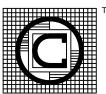# SOFTWARE LICENSE AGREEMENT

The CEDRA Corporation

All **CEDRA** Software, herein after referred to as **The CEDRA System**, is licensed on a nonexclusive, non-transferrable, nonrefundable license basis. Furthermore, **LICENSEES** of **The CEDRA System** agree to the following terms and conditions:

1. **The CEDRA System** is a trade secret technology and the proprietary information and product of **The CEDRA Corporation**. No title to or ownership of **The CEDRA System** or any of its parts is transferred to **LICENSEE**.

2. **LICENSEE** agrees to be bound by and observe the proprietary nature of **The CEDRA System** as herein provided, and to take appropriate action by instruction or agreement with its employees to fulfill its obligations and to treat all information concerning **The CEDRA System**, including software, documentation, and magnetic communication media, with maximum protection against unauthorized access or use.

3. **LICENSEE** agrees not to lease, sell, distribute, or make available **The CEDRA System** in whole or in part, in any form, to anyone without a prior written agreement between **LICENSEE** and **The CEDRA Corporation**.

4. **LICENSEE** agrees not to develop software that would be competitive with any **CEDRA Product Offerings**, nor to demonstrate or license **CEDRA Product Offerings** to competitors of **The CEDRA Corporation.**

5. **LICENSEE** agrees not to copy **The CEDRA System** accept as may be necessary for internal **LICENSEE** computing system backup purposes.

6. **LICENSEE** agrees not to circumvent the access control code nor to decompile, disassemble or reverse engineer the software of **The CEDRA System**.

7. **The CEDRA Corporation** does not warrant that **The CEDRA System** shall be error free, or satisfy **LICENSEE's** own specific requirements, and makes no warranties with respect to fitness and operability of modifications not provided by **The CEDRA Corporation**.

8. **LICENSEE** agrees that the application of **The CEDRA System** and interpretation of computational or graphic results thereof to any engineering work is solely the responsibility of **LICENSEE** as well as any domestic or international fees that may be applicable.

9. **LICENSEE** agrees that any software created from the use of **The CEDRA System** shall carry the "Copyright (c) 1985-2017 - **The CEDRA Corporation**" copyright notice.

10. **LICENSEE** acknowledges that this agreement does not provide for application or use support or any associated consulting or other assistance. Such support is available under a separate **Support Agreement**.

11. This **License Agreement** to remain effective until such time that **LICENSEE** wishes to terminate the use of **The CEDRA System**, or is found to have violated any of the above conditions, at which time this Agreement will be considered null and void. At such time the submitted material will be returned to **The CEDRA Corporation** with the acknowledgment that all backup copies as per Item 5 above have been destroyed.

™ ***The CEDRA Corporation***

1600 Moseley Road - Suite 500
Victor, New York 14564

Total CADD for Engineers ™

Bridging Engineering and GIS ™

Phone: (585) 414-6541
Fax: (585) 924-8614
E-mail: cedra @cedra.com
www.cedra.com