

SOFTWARE LICENSING AGREEMENT

These license terms are an AGREEMENT between TauTheta Instruments, LLC ("TauTheta"), and you, the Licensee. Please read these terms. They apply to the TauTheta software ("Software") and apply to any updates, supplements, internet-based services and support services. **By using the Software, you accept these terms. If you do not accept them, do not use the Software. Instead, return it unopened and unused to TauTheta for a refund or a credit. As described below, using the Software operates as consent to the transmission of certain computer information during activation, validation and any internet-based services. If you comply with all licensing terms, you have the following rights:**

1. Grant of License. In consideration for your payment, TauTheta grants to you a non-exclusive, non-transferable right to use TauTheta's Software. TauTheta reserves all rights not expressly granted to you. You are being granted a right to use the Software, the Software is not sold to you. You may use the Software only as expressly permitted in this agreement or by law. You may not work around any technical limitations in the Software, reverse engineer, decompile or disassemble the Software (except and only to the extent that applicable law expressly permits despite this limitation), use components of the Software to run applications not running on the Software, make more copies of the Software than specified in this Agreement (or allowed by applicable law despite this limitation), publish the Software for others to copy, rent, lease or lend the Software, or use the Software for commercial Software hosting services. You may make one backup copy of the Software for the sole purpose of use to reinstall the Software for your use only.

2. Upgrades: To use upgraded Software, you must first be licensed for the Software that is eligible for the upgrade. After you upgrade, you may no longer use the Software from which you upgraded.

3. Copy Restrictions. The Software and the accompanying written materials are copyrighted. Unauthorized copying of Software, including Software that has been modified, merged or included with other software, or the written materials provided to you, is expressly forbidden. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to abide by the terms of this License. Copyright notices must be posted on any and all reproduced copies.

4. Use Restrictions. As the Licensee, you may not physically or electronically transfer TauTheta Software from one computer device to another. You may not distribute copies of any copy of the Software or accompanying written materials to others. You may not modify, adapt, translate, reverse engineer, de-compile, disassemble, or create derivative works based on the Software or the written materials unless you receive permission to do so from TauTheta.

5. Termination. This License is effective until terminated. This License will terminate automatically without notice from TauTheta if you fail to comply with any provision of this License. Upon termination, you agree to destroy, delete or purge the written materials and all copies of the Software, including modified copies, if any.

6. Disclaimer of Warranties. THE SOFTWARE AND ACCOMPANYING MATERIALS (INCLUDING THE USER'S MANUAL) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF TAUTHETA HAS BEEN ADVISED OF THAT PURPOSE. TauTheta does not warrant, guarantee, or make any representation regarding the use, or the results of the use, of the Software or written materials in terms of correctness, accuracy, reliability, current revision, or otherwise. TauTheta specifically does not warrant the software after you assume the operation. If the Software or written materials are defective, you, the Licensee, and not TauTheta or its dealers, distributors, agents, or employees, assume the entire risk and costs of all necessary servicing, repair, or correction, except as stated in paragraph (7) below.

7. Defective Disks, Flash Drives or Chips. As the only warranty under this Agreement, TauTheta warrants that the disk(s), flash drives or chips on which the Software is recorded is free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of delivery as evidenced by a copy of the your receipt. TauTheta's entire liability and your exclusive remedy under this Agreement are at TauTheta's option, to either (a) return of payment as evidenced by a copy of your receipt or, (b) replacement of the disk, flash drives or chips that does not meet TauTheta's limited warranty and which is returned to TauTheta with a copy of the your receipt. If failure of the disk, flash drive or chip has resulted from accident, abuse, or misapplication, TauTheta will have no responsibility to either replace the disk, flash drive or chip, or refund payment. Any replacement disk or flash drive or chip will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. This warranty gives you limited, specific legal rights.

8. No Right to Rely. No oral or written information or advice given by TauTheta, its dealers, distributors, agents or employees will create a warranty or in any way increase the scope of TauTheta's obligations under this Agreement, and you may not rely on any such information or advice.

9. Limitation of Liability. Neither TauTheta nor anyone else who has been involved in the creation, production, or delivery of this product will be liable for any direct, indirect, consequential or incidental damages (including damages for loss of business profits, business interruption, loss of business information, possibility of such damages).

10. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software and documentation is provided with RESTRICTED AND LIMITED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subdivision (a)(13) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or `subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/manufacturer is TauTheta Instruments LLC 221 East Lincoln Avenue, Fort Collins, 80524. If applicable, TauTheta provides the following SBIR notice: These SBIR data are furnished with SBIR rights under Contract No._____ and subcontract____. For a period of 4 years after acceptance of all items to be delivered under this contract, the Government agrees to use these data for Government purposes only, and they shall not be disclosed outside the Government (including disclosure for procurement purposes) during such period without the permission of the Contractor, except that, subject to the foregoing use and disclosure prohibitions, such data may be disclosed for use by support Contractors. After the aforesaid 4-year period the Government has a royalty-free license to use, and to authorize others to use on its behalf, these data for Government purposes, but is relieved of all disclosure prohibitions and assumes no liability for unauthorized use of data by third parties. This Notice shall be affixed to any reproductions of these data, in whole or in part.

11. Governing Law. The laws of the State of Colorado govern this Agreement and any action brought to enforce this Agreement shall be brought within the State of Colorado.