

NOTICE TO ALL USERS: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT ("AGREEMENT"), FOR THE LICENSE OF SPECIFIED SOFTWARE ("SOFTWARE") PRODUCED BY INTELLIGENT DEVICES, INC.. ("INTELLIGENT DEVICES, INC."). BY CLICKING THE ACCEPT BUTTON OR INSTALLING THE SOFTWARE, YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) CONSENT TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT INSTALL THE SOFTWARE. (IF APPLICABLE, YOU MAY RETURN THE PRODUCT TO THE PLACE OF PURCHASE FOR A FULL REFUND).

1. License Grant. Subject to the payment of the applicable license fees, and subject to the terms and conditions of this Agreement, INTELLIGENT DEVICES, INC. hereby grants to you a non-exclusive, non-transferable right to use any number of the specified version of the Software and the accompanying documentation (the "Documentation") within one Facility. You may install any number of the Software on one or more computers, workstations, personal digital assistants, pagers, "smart phones" or other electronic devices for which the Software was designed (each, a "Client Device"). If the Software is licensed as a suite or bundled with more than one specified Software product, this license applies to all such specified Software products, subject to any restrictions or usage terms specified on the applicable price list or product packaging that apply to any of such Software products individually. A Client Facility ("Facility") is one geographic location, within one ZIP code or equivalent, and includes portable computing devices under the control of Employees normally operating out of the Facility.
 - a. Use. The Software is licensed as a single Facility product; it may be used on more than one Client Device or by more than one user at a time, except as set forth in this Section 1. The Software is "in use" on a computer when it is loaded into the temporary memory (i.e., random-access memory or RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that Client Device. This license authorizes you to make one copy of the Software solely for backup or archival purposes, provided that the copy you make contains all of the Software's proprietary notices
 - b. Server-Mode Use. To the extent such use is specified in the applicable product invoicing or packaging for the Software, you may use the Software on a Client Device or on or as a server ("Server") within a multi-user or networked environment ("Server-Mode") for either (i) connecting, directly or indirectly, to not more than the maximum number of specified Client Devices, or (ii) deploying not more than the maximum number of agents (pollers) specified for deployment. If no such maximum number is specified, this is a single product use license subject to subsection (a) above. A separate license is required for each Client Device or "seat" that may connect to the Server at any time, regardless of whether such licensed Client Devices or seats are concurrently connected to or actually accessing or using the Software. Use of software or hardware that reduces the number of Client Devices or seats directly accessing or utilizing the Software (e.g., "multiplexing" or "pooling" software or hardware) does not reduce the number of licenses required (i.e., the required number of licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end"). If the number of Client Devices or seats that can connect to the Software can exceed the number of licenses you have obtained, then you must have a reasonable mechanism in place to ensure that your use of the Software does not exceed the use limits specified for the license you have obtained. This license authorizes you to make or download one copy of the Documentation for each Client Device or seat that is licensed, provided that each such copy contains all of the Documentation's proprietary notices.

