

**TRC CONSULTANTS, L.C.**  
**PHDWIN END-USER SOFTWARE LICENSE AGREEMENT**

YOU MUST INDICATE THAT YOU HAVE READ AND UNDERSTOOD THIS END-USER SOFTWARE LICENSE AGREEMENT (THIS "AGREEMENT") BY CHECKING IN THE ABOVE BOX BEFORE CLICKING ON THE "I AGREE" BUTTON AT THE BOTTOM OF THIS PAGE TO INSTALL THE SOFTWARE.

BY CLICKING ON THE "I AGREE" BUTTON, YOU AGREE TO BECOME A PARTY TO AND BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT SUPERCEDES ALL PROPOSALS, PRIOR AGREEMENTS (ORAL OR WRITTEN), AND ANY OTHER COMMUNICATIONS BETWEEN YOU ("LICENSEE") AND TRC CONSULTANTS, L.C. ("SUPPLIER") OR ITS AFFILIATES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BECOME A PARTY TO AND BE BOUND BY THE TERMS AND CONDITIONS HEREOF, OR DO NOT HAVE THE AUTHORITY TO AGREE, YOU MUST CLICK ON THE "CANCEL" BUTTON.

The Software (as defined below) may ONLY be installed upon review of this Agreement and acceptance of the terms and conditions hereof. The manufacturer of the Software is TRC Consultants, L.C., with a principal place of business at 5806 Mesa Dr., Ste 215; Austin, Texas 78731.

- 1. Grant of License.** Subject to your compliance with the terms and conditions contained in this Agreement, Supplier grants to you as Licensee a limited, non-exclusive, non-assignable, non-transferable, non-sub-licensable and indivisible license (the "License") to use the accompanying proprietary binary software in machine-readable form together with any accompanying documentation (collectively, the "Software") for your internal use in accordance with applicable laws only, solely in accordance with the terms and conditions hereof, including without limitation the number of users, class of computer installation, and the term for which the corresponding fee or fees has been paid or as otherwise may be expressly permitted by Supplier in the case of evaluation licenses. A "**Standard License**" allows for the software to be installed as individual software installations on individual computers controlled by Licensee up to the number of installations purchased. All licenses not specifically designated otherwise and all licenses issued before April 1, 2004 are "Standard Licenses." A "**Floating Network License**" allows for a maximum number of concurrent software users on a single common network of computers controlled by Licensee. The maximum number of floating licenses is defined on the original purchase invoices and all subsequent purchase invoices only. A "**Multi-Instance (Citrix) License**" allows a user to configure a Citrix® server to which one or more users may connect and run the Software simultaneously on a single server computer. This option only includes Supplier's software. Additional software and corresponding licenses, including but not limited to a license to Citrix® software, are required, and Licensee is responsible for securing any such licenses.
- 2. Additional Requirements for Multi-Instance (Citrix) License.** The "Multi-Instance (Citrix) License" requires a "Floating Network License." The maximum limit of concurrent users for any Licensee is the maximum concurrent users licensed under any "Floating Network License." In addition, installations licensed under a "Standard License" will not be

counted against the “Floating Network License” concurrent user count. Installations licensed under a “Standard License” are not available to float and do not add to the maximum concurrent users under a “Multi-Instance (Citrix) License” or “Floating Network License.”

