

SOFTWARE LICENSE AGREEMENT

READ CAREFULLY

INSTALLATION OF THE PRODUCT MEANS YOU AGREE WITH THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT. DO NOT INSTALL THE PRODUCT IF YOU DO NOT AGREE WITH THE TERMS SET OUT BELOW.

ADVANCED TRACKING TECHNOLOGIES, INC. SOFTWARE LICENSE AGREEMENT

1. LICENSE

Upon Customer's agreement to the terms of this Software License Agreement, Advanced Tracking Technologies, Inc. hereby grants to Customer, and Customer accepts, a nonexclusive, nontransferable, non-sublicensable, and revocable license to use ATTI's Shadow Tracker® Live Software (the "Software") in accordance with the terms and conditions of this Software License Agreement (the "License").

2. USE

Customer shall: (1) comply with all applicable laws, rules, regulations, and orders, and (2) use the Software in compliance with applicable operating instructions provided by ATTI.

3. RESTRICTIONS

Customer shall not: (1) assign, sublicense, transfer, pledge, hypothecate, or otherwise dispose of the Software or any interest therein; or (2) sublet or let the Software or permit it to be used by any person other than Customer or Customer's authorized employees who have agreed to be bound by the terms of this License.

THE SOFTWARE MAY ONLY BE USED ON A SINGLE COMPUTER OR PDA.

Neither concurrent use on two or more computers nor use in a local area network or other network is permitted. Customer shall use its best efforts to ensure that the Software is not copied by Customer employees or any third party. Customer shall not electronically transmit software from one computer to another over a network or other medium. **THE SOFTWARE IS PROTECTED TO PREVENT COPYING, MODIFICATION, DISASSEMBLY, DECOMPILATION, REVERSE ASSEMBLY, REVERSE ENGINEERING, REVERSE COMPILATION OR TRANSLATION OF THE SOFTWARE.** Customer shall not copy, modify, disassemble, decompile, reverse assemble, reverse compile, or otherwise translate the Software in whole or in part, nor

allow any other person to do so. Customer is not developing, and will not develop or cause the development of, a similar or competing product for commercial or internal use based upon any information or data contained in the Software. Customer shall not modify, network, distribute, or create derivative works based upon the Software in whole or in part, nor allow any other person to do so. Customer shall not copy or publish any materials accompanying the Software (written or otherwise), nor allow any other person to do so.

Customer may not use any electronic map, image, whether jpeg, gif, bit-mapped, roster images or others (“Map Images”) or text directions derived from any actual speed limit data or toll way identification data other than through ATTI’s web site and web service.

Collectively, Map Images and text directions derived from speed limit or toll way identification are referred to as “Results.”

No title to or any ownership interest in any item contained in the Results shall pass to Customer or to any other person.

Customer shall not derive or attempt to derive the structure of any item contained in the Results.

Customer shall not duplicate, copy, reproduce, or publish any of the Results.

4. LIMITED WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.

EXCEPT AS SET FORTH IN THIS SOFTWARE LICENSE AGREEMENT, NEITHER ATTI NOR ANY THIRD-PARTY LICENSOR OF ATTI MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE SOFTWARE, THE DESIGN OR CONDITION OF THE SOFTWARE, THE RESULTS OR ANY OTHER OUTPUT BASED ON THE USE OF THE SOFTWARE, OR ANY SERVICES PROVIDED UNDER THIS SOFTWARE LICENSE AGREEMENT. ATTI AND EACH OF ITS THIRD-PARTY LICENSORS SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE SOFTWARE IN FACT OR BY OPERATION OF LAW OR OTHERWISE, CONTAINED IN OR DERIVED FROM THIS SOFTWARE LICENSE AGREEMENT, ANY OTHER DOCUMENTS REFERENCED HEREIN, OR ANY OTHER MATERIALS, PRESENTATIONS OR OTHER DOCUMENTS OR COMMUNICATIONS, IS LICENSED “AS IS” AND “WITH FAULT BASIS.”

