



Geomant Americas Inc.
END USER SOFTWARE LICENSE AGREEMENT

1. Definitions.

The following terms are defined for the purposes of this Agreement as follows:

- (a) "Client" shall mean any Reseller provided client software product.
- (b) "Agent License" shall mean the number concurrent agents using the Software.
- (c) "Application Server" shall mean the processor running the Software and communicating with other servers.
- (d) "Software" means the PC4 Agent software product which includes the server and client software.
- (e) "Documentation" means the user manual and related materials accompanying the Software.

2. License.

Reseller hereby grants to End User a worldwide, nontransferable, nonexclusive and nonassignable (except as expressly provided herein) license to use the Software in object code form only for End User's internal purposes only and not for resale while this Agreement is in effect for the number of Servers and for the number of Agent Licenses as set forth in Schedule 1 attached hereto. End User is not granted a license to copy, modify, enhance, create derivatives of or resell the Software. Reseller further grants End User the right to use the Documentation in connection with its use of the Software while this Agreement is in effect.

3. License Fees.

End User shall be obligated to pay the License Fee set forth on Schedule 1 attached hereto, which may be modified from time to time by the parties in the future. The License Fee shall be due upon execution of this Agreement.

4. Title.

The original, and any copies, of the Software, in whole or in part, including translations, compilations, partial copies, modifications, and updates are the property of the



Company. End User has only the limited rights granted by this license. End User is not an owner of a copy of any of the Software.

5. Copies Prohibited.

The Software is copyrighted by the Company. End User may not make any copies of the Software, except for one (1) copy for backup or archival purposes only. Such copy shall contain all copyright and other proprietary notices or legends of Company on or contained within the Software.

6. Limited Warranty.

(a) Limited Warranty. Reseller warrants that for a period of thirty (30) days commencing on the Effective Date ("Warranty Period"), the Software, when properly used, will operate substantially in accordance with the Software's then current published specifications.

(b) Limited Remedy. Reseller's sole liability and End User's sole and exclusive remedy under this warranty shall be as set forth in this Section 6(b).

(1) During the Warranty Period, Reseller will provide to End User reasonable telephone support during Reseller's normal business hours.

(2) Reseller shall not be responsible for supporting portions of the Software modified by anyone except Company or for supporting portions of the Software affected by such modified portions of the Software. Support provided by Reseller for difficulties or defects resulting from End User's errors or system changes shall be paid by End User at Reseller's standard time and material charges.

(3) After the expiration of the Warranty Period, Reseller will offer Software maintenance and support to End User, for a fee, in accordance with Reseller's then current terms, conditions, and procedures. Reseller shall have no obligation to provide any of the foregoing services after the end of the Warranty Period unless Reseller shall have received the appropriate fee.



(c) Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN SECTION 6(a) ABOVE, RESELLER MAKES AND END USER RECEIVES NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, AND COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Confidentiality.

The Software and Documentation, although copyrighted, are unpublished and contain proprietary and confidential information of Company and are considered by Company to be trade secrets. End User agrees to hold the Software and Documentation in confidence and not to use the Software except as permitted hereunder. End User shall not provide, disclose, or otherwise make available the Software and Documentation to any person other than End User's on-site employees, contractors, and agents having a need to use the Software as permitted by the license granted in Section 2. Without limiting the foregoing, End User agrees to protect the Software and Documentation at least to the same extent that End User protects its own similar confidential information and to take all reasonable precautions consistent with generally accepted standards in the enterprise software industry to safeguard the confidentiality of such Software and Documentation. The nonuse and nondisclosure obligations set forth in this Section 7 shall not apply to information which is or becomes publicly known through no fault of End User and that is otherwise not in violation of Company's rights.

8. Proprietary Rights.

Title to all Software and any copies of the Software and portions thereof, and all intellectual property rights, including without limitation, patents, copyrights, trade secrets, and trademarks in the Software and Documentation shall remain in Company. End User will not modify the Software or reverse engineer, reverse assemble, or decompile the Software.

9. Termination.

This Agreement and any licenses granted hereunder may be terminated by Reseller immediately and automatically upon thirty (30) days written notice if (i) End User fails to comply with any of the terms and conditions of this Agreement and does not cure such noncompliance within such thirty (30) day period; or (ii) End User makes an assignment for the benefit of creditors or becomes insolvent. Upon termination of this Agreement, all licenses granted hereunder shall terminate, and End User will, at Reseller's option, either return the Software to Reseller or destroy the original and all



copies and parts thereof. Sections 4, 5, 6, 7, 8, 9, 10, and 11 shall survive the termination of this Agreement.

10. Limitation of Liability.

NOTWITHSTANDING ANY STATEMENT IN THIS AGREEMENT TO THE CONTRARY, RESELLERS' LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL IN NO CASE EXCEED THE FEES RECEIVED BY RESELLER FROM END USER UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE EVENT OCCURS CAUSING SUCH LIABILITY TO ARISE. RESELLER (AND ANY THIRD PARTY SUPPLIER) SHALL NOT BE LIABLE TO END USER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE. THE PROVISIONS OF THIS SECTION 10 SHALL APPLY EVEN IF RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. General.

(a) Amendment; Modification.

No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties.

(b) Severability.

If any provision of this Agreement is found to be unenforceable, those provisions shall be considered severable, and the remaining provisions shall remain in effect. In the event that any provision or provisions of this Agreement shall be held to be unenforceable, the parties shall renegotiate those provisions in good faith to be valid, enforceable substitute provisions which provisions shall reflect as closely as possible the intent of the original provisions of this Agreement. Such negotiations shall not affect the enforceability of the remainder of the Agreement.

(c) Assignment.



This Agreement will be binding upon and will ensure to the benefit of the parties successors and/or assignees. End User may not assign this Agreement without the prior written consent of Reseller.

(d) Notice.

Any notice required or permitted to be given under this Agreement shall be delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested, to the address of the other party first set forth above, or to such other address as a party may designate by written notice in accordance with this Section 11(d), (iii) by overnight courier, or (iv) by fax with confirming letter mailed under the conditions described in (ii). Notice so given shall be deemed effective when received, or if not received by reason of fault of addressee, when delivered.

(e) Governing Law; Equitable Relief.

This contract shall be governed by the laws of the State of Texas in the United States. The parties consent to jurisdiction in the courts located in Reseller's country. These courts shall apply Texas state law to the merits of any dispute or claim.

Notwithstanding the foregoing, End User acknowledges and agrees that if End User breaches any of Company's rights with regards to its intellectual property rights or confidential information, the Company will be caused irreparable damage and may therefore be entitled, in addition to monetary damages, to injunctive or other equitable relief in order to prevent a breach or threatened breach of its intellectual property rights or its rights related to confidential information. Accordingly, End User hereby consents to the personal jurisdiction of the State of Texas and the United States District Court for the District of Texas, as well as the exclusive jurisdiction of all courts from which an appeal may be taken from such courts, for the purposes of any suit, action or other proceeding relating a breach or threatened breach of Company's intellectual property rights or Company's rights related to confidential information and expressly waives any and all objections it may have as to the venue of such courts to settle or adjudicate any such claim or controversy.

(f) No Waiver.

The waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder shall not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.



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(g) Force Majeure.

Except for the payment of fees hereunder, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquake, governmental acts or orders or restrictions, or any other reason when failure to perform is beyond the reasonable control of the nonperforming party.