SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this "Agreement") is entered into as of the installation date of the software by and between nanotron Technologies GmbH, a German corporation with its principal office at Alt-Moabit 60a, 10555 Berlin, Germany ("nanotron"), and the licensee of this software, with reference to the following:

PREAMBLE
WHEREAS, nanotron has rights in certain proprietary software identified in Exhibit A (the "Software") for which Licensee wishes to acquire a license; and
WHEREAS, nanotron is willing to grant Licensee a license to the Software solely for use in connection with nanotron proprietary integrated circuit products ("nanotron Products") and solely upon the terms and conditions contained herein; use of the Software on products from other suppliers is expressly excluded and would be subject to a separate software license agreement (SLA);
NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

In addition to the definitions set forth above, the capitalized terms set forth below shall be defined as follows:

1.1 Authorized Location.
"Authorized Location" means the location(s) specified in Exhibit A, or, if none is specified, Licensee's principal place of business.

1.2 Derivative Work.
"Derivative Work" means any discrete modification to the Software made by Licensee pursuant to this agreement and any modified, altered, enhanced or adapted version of the Software, or derivative work thereof (as that term is defined under German copyright law) based on the Software.

1.3 Licensee Product.
"Licensee Product" means any system level product sold by Licensee that incorporates one or more units of the nanotron Product and the Software and includes other hardware and software provided by Licensee.

1.4 Source Code
"Source Code" means the computer source code of the Software actually furnished to Licensee hereunder.

2. LICENSE GRANT, OWNERSHIP

2.1 License Grants.
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(ii)   reproduce and distribute, in object code form only, copies of the Software or Derivative Works only as incorporated in Licensee Products to resellers, distributors and end users of such Licensee Products, and only if accompanied by an agreement that satisfies Section 2.2 below.

2.2 End-User Contract.
Licensee shall only furnish the Software or Derivative Works to resellers, distributors and end users pursuant to legally enforceable contracts that

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(ii)   disclaim all express and implied warranties on behalf of nanotron, and exclude liability of nanotron and its licensors for any special, indirect, exemplary, incidental or consequential damages; and

(iii)   prohibit the end user from
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  c. modifying the Software,
  d. attempting to reverse engineer, decompile or disassemble any portion of the Software, or
  e. exporting the Software or any underlying technology in contravention of any applicable German or foreign export laws and regulations.

2.3 Proprietary Notices.
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2.4 Ownership.
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2.5 No Other Rights Granted.
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3. NO WARRANTY OR SUPPORT

3.1 No Warranty.
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3.2 No Support.
Nothing in this agreement shall obligate nanotron to provide any support for the Software. nanotron may, but shall be under no obligation to, correct any defects in the Software and/or provide updates to licensees of the Software. Licensee shall make reasonable efforts to promptly report to nanotron any defects it finds in the Software, as an aid to creating improved revisions of the Software.

3.3 End User Support.
Licensee shall, at its own expense, be solely responsible for providing technical support and training to its customers for Licensee Products, and nanotron shall have no obligation with respect thereto. Licensee shall be solely responsible for, and nanotron shall have no obligation to honor, any warranties that Licensee provides to its customers or to end users with respect to the Software or Derivative Works. Licensee shall defend any claim against nanotron arising in connection with any such warranties, express, implied, statutory, or otherwise, and shall pay any settlements or damages awarded against nanotron that are based on any such warranties.

4. NANOTRON TRADEMARKS

4.1 nanotron Trademarks.
Licensee acknowledges that any symbols, trademarks, tradenames, copyrights and service marks adopted by nanotron to identify the Software belong to nanotron and that Licensee shall have no rights therein.

5. TERM AND TERMINATION

5.1 Term and Termination.
This Agreement shall become effective on the date first set forth above and shall remain in effect perpetually unless terminated as provided below. If Licensee defaults in a material obligation under this Agreement, nanotron may terminate and cancel this Agreement and the licenses granted hereunder upon written notice of termination given to Licensee. Licensee may terminate this Agreement at any time upon written notice to nanotron and fulfillment of its obligations under Section 5.2 herein.

5.2 Effect Of Termination.
Upon any termination of this Agreement, the rights and licenses granted to Licensee under this Agreement shall immediately terminate; provided, however, that sublicenses of the Software or Derivative Works in object code format, to the extent validly granted to end users pursuant to Section 2.1(ii) prior to termination of this Agreement, shall survive such termination subject to compliance with the obligations set forth herein. Upon termination, Licensee shall ship to nanotron, within thirty (30) days, all tangible items in its possession or control which are proprietary to nanotron; and Licensee shall destroy or return to nanotron, at nanotron's option, all copies of the Software and Derivative Works (including, without limitation, Source Code) in its possession or control.

5.3 Survival.
The provisions of Sections 1, 2.2, 2.3, 2.4, 2.5, 3, 4, 5, 6, 7, and 8 shall survive the termination of this Agreement.

6. CONFIDENTIALITY

6.1 Obligations.
Licensee acknowledges and agrees that the Software, any documentation relating to the Software, and any other information provided to Licensee by nanotron (which other information is marked as "proprietary" or "confidential", or, if disclosed visually or orally, is reduced to writing and similarly marked and delivered to Licensee within thirty (30) days of initial disclosure) hereunder (collectively, "Confidential Information") constitute the confidential and proprietary information of nanotron, and that Licensee's protection thereof is an essential condition to Licensee's use and possession of the Software. Licensee shall retain all Confidential Information in strict confidence and not disclose it to any third party or use it in any way except as permitted by this Agreement without nanotron's express written consent. Licensee will exercise at least the same amount of diligence in preserving the secrecy of the Confidential Information as the diligence used in preserving the secrecy of Licensee's own most valuable confidential information, but in no event less than reasonable diligence. The prohibitions contained in this section 6.1 preclude dissemination of Confidential Information to Licensee's subsidiaries, affiliates, contractors or subcontractors, except in the event of a permitted assignment pursuant to Section 8.1.

