

I-Lien Software

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<https://www.i-lien.net>

SOFTWARE LICENSE AND MAINTENANCE SUPPORT AGREEMENT

The **I-Lien Software License and Maintenance Support Agreement**, herein the “Agreement,” is entered into by and between I-Lien Software and Customer, herein the “Customer.”

I-Lien Software is the owner and authorized licensor of the Software (as hereinafter defined) and products described below:

Customer desires to license copies of the Software and further wishes to obtain Maintenance Support as set forth in this Agreement on terms and subject to the conditions set forth in this Agreement.

The Effective Date of this Agreement shall be the latter of the dates on which it is the date the software is installed on Customer’s computer(s).

Now therefore, in consideration of the mutual promises and covenants herein, the receipt and adequacy of which are hereby acknowledged, I-Lien Software and Customer hereby agree as follows:

1. **Certain Definitions**

The following definitions shall apply to this Agreement:

- a. “Confidential Information.” Any data or information, oral or written, treated as confidential that relates to either party’s (or if either party is bound to protect the confidentiality of any third party’s information, such third party’s) past, present, or future research, development or business activities, including any unannounced products and services, any information relating to services, developments, inventions, processes, plans, financial information, customer data, revenue, transaction volume, forecasts, projections, and the financial terms of the Agreement. Notwithstanding the foregoing, Confidential Information shall not be deemed to include information if: (i) it was already known to the receiving party prior to disclosure to receiving party by the disclosing party or the date of this Agreement, whichever is earlier, as established by documentary evidence; (ii) it is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) it has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) it has been approved for release by written authorization of the owner of the Confidential Information; or, (v) it has been independently developed by a party without access to or use of the Confidential Information of the other party.
- b. “Intellectual Property.” All (i) copyrights (including, without limitation, the right to reproduce, distribute copies of, display, and perform the copyrighted work and prepare derivative works), copyright registrations and applications, trademark rights (including, without limitation, registration and applications), patent rights, privacy rights, trade names, mask-work rights, trade secrets, moral rights, author’s rights, privacy rights, publicity rights, algorithms, rights in packaging, good will and other proprietary rights, and all renewals and extensions thereof, regardless of whether any such rights arise under the laws of the United States or any other state, country or jurisdiction; (ii) intangible legal rights or interests evidenced by or embodied by any idea, design, concept, technique, invention, discovery, enhancement or improvement, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; and (iii) all derivatives of any of the foregoing.

- c. "I-Lien Software" means the Software modules and built-in Documentation provided by I-Lien Software to enable Customer to use the Software. The Software includes an application with future updates, as provided hereunder for the purpose of preparing Preliminary Notices to Owner and other forms for the mechanic's lien process in all 50 US States. Customer may choose to license one or multiple user licenses on a per computer basis. Unless otherwise indicated, all Software will be compiled to an executable file (*.exe).
- d. "Updates" means any update, modification, or new release of the Software that I-Lien Software makes generally available to its maintenance subscribers, customers at no additional license fee or additional other cost from time to time and that is intended to replace a prior Software release.
- e. "Documentation" means collectively, the operation instructions, user manuals, help files, and other technical information and materials, in written or electronic form, delivered built-in with the Software by I-Lien Software to Customer and that are intended for use in connection with the Software. Documentation is not a substitute for training, as not all scenarios and issues can be covered or addressed within.

2. Term and Termination

- a. This Agreement shall begin on the Effective Date and shall continue for a period of one (1) year and shall automatically renew for successive one (1) period upon receipt of the yearly license renewal and maintenance support fees unless terminated according to the provisions below.
- b. The Agreement may be terminated by either party at any time in the event of a material breach of this Agreement, by the other party which remains uncured after thirty (30) days written notice thereof. First year's license fees owed on the account are accelerated upon cancellation. The parties acknowledge that non-payment of past due or undisputed amount of the fees constitutes a material breach of this Agreement. Upon such termination, all of Customer's right to use the Software shall immediately cease and Customer shall promptly return to I-Lien Software or destroy all copies of the Software and Documentation.
- c. This Agreement may be terminated by either party effective immediately and without any requirement of notice, in the event that (i) the other party files a petition in bankruptcy, files a petition seeking any reorganization, arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; (ii) a receiver, trustee, or similar officer is appointed for the business or property of such party; (iii) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against such party and not stayed, enjoined, or discharged within sixty (60) days; or (iv) the other party adopts a resolution for discontinuance of its business or for dissolution.

Upon termination or expiration of this Agreement, (i) each party shall immediately discontinue any use of the name, logotype, trademarks, trade names, service marks, service names or slogans and other marks of the other party and the party's products and services, (ii) each party shall immediately discontinue all representations or statements from which it might be inferred that any relationship exists between the two parties, (iii) each party agrees not to act in any way to damage the reputation of the other party or the other party's products or services, (iv) Customer shall cease to promote, solicit, or procure orders for the Software or Services, and (v) each party shall, within thirty (30) calendar days or upon written request from the other party, (i) return to the other party all materials belonging to the other party that constitutes said party's Confidential Information and/or Intellectual Property; or (ii) destroy all materials belonging to the other party that constitutes the said party's Confidential Information or Intellectual Property and provide to the disclosing party written certification signed by an authorized official of the receiving party that all such information was so destroyed.

3. License; Intellectual Property Rights

Subject to the limitations set forth in this Agreement, I-Lien Software grants to Customer a personal, revocable, non-sub licensable, nonexclusive, nontransferable, limited license to install and use the Software. The Software is licensed by I-Lien Software, not sold. Annual License: Under this Annual License, I-Lien Software grants Customer the right to use the Software for a period of twelve (12) months (the "Annual Term") from the Effective Date of the Agreement. One year of Maintenance Support/Update Services for the Annual License is included in the fee for the Annual License.

