CARDINAL TRACKING, INC.

Software License Agreement

IMPORTANT - READ CAREFULLY: This Software License Agreement (License) is a legal agreement between you (Customer) and Cardinal Tracking, Inc. (Cardinal) for all Cardinal software, including associated media, printed materials online or electronic documentation (Software Product). The Software Product also includes any updates and supplements to the original Software Product provided to you by Cardinal. By installing, copying, downloading, accessing or otherwise using the Software Product, you agree to be bound by the terms of this Software License Agreement. If you do not agree to be bound by the terms of this Software License, do not install or use this Software Product, but return it to Cardinal.

1. **SOFTWARE PRODUCT LICENSE.** The Software Product is licensed, not sold, and the Software Product and all copyrights pertaining thereto remain the property of Cardinal or its suppliers.

2. **GRANT OF LICENSE.** This License grants you the following rights:

a. **Applications Software.** Only one copy of the Software Product or any prior version for the same operating system may be installed on a single computer. This includes any Software Product purchased by and licensed to you as listed on Cardinal's invoice to you.

b. **Storage/Network Use.** You 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 your other computers over an internal network; however, you must acquire and dedicate a license for each separate computer on which the Software Product is installed or run from the storage device. A license for the Software Product may not be shared or used concurrently on different computers.

3. **RESERVATION OF RIGHTS.** All rights not expressly granted are reserved by Cardinal.

4. **LIMITATIONS.**

a. You may not reverse engineer, decompile or disassemble the Software Product.

b. 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 your purchase of a multi-user license allowing the use of the Software Product on a network.

c. You may not rent, lease, transfer, or lend the Software Program.

d. Your failure to renew license annually constitutes termination of this License.

Without prejudice to any other rights, Cardinal may terminate this License if you fail to comply with the terms and conditions herein. In such event, you must destroy all copies of the Software Product and its component parts.

5. **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. All Updates and Upgrades are included in the Support Services provided as part of the annual application license renewal fee. Users will be notified of the availability of updates and upgrades along with descriptions of the modifications or functions included. The Update or Upgrade will be made available for download by currently licensed customers from Cardinal's FTP site after its release for distribution. It will be your responsibility to obtain any training or data related support services relating to any Update or Upgrade. The possibility of the necessity of such support services will be defined in the announcement documentation.

6. **DUAL MEDIA SOFTWARE.** You may receive the Software Product on more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single computer. You may not use or install the other medium on another computer, nor may you loan rent, lease or otherwise transfer the other medium to another user.

7. **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. You must treat the Software Product like any other copyrighted material, except that the Software Product may be installed on a single computer, or on a network with the appropriate multi-user license, and keep the original solely for backup or archival purposes. You may not copy the electronic media or printed materials accompanying the Software Product; however, permission for such duplication may be requested from Cardinal.

8. **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)(l)(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.

9. **TRADEMARKS.** This License does not grant you any rights in connection with any trademarks or service marks of Cardinal.

10. **CUSTOMER OBLIGATIONS.** You agree to furnish Cardinal with complete and accurate information describing your hardware and software configurations, and agree to promptly inform Cardinal of any changes thereto. **Failure to furnish such information will invalidate the limited warranty provided hereafter.**

11. **SUPPORT SERVICES.** Cardinal may provide you with support services related to the Software Product (Support Services). Use of Support Services is governed by the Cardinal policies and programs described in the user manual, in online documentation and/or in other Cardinal-provided materials. Any supplemental software code provided to you as part of the Support Services

shall be part of the Software Product and subject to the terms and conditions of this License. With respect to technical information you provide to Cardinal as part of the Support Services, Cardinal may use such information for product support and development, but Cardinal will not utilize such technical information in any form that identifies you.

