

License Agreement

1.0 DEFINITIONS.

Licensee refers to the user of Alar Engineering Software, Inc. software.

Licensor refers to Alar Engineering Software Inc., (Alar), an Alberta Corporation whose mailing address is 2224 28th St S.W., Calgary, Alberta T3E 2H6, is referred to as “Licensor” in this agreement.

cfiXML – capital facilities industry extensible markup language – is a set of royalty-free, open-source license XML schemas developed by multiple industry groups, including DIPPR, Alar, NIST and FIATECH (see www.cfixml.org)

AlarX™ Adapter is a software component proprietary to Alar that, together with an appropriate software data mapping, facilitates and enables software programs to electronically exchange data according to standard cfiXML data exchange protocols.

Alar End User Software is end-user software provided by Licensor, such as an electronic version of an equipment data sheet, that end users may directly use or request Alar to customize on their behalf, including change of organization logo. Alar End User Software includes the embedded AlarX™ Adapter and technical documentation that allows the Licensee to verify and validate the data mapping from the Alar End User Software data storage to and from the cfiXML exchange files in the form of cfiXML Xpath fragments that are sufficiently detailed so that they may be independently validated against the open source cfiXML schemas. The Alar End User Software includes updates, new versions, the associated media, the printed materials, and the "online" or electronic documentation.

Alar Software includes both individual the AlarX™ Adapters and Alar End User Software which includes an embedded AlarX™ Adapter.

Licensee Software – Licensee’s proprietary software, including but not limited to, spreadsheets, databases and calculation software.

AlarX™ Licensee Software – Licensee Software that Licensee has requested Alar Technical Services to support cfiXML data exchange protocols using the AlarX™ Adapter. These services will include documentation that allows the Licensee to verify and validate the data mapping from the Licensee Software data storage to and from the cfiXML exchange files in the form of cfiXML Xpath fragments that may be validated against the open source cfiXML schemas.

Licensor Technical Services – Alar-provided technical services to create AlarX™ Licensee Software.

1.1 TECHNICAL SERVICES. End users may choose to use Alar End User Software directly, or may request Alar to provide software technical services to produce AlarX™ Licensee Software.

1.2 GRANT OF LICENSE. Upon installation of the AlarX™ Adapter on a single PC, for example as part of the Alar End User Software Installation or as part of AlarX™ Licensee Software, the Licensee is granted the royalty-free use of the AlarX™ Adapter and the Alar End User Software “as is” without support services for a period of 30 days from the date of software installation in accordance with the terms and conditions of this agreement.

After 30 days, the Licensee may extend the license for one-year periods by paying appropriate technology fees to Alar.

1.3 REDISTRIBUTION LICENSE. If a Licensee uses Licensor Technical Services to create AlarX™ Licensee Software and has paid appropriate technology fees for unlimited copies, then the Licensee may than also redistribute the AlarX™ Adapter for unlimited internal use and to an unlimited number of external customers as part

of AlarX™ Licensee Software distribution. As part of this redistribution license, the Licensee agrees to embed Licensor-provided software security protection protocols that prevents the AlarX™ Adapter from being used independently of the jointly created AlarX™ Licensee Software [see paragraph 2.0(e)].

2.0 DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- (a) **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the Alar Software.
- (b) **Separation of Components.** The Alar Software is licensed as a single product. With the exception of the rights granted for Redistribution (see paragraph 1.4), its component parts may not be separated for use on more than one computer.
- (c) **Rental.** You may not rent, lease, or lend the Alar Software to others.
- (d) **Support and Upgrade Services for licensed software.** The license fee includes technical support for the installation and operation of the Alar Software for the calendar year following your receipt of the software as described on and via www.AlarSoftware.com.
- (e) **Software Copy Protection Security.** The Alar Software is copy-protected through the use of software locking and license management software. For redistribution licenses, Licensee agrees to incorporate the needed security routines into Licensee's commercial software product to enforce restrictions on the use of the AlarX™ Adapter to work only with Licensee' Software. No software copy protection security limits will be imposed on Licensee Software that contains the AlarX™ Adapter.
- (f) **Software Transfer.** You may permanently transfer all of your rights under this agreement, provided you retain no copies, you transfer all of the Alar Software (including all component parts, the media and printed materials, any upgrades, this agreement, and the electronic license transferred using the license transfer functions), and the recipient agrees to the terms of this agreement. If the Alar Software is an upgrade, any transfer must include all prior versions of the Alar Software.
- (g) **Term and Termination.** Your license to use Alar Software is for the period that the technology fee has been paid, as long as you comply with the terms of this agreement.

