GENERAL LICENSE TERMS AND CONDITIONS

This Software License Agreement ("**Agreement**") is made between you ("**Licensee**") and Multi Service Technology Solutions, Inc. ("**MSTS**") as of the date set forth in the Software License and Support Services Order Form by and between the Parties (the "**Software Order Form**").

1.   License

Subject to Licensee's compliance with all of the terms and conditions of this Agreement, and except as may be specified otherwise in a Software Order Form or sublicense agreement incorporated herein, MSTS hereby grants to Licensee a limited, non-exclusive, non-transferable and non-assignable (without right of sublicense) license during the Term to install and use the Software solely in machine executable object code form and solely for Customer's internal business use, provided that in no event shall the number of Users exceed the Maximum Authorized Number of Users. "Users" means the number of users that are simultaneously logged in to the Software.

The Software is licensed on a per-company, per-physical-location basis, limited by the number of Maximum Authorized Number of Users as set forth in an Attachment hereto and the number of locations as set forth in a sublicense agreement, if there are multiple locations. For clarity, Licensee must purchase a separate license for each physical location and corporate entity.

2.   Restrictions on Use

The license granted to Licensee herein is expressly conditioned upon Licensee's compliance with each of the provisions set forth in this Section. Licensee shall not, and shall ensure that Licensee and its directors, officers, employees, consultants, affiliates and agents ("**Representatives**") do not, without prior written authorization from MSTS:

(a)   install or use the Software in excess of the Maximum Authorized Number of Users

(b)   use, copy, perform, display, modify, create derivative works, merge, distribute, or otherwise exploit, the Software or any derivative works, in whole or in part, except as expressly authorized in this Agreement;

(c)   use the Software for any unlawful purposes, including without limitation, to transfer or exchange any material in violation of copyright or any other applicable law;

(d)   sublicense, sell, pledge, assign, rent or lease, time-share, transfer, assign or commercialize the Software or any derivative work in whole or in part;

(e)   to or for the benefit of any third party or by allowing a third party access to the Software to: (i) provide commercial services using the Software, (ii) act as a service bureau or (iii) act as a commercial application service provider;

(f)   alter or remove any MSTS copyright notice, trademark, or any other proprietary legend contained in or on the Software;

(g)   take any action that would result in any third party obtaining any ownership of or other intellectual property rights in or to the Software or any portion thereof; or

(h)   reverse engineer, decompile, disassemble, reverse translate or otherwise attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, proprietary data representations, or algorithms contained in the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law.

3.   Payment

Customer shall pay to MSTS the license fees and any other fees specified in a Software Order Form. Except as otherwise set forth in any attachment hereto, all fees shall be due and payable within thirty (30) days of the date of receipt of MSTS's invoice therefor, and shall be non-refundable. MSTS will submit invoices for payments to be made under this Agreement to Licensee at the address specified on the signature page hereof. All payments not made when due shall be subject to late charges of the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. Licensee shall pay all taxes, tariffs and transportation costs relating to, or incurred under, this Agreement (including any sales, use, excise or value added taxes), exclusive of taxes based on or measured by MSTS's net income, unless Licensee is exempt from the payment of such taxes and provides MSTS with acceptable evidence of such exemption.

4.   Ownership of Software

The Software is protected by United States and international intellectual property laws as well as other

treaty provisions. The Software is licensed, and not sold, to Licensee under this Agreement. All right, title and interest, including all patent, trade secret, copyright, know-how and other proprietary rights that may be secured in any place under laws now or hereafter in effect, in and to the Software, including any part of the Software embodied in any derivative works or Software provided in connection with any Custom Services (as defined below), is and shall be and remain the exclusive property of MSTS. Nothing contained herein is intended, or shall be deemed, to transfer to Licensee any ownership or other rights in or to such Software, except the right to use the Software disclosed to Licensee hereunder to the limited extent in accordance with the terms and conditions of this Agreement. MSTS reserves all rights not expressly granted to Licensee. Licensee shall be solely liable and responsible for its agreements with any of its sublicensees including enforcement and termination thereof. However, should Licensee determine that a sublicensee has breached its obligations of confidentiality or its sublicensed rights, or has otherwise misappropriated or violated MSTS's intellectual property or other proprietary rights in the Software, Licensee agrees that it shall immediately notify Licensor and shall use its best efforts (at its expense), to protect any such intellectual property or other proprietary rights (or prevent further violation of such rights) under such agreements in a timely manner to protect MSTS's rights.

