

COMMANDER END USER LICENSE AGREEMENT

IMPORTANT NOTICE: Please read this End-User License Agreement (this "Agreement") carefully. Acceptance and use of the Commander software (the "Software"), constitutes your agreement to the terms and conditions set forth in this Agreement. This Agreement modifies and replaces the prior end user license agreement relating to the Software. **IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR DOWNLOAD THE SOFTWARE.**

1. LICENSE.

MIC Systems & Software, Inc. ("MIC") hereby grants you a limited, nonexclusive license to use the Software in accordance with the terms and conditions set forth herein. The license is issued to a single site or address and covers the installation and use of an object code version of the Software on a single physical machine in use at that location, or the downloading and use of an object code version of the Software and related data to the hard disk of that physical machine. To access the Software on more than one computer, you will need to purchase additional licenses, known as additional seats or additional users. In order to activate your license(s) to use the Software and the accompanying documentation (the "Documentation") on one or multiple computers, you must obtain a valid license key from MIC.

2. TERM; TERMINATION.

This Agreement shall be deemed effective with your execution of the Order Confirmation provided to you in conjunction with your order of the Software (the "Order") and is no way contingent upon or connected to the successful implementation of the Software. This Agreement shall remain in effect for the period set forth in the Order (the "Initial Term"). Prior to the end of the Initial Term or a Renewal Term (as defined, below), as applicable, MIC may invoice you for license fees, related fees, and taxes relating to a subsequent consecutive term and upon your payment of such fees and taxes, this Agreement shall automatically renew for subsequent renewal periods of 90 days after the Initial Term (each a "Renewal Term" and collectively, with the Initial Term, the "Term"). You or MIC can terminate the renewal of this Agreement by providing written notice of such termination to the other party a minimum of 30 days prior to the applicable renewal date. MIC may terminate this Agreement at any time upon your failure to comply with any term or condition set forth in this Agreement. MIC also reserves the right to terminate this Agreement and cancel any obligation it has hereunder to deliver any manufacturer's data or to provide communications links to any manufacturer if for any reason: (1) you cease to be an authorized dealer of such manufacturer and such manufacturer requires that you be an authorized dealer in order to access the data; or (2) MIC's contract with such manufacturer is terminated.

Upon termination of this Agreement for any reason including non-payment of license or subscription fees you agree to refrain from accessing or using the Software and to promptly return any hard copy of the licensed Software and Documentation together with all copies, modifications or portions of them in any form to MIC and to promptly destroy and delete any electronic copy of the licensed Software and Documentation together with all modifications or portions thereof and to certify in writing that such destruction and/or deletion has been completed. If this Agreement is terminated at any time for any reason, you will remain responsible for payment of all fees and taxes owed hereunder that relate to the remaining portion of the then applicable Term including payment associated with any additional licenses, discounts or promotions.

3. FEES.

In consideration for your license of the Software and any related support and maintenance services, you shall pay to MIC the Initial License Fee, related interface fees, license renewal fees and taxes set forth in the Order, as the same may be adjusted as set forth herein, and you shall make such payments with the frequency identified in the Order, such frequency being either (A) upon the commencement of the Initial Term and each Renewal Term, as applicable, or (B) quarterly or monthly for a pro-rata portion of such fees. MIC shall be entitled to increase such fees upon at least forty-five (45) days written notice to you prior to the end of the Initial Term or any Renewal Term. Except as otherwise specified herein or in an Order, (i) fees are quoted and payable in United States dollars, (ii) fees are based on services purchased and actual usage if in excess of subscriptions purchased, such as the use of the Software on additional computers at one or multiple physical locations, (iii) payment obligations are non-cancelable and all fees paid are non-refundable, and (iv) the number of user licenses purchased cannot be decreased during the relevant subscription term stated on the Order. All invoices are payable upon receipt or as stated on the invoice. If invoices are not paid within thirty (30) days, your pricing may be subject to an eighteen percent (18%), or maximum

allowable increase, and you may be responsible for any previously applied discounts and/or promotions. If you fail to pay any fees, including payment associated with any additional licenses, discounts or promotions in a timely manner, MIC may (reserving all other legal remedies and rights) terminate this Agreement without further notice. Interest shall accrue on past due unpaid amounts at the lesser of ten percent (10%) per annum and the highest rate allowed by applicable law and you shall be responsible for any reasonable collection costs incurred by MIC in relation to such past due unpaid amounts. Notwithstanding the foregoing, if you have chosen or if you hereafter choose to provide to MIC your credit card information for billing purposes, MIC will charge said card at the applicable payment frequency and provide you with statements summarizing the information otherwise to be listed on an invoice pursuant to this Section 3. Such credit card information must remain current and MIC must be given thirty (30) days advance notice of any changes thereto.

