END-USER LICENSE AGREEMENT FOR SQL POWER SOFTWARE

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1. GRANT OF LICENSE

This SPEULA grants you the following rights:

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(b) <u>Client Application Software License Pack</u>. If this package is a SQL POWER Client Application Software License Pack, you may RUN unlimited copies of the computer software portion of the SOFTWARE PRODUCT. You are also entitled to make a corresponding number of secondary copies for portable computer use as specified above.

(c) <u>Reservation of Rights</u>. All rights not expressly granted are reserved by SQL POWER.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

(a) <u>Academic Edition Software</u>. If the SOFTWARE PRODUCT is identified as "Academic Edition" or "AE," you must be a "Qualified Educational User" to use the SOFTWARE PRODUCT. If you are not a Qualified Educational User, you have no rights under this SPEULA. To determine whether you are a Qualified Educational User, please contact SQL POWER Group Inc., 4950 Yonge St., Suite 2200, Toronto, Ontario, Canada M2N 6K1.

(b) <u>Not for Resale Software</u>. If the SOFTWARE PRODUCT is labeled "Not For Resale" or "NFR," then, notwithstanding other sections of this SPEULA, your use

of the SOFTWARE PRODUCT is limited to use for demonstration, test, or evaluation purposes and you may not resell, or otherwise transfer for value, the SOFTWARE PRODUCT.

(c)   <u>Limitations on Reverse Engineering, Decompilation, and Disassembly</u>. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

(d)   <u>Separation of Components</u>. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one COMPUTER.

(e)   <u>Trademarks</u>. This SPEULA does not grant you any rights in connection with any trademarks or service marks of SQL POWER.

(f)   <u>Rental</u>. You may not rent, lease, or lend the SOFTWARE PRODUCT.

(g)   <u>Support Services</u>. SQL POWER will provide you with the support services related to the SOFTWARE PRODUCT described in Schedule "A" ("SUPPORT SERVICES") at the price specified herein. Any supplemental software code provided to you as part of the SUPPORT SERVICES shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this SPEULA. With respect to technical information you provide to SQL POWER as part of the SUPPORT SERVICES, SQL POWER may use such information for its business purposes, including for product support and development. SQL POWER will not utilize such technical information in a form that personally identifies you. You may terminate SUPPORT SERVICES at any time (a) without cause, upon ninety (90) days' prior written notice; and (b) immediately upon notice if you fail to provide SUPPORT SERVICES in a commercially reasonable manner and in accordance with industry standards and fail to remedy such failure within ten (10) days following receipt of written notice thereof from you. If you terminate SUPPORT SERVICES pursuant to clause (b) or if SQL POWER ceases to carry on business, makes an assignment for the benefit of creditors, makes a proposal under any bankruptcy or similar legislation or any proceeding is initiated by or against SQL POWER to declare it bankrupt or insolvent or seeking liquidation, winding-up, reorganization, arrangement, composition of SQL POWER or its debts (where, in the case of a third party proceeding, such proceeding has not been dismissed within thirty (30) days) or a receiver or trustee is appointed over SQL POWER or a substantial portion of its assets, you shall immediately have the right to obtain a current copy of the source code version of the SOFTWARE PRODUCT under the source code escrow agreement among you, SQL POWER and Iron Mountain, and you shall have a perpetual non-exclusive license to use the SOFTWARE PRODUCT in object code and source code versions on the terms set out in herein and shall have the right to modify the SOFTWARE PRODUCT.

(h)   <u>Termination</u>. Without prejudice to any other rights, SQL POWER may terminate this SPEULA if you fail to comply with the terms and conditions of this

SPEULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts or return them to SQL POWER.

3. UPGRADES

If the SOFTWARE PRODUCT is labeled as an upgrade, you must be properly licensed to use a product identified by SQL POWER as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements (and may disable) the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this SPEULA. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one COMPUTER.