- 3. Ownership of the Software/Restricted Use.** The Software is subject to and protected by applicable copyright and other intellectual property laws and treaties. Supplier and/or its suppliers or licensors own all title and intellectual and other proprietary rights in and to the Software and all copies thereof, all of which contain valuable trade secrets of Supplier and/or its suppliers or licensors. This License is NOT a sale of the Software or any copy of it, nor a waiver of the rights of Supplier under the U.S. copyright laws or any other applicable laws. Supplier and its licensors retain all rights not expressly granted herein. This License does not include the right to sublicense the Software, and the License may not be assigned (by operation of law or otherwise) or otherwise transferred by you without the prior written consent of Supplier; any attempt to sublicense or assign this License shall be null and void. Without limiting the foregoing, you may not without the prior written consent of Supplier (a) sell, license, sublicense, lend, rent, lease, publish or otherwise transfer the Software or provide access to the Software on a service bureau or managed services basis or (b) provide, make available to, or permit use of the Software in whole or in part by any third party, unless such use by a third party is solely on your behalf, is in strict compliance with the License, and you remain liable for any breach of the License terms by such third party. Licensee acknowledges that the Software in source code form is guarded as a confidential trade secret of Supplier and/or its suppliers or licensors, and Licensee agrees and covenants not to reverse engineer, decipher, decompile, or disassemble the Software or any underlying ideas, algorithms, structure or organization of the Software, in whole or in part (except where this limitation is prohibited by law), incorporate the Software in whole or in part in any other software or product, or to attempt to do any of the foregoing, without the express prior written consent of Supplier. If Licensee develops any improvements relating to the Software (“Improvements”), Licensee shall immediately notify Supplier in writing describing the Improvements. Any Improvements shall be and remain property of Supplier; provided, however, that in the event any Improvements are deemed property of Licensee by operation of any applicable law, Supplier shall have a worldwide, irrevocable, exclusive, perpetual, and royalty-free license, with the right to grant sub-licenses to affiliates of Supplier and any other third parties to whom Supplier or its affiliates has granted (or will grant) rights and licenses for the use of the Software, to use, copy, make, sell, offer to sell, and import any Improvements. Without limiting the foregoing, Licensee agrees that it will not alter or attempt to alter or circumvent the unlock codes by which Supplier limits the number of authorized users of the Software. Licensee agrees to take adequate steps to protect Software from unauthorized disclosure or use. The Software is licensed as a single product. Its component parts may not be separated for uses other than those intended as expressed in the documentation accompany the Software. *[NRF note: Under current Chinese law, a technology import agreement (like this software license agreement) shall not contain provisions restricting the transferee from making improvements to the technologies provided by the transferor or restricting the transferee from using improved technologies. In addition, the improvements to the technologies shall belong to the party making the improvements.]*
- 4. Restriction on Copying.** You may not copy the Software or permit others to copy the Software, except you may make a single copy for backup or archival purposes. Any such

copy(ies) made by you shall be subject to this Agreement and shall contain all of Supplier's notices regarding copyrights, trademarks and other proprietary rights as contained in the Software originally provided to you. You may not remove any copyright, trademark, proprietary rights, disclaimer or warning notices included in or embedded in any part of the Software or in any copy you make of the Software.

- 5. Ownership of Accessed Content.** All title, ownership rights, and proprietary rights in and to the information and other content accessed, indexed and/or downloaded from the Internet and World Wide Web (“Web”) sites by operation of the Software (collectively, “Content”) are the property of the applicable Content owner, including, without limitation, Supplier, its affiliates, and any Internet or Web site Content providers (“Content Providers”). This License gives you no license, ownership, or similar rights with respect to any such Content.
- 6. Compliance.** You will certify in writing, upon reasonable request by Supplier that all use of the Software is in compliance with the terms of the License, indicating the number and type of Software licenses deployed at that time. You grant Supplier or its agent the right to perform a reasonable audit of your compliance during normal business hours. You agree to cooperate and provide Supplier with all records reasonably related to your compliance.
- 7. 60 Day Money Back Guarantee.** As Licensee, you have sixty days from the original License purchase date as provided on the invoice to return all copies of the Software for a full refund if purchased under the outright purchase option as stipulated on the invoice.
- 8. Limited Warranty; Exclusive Remedy.** Subject to Licensee’s compliance with the terms of the License, Supplier warrants that, for a period of sixty (60) days from the date of purchase as noted on the purchase invoice (the “Warranty Period”): a) the Software will perform substantially in accordance with its functional specifications as set forth in official documentation provided with the Software, and b) the media by which the Software is distributed will be free from defects in material and workmanship under normal use and service upon delivery. SUPPLIER’S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY SHALL BE, AT SUPPLIER’S SOLE OPTION: (A) RETURN OF THE PRICE PAID TO SUPPLIER FOR THE LICENSE, (B) COMMERCIALY REASONABLE EFFORTS TO REMEDY ANY NONCONFORMANCE, OR (C) REPAIR OR REPLACEMENT OF THE SOFTWARE MEDIA THAT DOES NOT MEET THE LIMITED WARRANTY AND WHICH IS RETURNED WITH A COPY OF YOUR RECEIPT. Any replacement Software or media will be warranted for the remainder of the Warranty Period. This Limited Warranty is void if failure of the Software or media has resulted from accident, abuse, or misapplication.
- 9. EXCLUSION OF ALL OTHER WARRANTIES.** EXCEPT AS SPECIFICALLY SET FORTH IN SECTIONS 7 AND 8, ABOVE, THE SOFTWARE IS LICENSED ON AN “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER AND ITS LICENSORS DISCLAIM ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, SPECIFICALLY INCLUDING ALL WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, COMPLETENESS OR CURRENTNESS, WITH RESPECT TO THE SOFTWARE AND/OR ANY RELATED SERVICES OR

