable license fees and charges.

   (h) "Software Maintenance" means corrections, revisions, patches, service packs, updates, and subsequent releases of the Licensed Product made available by Licensor from time to time.

   (i) "Unactivated Software" means Software for which no license fees and charges have been paid by Licensee and for which no Security Device has been issued, thus limiting authorized use of the Software to Viewer Mode.
(j) "Use" means Licensee's right to install, use, access, run, or otherwise read the Software into and out of memory in strict accordance with the Licensed Documentation and all the terms of this license granted from Licensor to Licensee pursuant to this Agreement.

(k) "Viewer Mode" means use of Software only for purposes of evaluating the Software or viewing a file or other work product not created by the Unactivated Software.

2. License grant.

(a) Subject to the payment of the license fees and charges to Licensor, Licensor grants to Licensee a limited, nonexclusive and nontransferable license for Use of the Licensed Product during the Agreement's term defined in Section 4. Licensee agrees that it has no right, power or authority to make any modifications to or unauthorized copies of the Licensed Product.

(b) At Licensor's request upon the expiration or other termination of Licensee's authorized Use of the Software, Licensee will return to Licensor all Licensed Documentation, including the Security Device.

3. License fees, charges and taxes.

(a) Licensee shall pay Licensor's license fees and charges for the Licensed Product in effect at the time of Licensee's acceptance of this Agreement. No license fees and charges apply when the Licensed Software is Unactivated Software.

(b) The license fees and charges, taxes and other applicable charges are due and payable upon installation of the Activated Software unless separate arrangements for deferred payment are made with Licensor prior to installation.

4. Term.

(a) Unless otherwise terminated or cancelled as provided by this Agreement, the term of Licensee’s Use of Activated Software shall commence upon first Use of the Software and shall continue for five (5) years from the most recent version of Activated Software delivered to Licensee. Licensee acknowledges that if Licensee at any time fails to extend the term of Software Maintenance by payment of applicable Maintenance Fees, no versions of Activated Software will be obtained following the expiration of the latest period for which Software Maintenance has been purchased. Notwithstanding the foregoing, Licensor will have the right prior to the end of any term for which Software Maintenance has been purchased to notify Licensee that Licensor will not provide Software Maintenance after that term, and in that event, the term of Licensee’s Use of Activated Software will extend five years from the date of the latest version of Activated Software delivered to Licensee prior to expiration of the then term of Software Maintenance.
(b) Unless otherwise terminated or cancelled, the Term of Licensee’s Use of Unactivated Software is five (5) years from the date of first Use of Unactivated Software.

5. Protection of Licensed Product.

(a) Licensee acknowledges and agrees that the Licensed Product and all permitted copies are Licensor's exclusive property and a valuable trade secret of Licensor. Licensee will not disclose or make available to third parties the Licensed Product or any portion or any information from Licensor marked "confidential" without Licensor's prior written approval. Licensor reserves title to, ownership of, and all proprietary rights to the Licensed Product, as well as any related work product and major or minor releases of the Software, if any. Licensee shall promptly and in good faith take all action reasonably necessary, advisable, or requested by Licensor to assure compliance with this Section 5 by all employees and agents of Licensee.

(b) Upon reasonable notice during the Agreement's term and within six (6) months after termination or expiration of the Agreement, Licensor may arrange for the inspection and review of Licensee's computer systems to assure compliance with all terms and provisions of this Agreement during Licensee's normal business hours and in such a manner as not to interfere unreasonably with Licensee's operations. In the event such audit discloses that the number of permitted copies has been exceeded, Licensee shall promptly pay to Licensor the appropriate license fees and charges for the additional computers or users.

6. Prohibited Uses. Licensee shall not:

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(b) Modify, translate, reverse engineer, decompile, disassemble, reduce the Software to a humanly perceivable form, or create derivative works based upon the Licensed Product, or cause or permit another to do so;

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(b) As part of Software Maintenance purchased by Licensee, Licensor shall provide support services to attempt to correct any error, malfunction or defect in the Activated Software's functionality or provide an alternative process, provided that Licensee gives Licensor prompt notice of the problem and sufficient information to either diagnose or recreate such problems. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.

8. Warranty.

(a) Licensor warrants that, for a period of sixty (60) days after delivery of the Licensed Product to Licensee:

(1) Under normal Use and service, the media on which the Licensed Software is delivered (if so delivered otherwise than electronically) shall be free from defects in material and workmanship, and

(2) The Licensed Product will meet Licensor's then current published specifications for the Software.

(b) If the Licensed Product fails to meet the media warranty of Paragraph 9(a)(1) and Licensee gives Licensor written notice thereof during the applicable warranty period, Licensor shall replace such media. If the Licensed Product fails to meet the warranty of Paragraph 9(a)(2) and Licensee gives Licensor written notice thereof during the applicable warranty period, Licensor's sole obligation shall be to provide technical services to attempt to correct the failure, provided that Licensee gives Licensor
detailed information regarding the failure and Licensor is able to duplicate or view
the same. Licensee acknowledges that the Licensed Product is complex, may not be
error free, and that all errors, if any, may not be correctable or avoidable.

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AND IN LIEU OF ALL OTHER WARRANTIES, THERE ARE NO
WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO,
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LICENSED PRODUCT. Some jurisdictions do not permit the exclusion of implied
warranties or limitations on applicable statutory rights of the consumer, and, as such,
some portion of the above limitation may not apply to Licensee. In such jurisdictions,
Licensor's liability is limited to the greatest extent permitted by law.

(d) Licensee shall be solely responsible for the selection, Use, efficiency, and suitability
of the Licensed Product and Licensor shall have no liability therefor.

