

RELIABLE CONTROLS CORPORATION

END USER SOFTWARE LICENSE AGREEMENT

NOTICE TO USER: THIS END USER SOFTWARE LICENSE AGREEMENT (“AGREEMENT”) IS ENTERED INTO BY AND BETWEEN RELIABLE CONTROLS CORPORATION (“LICENSOR”), AND THE END-USER (“YOU”). PLEASE READ THIS AGREEMENT CAREFULLY. BY COPYING, INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL THE SOFTWARE AND PROMPTLY RETURN THE PRODUCT UNIT TO LICENSOR OR LICENSOR’S RESELLER, AS APPLICABLE.

AS DESCRIBED BELOW, USING THE SOFTWARE ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN COMPUTER INFORMATION DURING ACTIVATION AND VALIDATION.

THIS AGREEMENT GOVERNS THE USE OF THE FOLLOWING LICENSOR PRODUCTS: RC-Studio[®], RC-Toolkit[®], RC-Archive[®], RC-WebView[®], RC-GrafXSet[®], RC-Reporter[®], RC-RemoteAccess[®], RC-Passport[®], and RC-Hospitality[™].

1. DEFINITIONS/RULES OF CONSTRUCTION.

1.1 Definitions. As used in this Agreement:

(a) “Computer” means a computer device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

(b) “Intellectual Property Rights” means all present and future copyrights, trademark rights, service mark rights, trade secret rights, patent rights, moral rights, and other intellectual property and proprietary rights recognized in any jurisdiction.

(c) “Internal Network” means a group of Workstations connected in such a way that they can send information back and forth between themselves and are accessible only by Your employees and permitted independent contractors. Internal Network does not

include portions of the Internet or any other network community open to the public, such as membership or subscription driven groups, associations and similar organizations.

(d) “Permitted Number” means the total number of concurrent users permitted by the built-in restrictions of the Software when You receive such Software, as set forth in the receipt You obtain from Licensor or its authorized reseller.

(e) “Product Unit” means a single retail-ready package containing one (1) copy of the Software in object code format stored on a single tangible medium, the Documentation, packaging, and/or other items related thereto and delivered therewith.

(f) “Server” means a Computer that controls the Internal Network and can provide services and resources to each Workstation.

(g) “Software” means (i) the Licensor or third party software and other computer information with which this Agreement is provided; (ii) related explanatory written materials and files, as modified from time to time by Licensor in its sole discretion (“Documentation”); and (iii) any modified versions and copies of, and upgrades, Updates and supplements to, such information, provided to You by Licensor at any time.

(h) “Updates” mean those versions of the Software products that Licensor, at its discretion, deems to be logical improvements or extensions to the Software products and that have been released for general commercial distribution.

(i) “Workstation” means a Computer that is connected to an Internal Network and can process data and applications locally or access data and applications on the Internal Network.

1.2 Construction. “Including” means “including without limitation” and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to “Sections” shall mean the Sections of this Agreement, unless otherwise expressly indicated. The title of each of the headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

2. LICENSE AND ACTIVATION.

2.1 License Grant. If You obtained the Software from Licensor or one of its authorized resellers and paid the applicable license fee, Your receipt of the Software reflects

Your permitted use of such Software. Each type of permitted use is described in further detail below. As long as You comply with the terms of this Agreement, Licensor grants You a non-exclusive and non-transferable license to use the Software in the manner permitted, and as described in the Documentation.

2.2 Network Installation or Access. You may only install and access the Software on a Workstation, as described in this Section 2, Your Internal Network, as described in this Section 2. No other network installation or access (either directly or through commands, data or instructions) is permitted, including: (i) for enabling web hosted workgroups or services available to the public, (ii) by any individual or entity to use, download, copy or otherwise benefit from the functionality of the Software unless licensed to do so by Licensor, (iii) as a component of a system, workflow or service accessible by more than the Permitted Number of users, or (iv) for operations not initiated by an individual user (e.g., high-volume automated server processing of wire feed content).

2.3 Installation and Use on Your Internal Network. As specifically set forth in Sections 2.4, 2.5, 2.6, 2.7 and 2.8, You may install and use the Software on only Your compatible Workstations and Servers within Your Internal Network for the purpose of downloading, installing and using the executable files.

2.4 RC-Studio® Installation and Use. In the event You procure a license of Licensor's Software called "RC-Studio", You may install and use RC-Studio on up to Permitted Number of Your compatible Workstations upon completing Licensor's authorization process. In the event that You desire to install RC-Studio on more than the Permitted Number of Your compatible Workstations, You are required to procure additional licenses from Licensor or its authorized reseller.

2.5 RC-Toolkit® Installation and Use. In the event You procure a license of Licensor's Software called "RC-Toolkit", You may install and use RC-Toolkit on up to Permitted Number of Your compatible Workstations upon completing Licensor's authorization process. In the event that You desire to install RC-Toolkit on more than the Permitted Number of Your compatible Workstations, You are required to procure additional licenses from Licensor or its authorized reseller..

2.6 RC-Archive® Installation and Use. In the event You procure a license of Licensor's Software called "RC-Archive", You may install and use RC-Archive on up to one Server or compatible Workstation upon completing Licensor's authorization process. In the event that You desire to install RC-Archive on more than one Server or compatible

Workstation, You are required to procure additional licenses from Licensor or its authorized reseller.

2.7 RC-WebView® Installation and Use. In the event You procure a license of Licensor's Software called "RC-WebView", You may install and use RC-WebView on up to one Server or compatible Workstation upon completing Licensor's authorization process. In the event that You desire to install RC-WebView on more than one Server or compatible Workstation, You are required to procure additional licenses from Licensor or its authorized reseller.

2.8 RC-GrafxSet® Installation and Use. In the event You procure a product key from Licensor for its Software called "RC-GrafxSet", You may subscribe for, download and use RC-GrafxSet images on Your compatible Workstations.

2.9 RC-Reporter® Installation and Use. In the event You procure a license of Licensor's Software called "RC-Reporter", You may install and use RC-Reporter on up to one Server or compatible Workstation upon completing Licensor's authorization process. In the event that You desire to install RC-Reporter on more than one Server or compatible Workstation, You are required to procure additional licenses from Licensor or its authorized reseller.

2.10 RC-RemoteAccess® Installation and Use. In the event You procure a license of Licensor's Software called "RC-RemoteAccess", You may install and use RC-RemoteAccess on up to one Server or compatible Workstation upon completing Licensor's authorization process. In the event that You desire to install RC-RemoteAccess on more than one Server or compatible Workstation, You are required to procure additional licenses from Licensor or its authorized reseller.

2.11 RC-Passport® Installation and Use. In the event You procure a license of Licensor's Software called "RC-Passport", You may install and use RC-Passport on up to one Server or compatible Workstation upon completing Licensor's authorization process. In the event that You desire to install RC-Passport on more than one Server or compatible Workstation, You are required to procure additional licenses from Licensor or its authorized reseller.

2.12 RC-Hospitality™ Installation and Use. In the event You procure a license of Licensor's Software called "RC-Hospitality", You may install and use RC-Hospitality on up to one Server or compatible Workstation upon completing Licensor's authorization process.

In the event that You desire to install RC-Hospitality on more than one Server or compatible Workstation, You are required to procure additional licenses from Licensor or its authorized reseller.

2.13 Intellectual Property Ownership. You acknowledge that Licensor owns all right, title and interest, including all Intellectual Property Rights, in and to the Software and any authorized copies thereof. Except as expressly stated herein, this Agreement does not grant You any Intellectual Property Rights in the Software and all rights not expressly granted are reserved by Licensor. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Licensor. The Software is protected by law, including but not limited to the copyright laws of the United States and other countries, and by international treaty provision.

