

**SM SANDLER HOLDINGS, LLC
NISM SOFTWARE LICENSE AGREEMENT**

THIS NON-INVASIVE STABILITY MEASUREMENT ('NISM') SOFTWARE LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL DOCUMENT BETWEEN YOU (OR "CUSTOMER") AND SM SANDLER HOLDINGS, LLC ("PICOTEST"). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING AND USING YOUR NISM SOFTWARE (THE "NISM SOFTWARE").

THE NISM SOFTWARE IS THE PROPERTY OF SM SANDLER HOLDINGS, LLC AND IS PROTECTED BY COPYRIGHT. BY YOUR USE, INSTALLATION, TRANSFER OR TRANSMISSION OF THE NISM SOFTWARE, YOU (AS AN INDIVIDUAL OR AS AN ENTITY, AS THE CASE MAY BE) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WANT TO BE BOUND BY THE TERMS OF THIS AGREEMENT, SM SANDLER HOLDINGS, LLC IS UNWILLING TO LICENSE THE NISM SOFTWARE TO YOU, IN WHICH EVENT YOU MUST PROMPTLY DELETE THE NISM SOFTWARE WITHIN 10 DAYS AND DELETE/DESTROY ANY AND ALL COPIES OF ANY PORTION THEREOF IN YOUR POSSESSION OR THAT YOU MAY HAVE STORED OR TRANSFERRED, DIRECTLY OR INDIRECTLY.

BY USING THE NISM SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND ACCEPT ALL OF ITS TERMS. YOUR REGISTRATION INFORMATION IS PROOF THAT YOU ARE A LICENSED USER. PLEASE TREAT IT AS VALUABLE PROPERTY.

1. GRANT OF LICENSE. So long as you comply in full with all the terms of this Agreement, SM Sandler Holdings, LLC grants to you the nonexclusive, non-transferable, limited right to use the NISM Software and documentation ("Product"). SM Sandler Holdings, LLC reserves the right to terminate your rights under this Agreement and to seek any other legal remedies if you violate any provision hereof and, in the event of such termination, you agree to return the enclosed Product and all copies thereof to SM Sandler Holdings, LLC and to delete/destroy all portions of the NISM Software from all electronic storage media wherever located. The Product is the exclusive property of SM Sandler Holdings, LLC. The NISM Software, which may include user documentation provided with the NISM Software or in electronic form, is licensed as a single Product.

A. SINGLE USER LICENSE. SM Sandler Holdings, LLC grants to you the nonexclusive, nontransferable, limited right to use (or in the event of a business entity licensee, to allow your on-site employees to use) one copy of the Product. For avoidance of doubt, and without limiting any other provision of this Agreement, use of (and/or access to) the NISM Software is limited to your on-site employees, and under no circumstances may you use or permit the use of (or the accessing, copying, installation, transfer or transmission of) the NISM Software by (or to) other persons or users of any kind, whether inside or outside of your organization.

B. MULTI-USER AND NETWORK LICENSES. If you have multi-user license ("Licenses") for the NISM Software, as indicated on the invoice(s), then, and only then, SM Sandler Holdings, LLC grants to you (or in the event of a business entity licensee, to your on-site employees) the nonexclusive, nontransferable, limited right to have "in use" at any time as many copies of the NISM Software as you have paid up and current Licenses. For avoidance of doubt, and without limiting any other provision of this Agreement, use of (and/or access to) the NISM Software is limited to your on-site employees, and under no circumstances may you use or permit the use of (or the accessing, copying, installation, transfer, or transmission of) the NISM Software by (or to) other persons or users of any kind, whether inside or outside of your organization.

2. COPYRIGHT. This Product and any copies thereof are owned by SM Sandler Holdings, LLC and are protected by United States copyright laws and international treaty provisions. You may (a) make no more than one (1) copy of the NISM Software (solely for backup or archival purposes), or (b) copy the NISM Software to a single hard disk or other permanent memory within your single CPU computer, provided you keep the original and no more than one other copy solely for backup or archival purposes. You agree not to display, transfer, transmit, disassemble, reverse engineer, decrypt, un-encrypt, decipher, sell, or distribute any copy of the Product (or any portion thereof) to others, even within your organization. You further agree to take all reasonable steps and to exercise due diligence to protect the Product and all portions thereof from unauthorized reproduction, publication, transfer, transmission, use, access and/or distribution. If the NISM Software or any portion thereof is copied to or used on a computer attached to a network, you must have a reasonable mechanism in place to ensure (and be able to verify) that neither the NISM Software nor any such portion thereof may be accessed, used, or copied in any manner by unlicensed persons.

3. OTHER RESTRICTIONS; PROTECTION OF LICENSED MATERIALS. You agree not to use, access, display, copy, modify, sell, translate, transmit, disassemble, reverse engineer, decrypt, un-encrypt, decipher, or transfer the enclosed Product or any copy or portion thereof (including, without limitation, any equations), in whole or in part, except as expressly provided for in this Agreement or with SM Sandler Holdings, LLC' specific and advance written consent. You agree not to reverse engineer, decompile, disassemble, or make any attempt to discover the source code or equations or any portion of the NISM Software or

any portion thereof or permit any third party to do so. You shall take all reasonable steps, both during and after the term of this Agreement, to insure that no unauthorized person(s) shall have access to the licensed Product and that no unauthorized copy, in whole or in part, in any form shall be made. Each licensed Product and documentation are the confidential and proprietary property of SM Sandler Holdings, LLC or third parties from whom SM Sandler Holdings, LLC has obtained rights. You receive no right to and will not sell, assign, lease, market, transfer, encumber, or otherwise suffer to exist any lien or security interest (other than those of SM Sandler Holdings, LLC) on, the licensed Product or documentation or any portion thereof or permit any third party to do so.

