LICENSE OF TECHNOLOGY

This Agreement for the License of Technology ("Agreement") is made as of the _____ day of _____, _____ by and between SoftPLC Corporation ("SoftPLC Corp") with offices at 25603 Red Brangus Drive, Spicewood, TX 78669, USA and _____ ("Licensee") with offices at _____ _____.

This document contains one exhibit, Exhibit A, entitled "Proprietary Technology" that identifies License Agreement specifics.

In consideration of the premises and mutual covenants contained herein, SoftPLC Corp and Licensee agree as follows:

1. **GRANT OF RIGHT**. Subject to the terms of this Agreement, SoftPLC Corp grants to Licensee a non-exclusive, limited license to use the SoftPLC Corp proprietary technology described in Exhibit A ("Proprietary Technology"). Such use shall be limited to the specific purposes identified in this Agreement. No other use of the SoftPLC Corp Proprietary Technology shall be permitted by Licensee without the prior written consent of a corporate officer of SoftPLC Corp. All such other uses shall be subject to a mutually agreeable written license agreement between SoftPLC Corp and Licensee.

   None of the rights or privileges granted by SoftPLC Corp hereunder shall be applicable to any parent, subsidiary, or affiliate of Licensee without the prior written consent of SoftPLC Corp.

2. **USE AND LIMITATIONS ON USE OF SOFTPLC Corp PROPRIETARY TECHNOLOGY**. Subject to the terms of this Agreement, Licensee may use the SoftPLC Corp Proprietary Technology to develop, verify, modify and test Licensee programs for the purposes described in Exhibit A (hereafter, "Products"). USE IS LIMITED TO THOSE PRODUCTS SPECIFICALLY IDENTIFIED IN EXHIBIT A.

   Licensee agrees not to use any trademark, trade name, or corporate name of SoftPLC Corp, or any contraction, abbreviations or simulations thereof on Products made, used, sold or otherwise distributed by Licensee, unless written authorization of same is obtained from SoftPLC Corp and signed by an officer of SoftPLC Corp. Further, Licensee will not hold itself out as having any affiliations with SoftPLC Corp or any Division, Group or other entity of SoftPLC Corp. No other use is permitted by this Agreement.

3. **CONSIDERATION; PAYMENT; TAXES**. As consideration for the supply by SoftPLC Corp of its Proprietary Technology to Licensee, Licensee shall pay to SoftPLC Corp or their authorized agent a one-time, non-refundable license fee identified in Exhibit A.

   All fees payable by Licensee must be paid under the terms and conditions of and by the due date specified on the invoice from SoftPLC Corp or the invoice from an authorized agent of SoftPLC Corp. All payments are net and Licensee shall pay all taxes, customs, duties, insurance, shipping or other charges.

4. **NON-DISCLOSURE**. All disclosures of information under this Agreement including, but not limited to the Proprietary Technology, are considered to be confidential by SoftPLC Corp.

   SoftPLC Corp will provide Licensee with one (1) copy of the Proprietary Technology listed in Exhibit A. Licensee shall not make any other copies of the Proprietary Technology without the written consent of SoftPLC Corp.

   Licensee shall treat Proprietary Technology with the same care it accords to its own confidential information and shall not disclose any SoftPLC Corp confidential information to any third party.

   The obligations of Licensee shall not apply to information (i) to the extent such information is or becomes published or otherwise generally available to the public, or (ii) which is independently developed by Licensee.

   All Proprietary Technology shall remain the property of SoftPLC Corp. Other than as provided under this Agreement, no license under any patent, copyright, trademark or trade secret is granted nor implied.

   Promptly after termination of this Agreement by either party, Licensee shall cease to use the Proprietary Technology and return all documents and other material comprising Proprietary Technology to SoftPLC Corp and/or destroy same, including any permitted copies of any such documents and media. Licensee agrees that these obligations of confidentiality shall survive any termination of this Agreement.

Licensee understands and acknowledges that violation of Licensee's obligations pursuant to this Article 4 may cause SoftPLC Corp irreparable harm and damage, which may not be recovered at law, and Licensee agrees that SoftPLC Corp's remedies for breach of this Agreement may be in equity by way of injunctive relief, as well as any other remedy available, either in law or equity.

5. **DISCLAIMERS**. All Proprietary Technology, and other confidential information supplied by SoftPLC Corp to Licensee, shall be provided on an "as is" basis with no warranties made as to the accuracy or completeness thereof. SOFTPLC CORP DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SOFTPLC CORP BE LIABLE FOR (i) LOST PROFITS, DOWNTIME, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR (ii) ANY PROPERTY DAMAGE ARISING OUT OF OR IN TORT INCLUDING NEGLIGENCE. DIRECT DAMAGES, IF ANY, SHALL BE LIMITED TO THE AMOUNT OF LICENSE FEES PAID HEREIN.

Nothing in this Agreement shall be construed as:

a) SoftPLC Corp conferring any license or other right, by implication, estoppel or otherwise, except as expressly provided in this Agreement.

b) requiring SoftPLC Corp to furnish or disclose to Licensee any technical or other information whatsoever except as identified in Exhibit A of this Agreement.

c) conferring any license or right with respect to any trademark, trade name or corporate name of SoftPLC Corp or any contraction, abbreviation or simulation thereof.

SoftPLC Corp makes no representation that the technology contemplated herein does not violate any patent, copyright, trade secret or other proprietary rights of any third party.

