

This Agreement is between you (“Licensee”) and Maximum Data Solutions, a Michigan corporation with its principal place of business at 47115 Five Mile Road, Plymouth, Michigan 48170 (“Maximum Data Solutions”) (collectively, the “Parties” and each individually, a “Party”).

For and in consideration of the mutual promises herein contained, and intending to be legally bound thereby, the Parties agree as follows:

1. Definitions

As used in this Agreement:

a. “Access Device(s)” means a tool utilized by Maximum Data Solutions to control access to the Software.

b. “Authorized User(s)” means Licensee’s permitted employees and representatives who have been authorized to use the Software and Documentation pursuant to this Agreement as set forth in an applicable Purchase Order or Quote.

c. “Confidential Information” means information that the disclosing Party considers to be confidential and/or a trade secret and specifically includes the Software and Documentation. Confidential Information does not include information that is entirely in the public domain, was known to the receiving Party prior to disclosure by the disclosing Party, was lawfully received from a third party through no breach of any obligation of confidentiality owed to the other Party or is created by the receiving Party’s employees independently of the other Party’s Confidential Information.

d. “Documentation” means all operator, technical and user manuals, training materials, guides, listings, Specifications and other materials for use in conjunction with the Software, whether in hard copy or electronic form, as furnished by Maximum Data Solutions pursuant to this Agreement.

e. “Fees” means, collectively, “License Fees”, “Professional Service Fees” and “Support Fees”.

f. “Hardware” means all hardware sold to Licensee as identified on an applicable Purchase Order or Quote.

g. “Intellectual Property Rights” means any patent, copyright, trade name, trademark, service mark, trade secret, copyright and any applications or right to apply for registration thereof, Internet domain names, logos, designs, slogans, computer software programs or applications, tangible or intangible proprietary information, know-how, processes, formulae, algorithms.

h. “License Fees” means the license fees for the Software payable by Licensee to Maximum Data Solutions as set forth in an applicable Purchase Order or Quote.

i. “Licensed Server(s)” means the Licensee Server(s) on which the Licensee is licensed to use the Software.

j. “Licensed Site(s)” means the Licensee site(s) at which Licensee is licensed to install, implement and use the Software.

k. “Permitted Number of Users” means the number of users for which Licensee has paid a License Fee.

l. “Professional Service Fees” means the fees for Professional Services payable by Licensee to Maximum Data Solutions as set forth in an applicable Purchase Order or Quote.

m. “Professional Services” means those services which Licensee contracts Maximum Data Solutions to perform and Maximum Data Solutions agrees to provide as set forth on an applicable Purchase Order or Quote and specifically includes Implementation Services and Training Services, if applicable, and does not include Support Services.

n. “Purchase Order or Quote” means the Purchase Order or Quotes or statements of work to this Agreement, which Maximum Data Solutions and Licensee may execute from time to time and which set forth the Software, Hardware or Services that Maximum Data Solutions shall provide to Licensee. Each Purchase Order or Quote shall be a part of and governed by the terms and conditions of this Agreement. If there is a conflict between this Agreement and any Purchase Order or Quote or addendum, the terms of such documents shall control according to the following hierarchy: (a) Purchase Order or Quote, (b) Addendum or Amendment, and (c) this Agreement.

o. “Services” means Professional Services and/or Support Services.

p. “Software” means the software program(s) being licensed by Licensee as identified on an applicable Purchase Order or Quote and includes any updates, fixes, customizations or upgrade of such program(s) that may be provided under this Agreement.

q. “Specifications” means those specifications wholly contained in the corresponding Software manual.

r. “Support Fees” means the fees for Support Services payable by Licensee to Maximum Data Solutions as set forth in an applicable Purchase Order or Quote.

s. “Support Services” means, so long as Licensee is currently paying Support Fees, those services that Maximum Data Solutions will perform as described in an applicable Purchase Order or Quote.

t. “Term” means the duration of this Agreement in accordance with Section 8.