2.14 Restrictions on Use.

(a) Notices. You may not copy the Software except as set forth in Section 2.14. Any permitted copy of the Software that You make must contain the same copyright and other proprietary notices that appear on or in the Software.

(b) No Modifications. You may not modify, adapt, alter, translate, or create derivative works based on the Software. You may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software.

(c) No Unbundling. The Software may include various applications, utilities and components, may support multiple platforms and may be provided to You on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to You as a single product to be used as a single product on Computers as permitted by this Section 2. You may not unbundle or repackage the Software for distribution, transfer or resale.

(d) No Transfer. YOU MAY NOT RENT, LEASE, SELL, SUBLICENSE, ASSIGN OR TRANSFER YOUR RIGHTS IN THE SOFTWARE, OR AUTHORIZE ANY PORTION OF THE SOFTWARE TO BE COPIED ONTO ANOTHER INDIVIDUAL'S OR LEGAL ENTITY'S COMPUTER EXCEPT AS MAY BE PERMITTED HEREIN.

2.15 Unauthorized Use and Compliance. You shall take reasonable efforts to prevent use of the Software by any person or entity other than You. You shall use all reasonable efforts to see that employees, agents, assigns or other persons under Your direction or control who have access to the Software or Documentation abide by the terms

and conditions of this Agreement. You shall notify Licensor immediately in writing of any unauthorized use.

2.16 Mandatory Activation. For the Software that requires activation, activation associates the use of the Software with a specific Server or compatible Workstation. During activation, the Software will send information about the Software and Server or compatible Workstation to Licensor. This information may include the version, the license version, language and product key of the Software, the Internet protocol address of the Server or compatible Workstation, and information derived from the hardware configuration of the Server or compatible Workstation. Using the Software, You consent to the transmission of this information.

2.17 Third Party Agreements. Certain software, or portions thereof, accessed through, used in connection with or included in the Software may be subject to the terms and conditions of other third party agreements (collectively, "Third Party Agreements") which contain terms that may expand (or restrict) Your and/or third parties' rights to use certain portions of the Software (collectively, "Third Party Software"). The Third Party Agreements, any related documentation and other information about all such Third Party Software are contained within such Third Party Software or available at the websites of such Third Party Software publishers. You acknowledge and agree that You have read, understood, and agree to the terms and conditions of each such Third Party Agreement.

2.18 Backup Copy. You may make a reasonable number of backup copies of the Software, provided you r backup copies are not installed or used for other than archival purposes.

3. TECHNICAL SUPPORT.

3.1 Limited Technical Support. You acknowledge and agree that technical support will be provided to You by the reseller from whom You purchased the Software. If, after requesting technical support, the Software does not install substantially in accordance with the Documentation, the entire liability of Licensor and Your exclusive remedy will be limited to either, at Licensor's option, replacement of the Software or refund of the license fee You paid for the Software.

3.2 Auto Updates. In its sole discretion, Licensor may provide certain changes and/or enhancements to the Software and/or its components ("Updates") from time to time. You will be able to determine whether to accept or refuse Updates prior to download and installation on Your Permitted Number of Workstations or Servers. Your use of the

Software, including Updates, shall be governed by this Agreement. Any Updates may be licensed to You by Licensor with additional or different terms including for an additional fee, as determined by Licensor in its sole and absolute discretion.

4. DISCLAIMER/LIMITATION OF LIABILITY.

4.1 LIMITED WARRANTY. THE SOFTWARE AND OTHER INFORMATION IS DELIVERED TO YOU “AS IS” AND WITH ALL FAULTS. LICENSOR DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. EXCEPT TO THE EXTENT ANY WARRANTY, CONDITION, REPRESENTATION, OR TERM CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, LICENSOR MAKES NO WARRANTIES CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER, INCLUDING WITHOUT LIMITATION, NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE PROVISIONS OF SECTIONS 4.1, 4.2 AND 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT, HOWSOEVER CAUSED, BUT THIS SHALL NOT IMPLY OR CREATE ANY CONTINUED RIGHT TO USE THE SOFTWARE AFTER TERMINATION OF THIS AGREEMENT.