6.2 Exceptions.
Information shall not be considered Confidential Information if and to the extent that it:

(i)   was in the public domain at the time it was disclosed or has entered the public domain through no fault of Licensee;
(ii)   was known to Licensee, without restriction, at the time of disclosure as proven by the files of Licensee in existence at the time of disclosure; or
(iii)   becomes known to Licensee, without restriction, from a source other than nanotron without breach of this Agreement by Licensee and otherwise not in violation of nanotron's rights.

6.3 Source Code Protection.
Licensee shall not under any circumstances copy, duplicate or otherwise reproduce the Source Code in any manner except as provided herein. Licensee is granted the right to make one (1) archival or backup copy of

the Source Code, which shall be marked as an archival copy and as the confidential and proprietary property of nanotron to which access is restricted. Licensee agrees to inform all employees and contractors who are given access by Licensee to the Software, including the Source Code or any accompanying documentation, that such materials are confidential and trade secrets of nanotron licensed to Licensee as such. Licensee shall be fully responsible for the conduct of all its employees, agents and representatives who may in any way breach this Agreement.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL NANOTRON HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, EVEN IF NANOTRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. MISCELLANEOUS

8.1 Assignment.
This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however that Licensee may not assign this Agreement or any rights or obligation hereunder, directly or indirectly, by operation of law or otherwise, without the prior written consent of nanotron, and any such attempted assignment shall be void. Notwithstanding the foregoing,

(i)   Licensee may assign this Agreement to a successor to all or substantially all of its business or assets to which this Agreement relates that is not a competitor of nanotron, and

(ii)   Licensee shall have the right to transfer its rights hereunder to any company which is wholly owned by Licensee provided such successor or subsidiary agrees in writing to be bound by all the terms and conditions of this Agreement that are applicable to Licensee.

8.2 Notices.
All notices between the parties shall be in writing and shall be deemed to have been given if personally delivered or sent by certified or registered mail (return receipt), or telecopy confirmed in writing within five (5) days, to the addresses set forth in Exhibit A, or such other address as is provided by notice as set forth herein. Notices shall be deemed effective upon receipt or, if delivery is not effected by reason of some fault of the addressee, when tendered.

8.3 Governing Law; Venue.
This Agreement shall be governed by the laws of Germany without regard to any conflict-of-laws rules. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Berlin, Germany, and both parties hereby consent to such jurisdiction and venue.

8.4 Severability.
All terms and provisions of this Agreement shall, if possible, be construed in a manner which makes them valid, but in the event any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected if the illegal or unenforceable provision does not materially affect the intent of this Agreement. If the illegal or unenforceable provision materially affects the intent of the parties to this Agreement, this Agreement shall become terminated.

8.5 Equitable Relief.
Licensee hereby acknowledges that its breach of this Agreement would cause irreparable harm and significant injury to nanotron that may be difficult to ascertain and that a remedy at law would be inadequate. Accordingly, Licensee agrees that nanotron shall have the right to seek and obtain immediate injunctive relief to enforce obligations under the Agreement in addition to any other rights and remedies it may have.

8.6 Export Regulations.
Licensee agrees and warrants that it shall comply, at its own expense, with all corrupt practices acts, export laws, restrictions, national security controls and regulations of Germany and any applicable foreign agency or authority. Licensee shall not export or re-export, or authorize the export or re-export of the Software or any other product, technology, or information that Licensee obtains or learns hereunder, or any copy or direct product thereof, in violation of any of such laws, restrictions, or regulations or without any license or approval required thereunder. Any and all obligations of nanotron to provide Software or any media in which the Software is contained shall be subject in all respects to such laws, restrictions, and regulations.

8.7 Waiver.
The waiver of, or failure to enforce, any breach or default hereunder shall not constitute the waiver of any other or subsequent breach or default.

8.8 Entire Agreement.
This Agreement, along with the Schedule attached hereto, which is incorporated herein by reference, sets forth the entire Agreement between the parties and supersedes any and all prior proposals, agreements and representations between them, whether written or oral. This Agreement may be changed only by mutual agreement of the parties in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date the software was first installed.

Exhibit A

Exhibit A (this Exhibit) is an incorporated part of the Software License Agreement. This exhibit may be changed only by mutual agreement of the parties in writing.

1. "Software"

The term Software as used in the preamble of this Software License Agreement comprises the following nanotron software products and any other product, now and in future, that has been or will be derived from these products as well as any other software product that has been created or will be created by nanotron and is not listed in the following list of software:

swarm bee DK Plus Installer
swarm radio Embedded Firmware
sniffer radio Embedded Firmware
swarm PC Tool (PC Application)
sniffer Graphical User Interface (PC Application)
Sniffer Installer
Sniffer-c firmware
Sniffer-u firmware
Node Configuration Device (NCD)
OTA Configurator
Firmware Update Tool (PC Application)
nanotron Toolbox 3 installer
RTLS Tools
nanoLES-Live
nanoLES
nanoANQ-Configurator
nanoLES-Configurator
nanoLES-Controller
nanoLES Visualization Tool (Visitool)

2. "Authorized Location"

Unless otherwise stated in this Exhibit the authorized location is the Licensee's principal place of business.

3. "Address" (cf. Section 8.2 of the Software License Agreement)

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