2. License Grant and Restrictions

a. Grant. During the Term, solely on the terms and conditions set forth in this Agreement and an applicable Purchase Order or Quote, Maximum Data Solutions grants to Licensee a personal, nontransferable, nonexclusive license to use, up to the Permitted Number of Users: (i) the object code form of the Software provided by Maximum Data Solutions at the Licensed Site on the applicable Licensed Server and (ii) the Documentation.

b. Scope of Grant. Licensee may: (i) install and use the Software at a single site for the Permitted Number of Users; (ii) make one (1) copy of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) Maximum Data Solutions' copyright and other proprietary legends are reproduced on each copy. Licensee shall keep appropriate records of the number and location of all copies of the Software and make such records available to Maximum Data Solutions upon reasonable request. Licensee may also make copies of the Documentation for Licensee's own internal use in accordance with this Agreement, provided that Maximum Data Solutions' copyright and other proprietary legends are reproduced on each copy. All copies of the Software and/or Documentation that are made by Licensee shall be the property of Maximum Data Solutions.

c. Restrictions. In addition to other restrictions set forth in this Agreement, Licensee may not: (i) cause, permit or allow reverse assembly or decompilation of the Software or any other examination of the Software for purposes of reverse engineering or encourage a third party to discover the source code of the Software; (ii) use or allow the use of the Software for the benefit of any third party, including without limitation, as a service bureau arrangement, time sharing, rental, provision of publishing services or third party training; (iii) sell, loan, transfer or sublicense the Software or create any derivative works based, in whole or in part, upon the Software; (iv) remove the labels or any proprietary legends from the Software or its Documentation; or (v) assign any rights or delegate any responsibilities under this Agreement without the prior written consent of Maximum Data Solutions and any assignment or delegation of duties in contravention of this Section shall be null and void. Licensee must purchase Support Services.

d. Access Devices. Licensee must use the Access Device provided by Maximum Data Services to access the Software. The Access Device remains the property of Maximum Data Services. At any time, Maximum Data Services may upgrade or replace the Access Device. Licensee agrees to keep the Access Device strictly confidential and shall treat the Access Device as if it was the trade secret of Licensee.

e. Relocation to Another Site. Licensee may relocate the Software with the applicable Licensed Server to a Licensee site other than the Licensed Site, provided that: (i) Licensee obtains the prior written consent of Maximum Data Solutions, and further provided that (ii) Licensee deletes all copies of the Software from the current Licensed Site and provides Maximum Data Solutions with written evidence of its deletion.

f. Title. Maximum Data Solutions reserves all Intellectual Property Rights in the Software not expressly granted. Licensee understands that the license granted herein transfers

neither title nor any Intellectual Property Rights to Licensee with respect to the Software or the media on which it is recorded or printed.

g. Consequences of Non Compliance. Upon Maximum Data Solutions' request, but no more than twice a year, Maximum Data Solutions may verify Licensee's adherence to the license limitations set forth in this Agreement. If Maximum Data Solutions determines that Licensee is exceeding the authorized scope of usage of the Software, upon notice to Licensee, Licensee shall pay, within ten (10) days, the additional fees related to such additional usage plus a non-compliance fee equal to fifty (50%) of such additional fees. This Section does not limit Maximum Data Solutions' right to any other remedy available at law including, without limitation, the termination of this Agreement or injunctive relief.

h. Export Laws. Licensee agrees to comply with any and all applicable export laws with respect to the Software. Licensee shall be solely responsible for obtaining any required export and import authorizations for any export of the Software outside of the country in which the Software is delivered to Licensee. Licensee shall not export the Software or any technical data therefrom in violation of United Nations embargoes or United States laws and regulations, including the Export Administration Act of 1979, as amended, and successor legislation, and the Export Administration Regulations issued by the United States Department of Commerce.

