

**CENIT NORTH AMERICA INC.
TERMS AND CONDITIONS FOR SOFTWARE LICENSES**

Each Purchase Order for Software placed with CENIT North America Inc. (“CENIT”) is subject exclusively to these terms and conditions including all addenda (collectively, this “Agreement”), which shall apply to and form a part of every Purchase Order confirmation (“Order Confirmation”) issued by CENIT with respect to CENIT software and shall supersede and replace any other terms and conditions appearing on any Customer Purchase Order form. Nothing contained in or attached to any Order Confirmation will operate to modify or add to the terms and conditions of this Agreement unless it is the mutual intent of the parties as stated in writing to so modify or add to these terms and conditions in respect to a specific Purchase Order.

1. Definitions.

- 1.1. Effective Date: The date specified in the Order Confirmation.
- 1.2. Software: The CENIT software licensed to Customer under the terms of this Agreement, as specified in the Order Confirmation.
- 1.3. Third Party Software: Any software licensed to CENIT by a third party software vendor and sublicensed to Customer by CENIT, and any software licensed directly to Customer by a third party software vendor.
- 1.4. Term: From the Effective Date until the expiration or termination of this Agreement in accordance with Article 7 of this Agreement.

2. License and Ownership

- 2.1. License Grant. CENIT grants Customer a non-exclusive license to use the object code for the Software during the Term solely for the purposes described in the Order Confirmation and in the documentation for the Software and for the benefit of Customer, subject to the terms of this Agreement and any limitations specified in the Order Confirmation (“License”). CENIT grants Customer a non-exclusive license to use the documentation provided by CENIT for the Software for the same purposes and subject to the same limitations. Customer may not copy or reproduce the Software or the associated documentation without CENIT’s consent.
- 2.2. Authorized Users.

(a) If the Order Confirmation indicates that only certain, authorized users may use the Software, then only those authorized users, and no other users, may use the Software and, if unauthorized users use the Software,

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Customer may be required to purchase additional licenses for such unauthorized users.

(b) If Customer purchases a concurrent user license, then the Software may be used by no more than the maximum number of concurrent users specified in the Order Confirmation at any given time.

2.3. Authorized Systems. If the Order Confirmation indicates that the Software may be installed only on a designated system or data processing unit, then the License shall be limited to use only on that system or data processing unit and the individual workstations connected thereto. The temporary transfer of the Software to another system or data processing unit is permissible only in the event of, and for the duration of, a failure of the designated system or data processing unit, provided that Customer's business has been substantially impacted by such failure.

2.4. Backup Copy. Customer is entitled to make one backup copy of the Software ("Backup Copy"). A copy of the original label, with the copyright notice, must be affixed to or accompany the Backup Copy. The Backup Copy may be used only in the event of an impairment or loss of the original copy installed on Customer's system.

2.5. Grant of Sublicense for Third Party Software. CENIT grants Customer a non-exclusive, non-transferable sublicense to use the object code or script, as the case may be, for all Third Party Software delivered by CENIT to Customer that is licensed from a third party by CENIT for use with the Software, for use solely for the benefit of Customer, to the extent CENIT has the right to grant such sublicense under its agreement with the supplier(s) of such Third Party Software. The sublicense is also subject to any additional terms and conditions of the third party license to CENIT and any other terms specified on the Order Confirmation. Customer agrees to execute any documents reasonably required by the supplier(s) of the Third Party Software to authorize the sublicense granted in this Section 2.5.

2.6. Ownership of the Software and Proprietary Content. CENIT does and shall own all worldwide right, title and interest in and to the Software and any modifications, configurations, customizations, enhancements, upgrades and updates thereof, in its documentation, and in any software tools, specifications, ideas, concepts, know-how, processes, techniques and data, advertisements, brochures and other materials associated with the Software (collectively "Proprietary Content"), including all copyright, trademark, patent and other intellectual property rights therein. Nothing in this Agreement or otherwise shall be deemed to prohibit or limit in any way CENIT's ownership of, or right to use, the Proprietary Content in whole or in part for any purpose. CENIT reserves the right to grant licenses to use any or all of the same to third parties. Customer shall, within a reasonable time after receipt of CENIT's request, execute any document and perform any act necessary to assign and vest in CENIT all

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intellectual property rights described in this Agreement. Customer must notify CENIT immediately of any modifications to the Software and hereby assigns all right and title in and to such modifications to CENIT.

