REALTIME TECHNOLOGIES LTD.

LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH IN WRITING BETWEEN LICENSEE AND REALTIME TECHNOLOGIES LTD. DBA SHIMMER ("SHIMMER"), BY LICENSING SOFTWARE FROM SHIMMER, LICENSEE ACCEPTS AND AGREES TO ABIDE BY THIS LICENSE AGREEMENT (THE "AGREEMENT"). LICENSEE AGREES THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY LICENSEE. IF LICENSEE DOES NOT ACCEPT THIS AGREEMENT, LICENSEE MUST CLICK ON THE "CANCEL" BUTTON AND NOT LICENSE THE SOFTWARE. WHEN USED IN THIS AGREEMENT, "LICENSEE" MEANS THE PERSON OR ENTITY THAT IS LICENSING THE SOFTWARE AND "SHIMMER" MEANS REALTIME TECHNOLOGIES LTD..

1.   Software. Shimmer has designed and developed sensor communication and analytics software (the "Software") as described in the specifications for the Software (the "Specifications").

Orders

2.1   This Agreement will apply to the license of Software to Licensee from Shimmer pursuant to the order form (the "Order") in accordance with the terms and specifications provided herein and in the Order. The Order will be deemed to be part of, and will be governed by all of the terms and conditions of, this Agreement. In the case of a conflict between the Order and this Agreement, except as expressly provided in the Order, the terms of this Agreement will govern.

2.2   Licensee's completion of the Order creates no contractual or other obligation on Shimmer's behalf. Any such obligation will only be created by Shimmer's acceptance of the Order, which will be solely within Shimmer's discretion. SHIMMER RESERVES THE RIGHT TO REJECT THE ORDER. Licensee will be solely responsible for the accuracy and truthfulness of the information Licensee provides in the Order. Shimmer will be entitled to rely on and any all such information.

2.3   Shimmer will, and Licensee expressly authorizes Shimmer to, use the information Licensee provides in the Order to: (a) process the Order including, without limitation, processing payments and communicating with Licensee about the status of the Order and (b) communicate with Licensee about other products or services Shimmer offer or other topics Shimmer thinks Licensee might find of interest.

3.   License Grant. Subject to the terms and conditions of this Agreement, Shimmer hereby grants to Licensee a non-exclusive, non-transferable license to use the Software specified in the Order solely in the manner set forth in this Agreement and in any user manual or instructions for the Software provided to Licensee in connection with this Agreement. Licensee will, and will cause all persons who access the Software through Licensee (collectively, "Users") to use the Software only in the manner set forth in this Agreement.

4.   Reservation of Rights. Except as expressly granted in this Agreement, all right, title, and interest in and to the Software, and any related materials and user manuals, and any modifications, revisions, replacements or substitutes thereof, will remain with Shimmer. Each party understands and agrees that its use of any of the other party's property in connection with this Agreement will not create in it any right, title or interest, in or to such property, and that all such use and goodwill associated with any such use will inure to the benefit of and be on behalf of such other party.

Shimmer Research Ltd:
The Realtime Building,
Clonshaugh Business & Technology Park,
Dublin, D17 H262
Ireland

T: +353 1 687 5760
F: +353 1 8487861
E: info@ShimmerSensing.com
W: www.ShimmerSensing.com

5.   Prohibited Actions.

5.1   Except as expressly provided in this Agreement, Licensee will not, and will cause its Users not to: (a) de-compile or reverse engineer the Software; (b) permit access to the Software to any persons other than Users who have been issued an individual identification or password code by Licensee; (c) modify, publish, transmit, license, sublicense, transfer, sell, distribute, reproduce, create derivative or collective works from, or in any way otherwise exploit the Software or make the Software available, in whole or in part; (d) remove from the Software any copyright notices, disclaimers or other indicia of ownership or restrictions on use; (e) remove, modify or edit the substance of any information within the Software; or (f) make any copy of the Software, other than one (1) copy for archival or backup purposes. Licensee acknowledges and agrees that an impending or existing violation of this Section 5 would cause irreparable harm to Shimmer for which there is no adequate remedy at law, and that Shimmer will be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any and all other rights and remedies available at law or equity.

