

AMELICOR LICENSE AGREEMENT

IMPORTANT – READ CAREFULLY: This License Agreement (“Agreement”) is a legal agreement between you (either an individual or a single entity) and DHI-Computing Service, Inc., doing business as Amelikor (“Amelikor”). By submitting a signed Sales Order, including any exhibits thereto, to Amelikor (referred to herein collectively as the “Sales Order”), you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not submit a signed Sales Order to Amelikor.

In consideration of the agreements set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

The following special provisions apply to this Agreement:

- (1) The term "DHI Program" means each of the software programs listed in the Sales Order or any addendums thereto, attached thereto and incorporated therein by this reference. Each DHI Program includes machine-readable instructions and related materials including user manuals. DHI Programs do not include any source code.
- (2) The number of computers on which the machine readable portion of each DHI Program may be loaded at any one time is limited to the number of licenses granted for such DHI Program, as indicated in the Sales Order. (See Section 5(a) on page 2).
- (3) The purposes for which each DHI Program may be used are identified in the Sales Order. (See Section 5(a) on page 2). Use of any DHI Program for any other purpose or by any other person, including but not limited to consultants using a DHI Program to analyze dairy records, requires a separate agreement with Amelikor.
- (4) The "License Fee" and "Support Fees" for each DHI Program are set forth in the Sales Order. (See Section 6 on page 2). All such fees are payable at the time(s) set forth in the Sales Order.

(5) If Licensee is required or elects to purchase any hardware from Amelikor in connection with its licensing of the DHI Programs, such hardware is listed in the Sales Order, attached thereto and incorporated therein by this reference, which also sets forth the terms and conditions relating to the purchase of such hardware.

THIS AGREEMENT CONSISTS OF, AND LICENSEE HEREBY EXPRESSLY AGREES TO BE BOUND BY (i) THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND PAGES 2 THROUGH 5, (ii) THE TERMS AND CONDITIONS SET FORTH IN THE SALES ORDER, INCLUDING ANY EXHIBITS ATTACHED THERETO AND (iii) THE TERMS AND CONDITIONS OF THE END-USER LICENSE AGREEMENT FOR AND INCLUDED WITH EACH DHI PROGRAM, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS AGREEMENT AND EACH OF THE APPLICABLE END-USER LICENSE AGREEMENTS, UNDERSTANDS EACH OF THE FOREGOING, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN EACH OF THE FOREGOING.

This Agreement shall not be effective until accepted by Amelikor and signed by one of its officers at its principal offices in Provo, Utah and a copy of this Agreement so accepted has been delivered, emailed, facsimiled, telecopied or mailed by Amelikor to Licensee.

DHI COMPUTING SERVICE, INC.

By: _____
Authorized Signature

Name (type or print)

Title

Date

1. License. Amelicor hereby grants to Licensee a nonexclusive license to use the DHI Programs on the terms and conditions set forth in this Agreement. The number of licenses granted for each DHI Program is set forth in the Sales Order.

2. Hardware Purchase and Sale. Licensee agrees to purchase from Amelicor, and Amelicor agrees to sell to Licensee, each of the items of hardware listed or described in the Sales Order or an addendum thereto (the "Hardware") on the terms and conditions set forth in this Agreement.

3. Prices/Exclusions/Shipping. Prices for the License(s) granted herein and the support services and Hardware provided pursuant hereto exclude all taxes, fees, duties, costs, and charges of any kind or description imposed upon or payable with respect to the sale, transportation and provisions of the Licenses, support services or Hardware to Licensee, which charges shall be paid by Licensee. All shipments of Hardware shall be F.O.B. Amelicor's offices unless otherwise specifically agreed in writing. Goods in transit are at Licensee's risk.

Licensee agrees to make prompt inspection of all delivered Hardware. Rejection of alleged nonconforming Hardware must be made in writing within thirty (30) days of delivery; after that time Hardware will be deemed accepted and not subject to revocation of acceptance. Licensee will give Amelicor reasonable opportunity to examine and test Hardware that is the basis for any claim. As a condition for replacement, refund or credit, Licensee shall return the alleged nonconforming Hardware in the same condition as when received, except such part as cannot be returned due to insertion into animals. No claim against Amelicor shall be made or allowed for Hardware returned without Amelicor's prior written consent. All claims for loss or damage during transit must be made against the carrier and by notation on freight bill or delivery receipt. All returns of other than nonconforming Hardware must be: (i) approved in advance by Amelicor, (ii) of Hardware in new condition, (iii) made within thirty (30) days, (iv) shipped at Licensee's expense, and (v) accompanied by or subject to a twenty-five percent (25%) restocking charge.

