



## SOFTWARE LICENSE

This Software License is provided to the Purchaser within the Software itself. A hardcopy is reproduced here for your reference.

### SOFTWARE LICENSE ("LICENSE")

PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THE SOFTWARE PURCHASED FROM ROCKSTAR DIGITAL. ROCKSTAR DIGITAL WILL LICENSE THE SOFTWARE TO PURCHASER ONLY IF PURCHASER FIRST ACCEPTS THESE TERMS. BY INSTALLING, COPYING, OR USING THIS SOFTWARE IN ANY WAY, PURCHASER IS ACKNOWLEDGING THAT PURCHASER HAS READ THIS LICENSE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. IF PURCHASER DOES NOT AGREE TO THE TERMS OF THIS LICENSE, PURCHASER MAY NOT INSTALL, COPY, OR OTHERWISE USE THIS SOFTWARE.

For the purposes of this License, the term "Software" means the original computer software program and all whole or partial copies of this software program in whatever form or media provided. The Software consists of, but is not limited to, machine-readable instructions, its components, manuals and other such documentation, data, audio-visual content, (such as images, text, recordings, or pictures), and all other related materials provided pursuant to the terms and conditions of this Agreement.

The Software is owned by Rockstar Digital or one of its subsidiaries and is protected by U.S. and international copyright laws and treaties, and is being licensed to Purchaser pursuant to the terms and conditions of this Agreement; in no event is the Software being sold.

Purchaser shall not acquire rights to the ownership, source code, or intellectual property rights of the software. Further, Purchaser covenants and warrants that it shall not duplicate, copy or transfer the software without the express consent of the Rockstar Digital. Purchaser agrees to maintain Rockstar Digital's copyright notice on the licensed software and to include the same on any authorized copies it makes. Purchaser agrees not to decompile, disassemble, decode or reverse engineer any software program delivered to Purchaser or any portion thereof.

This License constitutes the complete understanding regarding the use of this Software, and supersedes and replaces any prior oral or written communications between Purchaser and Rockstar Digital, and any prior software license agreement between Purchaser and Rockstar Digital.

1. Grant of license. Rockstar Digital hereby grants to Purchaser a nonexclusive license to (i) use the Software, and (ii) to make and install copies of the Software to support the level of use authorized, provided that Purchaser reproduces the copyright notice and any other legends of ownership on each copy, or partial copy, of the Software, subject to the usage limitations contained in the Agreement, if any. If the Agreement does not define usage limitations, Purchaser usage shall be limited to a single license to be used on a single main operating PC and a single redundant backup PC.

If the Software subject to this Agreement is an upgrade from the previous software, Purchaser authorization to use the previous software is hereby terminated. Purchaser will ensure that anyone who uses the Software does so only in accordance with the terms and conditions of this Agreement.

Data collected and/or stored by the Software shall be the Purchaser's property and Rockstar Digital shall have no claim or interest in such data.

Purchaser may not (i) use, copy, modify or distribute the Software except as provided in this License; (ii) reverse assemble, reverse compile, otherwise translate or create derivative works based upon the Software, except as specifically permitted by law without the possibility of contractual waiver; (iii) use the Software in a manner that does not comply with all applicable laws in the jurisdiction(s) in which Purchaser uses the Software; or (iv) sublicense, rent, lease or otherwise transfer the Software, except as allowed in this License. Modifications to the Software will void the Software warranty as provided in Section 6 below.

2. Transfer of Rights and Obligations. Purchaser may transfer all of its licensed rights and obligations under this License to a Related Party only by transferring a copy of this License and all copies of the Software to the Related Party. Upon such a transfer to a Related Party, Purchaser shall permanently delete all copies of the Software and have no further rights to use the Software in any manner. No other assignment of Purchaser licensed rights and obligations shall be permitted and any attempt to make such a disallowed transfer shall be void and of no effect.

For the purposes of this License, the phrase "Related Party" shall mean those entities that: (i) are wholly owned subsidiaries of Purchaser company, (ii) own at least a majority of the beneficial ownership of Purchaser company, or (iii) have at least a majority of their beneficial ownership owned by an entity that owns at least a majority of the beneficial ownership of Purchaser company.

3. Nondisclosure. The Software licensed hereunder is and will continue to be the exclusive proprietary property of Rockstar Digital. Purchaser agrees to use its best efforts to ensure that its employees, agents, representatives and consultants do not disclose the Software, or any part thereof, to any third party. In the event that Purchaser should use the Software to perform services for others, or need to allow its agents or consultants to use the Software in the manner contemplated hereby for the operation of the Equipment (as defined in the Agreement), Purchaser may disclose external or interface details as may be reasonably necessary to properly use the Software, but Purchaser may not disclose any design characteristics or implementation detail thereof. This nondisclosure obligation shall survive the termination of the Agreement and this License.

In the event of a breach or threatened breach by Purchaser or its agents, representatives or employees of the nondisclosure obligations of this License, Purchaser hereby agrees that Rockstar Digital will suffer irreparable harm for which there is no adequate remedy at law and, without limiting whatever other rights and remedies Rockstar Digital may have, Purchaser hereby consents to the issuance of an injunction in Rockstar Digital's favor enjoining any such breach of the nondisclosure obligations of the Agreement and this License by any court of competent jurisdiction. Further, Purchaser hereby agrees to pay Rockstar Digital for any and all fees and costs, including attorneys' fees, incurred by Rockstar Digital in enforcing the nondisclosure obligations of this Agreement.

