End User License Agreement

READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SOFTWARE. USE OF THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THE FOLLOWING, DO NOT INSTALL, COPY, OR USE THE SOFTWARE AND REMOVE IT FROM YOUR STORAGES.

This Software License Agreement (hereinafter the "Agreement") is made and entered by and between

NTE Naturenergie.Technology and Enginnering GmbH
Liebenauer Hauptstraße 2-6, 8041 Graz, Austria
hereinafter: the "Licensor"

and you, the purchaser of the license
hereinafter: the "Licensee"

- Licensor and Licensee hereinafter referred to individually as "the Party" or collectively as "the Parties" -

The Parties hereto agree as follows:

1. Definitions

1.1 "Commencement Date" shall mean the date on which the Programs are delivered by Licensor to Licensee.

1.2 "Designated System" shall mean the computer hardware and operating system(s) of the Licensee, on which the Software shall operate under license.

1.3 "Online Store" shall mean the web page issued by Licensor for ordering Program Licenses and Services. The online store is accessible at: http://www.ntesystems.at/shop

1.4 "Order" shall mean the electronic order placed by Licensee for ordering Program Licenses and Services from Licensor.

1.5 "Price List" shall mean Licensor's applicable standard commercial fee schedule that is in effect when a Program License or any other product or service is ordered by Licensee.

1.6 "Program" shall mean the computer software in object code form owned or distributed by Licensor for which Licensee is granted a Program License pursuant to this Agreement; the media upon which such software is delivered to Licensee; the guides and manuals for use of such software ("Documentation"); and Updates.

1.7 "Program License" shall mean the license granted Licensee under Section 2.2 of this Agreement.

1.8 "Server Programs" shall mean those portions of the Programs that reside and operate on the Designated System.

1.9 "Services" shall mean Training Services, and Support Services, as each of those terms are defined in Section 3 of this Agreement.

1.10 "Supported Program License" shall mean a Program License for which Licensee has paid Support Services for the relevant time period in accordance with Section 3 below.

1.11 "Update" shall mean a subsequent release of the Program which is generally made available for Supported Program Licenses (1.10) at no additional charge, which consists of minor technical or functional additions, modifications or bugfixes to the Programs, and which are identified by new digits to the right of the second decimal point (e.g., version 2.2.1 as an Update to version 2.2.0). Updates shall not include any Upgrade or any other release, option or future product which Licensor licenses separately.

1.12 "Upgrade" shall mean a subsequent release of the Program which includes a major functional enhancement of the Program and which are identified by new digits to the left or to the right of the first decimal point (e.g., version 2.3 or version 3.0 as an Upgrade to version 2.2).

1.13 "User" shall mean an individual or individuals authorized by Licensee to use the Programs. The maximum number of Users that may use the User Programs or access the Server Programs consistent with the terms of licenses granted herein is specified on the Order.

1.14 "User Programs" shall mean those portions of the Programs that reside and operate on User Systems.

1.15 "User System" shall mean the computer hardware and operating systems operated by Users in the course of their employment with Licensee.

2. Program License

2.1 Order of Programs. The terms of this Agreement shall apply to each Program License granted to Licensee and to the Services provided by Licensor under this Agreement. When completed by the Parties, the Order shall evidence the Programs ordered by Licensee, the Program Licenses granted and the Services to be provided to Licensee hereunder. The terms and conditions set

forth in this Agreement shall control in the event that there are different or additional terms or conditions set forth in an Order or in any other purchase order form submitted by Licensee or acceptance or confirmation form issued by Licensor. There shall be no obligation of Licensor under this Agreement to accept Orders issued by Licensee.

2.2 Delivery of Programs. Licensor shall deliver the initial version of the Programs at the dates identified in the accepted Order. Any such delivery dates are estimated delivery dates, unless a definitive date of delivery has been set in writing. Delivery will be carried out electronically to the e-mail address Licensee provided with the order.

2.3 Rights Granted

2.3.1 Subject to the terms and conditions of this Agreement and subject to Licensee's full payment of all applicable license fees, Licensor grants to Licensee a non-transferable, non-exclusive license (the "Program License") to use the Programs that Licensee orders and Licensor provides to Licensee under this Agreement, as follows:

- to use the Server Programs solely for Licensee's own internal data processing operations, which use may be in conjunction with other software programs, on the Designated Systems or on a backup system if one or more of the Designated Systems are inoperative, up to any applicable maximum number of designated Users as set forth in the Order.

- to use the User Programs solely for Licensee's own internal data processing operations for and by up to the number of Users indicated on the Order, provided, however, that Licensee may not relicense, sell, loan, rent, or otherwise distribute the Programs or use the Programs for whatever purpose above all for third-party training, commercial time-sharing, rental, application service or service bureau use.

- to use the copies of Documentation provided with the Programs in support of Licensee's authorized use of the Programs; to reproduce Documentation, up to the number of Users licensed, at no additional charge to Licensee; provided that all titles, trademarks, and copyright and restricted rights notices shall be reproduced in all such copies.

- to copy the Programs for archival or backup purposes only; provided that no other copies shall be made without Licensor's prior written consent; all titles, trademarks, and copyright and restricted rights notices shall be reproduced in all such copies; all archival and backup copies of the Programs shall be subject to the terms of this Agreement.

2.3.2 Licensee shall not cause, permit, or attempt the reverse engineering, disassembly or decompilation of the Programs.

2.3.3 Licensee agrees not to attempt to bypass the license mechanism or generate unauthorized license keys or files.

2.3.4 Licensor shall retain all title, copyright and other proprietary rights in and to the Programs. Licensee does not acquire any rights, express or implied, in the Programs, other than those specified in this Agreement. In the event that Licensee makes suggestions to Licensor regarding new features, functionality or performance that Licensor adopts for the Programs, such new features, functionality or performance shall become the sole and exclusive property of Licensor, free from any restriction imposed upon Licensor by the provisions of Section 7.1.

2.3.5 As an accommodation to Licensee, Licensor may supply Licensee with pre-production releases of Programs (which may be labelled "Alpha" or "Beta"). Licensee acknowledges that these products are not suitable for general use and are subject to the disclaimer set forth under Sect. 5.3.3 of this Agreement.

2.4 Transfer and Assignment

2.4.1 Licensee may transfer a Program License within its organization to another computer hardware and/or operating system (the "Subsequent Designated Systems") generally supported by Licensor, upon notice to Licensor and so long as the total number of Designated Systems does not exceed the maximum number specified in the Order; Licensor, in the case of such a transfer, agrees to provide Licensee, at no additional cost, any conversion tools as may be available, and the same support and maintenance services for the Subsequent Designated Systems as was provided for the initial designated systems. Should such transfer require special assistance from Licensor, Licensee agrees to reimburse to Licensor any and all costs and expenses incurred in connection therewith at Licensor's rate schedules applicable from time to time.

2.4.2 Neither this Agreement nor any rights granted hereunder, nor the use of any of the Programs, may be sold, leased, assigned, or otherwise transferred, in whole or in part, by Licensee; provided, however, that Licensee may assign this Agreement in connection with a merger, acquisition or sale of all or substantially all of its assets if prior written approval of Licensor has been obtained which approval shall not be unreasoably withheld. Licensor shall however not be under any obligation to grant its approval if the acquiring entity is a direct or indirect competitor of Licensor. Any attempted assignment will be void and of no effect unless permitted by the foregoing.

2.5 Trial   Versions

The trial limited version of this software may be used for evaluation purposes at your own risk for a trial period of thirty (30) days. At the end of the trial period, you must either purchase a developer license and license key to continue using the software or remove it from your system.

2.6 Updates, Upgrades

The features in the Software may change when upgrades are made. The Licensor tries to maintain backward compatibility but makes no guarantees to do so. If the Software is an upgrade or update to a previous version of the Software, the Licensee must possess a valid license to such previous version in order to use such upgrade or update.

