

END-USER SOFTWARE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”), is made and entered into by and between Web User who downloads and installs Software (hereinafter called "Licensee"), and Automation Solutions, Inc., a Texas corporation (hereinafter called "AutoSol") located at 16055 Space Center Blvd., Suite 450, Houston, Texas 77062 U.S.A.

LICENSE GRANT: AutoSol hereby grants to Licensee a nonexclusive, nontransferable (except as set forth herein) license (the “License”) to Use and place In Use one copy of the Software on a single computer or single system developed and installed by AutoSol, including all media on which it may be recorded or stored, for its own internal business purposes only. If you have multiple licenses for the Software, then you may have as many copies of the Software in use as you have Licenses. "Use" shall mean use by any individual having authorized access to the computer system on which the Software is operated and shall include employees, customer, agents, representative or contractors of Licensee. The Software is "In Use" in a computer when it is loaded into the temporary memory (i.e., RAM) or is installed into the permanent memory (e.g., hard disk or other storage device), of that computer. No sublicensing rights are hereby granted.

Licensee agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any employee, customer, agents, representative or contractors of Licensee or any other third party to do so.

Licensee will be responsible for maintaining any procedure of their own design and control, external to the computer system for reconstruction of lost or altered files, data, or programs to the extent deemed necessary by Licensee. AutoSol shall not, in any event, have any obligation or responsibility to reconstruct any Licensee files or data, unless the loss of files or data occurs as a direct result of Licensee using the AutoSol software in normal operations under normal conditions.

AES LICENSE SCHEME: The Base licensing scheme for AES (AutoSol Enterprise Server) software is based on one installation per server/computer. This installation provides the user with all features and capabilities of the product but not device connections. The device connection licensing for AES software is based on the number of End Devices. For this purpose, an End Device is considered a signal originator. Examples of signal originators include a, single-loop/multi-loop controller, RTU, PLC, EFM, Analyzer, etc. The most typical scenario is one Device in the AES configuration communicating with one RTU in the field. An RTU may manage the data for multiple meter runs (for AGA flow calculations), or it may have other RTUs daisy-chained to it making the RTU act as a data concentrator. The data concentrator receives and processes data from signal originators. These signal originators are considered End Devices in the AES Licensing Scheme and should be included in the AES final device count.

RESTRICTIONS ON LICENSE AND USE OF SOFTWARE: LICENSEE MAY NOT UNDER ANY CIRCUMSTANCES USE THE LICENSED SOFTWARE IN AND FOR THE OPERATION OF A SERVICE BUSINESS OR BUREAU OR FOR ANY PURPOSE THEREOF. IF IT IS THE INTENDED PURPOSE OF ANY INDIVIDUAL, COMPANY, CORPORATION, BUSINESS OR ANY PERSONS ASSOCIATED WITH SUCH AN ORGANIZATION IS TO UTILIZE THE SOFTWARE IN AND FOR THE OPERATION OF A SERVICE BUSINESS OR BUREAU INCLUDING ANY PURPOSE THEREOF, A SUBSCRIPTION SOFTWARE LICENSE AGREEMENT MUST BE UTILIZED AND ENTERED INTO. IN THE EVENT THAT A LICENSEE DETERMINES THAT ITS INTENDED USE REQUIRES A SUBSCRIPTION SOFTWARE LICENSE AGREEMENT, ONE CAN BE OBTAINED BY CONTACTING AUTOMATION SOLUTIONS, INC. (AUTOSOL) AT THE ADDRESS AND NUMBERS PROVIDED IN THE NOTICE SECTION OF THIS AGREEMENT

Licensee may not under any circumstances grant or authorize the use or sub-license of any software to any other person or entity, regardless of whether the same is an affiliate of Licensee, without the prior written consent of AutoSol. Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party, sell, lease, license, sublicense, rent, loan or otherwise transfer any of the Software to any other person provided, however, that Licensee may permit its consultants and other independent contractors to use the Software at the Site(s) in accordance with this Agreement so long as such consultants and independent contractors shall agree to be bound by the terms of this Agreement to the same extent as the Licensee.