NEITHER ATTI NOR ANY OF ITS THIRD-PARTY LICENSORS WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, AVAILABLE, ERROR-FREE, OR PROVIDED WITHOUT DELAY, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.

NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY ATTI OR ANY OF ITS THIRD-PARTY LICENSORS (OR ANY OF THEIR RESPECTIVE AGENTS OR EMPLOYEES) SHALL CREATE ANY WARRANTY. CUSTOMER IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THE ENTIRE RISK AS TO THE PERFORMANCE OF THE SOFTWARE AND THE ACCURACY OF ANY INFORMATION OR DATA DERIVED THEREFROM, INCLUDING THE RESULTS, IS ASSUMED BY CUSTOMER.

NEITHER ATTI NOR ANY OF ITS THIRD-PARTY LICENSORS WARRANT THE INTEGRITY OR ACCURACY OF ANY DATA ENTERED INTO THE SOFTWARE. CUSTOMER ASSUMES ALL RISKS OF DATA CORRUPTION DUE TO FAILURE OF THE SOFTWARE OR ANY PART THEREOF.

NEITHER ATTI NOR ANY OF ITS THIRD-PARTY LICENSORS MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE MAY NOT APPLY TO YOU.

ATTI AND EACH OF ITS THIRD-PARTY LICENSORS DISCLAIM ANY WARRANTY THAT THE SOFTWARE, OR THE INSTALLATION, USE, OR ANY OTHER ACT REGARDING THE SOFTWARE, WILL NOT INFRINGE ANY THIRD PARTY'S PATENT, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT.

THE SOLE RESPONSIBILITY FOR COMPLIANCE WITH COMMERCIAL AND INDUSTRY STANDARDS, AS WELL AS FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS REGARDING THE USE AND MAINTENANCE OF THIS SOFTWARE LIES WITH CUSTOMER. IN NO EVENT SHALL ATTI, ANY OF ITS THIRD-PARTY LICENSORS, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER FOR ANY CLAIM RESULTING FROM CUSTOMER'S FAILURE

TO COMPLY WITH APPLICABLE INDUSTRY STANDARDS, OR ANY FEDERAL, STATE, OR LOCAL LAWS OR REGULATIONS REGARDING THE USE AND MAINTENANCE OF THIS SOFTWARE. UNDER NO CIRCUMSTANCES, SHALL ATTI, ANY OF ITS THIRD-PARTY LICENSORS, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, AGGRAVATED, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, COST OF CAPITAL, DAMAGE TO GOODWILL, AND THE LIKE) ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE SOFTWARE, ANY OF THE COMPONENTS THEREOF, OR RELATED DOCUMENTATION, HOWEVER CAUSED, WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT, BREACH OF TRUST OR FIDUCIARY DUTY, OR OTHERWISE, EVEN IF ATTI, ANY OF ITS THIRD-PARTY LICENSORS, OR ANY OF THEIR RESPECTIVE REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL ATTI'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) EXCEED \$500.00. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

NEITHER ATTI NOR ANY OF ITS THIRD-PARTY LICENSORS WILL BE LIABLE FOR ANY VIOLATION COMMITTEED BY CUSTOMER CONCERNING THE LAWS, RULES, REGULATIONS, AND ORDERS APPLICABLE TO THIS SOFTWARE LICENSE AGREEMENT, THE SOFTWARE, AND THE INDUSTRY.

NEITHER ATTI NOR ANY OF ITS THIRD-PARTY LICENSORS SHALL HAVE ANY LIABILITY FOR ANY VIOLATION OF PRIVACY, DATA PROTECTION, OR OTHER LAWS OF ANY JURISDICTION, ARISING OUT OF ATTI'S OR ANY OF ITS THIRD-PARTY LICENSORS' RESPONSE TO A LAWFUL DEMAND BY LAW EFORCEMENT, NATIONAL SECURITY AGENCIES OR THE COURTS FOR ACCESS TO ANY DATA, INCLUDING PERSONAL DATA AND SENSITIVE PERSONAL DATA, THAT MAY BE IN THE POSSESSION OF ATTI OR ANY OF ITS THIRD-PARTY LICENSORS AS A RESULT OF CUSTOMERS USE OF THE LICENSE GRANTED HEREUNDER.