ITEMS OFFERED, INCLUDING, WITHOUT LIMITATION, ANY END-USER SUPPORT SERVICES THAT MAY BE OFFERED, AND ANY CONTENT THAT MAY BE ACCESSED, INDEXED AND/OR DOWNLOADED BY OPERATION OF THE SOFTWARE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND YOU MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THE WARRANTY PERIOD (UNLESS LOCAL LAW PROVIDES OTHERWISE).

**10. Licensee Obligations and Indemnity.** Without limiting the foregoing, you are responsible for the supervision, management and control of the use of the Software and any output of the Software, including but not limited to properly installing the Software on your computer system, monitoring the appropriate use of the Software, and establishing adequate backup to prevent any adverse consequences in the event of Software malfunction. You assume responsibility for selecting the Software and the results achieved. Supplier does not warrant that your use of the Software will be uninterrupted or error-free. The entire risk as to the quality and performance of the Software and any related products and services and any content provided thereby remains with you and, should any of the foregoing prove defective or harmful, you assume the entire risk and cost of servicing, repair or correction. LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD SUPPLIER, ITS AFFILIATES AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ALL CAUSES OF ACTION, CLAIMS, SUITS, PROCEEDINGS, HEARINGS, ACTIONS, OBLIGATIONS, RISKS, LOSSES, LIABILITIES, COSTS, EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES), AWARDS, SETTLEMENTS, COMPROMISES, PENALTIES, AND DAMAGES ARISING OUT OF OR RELATED TO LICENSEES' BREACH OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE UNAUTHORIZED USE OR REPRODUCTION OF THE SOFTWARE BY THIRD PARTIES WHO OBTAINED ACCESS TO THE SOFTWARE AND/OR CREATE UNAUTHORIZED REPRODUCTIONS OF THE SOFTWARE AS A RESULT OF LICENSEE'S ACTIONS OR OMISSIONS IN VIOLATION OF ANY OF LICENSEE'S RIGHTS OR OBLIGATIONS HEREUNDER, INCLUDING WITHOUT LIMITATION THOSE SET FORTH IN SECTIONS 3, 4 AND 5 ABOVE). Under no circumstances shall Licensee settle, compromise, or consent to the entry of any judgment with respect to any claim, suit, proceeding, hearing, or action that is the subject of indemnification in connection with any third party under this Section 10 without the prior written consent of Supplier.

**11. Software Upgrades and Patches.** When Licensee receives an update, fix, or patch to the Software, Licensee accepts any additional or different terms and conditions that are applicable to such update, fix, or patch specified by Supplier. If no additional or different terms and conditions are provided, then the update, fix, or patch is subject solely to this Agreement. If the Software is replaced by an update, Licensee agrees to promptly discontinue use of the replaced Software. If the Software is an upgrade, fix or patch from a previous release, Licensee may use the Software only in conjunction with the original license. Upgrades, fixes and patches do not increase the number of user licenses.