Licensee shall not be entitled to assign any rights to Software to any person or entity, it being the intent of AutoSol that each entity (whether or not affiliated with Licensee) which uses the Software or any derivative thereof or develops, deploys, or uses any different configuration of the Software shall be obligated to pay separate license fees.

ASSIGNMENT: Neither this Agreement nor any rights or obligations hereunder may be transferred, assigned or delegated by Licensee without the prior written consent of AutoSol. Any attempted assignment, delegation or transfer shall be void. Notwithstanding the foregoing, Licensee may assign both the rights and obligations of this Agreement to the surviving corporation in any merger or consolidation to which it is a party or to any person who acquires all or substantially all of its capital stock or assets with the prior written consent of AutoSol. Such consent will not be unreasonably withheld by AutoSol.

INTERNATIONAL MATTERS: Licensee agrees to comply with all applicable export control laws and regulations issued from time to time by the U.S. Department of Commerce and all other United States and other applicable laws concerning the exporting, importing, and re-exporting of the Software and that otherwise apply to this Agreement. Licensee acknowledges and agrees (i) all Software shall contain the correct "Restricted Rights" legend as defined in DFAR 52.227-77013(c)1(ii) and FAR 52.227-14 or pertinent subsequent citation, (ii) all "technical data" as that term is defined in Section 379.1 of the U.S. Export Administration Regulations (the "Regulations") exported from the United States of America pursuant to this Agreement and any other related agreements, and any direct product thereof, shall not be shipped in violation of the Regulations, (iii) to comply with the U.S. Foreign Corrupt Practices Act and to refrain from any payments which would cause Licensee or AutoSol to violate such Act, and (iv) any Software exported or otherwise used outside the United States is not, and shall not be, licensed for use in any nuclear, aviation, mass transit, medical application or in any other inherently dangerous applications. Licensee certifies that neither the Software nor its direct product is intended to (i) be used for any purposes related to chemical/biological weapons or missiles; and (ii) shipped or exported either directly or indirectly to any country to which the United States has prohibited shipment.

WORK PRODUCT OWNERSHIP: AutoSol is providing Software Products including any Development Deliverables and Services to Licensee that require the application of its expertise and knowledge of information resource management issues. Licensee also recognizes that AutoSol's work hereunder may involve the application and use of technologies that are part of and protected as AutoSol Software. As such, All Software Products, Development Deliverables and Services arising from AutoSol's work are and shall remain the sole property of AutoSol. AutoSol expressly reserves the right to reuse and employ commonly used code and data treatment techniques, procedures, algorithms and other skills generated by AutoSol as a result of AutoSol's experience and familiarity with information technologies.

CONFIDENTIAL INFORMATION AND NONDISCLOSURE: AutoSol considers Confidential Information to mean all Software, listings, documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine readable copies of the Software, Source Code relating to the Software, and all other proprietary information supplied to or obtained by Licensee. Except as otherwise set forth herein, Licensee agrees not to use any Confidential Information for any purpose except to exercise its rights under this Agreement. Licensee agrees not to disclose any Confidential Information to third parties. Licensee shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Confidential Information. In the event of actual or threatened breach of the provisions of this section, AutoSol will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of proving actual damages to protect any interests or rights. This section shall survive after termination of this Agreement for a period of five (5) years.

WARRANTY: AutoSol warrants to Licensee (a) that the Software will be free from errors, will conform to and perform in accordance with the Specifications, and will function properly for a period of 180 days from the date of original purchase (b) that there are no mechanisms within the Software which will, either now or in the future, interfere with the rights granted in this Agreement or affect proper operation of the Software, (c) that the media containing the Software will be free from defects in material and workmanship, (d) that it is the true and lawful owner of the Software licensed hereunder and that it has clear title to said Software.

AutoSol further warrants that the Software will not contain any malicious code, program, or other internal component (e.g. computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, or alter software, firmware or hardware in any manner. AutoSol shall immediately advise Licensee, in writing, upon reasonable suspicion or actual knowledge that the Software provided under this Agreement may result in the harm described above.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, AUTOSOL DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

IN NO EVENT WILL AUTOSOL BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY OTHER PARTY.