Licensor may terminate this agreement if Licensee fails to comply with the terms and conditions of this agreement. In such event, you must destroy all copies of the Alar Software, all of its component parts and provide Licensor with a valid electronic license kill code as issued when the kill license function is used. Existing third party users may continue to use the Alar Redistributable Software Executable Components, but no third party users may be added.

2.1 UPGRADES. If the Alar Software is labeled as an upgrade, you must be properly licensed to use a product identified by Licensor as being eligible for the upgrade in order to use the Alar Software. Alar Software labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this agreement.

2.2 COPYRIGHT. All title and copyrights in and to the Alar Software (including but not limited to any images, photographs, text, and "applets" incorporated into the Alar Software), the accompanying printed materials, and any copies of the Alar Software are owned by Licensor and its suppliers. The Alar Software is protected by copyright laws and international treaty provisions. Therefore, you must treat the Alar Software like any other copyrighted material except that you may install the Alar Software on computers as per the number and type of licenses you have purchased. You may not copy the printed materials accompanying the Alar Software.

3.0 MISCELLANEOUS.

The laws of the province of Alberta, Canada govern this agreement

If this product was acquired outside Alberta, then local law may apply.

Should you have any questions concerning this agreement or Alar Software, you may contact Licensor at rurik.turton@alarsoftware.com.

3.1 THIRD PARTY INFRINGEMENT INDEMNIFICATION. Licensor warrants that Alar Software does not infringe on the copyright, patent, trade secrets or intellectual property of any third party. Licensor will at its own expense, defend any action and hold Licensee, its officers, directors, employees, members, and agents, harmless from and against all claims, liabilities, losses and damages based on a claim that any aspect of the Alar Software infringes any patents, copyrights, licenses, or trade secrets.

3.2 INDEMNIFICATION. Except as provided in this agreement, Licensee agrees to indemnify and hold Licensor, its suppliers, parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of Licensee's use of Alar Software.

3.3 ASSIGNMENT. Licensor may assign all ownership and intellectual property rights and obligations of this Alar Software to a Successor, provided such Successor agrees to abide by the terms and conditions of this agreement. In such event Licensor will provide written notice to Licensee for such Assignment

3.4 DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this agreement or Alar Software shall be submitted to nonbinding mediation under the *Commercial Mediation Rules* of the American Arbitration Association.

4.0 LIMITED WARRANTY

4.1 LIMITED WARRANTY. Licensor warrants that (a) the Alar Software will perform substantially in accordance with the accompanying written materials or electronic documentation for a period of ninety (90) days from the date of receipt, and (b) any Technical Support provided by Licensor shall be substantially as described in applicable written materials provided to you by Licensor, and Licensor support engineers will make commercially reasonable efforts to solve any problem issues. To the extent allowed by applicable law, implied warranties on the Alar Software, if any, are limited to ninety-(90) days.

4.2 UNITS AND MAPPING ACCURACY. As units conversion as well as data mapping between Alar Software, third party software and cfXML is configurable and can be customized. Licensee is responsible for verifying that all unit conversion and mappings accurately meet the Licensee's requirements. This applies to Alar Software whether customized or not. Licensor makes no warranty to the accuracy of the units and mappings.

4.3 CUSTOMER REMEDIES. Except as provided in this agreement, Licensor's and its suppliers' entire liability and your exclusive remedy shall be, at Licensor's option, either (a) return of the license fee paid, if any, on receipt of a valid license kill code or (b) repair or replacement of the Alar Software that does not meet Licensor's Limited Warranty and for which a valid license kill code is returned to Licensor with a copy of your receipt. This Limited Warranty is void if failure of the Alar Software has resulted from accident, abuse, or misapplication. Any replacement of the Alar Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

4.4 NO OTHER WARRANTIES. EXCEPT AS PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE ALAR SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

4.5 LIMITATION OF LIABILITY. EXCEPT AS PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE ALAR SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS PROVIDED IN THIS AGREEMENT, LICENSOR'S ENTIRE LIABILITY TO LICENSEE SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO LICENSOR FOR THE ALAR SOFTWARE

5.0 ACCEPTANCE OF AGREEMENT TERMS AND CONDITIONS. Upon installation of Alar Software, the Licensee is prompted to indicate their acceptance of the terms and conditions of this agreement in their entirety. While there is no fee to use Alar Software during the initial 30-day trial period, the acceptance of license terms and conditions during software installation indicates that the Licensee agrees to adhere to the terms and conditions of this agreement.

When the Licensee pays fees under this agreement Licensor agrees to adhere to the terms and conditions of this agreement.

May 21, 2010