



SOFTWARE LICENSE AGREEMENT

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1. **THE SOFTWARE PRODUCT.** Unless or except as otherwise provided herein, the Software Product shall include the Cardinal computer software programs purchased by Customer and listed on Cardinal's invoice, along with all associated media, printed materials, and online or electronic documentation, as well as any updates, upgrades, patches, modifications, and/or supplements to the original Software Product that may be provided by Cardinal in accordance with the Support Services Addendum attached hereto.

2. **SOFTWARE PRODUCT LICENSE.** Subject to the terms and conditions of this Agreement, Cardinal grants to Customer a non-transferable, non-exclusive license to use the Software Product for Customer's own internal business purposes during the term of this Agreement. The grant of a License hereunder does not transfer title or any proprietary or intellectual rights in the Software Product to Customer. All patents, copyrights, trademarks, trade secrets and other intellectual property rights relating thereto shall be owned solely and exclusively by Cardinal or its suppliers, as applicable.

a. **Applications Software.** A single License shall grant Customer the right to install one copy of the Software Product or any prior version for the same operating system on a single computer. This includes the Software Product purchased by and licensed to Customer and listed on Cardinal's invoice. Customer must obtain multiple licenses for concurrent use of the Software Product on multiple computers.

b. **Storage/Network Use.** Customer may store or install a copy of the Software Product on a storage device, such as a network server, used only to install or run the Software Product on Customer's other computers over an internal network; however, Customer must acquire and dedicate a license for each concurrent user accessing the software. Software Product obtained pursuant to a single license may be installed on multiple computers but may not be used concurrently on multiple computers.

c. **Copies.** Following installation of the Software Product on a single computer, in the case of a single license, or on multiple computers, in the case of multiple licenses, the Software Product, in the form and on the medium originally provided to Customer, may be kept solely for backup or archival purposes unless permission to do otherwise is obtained from Cardinal in writing. Customer may not copy the software, electronic media or printed materials comprising the Software Product without written permission from Cardinal. Any permitted copy of the Software Product must contain the same copyright and other proprietary notices that appear on or in the Software Product.

3. **DELIVERY.** Upon receipt of payment by Customer of the initial charge specified in Cardinal's invoice, Cardinal shall issue a copy of the Software Product to Customer, as soon as practicable, in an appropriate, executable format. In the event that Cardinal elects to provide the Software Product to Customer on more than one type of medium, Customer may use the type of medium that is appropriate for each authorized computer for which Customer has purchased a license. Customers shall not use or install additional copies of the Software Product delivered through alternate mediums on any unauthorized computer, or permit any third party to install such additional copies on any unauthorized computers.

4. **ACCEPTANCE.** Customer shall be deemed to have accepted the terms of this Agreement, and all of Customer's obligations as set forth herein, by either (i) delivering a signed copy of this Agreement to Cardinal or (ii) installing, copying, downloading or otherwise accessing or using the Software Product, whichever occurs earlier. In any case, Customer must return a signed copy of this Agreement to Cardinal as soon as reasonably practicable.

5. **TERM; RENEWAL.** Customer shall be entitled to use the Software Product in accordance with the terms and conditions of this Agreement for one year from the date of acceptance, as specified above. This License shall be renewable upon payment by Customer of the annual fee for the coming year, calculated in accordance with the Fee Addendum, which must be received by Cardinal by the date specified in the Renewal Form that will be sent to Customer prior to the expiration of Customer's License. Customer acknowledges that the annual fee is subject to change upon renewal due to general price increases and/or general inflation increases, as set forth in the Fee Addendum. Customer's failure to renew this license for the next term in a timely manner shall constitute a termination of this License. Customer expressly acknowledges that, should Customer's License be permitted to expire, a reinstatement fee will be charged by Cardinal at the time of any future, subsequent renewal.

6. **SUPPORT SERVICES.** Cardinal shall provide to Customer any Support Services related to the Software Product described in the Support Services Addendum, as amended or supplemented by Cardinal from time to time through written or online documentation.

a. **Supplemental Code.** Any supplemental software code provided to Customer as part of said Support Services shall be deemed a part of the Software Product and subject to the terms and conditions of this License.

b. **Updates and Upgrades.** Updates are revisions to the existing revision level of the application involving program fixes and minor program modifications. Upgrades are total releases that usually include new features and functions. Any Updates or Upgrades made available to Customer in accordance with the Support Services Addendum shall be deemed a part of the Software Product and subject to the terms and conditions of this License.