Some states do not allow the exclusion of implied warranties, or the exclusion or limitations of incidental or consequential damages, so the above exclusions and limitations may not apply to you.

INDEMNITY: AutoSol shall indemnify and hold harmless Licensee, its directors, officers, agents and Customers from and against all loss, claim, damage or liabilities that may result from any third party claims of bodily injury or property loss or damage to the extent caused by a defect in software design caused by AutoSol's gross negligence. AutoSol agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any suit or proceeding which may be brought against Licensee, its directors, officers, agents or Customers based upon a claim that the software or any aspect of the software are defective in any way, and/or were caused by AutoSol's gross negligence, or fail to comply with any applicable laws. AutoSol further agrees to indemnify and hold harmless Licensee, its directors, officers, agents and Customers against any and all expenses, losses and damages, including court costs and attorney's fees, resulting from any such suit or proceeding, including any settlement provided that: (i) Licensee gives AutoSol prompt notice in writing of any such suit and permits AutoSol, through counsel of its choice, to answer the charge and defend such claim or suit; (ii) Licensee provides AutoSol information, assistance and authority, at AutoSol's expense, to enable AutoSol to defend such suit; and (iii) Licensee gives AutoSol full control of any settlement negotiations.

INFRINGEMENT: AutoSol agrees to indemnify and save harmless Licensee, its directors, officers, agents and Customers from any and all expenses, liabilities or other losses arising from or by reason of any actual infringement of any patents, trademarks, copyrights or other Intellectual Property rights of a third party. AutoSol further agrees to defend any suits based thereon with respect to the use, license or sale of AutoSol software provided that: (i) Licensee gives AutoSol prompt notice in writing of any such suit and permits AutoSol, through counsel of its choice, to answer the charge of infringement and defend such claim or suit; (ii) Licensee provides AutoSol information, assistance and authority, at AutoSol's expense, to enable AutoSol to defend such suit; and (iii) Licensee gives AutoSol full control of any settlement negotiations. The foregoing obligation of indemnity shall not apply to the extent that the claim of infringement or unauthorized use arises out of: (1) AutoSol's adherence to Licensee's written instructions regarding services or tangible or intangible goods provided by AutoSol and (2) the use of such Products in combination with products not provided by AutoSol. AutoSol shall also not be liable for any Infringement Claim caused by Licensee's modifications to the Products or the Development Deliverable such that previously non-infringing Product or Development Deliverable becomes infringing.

CHOICE OF LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to choice of law principles. Any and all court proceedings arising from or relating in any manner to any dispute between AutoSol and Licensee arising out of, relating to, or referencing this Agreement or its breach in any way, shall be brought in, and only in, a United States federal or Texas state court sitting in Houston, Texas. Each party hereby consents to the exercise of jurisdiction by such courts and irrevocably waives any objection that such party may now or later have based on venue or forum non conveniens with respect to any action initiated in such courts.

No action, regardless of form, arising out of any claimed breach of this Agreement or transactions under the Agreement may be brought by Licensee more than one year after the cause of action has arisen.

COVENANT NOT TO EMPLOY: Licensee acknowledges that AutoSol's employees' expertise and service constitute a valuable and unique asset of AutoSol. Therefore, Licensee agrees not to make any offer of employment to, nor enter into a

consulting or employment relationship with, any employee of AutoSol for a period of two (2) years after termination or expiration of that employee's employment without the prior written consent of AutoSol.

LICENSE TERM: The term of the License granted under this Agreement shall be effective from the date of this Agreement and shall remain in effect until Use of the Software, as it may have been updated or enhanced by AutoSol from time to time, is permanently discontinued by Licensee under the terms of this Agreement.