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supplied by Licensor, is subject to accident or abuse, or is used in ultra hazardous
activities.

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and remedies available to the Licensee for breach of this warranty shall be limited to
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in this warranty shall be construed to limit any rights or remedies Licensee may
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(h) Despite any other provision hereof to the contrary “UNACTIVATED SOFTWARE”,
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10. Termination/cancellation.

(a) Licensor has the right to terminate or cancel this Agreement in accordance with other provisions of this Agreement and also if:

(1) Licensee fails to pay Licensor any license fee or charges when due; or

(2) Licensee is in default of any other provision hereof and such default has not been cured within ten (10) days after Licensor learns of the default and gives Licensee written notice thereof; or

(3) Licensee becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law; or

(4) Licensee attempts to assign or sublicense its rights under this license.

(b) In the event of any termination or cancellation, Licensor may:

(1) Declare all amounts owed hereunder to Licensor to be immediately due and payable;

(2) Require that Licensee cease any further use of the Licensed Product or any portion thereof and immediately destroy, erase from any temporary RAM and permanent memory, and return to Licensor all copies of the Licensed Product, including the Security Device;

(3) Cease performance of all of Licensor's obligations hereunder without liability to Licensee; and

(4) Electronically render the Software of no further Use by Licensee.

Upon Licensor's request, an authorized representative of Licensee shall provide a written certification that warrants compliance with Paragraph 11(b)(2).

(c) Licensor's foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available to Licensor in law and in equity.

(d) UPON ANY TERMINATION, EXPIRATION, OR CANCELLATION OF THIS AGREEMENT, DUE TO BREACH OR OTHERWISE, LICENSOR SHALL IN
ALL EVENTS HAVE ALL RIGHTS, POWER AND AUTHORITY TO EXERCISE ELECTRONIC SELF-HELP AND TO EXERCISE ALL RIGHTS, REMEDIES AND RECURSE TO WHICH IT MAY BE ENTITLED, WHICH SELF-HELP SHALL INCLUDE WITHOUT LIMITATION, ALL ELECTRONIC MEANS AVAILABLE TO LICENSOR.

11. Limitation of liability.
IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF THE ACTION, ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. LICENSOR'S LIABILITY TO LICENSEE HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE LICENSE FEES PAID TO LICENSOR HEREUNDER BY LICENSEE. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, LOST DATA TIME, PROFITS, DELIVERY DELAY OR LICENSOR'S PERFORMANCE OF SERVICES UNDER THIS LICENSE AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLICABLE TO LICENSEE. Some jurisdictions do not permit the exclusion of limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Licensee. In such jurisdictions, Licensor's liability is limited to the greatest extent permitted by law.


(a) Any claim arising out of or related to this Agreement must be brought no later than one (1) year after it has accrued.

(b) This Agreement is the sole agreement between the parties relating to the subject matter and supersedes all prior understandings, writings, proposals, representations, or communications, written or oral, of either party. Only a writing executed by the authorized representatives of both parties may amend this Agreement.

(c) No Assignability. This Agreement and the licenses granted hereunder cannot be transferred or assigned by Licensee without the prior written consent of Licensor. Any attempted assignment or sublicense by Licensee.

(d) Severability and Survivability. If any part of this Agreement is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible to reflect the original intention of the parties and all other portions of this Agreement remain in full force and effect. In the event of any expiration, termination
or cancellation of this Agreement, provisions that are intended to continue and survive shall do so.

(e) This Agreement is binding upon the Licensor's and Licensee's successors and assigns.

(f) Failure of either party to enforce any provision of this Agreement will not be deemed a waiver of the provision or the right to enforce that provision.

(g) Licensee shall not export or re-export, or allow the export or re-export of the Software or any copy, portion or direct product of the foregoing, in violation of any export laws, restrictions, national security controls or regulations of the United States or any other applicable foreign agency or authority. By accepting this license Agreement, Licensee represents and warrants that it is not located in, under control of, or a national or resident in a United States embargoed country, or on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Denied Person's List or Entity List.

(h) This Agreement shall be interpreted in accordance with the substantive laws of the Commonwealth of Virginia. In an action arising out of or relating to this Agreement or the Licensed Product, both parties consent to the nonexclusive jurisdiction of the federal and state courts located in the City of Roanoke, Virginia. The prevailing party of any dispute shall recover its reasonable attorneys' fees and costs incurred in litigating, arbitrating, or otherwise settling or resolving such dispute.

(i) During the Agreement's term, Licensee agrees to regularly back-up its Licensed Computer on a separate medium. Licensee acknowledges that any failure to do so may significantly decrease its ability to mitigate any harm or damage arising from any problem or error in the Licensed Products or the provision of services under the Agreement.

(j) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IT IS SPECIFICALLY ACKNOWLEDGED AND AGREED THAT NO REPRESENTATION, WARRANTY OR OTHER ASSURANCE IS MADE, DIRECTLY OR INDIRECTLY, THAT (I) ALL OR ANY PORTION OF THE LICENSED PRODUCT COMPLIES WITH ANY FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR ORDINANCES, AS THE SAME MAY BE CHANGED FROM TIME TO TIME, OR (II) LICENSEE'S USE OF THE LICENSED PRODUCT WILL RESULT IN LICENSEE'S COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS, OR ORDINANCES, AS THE SAME MAY BE CHANGED FROM TIME TO TIME.

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   Licensee will be deemed to accept the terms of this Agreement and agree to perform all obligations of Licensee under this Agreement upon installation of the Software or Use of the Software or by any other means, electronic or otherwise, prescribed by Licensor and accepted by Licensee.