4.2 LIMITATION OF LIABILITY. IN NO EVENT WILL LICENSOR BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF LICENSOR OR ITS REPRESENTATIVE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, OR CLAIMS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. LICENSOR’S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. Nothing contained in this Agreement limits Licensor’s liability to You in the event of death or personal injury resulting from Licensor’s negligence or for the tort of deceit (fraud). Licensor is acting on behalf of its resellers for the purpose of disclaiming, excluding, and/or limiting obligations, warranties, and liability as provided in this Agreement, but in no other respects and for no other purpose.

4.3 Indemnification. You shall indemnify, hold harmless and defend the Licensor and its respective affiliates, resellers, directors, employees, agents, insurers or representatives

against any liability, damages, penalties, fines, judgments, amounts paid in settlement and reasonable costs and expenses (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any of the following: (i) any negligent or willful act or negligent or willful omission by You or Your affiliates, directors, employees, agents, or representatives; (ii) any breach by You of this Agreement; (iii) any violation by You or Your affiliates, directors, employees, agents, or representatives of any local or foreign law, or any rule or regulation of any governing authority; or (iv) the use or combination of the Software with other products, devices or software by You, or its affiliates, directors, employees, agents, or representatives.

In the event that Licensor is seeking indemnification pursuant to this Section, Licensor shall give notice to the You of any claim for which it is seeking indemnity under this Section (a "Claim"), but failure to give such notice shall not relieve You of any liability hereunder (except to the extent that You have suffered actual prejudice thereby). Licensor shall provide all necessary and required information and reasonable assistance regarding any such Claim.

4.4 Third Party Software. You acknowledge that Licensor does not give any warranties (and expressly disclaims any and all warranties), express or implied, grant any license or right or give a covenant not to sue, or grant any other rights, including Intellectual Property Rights, with respect to any Third Party Software accessed through, used in connection with or included in the Software. Notwithstanding anything to the contrary in this Agreement, this Agreement does not and shall not be interpreted or construed to include any representation or warranty that the Third Party Software, or the use thereof, whether alone or in combination with other hardware, software, apparatuses, or methods, is or will be free from infringement of any Intellectual Property Rights or other rights of third parties. Licensor disclaims any and all liability arising from the use of such Third Party Software, including claims of infringement of third party Intellectual Property Rights or other rights arising out of or relating to such Third Party Software. You assume all risk and liability arising from Your use, copying and distribution of such Third Party Software.

5. TERMINATION/COMPLIANCE.

5.1 Termination. This Agreement is effective until terminated. Termination of this Agreement constitutes termination of the licenses granted herein. This Agreement will automatically terminate if You fail to comply with any term or condition of this Agreement including the payment of license fees. Upon termination of this Agreement for any reason, You are obligated to immediately return the Software to Licensor together with all copies in any form.

5.2 Communication of Agreement. You agree to communicate the terms and restrictions contained in this Agreement to all persons under Your employment, direction or control who have access to the Software.

5.3 Taxes. You shall pay any applicable taxes in respect of the licenses granted and fees paid in connection with this Agreement.

5.4 Export Rules. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by any export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as an export controlled item under the Export Laws, You represent and warrant that You are not a citizen of, or located within, an embargoed or otherwise restricted nation and that You are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if You fail to comply with the terms of this Agreement.

