



HURRTRAK Software License & Services Agreement

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2. Rates & Fees. Fees and rates applicable to any Order shall be as set forth by the Company on its price quote and do not include sales, usage, excise, property or other taxes, which amounts Customer shall pay. During any renewal terms for a Service, the applicable fees and rates for such Service shall be those stated in the then-current Company price quote. A daily late charge of the lesser of: (i) 1.5% per month, or (ii) the maximum rate per month permitted by law, shall be applied to, and due from, Customer for all amounts due but not paid by their respective due date.

3. Delivery. Ordered Software shall be either accessible for download by Customer via the Internet or delivered to Customer at the ship to address specified on the Order. Services shall be provided to Customer either via the Internet or such other method as Company may specify.

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which the Software is licensed malfunctions or is no longer in use.

5. Reservation of Rights. All title, property and intellectual property rights (other than those granted in Section 4), and other interests in, to and under the Software and Services is reserved by, and shall remain exclusively with, the Company. Customer shall not disassemble, decompile, re-engineer, modify, tamper with, misuse or create derivative works of the Software or Services. The Software may have asset protection devices that suspend or restrict installation, reproduction and use if used or moved in an unauthorized manner.

6. Confidentiality. The Software and Services are, and do contain, valuable confidential information and trade secrets of Company and its licensors that Customer shall protect with the same care and diligence (but no less than reasonable) that it uses for its own confidential information. During the term of this Agreement and for the longer of: (i) five (5) years from its termination, or (ii) the date on which any item is no longer a trade secret under applicable law, Customer shall not disclose, distribute, assign, pledge, transfer, sub-license or make accessible to others either the Software or Services without the prior written consent of the Company.

7. Government Use & Exporting. The Software and Services are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software--Restricted Rights at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR supplement, as applicable. Manufacturer is PC Weather Products, Inc., PO Box 72723, Marietta, GA 30007. Customer shall be responsible for complying with all applicable trade regulations and laws, both foreign and domestic, regarding its export and use of the Software.

8. Support & Updates. Unless, and except as expressly stated in an applicable Order and the then-current Support Policy of the Company, the Company shall have

no obligation to support, update, maintain, enhance or further develop the Software or Services, whether in whole or in part. Failure to implement updates or corrections provided by the Company, as well as the alteration or combination of the Software or Services with any product or service not provided or authorized by Company, is at Customer's sole risk and may render the Software or Services unusable or nonconforming to applicable documentation. In no event will the Company have any obligation to support or update any Software or Service for which updates have been made available but not been applied.

9. Customer Responsibilities. Customer is solely responsible for the providing, at its own expense, all hardware, operating system software, Internet access and other products and services necessary to access and use the Software and Services in accordance with applicable specifications. In the event that the Company or its designees need access to the facilities or systems of Customer so as to install, provide or maintain any Software or Service provided, Customer agrees to timely permit such access. Customer is solely responsible for any use, and the results of any use, of the Software and Services by or through it. Customer shall ensure that anyone having access or use of the Software or Services by or through it complies with the provisions of this document as such are applicable to Customer.

10. Usage Monitoring. The Company has the capability to, and anticipates that it may, monitor usage of the Software and Services in order to ensure compliance with the provisions of this agreement, provided support and other Services where applicable, and collect and aggregate certain data and information about use of the Software and Services, which the Company expects will help it to improve its products and services. Customer acknowledges and agrees to, without restriction or charge, Company's use, execution, reproduction, display, performance, modification and distribution of such data and information.

11. Test Versions. If any Software or Service is designated as a "beta" or test version, Customer agrees that the purpose of the limited license is only for the testing and evaluation of the same. In furtherance of such purpose, Customer agrees to provide feedback to Company concerning the functionality and performance of the Software or Service from time to time as reasonably requested by the Company, including, without limitation, identifying potential errors and improvements. Such feedback and information may be used by the Company to improve or enhance its offerings or otherwise as the Company deems appropriate in its sole discretion.

12. Warranties and Disclaimers. THE COMPANY DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL OPERATE UNINTERRUPTED, SECURELY, OR ERROR FREE OR WILL MEET YOUR REQUIREMENTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR

CONDITIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some jurisdictions do not allow the exclusion or limitation of implied warranties, so in such instances the above exclusion or limitation may not apply, in which case all applicable warranties are limited in duration to 90 days from the applicable Order Date, with no warranties applying after that period.