4. COPYRIGHT

All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by SQL POWER or its suppliers. All title and intellectual property rights in and to the content that may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This SPEULA grants you no rights to use such content. If this SOFTWARE PRODUCT contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy the printed materials accompanying the SOFTWARE PRODUCT.

5. BACKUP COPY

After installation of one copy of the SOFTWARE PRODUCT pursuant to this SPEULA, you may keep the original media on which the SOFTWARE PRODUCT was provided by SQL POWER solely for backup or archival purposes. If the original media is required to use the SOFTWARE PRODUCT on the COMPUTER, you may make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes. Except as expressly provided in this SPEULA, you may not otherwise make copies of the SOFTWARE PRODUCT or the printed materials accompanying the SOFTWARE PRODUCT.

6. SQL POWER INTELLECTUAL PROPERTY INDEMNITY

SQL POWER will defend, indemnify and hold you harmless against any claim, suit or proceeding (including reasonable costs and attorney's fees) brought against you if it is based on a claim that the SOFTWARE PRODUCT infringes any intellectual property right enforceable in Canada or a trade secret provided however that you: (i) give SQL POWER prompt written notice of any such claim; (ii) allow SQL POWER to control the defense and settlement of such claim' and (iii) provide SQL POWER with all information and assistance for defense and settlement of such claim.

SQL POWER will pay any settlement costs and damages awarded after final and enforceable judicial decision but will not be responsible for any settlement or compromise made without its consent.

Should the SOFTWARE PRODUCT give rise or in SQL POWER's opinion be likely to give rise to any such claim, SQL POWER shall, at its option and expense either:

(a)   procure for you the right to continue using the SOFTWARE PRODUCT;

(b)   replace or modify the SOFTWARE PRODUCT so that it becomes non-infringing; or

(c)   terminate all or part of this Agreement with respect to such SOFTWARE PRODUCT and refund to you an amount equal to the license fees paid by you to SQL POWER for such SOFTWARE PRODUCT.

SQL POWER shall have no obligation to you if any alleged infringement of any intellectual property rights is based upon:

(i)   use of a modified version of the SOFTWARE PRODUCT;

(ii)   use of the SOFTWARE PRODUCT in connection or in combination with any equipment, device or software not delivered by SQL POWER and not forming part of the Operating Environment (as hereinafter defined);

(iii)   use of the SOFTWARE PRODUCT in a manner for which it was not intended; or

(iv)   use of other than the most current release of the SOFTWARE PRODUCT if such claim would have been prevented by the use of such release.

The foregoing states your sole and exclusive remedy with respect to claims of infringement of third party proprietary rights of any kind.

7.   MISCELLANEOUS

If you acquired this SOFTWARE PRODUCT in Canada or the United States, unless expressly prohibited by local law, this SPEULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If this SOFTWARE PRODUCT was acquired outside Canada or the United States, then local law may apply.

Should you have any questions concerning this SPEULA, or if you desire to contact SQL POWER for any reason, please contact SQL POWER Group Inc., 4950 Yonge St., Suite 2110, Toronto, Ontario, Canada M2N 6K1

(a)   <u>LIMITED WARRANTY FOR SOFTWARE PRODUCTS ACQUIRED IN THE U.S. AND CANADA</u>. SQL POWER warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials and will be compatible with the hardware and software

constituting the operating environment established under the Statement of Work attached to the Consulting Agreement between you and UBMatrix Inc. dated on or about the date hereof (the "Operating Environment") for a period of Ninety (90) days from the date of receipt, and (b) any SUPPORT SERVICES provided by SQL POWER shall be substantially as described in Schedule "A", and SQL POWER support engineers will make commercially reasonable efforts to solve any problem issues. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT, if any, are limited to ninety (90) days.

(b) CUSTOMER REMEDIES. SQL POWER's and its suppliers' entire liability and your exclusive remedy shall be, the repair of the SOFTWARE PRODUCT that does not meet SQL POWER's Limited Warranty. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication.

