READ THIS MIDMARK RTLS SOLUTIONS, INC. ("MIDMARK RTLS") END-USER LICENSE AGREEMENT (AGREEMENT) CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE. BY INSTALLING OR USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ("LICENSEE") DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE OR INSTALL THE SOFTWARE.

- 1. **DEFINITIONS.** The following terms, when used in this Agreement, shall have the meanings set forth herein.
 - 1.1. "Agreement" means this End-User License Agreement ("EULA").
 - 1.2. "Confidential Information" has the meaning given in Section 3 ("Confidentiality") of this Agreement.
 - 1.3. **"Copy" or "Copies":** means the Software (including the components thereof), and subsequent Software Releases pertaining thereto, and any reproductions of the Software or any Software Release pertaining thereto.
 - 1.4. **"Intellectual Property Rights":** means all proprietary information, patents, patent applications, trademarks, trade names, service marks, certification marks, collective marks, designs, processes, inventions, licenses, copyrights, know-how and trade secrets relating to the origin, design, manufacture, programming, operations, function, configuration, or service of the Software.
 - 1.5. **"Licensee":** means the persons and/or entities authorized by Midmark RTLS to install and use the Software, and any purchases of the Software to which this Agreement has been assigned in accordance with the terms and conditions of this Agreement.
 - 1.6. "Midmark RTLS": means Midmark RTLS Solutions, Inc.
 - 1.7. "Software": means the computer software provided to Licensee by Midmark RTLS. The Software shall refer to the software in machine readable computer programs only and include all documentation, explanatory written materials and files, content and code, whether on disks, in read only memory, embedded into the device, as standalone application or in a connected network environment or on any media or in any other form.
 - 1.8. **"Software Release":** means a modification of the Software by Midmark RTLS which provides (a) a new feature is added to the Software or (b) an improvement in the efficiency of the Software.

2. PROPRIETARY RIGHTS.

2.1. **Midmark RTLS Software.** Midmark RTLS grants Licensee a license to use the Software, solely at the Licensee Location set forth in Section 3.3 of this Agreement and applicable SOW. The foregoing licenses shall be non-sublicensable, nonexclusive, revocable, nontransferable, and subject to the restriction that the Software be used solely in the manner described above, during the Term of this Agreement and applicable SOW, and for no other purpose.

- 2.2. **Ownership.** The Software is licensed only. No title to, or ownership of, the Software is transferred to Licensee. All Intellectual Property Rights in and to the Software are retained by Midmark RTLS. Midmark RTLS owns the media on which the Software is originally or subsequently recorded; provided, however, subject to the terms and conditions of this Agreement, Licensee may store and use the Software in electronic form for use solely by Licensee pursuant to the terms of this Agreement. Midmark RTLS retains title to the Software (both as recorded on the original media and on any subsequent media), the documentation, and any copies thereof in any form. The license granted under this Agreement is a license to use, and not a contract of sale for, the Software. Neither Licensee nor any of its agents or personnel shall modify, enhance, supplement, create derivative works from, reverse assemble, reverse engineer, reverse compile or otherwise reduce to human readable form the Software without Midmark RTLS's prior written consent. Licensee shall not use either the name of Midmark RTLS or the name of the Software licensed under this Agreement for any commercial purpose or in any advertising, promotional or public statement without the prior, written consent of Midmark RTLS.
- 2.3. **Notice of Unauthorized Conduct.** Licensee shall notify Midmark RTLS immediately of circumstances surrounding any known unauthorized possession or use of the Software, or unauthorized disclosure of any other confidential or proprietary information, per Section 3 (Confidentiality) of this Agreement by any person or entity.
- 2.4. Audit Rights. Midmark RTLS shall have the right to audit or monitor the Licensee's use of the Software for the purpose of protecting its confidentiality and helping to assure compliance with this Agreement. Midmark RTLS may conduct this off premise by the use of a dial-up or remote access to the CPU or by physical inspection of the Licensee's offices and properties on one (1) days' notice during regular business hours at Licensee's place or places of business and shall not unreasonably interfere with Licensee's business activities. If, as a result of any such audit, Midmark RTLS identifies unauthorized use of the Software, Licensee shall pay, in addition to a full license fee for each copy of the Software in use by Licensee, the reasonable expense of Midmark RTLS in conducting the audit.
- 2.5. **Notice to Government End-Users.** The Software is a "Commercial Item" as that term is defined in 48 CFR Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 CFR 12.212 or 48 CFR 227.7202, as applicable. Consistent with 48 CFR 12.212 or 48 CFR 227.7202-1 through 227.7202-4, as applicable, the Software is being licensed to U.S. 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 of this Agreement. Unpublished rights reserved under the copyright laws of the United States. Midmark RTLS Solutions, Inc., 2600 Miller Creek Dr., Traverse City, MI 49684

