ALD Systems, Inc.

End User License Agreement

IMPORTANT - READ CAREFULLY: This End User License Agreement ("Agreement") is a legal contract between you, either as an individual or a single entity ("you"), and ALD Systems, Inc. ("ALD SYSTEMS"), governing your use of the EID Mission Control software and related online or electronic documentation (such software and the documentation collectively referred to herein as the "Software").

YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY INSTALLING, ACTIVATING, COPYING OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, ACTIVATE, COPY OR USE THE SOFTWARE. This Agreement may be amended from time to time by notices posted on ALD SYSTEMSs web site http://www.ALDsystems.com, and you agree that by such notices you are given the opportunity to review any amendments to this Agreement and you agree to be bound to any changes to this Agreement if you continue to use the Software after such modification is posted.

1. LICENSE GRANT

The Software is licensed to you and not sold. Subject to the terms of this Agreement, ALD SYSTEMS hereby grants you a personal, non-exclusive, non-transferable (subject to Section 12) and non-sublicensable license to use the Software for your personal or internal purposes solely in connection with your use of ALD SYSTEMS hardware, and to make a reasonable number of copies of the Software for your personal or internal backup purposes for such use.

2. RESERVATION OF RIGHTS

You acknowledge that the Software is protected by copyrights and other intellectual property and proprietary rights. ALD SYSTEMS and its third party licensors ("Licensors") reserve all such rights with respect to the Software, except for the license expressly granted to you in Section 1. Except for such express license, no right, title, interest or license in or to the Software, whether by implication, estoppel or otherwise, is granted, assigned or transferred to you. You agree not to take any action that interferes, in any manner, with ALD SYSTEMS or its Licensors' rights with respect to the Software. In addition, title, ownership rights and intellectual property rights in and to any content accessed through the Software is the property of the applicable content owner and may be protected by applicable copyright or other law. This Agreement gives you no rights to such content.

3. RESTRICTIONS

You acknowledge and agree that you will not: (a) reproduce the Software, except as expressly permitted under Section 1; (b) modify, adapt, translate or create any derivative works of the Software; (c) attempt to circumvent or disable the Software or any technology features or measures in the Software by any means or in any manner; (d) attempt to decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Software; (e) distribute, encumber, sell, rent, lease, sublicense, or otherwise transfer, publish or disclose the Software to any third party (except as permitted under Section 12); or (f) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Software or used in connection with the Software.

4. UPDATES; NON PERSONALLY IDENTIFYABLE INFORMATION

You acknowledge that ALD SYSTEMS has no obligation to provide you with any support for Updates (as defined below) to the Software. However, ALD SYSTEMS may, from time to time, issue updated versions of the Software and the Software may automatically connect to ALD SYSTEMS or third-party servers via the Internet to check for available updates to the Software, such as bug fixes, patches, upgrades, enhanced functions, plug-ins and new versions (collectively, "Updates") and may either (1) automatically electronically update the version of the Software that you are using on your computer or (2) give you the option of downloading it. By installing the Software and not disabling the automated check for Updates, you hereby agree to automatically request and receive Updates from ALD SYSTEMS or third-party servers. You consent to such automatic upgrading, and agree that the terms and conditions of this Agreement will apply to all such Updates.

The Software may contain automatic communications features which relay certain non-personally identifiable information to ALD SYSTEMS in connection with the operation of the Software. This information may include your Software settings and what version of the Software you are using. ALD SYSTEMS may use this information for research purposes including statistical analysis of aggregate customer behavior.

5. REGISTRATION INFORMATION

As part of any product registration process, ALD SYSTEMS may request registration-related information, including your name and e-mail address. By providing this information, you consent to its collection and use by ALD SYSTEMS to provide non-promotional communications regarding the product purchased with the Software (the "Product"), including notices of availability of any free Updates, notices of Product recalls or notices regarding safety concerns. You may also have the opportunity to opt-in to receive promotional e-mails and materials from ALD SYSTEMS and its business partners. By choosing the opt-in option, you give your consent to receive such promotional materials from ALD SYSTEMS and its business partners until you exercise your option to unsubscribe from such communications. ALD SYSTEMS will not, at any time, share your registration information with third parties unless (a) specifically authorized by you, (b) as required by law or court order, (c) to third-parties providing related services for ALD SYSTEMS under appropriate obligations of confidentiality, (d) in connection with a legal process or (e) to an acquirer of all or substantially all of the stock or assets of ALD SYSTEMS or of the ALD SYSTEMS division to which this Agreement relates.