5. TERM AND TERMINATION.

All obligations of Customer shall survive the expiration or termination of this Software License Agreement to the extent required for their full observance and performance. Within twenty-four (24) hours of termination of this Software License Agreement, Customer shall delete and uninstall the Software and, if applicable, return to ATTI or destroy any tangible originals or copies of the Software at Customer's expense. ATTI, within its discretion and by written notice to Customer, shall at any time have the option to terminate this Software License Agreement and take immediate possession of the Software.

6. CUSTOMER DEFAULT AND ATTI'S REMEDIES.

Each of the following events shall constitute a "Customer Default" under this Software License Agreement: (a) Customer fails to perform or observe any requirement, obligation, or any representation in this Software License Agreement; or (b) Customer shall, or shall attempt, voluntarily or involuntarily, to abandon, remove, sell, transfer, sublicense, encumber, hypothecate, or sublet the Software of any component thereof.

No remedy of ATTI is exclusive, but each shall be in addition to any other remedy available to ATTI at law or in equity. Upon Customer Default and at any time thereafter, ATTI may, in its sole discretion, take any one or more of the following actions: (a) demand the deletion, uninstalling, and/or the return of the Software or any component thereof; (b) retain fees or other amounts prepaid by Customer, not as a penalty, but as liquidated damages; and/or (c) exercise any other right or remedy available to ATTI under applicable law or proceed by court action to enforce the terms of this Software License Agreement or to recover damages and/or expenses resulting from the breach of this Software License Agreement.

Notwithstanding anything to the contrary contained herein, the License granted hereunder and all use of the Software shall terminate upon any termination or expiration of this Software License Agreement.

Customer shall be liable and shall pay to ATTI all attorney fees and other costs incurred by ATTI in exercising any of ATTI's remedies, including any repairs or replacements of any Software component.

7. CUSTOMER ACKNOWLEDGEMENTS.

Customer acknowledges and agrees that the Software and the Results are protected under United States and other laws and treaties (including, but not limited to, patent, trademark, copyright, and trade secret laws). Customer acknowledges and agrees that all right, title, and interest in and to the Software and the Results, including associated intellectual property rights, are and shall remain with ATTI and/or one or more of ATTI's third-party

licensors, subject to the limited rights of use granted under the terms of this Software License Agreement.

If Customer is an agency, department, or other entity of any State government, the United States Government, or any other public entity, then Customer hereby agrees to protect the Results from public disclosure and to consider the Results exempt from any statute, law, regulation, or code including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent law, rule or regulation which permits access to and/or reproduction or use of the Results. In the event such exemption is challenged under any such laws, rules or regulations, this Software License Agreement shall be considered breached and any and all right to retain or use any copies of the Results shall be terminated and considered immediately null and void. In such event, any copies of the Results held by Customer shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole or in part, for any reason, this Software License Agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Results shall be destroyed.

If Customer is an agency, department, or other entity or subdivision of the United States Government or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure, or transfer of this Software or the Results and accompanying document, is restricted in accordance with PAR 12.212 and DFARS 227.7202, and by license agreement. For purposes of any public disclosure provision under any federal, state, or local law or regulation, it is agreed that the Software and the Results are a secret and a proprietary commercial product and not subject to disclosure.

8. ASSIGNMENT BY ATTI.

ATTI may sell, assign, or grant a security interest or participation in this Software License Agreement and the Software in whole or in part without notice to Customer; and ATTI's assignee or secured party may then assign such interest without notice to Customer. Customer agrees that any such assignment shall not materially change Customer's duties or obligations under this Software License Agreement.