4. Delivery of Installation Files and User Manuals. In conjunction with the execution of this Agreement, Amelicor is delivering to Licensee installation files (the "Installation Files") containing the machine readable portion of the DHI Programs together with related user manuals.

5. Restrictions. The license(s) granted herein is subject to the following restrictions in addition to any others provided for in this Agreement:

(a) The machine readable portion of each DHI Program may be loaded at any one time on a number of computers that does not exceed the number of licenses granted for such DHI Program, as set

forth in the Sales Order. Each DHI Program may be used only for purposes identified in the Sales Order.

(b) Licensee may not grant any sublicenses or otherwise make the DHI Programs available to any other person, entity, or business without the prior written consent of Amelicor.

(c) Licensee may use the DHI Programs only for the purposes identified in the Sales Order and may not use them for any other purposes, including but not limited to performing data processing functions for any other person, entity, or business or by acting as a service bureau, processing center, or otherwise.

(d) Licensee may not reverse assemble, reverse compile, or reverse engineer the DHI Programs, in whole or in part, and may not modify or alter the DHI Programs.

6. License and Support Fees; Hardware Purchase Price; Collection Expenses. The total amount of the license fee ("License Fee"), and support fees ("Support Fees") for each license and the hardware purchase price ("Hardware Purchase Price"), if any, is set forth in the Sales Order. Licensee agrees to pay all License Fees, Support Fees and Hardware Purchase Price when due. Licensee agrees that Amelicor may assess a late payment fee equal to 1½ percent of any past due amount for each thirty (30) day period or portion thereof in which such amount remains unpaid; provided, however, in no event shall the amount of the late fee exceed the maximum amount permitted by applicable law. Licensee agrees to pay Amelicor for all costs, expenses and attorneys' fees paid or incurred by Amelicor in endeavoring to collect any amount due under this Agreement or enforce Licensee's obligations hereunder.

7. Ownership. Title to, ownership of, and all proprietary rights in the DHI Programs and all copies thereof are reserved to and will remain with Amelicor. Licensee will have no right or interest therein except as a licensee under this Agreement.

8. Warranty. Amelicor warrants as follows:

(a) Amelicor has the right to license the DHI Programs to Licensee.

(b) During the 90 day period following the date on which Licensee first installs each DHI Program, the machine readable portion of each DHI Program will perform substantially in accordance with the related user manuals.

Except for the warranties set forth above, Amelicor does not warrant that the operation of the DHI Programs will be uninterrupted or error free, and Amelicor does not warrant that the DHI Programs have all of the functions needed by Licensee to perform any particular function or activity. Licensee is solely responsible:

(i) for the selection of data processing programs which will meet its needs, and

(ii) to satisfy its requirements for security, accuracy of input and output, and restart, recovery, and backup in the event of malfunction.

9. Remedies. If the machine readable portion of any DHI Program does not perform substantially in accordance with the related user manuals at any time during the 90 day period referred to in Section 8 herein (meaning, for purposes of this Section 9, that a "defect" exists), Licensee agrees promptly to provide Amelcor with sufficient detail with respect thereto to enable Amelcor to verify the defect in the current version of the DHI Programs. Amelcor agrees to make commercially reasonable efforts to correct a reproducible defect by replacing any defective Installation Files or by issuing corrected instructions, a restriction, or a bypass. However, if Amelcor is for any reason unsuccessful in correcting a reproducible defect within a reasonable time, then Licensee's sole and exclusive remedy for the breach of Amelcor's warranty under Section 8(b) herein shall be to return the DHI Program with the uncorrected defect to Amelcor and receive a refund of the License Fee for such DHI Program (but Licensee shall not have the right to receive a refund for any other DHI Programs which do not contain uncorrected defects).

10. Updates and Enhancements Provided by Amelcor. If Amelcor at any time after delivery of the DHI Programs pursuant to Section 2 herein delivers to Licensee an update or enhancement thereof, Licensee agrees to install such update or enhancement within 45 days and the relationship of the parties with respect thereto shall be governed by any license agreement entered into between the parties in connection with such delivery. However, if no license agreement is entered into at such time, then any such update or enhancement shall be deemed part of the DHI Programs for all purposes of this Agreement.

11. Termination of License. The license(s) of the DHI Programs shall, at the election of Amelcor, terminate upon the occurrence of any of the following events:

(a) Any material default by Licensee in performing any of its obligations under Section 12 (Protection of Proprietary Rights) of this Agreement.