3.   Services

3.1 Training. If ordered by Licensee on the Order, Licensor will provide training in the functions and use of the Programs ("Training Services"). Training Services will be conducted for up to the number of days listed in the accepted Order and will be conducted at Licensor's offices unless the parties otherwise agree. For training conducted at Licensee's facilities, Licensee agrees to make available space and facilities to accommodate up to ten (10) people. Additional training may be provided by Licensor at Licensor's then-current rates.

3.2 Software Maintenance Support Services. If ordered by Licensee on the accepted Order, Licensor will provide Support Services for the Programs, subject to the payment by Licensee of the applicable fees.

4.   Term and Termination

Licensor may terminate this License Agreement if Licensee breaches any of the terms and conditions contained herein. In the event of such termination and upon expiry of the license granted herein, Licensee will delete the Software from any files and data storage. All provisions of this License Agreement relating to disclaimer of warranties, limitations of liability, remedies, or damages, and Licensor's proprietary rights as well as the choice of law and the dispute resolution mechanism shall survive termination.

5. Indemnification, Limited Warranties, Exclusive Remedies

5.1 Indemnification of Licensee

5.1.1 For a period of one year from Commencement Date Licensor shall indemnify, defend and hold Licensee harmless from and against any claims that the respective Program infringe any patent or copyright or misappropriate a trade secret; provided that Licensor is given prompt notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. In the defense or settlement of the claim, Licensor may obtain for Licensee the right to continue using the Programs, replace or modify the Programs so that it becomes noninfringing, provided that any such settlement shall not adversely affect Licensee's use of the Programs. In case none of the above remedies is available to Licensor under commercial reasonable terms Licensee shall be entitled to terminate the affected Program License with immediate effect and refund the license fee less a reasonable depreciation always provided that Licencee has at all times been in full compliance with all terms of this Agreement.

5.1.2 Licensor shall have no liability under Sect. 5.1.1 if the alleged infringement is based on (a) a modification of the Programs by anyone other than Licensor; (b) the use of the Programs on other than the Designated Systems or User Systems; (c) the use of the Programs other than in accordance with the Documentation; or (d) the use of the Programs after notice of the alleged or actual infringement, from Licensor or any appropriate authority.

5.1.3 THIS SECTION 5.1 STATES LICENSEE'S SOLE AND EXCLUSIVE LIABILITY FOR PROPRIETARY RIGHTS INFRINGEMENT INVOLVING THE PROGRAMS.

5.2 Indemnification of Licensor

Licensee agrees to defend, indemnify and hold Licensor harmless from and against any and all claims, suits, proceedings, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees ("Losses") made against Licensor by third parties alleging personal or property damage as a result of Licensee's use of the Programs, as long as such proceedings are not based on third-party claims of intellectual property infringement by the Programs.

5.3 Limited Warranties and Disclaimers

5.3.1 Limited Program Warranty. Licensor warrants that for a period of one year from the Commencement Date, each Program upon Commencement Date performs in major compliance with the Documentation (as available from time to time).

5.3.2 Limited Services Warranty. Licensor warrants that any Services performed by Licensor under this Agreement will be performed in a manner consistent with generally accepted industry standards. This warranty shall be valid for six months from last day of performance of the respective Service.

5.3.3 Disclaimers. Licensor does not warrant that the Programs will meet Licensee's requirements, that the Programs will operate in the combinations which Licensee may select for use, that the operation of the Programs will be uninterrupted or error-free, or that all Program errors will be corrected. THE LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT HE IS INSTALLING AND USING THE LICENSED MATERIALS AT HIS OWN SOLE RISK. THE LICENSOR, IT'S SUPPLIERES, DISTRIBUTORS OR SERVICE PROVIDERS PROVIDES NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR THE LICENSED MATERIALS. IT IS PROVIDED "AS IS" WITHOUT WARRANTY, TERM OR CONDITION OF ANY KIND UNLESS OTHERWISE AGREED TO IN THIS CONTRACT.

5.4 Exclusive Remedies for Services

If Licensor is unable to perform the Services as warranted, Licensor shall re-perform the Services at Licensor´s cost and, if Licensor is unable to provide Services that comply with the applicable warranty, Licensee shall be entitled to recover the fees paid to Licensor for the unsatisfactory Services.

