

ARGUS STANDARD LICENSE AND WARRANTY

(hereinafter "Agreement")

In this Agreement, "Argus" means Argus Controls Systems Ltd. "Purchaser" means the company, firm, individual or other party with whom Argus contracts, either by the acceptance of a purchase order or otherwise.

SOFTWARE LICENSE

"Software" includes any software which accompanies or forms part of any product sold by Argus, including but not limited to software installed on or forming part of its controls systems.

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Software is protected by copyright law and may not be reverse engineered, decompiled, disassembled, merged, modified, translated or be used in the creation of a derivative work.

SOFTWARE WARRANTY

Argus warrants the Software for a period of twelve (12) months from the date of substantial completion of the project in which the Software has been incorporated, or fourteen (14) months from the date of shipment from Argus, whichever comes first (hereafter the "Software Warranty Period"). The Software Warranty applies only if the Purchaser is the original licensee of the Software.

Argus warrants that the Software, if unaltered, will conform to its specifications during the Software Warranty Period. During the Software Warranty Period, Argus will, at its sole option, make the Software operate as warranted by making the necessary corrections or replacing the Software with functionally equivalent Software, or terminate this Agreement and refund the money paid by the Purchaser for the Software, upon return of all of copies of the Software. Argus does not warrant that any other defect will be corrected or that the operation of the Software will be uninterrupted or error-free.

Argus' obligations under this Software Warranty shall immediately cease in their entirety if the Software is improperly installed, abused, misused, neglected or altered, or if damaged by flood, fire, or any act of God. Any reconfiguration of the Software without the prior consent of Argus shall be considered tampering and will void the Software Warranty in its entirety.

HARDWARE WARRANTY

Argus warrants the Hardware for a period of twelve (12) months from the date of substantial completion of the project in which the Hardware has been incorporated, or fourteen (14) months from the date of shipment from Argus, whichever comes first (hereafter the "Hardware Warranty Period").

Argus warrants that the Hardware, if unaltered, will conform to its specifications during the Hardware Warranty Period. During the Hardware Warranty Period, Argus will, at its sole option, repair or replace defective parts with new or refurbished parts without charge for labor or parts. The Purchaser is responsible for all freight, customs and duty charges.

Argus' obligations under this Hardware Warranty shall immediately cease in their entirety if the Hardware if the Hardware, in whole or in part, has been subjected to accident, abuse, alteration, unusual physical or electrical stress, neglect or misuse, or if repair or replacement is required because of use outside the ordinary specifications.

THE SOFTWARE WARRANTY AND THE HARDWARE WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

DISCLAIMER OF DAMAGES AND LIABILITY

In no event shall Argus (which, for the purpose of this section of the Agreement includes its parent, subsidiaries, officers, directors, employees, agents and assigns), be liable for any special, consequential, indirect or similar damages, including but not limited to any lost profits or lost data arising out of the use or inability to use the Software or Hardware, even if Argus has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the foregoing limitation or exclusion may not apply to particular Purchasers. In no event shall Argus' liability for damages exceed the payment, if any, received by Argus for the unit of Software or Hardware forming the subject matter of a claim or dispute.

GENERAL

This Agreement shall be governed by the laws of the Province of British Columbia, in Canada, with the courts of the Province of British Columbia having exclusive jurisdiction.