TERMINATION: AutoSol or Licensee shall have the right to terminate this Agreement: (a) Upon thirty (30) days written notice in the event that either party violates any provision of this Agreement including, but not limited to, confidentiality and payment, provided that the violation is not cured within such thirty (30) day period. (b) In the event either party (i) terminates or suspends its business; or (ii) becomes insolvent or becomes subject to direct control by a trustee, receiver, or similar authority. (c) In the event that Licensee utilizes or deploys the software for the purpose, intent or operation of a service business or bureau as specifically prohibited under the RESTRICTIONS ON LICENSE AND USE OF SOFTWARE Section of this agreement.

Within five (5) days after termination of this Agreement, Licensee shall uninstall the software, and certify in writing to AutoSol that all copies thereto have been uninstalled and returned to AutoSol or destroyed. Termination of the license shall be in addition to and not in lieu of any other equitable or legal remedies available to AutoSol.

NOTICES: All written notices required or allowed hereunder shall be deemed to have been properly given five (5) business days after being delivered or sent by registered or certified mail, return receipts requested or by a recognized overnight courier service, to the address indicated in this section.

LICENSOR: Automation Solutions, Inc.
16055 Space Center Blvd.
Suite 450
Houston, TX 77062
Phone: 281-286-6017
Fax: 281-286-6902
Email: info@autosoln.com

RECORD-KEEPING AND INSPECTIONS: The Licensee shall maintain records regarding Licensee's use of the Software and shall make such information available to AutoSol upon request. In addition, during the term of this Agreement and for five (5) years thereafter, Licensee shall permit AutoSol to audit such records and to visit any Site, or other location reasonably suspected of being a Site for the purpose of conducting examinations of employees and computers in order to confirm Licensee's compliance with this Agreement. The cost of such inspection shall be borne by AutoSol. Such inspections shall be made no more frequently than quarterly, during normal business hours but do not require any advanced notice.

LICENSE FEE: The AutoSol License Fee(s) are determined by number of Site installations and Device Connections as applicable. Licensee may adjust the number of licensed Site installations or Device Connections provided that the applicable License Fee(s) are paid in full.

PAYMENT: AutoSol reserves a purchase money security interest in the Software in the amount of the unpaid balance due until payment in full of the License Fee and any other sums due as required to be paid for, including but not limited to Upgrades, Enhancements, Support Agreements and any other Services. A financing statement under the Uniform Commercial Code may be filed with the appropriate public authorities, and Licensee agrees to sign any forms presented to it by AutoSol necessary to protect AutoSol's security interest in such Software.

GENERAL PROVISIONS: If any provision of this Agreement (or any portion thereof) shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions (or remaining portions thereof) shall not in any way be affected or impaired thereby.

The failure of either party to enforce any term or condition of this Agreement shall not constitute a waiver of either party's right to enforce each and every term and condition of this Agreement.

In no event shall the pre-printed terms and conditions of any Order or Acknowledgment or other similar form alter or amend any provision of this Agreement even if signed by either or both parties. Any information contained on an Order or Acknowledgment which changes the terms and conditions of this Agreement shall not be binding on the parties unless: (i) such Order, Acknowledgment or other similar form specifically refers to this Agreement; (ii) clearly indicates the intention of both parties to override and modify this Agreement; and (iii) such Order, Acknowledgment or other similar form is signed by duly authorized representatives of both parties.

The headings in this Agreement are intended for convenience of reference only and shall not affect its interpretation.

RESTRICTED RIGHTS: This Software and accompanying written materials are provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subdivision © (1) (ii) of The Rights in Technical Data and Computer Software clause at 252.227-7013. Contractor / manufacturer is Automation Solutions, Inc., 16055 Space Center Blvd. Suite 450, Houston, TX 77062, U.S.A.

ENTIRE AGREEMENT This Agreement and any Exhibits hereto constitute the entire understanding between the parties concerning the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written and whether or not executed by Licensee and AutoSol. No modification, amendment or other changes may be made to this Agreement, to any Exhibit, or to any part thereof unless reduced to writing and executed by authorized representatives of both parties.

IN WITNESS WHEREOF: The parties have caused this agreement to be executed as of the effective date.

By downloading and installing Software, Licensee agrees to this Agreement.