12. **LIMITED WARRANTY**. Cardinal warrants that after installation and acceptance of the Software Product (which acceptance shall not be unreasonably withheld by you) (a) the Software Product will perform substantially in accordance with Cardinal's online manuals for a period of one year from the date of acceptance by you, and (b) any support services provided by Cardinal shall be substantially as described in applicable online or written materials provided to you by Cardinal. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the Software Product, if any, are limited to ninety (90) days. **THIS WARRANTY SHALL NOT BE EFFECTIVE UNTIL YOU HAVE ACCEPTED THIS LICENSE BY SIGNING BELOW IN THE SPACE PROVIDED AND FULFILLED YOUR OBLIGATIONS PURSUANT TO SECTION 10 OF THIS LICENSE TO FULLY INFORM CARDINAL OF YOUR SYSTEM CONFIGURATION AND COMPONENTS AND TO PROMPTLY ADVISE CARDINAL OF ANY CHANGES THERETO.**

13. **CUSTOMER REMEDIES**. Cardinal and its suppliers' entire liability and your 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. This Limited Warranty is void if failure of the Software Product has resulted from accident, abuse or misapplication. Any replacement of Software Product will be warranted for the remainder of the original warranty period, or thirty (30) days, whichever is longer.

14. **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, with regard to any software product not owned or authored by Cardinal Tracking Inc, and the provision of or failure to provide Support Services. Cardinal warrants all Cardinal authored software for title and non-infringement.** This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

15. **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 your 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 or the provision of or failure to provide Support Services, even if Cardinal has been advised of the possibility of such damages. In any case, Cardinal's entire liability under any provision of this License shall be limited to the greater of the amount actually paid by you for the Software Product or U.S. $5.00.** Because

some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

16. **EXPORT PROHIBITED**. You may not export or re-export this Software Product, any part thereof, or any process or service that is the direct product of the Software Product (collectively the Restricted Components) to any country, person or entity subject to U.S. export restrictions. You agree not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, 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 you know or have 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. You warrant and represent that neither the BXA nor any other agency of the U.S. government has suspended, revoked or denied your export privileges.

17. **GOVERNING LAW. If you acquired the Software Product in the United States of America, this License is governed by and shall be construed in accordance with the laws of the State of Indiana.**

In the event arbitration or other legal action occurs concerning the enforcement or interpretation of this agreement, the prevailing party shall be entitled to reasonable costs and expenses of such action including reasonable attorney fees.

Customer Acceptance

License Agreement accepted this _____ day of _____, 20____.

_____
[print customer name]

By: _____

_____
[print name and title]

CARDINAL
Tracking, Inc.

CARDINAL TRACKING, INC.

TOTAL SYSTEM SUPPORT SERVICE POLICY

Cardinal provides its Clients with a Total System Support Package, consisting of a Client Support hotline service, ongoing consulting services, complete record keeping and documentation control, hardware services and software services. Although primary support service for third party hardware and software may be provided by the respective third party vendors, Cardinal provides problem determination through the Total System Support Package.

CLIENT SERVICE

Cardinal Client Support Representatives act as the account manager upon completion of installation. The Client Support Representative is available Monday through Friday from 8:00 a.m. to 5 p.m. Central Standard Time via the toll free support line. This service includes unlimited telephone software support for the term of the contract.

Phone consultations provide the Client with ability to discuss such things as (1) installation instructions, (2) hardware and software inquiries, (3) operating procedures, (4) modifications to the existing system, and (5) other concerns that may arise. All Client inquiries or requests should be focused through the Client Support Representative. The Client Support Representative is responsible for all aspects of the account and is the Client's in-house spokesperson at Cardinal.

All telephone contacts are documented to assist Cardinal personnel in tracking the issue or problem and the status is monitored until final resolution. The Cardinal Client Support group maintains a log for tracking purposes which reflects the current status of each outstanding hardware or software issue and all modification requests. These logs include problem or modification reference numbers, date reported, description, priority and scheduled release date.

Prior to the expiration date of this agreement, Cardinal will send Client a License/Support Extension Renewal for the following warranty period. Should Client allow this service agreement to expire, a reinstatement fee will be charged by Cardinal at the time of future, subsequent renewal.