2.7. Restrictions. Unless otherwise agreed in writing or expressly permitted by this Agreement, Customer shall not, nor cause or authorize any third party to (a) distribute, rent, sell, lease or otherwise display, disclose, transfer or make available the Software, the associated documentation or other Proprietary Content to any third party or use the Software for the benefit of any third party, including Customer's subsidiaries and other affiliated companies; (b) modify, change, reverse assemble, reverse compile or reverse engineer the Software, or otherwise attempt to discover any Software source code or underlying Confidential Information (as defined below); (c) use interfaces or other code not provided by CENIT to interface the Software to other software; (d) remove, efface or obscure any copyright notices, logos or other proprietary notices or legends (whether CENIT's or its suppliers') from the Software or other Proprietary Content; (e) remove, circumvent, or modify security codes, if any, or features serving the identification of the Software; (f) export or re-export, or allow the export or re-export of any Confidential Information or any copy or derivative product thereof or in violation of any restrictions, laws or regulations; or (f) copy the Software or the associated documentation in any form, without the express written consent of CENIT. Customer shall not use or allow any person to examine the Software or any related materials for the purpose of creating another system which competes with the Software and Customer will not use or disclose any data or information relating to the Software or the technology, ideas, concepts, know-how or techniques embodied in the Software to third parties except as necessary to operate the Software as contemplated by this Agreement.

2.8. Ownership of Third Party Software. Customer acknowledges and agrees that the applicable supplier(s) of the Third Party Software shall own all worldwide right, title and interest in and to the Third Party Software (and any intellectual property rights therein), subject to such supplier's license, if any, of the Third Party Software to CENIT.

3. Fees; Payment

3.1. Fees. Customer shall pay all fees on or before the due date(s) specified for such fees in the Order Confirmation. Absent CENIT's written agreement to the contrary, if the License is a perpetual license, the License fee shall be a one-time fee payable upon delivery of the Software. Absent CENIT's written agreement to the contrary, if the License is a term license, there shall be a one-time fee payable upon delivery of the Software as well as monthly or annual fees payable thereafter.

3.2. Invoices. Unless otherwise agreed in writing, CENIT shall invoice Customer for any amounts due hereunder and Customer shall pay the full invoiced amount, without

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any discounts or deductions, by the date indicated on the invoice. Payment not received by the due date indicated on the invoice shall be deemed overdue.

3.3. Overdue Payments. If all or any significant part of any invoiced amount is overdue, CENIT may suspend Customer's right to use the Software in accordance with Section 3.8 until such amount is paid in full. CENIT reserves the right to charge a late fee of one and one half percent (1.5%) per month or the maximum amount allowed by law, whichever is less, on all amounts due hereunder which are not paid in full fifteen (15) days from the date of invoice. Customer shall reimburse CENIT for all collection and legal fees incurred by CENIT in collection efforts pertaining to amounts due hereunder which are not paid in full at the time specified in this Agreement.

3.4. Changes in Factors Impacting License Fees. If the License fees are to be based on the number of authorized users or some other variable factor, Customer shall inform CENIT promptly of any change in usage or other factor that would affect the License fees. In the event of a change that would impact the amount of fees to be paid under this Agreement, Customer shall be obligated to pay to CENIT the additional one-time fees and/or increased periodic fees resulting from such change. CENIT may, from time to time, audit Customer's use and inspect Customer's systems to verify that the License and other fees have been properly paid and that Customer has complied with the terms of this Agreement. CENIT shall be entitled to enter Customer's premises for auditing purposes. CENIT may also audit Customer's use by installing special monitoring software. Customer shall promptly pay to CENIT any shortfall in the License and other fees revealed by any audit in accordance with this Section 3.4.

3.5. Expenses. Customer shall be responsible for its own expenses and for CENIT's travel, lodging, meal and other out-of-pocket expenses associated with services provided to Customer by CENIT.

3.6. Taxes. The fees and prices listed in this Agreement do not include taxes. If CENIT is required to pay any taxes for the License, for services provided under the terms of this Agreement or on Customer's use of any software, hardware, other equipment or services, then such taxes shall be billed to and paid by Customer. This does not apply to any taxes based on CENIT's net income.

3.7. ISP and Telecommunication Charges. Customer is solely responsible for Customer's internet service provider, telecommunications and other similar charges.

3.8. Suspension of Use. In the event Customer fails to pay any amount when due or is in violation of any other material term of this Agreement, CENIT, in its sole discretion, may suspend Customer's right to use the Software.

4. Confidentiality

4.1. Definition of Confidential Information. The parties expressly acknowledge that in the course of their performance hereunder, CENIT may learn or have access to certain confidential business information of Customer and Customer may learn or have access to certain confidential business, trade secret, proprietary or other like information or products of CENIT or of third parties, including, but not limited to, the Software, the Third Party Software and their respective characteristics, performance specifications, database architecture and documentation, CENIT's plans, processes and techniques and CENIT's prices, fees and payment terms (the "Confidential Information"). Notwithstanding anything in this Agreement to the contrary, except as provided in this Section 4, the party receiving the information (the "Receiving Party") will keep strictly confidential any Confidential Information that it learns from the party disclosing such information (the "Disclosing Party").

4.2. Exclusions. The term "Confidential Information" shall not include any product or information that: (i) is in the public domain or enters the public domain through no fault of the Receiving Party; (ii) was known by the Receiving Party prior to the commencement of discussions regarding the subject matter of this Agreement; (iii) is or was independently developed by the Receiving Party; or (iv) is or was rightfully disclosed to the Receiving Party by a third party without continuing restrictions on its use or disclosure. Further, either party may disclose Confidential Information to the extent required by law or legal process, provided that the party producing the information uses reasonable efforts to give the other party a reasonable opportunity to intervene to prevent or limit such disclosure.

4.3. Return of Confidential Information. Each party agrees that it will return to the Disclosing Party, upon the Disclosing Party's request, any Confidential Information belonging to the Disclosing Party and copies thereof, except such Confidential Information whose retention may be required for the performance of either party's duties hereunder.

5. Remedies; Indemnification and Limitations

5.1. Indemnification for Misuse. Customer agrees to indemnify, defend and hold harmless CENIT, its subcontractors and affiliates and each supplier of Third Party Software against any damages, costs and expenses arising out of (i) Customer's use or misuse of the Software or of the Third Party Software or (ii) any breach of any representation or covenant of Customer under this Agreement.

5.2. Remedies. CENIT's sole obligation, and Customer's sole remedy, in the event the Software fails to substantially perform the functions described in the applicable documentation, shall be for CENIT to correct the defective parts of such Software.

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CENIT shall not be obligated to take any action if (i) the Software is used other than in accordance with CENIT's instructions or the applicable documentation; (ii) the Software has been modified or converted by Customer or any third party; (iii) the operation of the Software is affected by a malfunction in any other software or in any hardware or other equipment; (iv) Customer has not installed any error corrections or updates made available by CENIT or continues to use the Software after receipt of written notice by CENIT that such use may cause errors; (v) any other cause within the control of Customer results in the Software becoming inoperative; or (vi) Customer breaches this Agreement.

5.3. IMPLIED WARRANTY DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES, THE SOFTWARE AND ANY THIRD PARTY SOFTWARE, HARDWARE AND OTHER EQUIPMENT ARE PROVIDED "AS IS," AND CENIT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, THE SOFTWARE, THE THIRD PARTY SOFTWARE, ANY HARDWARE, ANY OTHER EQUIPMENT OR THE RESULTS THAT MAY BE OBTAINED BY USING THEM, AND DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND TITLE.

6. Limitations of Liability

6.1. Force Majeure. Neither party will be liable for any failure or delay in performing under this Agreement, other than with respect to any payment due hereunder, where such failure or delay is due to causes beyond its reasonable control, including natural catastrophes, governmental acts or omissions, war, acts of rebellion, laws or regulations, terrorism, labor strikes or difficulties, communications systems breakdowns, hardware or software failures, transportation stoppages or slowdowns or the inability to procure supplies or materials.

6.2. Cumulative Liability; No Consequential Damages. CENIT's cumulative liability to Customer for any and all proven, direct and foreseeable damages related to the Software or related Services or otherwise arising out of this Agreement shall not exceed the total amount of fees paid by Customer to CENIT under this Agreement during the twelve months immediately preceding the event giving rise to the liability. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT, CENIT WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT CENIT WAS NOTIFIED OF THE POSSIBILITY OF THE SAME, ARISING OUT OF THIS AGREEMENT.

6.3. No Liability for Third Parties. Customer acknowledges that CENIT is in no manner responsible for any action or inaction of any third party, including, without limitation,

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financial or credit reporting institutions, real estate brokers, appraisers, moving and storage firms, merchants, software vendors or internet service providers. Any “authorization” by CENIT of any such third party does not constitute a representation or warranty with respect to the third party or its products or services, but rather, merely indicates that the third party is authorized to market the product or services at issue through CENIT.

6.4. Third Party Software Limitation. Customer further acknowledges and agrees that IN NO EVENT WILL CENIT OR THE SUPPLIER(S) OF THE THIRD PARTY SOFTWARE BE LIABLE TO CUSTOMER FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THE THIRD PARTY SOFTWARE, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT CENIT OR THE SUPPLIER(S) WAS NOTIFIED OF THE POSSIBILITY OF THE SAME, ARISING OUT OF THIS AGREEMENT.

6.5. No Liability for Actions based on Inaccurate Information. Customer acknowledges that, in performing its duties under this Agreement, CENIT will necessarily rely upon information, instructions and services from Customer, employees and agents of Customer or of Customer’s clients, financial and credit institutions, real estate brokers, appraisers, moving and storage firms, merchants, software and hardware CENITs, internet service providers and other third parties. Customer fully assumes the risk associated with errors in such information, instructions and services.

6.6. Limitation on Actions. Any action by either party must be brought within one (1) year after the cause of action arose.

6.7. Limitations Reasonable. Customer acknowledges that the exclusion and limitation of remedies provided under this Agreement are neither unreasonable nor unconscionable and if CENIT’s liability had not been so limited, the fees charged to Customer hereunder would have been substantially higher.

7. Term and Termination

7.1. Term. This Agreement shall commence as of the Effective Date and shall remain in effect for the Term specified in Section 7.2 or Section 7.3.

7.2. Perpetual License. If the Order Confirmation indicates that the License is a perpetual license, then this Agreement shall remain in effect indefinitely, unless terminated earlier in accordance with Section 7.6. If the Order Confirmation does not indicate the duration of the License, then the License shall be assumed to be a perpetual license and the Term of this Agreement shall be assumed to be indefinite.

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7.3. Term License. If the Order Confirmation indicates that the License is a term license, then this Agreement shall remain in effect for the length of time indicated in the Order Confirmation, unless terminated earlier in accordance with Section 7.5 or Section 7.6.

7.4. Renewal. This Agreement shall automatically renew for successive one-year terms (the initial term and each successive term collectively referred to as the "Term"), unless written notice of nonrenewal is provided to either party at least three months prior to the end of the then-current Term. CENIT reserves the right to increase the fees after the initial term, subject to three months notice of such increase to Customer prior to the end of the then-current Term. If the increase in fees exceeds 5%, Customer is entitled to terminate the License with one month's written notice prior to the end of the then-current term. In the event that the Agreement is not renewed, CENIT shall not be obligated to return the one-time fee paid upon delivery of the Software.

7.5. Notice of Termination. If the License is a term license in accordance with Section 7.3, either party may terminate this Agreement at the end of a calendar year, provided it delivers written notice of termination to the other party at least three months prior to the end of the calendar year. CENIT shall not be obligated to return any fees paid by Customer if the Agreement is terminated in accordance with this Section 7.5.

7.6. Termination. Either party shall have the right to terminate this Agreement, regardless of its Term, if (a) the other party breaches any material provision of this Agreement; (b) a receiver is appointed for the other party or its property, the other party makes an assignment for the benefit of its creditors, proceedings are commenced by or for the other party under any bankruptcy, insolvency, or debtor's relief law or the other party liquidates or dissolves or attempts to do so; or (c) such termination is allowed by the Order Confirmation attached to this Agreement. Furthermore, CENIT may terminate this Agreement with no prior written notice if Customer (i) exceeds the scope of the License granted hereunder; (ii) violates a confidentiality obligation; or (iii) experiences a change in control, as provided in Section 7.7. CENIT shall not be obligated to refund any fees paid by Customer if this Agreement is terminated in accordance with this Section 7.6.

7.7. Change in Control. Customer acknowledges the importance of CENIT knowing the party possessing and controlling the use of CENIT's Confidential Information, including CENIT's Software. Customer agrees, therefore, that CENIT has the right to terminate this Agreement for cause in the event that Customer (i) transfers a majority interest in ownership and/or the control of Customer to any person or entity; (ii) consolidates with or merges into or with another entity, or acquires all or substantially all of the assets or stock or other ownership of any person or entity; or (iii) sells or transfers all or substantially all of its assets to any person or entity.

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7.8. Effect of Termination. Upon termination of this Agreement by either party for any reason:

(a) Customer shall be responsible for and shall pay CENIT for all fees and expenses incurred up to the effective date of such termination, calculated in accordance with the payment terms specified in this Agreement and the Order Confirmation.

(b) Customer shall (i) deliver to CENIT all records (electronic, written, or in any other tangible or intangible medium of expression) containing CENIT's Confidential Information, including, but not limited to, the Software, sublicensed Third Party Software and their respective documentation, and (ii) erase or otherwise destroy all copies of such Confidential Information that are fixed or resident in memory in computers or storage devices owned or controlled by Customer. Customer must deliver to CENIT a letter confirming that all copies of CENIT's Confidential Information, including the Software, have been returned or erased and upon request by CENIT, must furnish evidence of such.

(c) Customer's license to use the Software and any sublicensed Third Party Software shall immediately terminate.

7.9. Nonexclusive Remedy. Termination of this Agreement by either party shall be a nonexclusive remedy for breach and shall be without prejudice to any other right or remedy of such party.

8. Miscellaneous

8.1. Updates and Upgrades. The terms of this Agreement apply to any updates or upgrades to the Software provided by CENIT to Customer.

8.2. Notices. All notices required or permitted to be given hereunder by one party to the other shall be deemed to have been duly given only if in writing and delivered by: (a) hand delivery, (b) certified mail, return receipt requested, postage prepaid, (c) overnight courier, (d) facsimile, or (e) electronic mail ("e-mail"), in each case directed to the persons and at the addresses or facsimile numbers specified in this Agreement, or such other person(s), address(es) and number(s) as to which notice has been given pursuant to this Section 8.2. All notices shall be deemed received as follows: (a) if hand-delivered, on the date of delivery, (b) if mailed, on the date of receipt appearing on the return receipt card, (c) if sent by overnight courier, on the date receipt is confirmed by such courier service, (d) if sent by facsimile, on the date of receipt printed by the facsimile machine when it reports that the transmission is complete, or (e) if sent by e-mail, 24 hours after the message was sent, provided that any notice relating to a default or claim of default under this Agreement that is sent by facsimile or e-mail, must also be sent by one of the other methods described above.

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8.3. Entire Agreement. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement and the Order Confirmation are the complete and exclusive statements of the agreement of the parties with respect to the subject matter of this Agreement and that they supersede all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to such subject matter. Any modifications to this Agreement must be in writing, signed by both parties. The terms of this Agreement, if applicable, shall apply to other products and services provided by CENIT that are associated with the Software, unless these terms conflict with those of another CENIT agreement for those specific products or services, in which case, the terms of that agreement shall control. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

8.4. Relationship of the Parties. Nothing in this Agreement shall be construed to create a partnership, agency relationship, or joint venture between the parties hereto.

8.5. Marketing Practices. Customer shall (i) conduct business in a manner that reflects favorably at all times on the Software and Services, and the good name, goodwill and reputation of CENIT; (ii) not employ deceptive, misleading or unethical practices that are or might be detrimental to CENIT, the Software, the Services or the public, including disparagement of CENIT, the Software or the Services; (iii) not make any false or misleading representations with regard to CENIT, the Software or the Services; (iv) not publish or employ or cooperate in the publication or employment of any misleading or deceptive advertising material; and (v) not engage in illegal or deceptive trade practices, or any other practices proscribed under this Section 8.6.

8.6. Survival of Rights and Obligations. The rights and obligations of the parties contained in Sections 1.1, 2.6, 2.8, 3.6, 4.1-4.3, 5, 6, 7, 8.2, 8.3, and 8.5-8.11 shall survive any termination of this Agreement.

8.7. Severability. If any part of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall be enforced to the maximum extent permitted by applicable law.

8.8. Choice of Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflict of laws principles that would cause the laws of any jurisdiction other than the State of Michigan to be applied, and to the exclusion of the provisions of Private International Law and the United Nations Convention on Contracts for the International Sale of Goods. In furtherance of the foregoing, the internal laws of the State of Michigan will control, even if under choice of law or conflict of law analysis the substantive law of some other jurisdiction ordinarily would apply. The state or federal courts or tribunals sitting in or

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near Auburn Hills, Michigan, shall have sole jurisdiction over any claims by Customer against CENIT arising under or related to this Agreement.

8.9. Injunctive Relief. Customer acknowledges that any material breach of the provisions of this Agreement is likely to result in irreparable injury to CENIT and that the remedy at law alone will be an inadequate remedy for such breach. Accordingly, in addition to any other remedies it may have, CENIT shall be entitled to seek equitable relief without the necessity of proving actual damages.

8.10. Third Party Beneficiaries. CENIT and Customer agree that the suppliers of the Third Party Software sublicensed hereunder shall be third party beneficiaries hereunder and may enforce the terms of any sublicense granted hereunder directly against Customer.

8.11. Headings. The section headings used in this Agreement are intended solely for convenience and shall be given no effect in the construction or interpretation of this Agreement.