I AUTHORIZE ASCOT TECHNOLOGIES, INC. TO BILL ME IN ADVANCE FOR ASCOTRE SERVICES, IN ACCORDANCE WITH THE TERMS SELECTED. I REALIZE THAT I MUST BE A MEMBER IN GOOD STANDING OF MY LOCAL MLS SERVICE IN ORDER TO BE ELIGIBLE FOR ASCOTRE SERVICES AND I WILL NOTIFY ASCOT TECHNOLOGIES, INC., IMMEDIATELY, IF I AM NO LONGER ELIGIBLE TO RECEIVE SUCH SERVICES. I UNDERSTAND THAT A 1 YEAR MINIMUM TERM IS REQUIRED FOR THIS SERVICE, WITH AUTOMATIC RENEWAL UNLESS I NOTIFY ASCOT TECHNOLOGIES, INC, BY EMAIL 30 DAYS PRIOR TO REVEWAL DATE. I FURTHER AGREE TO THE "SOFTWARE LICENSE AGREEMENT" BELOW.

COMPANY
SOFTWARE LICENSE AGREEMENT
FULL VERSION

COMPANY ("*COMPANY*") IS WILLING TO LICENSE THE SOFTWARE AND RELATED DOCUMENTATION DELIVERED AND CURRENTLY BEING INSTALLED (THE "*SOFTWARE*") ONLY TO PARTIES THAT ACCEPT ALL THE TERMS OF THIS AGREEMENT ("*YOU*").

READ THESE TERMS CAREFULLY BEFORE CLICKING ON THE "YES" BUTTON. BY CLICKING ON THE "YES" BUTTON, YOU ACKNOWLEDGE HAVING READ AND UNDERSTOOD THIS AGREEMENT, AND AGREE TO BE BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, COMPANY IS UNWILLING TO LICENSE THE SOFTWARE TO YOU. YOU SHOULD CLICK ON THE "NO" BUTTON TO DISCONTINUE THE INSTALLTION PROCESS AND PROMPTLY RETURN THE SOFTWARE AND DOCUMENTATION, TO THE PLACE FROM WHICH IT WAS ACQUIRED FOR A COMPLETE REFUND.

1.   LICENSE. Company hereby grants you a nonexclusive, nontransferable license to use the Software solely as set forth in this Agreement. You may use the Software on the single CPU that you own or use and which is authorized by the registration key provided to you by Company ("***Registration Key***"). You may access the Software with no more than the number of concurrent users authorized by the Registration Key, and use the Software solely for your internal business purposes. Authorization for additional copies of the Software, additional CPU rights, or additional concurrent user rights must be obtained by Company for an additional price. You may otherwise copy the Software only for backup purposes in support of Your use of the Software and may use and copy the accompanying documentation for internal purposes, as necessary to enable You to fully utilize the Software; provided that You reproduce all copyright and other proprietary notices that are on the original copy of the Software and applicable documentation.

2.   RESTRICTIONS. You may not use, copy, modify, distribute or transfer the Software, or any copy thereof, in whole or in part, except as expressly provided for in this Agreement. You acknowledge that the Software in source code form remains a confidential trade secret of Company and/or its suppliers, and therefore you agree not to reverse engineer, disassemble, decompile, or translate the Software, or otherwise attempt to derive the source code of the Software, except and only to the extent that such activity is expressly permitted by applicable law. Any attempt to transfer any of the rights, duties or obligations hereunder is void. You may not rent, lease, loan, resell for profit, or use the Software in a time sharing or service bureau arrangement.

3.   OWNERSHIP. The Software is licensed, not sold, to You for use only under the terms of this Agreement, and Company reserves all rights not expressly granted to You. You own the media, if any, on which the Software is recorded, but Company retains ownership of all copies of the Software itself and the documentation.

4.   TERM. Company will have the right to terminate this Agreement if: (i) You breach any material term or condition of this Agreement and fails to cure such breach (if susceptible to cure) within thirty (30) days after written notice; (ii) You become the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) You become the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. You agree upon termination to promptly destroy, or at the request of Company, return the Software, related documentation, and all copies thereof.

5.   <u>LIMITED WARRANTY</u>. Company warrants, during a period of ninety (90) days from delivery of the Software ("*Warranty Period*"), that the Software, as delivered to You, will perform substantially in accordance with the applicable documentation provided by Company. Your sole and exclusive remedy in the event of a breach of this warranty is that Company will, in Company's discretion, attempt to correct or work around errors in the Software, replace the media, or refund the purchase price and terminate this Agreement. Company may, at its sole discretion, issue maintenance releases of the Software incorporating bug fixes on a commercially reasonable basis. Company does not warrant that the Software will meet Your requirements, that operation of the Software will be uninterrupted or error-free, or that all defects will be corrected. Company will not be responsible for any errors in the Software caused by use of the Software in conjunction with non Company-approved hardware or software. Certain services related to the Software, upgrades and out of warranty maintenance may be provided pursuant to a separate written agreement between the parties. You may contact Company by writing to Ascot Technologies, Inc., 267 Hogans Valley Way, Cary, NC 27513, or by calling (919) 388-1776.

THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY, ITS EMPLOYEES, AFFILIATES, DISTRIBUTORS, DEALERS OR AGENTS SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DELIVERY OF THE SOFTWARE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

6.   <u>LIMITATIONS OF REMEDIES</u>. IN NO EVENT WILL COMPANY'S LIABILITY TO YOU UNDER THIS AGREEMENT EXCEED ANY LICENSE FEE PAID BY YOU FOR THE SOFTWARE. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL COMPANY BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR ANY DATA SUPPLIED THEREWITH, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. SOME STATES DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

7.   <u>GOVERNMENT USER</u>. The Software is provided with restricted rights.

<div align="center">RESTRICTED RIGHTS LEGEND</div>

With respect to acquisition of the Software by or for any unit or agency of the U.S. Government (the "*Government*"), the Software shall be classified as "commercial computer software" as that term is defined in the applicable provisions of the Federal Acquisition Regulation ("*FAR*") and supplements thereto, including the Department of Defense ("*DoD*") FAR Supplement ("*DFARS*"). Use, duplication or disclosure by the Government is subject to restrictions in this Agreement and 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 clause at 48 CFR 52.227-19, as applicable. Ascot Technologies, Inc., 267 Hogans Valley Way Cary, NC 27513 USA.

---

8.   <u>EXPORT CONTROL</u>. This Agreement is subject to and conditioned upon compliance with the U.S. Export Administration Act and the applicable regulations thereunder (collectively, "*U.S. Export Laws*"), as well as any other laws of the U.S. affecting the export of technology. You agrees to comply fully with the U.S. Export Laws and to provide Company with such documentation, assurances and access to records as may be required to obtain licenses under the U.S. Export Laws.

9.   <u>GENERAL</u>. This Agreement will be governed by the laws of the State of North Carolina, without regard to or application of conflicts of law rules or principles. If any provision of this Agreement is held to be unenforceable, that provision will be removed and the remaining provisions will remain in full force. This Agreement is the complete and exclusive statement of the agreement between Company and You, which supersedes any proposal or prior agreement, oral or written, and any other communications between us in relation to the subject matter of this Agreement.