

EXHIBIT B
LICENSE AGREEMENT FOR NG SAFETY SYSTEM SOFTWARE

This LICENSE AGREEMENT (the “License”) is part of an agreement (the “Agreement”) (to which a copy of this License is attached as Exhibit B) between the Customer named in the Agreement and NovoaGlobal, Inc. (“NG”) for the NG software product identified above, which includes computer software and may include associated media, printed materials, and “online” or electronic documentation (the “SOFTWARE PRODUCT”). The SOFTWARE PRODUCT also includes any updates and supplements to the original SOFTWARE PRODUCT provided to the Customer by NG. Any software provided along with the SOFTWARE PRODUCT that is associated with a separate license agreement is licensed to the Customer under the terms of that license agreement. By execution of the Agreement, the Customer has agreed to be bound by the terms of this License. Such agreement by the Customer is an express condition to its ability to use the SOFTWARE PRODUCT.

1. GRANT OF LICENSE. The SOFTWARE PRODUCT is licensed, not sold. This License grants the Customer only the following rights: The Customer may use those copies of the SOFTWARE PRODUCT as installed by NG on its network (“Network”). A license for the SOFTWARE PRODUCT may not be shared or used concurrently on different Networks.
2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS. The Customer may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer unless so installed by NG. The Customer may not rent, lease, transfer or lend the SOFTWARE PRODUCT. This License does not grant the Customer any rights in connection with any trademarks or service marks of NG. Without prejudice to any other rights, NG may terminate this License if the Customer fails to comply with the terms and conditions of this License. In such event, the Customer must permit NG reasonable access to its computer system for the purpose of removing all copies of the SOFTWARE PRODUCT or deliver to NG or destroy all copies of the SOFTWARE PRODUCT and all of its component parts.
3. SUPPORT SERVICES AND UPGRADES. NG may provide the Customer with support services related to the SOFTWARE PRODUCT (“Support Services”). Use of Support Services is governed by the Agreement. Any supplemental software code provided to the Customer as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this License. With respect to technical information the Customer provides to NG as part of the Support Services, NG may use such information for its business purposes, including for product support and development. In particular, NG will not utilize such technical information in a form that personally identifies the Customer or any motor

vehicle, tag or person. If the SOFTWARE PRODUCT is labeled as an upgrade, the Customer must be properly licensed to use a product identified by NG as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements the product that formed the basis for the Customer's eligibility for the upgrade. The Customer may use the resulting upgraded product only in accordance with the terms of this License. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that the Customer licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

4. COPYRIGHT. All title and intellectual property rights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by NG or its suppliers. As between the Customer and NG, all title and intellectual property rights in and to the images and information which may be generated through use of the SOFTWARE PRODUCT is the Customer's property. All rights not expressly granted are reserved by NG.
5. DUAL-MEDIA SOFTWARE. The Customer may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium the Customer receives, the Customer may use only one medium that is appropriate for its Network. The Customer may not use or install the other medium on another Network. The Customer may not loan, rent, lease, lend or otherwise transfer the other medium to another user.
6. BACKUP COPY. After installation of one copy of the SOFTWARE PRODUCT pursuant to this License, the Customer may keep the original media on which the SOFTWARE PRODUCT was provided by NG solely for backup or archival purposes. If the original media is required to use the SOFTWARE PRODUCT on the COMPUTER, the Customer may make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes. Except as expressly provided in this License, the Customer may not otherwise make copies of the SOFTWARE PRODUCT or the printed materials accompanying the SOFTWARE PRODUCT.
7. COMPLIANCE WITH LAW AND EXPORT RESTRICTIONS. The Customer represents and agrees that it does not intend to and will not use, disseminate or transfer in any way the SOFTWARE PRODUCT in violation of any applicable law, rule or regulation of the United States, or any State of the United States or any foreign country of applicable jurisdiction. Without limiting the foregoing, the Customer agrees that it will not export or re-export the SOFTWARE PRODUCT to any country, person, entity or end user subject to U.S. export restrictions. The Customer specifically agrees not to export or re-export the SOFTWARE PRODUCT: (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq,

Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (ii) to any end-user who the Customer knows or has reason to know will utilize the SOFTWARE PRODUCT or portion thereof in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.

8. OTHER PROVISIONS. Sections 3, 4, 7, 10, 18, 19, 20, 21 and 23 of the Agreement are hereby incorporated by reference as if herein set forth in full.

EXHIBIT C
LEASE AGREEMENT FOR NG SAFETY SYSTEMS

This LEASE AGREEMENT (the “Lease”) is part of an agreement (the “Agreement”) (to which a copy of this Lease is attached as Exhibit C) between the Customer named in the Agreement and NovoaGlobal, Inc. The Parties hereto agree as follows:

1. LEASE. NG hereby leases to the Customer and the Customer hereby leases from NG, subject to the terms and conditions of this Lease, such items of System equipment (together with all attachments, replacements, parts, additions, substitutions, repairs, accessions and accessories incorporated therein and/or affixed thereto, the “Equipment”) that the Customer obtains possession, custody or control of pursuant to the Agreement.
2. USE AND LOCATION. The Equipment shall be used and operated by the Customer only in connection with the operation of the System by qualified employees of and in accordance with all applicable operating instructions, and applicable governmental laws, rules and regulations. The Customer shall not part with control or possession of the Equipment without NG’ prior written consent.
3. CONDITION. NG shall maintain the Equipment in good condition and working order in accordance with Section 5.A of Exhibit A. The Customer shall not damage the Equipment or make any alterations, additions or improvements to the Equipment without NG’s prior written consent unless such alterations, additions or improvements do not impair the commercial value or the originally intended function or use of the Equipment and are readily removable without causing material damage to such Equipment so as to return the Equipment to its original state, less ordinary wear and tear. Any alteration, addition or improvement not removed prior to the return of the Equipment shall without further action become the property of NG, provided, however, that any alterations, additions and improvements which would reduce the value of the Equipment must be removed prior to the return of such Equipment.
4. RETURN. Upon the expiration or earlier termination of the Agreement, the Customer shall allow NG reasonable access to remove the Equipment at NG’s expense.
5. OWNERSHIP, LIENS. The Equipment is and shall at all times be the property of NG. The Customer agrees to take all action necessary or reasonably requested by NG to ensure that the Equipment shall be and remain personal property. Nothing in this Lease, the Agreement or any Exhibit shall be construed as conveying to the Customer any interest in the Equipment other than its interest as a lessee hereunder. If at any time during the term hereof, NG wishes to place on the Equipment labels, plates or other markings evidencing ownership, security or other interest therein, the Customer shall allow NG reasonable access therefore and keep the same displayed on the Equipment.

6. NO CUSTOMER SUBLEASE; ASSIGNMENT. The Customer shall not assign or in any way dispose or otherwise relinquish possession or control of all or part of its rights or obligations under this lease or enter into any sub-lease of all or any part of the equipment without the prior written consent of NG.
7. OTHER PROVISIONS. Sections 3, 4, 7, 10, 18, 19, 20, 21, and 23 of the Agreement are hereby incorporated by reference as if herein set forth in full.