- c. **Volume Use.** If the Software is licensed with volume license terms specified in the applicable product invoicing or packaging for the Software, you may make, use and install as many additional copies of the Software on the number of Client Devices as the volume license terms specify. You must have a reasonable mechanism in place to ensure that the number of Client Devices on which the Software has been installed does not exceed the number of licenses you have obtained. This license authorizes you to make or download one copy of the Documentation for each additional copy authorized by the volume license, provided that each such copy contains all of the Documentation's proprietary notices.
2. **Term.** This Agreement is effective for two (2) years unless you or INTELLIGENT DEVICES, INC. terminates the Agreement earlier, in accordance with the terms set forth herein. This Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. When this agreement terminates, you must destroy all copies of the Software and the Documentation. You may terminate this Agreement at any point by destroying all copies of the Software and the Documentation.
3. **Updates.** During the term of this Agreement, you may be sent or you may download revisions, upgrades, or updates to the Software when and as INTELLIGENT DEVICES, INC. publishes them via its electronic bulletin board system, website or through other online services.
4. **Ownership Rights.** The Software is protected by United States of America copyright laws and international treaty provisions. INTELLIGENT DEVICES, INC. and its suppliers own and retain all right, title and interest in and to the Software, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein. You acknowledge that your possession, installation, or use of the Software does not transfer to you any title to the intellectual property in the Software, and that you will not acquire any rights to the Software except as expressly set forth in this Agreement. You agree that any copies of the Software and Documentation will contain the same proprietary notices which appear on and in the Software and Documentation.
5. **Restrictions.** You may not rent, lease, loan or resell the Software. You may not permit third parties to benefit from the use or functionality of the Software via a timesharing, service bureau or other arrangement, except to the extent such use is specified in the applicable price list, purchase order, or product packaging for the Software. You may not transfer any of the rights granted to you under this Agreement. You may not reverse engineer, decompile, or disassemble the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law. You may not modify, or create derivative works based upon, the Software in whole or in part. You may not copy the Software or Documentation except as expressly permitted in Section 1 above. You may not remove any proprietary notices or labels on the Software. You may not distribute or include in your software, any portion, module or ActiveX control of this software in any form whatsoever. All rights not expressly set forth hereunder are reserved by INTELLIGENT DEVICES, INC.

INTELLIGENT DEVICES, INC. reserves the right to periodically conduct audits upon advance written notice to verify compliance with the terms of this Agreement.

6. **Warranty and Disclaimer**
 - a. **Limited Warranty.** INTELLIGENT DEVICES, INC. warrants that for sixty (60) days from the date of original purchase the media (for example diskettes) on which the Software is contained will be free from defects in materials and workmanship.

- b. Customer Remedies. INTELLIGENT DEVICES, INC. and its supplier's entire liability and your exclusive remedy shall be, at INTELLIGENT DEVICES, INC.'s option, either (i) return of the purchase price paid for the license, if any, or (ii) replacement of the defective media in which the Software is contained with a copy on nondefective media. You must return the defective media to INTELLIGENT DEVICES, INC. at your expense with a copy of your receipt. This limited warranty is void if the defect has resulted from accident, abuse, or misapplication. Any replacement media will be warranted for the remainder of the original warranty period. Outside the United States, this remedy is not available to the extent INTELLIGENT DEVICES, INC. is subject to restrictions under United States export control laws and regulations.
 - c. Warranty Disclaimer. To the maximum extent permitted by applicable law, and except for the limited warranty set forth herein, THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING PROVISIONS, YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. WITHOUT LIMITING THE FOREGOING PROVISIONS, INTELLIGENT DEVICES, INC. MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTELLIGENT DEVICES, INC. DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING DOCUMENTATION. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.
7. Limitation of Liability. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL INTELLIGENT DEVICES, INC. OR ITS SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES. IN NO EVENT WILL INTELLIGENT DEVICES, INC. BE LIABLE FOR ANY DAMAGES IN EXCESS OF (5) DOLLARS, EVEN IF INTELLIGENT DEVICES, INC. SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.
8. United States Government. The Software and accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying Documentation by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

9. Export Controls. Neither the Software nor the Documentation and underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korean, Sudan, Syria or any other country to which the United States has embargoed goods; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nations or the United States Commerce Department's Table of Denial Orders. By downloading or using the Software you are agreeing to the foregoing and you are certifying that you are not located in, under the control of, or a national or resident of any such country or on any such list.