I-Lien Software License and Maintenance Support Agreement

At or prior to the expiration of the Annual Term, the Annual License shall renew for an additional Annual Term, or if payment is not received from Customer per the terms of this Agreement, this License shall terminate, software will expire, and Customer shall discontinue use of the Software.

Customer agrees not to, directly or indirectly, modify, reverse engineer, decompile, disassemble, or derive source code from the Software. This license is automatically and immediately revoked upon any termination of expiration of this Agreement.

- a. Customer is acquiring a license for the i-Lien Software for one or multiple user licenses:

License Grant/Scope of License

The i-Lien software license may be used by Customer internally at the Customer's principal place of business or via remote access. Customer may download and use the Software in machine readable compiled format for the number of user seats/computer that the Customer has purchased; each user shall have the right to install the Software on a single workstation at any given time with data on the Local Area Network Server or on a Terminal Server/CITRIX server location. Customer shall ensure that the total number of named computers do not exceed the number of user seats/computers (workstations) licenses purchased.

- b. This Agreement does not convey any rights of ownership in the Software; except, as expressly set forth in this Agreement, neither party will acquire any ownership interest in the other's Intellectual Property Rights. Except as otherwise provided in this Agreement, I-Lien Software agrees that, as between I-Lien Software and Customer, all right, title, and interest in any Intellectual Property provided by Customer to I-Lien Software under this Agreement, shall be entirely Customer's property. Except as otherwise provided in this Agreement, Customer agrees that, as between I-Lien Software and Customer under this Agreement, all right, title, and interest in all Intellectual Property provided by I-Lien Software to Customer, including without limitation, the Software, Updates and all Documentation (in any and all media), renewals, and extensions thereof, shall be entirely I-Lien Software's property, free and clear of any claims whatsoever by Customer. All Intellectual Property Rights not specifically granted in this Agreement are reserved by the parties. The Customer agrees that all Intellectual Property Rights developed by I-Lien Software in connection with this Agreement, any modifications or enhancements made by I-Lien Software, and all Documentation therefore any and all renewals and extensions thereof, shall be entirely I-Lien Software's property, free of any claims whatsoever by Customer. I-Lien Software shall have the sole and exclusive right to register such Intellectual Property Rights.
- c. Customer may not copy the Software for testing, backup, archival or disaster recovery purpose but rather can download it from the I-Lien Software's website. Documentation may not be copied and distributed. Additional workstation installations require a paid license fee, as stated above. Additional licenses are non-concurrent, and each computer or user must have a paid license for each software module.
- d. Customer may not, nor allow any third party to: (i) distribute, sublicense, or transfer the Software to any third party (ii) decompile, disassemble, or reverse engineer the Software; (iii) remove any product identification or proprietary rights notices; (iv) lease, lend, use the Software for timesharing or service bureau purposes or similar arrangements; except with the I-Lien Software's prior written consent; (v) publish any performance or benchmark tests or analysis relating to the Software; or (vi) otherwise use or copy the Software except as expressly provided herein. Unauthorized copying of the Software is not permitted.

4. Fees

- a. I-Lien Software shall provide Customer with Software, Software renewal licenses and Services for the fees as set forth in detail in the I-Lien Software Quotation and/or Invoice. In the event of a conflict between pricing terms contained in the I-Lien Software Quotation and the pricing terms

contained in the Invoice supplied by I-Lien Software, the pricing terms contained in the I-Lien Software Invoice shall prevail. All fees are due and payable upon receipt of invoice or by the due date specified on the invoice or via the automatic renewal process. ALL FEES ARE NON-REFUNDABLE.

- b. **Automatic Renewal:** Your software license will automatically renew at the then-current term for another year, unless terminated in accordance with our License Agreement, giving 60 days' notice, by using the same method of payment chosen, approximately three (3) weeks prior to its expiration.
- c. **For Ongoing Services.** I-Lien Software will deliver to Customer an invoice detailing the fees to be accrued for Services to be provided hereunder for the months specified on the invoice, herein the "I-Lien Software Invoice." If any adjustments need to be made for actual fees, an additional invoice will be forwarded to Customer for immediate payment.
- d. A "Late Fee" of ten percent (10%) will be applied for any payments received at the designated mailing address after the due date specified on the Invoice. In addition, interest shall accrue at the lesser of one and a half percent (1.5%) per month or the maximum amount permitted by applicable law ("Finance Charge") for any fees that are undisputed by Customer and remain unpaid more than thirty (30) calendar days past due the date of the applicable invoice. In the event of a dispute made in good faith as to the amount of fees, Customer agrees to remit payment on any undisputed amount(s) in accordance with section 4(b) above; and the Late Fee and Finance Charge shall not accrue as to any disputed amounts unless not paid within thirty (30) calendar days after said dispute has been resolved by both parties.
- e. Timely automatic renewals do not bear a late fee nor a finance charge.

5. Confidential Information

- a. Each Party, herein the "Receiving Party," hereby agrees to hold the other party's, herein the "Disclosing Party," Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party exposal similarly best own confidential materials), (ii) not to divulge any such Confidential Information or any information derived there from to any third person; (iii) not to make any use whatsoever at any time of such Confidential Information, (iv) not to remove or export from the United States or re-export any such Confidential Information, except as permitted by this Agreement and authorized by the other party's written consent, or any direct product thereof, except in compliance with and with all licenses and approvals required under applicable U.S. and foreign export laws and regulations, including, without limitation, those of the U.S. Department of Commerce, (v) not to copy or reverse engineer any such Confidential Information, and (vi) that any employee given access to any such Confidential Information must have a legitimate "need to know" and shall be similarly be bound in writing.
- b. Notwithstanding any provision in this Agreement to the contrary, each party may disclose Confidential Information of the other party to the extent that it is required by applicable federal, state or local law, regulation, court order, or other legal process, provided either Party has notified the Disclosing Party prior to such required disclosure, and to the extent reasonably possible has given the Disclosing Party an opportunity to contest such required disclosure at the Disclosing Party's expense.
- c. **Survival of the Obligations.** The Non-Disclosure obligations set forth in this Section shall survive the expiration or termination of this Agreement for a period of five (5) years.