7. **CUSTOMER OBLIGATIONS.** Customer will be responsible for furnishing to Cardinal complete and accurate information describing Customer's hardware and software configurations at the time of initial installation and for promptly informing Cardinal of any subsequent changes thereto. Customer shall also be responsible for documenting and promptly reporting to Cardinal all errors or malfunctions of the Software Product. **FAILURE TO FURNISH SUCH INFORMATION WILL INVALIDATE THE LIMITED WARRANTY PROVIDED HEREAFTER.**

8. **LIMITATIONS.** This License shall be subject to the following limitations:

a. Customer may not copy, reproduce, or duplicate in any manner the Software Product without the prior written consent of Cardinal.

b. Customer may not reverse engineer, decompile or disassemble the Software Product, in whole or in part.

c. The Software Product is licensed as a single product and its component parts may not be separated for use on more than one computer, with the exception of Customer's purchase of a multi-user license allowing the use of the Software Product on a network.

d. Customer may not sell, rent, lease, transfer, sub-license, lend or otherwise distribute the Software Product or otherwise allow an unauthorized third party to use the Software Product.

e. Customer may not write or develop any derivative software or other software program based upon the Software Product without seeking and obtaining written permission from Cardinal.

9. **TERMINATION.** Without prejudice to any other rights, Cardinal may terminate this License if Customer fails to comply with any of the terms and conditions herein. Cardinal shall provide a written notice of termination to Customer, stating the reason for such termination, which shall be effective as of thirty (30) days of the date of such notice if Customer's default is not corrected prior thereto. **IN THE EVENT OF A TERMINATION OF THIS LICENSE, FOR ANY REASON, CUSTOMER EXPRESSLY AUTHORIZES CARDINAL, AT ITS OPTION, TO REMOTELY DISABLE THE COMPUTER SOFTWARE PROGRAMS LICENSED TO CUSTOMER AT ANY TIME AFTER THE EXPIRATION OF THE 30-DAY NOTICE PERIOD.** Customer also agrees to destroy any and all copies of the Software Product and its component parts in Customer's possession and to provide, upon demand by Cardinal, a writing certifying that, to the best of Customer's knowledge, all originals and copies of the Software Product, in whole or in part, have been destroyed. If this License is terminated due to Customer's default, Customer shall not be entitled to a refund of any portion of any fees paid by Customer.

10. **COPYRIGHT.** The Software Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Title and copyright to the Software Product are owned by Cardinal or its suppliers. Customer acknowledges that aspects of the licensed materials, including the specific design, structure and code of individual programs, constitute trade secrets and/or copyrighted material of Cardinal or its suppliers. Customer agrees (i) not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of Cardinal; and (ii) not to cover, suppress, delete, modify or intentionally render inconspicuous any identification labels, trademark symbols, copyright symbols and legends, legal notices, or other proprietary markings on or in the licensed materials. In the event that Customer becomes aware of any unauthorized possession, use, or knowledge of the Software Product, Customer agrees to promptly notify Cardinal of such, including in such notice the details of the unauthorized access and the identities of the individuals or entities involved, if known, and to cooperate with Cardinal in any litigation or other proceedings initiated by Cardinal in order to protect its rights.

11. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software Product and documentation are provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions 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 at 48 CFR 52.227-19, as applicable. Manufacturer is Cardinal Tracking, Inc., 1825 Lakeway Dr., Suite 100, Lewisville, Texas 75057; Telephone 800-285-3833.

12. **RESERVATION OF RIGHTS.** All rights not expressly granted to Customer herein are reserved by Cardinal.

13. **EXPORT PROHIBITED.** Customer may not export or re-export the Software Product, any part thereof, or any process or service that is the direct product of the Software Product (collectively the "Restricted Components") (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which may include, but are not necessarily limited to, Cuba, Iran, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any person or entity who Customer knows or has reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any agency of the U.S. government. Customer warrants and represents that neither the BXA nor any other agency of the U.S. government has suspended, revoked or denied its export privileges. Customer agrees to indemnify and hold Cardinal harmless from any loss, damages, liability or expenses incurred by Cardinal as a result of Customer's failure to comply with any export regulations or restrictions.

14. **LIMITED WARRANTY.** Cardinal warrants that, after installation of the Software Product, the

Software Product will perform substantially in accordance with Cardinal's online manuals and documentation for a period of one year from the date of acceptance by Customer (excluding updates, upgrades, patches, modifications, and/or supplements to the original Software Product, which are not covered by this Limited Warranty). This Limited Warranty is void if failure of the Software Product has resulted from operator error, defective hardware, electrical surges, failure of electrical power, accident, abuse, misapplication, or any other reason not due to defects in materials and workmanship. **THIS WARRANTY SHALL NOT BE EFFECTIVE UNTIL CUSTOMER HAS ACCEPTED THIS LICENSE, AS SET FORTH HEREIN, AND FULFILLED ITS OBLIGATIONS PURSUANT TO SECTION 7 OF THIS LICENSE TO FULLY INFORM CARDINAL OF CUSTOMER'S SYSTEM CONFIGURATION AND COMPONENTS AND TO PROMPTLY ADVISE CARDINAL OF ANY CHANGES THERETO.**

15. **CUSTOMER REMEDIES.** With respect to the Software Product, Cardinal and its suppliers' entire liability, and Customer's exclusive remedy, shall be, at Cardinal's option, either (a) return of the price paid, if any; or (b) repair or replacement of the Software Product that does not meet Cardinal's Limited Warranty and which is returned to Cardinal. Any replacement of Software Product will be warranted for the remainder of the original warranty period, or thirty (30) days, whichever is longer.