5.2   Licensee may download more than one (1) copy of the Software, provided that, for Software for which payment of fees is specified in the Order ("Fee Based Software") the number of computers on which Licensee may use the Fee Based Software at any time may not exceed the number specified in the activation key. If Licensee accesses Fee Based Software through a Virtual Machine or in an environment where multiple users share computer resources, each instance of Fee Based Software in use at any time is considered one computer.

6.   Fees; Payment.

6.1   Price. Licensee will pay Shimmer for Fee Based Software in the amount set forth in the Order. Shimmer's prices do not include sales, use, value-added or similar taxes. Except as expressly set forth in this Agreement, all charges are non-refundable. Any Software for which payment of fees is not specified in the Order ("Free Software") is provided to Licensee without charge.

6.2   Payment. Licensee will be billed in the manner designated in Licensee's Order and Licensee hereby authorizes this billing. Shimmer reserves the right to refuse a payment method and/or require a specific payment method for the Order in its sole discretion.

7.   Warranties; Support; Remedies; Disclaimer.

7.1   Warranty. Shimmer warrants that, during the Support Period, Fee Based Software, as delivered and when used by Licensee for its intended purpose in accordance with this Agreement (a) will not infringe any United States patent, copyright, trademark or, to Shimmer's knowledge, other intellectual property right of any third party and (b) will perform in accordance with the Specifications in effect at the time of purchase. This warranty will not apply to, and Shimmer will have no responsibility under this Agreement for, any breach of this warranty caused by, (i) modification or alteration of Fee Based Software in any way by any party other than Shimmer without Shimmer's express prior written consent; (ii) any software, hardware or service not created or provided by Shimmer to Licensee expressly for use with Fee Based Software; (iii) Licensee's failure to promptly install and utilize an update; or (iv) Licensee's failure to use Fee Based Software in accordance with its documentation. **FREE SOFTWARE AND ANY PRODUCTS OR SERVICES RELATED THERETO ARE PROVIDED AS IS AND AS AVAILABLE WITH NO WARRANTY.**

7.2   Support. During the Support Period, Shimmer will provide support and maintenance for Software in accordance with Shimmer's then current support policy. Support Period means (a) one (1) year after the date of delivery of Fee Based Software, (b) ninety days (90) after the date of delivery of the hardware supported by Free Software and (c) in either case, any additional

period for which Licensee purchases extended support.

7.3 Exclusive Remedy. For any breach of the warranties with respect to Fee Based Software in Section 7.1, Licensee's exclusive remedy and Shimmer's entire liability, will be to: (a) procure for Licensee the right to continue to use the Fee Based Software, (b) replace or modify the affected Fee Based Software so that it conforms with Section 7.1 or (c) if Shimmer is unable to do either of the foregoing on a commercially reasonable basis, terminate this Agreement and provide Licensee with a pro-rata refund of any prepaid license fee, based upon the un-elapsed time from the termination date through the end of the prepaid term. Solely for purposes of determining the pro-rata refund, the term of Fee Based Software licensed on a perpetual basis will be three (3) years from the date of delivery.

7.4 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOFTWARE AND ANY OTHER PRODUCTS OR SERVICES RELATED THERETO, ARE PROVIDED AS IS AND AS AVAILABLE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHIMMER AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE AND LICENSEE'S USERS ASSUME ALL RESPONSIBILITY FOR THEIR USE OF THE SOFTWARE, AND SHIMMER ASSUMES NO RESPONSIBILITY FOR SUCH USE.

8. LIMITATIONS OF LIABILITY AND CONSEQUENTIAL DAMAGES.

8.1 FEE BASED SOFTWARE: IN NO EVENT WHETHER BASED UPON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE WILL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH DAMAGES). EACH PARTY'S AGGREGATE LIABILITY ON ALL CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ALL LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY SOFTWARE COVERED BY OR FURNISHED UNDER THIS AGREEMENT, EXCLUDING COLLECTION OF UNPAID FEES, WILL IN NO CASE EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO SHIMMER BY LICENSEE FOR THE AFFECTED SOFTWARE.