6. Indemnification

- a. **Indemnity by I-Lien Software.** Subject to Section 6.c below, I-Lien Software will defend, indemnify, and/or settle, but at its own expense (subject to Section 7 below), any action brought against Customer to the extent that it is based on a claim that the Software infringes a copyright or trade secret right of any third party, unless such claim arises from the use of a superseded or modified release of the Software or by use, operation, or combination of the Software provided by

I-Lien Software with programs, data, equipment, or materials not provided by I-Lien Software, if such infringement would have been avoided by the use of the current or unmodified release or from the use of the Software without such programs, data equipment, or materials, in which case the provisions of Section 6b below shall apply.

Should the Software become, or in I-Lien Software's opinion be likely to become, the subject of any such claim of infringement, then Customer will permit I-Lien Software, at I-Lien Software's option but Customer's expense, either to procure for Customer the right to continue using the Software or to replace or modify the Software or portion thereof to be non-infringing.

This section states I-Lien Software's entire liability for infringement.

- b. **Indemnity by Customer.** Subject to Section 6.c below. Customer will defend, indemnify, and/or settle, at its own expense (subject to Section 7 below), any action brought against I-Lien Software by a third party to the extent that is based on a claim that (i) any Customer Product, (ii) Customer's use of a modified version of the Software (if such modification was not made by or at the written direction of I-Lien Software and if such infringement would have been avoided by the use of the unmodified version of the Software), or (iii) Customer's use, operation or combination of the Software provided by I-Lien Software with programs, data, equipment, or materials not provided by I-Lien Software (if such infringement would have been avoided by use of the Software without such programs, data, equipment, or material) infringes (with respect to (i), (ii) or (iii) herein) a patent, trademark, copyright or trade secret right of any third party.

This section states Customer's entire liability for infringement.

- c. A party's obligation to indemnify ("**Indemnifier**") the other party ("**Claimant**") pursuant to this Section 6 shall only arise if:
- (i) The Claimant promptly notifies the Indemnifier in writing of the claim.
 - (ii) The Indemnifier has sole control of the defense and any of the negotiations for its settlement; and
 - (iii) The Claimant provides the Indemnifier with reasonable assistance, information, and authority necessary to perform the above.

7. Limitation of Liability

- a. UNDER NO CIRCUMSTANCES (i) SHALL EITHER I-LIEN SOFTWARE BE LIABLE TO CUSTOMER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), SUCH AS, BUT NOT LIMITED TO LOSS OF REVENUE, PROFITS OR BUSINESS, COSTS OF DELAY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR SUCH PARTY'S LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE; OR (ii) SHALL THE ENTIRE LIABILITY OF I-LIEN SOFTWARE UNDER THIS AGREEMENT TO CUSTOMER, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY EXCEED THE LICENSE FEE PAID TO I-LIEN SOFTWARE HEREUNDER DURING THE TWELVE MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM OR SUIT SHALL NOT ENLARGE OR EXTEND THIS LIMIT.
- b. Customer understands and agrees that I-Lien Software has no obligation to attempt to monitor or regulate the content of Client's Products, and Customer agrees to hold I-Lien Software harmless if the content of any of its Products is illegal. Customer hereby also agrees to obtain warranties from its Clients that their Products do not infringe on or violate the Intellectual Property Rights of any third party and will not contain any content which violates any applicable law, regulation, or third party right.

8. Warranties and Disclaimers

- a. I-Lien Software hereby represents and warrants, when delivered and for a period of ninety (90) days thereafter, that the Software hereby licensed to Customer hereunder (excluding Updates) will conform substantially to the specifications set forth in the support Documentation for such software for such Software provided to Customer by I-Lien Software. I-Lien Software warrants

that the Software provided hereunder shall be free, at the time of the download, of any computer virus. A computer virus ("Virus") shall be defined as any harmful data, design, or routine incorporated into the Software with malicious or mischievous intent that disrupts the proper operation of a computer system. It is the responsibility of the Customer to run a virus protection, detection and virus removal software on their computers.

- b. The preceding warranties will not apply if: (i) the Software is not used in accordance with this Agreement or the Documentation; (ii) the Software or any part hereof has been modified without the prior written consent of I-Lien Software and the authorization of Timi Pereira or (iii) a defect in the Software has been caused by any of the Customer's malfunctioning equipment or third party software or hardware.
- c. ANY LIABILITY OF I-LIEN SOFTWARE WITH RESPECT TO ANY SOFTWARE OR THE PERFORMANCE THEREOF UNDER ANY THEORY WILL BE LIMITED TO REPAIR OR REPLACEMENT OF THE SOFTWARE.
- d. **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, I-LIEN SOFTWARE HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.**

9. Marketing

Except for any announcement intended solely for internal distribution or any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of either party, all media releases, public announcements or public disclosures (including, but not limited to, promotional or marketing material) by either party or its employees or agents relating this Agreement or its subject matter, or including the name, trade name, trademark, or symbol of the other party, are prohibited without the prior written consent of both parties.

10. Transfer of Rights

Customer may be subject to additional fees if Customer installs or uses the Software in a location outside the office to which I-Lien Software initially licensed the Software. Customer shall notify I-Lien Software in writing prior to moving the server portion of the Software to a location different than the location set forth on the Invoice under the "Download to" name and address.

11. Relationship of Parties

The parties shall perform all of their duties under this Agreement as independent contractors. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party, or to constitute the parties as principal and agent, employer and employee, franchiser and franchisee, partners, joint venturers, co-owners or otherwise as participants in a joint undertaking. The parties understand and agree that, except as specifically provided in this Agreement, neither party grants the other party the power or the authority to make or give any agreement, statement, representation, warranty or other commitment on behalf of the other party or to enter into any contract or otherwise incur any liability or obligation, express or implied, on behalf of the other party, or to transfer, release, or waive any right, title, or interest of such other party.