IN ADDITION, YOU SHOULD BE AWARE OF THE FOLLOWING. EXPORT OF THE SOFTWARE MAY BE SUBJECT TO COMPLIANCE WITH THE RULES AND REGULATIONS PROMULGATED FROM TIME TO TIME BY THE BUREAU OF EXPORT ADMINISTRATION, UNITED STATES DEPARTMENT OF COMMERCE, WHICH RESTRICT THE EXPORT AND RE-EXPORT OF CERTAIN PRODUCTS AND TECHNICAL DATA. IF THE EXPORT OF THE SOFTWARE IS CONTROLLED UNDER SUCH RULES AND REGULATIONS, THEN THE SOFTWARE SHALL NOT BE EXPORTED OR RE-EXPORTED, DIRECTLY OR INDIRECTLY, (A) WITHOUT ALL EXPORT OR RE-EXPORT LICENSES AND UNITED STATES OR OTHER GOVERNMENTAL APPROVALS REQUIRED BY ANY APPLICABLE LAWS, OR (B) IN VIOLATION OF ANY APPLICABLE PROHIBITION AGAINST THE EXPORT OR RE-EXPORT OF ANY PART OF THE SOFTWARE. SOME COUNTRIES HAVE RESTRICTIONS ON THE USE OF ENCRYPTION WITHIN THEIR BORDERS, OR THE IMPORT OR EXPORT OF ENCRYPTION EVEN IF FOR ONLY TEMPORARY PERSONAL OR BUSINESS USE. YOU ACKNOWLEDGE THAT THE IMPLEMENTATION AND ENFORCEMENT OF THESE LAWS IS NOT ALWAYS CONSISTENT AS TO SPECIFIC COUNTRIES. ALTHOUGH THE FOLLOWING COUNTRIES ARE NOT AN EXHAUSTIVE LIST THERE MAY EXIST RESTRICTIONS ON THE EXPORTATION TO, OR IMPORTATION OF, ENCRYPTION BY: BELGIUM, CHINA (INCLUDING HONG KONG), FRANCE, INDIA, INDONESIA, ISRAEL, RUSSIA, SAUDI ARABIA, SINGAPORE, AND SOUTH KOREA. YOU ACKNOWLEDGE IT IS YOUR ULTIMATE RESPONSIBILITY TO COMPLY WITH ALL ANY AND ALL GOVERNMENT EXPORT AND OTHER APPLICABLE LAWS AND THAT INTELLIGENT DEVICES, INC. HAS NO FURTHER RESPONSIBILITY AFTER THE INITIAL SALE TO YOU WITHIN THE ORIGINAL COUNTRY OF SALE.

10. High Risk Activities. The Software is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). INTELLIGENT DEVICES, INC. expressly disclaims any express or implied warranty of fitness for High Risk Activities.
11. Miscellaneous. This Agreement is governed by the laws of the United States of America and the State of Georgia, without reference to conflict of laws principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This Agreement sets forth all rights for the user of the Software and is the entire agreement between the parties. This agreement supersedes any other communications with respect to the Software and Documentation. This Agreement may not be modified except by a written addendum issued by a duly authorized representative of INTELLIGENT DEVICES, INC. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by INTELLIGENT DEVICES, INC. or a duly authorized representative of INTELLIGENT DEVICES, INC. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The parties confirm that it is their

wish that this Agreement has been written in the English language only. INTELLIGENT DEVICES, INC. may identify you as a customer of INTELLIGENT DEVICES, INC. and describe in a mutually agreeable Customer Case Study the services and solutions delivered by INTELLIGENT DEVICES, INC. to you. INTELLIGENT DEVICES, INC. may also issue one or more mutually agreeable press releases containing an announcement of the execution and delivery of this Agreement and/or the implementation of the Products by you. No such document or release shall include any information considered Confidential by you. Your approval to any such document or release shall not be unreasonably withheld and shall be deemed given unless you indicate otherwise in writing within ten (10) days of delivery of the proposed document or release.

12. INTELLIGENT DEVICES, INC. CUSTOMER CONTACT. If you have any questions concerning these terms and conditions, or if you would like to contact INTELLIGENT DEVICES, INC. for any other reason, please call (770) 831-3370, fax (770) 831-3533, or e-mail: INTELLIGENT DEVICES, INC at sales@intelligentdevicesinc.com.