

END-USER LICENSE AGREEMENT

CUSTOMER DATA: THE PRIVACY OF CUSTOMER DATA IS PROTECTED AND SECURE WITH THIS LICENSED PRODUCT THROUGH THE AUTHORIZATION OF THIS END USER LICENSE AGREEMENT. ALL DEALER DATA ACCESSED WILL BE SAFEGUARDED AS REQUIRED UNDER ALL APPLICABLE PRIVACY AND DATA SECURITY LAWS, INCLUDING IMPLEMENTING AND MAINTAINING ADMINISTRATIVE, TECHNICAL, AND PHYSICAL SAFEGUARDS AND SUCH SAFEGUARDS SHALL, AT A MINIMUM, COMPLY WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. LICENSED PRODUCT WILL NOT ENHANCE, STORE, SHARE, DISCLOSE, SELL, DISTRIBUTE, CREATE DERIVATIVE WORKS FROM, OR USE NONPUBLIC PERSONAL INFORMATION (AS THAT TERM IS DEFINED UNDER THE GLB ACT) OR ANY OTHER DEALER DATA FOR ANY REASON, EXCEPT AS NECESSARY, AND FOR THE TIME NECESSARY, TO PROVIDE THOSE SERVICES DEALER HAS SEPARATELY AGREED TO.

NOTICE: READ THIS END-USER LICENSE AGREEMENT CAREFULLY BEFORE INSTALLING, ACCESSING, COPYING OR USING THE LICENSED PRODUCT ACCOMPANYING THIS AGREEMENT. CLICKING ON THE “I ACCEPT” BUTTON BELOW, OR IN ANY OTHER WAY INSTALLING, ACCESSING, COPING OR USING THE LICENSED PRODUCT, CREATES A LEGALLY ENFORCEABLE CONTRACT AND CONSTITUTES ACCEPTANCE OF ALL TERMS AND CONDICIONS OF THIS AGREEMENT WITH MODIFICATION.

RETURN: IF YOU ARE NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, OR IF YOU DO NOT AGREE TO ALL OF THE TERMS AGREEMENT, THEN YOU MUST CLICK ON THE “CANCEL” BUTTON BELOW, AND YOU MUST NOT INSTALL, ACCESS, COPY OF USE THE LICENSED PRODUCT.

This End-User License Agreement (the “**Agreement**”), effective as of the date you accept the terms hereof (the “**Effective Date**”), is entered into between Superior Integrated Solutions, Inc., a New Jersey corporation located at 517 US Route 1 South Suite 2210, Iselin, NJ 08830, (“**Licensor**”) and Licensee. The parties agree as follows:

1. Definitions

Licensee means the User, together with the business or other entity for which the Licensed Products are obtained.

Software means Licensor computer program (in object code) accompanying this Agreement.

Updates means, if applicable, any patch, update or new version of the Software delivered to Licensee pursuant to the Support Services.

Licensed Products means, collectively, the Software, Content, and Updates, and all related Documentation.

User means either Licensee (if Licensee is an individual) or any Licensee employee or contractor who is authorized by Licensee to use the Licensed Products. Licensee agrees to be responsible for the acts and omissions of its Users.

2. LICENSE

2.1 Licensed Products. Subject to all terms and conditions in this Agreement, Licensor grants Licensee a nonexclusive, nontransferable, nonsublicensable right and license to have the User use the Licensed Products without modification.

2.2 Limitations. Licensed Products may only be used for Licensee's internal business purposes, but not by more than the number of authorized Users for which all fees have been paid by or on behalf of Licensee. Use of any copy of the Licensed Products shall otherwise comply with the terms and conditions in this Agreement.

2.3 License Control. License acknowledges that the Licensed Products may contain code or require devices that detect or prevent unauthorized use or, or disable, the Licensed Products, and Licensee agrees not to circumvent or disable such code or devices.

2.4 Payments. Licensee shall pay (or cause to be paid to) Licensor any and all initial and recurring fees for the Licensed Products, in the amounts and at the times agreed by Licensor during the purchase process.

3. SUPPORT SERVICES

3.1 Support. Licensor will use commercially reasonable efforts to provide Licensee with maintenance and support for the Licensed Products in accordance with its standard practices (as amended from time to time, Support Services).

3.2 Updates. Licensor will provide Licensee with any Update that it makes generally available to its other licensees that have purchased the same level of support.