12. Export Compliance

Customer understands and acknowledges that I-Lien Software is subject to regulation by agencies of the U.S. government including, the U.S. Department of Commerce, which prohibit export or diversion of certain products and technology to certain countries. Any and all obligations of I-Lien Software to provide the Services shall be subject in all respects to such United States law and regulations as shall from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States, including the Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations ("EAR") issued by the Department of Commerce, International Trade Administration, Bureau of Export Administration ("BXA"). Customer agrees to comply with all export laws and restrictions and regulations of the United States Department of State, Department of Commerce or other United States or foreign agency or

authority, and not to export or re-export any Intellectual Property of I-Lien Software including but not limited to I-Lien Software's ASPs, or any direct product thereof (collectively the "I-Lien Software IP"), in violation of any such restrictions, laws or regulations. Unless all required permits and/or approvals have been obtained, Customer shall not export or re-export I-Lien Software IP outside of the United States, whether directly or indirectly, and will not cause, approve or otherwise facilitate others such as agents, subsequent purchasers' customers or any other third parties in doing so. Customer agrees not to distribute or supply any I-Lien Software IP to any person or entity if there is reason to believe that such person intends to re-export or otherwise to take the I-Lien Software IP or to use the I-Lien Software IP outside of the United States without having all required permits and approvals. The I-Lien Software IP and the underlying information or technology may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Libya, North Korea, Serbia, Sudan, Syria or any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders.

13. Assignment

This Agreement may not be transferred or assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, consent of the other party shall not be required for assignment or transfer made by (i) operation of law or (ii) to an entity that acquires substantially all of its stock, assets, or business without a name change of the Customer. Except as provided in the immediately foregoing sentence, any attempts by either party to assign any of its rights because of a merger or acquisition, or delegate any of its duties hereunder without the prior written consent of the other party shall be null and void.

14. Notice

Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing at the address set forth below and shall be deemed to be delivered and given for all purposes (i) on the delivery date, if delivered personally to the party to whom the same is directed; (ii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt; (iii) three (3) business days if given by mail, postage prepaid, return receipt requested, and (iv) upon completion of transmission, if sent via facsimile with a confirmation of successful transmission.

I-Lien Software

4641 Post Street, Unit #4122

El Dorado Hills, CA 95762

15. Governing Law; Consent to Jurisdiction

This Agreement shall be deemed entered into in El Dorado Hills, California and will be governed by and interpreted according with the laws of the State of California, excluding (i) that body of law known as conflicts of law and (ii) the United Nations Convention of Contracts for the International Sale of Goods. The parties agree that any dispute arising under this Agreement will be resolved in the state courts in El Dorado County or federal courts in Sacramento County, California, and the parties hereby expressly consent to jurisdiction herein.

16. Arbitration

Except that the parties be entitled to apply to the courts for mandatory or injunctive equitable relief, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in accordance with the rules then prevailing of the American Arbitration Association (www.adr.org) and the judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In any such proceeding the arbitrator shall make every reasonable effort to resolve the matter expeditiously and to reduce the costs of the proceeding, by limiting discovery and other means; and neither party shall be entitled under any circumstances to receive punitive or exemplary damages. Unless the parties otherwise agree in writing, such arbitration shall be conducted in El Dorado Hills, California, and the parties consent to jurisdiction and venue in the courts of California located in El Dorado County, California. Each party hereto waives its rights to an appeal and/or a jury. Attorneys' fees are awarded to the prevailing party.

17. Verification

On I-Lien Software's reasonable request, Customer, will furnish I-Lien Software with a signed statement confirming whether the Software is being used by Customer in accordance with this Agreement.

18. Force Majeure

Neither party hereto shall be responsible for any failure to perform its obligation under this Agreement (other than by obligations under Sections governing Confidentiality and Intellectual Property Rights) if failure is caused by acts of God, war, strikes, revolutions, lack or failure of transportation facilities, laws or governmental regulations or other causes that are beyond reasonable control of such party but not limited to illness, death or divorce. Obligations hereunder, however, shall in no event be excused but shall be suspended until the cessation of any cause of such failure. In the event that such force majeure should obstruct performance of this Agreement for more than one hundred eighty (180) calendar days, the parties hereto shall consult with each other to determine whether this Agreement should be modified. The party facing an event of force majeure shall use reasonably commercial efforts to remedy that situation as well as to minimize its effects. A case of force majeure shall be notified to the other party within thirty (30) days after its occurrence and shall be confirmed by a letter.

19. Modifications, Amendments and Waivers

This Agreement may not be modified or amended, including by custom, usage of trade, or course of dealing, except by an instrument in writing signed by duly authorized employee of Customer and Timi Pereira, President of I-Lien Software. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized employee of Customer and Timi Pereira, President of I-Lien Software, and no failure or delay in enforcing any right under this Agreement will be deemed a waiver of any subsequent breach of such provision or the waiver of the provision itself. The only authorized person to sign this Agreement or any modifications, amendments or waivers thereof on behalf of I-Lien Software is Timi Pereira, President.

20. Severability

In the event that any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provisions may be limited or eliminated to the minimum extent necessary, so this Agreement shall otherwise remain in full force, in effect and enforceable.

21. Headings

The headings and subheadings contained herein shall not be considered a part of this Agreement.

22. Counterparts

This Agreement may be executed in several counterparts, all of which shall constitute one and the same Agreement.

23. Survivability

The provisions of this Agreement relating to payment of any fees or other amounts owed, payment of any interest on unpaid fees, confidentiality and warranties and indemnities shall survive any termination or expiration of this Agreement.