5. Feedback

If Licensee elect to provide or make available to MSTS any suggestions, comments, ideas, improvements, or other feedback or materials related to the Software or otherwise (collectively, "**Suggestions**"), MSTS will be free to use, disclose, reproduce, modify, license, transfer and otherwise utilize and distribute Licensee's Suggestions in any manner. Licensee will be entitled to no compensation or credit for, nor gain any right, title or interest in or to, any MSTS product that incorporates or otherwise is based on Licensee's Suggestions, including without limitation any upgrades or changes to the Software.

6. Support Services and Custom Services

MSTS shall provide the Customer Care^{TM} Plan elected by Licensee on the Software Order Form. Such Customer Care Plan shall renew automatically each anniversary of the Effective Date ("**Renewal Date**") unless (i) Licensee opts out of such renewal at least thirty (30) days prior to the Renewal Date or (ii) this Agreement is terminated prior to the Renewal Date. For ninety (90) days from the Effective Date, MSTS shall provide Licensee with emergency technical support and Software updates at no additional charge. MSTS does not provide support services for third party products In the event that MSTS decides to phase out support of a prior Major Release of the Software, MSTS shall continue to provide support services for such Major Release for at least six (6) months after it makes its decision public. MSTS shall not be obligated to provide any support services required as a result of: (i) Licensee's failure to use the Software in accordance with the documentation; (ii) modification of the Software or a change in its environment that is not expressly authorized in writing by MSTS; (iii) Licensee's failure to use corrections or updates previously provided by MSTS; (iv) malfunction of third party equipment or software; or (v) any other cause outside the reasonable control of MSTS. MSTS reserves the right to specify that only certain designated representatives of Licensee may contact MSTS for Support services. Major Release shall mean an upgrade in Version of the Software where the first integer is increased by MSTS. For example, when Version 5.30 is upgraded to Version 6.00. "Versions" shall mean a release of the Software where the second and/or third integers are changed by MSTS, i.e. Version 5.20 and Version 5.30 are distinct versions.

In the event that MSTS elects to cease supporting the Software in its entirety, and such support is not provided by MSTS's successors and assigns and its and their contractors, Licensee shall have the right to use the source code for the Version of the Software that the Licensee is operating at that time solely to support Licensee's continued internal use of such Software Version in accordance with the terms and scope of the license set forth herein for its intended purpose.

From time to time, MSTS may agree to perform certain custom services for Licensee (collectively "**Custom Services**"). In each such case, such Custom Services and Licensee's payment obligations with respect thereto shall be as described in a Work Order that is duly executed by an authorized representative of each party. Unless and until the parties execute a Work Order, MSTS shall have no obligation to provide any Custom Services. Neither party shall be obligated to enter into any Work Order. MSTS shall not have any obligation to provide any Custom Services beyond the scope specified in the applicable Work Order. Each Work Order executed by both parties shall be deemed incorporated by reference into this Agreement and shall be governed by the terms hereof.

7. Limited Warranties and Disclaimers

7.1 For a period of ninety (90) days from the date of delivery of the Software to Licensee or for such longer period as statutorily required (the "**Warranty Period**"), MSTS represents and warrants that (i) if physical delivery is applicable, the media provided to Licensee by MSTS upon which the Software is delivered will be free from defects in materials and workmanship under normal use and service and (ii) the Software will perform substantially in accordance with the accompanying documentation. As to any defects discovered after the Warranty Period,

there is no warranty of any kind. Any updated Versions of the Software provided to Licensee after the expiration of the Warranty Period are not covered by any warranty unless a warranty is required by statute. Any replacement Software provided by MSTS pursuant to Section 7.2 will be warranted for the remainder of the original Warranty Period, ninety (90) days, or such longer period as statutorily required, whichever is longer.

