

END USER LICENSE AGREEMENT

The copyright and other intellectual property rights in Crimson Software and its associated documentation and printed materials are owned by Red Lion Controls Inc. and/or its licensors. Please read the terms of this End User License Agreement ("License") when accessing the software. By checking the "Accept" box on this screen, you are agreeing to be bound by the terms of this License.

1. General

The software, documentation and any fonts accompanying this License whether on disk, in read only memory, on any other media or in any other form (collectively the "Software") are licensed, not sold, to you by Red Lion Controls Inc. (hereinafter "Red Lion") for use only under the terms of this License, and Red Lion reserves all rights not expressly granted to you. The rights granted herein are limited to Red Lion's and/or its licensors' intellectual property rights in the Software and do not include any other patents or intellectual property rights.

2. Grant of License.

In consideration of your agreement to the terms of this License and payment for the product accompanying the Software, Red Lion grants you a non-exclusive, non-transferable royalty free right to use the Software only in conjunction with the product supplied with or designed for use with the Software by Red Lion. Further, no license is granted to Licensee in the human readable code of the Software (source code). Except as specifically provided for below, this Agreement does not grant you any rights to any patents, copyrights, trade secrets, trademarks or any other rights in the Software.

3. Permitted License Uses and Restrictions.

You agree that you have no right, power or authority to make any modifications to or unauthorized copies of the Software. This License allows you to install and use the Software on a single computer or on multiple computers compatible with the Software and allows the Software to be accessed and used remotely across a network. You may make copies of the Software in machine-readable form provided that these copies must include all copyright or other proprietary notices contained on the original and the copy will remain under your control. You may not distribute the Software. Except as and only to the extent expressly permitted in this License, you may not decompile, reverse engineer, disassemble, modify, adapt, merge, translate, or create derivative works of the Software or any part thereof. The Software cannot be separated into its component parts. You agree not to assist any third party in performing any such prohibited acts. Prior to use of the Software by your employees or agents, you will ensure that all parties are notified of the terms of this License. IT IS A CONDITION OF THIS LICENSE THAT THE SOFTWARE IS NOT USED IN THE OPERATION OF MACHINES, DEVICES, APPLIANCES, SYSTEMS OR OTHER EQUIPMENT IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL PROPERTY OR ENVIRONMENTAL DAMAGE. IT IS YOUR RESPONSIBILITY TO ASCERTAIN THE SUITABILITY OF THE SOFTWARE.

4. Transfer.

You may not rent, lease or sublicense the Software. You may not use the Software for time sharing or service bureau purposes or otherwise for the benefit of a third party or in any unauthorized manner. You may, however, make a one-time permanent transfer of all of your License rights in the Software to another party, provided that: (a) the transfer must Include all of the Software, including all its component parts, original media, printed materials and upgrades and this License; (b) you do not retain any copies of the Software, full or partial, including copies stored on a computer or other storage device; (c) you are not in breach of any term under the License; (d) the party receiving the Software reads and agrees in writing to accept the terms and conditions of this License and (d) you notify Red Lion in writing of such transfer..

5. Not for Resale Copies.

Notwithstanding other clauses of this License, Software labeled or otherwise provided to you on a promotional basis may only be used for demonstration, testing and evaluation purposes and may not be resold, leased, rented, sublicensed, commercially distributed or otherwise transferred.

6. Title.

You agree that Red Lion owns and holds title to the Software and all subsequent copies thereof regardless of the form or media. Furthermore, title, ownership right, and all intellectual property rights in the Software shall remain with Red Lion. The Software is protected by copyright and other intellectual property laws and by international treaties.

7. Indemnity.

You shall indemnify, defend and hold harmless Red Lion and its respective subsidiaries and affiliates and each of their respective officers, directors, shareholders, members, and employees, agents and representatives against any and all actions, suits, proceedings, liabilities, damages, losses, costs, and expenses (including reasonable attorneys fees and settlement costs) arising from or relating to or resulting from your use of the Software or your breach of any representation, warranty or obligation under this Agreement.