6. Payment

6.1 Invoicing and Payment. License fees may be invoiced immediately following acceptance of the Order and shall be payable 30 days from invoice date. Support Services fees shall be payable in advance. All other applicable fees shall be payable thirty (30) days from the invoice date, and shall be deemed overdue if they remain unpaid thereafter. Any amounts payable by Licensee hereunder which remain unpaid after the due date shall be subject to a late charge as provided for by law from time to time from the due date until such amount is paid.

6.2 Other Expenses. Licensee agrees to pay all reasonable out-of-pocket expenses incurred by Licensor in performing the Services, including airfare, hotel, and meals, for Licensor personnel performing Services at Licensee's site.

6.3 Taxes. The fees listed in this Agreement do not include taxes; if Licensor is required to pay sales, use, property, value-added or other taxes based on the licenses or services granted in this Agreement or on Licensee's use of Programs or services, then such taxes shall be billed to and paid by Licensee. This Section shall not apply to taxes based on Licensor's income.

7. Limitation of Liability

7.1 Limited Liability

EXCEPT FOR THE LICENSOR`S LIABILITY UNDER SECTION 5.1 (INFRINGEMENT INDEMNITY), IN NO EVENT SHALL LICENSOR, IT'S SUPPLIERES, DISTRIBUTORS OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND LICENSOR'S LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY LICENSEE FOR THE RELEVANT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY. The provisions of this Agreement allocate the risks between Licensor and Licensee. Licensor's pricing reflects this allocation of risk and the limitation of liability specified herein.

8. Special provisions if accessing connected hardware

8.1 Software products which, via their functionality, access connected hardware (electronic equipment, external controllers, measuring devices or other peripherals) are to be used with special caution.

8.2 Licensee assumes all responsibility for the use of the software. Licensee is obligated to confirm the functionality of the software in the intended operating conditions before actively putting the software into operation.

8.3 Before putting the product into service, launching the software or turning equipment on, the hardware must be disconnected from the computer on which the software is running in order to prevent damage to the hardware.

8.4 Licensee alone is responsible for ensuring that the following cause no damage to the connected hardware: setup, switching operations, sending of information via connected bus systems, automated use of the software.

8.5 In so far as actual hardware to be controlled via the software (controller including any associated hardware, e.g. an engine block), ensuring that the messages sent by the software to the controller are "compatible" is the responsibility of Licensee.

8.6 The automated operation of controlled hardware, for example when running tests with the software, should only be carried out under the supervision of appropriately trained personnel, i.e. having familiarity with the operation of the software as well as expertise in and experience with the connected hardware.

8.7 IN NO EVENT SHALL LICENSOR BE LIABLE FOR DAMAGES TO CONNECTED HARDWARE.

9.   Miscellaneous

9.1 Dispute Resolution/Arbitration. Any and all disputes arising out of or in connection with this Agreement and each Order, including any question regarding their existence, validity or termination shall be finally settled heard and decided by the competent courts having subject matter jurisdiction at Graz/Styria/Austria.

9.2 Governing Law. This Agreement and each purchase order placed hereunder shall be governed by the laws of Austria. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.

9.3 No Waiver. No express or implied waiver by any of the Parties to this Agreement of any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent or continuing breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement of the same or of a different nature. Any waiver, consent, or approval of any kind regarding any breach, violation, default, provision or condition of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.

9.4 Partial Invalidity. If any provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law the remaining provisions shall continue to be in full force and effect. The Parties undertake to replace the invalid provision or parts thereof by a new provision which will approximate as closely as possible the economic result intended by the Parties.

9.5 Export Administration. Licensee agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to ensure that neither the Programs nor any direct product thereof are (i) exported, directly or indirectly, in violation of Export Laws; or (ii) intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical or biological weapons proliferation. Any violation of this provision or any non-compliance with the obligations described herein shall entitle the Licensor to terminate this Agreement for cause and with immediate effect.

9.6 Relationship between the Parties. Licensor is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

Graz, 2010/06/01