7.2 Licensee's sole and exclusive remedy, and MSTS's entire liability, for breach of the limited warranty set forth in Section 7.1 shall be limited, at MSTS's sole discretion, to: (i) replacement of any defective media, (ii) repair, correction, or a work-around for the Software (subject to MSTS's then current support services policy and the Customer Care™ Plan elected by Licensee), or (iii) return of the license fees paid (if any) by Licensee for the Software that does not meet the limited warranty. This limited warranty is void if failure of the Software has resulted from (a) accident, abuse, misapplication, abnormal use, a virus or any other cause that is outside MSTS's reasonable control, (b) a malfunction, defect or failure of any item not developed and provided by MSTS under this Agreement, or (c) incorrect data or incorrect procedures used or provided by Licensee or a third party.

7.3 **EXCEPT AS SET FORTH IN SECTION 7.1, THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MSTS DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, ACCURACY, SYSTEM INTEGRATION, COMPLETENESS, SYSTEM SECURITY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, MSTS DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S NEEDS OR EXPECTATIONS, BE KEPT CURRENT AND UP-TO-DATE, PROVIDE THE RESULTS THAT LICENSEE EXPECTS, OR THAT LICENSEE'S USE OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM INTERCEPTION OR THIRD PARTY MONITORING.**

8. Limitation of Liability and Consequential Damages Waiver

8.1 **TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, MSTS's MAXIMUM AGGREGATE LIABILITY TO LICENSEE FOR DAMAGES RELATED TO THIS AGREEMENT AND THE SOFTWARE WHETHER FOR BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID TO MSTS IN THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD FOR THE APPLICABLE MSTS PRODUCT OR ACTS OR OMISSIONS GIVING RISE TO SUCH LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL MSTS, ITS AFFILIATES OR ITS OR THEIR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS SUCCESSORS OR ASSIGNS BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, OR INTERRUPTION OF BUSINESS, OR FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF MSTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED. LICENSEE ASSUMES TOTAL RESPONSIBILITY AND RISK FOR LICENSEE'S USE OF THE SOFTWARE.**

9. Indemnification and Insurance

Licensee shall indemnify, defend and hold harmless MSTS and its affiliates and its and their respective Representatives, successors and assigns from and against any and all third party claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) related to or arising from Licensee's or any of Licensee's Representatives': (i) negligence or willful misconduct; (ii) breach of this Agreement; or (iii) violation of applicable federal, state and local laws, rules, regulations, ordinances and codes. Licensee shall maintain insurance issued by an insurer reasonably acceptable to MSTS indicating coverage and limits reasonably commensurate with the risks of the transactions contemplated in this Agreement.

10. Term and Termination

10.1 This Agreement shall be effective as of the Effective Date and will continue until it is terminated. MSTS may terminate this Agreement immediately upon notice to Licensee in the event that Licensee breaches any of its obligations under Section 1 (License), Section 2 (Restrictions on Use), Section 4 (Ownership of Intellectual Property) or Section 11 (Confidentiality).

10.2 Either party may terminate this Agreement if the other party materially breaches any obligation and fails to cure such breach within thirty (30) days or such other time period as the parties may agree in writing after receipt of written notice by the non-breaching party specifying the nature of the breach.

10.3 Upon the termination of this Agreement for any reason, (i) all licenses granted hereunder and all other rights granted to Licensee under this Agreement shall immediately terminate and (ii) MSTS shall immediately cease providing any Custom Services. Licensee shall immediately cease use of and, at MSTS's election, promptly (i) return to MSTS the Software and any Confidential Information (as defined in Section 11) of MSTS in Licensee's possession or control, together with all related materials or (ii) destroy such Software and Confidential Information and certify in writing to MSTS that Licensee has done so.