16. **CUSTOMER INDEMNITY.** Customer shall indemnify and hold Cardinal harmless from and against any costs, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of third party claims related to Customer's use of the Software Product, to the extent permitted under the laws and constitution of the State of Texas.

17. **INJUNCTIVE RELIEF.** Customer acknowledges that the unauthorized use of the Software Product would cause substantial harm to Cardinal that could not be remedied by the payment of damages alone. As such, in the event of a default by Customer hereunder, Cardinal shall be entitled to seek preliminary and permanent injunctive relief, as well as any other equitable relief authorized by law, without the necessary of showing actual monetary damages.

18. **NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CARDINAL AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NOTWITHSTANDING THE FOREGOING, TO THE SOLE EXTENT THAT ANY IMPLIED WARRANTY CANNOT BE VALIDLY DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTY SHALL BE LIMITED TO A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE BY CUSTOMER. NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WILL APPLY AFTER THIS PERIOD.**

19. **LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CARDINAL OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUE, OPERATIONAL INTERRUPTION, LOSS OF DATA OR OTHER INFORMATION, FAILURE OF CUSTOMER'S EQUIPMENT, NETWORK OR SOFTWARE NOT PROVIDED BY CARDINAL, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF CARDINAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CARDINAL'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LICENSE SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SOFTWARE PRODUCT OR U.S. \$5.00.**

20. **NOTICES.** Any notice required or desired to be given under this Agreement or any of its Addendums or Attachments shall be in writing and shall be deemed given when delivered either in person, upon confirmed delivery by facsimile, or on the third day following mailing by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows: (i) if to Cardinal, at 1825 Lakeway Dr., Suite 100, Lewisville, Texas 75057, or such other address as may hereafter be designated by Cardinal in writing; and (ii) if to Customer, at the address listed below, or such other address as may hereafter be designated by Customer in writing.

21. **WAIVER.** The failure of either party to enforce at any time any provision of this Agreement, including any Addendums or Attachments incorporated herein, shall not be construed as a waiver of such provision or of any subsequent default thereof.

22. **COMPLETE AGREEMENT.** The parties agree that this Agreement, along with any Addendums and Attachments incorporated herein, is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to the subject matter of this Agreement.

23. **SURVIVAL.** The provisions of this Agreement (including Addendums and Attachments hereto) that by their nature would continue beyond termination or expiration of this Agreement, such as duties with regard to confidential or copyrighted information, payment obligations for amounts due, or provisions limiting or disclaiming warranties or liability, shall survive such termination or expiration.

24. **SEVERABILITY.** Should any part or provision of this Agreement or any of its Addendums or Attachments be held unenforceable, such part or provision shall be deemed to be independent of all of the other parts and provisions of this Agreement, and all of the other parts and provisions shall remain in full force and effect.

25. **AMENDMENTS.** This Agreement, including its Addendums and Attachments, may not be modified, altered, or amended in any manner except by an agreement in writing executed by the parties hereto.

26. **GOVERNING LAW; VENUE. THIS AGREEMENT, ALONG WITH ITS ADDENDUMS AND ATTACHMENTS, IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS PRINCIPLES THAT MAY PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THIS AGREEMENT IS MADE AND PERFORMABLE IN THE CITY OF LEWISVILLE, TEXAS, AND CUSTOMER WAIVES THE RIGHT TO BE SUED HEREON ELSEWHERE. All sums of money due and payable under this Agreement shall be paid to Cardinal at 1825 Lakeway Dr., Suite 100, Lewisville, Texas 75057.**

27. **OTHER LAW. SOME STATES AND COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OF WARRANTIES OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE LIMITED WARRANTY SET FORTH HEREIN GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. TO THE EXTENT ANY SUCH STATES OR COUNTRIES DO NOT ALLOW CERTAIN WARRANTY TERMS HEREIN, OR REQUIRE WARRANTY TERMS BE INCLUDED, THEN THE APPLICABLE LAW AND REQUIRED TERMS SHALL CONTROL.**

28. **HEADINGS.** The headings of the various sections in this Agreement and in any Addendums or Attachments hereto are for convenience of reference only and shall no modify, define, expand or limit any of the terms or provisions hereof.

