

SOFTWARE LICENSING AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on _____, between DivisionX, Inc. ("Licensor"), with its principal place of business located at 805 Falcon Lane, Leander, Texas, 78641 and ("Licensee"), with its principal place of business located at _____ and shall be effective as of _____ (the "Effective Date").

RECITALS

WHEREAS, Licensor is engaged in the business of providing access to Software and Data stored on the Licensor's application server;

WHEREAS, Licensee desires to retain Licensor to perform the services provided for in this agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. Grant of License

Subject to the terms and conditions herein, Licensor hereby grants Licensee a nonexclusive license to (i) execute (the "Software") on Licensor's application server over the Internet, and (ii) transmit ("Data") related to Licensee's use of the Software over the Internet.

2. Use and Access

A. Subject to the restrictions on use as set forth herein, Licensee will have access to the Software and Licensor's application server for the purpose of using the software for its intended purpose and in accordance with the specifications set forth in any documentation relating to the Software provided by Licensor. Such use and access will be continuous on a 24/ basis except for interruptions by reason of maintenance or downtime beyond Licensor's reasonable control.

B. Licensee will use the Software only for its internal business operations and will not permit the Software or Data to be used by or for the benefit of anyone other than Licensee unless otherwise specifically agreed to in writing by the Licensor. Licensee will not have the right to re-license or sell rights to access and/or use the Licensed Software or Data or to transfer or assign rights to access or use the Software or Data, except as expressly provided herein. Licensee may not modify, translate, reverse engineer, decompile or create derivative works based upon the Software or Data. Licensee agrees to use the Software and Data in a manner that complies with all applicable laws including intellectual property and copyright laws. Licensor expressly reserves all rights not expressly granted to Licensee herein.

C. Licensee will not: (i) transmit or share identification or password codes to persons other than authorized users (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized users, or (iii) permit access to the software through a single identification or password code being made available to multiple users

D. Licensor will provide _____ of space on the application server and _____ of traffic for Licensee to use for storage and dissemination of data necessary for use of the Software. If Licensee's use exceeds the base storage space or traffic allotted, Licensee will pay a rate of _____ per megabyte over the allotted storage and Licensee will pay a rate of _____ per megabyte over the allotted traffic. Such incremental fees will be calculated on the average monthly storage and traffic overage and invoiced quarterly.

3. Price and Payment

A. Licensee will pay Licensor the following fees for the license of the Software and Data and access to Licensor's application server:

B. The fees for the license of the Software do not include taxes. If Licensor is required to pay or collect any federal, state, local, or value-added tax on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on Licensor's net income, then such taxes and/or duties will be billed to and paid by Licensee immediately upon receipt of Licensor's invoice and supporting documentation for the taxes or duties charged.

4. Technical Support

Licensor will supply telephone support regarding the Software to Licensee on a reasonable and necessary basis during normal weekday business hours, excluding legal holidays. Additionally, Licensor will, if necessary, provide reasonable support to Licensee through electronic and/or written correspondence.

5. Term and Termination

A. The initial term of this Agreement will commence the day the web site interface for the Software or Data is accessible via the Internet, (within a commercially reasonable time after payment is received) and will continue for a period of one (1) year. Thereafter this Agreement will automatically renew for successive one (1) year periods unless either party gives the other party not fewer than thirty (30) days notice of its intent not to renew, or unless terminated earlier under the terms contained within this Agreement.

B. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least twenty-one (21)

days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.

6. Ownership of Intellectual Property

Title to any proprietary rights in the Software or Database designs or Licensor's web site will remain in and be the sole and exclusive property of Licensor. Licensee will be the owner of all content created and posted by Licensee.

7. Confidentiality

A. Licensee acknowledges that the Software and other data on Licensor's application server embodies logic, design and coding methodology that constitute valuable confidential information that is proprietary to Licensor. Licensee will safeguard the right to access the Software, Database designs and other software installed on Licensor's application server using the same standard of care that Licensee uses for its own confidential materials.

B. All data pertaining to Licensee disclosed to Licensor in connection with the performance of this Agreement and residing on Licensor's application server will be held as confidential by Licensor and will not, without the prior written consent of Licensee, be disclosed or be used for any purposes other than the performance of this Agreement. Licensor will safeguard the confidentiality of such data using the same standard of care that Licensor uses for its own confidential materials. This obligation does not apply to data that: (i) is or becomes, through no act or failure to act on the part of Licensor, generally known or available; (ii) is known by Licensor at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to Licensor by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by Licensor as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Licensee. Further notwithstanding the forgoing, disclosure of data will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

8. Warranty and Disclaimer

Licensor warrants the Software is developed and will be provided in conformity with generally prevailing industry standards. Licensee must report any material deficiencies in the Software to Licensor in writing within thirty (30) days of Licensee's discovery of the defect. Licensor's exclusive remedy for the breach of the above warranty will be for Licensor to provide access to replacement Software within a commercially reasonable time. **THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR**

PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. DEVELOPER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

9. Limitation of Liability, Indemnification

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the use of the Software, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Licensee will indemnify and hold Licensor harmless against any claims incurred by Licensor arising out of or in conjunction with Licensee's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Licensor's total liability under this Agreement with respect to the Software, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Licensee to Licensor during the twelve month period immediately preceding the occurrence or act or omission giving rise to the claim.

10. Relation of Parties

Nothing in this Agreement will create or imply an agency relationship between the parties, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

11. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party, and such consent will not be unreasonably withheld. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

12. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Texas. The arbitration will be held in Texas. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

13. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

14. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

15. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

16. Waiver and Modification

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Provider DivisionX, Inc.

By: _____
Title:

Client

By: _____
Title:

