

PAVIN' THE WAY SOFTWARE, LLC
PRODUCT LICENSE AGREEMENT – TERMS AND CONDITIONS

This Product License Agreement (“Agreement”) entered into between Pavin' the Way Software, LLC (“Pavin' the Way”), an Indiana Limited Liability Company with its principal offices located at 1427 West 86th Street #123, Indianapolis, IN 46260 and YOUR COMPANY NAME (“Client”), whose name, address, and state of incorporation is set forth below, (collectively “the Parties”), determines the rights and obligations of Pavin' the Way and YOUR COMPANY NAME with respect to the subject matter of this Agreement.

Company:	YOUR COMPANY NAME
Address:	YOUR ADDRESS
City/State/Zip:	YOUR CITY STATE ZIP

1.0 License and Payment.

1.1 Pavin' the Way grants to Client a perpetual, non-exclusive, and non-transferable license (“License”) to Use the computer programs with the Number of Concurrent Users and Number of Servers as designated in Schedule A attached hereto (the “Products”).

1.2 Client will pay Pavin' the Way the License Fees, and any applicable Sales Tax on License Fees, as set forth in Schedule A attached hereto. In addition to the Sales Tax on License Fees, Client shall pay any other sales, use, excise, value-added, or other taxes based upon the Products licensed (collectively, “Taxes”), excluding taxes based on Pavin' the Way’s net income.

2.0 Delivery and Installation.

2.1 Promptly after receipt of License Fee, Pavin' the Way shall deliver the Products to Client, including one copy of the Software and one copy of the Documentation on appropriate media or machine.

2.2 Client shall, at its expense, be responsible for installation of Hardware, User training, data conversion, and other services necessary to installing and using the Products.

3.0 Definitions.

3.1 “Effective Date” means the date when authorized representatives of both Pavin' the Way and Client have signed this Agreement as indicated at the end of this Agreement in the space marked “Date” below Pavin' the Way’s signature to this Agreement.

3.2 “Use” means writing the Products into and reading the Products out of memory of any computing device or the execution of the Products, in whole or in part, by any computing device for the purpose of performing the internal business of Client’s customer specified in Schedule A. Use does not include using the Products for the business needs of a person or entity other than Client’s customer specified in Schedule A, such as providing outsourcing, service bureau, on-line services or training to third parties.

3.3 “User” means those employees, consultants, suppliers, customers, and consumers of Client who are authorized by the terms of this Agreement to Use the Products.

3.4 “Number of Concurrent Users” means the maximum number of Client’s employees, consultants, suppliers, customers, and consumers that constitute the number of peak simultaneous Users running any on-line program within an application license grouping (if licensed as Standard Products) or within a process application suite (if licensed as a Process Suite) as set forth in Schedule A.

3.5 “Number of Servers” means the maximum number of CPUs on which the Software may be installed by Client or by Pavin' the Way as host for Client, as specified for each Product licensed and set forth in Schedule A. A CPU shall be considered a server when the server portion of the Product resides on that CPU. Location, server description, operating system release number, server serial number, media required, and database upon which the Products are to be installed, shall be as set forth in Schedule A or in an addendum to this Agreement.

3.6 “Number of Sites” means the maximum number of street addresses, regardless of number of buildings, at which the server portion of the Products are installed. The site addresses must be set forth in Schedule A or in an addendum to this Agreement.

3.7 “Software” means the software portion of the Products, any updates, revisions, new versions, supplements, and all permitted copies of the foregoing supplied by Pavin' the Way to Client, whether in machine readable or printed form.

3.8 “Documentation” means all documentation, whether in machine-readable or printed form, supplied by Pavin' the Way to Client, including any updates, revisions, new versions, and supplements to the documentation.

3.9 “Products” means the products, owned either by Pavin' the Way or its Third Parties, designated on Schedule A to this Agreement, each of which includes the Software and the Documentation.

3.10 "Support" means the assistance provided by Pavin' the Way, directly or indirectly, to Client as set forth in Section 4 of this Agreement.

3.11 "Third Party" means a business entity that has authorized Pavin' the Way to distribute that entity's Software and Documentation to Client by sublicense between Pavin' the Way and Client.