24. Audit

During the term of this Agreement and for one (1) year thereafter, I-Lien Software may, upon five (5) business days advance written notice to Customer, audit Customer for the purpose of verifying the information provided by Customer under this Agreement or any applicable Order or Invoice, and for the purpose of verifying that Customer is conforming to the terms of this Agreement or any applicable Order Schedule or Invoice. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. If an audit reveals that Customer has misrepresented its use or has otherwise materially breached this

Agreement or any applicable Order Schedule or Invoice, then Customer shall pay I-Lien Software's reasonable costs of conducting the audit in addition to any fees due to Customer's misrepresentation or material breach. Audits shall be conducted no more than once annually at I-Lien Software's discretion. Further, if an audit reveals that Customer has misrepresented its use in the number of seats or used the Software outside of the terms of the Order Schedule or Invoice, I-Lien Software reserves the right to terminate this Agreement and the licenses granted thereunder.

25. Attorneys' Fees

In any dispute, litigation, or arbitration between I-Lien Software and Customer arising out of or related to this Agreement, the prevailing party shall be entitled to have its attorneys' fees, reasonable expenses, related litigation costs and costs of suit (if any) paid by the non-prevailing party.

26. Order of Precedence

In the event of a conflict between the terms of this Agreement and the terms of any applicable Order Schedule, Order Form or Invoice, the terms of the applicable Order Schedule, Order Form, or Invoice will prevail.

27. Ambiguities

Each party and its counsel have participated fully in the review of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

28. Remedies Cumulative

The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies to which the parties are entitled by law. The exercise by either party of any right or remedy under this Agreement or under applicable law will not preclude such party from exercising any other right or remedy under this Agreement or to which such party is entitled by law.

29. Entire Agreement

This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein. No modification of this Agreement will be effective unless contained in a writing executed by an authorized representative of Customer and Timi Pereira, President of I-Lien Software.

No term or condition contained in Customer's purchase order will apply unless expressly accepted by I-Lien Software in writing.

SCHEDULE A: SOFTWARE MAINTENANCE AND SUPPORT

The terms governing any software maintenance, installation, support services are set forth in the terms below:

SERVICE TERMS AND CONDITIONS

1. Maintenance Services

In consideration for the fees set forth on the applicable Invoice, I-Lien Software shall provide the services set forth in this Section 1 ("Maintenance Services") for a term of one (1) year from the original delivery date of Software and each annual period thereafter unless terminated as provided herein. I-Lien Software may change the Maintenance Services offered and the fees for such Maintenance Services at any time, effective as of the commencement of any renewal period.

(a) Standard Telephone Support

I-Lien Software shall provide Customer technical assistance by telephone with the installation and use of the Software, the identification of Software and/or Documentation problems and the reporting of Bugs during normal business hours (9:00 a.m. to 5:00 p.m. U.S. Pacific Standard Time, Monday through Friday, holidays excepted). The maximum number of hours allotted under this Agreement is 30 MINUTES PER YEAR. Any additional time or telephone support offered outside I-Lien Software's regular business hours will be billed separately at the then current fee for each fifteen (15) minute increment. Customer will designate contacts to request and receive telephone support services from I-Lien Software. Additional Customer contacts located at different branches can be designated, but total support time for companywide not to exceed the 30 minutes per year. The first 30 minutes per year are included with the Software License original initial or renewal. Additional minutes, per 15-minute increments are currently billed at \$37.50. Price may change without notice.

(b) Supplemental Support

Support does not include assistance with the creation of customized applications. Customer may order supplemental telephone support services for such purposes at I-Lien Software's then current fee.

(c) Software Updates

I-Lien Software shall make available to Customer each minor and major functional release of the Software that I-Lien Software makes generally available without additional charge to its maintenance customers for such Software release, provided that Customer is current on its maintenance fee payment schedule. A major functional release is indicated by a change in the first digit of a version number, e.g. from 4.0.0 to 5.0.0; a minor functional release is indicated by a change in the second digit, e.g. from 4.0.0 to 4.1.0. Maintenance releases, which are indicated by a change in the third digit of a version number, e.g. from 5.0.1 to 5.0.2, are provided as needed in response to Customer inquiry. This Agreement does not entitle Customer to software revisions that constitute a new product with similar functions or to a major re-write of the software. I-Lien Software shall determine in its sole discretion if a particular revision constitutes a regular software update or a new Software product.

(d) Computer Programming Errors (Bug) and Fixes

I-Lien Software shall exercise commercially reasonable efforts to correct any reproducible malfunction of the Software reported to I-Lien Software by the Customer that prevents the Software from performing in accordance with the operating specifications described in the then current Documentation, provided that: (i) Customer notifies I-Lien Software promptly upon discovery of the bug (ii) the Software has not been modified by the Customer or any other party. (iii) the bug has not been caused by the Customer, any third party, or it is hardware or operating

Schedule A: Software Maintenance and Support

system related. I-Lien Software will make every effort to fix the bug within a reasonable time but Customer should take into consideration that I-Lien Software will have other on-going projects that may take priority. I-Lien Software will make every effort to provide an estimated time for its completion.

(e) Retirement of Releases

Maintenance Services are provided for a Software product version from the date the version becomes generally available until such version is retired and becomes obsolete. Prior commercial releases of the Software are retired as follows: (i) one month after the commercial release of a subsequent maintenance release; (ii) no sooner than two (2) months after the commercial release of a new minor functional release; (iii) no sooner than six (6) months after the commercial release of a new major functional release. In all events, however, telephone support services are provided with respect to questions regarding the “how to” use of a retired version of the Software for one (1) month following its retirement.

(f) Termination

Customer may terminate the License and Maintenance Services at the end of the term by giving written notice to I-Lien Software at least sixty (60) days prior to the end of any such term. I-Lien Software may suspend or cancel Maintenance Service if Customer fails to make payment pursuant to this Agreement. Either party may terminate the License and Maintenance Service if the other party breaches any material term or condition of the Maintenance Service terms and conditions and the breach is not remedied within thirty (30) days after receiving written notices of the breach. In the event the Agreement is terminated, Maintenance Services will also terminate automatically. License Renewal and Maintenance fees paid are non-refundable.