4. TERMINATION. SM Sandler Holdings, LLC may terminate this Agreement immediately upon your breach or default under or in connection with any provision of this Agreement. Your failure to adhere to the terms of this Agreement and perform your obligations hereunder shall constitute a default under this Agreement, as shall any failure to pay for all Licenses in full and on a timely basis and any insolvency, bankruptcy, reorganization, assignment for the benefit of creditors, or dissolution, liquidation, or other such winding up of your business.

5. LIMITED WARRANTY. THE ENCLOSED PRODUCT IS SOLD "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE PRODUCT IS ASSUMED BY YOU.

6. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SM SANDLER HOLDINGS, LLC OR ANYONE ELSE INVOLVED IN THE CREATION, PRODUCTION, DELIVERY, OR LICENSING OF THE PRODUCT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) REGARDLESS OF WHETHER SM SANDLER HOLDINGS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THAT ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE. WITH RESPECT TO MAINTENANCE, SM SANDLER HOLDINGS, LLC'S CUMULATIVE LIABILITY FOR ALL CAUSES OF ACTION SHALL BE LIMITED TO AND NOT EXCEED THE MAINTENANCE SERVICES FEE PAID BY CUSTOMER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

7. U.S.A. GOVERNMENT RESTRICTED RIGHTS. The Product includes "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and is provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUNE 1995) and 227.7202-3 (JUNE 1995). For further information, contact SM Sandler Holdings, LLC, 28715 N. 20th Ave. Phoenix, AZ 85085 U.S.A.

8. EXPORT LAWS. You acknowledge and agree that the NISM Software is subject to restrictions and controls imposed by the United States Export Administration Act (the "Act") and the regulations thereunder. You agree and certify that neither the licensed Product nor any direct product thereof is being or will be acquired, shipped, transferred or re-exported, directly or indirectly, into any country prohibited by the Act and the regulations thereunder or will be used for any purpose prohibited by the same. Without limiting the foregoing, you agree that you will not export or re-export (or permit to be exported or re-exported) the Product or any copy or portion thereof in any form without the express written consent of SM Sandler Holdings, LLC given in advance and that at all times you will obtain and maintain all appropriate or necessary United States and foreign government licenses and permits. You also agree that your obligations under this section will survive and continue after any termination or revocation of rights under this Agreement.

9. NOTICES. Notices to SM Sandler Holdings, LLC shall be sent to: 28715 N. 20th Ave. Phoenix, AZ 85085 U.S.A., Attn: Legal Department, or such new address as a party specifies to the other in writing.

10. ATTORNEYS' FEES; INJUNCTIVE RELIEF. In the event a party brings legal action against the other party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and expenses for any proceeding, at or before trial and upon appeal, in addition to any other relief deemed appropriate by the court or that may be available to SM Sandler Holdings, LLC under any law or regulation. You agree and acknowledge that a breach of any material term, condition or provision of this Agreement that provides for an obligation on your part other than the payment of money would result in severe and irreparable injury to SM Sandler Holdings, LLC, which injury could not be adequately compensated by an award of money damages, and you, therefore, agree and acknowledge that SM Sandler Holdings, LLC shall be entitled to injunctive relief in the event of your breach of any material term, condition or provision of this Agreement, and/or to enjoin or prevent such a breach, including without limitation an action for specific performance hereof, and you hereby irrevocably

consent to the issuance of any such injunction. The parties further agree that no bond or surety shall be required in connection therewith.

11. JURISDICTION AND VENUE. You agree to submit to exclusive jurisdiction in the federal and state courts located in Phoenix, Arizona, U.S.A. in the event of a dispute and in connection with any action, suit, proceeding, claim or counterclaim directly or indirectly arising out of, under or in any way relating to this Agreement, the Product or the obligations and transactions contemplated by this Agreement, and that any process in any suit or proceeding commenced in such courts under this Agreement may be served upon you personally or by certified or registered mail, return receipt requested, or by Federal Express or other courier service, with the same force and effect as if personally served upon the applicable party in Arizona and in the city or county in which such other court is located. You also hereby waive any claim that such jurisdiction is not a convenient forum (*forum nonconveniens*) for any such suit or proceeding and also hereby waive any defense of lack of *in personam* jurisdiction with respect thereto.

12. NO ASSIGNMENT. Customer shall not assign, delegate, or subcontract any portion of its rights, duties, or obligations under this Agreement and any attempt to do so shall be void.

13. GENERAL. This Agreement constitutes the entire agreement between the parties with respect to the use of the NISM Software and related documentation, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. This Agreement may not be modified, and no provision of this Agreement may be waived, unless a written amendment is signed by a CEO of SM Sandler Holdings, LLC. The terms and conditions of this Agreement are superseded by any NISM Software license agreement that has been signed by the parties. If you have any questions concerning this Agreement, or if you desire to contact SM Sandler Holdings, LLC for any reason, please do so in writing at the address listed below. SM Sandler Holdings, LLC and the NISM Software are trademarks of SM Sandler Holdings, LLC. All others are properties of their holders.

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