HARDWARE SERVICES

Hardware support can be accessed through Cardinal's Client Support hotline. Cardinal provides all of the labor and materials necessary to maintain the hardware in accordance with the service agreement. Hardware support services are furnished via Cardinal designated Service Center. At the end of the warranty period for each piece of equipment, the Total System Support Package begins providing continued support services.

Cardinal provides a ten (10) day in-house turn around time upon receipt at a Service Center during normal business hours. Service center hours of operation are Monday through Friday, 8:00 a.m. to 5:00 p.m., (Central Time) excluding holidays. Shipping charges to the designated Service Center will be paid by the Client, and return shipment will be paid by Cardinal. Return shipment will be in the same manner in which it was received. If expedited service is required, please notify your Client Support Representative. The cost for the expedited service shall be borne by the Client.

Cardinal reserves the right to incorporate engineering changes to the hardware that will result in improved product performance and/or reliability. The installation of such changes, whether through normal service cycles or on-site visits, will be at the sole determination of Cardinal. The Cardinal Client Support Representative will notify the Client of any on-site engineering changes planned and the respective installation schedule or plan.

CARDINAL Trackline, Inc.

CARDINAL'S TOTAL SYSTEM SUPPORT SERVICE POLICY

SOFTWARE SERVICES

Cardinal reserves the right to incorporate engineering changes/enhancements to the software. These changes shall be provided to Client at no additional charge. Client agrees to install any changes in accordance with instructions provided by Cardinal. The Client Support Representative will notify the client of said engineering changes and provide the telephone support necessary to install the changes. This agreement does not cover any on-site installation which may be required by the Client.

Cardinal will repair or replace any software product deemed by Cardinal to be faulty or defective as a result of engineering or technical services provided by Cardinal. Any custom changes or modifications to software requested by Client will be at an additional charge.

EXCLUSIONS

The Total System Support Package *excludes* support of the following items:

1. Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment with all facilities prescribed by the applicable installation manual.
2. Repair of damages or increase in service time caused by the use of the Equipment for other than data processing purposes for which designed.
3. Repair of damage caused by accident or disaster which includes, but is not limited to fire, flood, submersion in water, wind, lightning, transportation subsequent to delivery, or force majeure.
4. Repair of damage or replacement of parts caused by sabotage, neglect, misuse, as a result of impact or droppage, or other harsh treatment not consistent with the Equipment's intended use.
5. Inspection of altered Equipment, repair of damage, or increase in service time caused by alterations not authorized by Cardinal, which alterations include, but are not limited to, any deviation from Cardinal's physical, mechanical or electrical Equipment design.
6. Service time and materials associated with the rearrangement or relocation of equipment.
7. Repair or replacement of case parts, broken glass or damage as a result of broken glass.
8. Repair or replacement of external cables, batteries, carrying case, or other consumables.
9. Additional custom changes or modifications to software specifications, functionality, or features as requested by Client.

Initial_____

CARDINAL
Tracking, Inc.

ADDITIONAL TERMS AND CONDITIONS

EXCUSABLE DELAY. Cardinal shall not be liable for any delay in the event Cardinal's business is interrupted because of strikes, labor disturbances, lockout, riot, fire, Act of God, natural disaster or the public enemy, or any other cause, whether like or unlike the foregoing, if beyond the reasonable ability of Cardinal to control.

INVALIDITY. The invalidity in whole or in part of any portion of this contract shall not affect the validity of any other parts hereof.

LIMITED WARRANTY. Cardinal warrants that commencing on the date hereof, (a) the product will perform substantially in accordance with Cardinal's online manuals for a period of one year from the date of acceptance by you, and (b) any support services provided by Cardinal shall be substantially as described in applicable online or written materials provided to you by Cardinal. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

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, WITH REGARD TO THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES.

