

# The Guiding Light Signaling Systems Corp

## LICENSE TO USE TERMS AND CONDITIONS

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WHEREAS Licensee wishes to obtain the right to use the Licensor's Marshalling Wand system (the "Equipment").

NOW THEREFORE in consideration of the premises, covenants and agreements contained herein, the parties agree as follows:

### 1. LICENCE

#### 1.1 Grant

Subject to the terms of this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable, royalty free, license to use the Equipment.

#### 1.2 Fee

The Licensee shall pay Licensor **\$0.00** for use of its Equipment. The Licensee shall reimburse the Licensor for its share of the reasonable operating expenses for the Equipment during the Term, which expenses shall be specifically limited to utilities, repair and maintenance costs, and which expenses shall specifically exclude any technician or administrative costs. The Licensee shall pay shipping costs to and from the Licensor.

### 2. WARRANTY, LIABILITY, INDEMNITY

#### 2.1 No Warranties or Conditions

Licensor does not represent that the use of the Equipment by Licensee will produce any specific results, that the Equipment will be fit for any purpose, or that the Equipment will not cause any damage or harm, it being the intention of the parties that no liability whatsoever will attach to Licensor out of Licensee's use or inability to use the Equipment. Licensor expressly disclaims any implied warranty or condition of merchantability or fitness for a particular purpose with respect to the Equipment.

#### 2.2 No Recourse

Licensee shall have no recourse against Licensor, whether by way of any claim, suit or action for any loss, liability, damage, or cost that Licensee may suffer or incur at any time, by reason of its use or inability to use the Equipment.

#### 2.3 Limit on Liability

In no event will Licensor be liable to Licensee for any indirect, incidental, special or consequential damages whatsoever, including but not limited to loss of revenue or profit, lost or damaged data or other commercial or economic loss, arising out of any breach of this Agreement, any use or inability to use the Equipment, or any claim made by a third party, even if Licensor has been advised of the possibility of such damage or claim.

## 2.4 Indemnity

Licensee shall defend, indemnify and hold Licensor harmless from any Claim for any personal injury (including death) or loss of or damage to any property (including the Equipment) caused by any act or omission of Licensee, its licensed affiliates, sub-contractors, agents or employees (collectively the "Licensee's Representatives") in connection with or related to Licensee's or Licensee's Representatives' use of the Equipment.

## 3. TERM & TERMINATION

### 3.1 Term

This Agreement is indefinite, unless terminated earlier in accordance with the provisions of Subsection 3.2.

### 3.2 Termination by Licensee

Licensee may terminate this Agreement by written notice, which termination will be effective fifteen [15] days after receipt thereof.

### 3.3 Termination by Licensor

Licensor may terminate this Agreement by written notice to Licensee, to take effect immediately upon the receipt thereof, if:

- (a) Licensee commits or permits a breach of any of its covenants or obligations under this Agreement and Licensee has failed to remedy such breach within thirty [30] days after being required in writing to do so by Licensor;
- (b) Licensee becomes bankrupt or insolvent, or has a receiving order made against it, or makes an assignment for the benefit of creditors, or an order is made or a resolution is passed for the winding up of Licensee, or Licensee takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors; or
- (c) there is any change in the ownership, management or structure of Licensee which in Licensor's opinion, acting reasonably, would be inconsistent with the interests of the Licensor.

### 3.4 Consequence of Termination

Upon termination of this Agreement for any reason:

- (a) the rights and obligations under Section 2 (Warranty, Liability, Indemnity) or as otherwise noted in this Agreement or by implication required to survive, will survive termination of this Agreement;
- (b) Licensee's rights under this agreement shall immediately cease;
- (c) Licensor's rights under this agreement shall immediately cease;
- (d) Licensee shall deliver a detailed statement to Licensor of the inventory of all Licensor products located in the Equipment (the "Products") as of the date of termination;
- (e) Licensee shall immediately remove all Products from [ADDRESS WHERE EQUIPMENT IS LOCATED], and in any event no later than thirty [30] days following the termination date and return them to the Licensor. In the event the Products have not been removed by Licensee within such time period, Licensor may dispose of the Products at the expense of Licensee.

## **4. GENERAL**

### **4.1 Notice**

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by telecopier, telex or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed, in the case of notice to the Licensor as follows:

The Guiding Light Signaling Systems Corp.  
5769 Ellice Tr., Apple Valley, Minnesota, 55124, United States  
Attention: Steve Plaszcz  
Phone: 952-452-2127  
E-mail: steve.plaszcz@glssc corp.com

and in the case of notice to the Licensee, per contact information listed at the top of this agreement.

Any notice so given to the Licensor or the Licensee shall be deemed conclusively to have been given and received when so personally delivered or sent by telex, telecopier or other electronic communication or on the third business day following the sending thereof by private courier or mail. Any party hereto or others mentioned above may change any particulars of its address for notice by notice to the others in the manner aforesaid.

### **4.2 Severance**

In the event that any provision of this Agreement is invalid, unenforceable or illegal, then such provision shall be severed from this Agreement and this Agreement shall be read as if such provision were not part of this Agreement.

### **4.3 Applicable Law**

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of Minnesota and the United States of America as applicable.

### **4.4 Entire Agreement**

This Agreement constitutes the entire contract between the parties and supersedes any previous agreement or understanding between the parties with respect to this subject matter. This Agreement may only be amended in writing, signed by both parties, which expressly states the intention to amend this Agreement.

### **4.5 Assignment**

Either Party shall not, without the other Party's prior written consent, assign, delegate, pledge or otherwise transfer this Agreement, or any of its rights or obligations hereunder to any person.

### **4.6 Language**

The parties confirm that it is their wish that this Agreement as well as all other documents relating to this Agreement, including notices, be drawn up in English only.

#### 4.7 **Reverse-engineering**

All equipment provided by the Licensor is owned by the Licensor and are valuable trade secrets of the Licensor. The equipment is protected by United States Patent Law. The Licensee agrees not to reverse engineer, disassemble or otherwise attempt to discover the internal mechanical and/or electrical processing of the equipment.