13. Limitations of Liabilities and Remedies. No failure or omission by Company in the performance of any obligation under this arrangement will be deemed a breach of its obligations nor create any liability if the same arises, or will arise, from any cause or causes beyond its reasonable control, including (without limitation): acts of God; acts, orders or omissions of any government or like regulator; hurricane, wind, flood, storm, lightning, fire, earthquake or like natural disaster; acts of terror, war, riot, or rebellion; Internet brown out; acts or omissions of Customer or its representatives; or failure of suppliers or communications services. THE MAXIMUM LIABILITY OF COMPANY TO CUSTOMER FOR ANY DIRECT DAMAGES ARISING FROM THE SOFTWARE, SERVICES OR ARRANGEMENTS ARISING HEREUNDER SHALL NOT EXCEED THE LESSER OF THE FEES PAID BY CUSTOMER TO THE COMPANY: (I) DURING THE CURRENT CALENDAR YEAR FOR SUCH ITEM THAT DIRECTLY CAUSED THE LIABILITY THAT AROSE, OR (II) DURING THE SPECIFIC CALENDAR MONTH FOR SUCH SERVICE THAT DIRECTLY CAUSED THE LIABILITY THAT AROSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGE, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, PROFITS, DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF OR FROM THE SOFTWARE, SERVICES OR ARRANGEMENTS ARISING HEREUNDER EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. Indemnification. Customer agrees to defend any suit or proceeding brought against and will protect, indemnify, save and hold harmless the Company its licensors, subsidiaries and affiliates (along with their respective directors, officers, employees and agents) from and against any and all suits, actions, claims, proceedings, damages, losses, costs and expenses (including reasonable attorneys' fees) relating to or arising out of: (i) Customer's license, use or misuse of the Software or Services, or (ii) any actions, decisions or omissions involving the use of the Software and Services or any results from their use; provided, however, such obligation to indemnify will not apply to such matters arising solely from the negligent acts of the Company or the infringement of copyrights, trademarks or patents of any third party involving the Software as originally provided and properly used.

15. Term & Termination. The provisions herein, including the right of Customer to use the Software and Services, shall commence upon acceptance and are effective until terminated. Customer may terminate at any time with notice to the Company. Unless otherwise terminated early, the term of each Service Ordered shall automatically expire one (1) year from the Order Date of such Service on the applicable Order. Company may terminate any Service, including Support, at any time, with or without cause, upon one month notice to Customer or general publication. Termination may also occur, at Company's discretion, if Customer either: (i) fails to comply with any provision herein, (ii) fails to timely pay in full for any item specified on an Order, or (iii) becomes insolvent, bankrupt, in receivership or subject to either an assignment for the benefit of creditors or the appointment of a trustee or receiver, with such termination being effective as of the later of: (a) the date of the occurrence that gave rise to such termination, and (b) such date as specified by the Company. Upon termination or expiration, Customer agrees to promptly return to Company (or at Company's direction destroy) all copies of the Software, including backup copies, provided or used by Customer. Customer will not be relieved of its obligation to pay any amounts owed to Company that became due prior to the effective date of termination. The provisions of sections 5-7, 10, and 12-16 shall survive any termination or expiration regardless of the reason.

16. General. This document, along with any corresponding Order accepted by the Company and any applicable published policies and specifications of the Company, constitutes the complete and exclusive statement of the agreement of the parties hereto with respect to the license and use of the Software and Services, superseding all prior and concurrent agreements, promises, proposals, representations and warranties, whether oral or written, with respect to the subject matter hereof. The headings used in this Agreement are for convenience only and shall not create any rights or obligations or affect the meaning or interpretation of this agreement. No amendment, change, modification or revision of this document or any Order is permitted or accepted unless agreed to in writing by an authorized representative of the Company. No provision hereof shall be deemed waived or modified except in a written addendum signed by an authorized representative of the Company. If any term of this document is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the document shall continue in effect. Customer may not sell, assign or transfer this agreement or any or its rights or obligations hereunder without the prior written consent of Company. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of, the State of Georgia, USA without reference to conflict of laws principles thereof. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. The parties expressly

consent and agree that the proper jurisdiction and venue of any action regarding this matter shall be the State or Federal courts located in or about Cobb County, Georgia, USA. Any claim or action against the Company arising from or under this agreement or its subject matter must be brought within twelve (12) months of the time it first accrues or shall otherwise be deemed waived and time barred. The Company shall be entitled to recover from Customer such reasonable attorneys' fees and court or collection costs that it incurs in enforcing its rights hereunder. Customer acknowledges that the Company may incur irreparable harm in the event of a breach of this Agreement by it and therefore agrees that the Company shall have the right, among other remedies available to it, to take all reasonable steps to protect all proprietary and confidentiality rights and interests, including (without limitation) by suspending or terminating Customer's use of the Software or Services (in either case without liability to Customer) or seeking injunctive relief and other like legal and equitable remedies. Any notice required or given in connection with this arrangement shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services. Notice to Company shall be to PC Weather Products, Inc., Attn.: Legal, PO Box 72723, Marietta, GA 30007.