10.4 Termination for any reason of this Agreement does not release Licensee from any liability that at the time of such termination has accrued to MSTS, or that may accrue in respect of any act or omission before such termination. Without limiting the foregoing, Licensee's obligation to make all payments due to MSTS as of the termination of this Agreement shall survive such termination. The provisions of this Agreement concerning ownership, disclaimers, waivers, indemnification, insurance, the effect of termination, confidentiality, audits, publicity, non-solicitation, interpretation of this Agreement and any other provisions of this Agreement that by their terms or nature survive the termination of this Agreement, shall remain in effect after termination of this Agreement.

11. Confidentiality

"**Confidential Information**" means any information or material disclosed by either party to the other party, directly or indirectly, in writing, orally, visually or by inspection of tangible objects that a party treats as confidential or proprietary, including, without limitation, any and all information relating to such party's or its business partners' research, development, know-how, products, product plans, services, customers, customer lists, markets, software, developments, inventions, processes, technology, designs, drawings, marketing, finances, or other business information or trade secrets, that is designated as "confidential", "proprietary" or the like, or that should reasonably be understood to be confidential or proprietary under the circumstances. The Software is Confidential Information of MSTS.

Licensee shall treat as confidential all Confidential Information of MSTS, shall not use such Confidential Information except to exercise Licensee's rights and perform its obligations under this Agreement, and shall not disclose such Confidential Information to any third party or to Licensee's Representatives except those

Representatives who are required to have the Confidential Information in order for Licensee to exercise Licensee's rights and perform Licensee's obligations under this Agreement and who are bound by terms and conditions of confidentiality at least as stringent as those provided in this Agreement. Without limiting the foregoing, Licensee shall use at least the same degree of care Licensee use to prevent the disclosure of Licensee's own confidential information of like importance, which care shall be no less than reasonable care, to prevent the disclosure of Confidential Information of MSTS. Licensee shall promptly notify MSTS of any actual or suspected misuse or unauthorized disclosure of MSTS's Confidential Information.

Licensee shall not be in breach of this Agreement merely for disclosing Confidential Information as required by applicable statute, regulation, order, or other law, provided that (i) any such disclosure is made only to the extent so required, you, to the extent legally permissible, timely notify MSTS of the disclosure requirement prior to disclosure, so that MSTS may seek a protective order or confidential treatment, or take other appropriate measures to protect its interests, in which event Licensee will reasonably cooperate in such effort, and (iii) if timely notice cannot be given, Licensee seek to obtain a protective order or confidential treatment from the court or government for such Confidential Information.

12. Consent to Use of Data

Licensee acknowledges and agrees that MSTS may collect and use technical information and data gathered in connection with the Software and any services it provides to Licensee. MSTS may use this information and data for its business purposes, in a way that does not disclose Licensee's individual identity, including for the purpose of improving MSTS's products or services.

13. Audits

Licensee shall permit MSTS or its designee to have access, from time to time, no more than once annually, during regular business hours, with reasonable advance notice, to relevant Licensee records and facilities, and, if applicable, sublicensee records and facilities, only as necessary to determine whether Licensee is in compliance with the provisions of this Agreement; provided, however, such audit or inspection shall be exercised so as not to interfere with the conduct of Licensee's business. MSTS shall treat as confidential all Confidential Information of Licensee to which it has access during such audit. Licensee shall cooperate with MSTS to implement, and Licensee shall comply with, any reasonable Software verification, security or similar procedures that MSTS may institute from time to time.

14. Additional Provisions

14.1   Publicity; Use of Names. Licensee shall not, without the prior written approval of MSTS, (i) advertise or otherwise publicize the existence or terms of this Agreement or any other aspect of the relationship between MSTS and Licensee or (ii) use MSTS's name or any trade name, trademark or service mark belonging to MSTS in press releases or in any form of advertising.