4. USE OF SOFTWARE AND DATA.

You agree to use the Software, the Documentation and all related data, including, without limitation, the manufacturer's data ("Data"), in accordance with applicable law, including data privacy laws and communications regulations and tariffs, and standard conditions of use established by MIC from time to time. You will not use the Software to export or re-export Data in violation of U.S. export control laws and regulations or of other applicable laws and regulations. You will not use the Software to establish independent files or compendiums of the Data or use the Data in any manner other than in connection with the Software. MIC reserves the right to immediately terminate access to the Software or take any other action it reasonably believes necessary to comply with applicable laws or regulations or to enforce the terms of this Agreement. You agree that all ownership rights in the Software, the Documentation and all updates and improvements thereto (and all intellectual property rights therein) belong solely and exclusively to MIC.

You hereby agree to indemnify and hold harmless MIC for any costs, liabilities or damages (including, without limitation, reasonable attorneys fees) arising from your violation of this Section 4.

5. SUPPORT.

MIC shall: (i) provide to you basic support for the Software at no additional charge, and/or upgraded support if purchased; and (ii) provide the Software only in accordance with applicable laws and government regulations. Basic support is defined as content updates, general questions and answers, and troubleshooting issues. Basic support specifically excludes development projects requiring the use of additional creative and technical resources. Such work will be quoted and charged on a per project basis. Support can be contacted during business hours as listed on MIC's website. Support issues after regular business hours will be handled on an emergency basis; non-emergency issues will be addressed on the next business day.

6. RESTRICTIONS.

You hereby acknowledge that: (a) the Software, the Documentation, the Data and your rights and obligations under this Agreement may not be sublicensed, assigned or transferred, in whole or in part, to any third party; (b) you may not sell, distribute, rent or lease the Software, Documentation or Data in whole or in part to any third party; and (c) you will not make the Software or Documentation available in whole or in part in any networked or time-sharing environment, including, without limitation, the world wide web, or transfer the Software, Documentation or Data in whole or in part to any computer other than the personal computer on which the Software is installed or resident unless you have paid a multi-user or other network license fee. As the Software, Documentation and Data are proprietary copyrighted and/or trade secret works of MIC, its suppliers and/or its licensors, you further agree that you will not reverse engineer, decompile, disassemble, or decrypt the Software, or otherwise seek to derive a source code version of the Software, or otherwise prepare or facilitate any derivative work of or from the Software, Documentation or Data or any portion thereof, except as provided herein.

7. BACKUP COPY AND REPLACEMENT SOFTWARE.

In addition to installation of the Software in accordance with the terms and conditions set forth above, you shall be permitted to make a single backup copy of the Software provided that you reproduce the copyright notice found on the Software. Use of such backup copy shall be limited to replacement of the Software on the computer on which the Software previously resided or for installing the Software on a computer replacing the one on which the Software previously resided. You may request replacement Software at any time. If such request takes place after the first thirty (30) days of the Initial Term, you will be responsible for all then applicable shipping and handling fees.

8. OWNERSHIP OF SOFTWARE AND DATA.

The Software, Data, and Documentation are proprietary works of MIC, its suppliers and/or its licensors. You hereby acknowledge that the Software, Data and Documentation are copyrighted works owned by MIC, its suppliers and/or its licensors and that you have no rights in the foregoing except as expressly granted herein. You also acknowledge that the Software, Data and Documentation contain trade secrets and confidential information of MIC, its suppliers and/or licensors. All intellectual property rights, industrial property rights, and other rights, including but not limited to database rights, resulting from all support activities carried out by MIC reside with MIC. Your use of the Software, Data, or Documentation shall not result in any such rights vesting in you. Any use of the Software, Data or Documentation in a manner not authorized herein or any unauthorized copying or modification of the Software, Data and Documentation or sublicense or transfer of any copy, adaptation, transcription, or merged portion of the Software, Documentation or Data to any other party in any way not expressly authorized by MIC will result in the immediate termination of this Agreement and your rights to use and access the Software.

9. SUGGESTIONS.

Any user suggestions, enhancement requests, recommendations or other feedback you provide, including users related to the operation of the Software remain proprietary works of MIC.

10. PROVISION OF SERVICES.

MIC shall make the Software available to you pursuant to this Agreement and the applicable Order during each subscription term. You agree that your license hereunder is neither contingent on the delivery of any future functionality or features, nor dependent on any oral or written public comments made by MIC regarding future functionality or features.

11. INTERNET CONNECTIVITY AND CONSENT TO USE COLLECTED DATA.

You agree that MIC may connect to your computer(s) for training and support purposes and you hereby agree to allow such remote access.

The Software may cause your Computer, without additional notice, to automatically connect to the Internet (intermittently or on a regular basis) for the purpose of (a) checking for updates to the Software that are available for download to and installation on your Computer and (b) to communicate with MIC for purposes that may include providing you with additional information, features, and functionality. When the Software automatically connects to the Internet, MIC may obtain information regarding the results of installation attempts relating to updates, the Internet protocol address ("IP Address") that is associated with your then-current Internet connection, and other technical and usage-based information. When the Software connects to the Internet, no personally identifiable information is sent except to the extent that IP Addresses may be considered personally identifiable in some jurisdictions.