(b) Any material default by Licensee in performing any of its other obligations under this Agreement and failure of Licensee to correct such default within 30 days after receipt of written notice thereof from Amelcor.

(c) Insolvency of Licensee or the making by Licensee of a general assignment for the benefit of its creditors, or the filing by Licensee of a voluntary petition in any bankruptcy or insolvency proceeding, or the commencement of an involuntary proceeding against Licensee under any bankruptcy or insolvency law which proceeding is not terminated within 60 days after the commencement thereof.

(d) Discontinuance by Licensee of use of the DHI Programs.

Upon termination of the license(s) for each DHI Program, Licensee agrees promptly to destroy or return to Amelcor all copies of such DHI Program.

12. Protection of Proprietary Rights. Licensee recognizes and agrees that the DHI Programs: (a) contain substantial trade secrets of Amelcor, (b) are furnished to Licensee in confidence, and (c) contain proprietary and confidential information of Amelcor. The placement of a copyright notice on any portion of the DHI Programs will not be construed to mean that such portion has been published and will not derogate from any claim that such portion is a trade secret or contains proprietary and confidential information. Licensee agrees to hold the DHI Programs in confidence and to take all reasonable precautions to safeguard the confidentiality thereof. Licensee shall not print, copy, or duplicate any portion of the DHI Programs, in whole or in part, except that Licensee may make a single copy of the machine readable portion of each DHI Program for normal security backup purposes. Licensee shall keep all copyright notices and proprietary legends on the DHI Programs and all copies thereof.

Licensee will not provide or otherwise make available any portion of the DHI Programs in any form without Amelcor's prior written consent except to Licensee's employees or agents, and then only for the purposes specifically related to Licensee's authorized use of the DHI Programs. Licensee will take appropriate action, by instruction or written agreement with any persons permitted access to any portion of the DHI Programs, to inform them of the trade secret, proprietary, and confidential nature of the DHI Programs and to obtain their compliance with the terms of this Section. Licensee will be liable for noncompliance by agents to the same extent as it would be liable for noncompliance by its employees.

Licensee will insure, prior to disposing of any media, that any materials relating to the DHI Programs have been erased or otherwise destroyed.

The provisions of this Section shall survive any termination of this Agreement or the license(s) granted herein. Notwithstanding anything in this Section to the contrary, Licensee shall have no obligation of confidentiality with respect to any portion of the DHI Programs which is or becomes publicly available through no fault of Licensee.

13. Patent and Copyright Indemnity. Amelcor will, at its expense, defend Licensee against any claim made against Licensee within five years from the date of this Agreement in which claim it is alleged that the DHI Programs, as furnished by Amelcor to Licensee pursuant to this Agreement (and excluding any corrections, enhancements, or modifications thereto which are made by Licensee) and as used within the scope of the license(s) granted hereunder, infringe a U.S. patent, copyright, or trade secret belonging to any third party, and

Amelcor will pay all costs, damages, and attorney's fees that a court finally awards against Licensee as a result of such claim, provided that:

(a) Licensee promptly notifies Amelcor in writing of any such claim, and

(b) Licensee allows Amelcor to control, and fully cooperates with Amelcor in, the defense and all related settlement negotiations. Amelcor agrees to pay the cost of legal counsel representing Licensee in connection with such defense and related settlement negotiations as long as Licensee allows Amelcor to select such legal counsel, such selection to be subject to the approval of Licensee, which approval shall not be unreasonably withheld.

If such a claim of infringement has occurred, or in Amelcor's judgment is likely to occur, Licensee agrees to allow Amelcor, at Amelcor's option and expense, to procure the right for Licensee to continue using the DHI Programs or to replace or modify them in a manner reasonably acceptable to Licensee and so that they become non-infringing. If none of the foregoing alternatives is available on terms which are reasonable in Amelcor's judgment, then Amelcor shall have the right to terminate the license of the potentially infringing DHI Program(s), in which event Amelcor shall refund to Licensee the amount by which the License Fee paid by Licensee for its license of the potentially infringing DHI Program(s) exceeds, if any, the product of one-sixtieth of such License Fee multiplied by the number of months between the date of this Agreement and the date of termination.

This Section states Amelcor's entire obligation to Licensee regarding infringement or the like.

14. Taxes. In addition to any other amounts owed under this Agreement, Licensee agrees to pay when due (or reimburse Amelcor) for all sales, use, and other taxes which Amelcor is at any time obligated to pay or collect in connection with the license of the DHI Programs and any hardware listed in the Sales Order except any taxes based on Amelcor's net income. Any delay by Amelcor in collecting any such tax shall in no way release Licensee of its obligation under this Section.

15. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, AMELICOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COURSE OF DEALING OR USAGE OF TRADE .

16. Limitation of Liability; Exclusions of Damages. THE TOTAL LIABILITY OF AMELICOR TO LICENSEE FOR ANY AND ALL CLAIMS IN ANY WAY RELATED TO THIS AGREEMENT, AND ANY PERFORMANCE OR NONPERFORMANCE BY AMELICOR HEREUNDER, REGARDLESS OF THE FORM OF ACTION,

WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, SHALL IN NO EVENT EXCEED THE GREATER OF (a) \$10,000 OR (b) THE AMOUNT OF LICENSE FEES PAID BY LICENSEE TO AMELICOR DURING THE CONSECUTIVE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH AMELICOR RECEIVED WRITTEN NOTICE FROM LICENSEE OR ITS AGENT OF LICENSEE'S FIRST CLAIM AGAINST AMELICOR. The foregoing sentence shall not limit any right of Licensee to claims under Section 13 (Patent and Copyright Indemnity) herein.

IN NO EVENT WILL AMELICOR BE LIABLE TO LICENSEE FOR ANY LOST PROFITS, LOST SAVINGS, OR OTHER CONSEQUENTIAL DAMAGES, OR FOR ANY INCIDENTAL OR SPECIAL DAMAGES, EVEN IF AMELICOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY LICENSEE BASED UPON ANY CLAIM BY ANY THIRD PARTY AGAINST THE LICENSEE, EXCEPT AS PROVIDED IN SECTION 13 (PATENT AND COPYRIGHT INDEMNITY) HEREIN.

It is expressly understood and agreed that in the event any remedy under this Agreement is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages set forth herein shall nevertheless remain in effect.

17. Third Party Claims. Licensee agrees to indemnify and hold Amelcor harmless from any and all claims, losses, and damages asserted against Amelcor by any person or entity who may be affected by Licensee's use of the DHI Programs, except for claims in which it is alleged that the DHI Programs (excluding any corrections, enhancements, or modifications thereto which are made by Licensee) infringe a U.S. patent, copyright, or trade secret belonging to any third party.

18. Governing Law; Limitation on Actions. This Agreement shall be governed by the laws of the State of Utah, without regard to conflicts of law principles. No claim or action arising out of this Agreement may be asserted by either party more than two years after such party has knowledge of the basis for such claim or action; provided, however, this sentence shall not be interpreted to extend or delay the application of any statute of limitations.

19. Entire Agreement; Interpretation; Modification. This Agreement, including the Sales Order and End-User License Agreements incorporated herein by reference, sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, between the parties, including, without limitation, any prior license agreement between the parties with respect to the DHI Programs. The provisions of this Agreement shall be construed as a whole and not strictly for or against either party. The section headings in this Agreement are included only for purposes of convenient reference, and they shall not affect the interpretation of this Agreement. This Agreement may not be amended or modified except by a written instrument signed by both parties.

20. Effect of Invalid or Unenforceable Provisions. This Agreement, to the extent possible, shall be construed so as to give validity to all the provisions hereof. Any provision of this Agreement found to be invalid or unenforceable shall not affect the validity or enforceability of any other provision of this Agreement, and each provision of this Agreement shall be enforced to the fullest extent permitted by applicable law.

21. Arbitration. Disputes which cannot be mutually settled will be settled by arbitration to be held pursuant to the Rules of Commercial Arbitration of the American Arbitration Association in Salt Lake City, Utah. Each arbitrator shall have a knowledge of electronic data processing industry practices. The arbitration decision and award shall be final and binding and may be entered in any court of competent jurisdiction.

22. Limitations on Assignability. This Agreement is not assignable or transferable by Licensee unless otherwise specifically agreed in writing.

23. Notices. Any notice required or permitted hereunder shall be given in writing and will be deemed given (a) immediately upon personal delivery to the party to be notified, (b) immediately upon delivery by a nationally-recognized courier service, or (c) immediately upon confirmation by email, facsimile or telecopy machine. Any notice shall be addressed to the last known address of the party to be notified.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

25. Authority. Each individual executing this Agreement hereby acknowledges that he/she (i) has read this Agreement, including the Sales Order and End-User License Agreements incorporated herein, (ii) has the requisite authority to execute this Agreement on behalf of the entity for which he/she will sign and (iii) hereby executed this Agreement with said authority.