**12. Limitations on Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER, ITS AFFILIATES, AND ANY LICENSORS, AGENTS, SUPPLIERS AND DISTRIBUTORS THEREOF, INCLUDING WITHOUT LIMITATION ANY CONTENT PROVIDERS, DISCLAIM ALL LIABILITY FOR, AND UNDER NO CIRCUMSTANCES SHALL BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR, ACTUAL OR ALLEGED DAMAGES OF ANY KIND OR CHARACTER (INCLUDING WITHOUT LIMITATION SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES), WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, LOSS OF DATA, LOSS OF PROFIT, LOSS OF USE, STOPPAGE OR INTERRUPTION OF BUSINESS, BREACH OF ANY TRADEMARKS, TRADE NAMES, TRADE SECRETS, COPYRIGHTS OR OTHER PROPRIETARY RIGHTS OF ANY THIRD PARTIES, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES OF ANY KIND, ARISING OUT OF OR RELATING TO THE USE OR PERFORMANCE OR NON-PERFORMANCE OF THE SOFTWARE AND/OR RELATED PRODUCTS AND SERVICES (INCLUDING, WITHOUT LIMITATION, THE RETRIEVAL AND DOWNLOADING OF CONTENT OR OTHER INFORMATION BY THE SOFTWARE OR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE THEREON). NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL SUPPLIER'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE SHALL EXCEED THE TOTAL AMOUNT RECEIVED BY SUPPLIER FOR THE PARTICULAR SOFTWARE GIVING RISE TO SUCH CLAIM(S). The parties agree that the limitations on liabilities set forth herein are agreed allocations of risk and such limitations will apply notwithstanding the failure of essential purpose of any limited remedy and even if a party has been advised of the possibility of any such failure or liability.

SUPPLIER SHALL NOT BE LIABLE TO YOU FOR ANY CLAIM BROUGHT MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION FOR SUCH CLAIM AROSE.

**13. Export.** The Software is subject to U.S. export laws as well as the laws of the country where it is delivered or used. You agree to abide by these laws. Licensee may not download or otherwise export or re-export the Software or any underlying information or technology except in full compliance with all United States and/or foreign laws and all other applicable laws and regulations. In particular, but without limitation, none of the Software or underlying information or technology may be downloaded or otherwise transported, disclosed, exported or re-exported (a) into restricted countries or to a national or resident of a restricted country (currently Cuba, Iraq, North Korea, Iran, Sudan, and Syria); (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders; or (c) for use in activities related to weapons of mass destruction, including but not limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. By downloading or using the Software, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any

such country or on any such list and you otherwise are in compliance with all such regulations. LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD SUPPLIER HARMLESS FOR ANY CLAIMS AGAINST OR DAMAGES INCURRED BY SUPPLIER AS A RESULT OF LICENSEE'S BREACH OF THE TERMS OF THIS SECTION.

- 14. U.S. Government Restricted Rights.** The Software and documentation are “commercial items” provided with “Restricted Rights.” Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) 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 C.F.R. §52.227-19, as applicable (and the successor clauses to any of the foregoing).
- 15. Registration and Filings.** If required by applicable laws, Licensee shall register or file this Agreement and/or the Software with the appropriate governmental authorities in the territory where Licensee is registered to carry out business and shall maintain such registration or filing throughout the term of this Agreement at the expense of Licensee. Further, at the request of Supplier, Licensee shall assist Supplier, at Supplier's expense and in the name of Supplier, to file and prosecute any documents as required by and in compliance with applicable laws with respect to the Software for the purpose of perfecting Supplier's title to, or filing for registration of intellectual property rights with respect to, the Software.
- 16. Specific Performance and Injunctive Relief.** Licensee agrees that irreparable damage may occur to Supplier in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached by Licensee. Licensee agrees that, in the event of any breach or threatened breach by Licensee of any of its covenants or obligations contained in this Agreement, Supplier shall be entitled (in addition to any other remedy that may be available to it whether in law or equity) to seek and obtain without interference or challenge from Licensee (a) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation and (b) an injunction restraining such breach or threatened breach. Licensee hereby agrees not to raise any objection to the availability of the equitable remedy of specific performance to prevent or restrain breaches of or threatened breaches of this Agreement by Licensee and to specifically enforce the terms and provisions of this Agreement to prevent breaches of or threatened breaches of, or to enforce compliance with, the covenants and obligations of Licensee under this Agreement. Licensee further agrees that neither Supplier nor any third party shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 16, and Licensee irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.
- 17. Confidentiality and Non-Disclosure.** Licensee shall, during the term of this Agreement and after the term of this Agreement (to the fullest extent permissible under applicable laws) upon receipt of the Software, hold in strict confidence and maintain the confidentiality of the Software, and not disclose the same to any third party, except to Licensee's officers, employees, agents, consultants and representatives on a strictly “need-to-know” basis for the purposes of performing the business of Licensee and their work responsibilities and subject to the terms and obligations stated herein. Licensee shall ensure that these obligations and