12. LIMITED WARRANTY.

MIC warrants that, for a period of 90 days from the first installation of the Software (the "Warranty Period"), the Software will perform substantially in accordance with the Documentation. This Limited Warranty is void if the failure of the Software has resulted from accident, abuse or misapplication. If, during the Warranty Period, a defect appears in the Software, you may return the media on which the Software was provided to you, to MIC for a replacement, or, if so elected by MIC, refund the most recent quarterly license fee, if any, paid by you for the continuation of this Agreement. Neither MIC nor any of its Authorized Providers warrant the completeness or accuracy of any information contained in the Software, Documentation or Data, or that the use of the Software will meet your needs or that its use will be uninterrupted or error free. THE FOREGOING CONSTITUTES YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH BY MIC OR ITS AUTHORIZED PROVIDERS OF ANY WARRANTIES (EXPRESS OR IMPLIED) MADE UNDER THIS AGREEMENT. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE SOFTWARE IS LICENSED "AS IS," AND MIC AND ITS AUTHORIZED PROVIDERS DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE DATA IS PROVIDED COMPLETELY "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO MIC DEALER, DISTRIBUTOR, AGENT OR EMPLOYEE IS

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13. LIMITATION OF LIABILITY.

You assume responsibility for, among other things: (i) the selection of the Software and Data to achieve their intended results; (ii) the acquisition of other software (including any programming or operating system software) and/or equipment compatible with the Software; and (iii) the installation, use and results obtained from the Software, Documentation and Data. INASMUCH AS THE PRICE PAID FOR THE LICENSE RIGHTS GRANTED TO USE THE SOFTWARE MAY BE SUBSTANTIALLY DISPROPORTIONATE TO THE VALUE OF PRODUCTS TO BE USED IN CONJUNCTION WITH THE SOFTWARE, AND FOR THE EXPRESS PURPOSE OF LIMITING THE LIABILITY AGAINST MIC TO AN EXTENT WHICH IS REASONABLY PROPORTIONATE TO THE COMMERCIAL VALUE OF THIS TRANSACTION, YOU AGREE THAT MIC AND ITS AUTHORIZED PROVIDERS' CUMULATIVE LIABILITY TO YOU AND ALL OTHER PARTIES FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY YOU FOR THE USE OF THE PRODUCT. NEITHER MIC NOR ITS AUTHORIZED PROVIDERS SHALL BE LIABLE FOR: (A) ANY LOSS OF USE OF YOUR COMPUTERS OR LOSS OR CORRUPTION OF DATA OR THE COSTS OF SYSTEM OR DATA RECOVERY; (B) ANY PERSONAL INJURY RESULTING FROM ERRORS IN THE ACCOMPANYING DATA INCLUDING BUT NOT LIMITED TO ERRORS IN INSTRUCTIONS, SERVICE BULLETINS, DIAGRAMS, PARTS IDENTIFICATIONS OR PARTS DESCRIPTIONS; PARTS PRICES (C) ANY THIRD PARTY CLAIMS; OR (D) ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states or countries may not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

14. FORCE MAJEURE.

Neither MIC nor its Authorized Providers shall be liable for any default or delay in the performance of its obligations under this Agreement if, and to the extent, such default or delay is caused, directly or indirectly, by any circumstance beyond MIC or its Authorized Providers' reasonable control, including without limitation any (1) fire, flood or water damage, elements of nature or other acts of God, including without limitation any of the foregoing that are harmful to electronic circuitry, (2) outbreak or escalation of hostilities, war or war conditions, acts of terrorism, riots, embargo or civil disorders in any country, (3) act or omission of you or any governmental authority, (4) labor disputes (whether or not the employees' demands are reasonable or within MIC 's power to satisfy), (5) nonperformance by a third party (including any energy provider, voice or data telecommunications common carrier), or (6) failures or fluctuations in systems or facilities external to MIC, including, without limitation, the Internet.

15. THIRD PARTY SOFTWARE.

Incorporated into the Software may be one or more software modules licensed by MIC from one or more third party suppliers, each of which is a third party beneficiary of the applicable provisions of this Agreement.

16. GOVERNING LAW.

This Agreement and the relationship between the parties shall be governed in all respects by the laws of the State of California and the United States of America. The parties consent to the exclusive jurisdiction and venue of the California and United States courts located in California for resolution of any dispute related to this Agreement or the relationship of the parties.

17. NOTICE. All notices and other communications to MIC required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, or sent by facsimile with confirmation of receipt by the receiving machine or delivered by courier personally by hand to MIC Systems & Software, Inc., 2964 Airway Ave., Costa Mesa, CA 92626, Facsimile: 714-545-0444.

18. MISCELLANEOUS. You may not assign any of your rights or obligations pursuant to this Agreement

whether by operation of law or otherwise. This Agreement will be binding upon and inure to the benefit of you and MIC and their respective successors and permitted assigns. This Agreement constitutes the entire understanding and agreement between the parties hereto relating to the subject matter hereof. In the event you engage in any act in violation of the provisions of this Agreement, then MIC shall be entitled, in addition to such other remedies and damages as may be available to it, to an injunction prohibiting you from engaging in such acts.