

Software License Agreement

Between Matrikon Inc. ("Matrikon") and the Client named at the end of this License.

The following are the terms and conditions under which Matrikon Inc. provides this evaluation copy of the Matrikon OPC Explorer.

1. Definitions

- 1.1. **Licensed Product(s)** means the Matrikon OPC Explorer, including its compiled object, including their API's, as well as any images, photographs, templates, animations, audio, text, and applets, and "online" or electronic or printed documentation of the Matrikon software referred to in this License
- 1.2. **Computer System** means the computer hardware equipment on which the Client has elected to install and/or execute the Licensed Product(s).

2. Taxes and Governmental Authorization

All national, state, regional, local, municipal, or other taxes and fees including, but not limited to, excise, sales, use, property, ad valorem, intangibles, goods and services and value added taxes, or registration fees, now in force or enacted in the future, and payable as a result of the supply of the Licensed Product(s), except taxes based on Matrikon's net worth, capital or net income shall be paid directly by the Client.

3. License Grant

- 3.1. The Licensed Product(s) are furnished to the Client under a non-exclusive, non-transferable license. The type of License and additional restrictions on use are set out in this License. **THIS IS A LICENSE, NOT A SALE.**
- 3.2. The Client may NOT or attempt to:
 - a. Use or make copies of the Licensed Product(s) except as permitted by this License;
 - b. Translate, reverse compile, disassemble, reverse engineer the Licensed Product(s);
 - c. Rent, lease, assign, lend, or transfer the Licensed Product(s), or merge all or any part of the Licensed Product(s) with another program;
 - d. Separate the component parts of the Licensed Product(s);
 - e. Disclose any source code of which the Client becomes aware.

4. Installation and Use

- 4.1. The Client shall install the Licensed Product(s) only on one computer to evaluate the Licensed Product(s). The Licensed Product(s) may only be used in a test environment and not in a production environment.

5. Title

- 5.1. No title to or ownership in the Licensed Product(s) is transferred to the Client. Title to and all applicable rights in patents, copyrights, and trade secrets in the Licensed Product(s) shall remain in Matrikon or third parties from whom Matrikon has obtained rights to license the Licensed Product(s). Licensed Product(s) provided hereunder, including the ideas, concepts, know-how, and technology contained therein, are proprietary and confidential to and contain trade secrets of Matrikon or third parties from whom Matrikon has obtained rights to license the Licensed Product(s), and the Client agrees to be bound by and observe the proprietary, confidential, and trade secret nature thereof as herein provided. The Client agrees to take appropriate action by instruction or agreement with its employees who are permitted access to the Licensed Product(s) to fulfill its obligations hereunder. Except as may be permitted in writing by Matrikon, the Client shall not provide, disclose, or otherwise make available, the Licensed Product(s) or copies thereof to any third party.

6. Term and Termination

- 6.1. The term of the license for use of the Licensed Product(s) in a test environment only is perpetual commencing the day the download is complete.
- 6.2. The Client agrees, upon termination, to immediately return or destroy the Licensed Product(s) and copies thereof as directed by Matrikon and, if requested by Matrikon, to certify in writing as to the destruction or return of the Licensed Product(s) and all copies thereof.

7. Warranty

- 7.1. There are no warranties, express, implied or statutory, including without limitation the warranty of merchantable quality, satisfactory quality, merchantability, and fitness for a particular purpose or those arising by law, statute, usage of trade course of dealing, or otherwise. The Client assumes all risks and liability for results obtained by the use or implementation of the Licensed Product(s) or the provision of services, whether Licensed Product(s) are used singly or in combination with other programs or products. The Client agrees that in no event shall Matrikon be liable for indirect, incidental, ordinary, special, or consequential damages either real or alleged, including but not limited to any loss of revenue or profit, lost or damaged hardware or other equipment, or other commercial or economic loss even if Matrikon has been advised of the possibility of such damages or they are foreseeable. The liability of Matrikon in any event, regardless of the form of action, whether in contract or tort, including claims of negligence against Matrikon, shall be limited to \$1.00.

8. General

- 8.1. The validity, construction, and interpretation of this License and the right and duties of the parties hereto shall be governed by the laws of Canada and the Province of Alberta, and all disputes shall be submitted to the jurisdiction of the courts of the Province of Alberta.
- 8.2. The headings in the License are for reference purposes only and shall not effect in any way the meaning or interpretation of the License.
- 8.3. This License contains the entire understanding of Matrikon and Client with respect to the matter.
- 8.4. The terms and provisions contained in Sections, shall survive the termination of this License.
- 8.5. Matrikon may, at its expense and with prior written approval from the Client, enter upon the Client's premises during the Client's regular business hours to audit the Client's compliance with the provisions of this License.
- 8.6. To be eligible to purchase this License for the Product(s) the Client must be in compliance with applicable export laws. By acquiring this Licensed Product(s) the Client is representing and warranting to Matrikon that it is compliant with the following statements:
 - a. The Client is not a citizen, national, or resident of, and is not under the control of, the government of Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, nor any other country to which the United States has prohibited export;
 - b. The Client will not download or otherwise export or re-export the Licensed Product(s), directly or indirectly, to the countries mentioned in clauses a or c nor to citizens, nationals or residents of those countries;
 - c. The Client is not listed in the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, or Specially Designated Narcotic Traffickers, nor is the Client listed on the United States Department of Commerce Table of Denial Orders;
 - d. The Client will not use the Licensed Product(s) for, and will not allow the Licensed Product(s) to be used for, any purposes prohibited by law, including, without limitation, for the development, design, manufacture, or production of nuclear, chemical, or biological weapons of mass destruction;
 - e. The Client is in compliance with all applicable export and import laws.
 - f. If the Client cannot represent and warrant that it is in compliance with the above statements, the Client is not eligible to purchase this License for the Product.
- 8.7. Since the unauthorized use, copying or transfer of the Licensed Product(s) or breach of this License shall diminish the value to Matrikon of the Licensed Product(s), Matrikon shall be entitled to obtain equitable relief to protect its interests including without limitation, injunctive relief as well as money damages and the Client acknowledges that remedies other than equitable relief are inadequate to fully protect Matrikon. The rights and remedies of Matrikon under the License are not exclusive and are in addition to other rights and remedies in law, equity or by statute.
- 8.8. If any provision of this License is declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such a provision shall be severed from the License and the other provisions shall remain in full force and effect.
- 8.9. This License may not be assigned by the Client.
- 8.10. No amendment waiver variation of this agreement shall be of any force and effect unless such amendments or variations shall be reduced to writing, duly executed by all parties hereto in the same manner and with the same formality as this License is executed.
- 8.11. In the event of breach of this License by the Client, the Client shall pay all of Matrikon's legal costs incurred as a result of the breach.
- 8.12. This License shall be binding upon the parties hereto and their heirs, successors, administrators, personal representatives, and permitted assigns.

Client Client Name (Company)

By _____

Name _____

Title _____

Date _____

Address _____

Phone _____

Fax _____

Email _____

