SOILVISION SYSTEMS LTD. SOFTWARE LICENSE AGREEMENT

Read this License Agreement ("**Agreement**") between you (the "**Licensee**") and SoilVision Systems Ltd. ("**SVS**") carefully. By using the software licensed herein (the "**Software**") the Licensee agrees to be bound by the terms and conditions of this Agreement, including the limitations on the grant of license and the disclaimer of warranty contained herein. If the Licensee is not willing to be bound by all of the terms of this Agreement, the Licensee must promptly return the Software to SVS and delete any of the Software installed by the Licensee.

1) Grant of License

SVS grants to you a non-exclusive license (the "**License**") to use the Software subject to the terms of this Agreement. The copyright, intellectual property rights and all other rights in the Software shall remain with SVS. You must reproduce all copyright, trade-mark and other notices that are marked on the Software on all copies of the Software that you are permitted to make hereunder and on any report that is generated by the Software. The License will terminate automatically and immediately if you fail to comply with any of the terms and conditions herein.

2) Use of the Software

The Licensee may:

1. Use one copy of the Software locked to a single computer ("**Machine License**");

2. Use the Software on any one computer at a time using the USB security key provided by SVS ("**Portable License**");

3. Use the Software on a network ("**Network License**"), while allowing the Software to be run by as many simultaneous users on as any computers as the Licensee has purchased seats from SVS, where a "seat" represents permission for one (1) user to access the Software from the network at any one time; or

4. Install the student version of the Software ("**Student Software**") on a network, grant unlimited access to simultaneous users, and make or distribute unlimited copies of the Student Software, provided the Student Software is used exclusively for educational and learning purposes.

The Licensee may **not**:

1. Copy the documentation that accompanies the Software;

2. Modify or create any derivative works of the Software;

3. Decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Software;

4. Encumber, sell, rent, lease, or sublicense the Software;

5. With the exception of the Student Software, transfer or distribute the Software to others;

6. Use the Student Software for professional engineering practice;

7. Use an Academic license for professional engineering practice. An Academic license may be a Portable License, Machine License, or Network License purchased under an Academic Pricing agreement. Academic licenses are intended strictly for teaching and research purposes and are not authorized for use on consulting or legal case work;

8. Use Beta versions of the Software for professional engineering practice. Beta versions of the software are intended for development feedback and are not recommended or authorized for use on any commercial project influencing professional geotechnical design;

9. Remove or alter any trade mark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software;

10. Publish any results of benchmark tests run on the Software to a third party without SVS's prior express written consent; or

11. Use a previous version or copy of the Software after having received a disk replacement or upgraded version as a replacement of the prior version.

3) No Warranties

The Licensee assumes all risks and responsibilities for selection of the Software to achieve its intended results, and for the installation of, use of, and results obtained from the Software. SVS makes no warranty that the Software will be error free or free from interruption or failure. To the maximum extent permitted by applicable law, SVS disclaims all warranties, either express or implied, including but not limited to implied warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement with respect to the Software and the accompanying written materials. The Licensee acknowledges that the Software may not be or become available due to any number of factors including, without limitation, periodic system maintenance, scheduled or unscheduled, acts of God, technical failure of the Software, or telecommunications infrastructure. Therefore, SVS expressly disclaims any express or implied warranty regarding Software availability, accessibility or performance.

4) Limited Liability

The entire risk as to the results and performance of the Software is assumed by you. SVS shall not have any liability to you or any person or entity for any indirect, incidental, special or consequential damages whatsoever, including but not limited to loss of revenue or profit, lost or damaged data, business interruption, loss of goodwill, work stoppage, hardware or software failure or other commercial or economic loss, even if SVS has been advised of the possibility of such damages or they are foreseeable. SVS's maximum aggregate liability to you shall not exceed the amount paid by you for the Software, regardless of the number and/or type of claims made or damages incurred.

5) Return Policy

Within thirty (30) days of the Licensee's purchase of the License, the Licensee is entitled to request a refund of its purchase price, subject the following:

1. The Licensee will provide a written statement to SVS declaring its

intention to return the Software and the reasons for the return;

2. The Licensee will return the Software to SVS, along with all accompanying materials and documents, undamaged and in the condition in which they were received;

3. The Licensee will not retain and will destroy all output of the Software, including but not limited to models, graphic images, and any other output files created by the Licensee's use of the Software. SVS will not accept returns if any Software output has been used or published by the Licensee or a third party;

4. The Licensee will be charged a ten percent (10%) restocking fee upon return of the Software. Shipping charges are not refundable; and

5. Refunds will be granted at the discretion of SVS. SVS reserves the right to deny any and all refunds requested by its Licensees.

6) General

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This Agreement shall not be subject to *The Sale of Goods Act* (Saskatchewan). Any dispute between the Licensee and SVS will be subject to the exclusive venue of the courts of the Province of Saskatchewan. This Agreement may not be modified, amended or in any way altered except by an instrument in writing signed by the Licensee and SVS. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, such provision shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect. This Agreement is the entire agreement between you and SVS and supersedes any other communication or advertising with respect to the Software. Should you have any questions concerning this Agreement, please contact:

SoilVision Systems Ltd.
120 – 502 Wellman Crescent
Saskatoon, SK, Canada, S7T 0J1
www.soilvision.com/company/contact