3. CONFIDENTIALITY

3.1. Confidential Information. "Confidential Information" means all confidential or proprietary information, including, without limitation: (i) information related to Midmark RTLS and its affiliates, licensors, and distributors, including, without limitation, their identities, business information, market information, marketing strategies, price information, product information and service information; (ii) concepts, inventions (whether or not patentable), discoveries, works of authorship (whether or not copyrightable), trade

secrets, technical information, know-how and technologies; and (iii) information of or relating to employees, staff and personnel. Confidential Information disclosed on a restricted basis pursuant to a judicial or other lawful government order shall remain Confidential Information as between the parties and shall only be disclosed under terms which provide for continued protection of the information, and, where possible, the disclosing party shall be a party to the negotiation of the terms for such protection. Notwithstanding any provision herein to the contrary, this Agreement shall not be construed to limit the receiving party's obligation and ability to comply with any judicial or other lawful government order to disclose Confidential Information on a restricted basis.

3.2. Non-Disclosure of Confidential Information. Licensee acknowledges that in the performance of this Agreement Licensee may receive Confidential Information from Midmark RTLS and that such Confidential Information is the exclusive property of Midmark RTLS. Licensee agrees to hold the Confidential Information of Midmark RTLS in strict confidence in accordance with the provisions of this Agreement.

Licensee:

- (a) shall not permit or suffer its employees or agents to remove any proprietary or other legends or restrictive notices contained or included in any Confidential Information provided by Midmark RLTS;
- (b) shall not permit its employees or agents to copy or modify any Confidential Information except as specifically authorized in this Agreement;
- (c) shall not disclose any Confidential Information to a third party without the prior written consent of Midmark RTLS;
- (d) agrees to keep secure and maintain the Confidential Information of Midmark RTLS in a manner no less protective than that used to maintain the confidentiality of the Midmark RTLS's own Confidential Information; and
- (e) agrees to notify the disclosing party immediately of circumstances surrounding any known unauthorized disclosure, knowledge, possession, or use of Confidential Information by any person or entity.
- 3.3. Limitation on Disclosure. Licensee may disclose Confidential Information to employees or agents under the control and direction of Licensee only in the normal course of business and on a need to know basis within the scope and purpose of this Agreement. Provided, however, prior to any disclosure all such agents shall have entered into written agreements with Licensee requiring such agents to treat and use all such Confidential Information in a manner consistent with the terms and conditions of this Agreement.

4. SOFTWARE RELEASES.

- 4.1. Midmark RTLS may from time-to-time provide a new Software Release, whether at no cost or for purchase. Licensee acknowledges and agrees that all Software Releases are subject to the terms and conditions of this Agreement.
- 5. WARRANTY AND LIMITATION OF LIABILITY.

5.1. Midmark RTLS warrants that it has the right to license use of this Software to the Licensee. Midmark RTLS agrees to indemnify and hold the Licensee harmless from and against any third-party claim of patent, trademark, or copyright infringement, provided that the Licensee must promptly notify Midmark RTLS of such claims and must give Midmark RTLS the full right, at Midmark RTLS's expense and at Midmark RTLS's sole discretion, to defend and settle any such claims.