CUSTOMER REMEDIES. Cardinal and its suppliers' entire liability and your exclusive remedy shall be, at Cardinal's option, either (a) return of the price paid, if any, or (b) repair or replacement of the product that does not meet Cardinal's Limited Warranty and which is returned to Cardinal. The limited warranty set forth herein is void if failure of the product has resulted from accident, abuse or misapplication. Any replacement of product will be warranted for the remainder of the original warranty period, or thirty (30) days, whichever is longer.

ALTERNATIVE DISPUTE RESOLUTION. If a dispute arises from or relates to this Agreement or the breach or alleged breach thereof, and if the dispute can not be resolved through direct discussions, Client and Cardinal agree to endeavor to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. Pending the outcome of mediation, either party may apply for the emergency appointment of an arbitrator to obtain interim relief under the Interim Relief Rules. Any unresolved controversy or claim arising from or relating to this Agreement or any breach or alleged breach thereof shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including its Emergency Interim Relief Rules), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If the parties agree, a mediator involved in the parties' mediation may be asked to serve as the arbitrator. The requirements of filing a notice of claim with respect to the dispute submitted to the mediation shall be suspended until conclusion of the mediation process. If the amount in controversy exceeds One Hundred Thousand Dollars ($100,000.00 U.S.), the arbitration proceedings shall be conducted before a panel of three neutral arbitrators, consisting of at least one attorney or judge and two persons having expertise within the United States software industry. The arbitrator(s) shall not have the authority to award consequential or punitive damages, but may award injunctive relief, reasonable attorney fees and arbitration costs, in lieu of or in addition to any other relief granted. Arbitration shall be conducted within the West Lafayette/Lafayette area. The arbitrator(s) shall provide a reasoned opinion on request of either party, and a transcript of the proceedings, including sworn testimony, shall be kept.

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 YOUR 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 OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF CARDINAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, CARDINAL'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE

SERVICES PROVIDED HEREUNDER OR U.S. $5.00. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

EXPORT PROHIBITED. You may not export or re-export this Software Product, any part thereof, or any process or service that is the direct product of the Software Product (collectively the "Restricted Components") to any country, person or entity subject to U.S. export restrictions. You agree not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, 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 you know or have 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. You warrant and represent that neither the BXA nor any other agency of the U.S. government has suspended, revoked or denied your export privileges.

NO WAIVER. No waiver of any default shall constitute a waiver of any subsequent default.

BINDING EFFECT, NO ASSIGNMENT. This Agreement is binding upon and inures to the benefit of the successors and assigns of the parties hereto; provided, however, no assignment shall relieve Client of the obligations undertaken by Client herein. Client shall not assign this Agreement without written consent from Cardinal.

FINAL AGREEMENT. This Agreement supersedes all prior written or oral understandings, agreements and representations concerning the subject matter hereof.

AMENDMENT, WAIVER. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by a written instrument signed by all the parties hereto.

HEADINGS. The headings of the various sections in this Agreement are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

GOVERNING LAW, VENUE. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF INDIANA AND OF THE UNITED STATES OF AMERICA. THIS AGREEMENT IS MADE AND IS PERFORMABLE IN THE CITY OF WEST LAFAYETTE, TIPPECANOE COUNTY, INDIANA, AND CUSTOMER WAIVES THE RIGHT TO BE SUED HEREON ELSEWHERE. ALL SUMS OF MONEY DUE AND PAYABLE UNDER THIS AGREEMENT SHALL BE PAID TO SELLER AT 1825 LAKEWAY DR. SUITE 100 LEWISVILLE TEXAS 75057.

IN THE EVENT ARBITRATION OR OTHER LEGAL ACTION OCCURS CONCERNING THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE COSTS AND EXPENSES OF SUCH ACTION INCLUDING REASONABLE ATTORNEY FEES.

Organization Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

If this is a service and support renewal, please sign and return this document to Cardinal Tracking along with your payment.

Initial_____