9. MISCELLANEOUS.

If Customer receives a claim that any item of Software, when used in accordance with ATTI's instructions, infringes a United States patent, copyright, or other intellectual property interest, Customer shall promptly notify ATTI immediately in writing and give ATTI all necessary information and assistance and the exclusive authority to evaluate, defend, and settle such claim. Any notice to ATTI shall be deemed sufficiently given only when provided in writing by certified or registered mail to P. O. Box 168, Sugar Land,

Texas 77487. No indemnity is granted by this Software License Agreement regarding infringement of any intellectual property right of any third party.

No express or implied waiver by ATTI of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of ATTI's rights, and no delay by ATTI in enforcing any right or requirement shall be a waiver of such right or requirement. A failure by ATTI to enforce any right under this Software License Agreement shall not at any time constitute a waiver of such right or any other right, and shall not modify the rights or obligations of ATTI under this Software License Agreement. A failure by Customer to notify ATTI in writing of any default hereunder or any nonconformity with industry standards within thirty (30) days of its occurrence shall constitute a waiver thereof by Customer.

The division of this Software License Agreement into Sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Software License Agreement. The terms "this Software License Agreement," "this Agreement," "hereto," "hereunder," and similar expressions refer to this Software License Agreement and not to any particular Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or contents is inconsistent therewith, references herein to Sections are to Sections of this Software License Agreement. In this Software License Agreement, the singular number shall include the plural and vice versa; the masculine gender shall include the feminine and neutral genders and vice versa; and references to persons shall include individuals, partnerships, associations, trusts, unincorporated organizations, corporations, and governmental entities.

The provisions in this Software License Agreement shall be severable, and if one or more provisions should be declared invalid, the remaining provisions shall remain in full force and effect and should the parties agree to enter into such other agreement as will validly afford, the protections intended by the provisions of this Software License Agreement.

Customer shall comply with all applicable export laws and regulations of the United States.

This Software License Agreement shall be governed by and construed under the laws of the State of Texas, without regard to its conflicts of laws provisions. Any dispute arising under this Software License Agreement shall be resolved in the Texas state courts within the county of Fort Bend, and Customer expressly consents to jurisdiction there; ATTI shall have the sole option of bringing suit or transferring suit to the United States District Court for the Southern District of Texas, Houston Division, and Customer consents to jurisdiction there.

This Software License Agreement shall obligate and benefit the parties, and their permitted receivers, trustees, assignors, and other representatives.

THE SOFTWARE INCLUDES INFORMATION AND DATA AS WELL AS SOFTWARE AND DATA (INCLUDING MAPPING DATA) LICENSED BY THIRD PARTIES TO ATTI. THIS SOFTWARE LICENSE AGREEMENT MAY BE ENFORCED BY ATTI OR THIRD PARTIES THAT HAVE PROVIDED INFORMATION, MAPPING DATA OR SUPPORTING SOFTWARE PURSUANT TO LICENSES THAT PROVIDE FOR SUBSTANTIALLY THE SAME PROTECTION, RIGHTS AND PROVISIONS SET OUT ABOVE. A LIST OF THOSE THIRD PARTIES IS INCLUDED IN THE SOFTWARE INSTALLATION PROGRAM. SUCH THIRD PARTIES ARE THIRD PARTY BENEFICIARIES TO THIS SOFTWARE LICENSE AGREEMENT.

THIS SOFTWARE LICENSE AGREEMENT, TOGETHER WITH THE PRIVACY POLICY, MAP DATA LICENSE AGREEMENT, AND TERMS AND CONDITIONS OF TECH SUPPORT, REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE SOFTWARE BETWEEN CUSTOMER AND ATTI, AND IT SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING BETWEEN THE PARTIES, WHETHER WRITTEN OR ORAL. NO AMENDMENT OR MODIFICATION OF THIS SOFTWARE LICENSE AGREEMENT SHALL BE EFFECTIVE UNLESS MADE IN WRITING AND SIGNED BY THE PRESIDENT OR VICE-PRESIDENT OF ATTI.