3.12 The singular and plural shall each include the other, and this Agreement shall be read accordingly when required by the facts.

4.0 Product Support.

4.1 Pavin' the Way shall provide Support to enable the Products to perform in accordance with the Product specifications in effect at the time the Support is provided. Client shall report to Pavin' the Way any errors, malfunctions, or defects that cause the Product to fail to perform any material function set forth in the then current Product specifications and Documentation. Support shall include reasonable efforts to correct the error, malfunction, or defect. Pavin' the Way shall only be obligated to provide Support if the Client has paid the applicable Support fees and provides Pavin' the Way with all information, documentation, technical assistance and access to the computing device on which the Product is installed and any other equipment and personnel necessary to assist Pavin' the Way. Pavin' the Way shall not be obligated to provide Support if the Product is not used in accordance with the then current Product specification or if any error, malfunction, or defect reported by Client is found by Pavin' the Way to be due to a cause other than the Product. Client shall pay Pavin' the Way, at Pavin' the Way's then current hourly rate for Support service, for the time Pavin' the Way expends responding to a Client report of an error, malfunction, or defect if such error, malfunction, or defect does not exist, Client does not assist Pavin' the Way as required, the Product is not used in accordance with the Product specification, or the error, malfunction, or defect is not caused by the Product. If any such error, malfunction, or defect may reasonably be corrected by Pavin' the Way, Pavin' the Way may correct it and Client shall reimburse Pavin' the Way for such correction at Pavin' the Way's then current hourly rate for Support.

4.2 Support further includes the items set forth in the Support Description for each Product as designated in Schedule A to this Agreement.

4.3 Pavin' the Way warrants that at the time of delivery of the Products, the media containing the Products will be free of material defects. CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE LIMITED WARRANTY IN THIS SECTION 4.5 IS REPLACEMENT OF THE DEFECTIVE MEDIA. THE FOREGOING EXPRESS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PAVIN THE WAY SOFTWARE, LLC DOES NOT WARRANT THAT THE USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED.

5.0 Term of Agreement.

The term of the License granted under this Agreement is perpetual and shall commence upon the Effective Date and shall continue unless terminated by Pavin' the Way or Client as permitted by this Agreement. Otherwise, the term of this Agreement shall continue upon termination of Support in accordance with this Agreement.

6.0 Proprietary Rights.

6.1 Client acknowledges and agrees that the Products, the ideas, methods of operation, sub-systems and modules included in the Products, the graphical user interfaces for the Products, and the look and feel of the Products are proprietary materials which contain valuable trade secrets and that all copyrights, trade secret rights, trademark rights, patent rights and other intellectual property rights to the Products are owned exclusively by Pavin' the Way and its respective Third Parties, subject to the License.

6.2 Pavin' the Way and its Third Parties retain title to all proprietary rights, including patent, trademark, copyright and trade secret rights related to the Products, copies of the Products and enhancements or modifications to the Products developed by Pavin' the Way or its Third Parties. Client may own all proprietary rights to software and documentation developed by Client, excluding any portions or derivative works of Pavin' the Way's, or its Third Party's, Products incorporated therein. Enhancements and modifications may be used in conjunction with the Products only in compliance with this Agreement.

6.3 As further provided in Section 14 below, Section Client shall take reasonable precautions to safeguard the confidentiality of the trade secrets contained in the Products provided to Client under this Agreement. Client shall not allow the Products to be made available to any third party who is not a User, unless the third party enters into a non-disclosure and non-use agreement on terms acceptable to Pavin' the Way. Client shall not disassemble, decompile, or reverse engineer the Software.

6.4 Client shall keep the Products free and clear of all liens and security interests, and may not sublicense or assign any interest in the Products.

6.5 Pavin' the Way shall have the right to inspect, with reasonable notice, during normal business hours, any location where the Products are being used and to run the Software for the purpose of auditing its use.

7.0 Products Owned by Pavin' the Way Third Parties.

7.1 The portions of the Products that are owned by Pavin' the Way's Third Parties are sublicensed by Pavin' the Way to Client under this Agreement.

7.2 If the terms of a Third Party's user license agreement ("Third Party License") conflict in any way with the terms and conditions of this Agreement, such Third Party License shall be attached as an Schedule to this Agreement, and the terms of the Third Party License shall govern any conflicts between this Agreement and the Third Party License for the applicable portions of the Products, except that the limitations on the liability of Pavin' the Way under Section 13.0 shall continue to apply to those Products.

8.0 Number of Concurrent Users.

The number of individuals authorized by Client to Use any Product shall not exceed the Number of Concurrent Users specified for the Products on Schedule A. Client shall take reasonable precautions to ensure that the Number of Concurrent Users are not exceeded, including periodic audits of Use of the Products. Client may request, in writing to Pavin' the Way, that the Number of Concurrent Users be increased. Upon payment of the then current Pavin' the Way pricing for the new level of Users, signing by Client and Pavin' the Way of an addendum to this Agreement indicating the new number of Users and the new payment level, and Pavin' the Way's receipt of such payment, the additional Users shall be authorized.

9.0 Number of Sites.

The number of sites authorized by Client at which the Product is installed shall not exceed the Number of Sites specified for the Products on Schedule A. Client shall take reasonable precautions to ensure that the Number of Sites is not exceeded, including periodic audits of Use of the Products.

10.0 Copies of Software and Documentation.

Client may copy Documentation for Pavin' the Way-owned Products only on a limited basis related to the number of Users of the Products. All copies of the Documentation shall have all of the restrictive and proprietary notices as they appear on copies of the Documentation provided by Pavin' the Way. Unless otherwise provided for in writing, Client may not copy Documentation for Third Party-owned Products.

11.0 Infringement.

11.1 Pavin' the Way shall, at its expense, defend any suit or claim brought against Client and shall indemnify Client against an award of damages and costs against Client by a final court judgment based on a claim that Client's Use of a Product infringes a United States copyright if Client: (a) notifies Pavin' the Way in writing of the suit or claim within ten days after Client receives notice; (b) gives Pavin' the Way sole authority to defend or settle the suit or claim; (c) gives Pavin' the Way all information in Client's control concerning the suit or claim; and (d) reasonably cooperates and assists Pavin' the Way with defense of the suit or claim.

11.2 If any Product becomes or in Pavin' the Way's opinion is likely to become the subject of a suit or claim of infringement of a United States copyright, Pavin' the Way shall at its option and expense: (a) obtain the right for Client to Use the Product; (b) replace or modify the Product so that it becomes non-infringing; or (c) terminate the License for the infringing Product and this Agreement to the extent it relates to the infringing Product. If Pavin' the Way terminates the License for the infringing Product: (a) Client will cease to Use the infringing Product and will return it to Pavin' the Way and (b) Pavin' the Way shall pay Client, as Client's sole and exclusive remedy against Pavin' the Way (other than indemnification by Pavin' the Way under this Section) an amount equal to the License Fee paid under this Agreement for the infringing Product less any cumulative amortization or depreciation of that Product by Client on its financial statements as of the date when Pavin' the Way terminates the License for the infringing Product.

11.3 Pavin' the Way shall have no liability to Client under this Section 11.0 if any suit or claim of infringement is based upon the use of the Product: (a) in combination with any product not furnished by Pavin' the Way or its Third Party, (b) in a modified state not authorized by Pavin' the Way, or (c) in a manner other than for which it was designed, if infringement would have been avoided without such use of the Product. Pavin' the Way shall not be liable to Client for any infringement outside the United States.

12.0 Default and Termination.

12.1 Pavin' the Way may terminate this Agreement and the License granted to Client if Pavin' the Way is in compliance with this Agreement and either (a) Client fails to pay Pavin' the Way any amounts when due Pavin' the Way or (b) Client is in material default of any other provision of this Agreement and such default has not been cured within 30 days after Pavin' the Way gives Client written notice describing the default. Upon such termination, Pavin' the Way may (i) declare all amounts owed to Pavin' the Way by Client to be immediately due and payable; (ii) require that Client cease any further use of the Products and immediately return the Products and any copies to Pavin' the Way; and (iii) cease performance of all of Pavin' the Way's obligations under this Agreement.

12.2 Client may terminate this Agreement and the License granted to Client if Client is in compliance with this Agreement and Pavin' the Way is in material default of any provision of this Agreement and such default has not been cured within 90 days after Client gives Pavin' the Way written notice describing the default. Upon such termination, (a) Client will have no further payment obligations to Pavin'

the Way under this Agreement and (b) Pavin' the Way may require that Client cease any further use of the Products and immediately return the Products and any copies to Pavin' the Way.

12.3 Upon termination of this Agreement by Pavin' the Way or Client, Sections 3.0, 4.5, 6.0, 7.0, and 11.0 through 27.0 of this Agreement shall survive.

13.0 Limitation of Liability.

13.1 AFTER THE PARTIES HAVE SIGNED THIS AGREEMENT, CLIENT'S EXCLUSIVE REMEDIES FOR PRODUCT RELATED MATTERS WILL BE AS DESCRIBED IN THIS AGREEMENT, SUBJECT TO THE LIMITATIONS OF THIS SECTION 13.

13.2 PAVIN THE WAY SOFTWARE, LLC SHALL NOT BE LIABLE FOR ANY EXPENSE OR DAMAGE ARISING OUT OF ANY ERASURE, DAMAGE OR DESTRUCTION OF DATA OR PROGRAMS. CLIENT SHALL BE RESPONSIBLE FOR MAKING BACKUP COPIES OF FILES, DATA, AND PROGRAMS, AS PROVIDED HEREIN.

13.3 IN NO EVENT SHALL PAVIN THE WAY SOFTWARE, LLC OR ITS THIRD PARTIES BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS.

13.4 EXCEPT ONLY FOR INDEMNIFICATION BY PAVIN THE WAY SOFTWARE, LLC UNDER SECTION 11.1 ABOVE, PAVIN THE WAY SOFTWARE, LLC'S AND ITS THIRD PARTIES' AGGREGATE LIABILITY FOR DAMAGES TO CLIENT OR OTHERS SHALL BE LIMITED TO ACTUAL DIRECT MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED: (A) THE INITIAL LICENSE FEE PAID BY CLIENT FOR THE AFFECTED PRODUCTS IF THE CLAIM AROSE WITHIN ONE (1) YEAR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, OR (B) THE MOST RECENT ANNUAL SUPPORT FEE PAID BY CLIENT FOR THE AFFECTED PRODUCTS IF THE CLAIM AROSE MORE THAN ONE (1) YEAR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT.

13.5 CLIENT ACKNOWLEDGES THAT THESE LIMITATIONS ON LIABILITY ARE REASONABLE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE. CLIENT WAIVES ALL OTHER LEGAL AND EQUITABLE REMEDIES.

14.0 Confidentiality, Proprietary Nature of Information. The parties hereto acknowledge that all information and documents disclosed by a party, or which come to the receiving party's attention during the course of its performance of its obligations under this Agreement, constitute a valuable asset of and are proprietary to the disclosing party. Therefore, each party shall keep confidential and not disclose or otherwise make available to any third party any confidential information, advice or material of any nature that is provided or made available by the other party, including but not limited to any source code or any written reports or other data, without the prior written consent of the other party. This provision shall survive termination of this Agreement.

This section shall not apply to any information that: (i) is in or comes into the public domain through no breach by the recipient of the information of its obligations under this Agreement; (ii) the recipient acquires from a third party who owes no obligations of confidence to the other party to this Agreement in respect thereof; or (iii) was already known to the recipient at the time it received such information from the other party to this Agreement as shown by the recipient's prior written records.

If either Client or Pavin' the Way is requested or required by any legal or investigative process to disclose any information that it is not permitted to disclose, that party shall provide the other with prompt notice of each such request and the information requested so that the other party may seek to prevent disclosure or the entry of protective order. If disclosure is required and a protective order is not obtained, the party from whom disclosure is required shall disclose only such information that it is advised by its counsel is legally required to be disclosed.

15.0 Audit Provision.

During the term of this Agreement, Pavin' the Way will have the right, at its expense and upon no less than five (5) working days prior written notice, to audit Client's systems and services to ensure that Client's use of the Products is in compliance with the terms of the license granted herein. Such audit, which may be conducted by Pavin' the Way personnel under obligations of confidentiality or by an independent auditing firm, will not interfere unreasonably with Licensor's business activities, and will be conducted no more than once per calendar year, unless a previous audit has disclosed a material issue indicating non-conformance with the terms of the license granted herein. If the audit shows material non-conformance to such license, then Client will use commercially reasonable efforts to remedy the non-conformance as soon as practicable. If the non-conformance continues for more than 15 days, then Pavin' the Way shall have the option to declare Client in breach of this Agreement. Pavin' the Way will use information received during an audit solely for the purposes of this Agreement and will otherwise maintain the confidentiality of such information.

16.0 Assignment.

Client may not assign this Agreement or any of its respective rights or obligations under this Agreement unless approved by Pavin' the Way, in writing, prior to such assignment, such approval to not be unreasonably withheld.

17.0 Waiver.

No term or provision of this Agreement shall be deemed waived and no breach shall be deemed excused, unless such waiver is in writing and signed by the party claimed to have waived. No waiver of a breach, whether express or implied, shall constitute waiver of, or excuse for, any different or subsequent breach.

18.0 Export.

Client shall not export the Products from the United States without the prior written authorization of Pavin' the Way and compliance with applicable export laws.

19.0 Excusable Delay.

Neither Pavin' the Way nor Client shall be deemed to be in default of any provision of this Agreement or for any failure in performance, resulting from acts or events beyond the reasonable control of Pavin' the Way or Client, as the case may be. For purposes of this Agreement, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other such major events beyond Pavin' the Way's or Client's reasonable control. This Section 18.0 shall not delay or excuse Client's payment obligations.

20.0 Governing Law, Binding Arbitration, and Venue.

This Agreement is governed by and construed in all respects in accordance with the laws of the State of Indiana. Except for disputes for which injunctive relief is sought, any disputes arising under this Agreement shall be submitted to binding arbitration in Indianapolis, Indiana in accordance with the then prevailing rules of the American Arbitration Association. Any action, to confirm an arbitration award or any other legal action related to this Agreement, shall be instituted only in a federal or state court in the State of Indiana, and Client shall submit to personal jurisdiction of these courts in any such legal action.

21.0 Attorney's Fees and Costs.

Neither party shall be entitled to collect from the other party, the prevailing party's reasonable attorneys' fees and costs in connection with the enforcement of this Agreement.

22.0 Independent Contractor.

Pavin' the Way is providing the Products and Support under this Agreement as an independent contractor.

23.0 Interpretation.

If any provision of this Agreement is found to be unenforceable, such provision shall be deemed to be deleted or narrowly construed to such extent as is necessary to make it enforceable and this Agreement shall otherwise remain in full force and effect. If an ambiguity or question of intent arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Agreement.

24.0 Time Limitation.

Except for actions for non-payment or for breach of Pavin' the Way's proprietary rights, no action arising out of or relating to this Agreement may be brought later than two (2) years after the cause of action became known to the injured party.

25.0 Notices.

All notices required or permitted under this Agreement and all requests for approvals, consents, and waivers must be delivered by a method providing for proof of delivery. A confirmed facsimile transmission shall be deemed to provide proof of delivery. Any notice or request shall be deemed to have been given on the date of delivery. Notices and requests must be delivered to the Parties at the addresses on the first page of this Agreement until a different address has been designated by notice to the other Party.

26.0 Non-Solicitation of Employees.

Neither Party shall directly solicit the services or employment of any employee or agent of the other Party for a period beginning at the Effective Date of this Agreement and ending twelve (12) months after the last date of initial delivery of any of the Products as set forth in Schedule A (as of the Effective Date of this Agreement). The soliciting Party, who violates this Section 25.0, shall pay to the other Party an amount equal to one (1) year's salary for any solicited employee of the other Party, as liquidated damages and not as a penalty. The amount of annual salary shall be the annual salary in effect at the date the employee was solicited. For purposes of this Section 25.0, the term "employee" means current or former employees of the other Party who were employed by the other Party at any time during the period beginning at the Effective Date and ending twelve (12) months after the last date of initial delivery of any Products.

27.0 U.S. Government Restricted Rights.

The Products are provided with Restricted Rights. Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-

7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software -- Restricted Rights at 48 CFR 52.227-19, as applicable and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Pavin' the Way, Inc., 600 North Alabama Suite A, Indianapolis, IN 46204.

28.0 Entire Agreement.

This Agreement and the Schedules listed below and referred to herein, together with any addenda signed by the Parties (collectively, the "Agreement"), constitute the entire agreement between Pavin' the Way and Client with respect to the Products, Support, and other subject matter of this Agreement, and may only be modified by a written amendment or addendum signed by both Pavin' the Way and Client. No employee, agent, or other representative of either Pavin' the Way or Client has authority to bind the other with regard to any statement, representation, warranty, or other expression unless it is specifically included within the express terms of this Agreement or a written addendum signed by both Pavin' the Way and Client. All purchase orders, prior agreements, representations, statements, proposals, negotiations, understandings, and undertakings with respect to the subject matter of this Agreement are superseded by this Agreement.

For PAVIN' THE WAY SOFTWARE, LLC

(Authorized Signature)

John A. White

(Printed Name)

President

(Title)

(Date)

For YOUR COMPANY NAME

(Authorized Signature)

YOUR NAME

(Printed Name)

YOUR TITLE

(Title)

(Date)

SCHEDULE A

APPLICATION SERVICE PROVIDER MODEL LICENSING AND PRICING TERMS

PAYMENT TERMS

Net 15 Days from Invoice Date

Concurrent Users : Unlimited**Number of Sites** : 1

Set-up Fees	\$ 0
Monthly License Fee Intranet	\$ 500
Monthly License Fee Ecommerce	\$ 250
Sales Tax on License Fee	Paid by client

SUPPORT TERMS

Client will use the current release of the product, product defect repairs, enhancements, and new releases, and any Documentation to enable Client to use such product defect repairs, enhancements and new releases, as they become generally available to Pavin' the Way's other Clients and the following Pavin' the Way Helpline Services; (a) Pavin' the Way's standard telephone support, which includes general technical information and assistance with problem determination, isolation, verification, and resolution during the hours of 8 AM to 5 PM Eastern Standard Time, excluding weekends and holidays, and (b) Pavin' the Way's limited telephone support, which includes mission critical and systems-down application and technical support during the hours of 5 PM to 8 AM Eastern Standard Time Monday through Friday and 24 hours per day on Saturday and Sundays, excluding holidays.

Only persons trained on the installation and operation of the Products (as indicated on the Helpline access list provided from time to time by Client to Pavin' the Way) may have access to the Pavin' the Way help line for problem resolution. Pavin' the Way, at its discretion, will install enhancements to, or subsequent releases of, the Products.

License.

Notwithstanding the perpetual license term specified in the Product License Agreement, Pavin' the Way hereby grants to Client a non-exclusive license to use the Pavin' the Way Software on a monthly basis. If Client or Pavin' the Way terminates this Agreement as provided herein, the license granted herein shall immediately terminate.

Fee Changes.

Pavin' the Way may increase the monthly fees payable hereunder, but may only do so after the first anniversary of the Effective Date of this Agreement and then only once annually limited to a 10% annual increase.

Management of Resources.

If Pavin the Way will be hosting the Software licensed by Client on the Pavin' the Way Server, Pavin' the Way will be responsible for the Pavin' the Way Software, the Pavin' the Way System and any third party services or other assets of Pavin' the Way that will be used by Pavin' the Way as part of the Pavin' the Way Services provided hereunder. Such resources shall be collectively referred to as "Pavin' the Way Resources."

Termination.

Either Party may terminate this Agreement at any time upon thirty days prior written notice to the other party. At the end of such notice period, the license granted herein shall immediately terminate and Client shall immediately return all copies, if any, of Pavin' the Way Software licensed under this Agreement. Pavin' The Way will return all data to Client.

THE PARTIES AGREE TO THE TERMS SET FORTH IN THIS SCHEDULE A.**For PAVIN' THE WAY SOFTWARE, LLC****For YOUR COMPANY NAME**_____
(Authorized Signature)_____
(Authorized Signature)**John A. White****YOUR NAME**_____
(Printed Name)_____
(Printed Name)**President****YOUR TITLE**_____
(Title)_____
(Title)_____
(Date)_____
(Date)