3. Fees

a. License Fees. Licensee shall pay to Maximum Data Solutions License Fees in the amount set forth in an applicable Purchase Order or Quote. Nonpayment of the License Fees will result in the termination of Licensee's rights under Section 2 of this Agreement.

b. Support Fees. Licensee shall pay to Maximum Data Solutions Support Fees in the amount set forth in an applicable Purchase Order or Quote. Nonpayment of the Support Fees will result in the termination of Support Services under Section 4 and Licensee's rights under Section 2 of this Agreement.

c. Professional Services Fees. In the event that Licensee contracts Maximum Data Solutions for Professional Services, Licensee shall pay to Maximum Data Solutions the Professional Services Fees in the amount set forth in an applicable Purchase Order or Quote.

d. Hardware Fees. In the event that Licensee purchases Hardware from Maximum Data Solutions, Licensee shall pay to Maximum Data Solutions Hardware Fees in the amount set forth in an applicable Purchase Order or Quote.

e. Payment Purchase Order or Quote. Unless otherwise expressly set forth in an applicable Purchase Order or Quote, Licensee shall pay all Fees within thirty (30) days from receipt of Maximum Data Solutions' invoice listing such Fees.

f. Increase in Fees. The fees set forth on an applicable Purchase Order or Quote are subject to change at any time. Any increase in fees, including subscription fees, may become effective only upon at least forty-five (45) days written notice from Maximum Data Solutions to the Licensee, which notice shall set forth the new fees and effective date(s) thereof.

4. Support Services

a. **Mandatory.** Support Services are mandatory. Support Services are subject to Maximum Data Solution's Annual Support and Maintenance Agreement.

b. **Standard Method of Delivery of Support Services.** Provided that Licensee has currently paid all applicable Support Fees, Maximum Data Solutions shall provide Support Services as may be set forth on an applicable Purchase Order or Quote subject to the Annual Support and Maintenance Agreement.

5. Professional Services

a. **Professional Services.** Maximum Data Solutions shall provide Professional Services as may be set forth in an applicable Purchase Order or Quote.

b. **Licensee Responsibilities.** Licensee will provide Maximum Data Solutions with access to Licensee's personnel and facilities as reasonably necessary for Maximum Data Solutions to provide the Professional Services.

c. **Use of Subcontractors.** Maximum Data Solutions may employ assistants or subcontractors to provide all or part of the Professional Services, provided that Maximum Data Solutions remains ultimately responsible for all Professional Services and for the subcontractors' compliance with this Agreement.

d. **Independent Contractor Relationship.** The relationship between Maximum Data Solutions and Licensee is that of independent contractor. Nothing in this Agreement is intended as, or will be construed as, creating a relationship of joint venturers, partners, employer-employee, franchisor-franchisee or agent. Both Parties agree to take such steps as are reasonably requested by the other Party to ensure that each Party will be deemed an independent contractor. Neither Party has the authority to create any obligations for the other, or to bind the other to any representation or document.

6. Confidentiality

a. **Non-Disclosure.** To assure the protection of Confidential Information during the Term and indefinitely thereafter, the Parties agree as follows:

- (i). Neither Party shall use Confidential Information or add the Confidential Information to its own records unless required to perform under this Agreement. Further, neither Party shall disclose any of the Confidential Information to its shareholders, directors, officers and employees other than for the express purpose of this Agreement; and
- (ii). The Parties shall have policies and procedures to insure the confidentiality of the Confidential Information, including without limitation, requiring that all Authorized Users comply with the terms of this Section. Upon Maximum Data Solutions' written request, Licensee will provide

Maximum Data Solutions with copies of the Licensee's policies and procedures regarding Confidential Information.

b. Survival. The provisions of this Section will survive termination of this Agreement.