- (i) **Cancellation fee:** A cancellation fee of \$500 applies, if annual License and Maintenance Services agreement is cancelled without a 60 proper written notice via email to contact@i-lien.net.

(g) Exclusions

I-Lien Software shall have no obligation to support: (i) Software modified without I-Lien Software's written consent, (ii) use of the Software other than in accordance with this Agreement or the Documentation, or (iii) Software that is installed on any computer hardware or is used with any software, not specified in the Documentation (iv) software of third-party vendors (v) networks and network configurations.

(h) Maintenance Fees and Payment

The applicable fee for any renewal period or additional services shall be I-Lien Software's then current price. All software is subject to automatic renewal. If coverage for the License and Maintenance Services lapses as a result of either termination by Customer for any reason or by I-Lien Software for Customer's non-payment, renewal of such service will require payment of a reinstatement fee to I-Lien Software equal to one hundred fifty percent (150%) of the sum of the fees for any previously unpaid contract period(s) plus full payment for the subsequent annual period. License Renewal and Maintenance Services fees will be billed on an annual basis and are payable in advance.

2. Professional Services

Professional Services to assist Customer that are not expressly provided for in Section 1 of this Schedule A and other Consulting Services that Customer may request are available to Customer at I-Lien Software's then current rate for the most current version of the Software (“Professional Services”) per the Master Professional Consulting Services Agreement, Schedule B. These additional Professional Services include but are not limited to customization, data conversions from other vendors' software files, research and development, on- and off-site training, installation, consultation, data correction, accounting services & bank account reconciliation, data review and other Professional Services not included in this Agreement. Customer agrees to pay I-Lien Software for such services upon completion and reimburse I-Lien Software for all reasonable travel and living expenses incurred by I-Lien Software in performing the Professional Services under this Agreement with or without prior approval for the charges as long as the work performed was done with the

Schedule A: Software Maintenance and Support

Customer's knowledge. These expenses are due and payable upon completion of the Professional Services. I-Lien Software reserves the right to request advance payment and/or a deposit for substantial anticipated expenses. Non-payment of the Professional Services fees constitutes breach of the License and Maintenance Agreement and all fees paid are non-refundable.

3. Limitation of Liability

I-Lien Software's limitation of liability for damages from any cause of action whatsoever relating to I-Lien Software's obligation to provide Maintenance Services under this Agreement shall be subject to the following limitations: for Maintenance Services, to the amount paid by Customer for such services for the applicable year minus any expenses for investigation of the issue at hand, for time and for travel provided that (i) software has not been modified, changed, or altered by anyone else other than I-Lien Software, (ii) the operating environment, including hardware and other software meets I-Lien Software's recommended specifications, (iii) the need for service is not caused by the Customer or its agents, employees, servants, or contractors, (iv) Customer promptly notifies I-Lien Software of its need for service and (v) all fees have been prepaid. I-Lien Software liability may be further limited as provided in the Agreement. I-Lien Software shall not be liable for any matter beyond its reasonable control, for any loss, cost, expense or damage to Customer, for indirect, incidental, punitive, exemplary, special, or consequential damages or any kind whatsoever sustained as a result of any breach of warranty under this Agreement by I-Lien Software, negligence or gross negligence, or for any claim made against Customer by any other party, even if I-Lien Software has been advised of the claim or potential claim. Customer shall not assert any claims against I-Lien Software based upon theories of negligence, gross negligence, strict liability, fraud, or misrepresentation.

4. Cooperation and Completion Time

Customer agrees to provide I-Lien Software with the necessary cooperation, facilities, and access to its data for I-Lien Software to properly perform its duties under this Agreement. Completion time for I-Lien Software to perform its duties under this Agreement may be undetermined when a project starts and at times it may take longer than anticipated by both parties. This prolonged time to complete the project does not constitute breach of contract and the liability is limited as specified under warranties.

5. Arbitration

Except that the parties are entitled to apply to the courts for mandatory or injunctive equitable relief, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in accordance with the rules then prevailing of the American Arbitration Association, (www.adr.org) and the judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In any such proceeding the arbitrator shall make every reasonable effort to resolve the matter expeditiously and to reduce the costs of the proceeding, by limiting discovery and other means; and neither party shall be entitled under any circumstances to receive punitive or exemplary damages. Unless the parties otherwise agree in writing, such arbitration shall be conducted in El Dorado Hills, California, and the parties consent to jurisdiction and venue in the courts of California located in El Dorado County, California. Each party hereto waives its rights to an appeal and/or a jury. Any attorneys' fees will be paid per paragraph 25 of the software license and maintenance support agreement.

6. License

Except that any software enhancements, software revisions due to changes in the improvements or any new versions of the Software are provided to Customer pursuant to this Agreement, Customer understands and agrees that Software will be licensed under the terms and conditions of the Software License Agreement section above.

7. Service Contract

THESE SERVICE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE SERVICES TO BE PROVIDED BY I-LIEN SOFTWARE UNDER IT, OR ANY SOFTWARE PROVIDED BY I-LIEN

SOFTWARE UNDER IT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Modifications, Amendments and Waivers of Maintenance Agreement

This Agreement may not be modified or amended, including by custom, usage of trade, or course of dealing, except by an instrument in writing signed by duly authorized employee of Customer and Timi Pereira, President of I-Lien Software. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized employee of Customer and Timi Pereira, President of I-Lien Software, and no failure or delay in enforcing any right under this Agreement will be deemed a waiver of any subsequent breach of such provision or the waiver of the provision itself. The only authorized person to sign this Agreement or any modifications, amendments or waivers thereof on behalf of I-Lien Software is Timi Pereira, President.

SCHEDULE B: MASTER PROFESSIONAL CONSULTING SERVICES AGREEMENT

The terms contained in this Schedule together with those in the License and Maintenance Agreement shall govern the provision of Professional Consulting Services by I-Lien Software to Customer.

