User ID No._____

Tensar International Corporation
TensarSoil-Pro™ and TensarSlope™ Software and Technology License Agreement

GRANT OF LICENSE - Tensar International Corporation, a Georgia Corporation ("TIC"), hereby grants to the licensee identified below ("LICENSEE") a royalty-free, non-exclusive, non-transferable license (without right of sublicense or assignment) to use TIC's TensarSoil-Pro and TensarSlope Software ("Software") and related written materials including future updates thereof (such software and other materials collectively referred to as the "Licensed Technology") all of which relate to, illustrate and describe the method of using, and provide conceptual and general preliminary design calculations and illustrations for using, Tensar® polymeric soil reinforcement products ("Tensar Geogrids") as component elements in TIC's proprietary Mechanically Stabilized Earth Retaining Wall System. TIC can also provide to Licensee general and limited technical support over the telephone or through electronic mail regarding the use of its Software and the use and installation of its Tensar Geogrids.

LIMITATIONS - The Licensed Technology and software should only be used by a qualified and experienced professional engineer. LICENSEE understands and agrees that the Licensed Technology and software are necessarily general in nature, and that soil and water conditions, earth pressures, bearing capacity, global stability, the nature and compaction of backfill, total and differential settlement, loading conditions and other environmental and site conditions above and below the surface are all site-specific and vary widely. Accordingly, in developing the final design and construction, certain design parameters or information other than or different from that suggested in the Licensed Technology and software, as well as certain assumptions, judgments, inspections, tests and/or analyses must necessarily be established or undertaken on a site-specific and project-by-project basis by a registered professional engineer retained by LICENSEE (or the owner or contractor for whom LICENSEE is providing services) and then taken into account in the final design and construction. Tensar International Corporation, its affiliates and shareholders, and their employees (individually and collectively "Tensar") are not responsible for undertaking these other activities. LICENSEE further understands and agrees that the Licensed Technology and software have been developed for use exclusively with Tensar® Geogrids, and all related design and construction methodologies and other information and considerations incorporate the specific performance characteristics applicable to Tensar Geogrids as determined through engineering research and laboratory and field testing. Accordingly, LICENSEE shall not use the Licensed Technology and software or any part thereof to promote, design or construct any mechanically stabilized earth retaining wall, slope system or other installation with any soil reinforcement products other than Tensar Geogrids, nor will other materials be substituted for Tensar Geogrids and other related components (including connectors and blocks) in designs established with the assistance of the Licensed Technology and software. The sole purpose of the Licensed Technology and software is to assist engineers in the design of Tensar's proprietary mechanically stabilized earth retaining wall and slope systems. It is the responsibility of the LICENSEE to determine the appropriateness and accuracy of input data and to review and verify the correctness of the computed results both prior to and during construction. Settlement and various other factors are not considered in the analysis and computations included in and resulting from the software and Licensed Technology.

CONFIDENTIALITY - LICENSEE acknowledges and agrees that the Licensed Technology and software provided hereunder is a valuable and unique asset and trade secret of TIC, and LICENSEE shall not, either during the term of this Agreement or thereafter, disclose such information or any part thereof, or any derivative works developed by LICENSEE which incorporate the substance or any material part of the Licensed Technology, to any person, firm, corporation or governmental entity for any reason or purpose whatsoever, except as may be authorized by TIC in writing and in advance of such disclosure. LICENSEE shall inform its employees of the confidential nature of the Licensed Technology and software and hereby acknowledges its responsibility and liability for any actions by its employees in violation of this Agreement.

NO WARRANTY - TENSAR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSED TECHNOLOGY AND SOFTWARE OR ANY OTHER WRITTEN OR ORAL TECHNICAL SUPPORT, COMMUNICATIONS OR REPRESENTATIONS PROVIDED BY TENSAR OR ITS CONSULTANTS OR CONTRACTORS. TENSAR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TENSAR DOES NOT WARRANT THAT THE LICENSED TECHNOLOGY AND SOFTWARE ARE FREE FROM ALL BUGS AND OMISSIONS; THE LICENSED TECHNOLOGY AND SOFTWARE ARE PROVIDED "AS IS". TENSAR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED TECHNOLOGY AND SOFTWARE WILL MEET THE REQUIREMENTS OF ALL LICENSEES OR THAT THE OPERATION OF SAME WILL BE UNINTERRUPTED OR ERROR FREE. LICENSEE SHOULD RECOGNIZE THAT ALL COMPLEX SOFTWARE SYSTEMS AND RELATED DOCUMENTATION CAN CONTAIN ERRORS AND OMISSIONS. TENSAR IS NOT RESPONSIBLE, UNDER ANY CIRCUMSTANCES, FOR PROVIDING INFORMATION ON, OR CORRECTIONS TO, ERRORS AND OMISSIONS IN THE LICENSED TECHNOLOGY AND SOFTWARE.

INDEMNIFICATION - By using this Licensed Technology and software, LICENSEE agrees to assume all risk and liability arising out or in connection with such use or reliance on this technology and software. LICENSEE agrees to defend, indemnify and hold harmless Tensar from any loss, damage, delay, injury, expense, cause of action or other liability arising therefrom regardless of the circumstances or the negligence or other fault of Tensar.

TERM - The term of this Agreement shall be for a period of one year from the date this Agreement is executed by TIC as set forth below, to be renewed automatically thereafter for successive one-year terms unless either party gives written notice of termination to the other party not later than two months prior to the expiration of the then current term, provided, however, that this Agreement shall terminate automatically if LICENSEE fails to comply with any of the terms or conditions of this Agreement. Upon termination hereof for any reason, LICENSEE agrees to immediately return to TIC all Licensed Technology and software copies thereof, together with any other confidential information provided by TIC hereunder, and to avoid any manner of future use thereof.

OTHER PROVISIONS - This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and this Agreement shall not be modified except in writing, executed by an authorized representative of each of the parties, which in TIC's case shall be limited to TIC's President. Nothing in this Agreement shall make LICENSEE an employee, agent, representative, partner or joint venturer of or with TIC for any purpose whatsoever. Nothing in this Agreement constitutes a waiver of TIC's rights under applicable copyrights, trademarks and patents, or under applicable law, and TIC retains all rights not expressly granted hereunder to LICENSEE. Any provision of this Agreement which shall be held to be invalid or unenforceable shall in no way affect or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect. All terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by, the respective assigns and successors of the parties. This Agreement shall be governed by the laws of the state of Georgia and, where applicable, by the Federal laws of the United States of America.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and entered into by their duly authorized representatives effective as of the date this Agreement is executed by TIC as set forth below.

For Tensar International Corporation   **Please provide the following information regarding the Licensee:**

Authorized Signature: _____   Company Name: _____

Date: _____   Street Address: _____

Title: _____   City, State, Zip: _____

For LICENSEE   Phone No.: _____

Authorized Signature: _____   Fax No. _____

Date: _____   Primary Contact: _____

Title: _____   E-mail Address _____