7. Indemnification

a. General. Each Party agrees to indemnify and defend the other Party, its agents, employees, officers and directors, harmless from and against any third party claim that is proximately caused by the indemnifying Party's performance of or actions under this Agreement and for any damages and costs, including reasonable attorney fees, finally awarded against the indemnified Party, paid in settlement and/or incurred in the defense of such claim.

b. Intellectual Property. Maximum Data Solutions agrees to indemnify and defend Licensee against any claim or action brought by any third party for actual infringement of any United States patent, copyright, or trade secret based upon Licensee's use of the Software in accordance with this Agreement and to pay any damages and costs, including reasonable attorneys fees, finally awarded against Licensee, paid in settlement and/or incurred in the defense of such claim or action. Maximum Data Solutions may, in its sole discretion, (a) procure for Licensee the right to continue using the Software; (b) provide a substitute, non-infringing Software at no cost to Licensee; or (c) terminate this Agreement and refund all fees paid by Licensee, including without limitation, Software, Hardware, Support and Service fees.

c. Procedure. The indemnified Party shall give the indemnifying Party prompt written notice of any threat, warning, or notice of any claim as set forth in Section 7(a) and/or Section 7(b). The indemnifying Party shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing. The indemnifying Party shall not be responsible for any settlement entered into without its consent.

d. Alternatives. In the event of a claim or action under Section 7(b), Maximum Data Solutions may, in its sole discretion, (a) procure for Licensee the right to continue using the Software; (b) provide a substitute, non-infringing Software at no cost to Licensee; or (c) terminate this Agreement and refund to Licensee a pro rata percentage of the License, Service and Hardware Fees.

e. Exclusions. Maximum Data Solutions shall have no obligation under Section 7(b) with respect to any claim or action that is based upon (a) Licensee's use of the Software in breach of Section 2 of this Agreement; (b) use of the Software with any product, software or system not provided by Maximum Data Solutions; or (c) modification of the Software without the knowledge and written approval of Maximum Data Solutions.

8. Term

a. Subscription License: If Maximum Data Solutions licenses the Software to Licensee on a subscription basis, this Agreement shall remain in effect for a period of twelve

(12) months and shall automatically renew for subsequent three (3) month terms (any such time period, a “Renewal Term”) so long as Licensee has renewed or extended its subscription as set forth in an applicable Purchase Order or Quote. If the Licensee renews or extends its subscription, the Term shall be correspondingly increased to include such renewal or extension period.

b. Term License: If Maximum Data Solutions licenses the Software to Licensee on a term basis, this Agreement shall begin on the effective date and remain in effect for a period of time as set forth on the applicable Purchase Order or Quote. The term shall renew automatically for successive one-year terms unless Maximum Data Solutions notifies Licensee in writing at least sixty (60) days before expiration of the then-current term.

c. Licensee may voluntarily terminate the Agreement by exercising its buy-out option as set forth in an applicable Purchase Order or Quote.

d. A Party may give the other Party written notice of its intent not to renew its subscription within sixty (60) days prior to the expiration of the then-current Term.

e. In the event that Maximum Data Solutions, in its sole discretion, determines that Licensee has violated Sections 2, 6 and/or 7 of this Agreement, Maximum Data Solutions may immediately terminate this Agreement. In such an event, Maximum Data Solutions may also utilize the Access Device to prevent Licensee from using the Software.

f. Either Party may terminate this Agreement immediately upon written notice if the other Party ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization.

g. Upon the termination of this Agreement, Licensee hereby agrees that Maximum Data Solutions may prohibit Licensee’s access to the Software by utilizing the Access Device to deny Licensee access to the Software.

h. Licensee agrees that upon termination of this Agreement, all property of Maximum Data Solutions will be returned to Maximum Data Solutions including without limit any Confidential Information and/or Access Devices, copies of the Software and Documentation. Alternatively, with Maximum Data Solutions’ consent, Licensee may destroy all property of Maximum Data Solutions in its possession or control, however, within five (5) business days of such destruction, Licensee must certify to Maximum Data Solutions in writing, signed by a corporate officer of Licensee that it no longer possesses or controls any property of Maximum Data Solutions.

i. **Injunctive Relief.** It is understood and agreed that notwithstanding any other provisions of this Agreement, a breach by Licensee of Sections 2 or 6 of this Agreement will cause Maximum Data Solutions irreparable damage for which recovery of money damages would be inadequate, and that Maximum Data Solutions shall therefore be entitled to obtain timely injunctive relief to protect its rights under this Agreement in addition to any and all remedies available at law.