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(d) LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, in no event shall SQL POWER or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the SOFTWARE PRODUCT or the provision of or failure to provide SUPPORT SERVICES, even if SQL POWER has been advised of the possibility of such damages. In any case, SQL POWER's entire liability under any provision of this SPEULA shall be limited to the greater of all amounts paid by you hereunder or $10 CAD; provided, however that the foregoing limitation will not apply to Section 6 or Section e hereof. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

(e) CONFIDENTIALITY. In the course of performing this Agreement, the parties hereto may disclose to each other certain business and technical information of a confidential or proprietary nature (the "CONFIDENTIAL INFORMATION"). Such CONFIDENTIAL INFORMATION shall include this Agreement, all information concerning your business or affairs or those of SQL POWER (whether transmitted orally, in writing or through any electronic medium and

whether transmitted prior to or after the date of this Agreement) that are not known by or generally available to the public at large, including, without limitation, the other party's existing systems, technology, manuals, guides, specifications and programs, and those in development, customer lists, customer information, needs and requirements, business and financial information and all data received in confidence by SQL POWER, or you from third parties. All CONFIDENTIAL INFORMATION shall remain the sole property of the disclosing party, and the receiving party shall have no interest in or rights with respect thereto except as expressly set forth in this Agreement. Each party agrees to maintain all such CONFIDENTIAL INFORMATION in confidence to the same extent that it protects its own similar CONFIDENTIAL INFORMATION, which in no event will be less than the safeguards a reasonably prudent business would exercise in similar circumstances, and further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such information; provided, that either party may disclose the others' CONFIDENTIAL INFORMATION to its employees and advisors as reasonably required to perform its obligations or exercise its rights under this Agreement. Each party agrees to use the other party's CONFIDENTIAL INFORMATION only as necessary to perform its obligations or exercise its rights under this Agreement. The foregoing restriction on disclosure and use shall not apply with respect to any information included in the CONFIDENTIAL INFORMATION that: (i) was in the public domain at the time it was disclosed; (ii) enters the public domain other than by breach of this Agreement; (iii) is known to the receiving party at the time of its disclosure to it by the disclosing party; (iv) is disclosed to the receiving party by a third party who has the right to do so; or (v) is developed by the receiving party independently of any disclosure by the disclosing party hereunder. The parties hereto agree that the CONFIDENTIAL INFORMATION shall not be revealed to any third parties, other than disclosures to Affiliates to the extent permitted above, except as reasonably necessary in the exercise of the license rights granted to Customer and Customer's Affiliates hereunder, as required by applicable law or regulatory authorities or to third parties contemplating acquisition or merger with a party hereto if such third party executes a confidentiality agreement to hold the CONFIDENTIAL INFORMATION confidential and to use it solely for evaluation of the contemplated acquisition or merger.

SQL Power Support Offering

This document outlines the details of the SQL Power Support offering for all SQL Power software (incl. the Power*Loader and XBRL*Forms).

Support Services	
Major Releases	Yes
Maintenance Releases	Yes
Telephone/Email Support	Mon – Fri 9:00AM – 6:000PM EST
Remote Diagnostics	Yes
Guaranteed Response time	4 hour response time
On-site "Swat Team"	Yes – within 8 business hours

Major Releases
• Supported customers will automatically receive new point and major releases of the software.

Maintenance Release
• Supported customers will receive interim releases on a request basis.

Telephone/Email Support
• Telephone and Email support is available from 9:00AM to 6:00PM, Monday through Friday for all SQL Power supported customers.
• Customers will receive a response within 4 business hours.

Remote Diagnostics
• Supported Customers will be provided with remote diagnostic services. Upon the identification of a logged service call, SQL Power will access the system remotely to help identify and resolve the problem.

On-site "Swat Team"
• Supported customers can use the "Swat Team" for priority on-site assistance. They will receive:
• Priority availability of "Swat Team" resources for SQL Power software-specific on-site assistance.
• 8 business hour on-site response.
• The cost per hour for SQL Power on-site Support is $ 300.00 (Minimum 4 hour).

Support Costs
• **SQL Power annual Support** is available at 20% of the SQL Power software license list price.