

End User Software License Agreement for **Track'Em™**

NOTICE TO ALL USERS: PLEASE CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT ("AGREEMENT") FOR THE LICENSE OF **Track'Em™** ("SOFTWARE") BY RVB SYSTEMS GROUP ("RVB").

1. License Grant. Subject to the payment of the applicable license fees, and subject to the terms and conditions of this Agreement, RVB hereby grants to you a non-exclusive, non-transferable right to the Software and the accompanying documentation (the "Documentation") on ONE COMPUTER SERVER AND UN-LIMITED COMPUTER CLIENTS CONNECTED VIA AN INTERNAL LOCAL AREA NETWORK ("LAN") TO SAME COMPUTER SERVER, or on UN-LIMITED NON-NETWORKED COMPUTERS LOCATED WITHIN THE SAME PHYSICAL BUILDING, SITE OR CAMPUS. You must acquire and dedicate a license for each separate LAN on which the SOFTWARE is RUN. In regard to the portable scanner provided with Software, no restrictions apply regarding how or where this scanner may be used.

2. Term. This Agreement is effective for an unlimited duration unless and until earlier terminated as set forth herein. This Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of this Agreement, you must destroy all copies of the Software and the Documentation. You may terminate this Agreement at any point by destroying all copies of the Software and the Documentation.

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4. Restrictions. You may not rent, lease, loan, sublicense or resell the Software. You may not permit third parties to benefit from the use or functionality of the Software via a timesharing, service bureau or other arrangement. You may not transfer any of the rights granted to you under this Agreement. You may not reverse engineer, decompile, or disassemble the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law. You may not copy the Software or Documentation except that you may either (a) make one copy of the Software solely for backup or archival purposes, or (b) transfer the Software to a single hard disk provided that you keep the original solely for backup or archival purposes. You may not remove any proprietary notices or labels on the Software. All copies must contain the same proprietary notices that appear on and in the Software. All rights not expressly set forth hereunder are reserved by RVB.

5. Warranty and Disclaimer.

a. Limited Warranty. RVB warrants that for thirty (30) days from the date of original purchase the media (e.g., CD-Rom) on which the Software is contained will be free from defects in materials and workmanship. RVB does not provide refunds for Software. The evaluation version of Software allows all

prospective buyers to evaluate the product at their leisure to ensure that the Software meets their needs before purchasing.

b. Remedies. RVB's and its suppliers' entire liability and your exclusive remedy for any breach of the foregoing warranty shall be replacement of the defective media in which the Software is contained. You must return the defective media to RVB at your expense with a copy of your receipt. This limited warranty is void if the defect has resulted from accident, abuse, or misapplication. Any replacement media will be warranted for the remainder of the original warranty period. Outside the United States, this remedy is not available to the extent RVB is subject to restrictions under United States export control laws and regulations.

c. Warranty Disclaimer. Except for the limited warranty set forth herein, THE SOFTWARE IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RVB DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING DOCUMENTATION. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. WITHOUT LIMITING THE FOREGOING PROVISIONS, RVB MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

d. Hardware Warranty Disclaimer. Any and all hardware provided with SOFTWARE is warranted by the hardware MANUFACTURER. RVB will accept returns of Hardware for refund within thirty (30) days of purchase as long as the Hardware is undamaged and is returned in the original unmarked packaging. Shipping charges are non-refundable. NO HARDWARE RETURNS AFTER 30 DAYS.

6. Limitation of Liability. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL RVB OR ITS SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES. IN NO EVENT WILL RVB BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE LIST PRICE RVB CHARGES FOR A LICENSE TO THE SOFTWARE, EVEN IF RVB SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

7. SOFTWARE support. RVB shall provide thirty (30) days of free support for Software. Support shall be limited to telephone or e-mail correspondence. Support shall be limited to help with Software installation, setup, data entry, scanner hardware operation, data reporting, and similar basic Software operations. This thirty (30) day period can be extended by purchasing an EXTENDED SOFTWARE SUPPORT AGREEMENT. Advanced support (including but not limited to modifications to Software tables, reports, and forms) is available for fee.

8. Miscellaneous. This Agreement is governed by the laws of the United States and the State of North Carolina, without reference to conflict of laws principles, and the parties agree that the sole location and venue for any litigation which may arise hereunder shall be Wake County, North Carolina. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This Agreement sets forth all rights for the user of the Software and is the entire agreement between the parties. This Agreement supersedes any other communications with respect to the Software and Documentation. This Agreement may not be modified except by a written addendum issued by a duly authorized representative of RVB. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by RVB or a duly authorized representative of RVB. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The parties confirm that it is their wish that this Agreement has been written in the English language only.

9. The Software and Documentation are provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)1(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights 48 CFR 52.227-19, as applicable. Manufacturer is RVB SYSTEMS GROUP, 6952 WADE DR, CARY, NC 27519.

10. You agree that you will not export or re-export the Software or Documentation to any country, person, entity or end user subject to U.S.A. export restrictions. Restricted countries currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria. You warrant and represent that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied your export privileges.

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