9. LIMITATION OF LIABILITY

a. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

b. IN NO EVENT SHALL MAXIMUM DATA SOLUTIONS' TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF LICENSE FEES PAID BY LICENSEE UNDER THIS AGREEMENT. THE LIMITATION OF LIABILITY IN THIS SECTION REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED WILL SURVIVE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY PROVIDED IN THIS AGREEMENT INURE TO THE BENEFIT OF MAXIMUM DATA SOLUTIONS, ITS AFFILIATES AND TO ALL OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS.

10. WARRANTIES

a. SOFTWARE: MAXIMUM DATA SOLUTIONS PROVIDES THE SOFTWARE "AS IS," AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. MAXIMUM DATA SOLUTIONS SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

Licensee agrees that if the Software conforms to the description as contained in an applicable Purchase Order or Quote, it cannot make any claim for breach of warranty. Licensee further agrees that if the Software does not conform to the specifications as contained in an applicable Purchase Order or Quote, Licensee's sole remedy at the discretion of Maximum Data Solutions is the repair or replacement of the non-conforming portion of the Software.

b. SERVICES: MAXIMUM DATA SOLUTIONS PROVIDES THE SERVICES "AS IS," AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. MAXIMUM DATA SOLUTIONS SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

Licensee agrees that if the Services conform to the description as contained in an applicable Purchase Order or Quote, it cannot make any claim for breach of warranty. Licensee further agrees that if the Services do not conform to the specifications as contained in an applicable Purchase Order or Quote, Licensee's sole remedy is the re-performance by Maximum Data Solutions of the non-conforming Services.

c. **HARDWARE:** MAXIMUM DATA SOLUTIONS PROVIDES THE HARDWARE “AS IS,” AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. MAXIMUM DATA SOLUTIONS SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

11. Dispute Resolution

a. Licensee and Maximum Data Solutions agree to attempt in good faith to resolve any dispute arising out of this Agreement. Licensee and Maximum Data Solutions agree that the following procedure must be followed before the institution and maintenance of an action for judicial relief, except that either Party may immediately seek judicial relief in the event of the other Party’s breach of its obligations regarding Confidential Information or proprietary rights.

b. In the event of a dispute between Licensee and Maximum Data Solutions arising out of the contents of this Agreement, a senior executive of each Party shall meet within fifteen (15) days of written notice of dispute. If the senior executives cannot resolve the dispute within fifteen (15) days, Licensee and Maximum Data Solutions agree that the dispute shall be submitted to non-binding mediation in accordance with the then current Model Procedure and/or Rules for Mediation of Disputes of the CPR Institute for Dispute Resolution and Licensee and Maximum Data Solutions agree to bear equally the cost of the mediator and the CPR fees. Either Licensee or Maximum Data Solutions may initiate mediation by written request to the other Party. Licensee and Maximum Data Solutions agree that submission of any such dispute to mediation is a condition precedent for invoking the jurisdiction of any court over the subject matter of their dispute. Licensee and Maximum Data Solutions agree that such mediation shall be conducted in the State of Michigan by mutually agreed upon mediators.

c. If Licensee and Maximum Data Solutions have not resolved the matter within ninety (90) days after receipt of the notice of the dispute, either Licensee or Maximum Data Solutions may institute and maintain legal proceedings in accordance with the applicable provisions set forth in this Agreement.

d. The mediation and all proceedings, discovery and the mediation result shall be treated as Confidential Information, as defined in this agreement. The Parties, their witnesses, their counsel and the mediator(s), to the extent not already bound by the confidentiality provisions of this Agreement, shall sign appropriate non-disclosure agreements and shall not disclose any information obtained during the course of the mediation to any person or entity who or that is not a Party to the mediation unless required by law. Attendance at the mediation shall be limited to the mediator(s), the Parties, their counsel, and those called as witnesses, if any.