I-Lien Software and Customer agree as follows:

1. Definitions

“Professional Consulting Services” or “Consulting Services” means the services requested by Customer including but not limited to customization, data conversions from other vendors’ software files, research and development, on- and off-site training, installation, consultation, data correction, accounting services & bank account reconciliation, and data review.

“Consulting Materials” includes but is not limited to reports, products, software, training materials, specifications, designs, models, processes, and other work and materials that may be related or incidental to Consulting Services.

“Statement of Work (SOW)” means a written document signed by Customer and I-Lien Software that references this Agreement and describes the Professional Consulting Services to be provided by I-Lien Software under this Agreement. Either Customer or I-Lien Software may require a SOW but Customer may agree to the Professional Consulting Services to be performed and I-Lien Software may agree to provide such Professional Consulting Services without a SOW. A SOW is typical of large projects that describe the specifications in detail for projects over Five Thousand Dollars (\$5,000.00). If project has been started assuming that it may cost less than Five Thousand Dollars but later it is determined that project will exceed this amount, then project may not continue without a SOW Agreement and payments made towards the project at hand.

“License and Maintenance Agreement” means the software license agreement in effect on the date of this Agreement pursuant to which I-Lien Software licenses its software products.

“Confidential Information” means any and all non-public data, know-how, trade secrets, software, technology, intellectual property, financial information, product plans, marketing plans, documentation and other information which is related to either the Consulting Services or I-Lien Software’s products or business and the business and technical information which either party learns or receives for the other party, which is designated in writing as confidential by the disclosing party. Orally disclosed Confidential Information must be identified as such at the time of oral disclosure and summarized in writing within thirty (30) days of its disclosure if it is to be protected hereunder. I-Lien Software and Customer agree that the terms and conditions of the Software License Agreement and this Agreement are confidential, and that neither party shall disclose the contents of the Software License and Maintenance Agreement or this Agreement without the prior written consent of the other.

2. Interpretation

This Agreement and each SOW, if any, shall constitute the agreement regarding the Professional Consulting Services described in the particular SOW and the provisions of the SOW and this Agreement shall be read and interpreted as consistently as possible. However, in the event of a conflict between any provision of this Agreement and the SOW, the provisions of this Agreement shall govern.

3. Term

This Agreement shall begin on its acceptance by I-Lien Software and continue for an initial term of one year, and thereafter for successive periods of one year unless and until terminated pursuant to Section 10 hereof. If any Consulting Services are provided under any SOW after this Agreement has been terminated, such Services shall nonetheless be deemed to have been provided under this Agreement and the SOW, if any.

4. Services

Services. I-Lien Software will provide to Customer the Professional Consulting Services agreed upon and described in the applicable SOW, if any.

Schedule B: Master Professional Consulting Services Agreement

Schedule. I-Lien Software will perform the Professional Consulting Services according to the schedule agreed upon and set forth in the applicable SOW, if any.

Additional Services. If, in connection with any Professional Consulting Services provided by I-Lien Software, I-Lien Software provides to Customer, at Customer's request, any work, service, product or any other item not agreed upon, included in the software at the time of delivery or described in any SOW ("Additional Services"), such Additional Services shall be deemed Professional Consulting Services and shall be governed by this Agreement. Customer shall compensate I-Lien Software for such Additional Services at I-Lien Software's then current rate and fees paid shall be non-refundable.

Customer Obligations. Customer shall provide the work, services, material data, specifications, facilities (if necessary) and other items required to be provided by Customer as agreed upon or set forth in the applicable SOW, if any.

5. Service Fees

Service Fees. For the Professional Consulting Services agreed upon or described in a SOW, if any, Customer shall pay to I-Lien Software the fees, expenses and other charges agreed upon or set forth in the applicable SOW, if any, according to I-Lien Software's then current hourly rate.

All such fees, expenses and other charges are due and payable in full as agreed upon or set forth in the applicable SOW and according to Schedule A, Section 2. Professional Services. Customer shall also reimburse I-Lien Software for all costs and expenses incurred by I-Lien Software as a result of Customer's failure to perform any work or service or provide any material, specifications, facility, or other item or fulfill any obligation required of Customer as agreed upon or set forth in the applicable SOW, if any.

Taxes. Service Fees do not include excise, sales, use, value added or other similar taxes, or any duties. Customer shall reimburse I-Lien Software for all such taxes and duties incurred by I-Lien Software in connection with the provision of Professional Consulting Services.

Payment. If Customer fails to pay any amount within thirty (30) days after payment is due, I-Lien Software shall be entitled, without prejudice to any other right or remedy it may have, to charge Customer, and Customer shall pay, a late charge of 10% of the amount of the invoice plus interest on the unpaid amount at a rate of 1.5% per month (but not more than the highest rate allowed by law) from the date the payment became due until payment is actually made, and all costs and expenses (including but not limited to reasonable attorney's fees) incurred by I-Lien Software in collecting such overdue amounts.

Expenses. Customer shall reimburse all reasonable and customary coach travel and other related expenses incurred by I-Lien Software in performance of the Professional Consulting Services. Days spent traveling at Customer's request will be reimbursed at seventy-five percent (75%) of I-Lien Software's then current rate unless otherwise agreed to and specified in a quote or invoice.

6. Intellectual Property Rights

Except as expressly set forth in a SOW, if one exists, all title and interest in and to all products, software, reports, training materials, specifications, design models, processes, methodologies, know-how and other items provided by I-Lien Software to Customer in connection with any Professional Consulting Services ("the Consulting Materials"), and all intellectual property rights in and to the Consulting Materials shall be and remain the property of I-Lien Software (and/or its suppliers if applicable), exclusively. Licensee shall have no right, title, or interest in or to any Consulting Materials, except as expressly set forth in Section 8 of this Agreement.

