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License Agreement

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You, as the Customer, agree as follows:

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"Application Software" shall mean those portions of the Licensed Software created by TE TECH.

"Designated Hardware" shall mean the one (1) hardware device, purchased from TE TECH, upon which Customer shall run the Licensed Software.

"Licensed Software" shall mean the Application Software plus any other software supplied by TE TECH pursuant to this Agreement.

"Third Party Software" shall mean software owned or licensed by a third party, including but not limited to operating systems, that is embedded within the Licensed Software or otherwise included with any product provided to Customer from TE TECH.

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2.3 The Licensed Software may include Third Party Software licensed to TE TECH. Customer hereby acknowledges and agrees that any Third Party Software provided by TE TECH to Customer hereunder (a) shall not be modified and shall be used and/or used and redistributed or resold (to the extent permitted under Section 2.2) only embedded within the TE TECH hardware product as provided by TE TECH, (b) shall always contain and only be redistributed (to the extent permitted under Section 2.2) with all proprietary markings present as provided to Customer hereunder and under the same terms and conditions as set forth in this Agreement. All rights and benefits afforded to TE TECH under this Agreement shall apply equally to the owner of the Third Party Software (the "Third Party") and its licensors with respect to the Third Party Software. The Third Party and its licensors are intended third party beneficiaries of this Agreement, and the provisions of this Agreement relating to the Licensed Software, as the same incorporate the Third Party Software, are made expressly for the benefit of, and are enforceable by, the Third Party and its licensors. The Third Party and its licensors retain ownership of all copies of the Third Party Software. **Unless a pass-through warranty covering the Third Party Software is extended directly to you by the Third Party, all Third Party Software is provided "AS IS" without warranty of any kind, and each Third Party and its licensors disclaim all warranties, either express or implied, including but not limited to the implied warranties of merchantability, title, non-infringement or fitness for a particular purpose with regard to the Third Party Software. The Third Party shall not have any liability for special, indirect, punitive, incidental or consequential damages.**

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2.6 For rights granted in this Agreement, Customer shall pay to TE TECH the then-current product price (license fee) for each copy of the Licensed Software provided by TE TECH to Customer.

2.7 Customer shall pay all import duties and registration fees and all sales, use and excise taxes (and any other assessments in the nature of taxes however designated) on the Licensed Software or its license to use the Licensed Software, or resulting from this Agreement, exclusive of taxes based on TE TECH's net income.

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3. WARRANTY

3.1 Only if Customer has purchased Designated Hardware (the purchase price of which automatically includes the license fee), TE TECH warrants that the Application Software will be in substantial conformance with the specifications in the manual pertaining thereto as of the date of shipment by TE TECH. If, within ninety (90) days of date of shipment, it is shown that the Application Software does not meet this warranty, TE TECH will, at its option, either correct the defect or error in the Application Software, free of charge, or make available to Customer satisfactory substitute software, or, as a last resort, return to Customer all payments made as license fees and terminate the license with respect to the Application Software affected. TE TECH does not warrant that operation of the Application Software will be uninterrupted or error free or that it will meet Customer's needs. All other portions of the Licensed Software are provided "as is" without warranty of any kind.

3.2 TE TECH warrants that the media on which the Application Software is delivered will be free from defects in material or workmanship under normal use and service for a period of ninety (90) days from the date of delivery. If any defects are discovered in the media is discovered and reported by Customer within ninety (90) days after delivery TE TECH shall, at no cost to Customer, upon return of same to TE TECH, replace the media and deliver (electronically) to Customer a new and complete copy of the Licensed Software.

3.3 Any modification to the Licensed Software by the Customer without the express written consent of TE TECH shall void the warranty.

3.4 THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE LICENSED SOFTWARE WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. **NO IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. NO WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE SHALL APPLY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNLESS CUSTOMER HAS PAID TE TECH A SEPARATE LICENSE FEE THEREFOR, TE TECH MAKES NO WARRANTIES AS TO THE LICENSED SOFTWARE, WHICH IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED.**

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4.4 The products (hardware and software) to be licensed or sold hereunder are not intended for use in any application specifically prohibited in writing by TE TECH, including, without limitation, in any nuclear, chemical or weapons production facility or activity, or other activity where failure of the products could lead directly to death, personal injury or severe physical or environmental damage. If so used, TE TECH disclaims all liability for any damages arising as a result of the hazardous nature of the business in question, including but not limited to nuclear, chemical or environmental damage, injury or contamination, and Customer shall indemnify, hold harmless and defend TE TECH, its officers, directors, employees and agents against all such liability, whether based on contract, warranty, tort (including negligence), or any other legal theory, regardless of whether TE TECH had knowledge of the possibility of such damages.

5. INDEMNITY

5.1 Should the Application Software be held by a court to constitute patent or copyright infringement and its use is enjoined, TE TECH shall, at its expense and option, either procure for Customer the right to continued use, or replace same with a non-infringing product or part, or modify the Application Software so that it becomes non-infringing, or remove the software and refund the license charge pertaining thereto (less reasonable depreciation for any period of use) and any transportation costs separately paid by Customer. The foregoing states the entire liability of TE TECH for patent and copyright infringement by the Licensed Software or any part thereof.

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6. TERM AND TERMINATION

6.1 You may terminate the license granted hereunder at any time by destroying the Licensed Software together with all copies thereof and notifying TE TECH in writing that all use of the Licensed Software has ceased and that same has been destroyed.

6.2 TE TECH, upon thirty (30) days' notice, may terminate this Agreement or any license hereunder if Customer fails to perform any obligation or undertaking to be performed by it under this Agreement or if Customer attempts to assign this Agreement without the prior written consent of TE TECH. Within twenty (20) days after any such termination of this Agreement, Customer shall certify in writing to TE TECH that all use of the Licensed Software has ceased, and that same has been returned or destroyed, in accordance with TE TECH's instructions.

6.3 Sections 4, 6 and 7 of this Agreement shall survive any expiration or termination and remain in effect. Termination of this Agreement or any license hereunder shall not relieve Customer of its obligation to pay any and all outstanding charges hereunder nor entitle Customer to any refund of such charges previously paid.

7. IMPORT/EXPORT

7.1 If you intend to import or export (or re-export), directly or indirectly, whether electronically or otherwise, the software products or technical data relating thereto supplied hereunder or any portion thereof, it is your responsibility to assure compliance with U.S. and other applicable governmental import and/or export control laws and, if appropriate, to secure any required licenses or approvals in your own name. You are also responsible for the accuracy and completeness of any information or certification you provide for purposes of import or export control compliance.

8. GENERAL

8.1 This Agreement shall be governed by the laws of the State of Michigan, without regard to its conflict of law provisions. You agree that any civil action or claims which relate to this Agreement or the Licensed Software must be brought and maintained in a court of competent jurisdiction located in Grand Traverse County, Michigan, or, alternatively, the U.S. District court for the Western District of Michigan. You hereby waive venue in any other forum. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement

8.2 Should you have any questions concerning this Agreement, contact TE TECH by writing to: TE TECHNOLOGY, INC., 1590 KEANE DRIVE, TRAVERSE CITY, MI 49686.

8.3 YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. FURTHER, NO CHANGE OR AMENDMENT TO THIS AGREEMENT SHALL BE EFFECTIVE UNLESS AGREED TO BY WRITTEN INSTRUMENT SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF TE TECH.