8. Termination.

Without prejudice to any other rights, Red Lion may terminate this Agreement if you fail to comply with the terms and conditions of the Agreement. This Agreement may also be terminated by Red Lion if you are subject to any insolvency proceedings, cease trading, make any arrangements with creditors or generally become unable to pay your debts. In such event, you must destroy all copies of the Software. If requested by Red Lion, you will confirm compliance with this clause by way of a letter signed by your Managing Director or equivalent. Termination pursuant to this clause shall not affect any rights or remedies which Red Lion may otherwise have.

9. Waiver.

Failure or delay by Red Lion to enforce at any time any of the provisions under this License shall not be construed or deemed to be a waiver of Red Lion's rights under this License.

10. Disclaimer of Warranties.

SOFTWARE IS PROVIDED AS IS, WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. SOFTWARE IS NOT FAULT TOLERANT.

RED LION EXPRESSLY DISCLAIMS ALL WARRANTIES, TERMS AND CONDITIONS WITH RESPECT TO THE SOFTWARE IMPLIED BY STATUTE, CUSTOM OR COMMON LAW INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF SATISFACTORY QUALITY AND FITNESS AND FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATE USE OF THE SOFTWARE AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

RED LION DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RED LION OR AN AUTHORIZED REPRESENTATIVE THEREOF SHALL CREATE ANY WARRANTY.

11. Limitation of Liability.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY SHALL RED LION OR ITS SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS OR REVENUE, COST OF CAPITAL. LOSS OF USE OR ANY EQUIPMENT, BUSINESS INTERRUPTIONS, WORK STOPPAGE. COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE SOFTWARE OR PROGRAMS (WHETHER OR NOT DUE TO ANY DEFECTS THEREIN). IN NO EVENT WILL RED LION BE LIABLE FOR ANY DAMAGES EVEN IF RED LION SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORSEEABLE, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM RED LION'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. IN NO EVENT SHALL RED LION'S TOTAL AGGREGATE LIABILITY EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE PRODUCT TO WHICH THE SOFTWARE RELATES TO IN THE RELEVANT PURCHASE ORDER

12. Export Law Assurances.

You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into or to a national or resident of any United States embargoed countries or (b) to anyone otherwise listed by the United States government as a person to whom transfer must not be made. By using the Software, you represent and warrant that you (which includes a body corporate) are not located in, under the control of, or a national or resident of any such country or on any such list.

13. US Government End Users.

In the event that you are a US Government end user, the Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to US Government end users (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. Unpublished rights are reserved under the copyright laws of the United States.

14. Governing Law and Severability.

All matters arising out of or in connection with this License will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regards to its conflict of law provisions. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If for any reason any provision or portion thereof, is found or held to be invalid, illegal or unenforceable, the remainder of this License shall continue in full force and effect and shall not be impacted.

15. Entire Agreement and Governing Language.

This License constitutes the entire agreement between the parties with respect to the use and/or operation of the Software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. In the event of a conflict between a term of this License and the term of any other agreement with respect to the use and/or operation of the Software licensed hereunder, the term, in this License shall prevail. No amendment to or modification of this License will be binding unless in writing and signed by authorized representative of Red Lion. Any translation of this License is done for local requirements and in the event of a conflict between the English and any non-English versions, the English version of this License shall govern.

16. Acknowledgement.

By downloading, installing or using any part of this Software, you indicate that you have read this Agreement, understand it, and agree to be bound by its terms and conditions.

17. Force Majeure

Red Lion shall not be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, or acts of God, in which event Licensor shall be excused from its obligations for the period of the delay and for a reasonable time thereafter.

18. Miscellaneous

All rights not expressly granted herein are reserved for Red Lion.

To the extent Software includes any software licensed by Red Lion from a third party, such third party is the intended beneficiary of this Agreement.

If you threaten to breach or breach this Agreement or any portion thereof, such action shall be deemed to cause Red Lion irreparable harm. As a result of such action, Red Lion shall be entitled to injunctive relief without posting of any bond.