12. Compliance with Laws

The Parties agree to comply with all applicable laws, statutes, rules, regulations and ordinances, including laws pertaining to privacy, equal employment opportunity, employment practices, immigration and data protection, and will maintain all permits, certificates and licenses required by law.

13. Miscellaneous

a. If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

b. This Agreement and the relations between the parties under it shall be construed in accordance with the laws of the State of Michigan without regard to the conflicts of laws principles thereof and specifically excluding the United Nations Convention on Contracts for the International Sale of Goods.

c. The Parties agree that any legal action, suit or proceeding arising out of or related to this Agreement will be instituted or brought in the courts of the State of Michigan, Wayne County, or in the United States District Court for the Eastern District of Michigan. By execution of this Agreement, each of the Parties irrevocably accepts and submits to, for itself and in respect of its property generally and unconditionally, the jurisdiction of such courts and to all proceedings in such courts.

d. Upon written notice to Licensee, Maximum Data Solutions may assign its rights under this Agreement or delegate its duties under this Agreement to a third party.

e. Any notice or communication required or permitted to be given pursuant to this Agreement shall be made in writing and will be: (a) delivered by hand; (b) sent by United States certified mail, return receipt requested, postage prepaid, (c) sent by facsimile transmission or (d) sent by e-mail, and in all cases addressed as follows (or to such other address, facsimile number or e-mail address as provided to the other Party pursuant to this Section):

If to Maximum Data Solutions: Maximum Data Solutions

Attn: _____

Fax: _____

Email: _____

47115 Five Mile Road

Plymouth, Michigan 48170

If to Licensee:

To contact information on record with Maximum Data Solutions or to:

Attn: _____

Fax: _____

Email: _____

f. All such notices and communications as provided in this Section shall (i) if delivered personally, be deemed given upon delivery and (ii) if delivered by facsimile transmission by certified mail or e-mail, be deemed given upon receipt.

g. The subject headings of this Agreement have been placed thereon for the convenience of the Parties and shall not be considered in any question of interpretation or construction of this Agreement.

h. The failure of either Party to enforce at any time or for any period of time any provision of this Agreement shall not be construed as a waiver of such provision or of the right of such Party thereafter to enforce such provision.

i. If Maximum Data Solutions or Licensee are prevented from performing their duties or responsibilities under this Agreement by reason of any fire or other casualty; acts of God; earthquake; floods; explosion; extraordinary actions of the elements; war; riots; mob violence; acts of terrorism; inability to procure or a general shortage of labor, Hardware, facilities, materials or supplies in the open market; strikes; lockouts; actions of labor unions; condemnation; court orders; laws, regulations or orders of government or military authorities; or any other cause, whether similar or dissimilar to the foregoing, not within the control of such Party whose performance is delayed (a "Force Majeure Event"), but excluding therefrom any cause attributable to the financial inability of the Party to perform or procure performance, such failure to perform shall not be deemed a breach of this Agreement so long as performance is promptly undertaken upon cessation of the Force Majeure Event and thereafter diligently pursued to completion within the applicable time frame set forth in this Agreement or, if there is no such time frame, within a commercially reasonable time thereafter.

j. This Agreement supersedes any and all prior and contemporaneous communications, negotiations or documents regarding the subject matter of this Agreement and is the complete expression of the Agreement between Maximum Data Solutions and Licensee. This Agreement may not be modified or amended unless made in writing duly signed by authorized representatives of the Parties.

k. WAIVER OF JURY TRIAL. MAXIMUM DATA SOLUTIONS AND LICENSEE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT ONE THAT MAY BE WAIVED. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, MAXIMUM DATA SOLUTION AND LICENSEE WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement this ___ day of _____, 2007.

Maximum Data Solutions

By:

Printed Name:

Title:

(“LICENSEE”)

By:

Printed Name:

Title: