

AUMTECH, INC.
MANDATORY SOFTWARE SUBLICENSING TERMS

1. Grant

Distributor hereby grants Customer a non-transferable, non-exclusive license, without right to sublicense, to use the software developed or provided by Aumtech, Inc., and delivered to Customer under this Software Sublicense Agreement non-exclusively on Distributor's platform/system numbers, as designated on Distributor's invoice. No source code or license to use source code is provided hereunder. Software includes the programs delivered to Customer, all related documentation and any update, revision, translation, adaptation, modification, derivation or copy of the foregoing.

2. Use

Customer will use the Software only in its own internal business operations and on a designated system. Customer will not permit any other person to use the Software. If the Designated System becomes temporarily inoperable due to natural disaster, accident, or other cause beyond the Customer's control, Customer may use the Software on another of Distributor's platform, until the Designated System becomes operable. Customer may make one backup copy of the Software upon which it will reproduce all confidentiality and proprietary notices. Customer will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer the Software.

3. Ownership

Title to the Software and all patents, copyrights, trademarks, design rights, trade secrets and other proprietary rights in or related to the Software are and will remain the non-exclusive property of Aumtech, whether or not specifically recognized or perfected under the laws of the country where the Software is located. Customer will not take any action that jeopardizes such proprietary rights nor does it acquire any right in the Software, except the limited use rights specified herein.

4. Confidentiality

The Software incorporates confidential and proprietary information developed or acquired by Aumtech. Customer will protect the confidentiality of the Software and all such information with the same degree of care as it employs to protect its own confidential and proprietary information, but at least with a reasonable degree of care. Customer will not allow the removal or defacement of any confidentiality or proprietary notice placed on the Software. Customer will have no confidentiality obligation with respect to any confidential or proprietary information incorporated within the Software which (i) was in Customer's lawful possession prior to receipt of the Software without any obligation to keep it confidential, (ii) is later lawfully obtained by Customer from a third party under no obligation of secrecy, (iii) is independently developed by Customer, or (iv) is, or later becomes, available to the public through no act or failure to act by Customer. Customer will not disclose the Software to any person, except to those of its employees, agents or consultants who require access for Customer's authorized use of the

Software. Before disclosure to such parties, Customer will require that they expressly: (i) recognize Aumtech's confidential and proprietary rights in the Software, (ii) agree to comply with the use, ownership, confidentiality and other restrictions applicable to the Software, and (iii) acknowledge Aumtech's and Distributor's right to enforce these restrictions. Customer will be liable for non-compliance by its agents and contractors to the same extent it would be liable for non-compliance by its employees.

5. No Warranties; Limitations on Damages

This sublicense agreement does not include any warranties, express or implied, by or on behalf of Aumtech or any entity granting sublicense rights to the Software, regarding the fitness of the Software for a particular use. In no event, will Aumtech be liable for any actual, special, punitive, incidental or consequential damages, whether or not foreseeable, including, but not limited to, lost profit or data or incur aggregate liability in any action or proceeding which exceeds the total amount actually paid to Aumtech by Distributor for the Software that directly caused the alleged damage.

6. Termination

This Sublicense Agreement will automatically terminate if Customer stops owning, possessing or operating the Designated System, and it may be otherwise terminated with 30 days prior written notice if the Customer violates any of its terms and conditions. Upon any such termination, all rights granted to Customer, including but not limited to the right to use the Software, will immediately cease, and Customer will promptly (i) purge the Software from the Designated System and all other systems and storage media, (ii) deliver to Distributor the Software and any other item within Customer's possession or control that contains confidential information relating to the Software, and (iii) certify in writing that Customer has complied with its termination obligations thereunder. Any provision of this Sublicense Agreement which by its sense and context deals with Software use, disclosure, ownership, confidentiality inspection, re-exportation and third party enforcement rights will survive its expiration or termination for any reason.

7. Export Controls.

Customer acknowledges that the Products, Confidential Information and all related technical documents and materials may be or become subject to export controls under the U.S. Export Administration Regulations and related U.S. laws. Customer is aware that these regulations do not permit Customer to export, re-export, divert, transfer or disclose any Product, Confidential Information or related technical documents or materials or any direct product thereof to any country (or to any national or resident thereof) which the U.S. Government determines from time to time is a country (or end-user) to which such export, re-export, diversion, transfer or disclosure is restricted, without obtaining the prior written authorization of Aumtech and the applicable U.S. Government agency. Customer agrees not to export the software in violation of United States export laws.

8. Assignment; Enforcement

Customer may not assign, delegate or otherwise transfer the Software, this Sublicense Agreement or any of its rights or obligations without Aumtech's and Distributor's prior approval. Any assignment, delegation or transfer which violates the foregoing will be void. If Distributor ceases to be Aumtech's Authorized Distributor for any reason, then Distributor's rights against Customer may be assigned to Aumtech or its designee. Customer hereby consents to any such assignment and, at Aumtech's, request, will execute any instrument which may be required to perfect the assignment. The provisions of this Sublicense Agreement are intended to inure to the benefit of Aumtech. Aumtech has the right to enforce these provisions directly against the Customer whether in Aumtech's or Distributor's name.