restrictions are known, understood, and agreed to by any permitted recipients of the Software and shall be fully liable and responsible for the violation and enforcement of such obligations and restrictions by any officers, employees, agents, consultants, and representatives of Licensee. Licensee may disclose information regarding the Software to the extent required by applicable laws. However, in such a case, before making the disclosure, Licensee shall give Supplier written notice within five (5) days of Licensee becoming aware of the requirement to disclose such information, and cooperate with Supplier regarding the form, nature, content, and purpose of such disclosure and any action which Supplier may take to challenge the validity of such requirement, shall request that the information so disclosed be treated, to the extent practicable, as confidential, and shall use its best endeavors to protect such information with at least the same care and discretion with respect to the disclosure and dissemination of such information as it would accord for its own confidential and proprietary information that it does not wish to disclose, publish, or disseminate.

- 18. Term and Termination of License.** This Agreement and the License granted in it shall continue until Supplier notifies you of its termination. Supplier may terminate the License granted at any time if you are in breach of any of this Agreement's terms and conditions. Upon any termination, or if you should give up your use and control of the computers on which the Software is installed, you agree to destroy all copies of the Software and any related materials in any form. The provisions set forth in Sections 3, 4, 8, 10, 12 to 14, and 16 to 22 shall survive termination.
- 19. No Partnership.** Nothing in this Agreement creates, or is deemed to create, any partnership, joint venture, agency or employer/employee relationship between Supplier and Licensee for any purpose. This Agreement has been entered into between Supplier and Licensee as independent contractors. Licensee may not enter into obligations with a third party on behalf of Supplier without Supplier's express written consent.
- 20. No Waiver.** No delay or omission on the part of Supplier in exercising any right or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or privilege preclude Supplier from any other or further exercise thereof or the exercise of any other right or privilege under this Agreement.
- 21. Governing Law; Exclusive Venue.** You acknowledge that Supplier is located in Texas and that the Software was in substantial part conceived, developed, or marketed by Supplier in the United States. Further, you acknowledge, agree and stipulate that the laws of the State of Texas bear a substantial relationship to this Agreement and that the selection of Texas law to govern this Agreement and the License of the Software hereunder is reasonable and appropriate, and you consent to the selection of such law to govern this Agreement and the relationship of the parties hereto. This Agreement has been agreed to only in the English language. This Agreement is made under, shall be governed by and construed in accordance with the laws of the State of Texas, U.S.A., without regard to conflicts of laws principles. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. ALL DISPUTES ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER

HEREOF SHALL BE LITIGATED IN THE FEDERAL OR STATE COURTS LOCATED IN SAN ANTONIO, BEXAR COUNTY, TEXAS.

**22. General.** YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND SUPPLIER AND SUPERSEDES ANY PROPOSAL, OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND SUPPLIER OR ITS AFFILIATES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. If any provision of this Agreement is held to be unenforceable in any jurisdiction for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and such decision shall not affect the enforceability (a) of such provision under other circumstances or jurisdictions, or (b) of the remaining provisions hereof under all circumstances or jurisdictions. Headings shall not be considered in interpreting this Agreement. This Agreement may be assigned and/or transferred by Supplier, and inures to the benefit of its assigns.