8.2 FREE SOFTWARE: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHIMMER WILL NOT BE LIABLE TO LICENSEE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY AND EVEN IF SHIMMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHIMMER WILL HAVE NO LIABILITY TO LICENSEE OR ITS USERS ARISING OUT OF OR IN CONNECTION WITH ITS USERS USE OF FREE SOFTWARE.

8.3 The invalidity, in whole or part, of any of the foregoing paragraph will not affect the remainder of such paragraph. The limitations and disclaimers of Shimmer's obligations and liabilities are intended to apply to the fullest extent permitted by law, and the invalidity of application thereof to any given circumstance will not affect such application to any other circumstance. Such limitations and disclaimers are intended to prevail over any provision in this Agreement to the contrary.

9. Confidentiality

10.1 Definition. "Proprietary or Confidential Information" will mean data or information

Shimmer Research Ltd:
The Realtime Building,
Clonshaugh Business & Technology Park,
Dublin, D17 H262
Ireland

T: +353 1 687 5760
F: +353 1 8487861
E: info@ShimmerSensing.com
W: www.ShimmerSensing.com

regarding: (i) either party's business operations which is not generally known to the public; (ii) either party's proprietary software or electronic media, including, but not limited to, concepts, designs, documentation, reports, data, specifications, source code, object code, flow charts, file record layouts, content formatting, databases, inventions, know-how, and other trade secrets, whether or not patentable or copyrightable; and (iii) the terms of this Agreement.

9.2   Use and Protection. Each party agrees that it has no interest in or right to use the Proprietary or Confidential Information of the other, except in accordance with the terms of this Agreement. The party receiving the Proprietary or Confidential Information will: (i) maintain it in strict confidence and take all reasonable steps to prevent its disclosure to third parties, except to the extent necessary to carry out the purposes of this Agreement, in which case consent will be obtained from the other party and these confidentiality restrictions will be imposed on third parties to whom such disclosures are made; (ii) use at least the same degree of care as it uses in maintaining the secrecy of its own Proprietary or Confidential Information (but no less than a reasonable degree of care); and (iii) prevent the removal of any proprietary, confidential, or copyright notices placed on the Proprietary or Confidential Information.

9.3   Limitation. Neither party will have any obligations concerning any Proprietary or Confidential Information of the other which is: (i) publicly known before or after disclosure other than through any wrongful act or omission attributable to the recipient, its employees or representatives; (ii) known to the recipient at the time of disclosure; (iii) disclosed in good faith to the recipient by a third party having a lawful right to do so; or (iv) required to be disclosed by the receiving party by law or legal process, provided that the receiving party will immediately notify the disclosing party so that it can take steps to prevent or modify the terms of its disclosure. In furtherance and not in limitation of the foregoing, Licensee agrees that any technical and related information that Shimmer gathers periodically to facilitate the provision of software updates, product maintenance and support and other services to Licensee (if any), and to verify compliance with the terms of this Agreement, will not be considered Proprietary or Confidential Information unless Licensee has notified Shimmer in writing.

10.   Term; Termination.

10.1   Term. This Agreement will enter into force on the Effective Date and remain in effect until terminated as provided in this Section 10.

10.2   Termination with Cause. Either party will have the right to terminate this Agreement or the Order upon ten (10) days written notice if the other party is in breach of any term, condition, warranty or covenant of this Agreement or the Order, unless prior to expiration of such period the breaching party cures such breach. Licensee's non-payment of fees when due will constitute a material breach by Licensee.

11.   MISCELLANEOUS.

11.1   Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding that body of law known as conflicts of law, as though all acts or omissions related hereto occurred in such state. Each party hereby irrevocably agrees that any legal action or proceeding arising out of this Agreement will be brought only in the Superior Court of The Commonwealth of Massachusetts in and for Suffolk County or the United States District Court for the Eastern Division of the District of Massachusetts (or, if neither of such courts has subject matter jurisdiction over such dispute, in any other state or federal court located in the Commonwealth of Massachusetts).

11.2   Integration and Amendment. This Agreement and the Order contains the complete agreement between the parties. All previous and collateral agreements, representations, warranties, promises and conditions relating to the subject matter of this Agreement are

Shimmer Research Ltd:
The Realtime Building,
Clonshaugh Business & Technology Park,
Dublin, D17 H262
Ireland

T: +353 1 687 5760
F: +353 1 8487861
E: info@ShimmerSensing.com
W: www.ShimmerSensing.com

superseded by this Agreement. Any understanding, promise, representation, warranty or condition not incorporated in this Agreement will not be binding on either party. This Agreement may only be amended by a writing signed by both parties.

11.3   Waiver. Waiver by a party of any default by the other will not be deemed a waiver of any other default irrespective of whether such default is similar or a right at any time thereafter to require exact and strict compliance with the terms of this Agreement.

11.4   Notices. Any notice or communication required or permitted under this Agreement will be given in writing, sent by (i) personal delivery, (ii) nationally recognized overnight delivery service with proof of delivery, or (iii) facsimile (provided that such facsimile is contemporaneously followed and confirmed by nationally recognized overnight delivery service in the manner previously described), addressed to the address first set forth above.

11.5   Independent Contractor. Each party to this Agreement will be deemed an Independent Contractor. No provision of this Agreement or any act of the parties pursuant to this Agreement will be construed to express or imply a joint venture, partnership, or relationship other than licensor and licensee of the Software.

11.6   No Third Party Benefits. This Agreement is entered into solely for the respective benefit of the parties and their respective successors and assigns, and nothing in this Agreement will be construed as giving any entity other than the parties to this Agreement and their respective successors and permitted assigns, any right, remedy or claim under this Agreement.

11.7   Severability. If any term or condition of this Agreement is adjudged to be illegal or unenforceable, all other terms will remain in force, and the term or condition held illegal or unenforceable will remain in effect as far as possible in accordance with the intention of the parties.

11.8   Counterparts. This Agreement may be executed in counterparts, including counterpart transmitted by facsimile, each of which will be deemed an original, and all such counterparts will constitute one and the same agreement.

11.9   Section Headings. The section and subsection headings used herein are for reference and convenience only, and will not enter into the interpretation hereof.

11.10   Survival. The parties agree that the provisions of Sections 4, 5, 6, 7.4, 8, 9 and 11 of this Agreement will survive the expiration or earlier termination of this Agreement for any reason.

11.11   Assignment. This Agreement will be binding upon, and inure to the benefit of, Shimmer and Licensee and their respective legal representatives, successors and permitted assigns. Neither party will assign, sublicense or otherwise transfer any of its rights, or delegate any of its duties, hereunder, in whole or in part, without the prior written consent of the other party.

11.12   Credit Terms. All orders and shipments shall at all times be subject to the approval of Shimmer's credit department.   Shimmer reserves the right to decline to make shipment whenever, for any reason, there is doubt as to Licensee's financial responsibility and Shimmer shall not in such event be liable for breach or nonperformance of this Agreement.

11.13   Delays.   All shipping dates are approximate, and are based upon availability of materials, production schedules, and prompt receipt of all necessary information. Shimmer will not be liable for any damage, loss, fault, or expenses arising out of delays in shipment or other nonperformance of this Agreement caused by or imposed by: (a) strikes, fires, disasters, riots or acts of God, (b) acts of Licensee, (c) shortages of labor, fuel, power, materials, supplies, transportation or manufacturing facilities, (d) governmental action, (e) subcontractor delay, or (f) any other cause or condition beyond Shimmer's reasonable control. In the event of any such

Shimmer Research Ltd:
The Realtime Building,
Clonshaugh Business & Technology Park,
Dublin, D17 H262
Ireland

T: +353 1 687 5760
F: +353 1 8487861
E: info@ShimmerSensing.com
W: www.ShimmerSensing.com

delay or nonperformance, Shimmer may, at its option, and without liability, cancel all or any portion of this Agreement and/or extend any date upon which any performance hereunder is due.

11.14 <u>Termination, Cancellation and Changes</u>. Orders cannot be terminated, cancelled or modified, or shipment deferred after acceptance of Licensee's order by Shimmer, except with Shimmer's written consent and subject to conditions then agreed upon in writing.