5.5 U.S. Government End Users. If the Software is used by the U.S. government, the Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), all U.S. Government end users acquire the Software (a) only as "commercial items" and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

6. MISCELLANEOUS PROVISIONS

6.1 Notices. Except for requests for support services related to the Software, any notice required or permitted to be given under this Agreement shall be validly given, made or served if in writing and delivered personally by hand, by a nationally recognized overnight courier service (i.e., FedEx or United Parcel Service), by United States certified or registered

first class mail, postage prepaid with return receipt requested. Each such notice or other communication shall be effective if delivered (a) personally by hand or by a nationally recognized overnight courier service, when delivered at the address specified in this Section; or (b) by United States certified or registered first class mail, on the date appearing on the return receipt therefore. In the event that a party is unable to deliver a notice or other communication due to the inaccuracy of the address provided by the other party pursuant to this Section, or the other party's failure to notify the party of a change of its address as specified pursuant to this Section, such notice or other communication shall be deemed to be effective upon confirmation by a nationally recognized overnight courier service of its failure to complete delivery to the other party's address as set forth in this Section (or other address duly given to the party by the other party in accordance with this Section). Addresses for notices (unless and until written notice is given of any other address):

If to Licensor, to: Reliable Controls Corporation
 120 Hallowell Road
 Victoria, BC V9A 7K2 Canada
 Attn.: President

If to You, to the address provided by You at the date of purchase.

6.2 Governing Law and Jurisdiction. If You acquired this Software in the United States, this Agreement is governed by the laws of the State of Washington and, in respect of any dispute which may arise hereunder, You consent to the exclusive jurisdiction of the federal and state courts sitting in Seattle, Washington, USA. If You acquired this Software in Canada or any other country, unless expressly prohibited by local law, this Agreement is governed by the laws in force in the Province of British Columbia, Canada; and, in respect of any dispute which may arise hereunder, You consent to the exclusive jurisdiction of the federal and provincial courts sitting in Victoria, British Columbia, Canada. This Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The prevailing party in any claim made under this Agreement shall be entitled to its reasonable costs and attorneys' fees.

6.3 Transfer/Assignment. You shall not assign or transfer this Agreement, or any part thereof, whether directly or indirectly (including, without limitation, through a transfer of Your equity interests or for any other reason including bankruptcy) without the prior written consent of an officer of Licensor or a representative of Licensor authorized in writing to exercise such authority on behalf of Licensor. You and any authorized transferee must also comply with such procedures as Licensor requires and the transferee must agree to be bound by the terms and conditions of this Agreement.

6.4 Survival. The rights and obligations contained in Sections 2.11 (“Intellectual Property Ownership”), 2.12 (“Restrictions on Use”), 2.13 (“Unauthorized Use and Compliance”), 2.15 (“Third Party Agreements”), Section 4 (“Disclaimer/Limitation of Liability”), Section 5 (“Termination/Compliance”) and Section 6 (“Miscellaneous Provisions”) shall survive any termination or expiration of this Agreement, to the extent applicable.

6.5 Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior communications, understandings, and agreements, written or oral. This Agreement may only be modified by a written agreement signed by an authorized officer of both parties.

6.6 Severability; Waiver. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision specified in this Agreement shall be invalid under any applicable law, the invalid provision, or portion thereof, shall be struck and the remainder, if any, shall be deemed enforceable to the extent permitted under applicable law, and the remaining provisions of this Agreement shall be given effect in accordance with their terms.

6.7 Mutual Negotiation. This Agreement is entered among competent persons who are experienced in business. Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into this Agreement. Therefore, any ambiguous language in this Agreement will not be construed against any particular party as the drafter of such language.

6.8 Days. Unless otherwise indicated in this Agreement, all references to “days” shall mean calendar days.

6.9 Force Majeure. The parties shall not be liable to each other for the consequences of any delay or failure if such delay or failure is due to any cause beyond the control of a party, including without limitation restrictions of law or regulations, labor disputes, power or telecommunications failures, acts of God, terrorism or acts of war, or mechanical or electronic breakdowns.

6.10 Language. The English language controls when interpreting this Agreement.