7. Customer's Right to Use

If any I-Lien Software product or other software or computer code is provided to Customer in connection with any Professional Consulting Services ("the Consulting Software"), Customer shall have a license to use the Consulting Software pursuant to the License Agreement, the Consulting Software shall be deemed to be "Software" as defined in the License Agreement, and Customer shall have no rights in or to the Consulting Software, except as expressly set forth in the License Agreement. Customer shall have no right to sell, license, market, distribute, or otherwise transfer any training materials and Customer's rights with respect to training materials shall be limited to use by Customer's employees in connection with the use of the products provided by I-Lien Software.

8. Warranty

I-Lien Software warrants that the Consulting Services and the Consulting Materials shall conform substantially to the applicable requirements and schedules agreed upon or set forth in the applicable SOW, if any, for ninety (90) days from delivery when operated in the environment specified by I-Lien Software. In the event of any defect or error covered by this warranty, Client agrees to provide I-Lien Software with sufficient detail to allow I-Lien Software to reproduce the defect or error. In the event I-Lien Software confirms that any Consulting Services or Consulting Materials fail to conform substantially to the standards agreed upon or contained in an applicable SOW, I-Lien Software shall use commercially reasonable efforts and Customer shall cooperate with I-Lien Software to correct such nonconformity. However, I-Lien Software is not responsible for any defect or error not reported during the warranty period or any defect or error in Materials that Customer has modified, misused or damaged.

9. DISCLAIMER AND LIMITATION OF REMEDIES

DISCLAIMER. I-LIEN SOFTWARE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, OTHER THAN EXPRESSLY STATED IN SECTION 9 OF THIS AGREEMENT. I-LIEN SOFTWARE DISCLAIMS ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO ALL CONSULTING SERVICES, CONSULTING MATERIALS, CONSULTING SOFTWARE AND ALL OTHER SERVICES MATERIALS AND OTHER ITEMS FURNISHED UNDER IN CONNECTION WITH THIS AGREEMENT.

LIMITATION OF LIABILITY. I-Lien Software's entire liability, and Customer's exclusive remedy, for any and all claims arising under or in connection with this Agreement or related to any item or service provided under or in connection with this Agreement, regardless of the form of action, whether in breach of warranty, contract, tort, strict liability or otherwise, shall be limited to the fees already paid for the Professional Consulting Services, Consulting Materials, Consulting Software or other items or services directly related to the claim less any actual fees paid to third party programmers, expenses and any non-refundable deposit for such Consulting Services.

EXCLUSION OF DAMAGES. IN NO EVENT SHALL I-LIEN SOFTWARE BE LIABLE FOR DAMAGES RESULTING FROM THE LOSS OF DATA OR LOST PROFITS IN CONNECTION WITH ANY CONSULTING SERVICE, CONSULTING MATERIAL , CONSULTING SOFTWARE OR ANY OTHER ITEM OR SERVICE PROVIDED HEREUNDER, OR IN CONNECTION WITH THIS AGREEMENT, NOR FOR THE COSTS OF PROCUREMENT OR SUBSTITUTION OF GOODS OR SERVICES, NOR FOR ANY SPECIAL , INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH , THIS AGREEMENT OR ANY CONSULTING SERVICES, CONSULTING MATERIAL, CONSULTING SOFTWARE OR ANY OTHER ITEM OR SERVICE PROVIDED HEREUNDER, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER IT BE BREACH OF WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. TERMINATION

Convenience. Either party may terminate this Agreement with respect to any or all Professional Consulting Services without cause at any time with at least thirty (30) days prior written notice to the other party.

Cause. I-Lien Software may terminate this Agreement with respect to any or all Professional Consulting Services at any time by written notice to the Customer if Customer (a) fails to pay any service fee or any other charge due for more than ten (10) days after it is due or (b) otherwise fails to perform any material obligation under this Agreement and such failure continues for more than thirty (30) days after written notice thereof. Such termination shall not relieve the Customer from the obligation to pay I-Lien Software all fees and charges due hereunder. If I-Lien Software terminates this Agreement with respect to any Professional Consulting Services for cause, all of Customer's rights under Section 8 of this Agreement with respect to the Consulting Materials and Professional Consulting Services shall also terminate immediately.

Payment Upon Termination. If this Agreement terminates with respect to any Professional Consulting Services for any reason or no reason, I-Lien Software shall have no further obligation to perform Professional Consulting Services with respect to which this Agreement has been terminated. If this Agreement is terminated with respect to any Professional Consulting Services by Customer for convenience or by I-Lien Software for cause, Customer shall promptly pay to I-Lien Software all amounts due, or that become due, as of the effective date of termination plus the payment, if any, next scheduled to be paid after the effective date of termination. Neither termination of this Agreement nor payments of any amounts under this Section shall affect any rights of either party under this Agreement that exist on the date of termination.

Survival on Termination. Except as otherwise expressly set forth in this Agreement, provisions of Sections 1, 2, 5, 6, 7, 8, 10, and 11 shall survive the termination, cancellation, or expiration of the Agreement.

11. CUSTOMER COOPERATION

Customer acknowledges that its timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from its officers, agents and employees and suitably configured computer products ("Cooperation") are essential to performance of Professional Consulting Services and that I-Lien Software shall not be liable for any deficiency in performing services if such deficiency results from Customer's failure to provide full cooperation. Full cooperation is offered to I-Lien Software at no charge back.

**ADDENDUM TO SCHEDULE B:
MASTER PROFESSIONAL CONSULTING SERVICES**

CURRENT FEE SCHEDULE

CHARGES

I-Lien Software will provide consultants to perform PROFESSIONAL CONSULTING SERVICES based on the following current rate schedule that is subject to change:

Resource Level	Hourly Rate (U.S.D./hr.)
Senior Programmer	\$375.00
Project Manager	\$325.00
Programmer	\$300.00
Senior Consultant	\$250.00
Consultant	\$200.00
Travel	\$200.00