6. **SUPPORT**. No support by SoftPLC Corp will be provided to Licensee for SoftPLC Corp's Proprietary Technology other than telephone or email consultation, limited to 90 days from date of first technical call. Support shall be limited to reasonable efforts during SoftPLC Corp's normal business hours in Spicewood, Texas.

For additional technical support Licensee shall pay to SoftPLC Corp the current published Software Support Fee. For updates of the Proprietary Technology or its documentation, Licensee shall pay to SoftPLC Corp the current published Software Update Fee.

7. **INDEMNIFICATION**. Licensee shall indemnify, defend and hold SoftPLC Corp harmless from any and all claims, actions, lawsuits (including, but not limited to, product liability lawsuits), damages, demands, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, resulting from or arising out of Licensee's use of the SoftPLC Corp Proprietary Technology or Licensee products or services incorporating SoftPLC Corp's Proprietary Technology.

8. **TERM AND TERMINATION**. Licensee shall have the right to terminate this Agreement, including the rights granted by SoftPLC Corp, at any time by giving thirty (30) days prior written notice to SoftPLC Corp.

SoftPLC Corp shall have the right to terminate this Agreement, including all rights and privileges granted to Licensee if Licensee breaches any term of this Agreement and Licensee fails to cure such breach within ten (10) days after notice is given by SoftPLC Corp. If the breach is not cured by Licensee within such period, this Agreement shall terminate without further notice to Licensee and Licensee shall immediately cease and desist from using SoftPLC Corp Proprietary Technology.

In the event of the appointment of a receiver or similar office for Licensee, the liquidation or insolvency of Licensee, an assignment by Licensee for the benefit of all, or substantially all of its creditors, entry by Licensee into any agreement for the composition, extension, or readjustment of all or substantially all of its creditors, entry by Licensing into any agreement for the composition, extension, or readjustment of all or substantially all of its obligations, or the filing of a meritorious petition in bankruptcy by or against Licensee under any bankruptcy or debtor's law for its relief of reorganization, SoftPLC Corp may immediately terminate this Agreement.

The termination rights of this Agreement shall be in addition to and not in substitution for any other remedies that may be available to or exercisable by SoftPLC Corp.

9. **MISCELLANEOUS**.
a) Licensee agrees not to publicize or use for promotional purposes the existence or terms of this Agreement without written consent from SoftPLC Corp.

b) The headings used in this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not, in any way, affect the interpretation hereof.

c) This agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America.

d) SoftPLC Corp and Licensee expressly stipulate that all litigation under this Agreement shall be brought into State Courts of the County of Travis, Texas, or the U.S. District Court for the Southern District of Texas.

e) The provisions of this Agreement are severable, and if any one or more such provisions shall be judicially determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions or portions of this Agreement shall nevertheless be binding on and enforceable by and between the parties hereto.

f) Neither this Agreement nor any rights or duties hereunder shall be assignable by either party without the prior written consent of the other party. Notices or demands given to or made upon the parties hereto shall, except as otherwise specified herein, be in writing and sent by United States Mail or Overnight Delivery for overseas parties, postage prepaid, to the party to be affected thereby at the addresses as follows:

In the case of SoftPLC Corp:

SoftPLC Corporation
25603 Red Brangus Drive
Spicewood, Texas 78669
Attn: President

In the case of Licensee:

g) This agreement may be executed in any number of duplicates, and each such duly executed duplicate shall be deemed to be an original copy of this Agreement.

h) This Agreement is intended to be the sole and complete statement of obligations of the parties as to all matters covered by this Agreement, and supersedes all previous understandings, agreements, representations, promises or conditions in connections with or in respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized offices of each party as of the date first written above.

SoftPLC Corporation

Signature:

Name:

Title:

Date:

Licensee

Firm:

Signature:

Name:

Title:

Date:

License of Technology

between SoftPLC Corp. and Licensee dated ___/___/___

EXHIBIT A

Proprietary Technology

Licensed Software:

SoftPLC C/C++ Programmer's Toolkit

Supporting Documentation:

SoftPLC C/C++ Programmer's Toolkit Manual

Limitations on Use:

Licensee may only use the Proprietary Technology for developing software that enhances the functionality of SoftPLC Corp's SoftPLC products**.**

No other use is permitted by this Agreement.

License Fee:

License of Technology

between SoftPLC Corp. and Licensee dated ___/___/___

EXHIBIT A

Proprietary Technology

Licensed Software:

SoftPLC Java language Programmer's Toolkit

Supporting Documentation:

SoftPLC Java language Programmer's Toolkit Manual

Limitations on Use:

Licensee may only use the Proprietary Technology for developing software that enhances the functionality of SoftPLC Corp's SoftPLC products.

No other use is permitted by this Agreement.

License Fee:

License of Technology

between SoftPLC Corp and Licensee dated ___/___/___

EXHIBIT A

Proprietary Technology

Licensed Software:

      O•N•E Programmer's Toolkit

Supporting Documentation:

      O•N•E General Programmer's Guide
      O•N•E A-B/SoftPLC Programmer's Guide

Limitations on Use:

      Licensee may only use the Proprietary Technology for developing software that utilizes functionality of SoftPLC Corp's O•N•E products.

      No other use is permitted by this Agreement.

License Fee:

      _____