6. DISCLAIMER OF WARRANTY

THE SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALD SYSTEMS AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR LACK OF VIRUSUS. ALD SYSTEMS DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS OR BE ERROR FREE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU. YOU UNDERSTAND AND AGREE THAT ANY SOFTWARE, MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER, SYSTEM OR NETWORK, INCLUDING ANY LOSS OR CORRUPTION OF DATA.

7. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ALD SYSTEMS OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, COMPUTER SYSTEM FAILURE, MALFUNCTION OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF ALD SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT WILL ALD SYSTEMSS TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN CONNECTION WITH THE SOFTWARE EXCEED \$25. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

ALD SYSTEMS IS NOT RESPONSIBLE OR LIABLE FOR ANY INFECTIONS OR CONTAMINATION OF YOUR SYSTEM, DAMAGE TO YOUR SYSTEM, OR DELAYS, INACCURACES, ERRORS OR OMISSIONS ARISING OUT OF YOUR USE OF THE SOFTWARE. THE SOFTWARE IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATIONS SYSTEMS OR AIR TRAFFIC CONTROL MACHINES OR ANY OTHER MACHINES IN WHICH CASE THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONALY INJURY OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

8. U.S. GOVERNMENT RESTRICTED RIGHTS

The Software is provided with restricted rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (b)(3)(iii) of The Rights in Technical Data and Computer Software clause of DFARS 252.227-7013 or subparagraphs (b)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is ALD Systems, Inc., 1779 Wells Branch Pkwy STE 110B-347, Austin, TX 78728.

9. EXPORT RESTRICTIONS

ALD SYSTEMS makes no representation that the Software is appropriate for use in your country of use. You acknowledge that none of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported into (or to a national or resident of) any countries subject to U.S. trade embargo, or anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By using the Software, you are agreeing to the foregoing, and are representing and warranting that you are not located in or under the control of a national or resident of any such country or on any such list.

10. INDEMNITY

You hereby agree to indemnify, defend and hold ALD SYSTEMS and its Licensors harmless from and against any and all liabilities, damages, claims, fines and expenses (including reasonable attorneys' fees and costs) arising out of any breach of this Agreement by you.

11. TERMINATION

Without prejudice to any other ALD SYSTEMS rights, this Agreement will terminate automatically without notice if you fail to comply with your obligations under this Agreement. Upon termination, you must immediately cease all use of the Software and destroy all copies of the Software. In addition to any other remedy available to ALD SYSTEMS, you agree that ALD SYSTEMS may seek immediate injunctive relief in the event of a breach of this Agreement by you.

12. TRANSFER

You may not assign or otherwise transfer, by operation of law or otherwise, this Agreement or the Software. Notwithstanding the foregoing, you may permanently transfer all your rights under this Agreement to a buyer of the ALD SYSTEMS hardware with which this Software was bundled, provided (a) such buyer agrees to assume all of your obligations under this Agreement, and (b) you transfer all copies of the Software to such buyer and cease all use of the Software. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and assigns.

13. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings. This Agreement may be amended only by a writing signed by both parties. This Agreement will be governed by the laws of the State of Texas, without regard to conflicts of law provisions, and you consent to the exclusive jurisdiction of the state and federal courts sitting in the State of Texas. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. If any provision of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such provision will be modified to the extent necessary to render it enforceable without losing its intent or severed from this Agreement if no such modification is possible, and other provisions of this Agreement will remain in full force and effect. A waiver by either party of any term or condition of this Agreement will be enforceable notwithstanding such termination. Neither party will be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control. If any dispute arises under this Agreement, the ALD SYSTEMS will be reimbursed by the other party for any and all legal fees and costs associated therewith.