This warranty does not apply to problems resulting from:

- (a) improper installation of the Software by Licensee or installation by Licensee of the Software on improper hardware;
- (b) modification of the Software not undertaken or performed by Midmark RTLS;
- (c) malfunctions in any computer hardware or software or systems files not provided by Midmark RTLS;
- (d) accident of Licensee;
- (e) neglect of Licensee;
- (f) misuse of the Software by Licensee;
- (g) use of the Software with data of any entity other than Licensee; or
- (h) power surge or failure at the Licensee location.

Midmark RTLS does not warrant:

- (a) that operation of the Software will be uninterrupted;
- (b) that the Software is error free;
- (c) that all defects in the Software will be corrected; or
- (d) any change or modification of the Software made by Licensee; provided, however, any change or modification properly made by Licensee in accordance with instructions contained in the Documentation for the Software shall not void the warranty provided by Midmark RTLS herein.

EXCEPT SUCH REMEDIES AS SET FORTH IN THE LIMITED WARRANTY, MIDMARK RTLS AND ITS LICENSORS SHALL NOT BE LIABLE FOR AND HEREBY DISCLAIM ANY AND ALL DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, AND CONSEQUENTIAL DAMAGES OR DELAY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR INCOME, LOSS OF DATA, LOSS OF USE, DOWN TIME, COVER, AND EMPLOYEE AND INDEPENDENT CONTRACTOR WAGES, PAYMENTS, AND BENEFITS. IN NO EVENT SHALL THE TOTAL LIABILITY OF MIDMARK RTLS AND ITS LICENSORS TO USER FOR ALL DAMAGES ARISING OUT OF OR RELATING TO THE SOFTWARE EXCEED THE PURCHASE PRICE OF THE SOFTWARE. THESE RESTRICTIONS ON THE LIABILITY OF MIDMARK RTLS AND ITS LICENSORS, AND THE REMEDIES AVAILABLE TO USER, SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF THE SOFTWARE

6. REPRODUCTION.

6.1. Licensee may make up to one (1) Copy of the Software for backup and archival purposes. Such Copy, in whole or in part, of the Software shall contain all of Midmark RTLS's restrictive and proprietary notices in the form and content as they appear on or in the Software provided by Midmark RTLS. All Copies shall remain the property of Midmark RTLS.

7. TERMINATION.

- 7.1. This Agreement shall terminate at such time as the Licensee discontinues use of the Software on the CPU, or upon the sale, lease, or transfer of the CPU by the Licensee. The Licensee shall notify Midmark RTLS in either such event.
- 7.2. Midmark RTLS may terminate this Agreement at anytime in its sole discretion. Any such termination by Midmark RTLS shall be without prejudice.
- 7.3. Midmark RTLS may also terminate this Agreement if the Licensee fails to cure any breach of these licensing terms and conditions promptly after written notice from Midmark RTLS.
- 7.4. Upon termination of this Agreement, the Licensee shall return to Midmark RTLS all copies and modifications of the Software, all copies of the user manuals, and all other documents relating to the Software.
- 7.5. The provisions of Sections 2, 3, 4 and 6 shall survive any termination of this Agreement.

8. MISCELANEOUS.

- 8.1. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio, without reference to conflict of law principles
- 8.2. **Complete Agreement.** This constitutes the complete agreement between the parties as to the scope of authorized use of the Software extended to Licensee by Midmark RTLS, the rights retained by Midmark RTLS with respect to the Software, warranties given by Midmark RTLS with respect to the Software, and the limitation of the liability of Midmark RTLS with respect to the Software. The terms and conditions of the Agreement supersede any and all prior representations. This Agreement may not be modified, except by a written agreement signed by both parties.