14.2   Non-Solicitation. During the term of this Agreement and for two (2) years after its termination, Licensee shall not personally or through others recruit, solicit or induce any employee of MSTS to terminate his or her employment with MSTS.

14.3   Governing Law; Jurisdiction.   This Agreement shall be governed by and construed in accordance with the law of the State of Florida, without regard to conflict of laws principles. For the adjudication of any disputes arising under this Agreement, the parties hereby consent to personal jurisdiction in the applicable state or federal courts in the State of Florida.   This Agreement will not be governed by the U.N. Convention on Contracts for the International Sale of Goods.

14.4   Export Laws.   Licensee acknowledges that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin. Licensee agrees that Licensee will not export or re-export the Software in any form in violation of the laws of the United States or any foreign jurisdiction. By installing or using the Software, Licensee represent and warrant that Licensee is not (a) a national or resident of any country to which the United States has embargoed goods, or (b) on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial and Prohibition Orders.

14.5   Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated (i) by personal delivery when hand delivered, (ii) by commercially established courier service upon delivery or, if the courier attempted delivery on a normal business day and delivery was not accepted, upon attempted delivery, (iii) by facsimile transmission when promptly confirmed by return transmission, or (iv) when delivered by prepaid overnight courier, one (1) day after deposit with such courier. Notices to each of the parties shall be sent to the address listed for such party on the signature page hereof.

14.6   Assignment. Licensee may not assign or otherwise transfer any rights or delegate any duties under this Agreement without the express prior written consent of MSTS. For purposes of this Section, "assign" shall include, without limitation, assignment or transfer, pursuant to a transfer of a majority interest or other change of control, a merger, by operation of law, or

otherwise. Any purported assignment or other transfer without such prior written consent shall be void.

14.7   Severability.   The provisions of this Agreement are severable, and the unenforceability of any provision of this Agreement shall not affect the enforceability of the remainder of this Agreement. If any provision of this Agreement is determined to be unenforceable as drafted, that provision should be construed in a manner designed to effectuate the purpose of that provision to the greatest extent possible under applicable law.

14.8   Force Majeure. MSTS shall not be liable for any failure or delay in performance under this Agreement to the extent due to a cause beyond the reasonable control of MSTS.

14.9   Cumulative Rights and Remedies. The rights and remedies provided in this Agreement and all other rights and remedies available to MSTS at law or in equity are, to the extent permitted by law, cumulative and not exclusive of any other right or remedy now or hereafter available at law or in equity. Neither asserting a right nor employing a remedy shall preclude the concurrent assertion by MSTS of any other right or employment of any other remedy, nor shall the failure to assert any right or remedy constitute a waiver of that right or remedy.

14.10   Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and legal representatives.

14.11   Headings.   All   headings   in   this Agreement are included solely for convenient reference, are not intended to be full and accurate descriptions of the contents of this Agreement, shall not be deemed a part of this Agreement, and shall not affect the meaning or interpretation of this Agreement.

14.12   Relationship of the Parties. The parties are independent contractors, and nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between the parties, or between a party and any employee of the other party, or as authorizing either party to act as agent for the other or to enter into contracts on behalf of the other.

14.13   Amendments. This Agreement may be amended only by written agreement of the parties with reference to this Agreement.

14.14   Entire Agreement. This Agreement, any statements of work and all attachments hereto or thereto, as such attachments may be updated from time to time, constitute the entire agreement between the parties concerning the subject matter of this Agreement and

supersede all prior agreements (including, if Licensee is obtaining an update, any agreement that may have been included with an earlier Version of the Software) between the parties concerning the subject matter hereof. In no event shall any additional or inconsistent term in any purchase order or similar document submitted by Licensee modify the terms of this Agreement.

14.15 Counterparts. This Agreement may be executed simultaneously in two counterparts, each of which will be considered an original, but which together will constitute a single instrument.