4. Evidence of license. The Agreement along with this License is evidence that Purchaser is authorized to use this Software and is eligible for Support Services (as defined in Section 8 below).

5. Charges and Taxes. No charges are payable hereunder with respect to Purchaser's use of the Software as authorized by Section 1 above, or the Support Services or other services to be provided by Rockstar Digital pursuant to this license. Notwithstanding the foregoing, in the event Purchaser desires Software upgrades after the expiry of the Warranty period, such upgrades shall be purchased at additional charge.



If any authority imposes a duty, tax, levy or fee excluding those based on Rockstar Digital's net income that is based upon the provision of the license to use the Software that is contained herein, Purchaser agrees to pay that amount, or supply exemption documentation.

6. Warranty. Rockstar Digital acknowledges and agrees that the Software is being provided as part of an integrated hardware and software system referred to as the Equipment in the Agreement, and the Software and the other components of the Equipment are subject to the various warranties and requirements as set forth in the Agreement and its Attachments. Subject to the foregoing warranties and requirements, Rockstar Digital does not warrant uninterrupted or error-free operation of the Software. Purchaser is responsible for the results obtained from the use of the Software.

In the event Purchaser makes any change or modification to the Software, Purchaser agrees that such change and modification is the property of Rockstar Digital as derivative works of the Software. Furthermore, immediately upon Purchaser making any such change or modification to the Software, the foregoing warranty of Rockstar Digital with respect to such Software shall no longer apply, and Rockstar Digital shall have the right to charge Purchaser for any additional Support Services that Purchaser should request regarding such changes or modifications at Rockstar Digital's prevailing rates; however, Rockstar Digital shall be under no obligation to provide such services.

7. Limitation of liability. The parties acknowledge that warranties regarding the Software are subject to limitations set forth in Section 6 above and in the Agreement.

8. Support Services. Rockstar Digital will provide Support Services to Purchaser at no additional charge for one (1) year following the date of the Agreement or for such longer period of time in accordance with the Warranty or separate maintenance agreement. The charge for these services has been included in the Purchase Price for the Equipment. Such fees are based on total amount of authorizations granted for the Software. Purchaser may terminate Support Services for the Software at any time by giving Rockstar Digital written notice.

Support Services include the following: (i) support regarding the operation of the Software during Rockstar Digital normal business hours, (ii) best efforts through its central error correction activity at Rockstar Digital's office to correct errors, malfunctions or defects to the Software, and (iii) updates and enhancements of the Software which are made available to all other customers of Rockstar Digital pursuant to the Support Services at no additional cost. Support Services shall only extend to the most current version of the Software and any previous versions for only one hundred-eighty (180) days following the release of a new version.

Purchaser is responsible for: (i) the interface between the Software and all other software used by Purchaser, (ii) installing, managing, and operating any updates and enhancements delivered under this Agreement, (iii) payment to Rockstar Digital, within thirty (30) days from the date of receipt of the Invoice by Purchaser, for all Support Services which are requested by Purchaser and result from Purchaser modifications to the product or interfacing with Purchaser's hardware or software system, and (iv) incorporating all new releases of the Software when received.

During the warranty period and in addition to the Support Services, Rockstar Digital shall undertake the efforts necessary to promptly correct any failure of the Software to function in conformance with its warranty.

9. Termination. This License may be terminated in the following ways: (i) Purchaser may terminate this license by providing written notice in the event that Rockstar Digital materially breached the terms of this License, and where such material breach has not been cured within thirty (30) days following the provision of written notice of such material breach by Purchaser to Rockstar Digital, (ii) Rockstar Digital may terminate this License in the event that Purchaser does not pay the amounts which are due under this License or the Agreement entered into between Purchaser and Rockstar Digital, or in the event that Purchaser should, in any material respect, breach any of the terms of this License or the Agreement, and where such nonpayment or breach has not been cured within thirty (30) days after Purchaser receives notice thereof from Rockstar Digital.

If either party terminates this License for any reason (i) Purchaser will be obligated to pay Rockstar Digital all of the amounts which are due related to the Software and the Agreement, and (ii) Purchaser will certify in writing that Purchaser has removed the Software from Purchaser's systems and destroyed all copies. In no event shall Purchaser become entitled to any refund in the event of termination of this license, unless Purchaser terminates this License as a result of a material breach of the material terms of this License by Rockstar Digital, in which event Purchaser may be entitled to direct actual damages pursuant to the limitations of Section 7 herein and as described in the Agreement

10. General. Nothing in this license is intended to affect any statutory rights of consumers that cannot be waived or limited by contract. This License may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification extension or discharge is sought.

Purchaser agrees to comply with applicable export laws and regulations.

If any provision of this License is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such reformation shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under any circumstances.

This License shall be governed by the laws of the State of Michigan without regard to conflicts of law provisions, and Purchase consents to the exclusive jurisdiction of the state and federal courts sitting in the State of Michigan, except that Rockstar Digital shall have the right to commence, initiate or maintain any action, suit or litigation in the jurisdiction where Purchase is located or present, including with limitation, to seek and enforce any injunction against any violation or anticipated violation or Purchase of this License. Neither Purchase nor Rockstar Digital shall have any liability under this License for any delay in performance or failure to perform which delay or failure to perform is caused by circumstances which are beyond its reasonable control, including without out limitation acts of God, natural disaster, labor or material shortages, war, earthquakes, acts of terrorism, etc.