4. CONFIDENTIALITY

4.1 Scope. The term Confidential Information means all trade secrets, know-how, software and other financial, business or technical information of Licensor or any of its suppliers that is disclosed by or for Licensor in relation to this Agreement, but not including any information Licensee can demonstrate is (a) rightfully furnished to it without restriction by a third party without breach of any obligation to the Licensor, (b) generally available to the public without breach of this Agreement or (c) independently developed by it without reliance on such information. The Licensed Products are Licensor's Confidential Information.

4.2 Confidentiality. Except for the specific rights granted by this Agreement, Licensee shall not possess, use or disclose any Confidential Information without Licensor's prior written consent, and shall use reasonable care to protect the Confidential Information. Licensee shall be responsible for any breach of confidentiality by its employees.

5. PROPRIETARY RIGHTS

5.1 Restrictions. Except and only to the extent expressly specified in this Agreement, Licensee shall not (a) use any Confidential Information to create any software, content or documentation that is similar to any Licensed Product, (b) disassemble, decompile, reverse engineer or otherwise try to discover any source code or underlying structures, ideas or algorithms of the Licensed Products or encryption for the Content (except and only to the extent these restrictions are expressly prohibited by applicable statutory law), (c) encumber, lease, rent, loan, sublicense, transfer or distribute any Licensed Product, (d) copy, adapt, merge, create derivative works of, translate, localize, port or otherwise modify any Licensed Product, (e) use the Licensed Products in an automated process, (f) use the Licensed Products, or allow the transfer, transmission, export or re-export of all or any part of the Licensed Products or any product thereof, in violation of any export control laws or regulations of the United States or any other relevant jurisdiction or (g) permit any third party to engage in any of the foregoing proscribed acts. Licensee shall not use the Licensed Products for the benefit of any third party (e.g., time-share or service bureau arrangement) without Licensor's prior written consent, at its discretion.

5.2 No Implied License. Except for the limited rights and license expressly granted hereunder no other license is granted, no other use is permitted and Licensor (and its suppliers) shall retain all right, title and interest in and to the Licensed Products (and all patent rights, copyright rights, trade secret rights and all other intellectual property and proprietary rights embodied therein).

5.3 Third Party Software. The Licensed Products may operate or interface with software or other technology (In-Licensed Code) that is in-licensed form, and owned by, third parties (Third Party Licensors). Licensee agrees that (a) it will use In-Licensed Code in accordance with this Agreement and any other restrictions specified in the applicable license set forth or referenced in the Documentation, (b) no Third Party Licensor makes any representation or warranty to Licensee concerning the In-Licensed Code or Licensed Products and (c) no Third Party Licensor will have any obligation or liability to Licensee as a result of this Agreement or Licensee's use of the In-Licensed Code or Licensed Products.

6. WARRANTY DISCLAIMERS

THE LICENSED PRODUCTS AND SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSOR DOES NOT WARRANT THAT THE LICENSED PRODUCTS OR SUPPORT SERVICES WILL MEET LICENSE'S REQUIREMENTS OR THAT THEY WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTEN PERMITTED BY LAW, LICENSOR HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR

IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE LICENSED PRODUCTS AND SUPPORT SERVICES INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7. INFRINGEMENT

If a third party initiates a formal lawsuit against Licensee, claiming that the Licensed Products directly infringe any U.S. copyrights or misappropriate any trade secrets, Licensor will pay the costs and damages that a court (having final jurisdiction) awards against Licensee in the lawsuit, to the extent that the costs and damages directly relate to the claim. Alternatively, Licensor will pay the costs and damages that Licensor agrees to in a written settlement of the lawsuit. Licensor's obligations under this Section apply only if Licensee (a) promptly notifies Licensor of the lawsuit in writing, (b) allows Licensor to control the defense of the lawsuit and any related settlement negotiations and (c) cooperates with Licensor and, at Licensor's request and expense, assists Licensor in the defense or settlement of the lawsuit. Also, Licensor's obligations under this Section do not apply to any infringement claim based upon: (i) any use of the Licensed Products not in accordance with this Agreement; (ii) any use of the Licensed Products in combination with other products, equipment, software, or data that Licensor does not supply; (iii) any use of any release of the Licensed Products other than the most current release made available to Licensee or (iv) any modification of the Licensed Products by any person other than Licensor. This Section states Licensor's entire liability and Licensee's sole and exclusive remedy for infringement claims and actions.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL LICENSOR (OR ITS SUPPLIERS) BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL OR (D) AGGREGATE DAMAGES, IN EXCESS OF THE AMOUNT PAID TO LICENSOR FOR THE LICENSED PRODUCT OR SUPPORT SERVICE THAT GAVE RISE TO THE CLAIM DURING THE PRIOR 12-MONTH PERIOD, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

9. TERM AND TERMINATION

9.1 Term. This Agreement shall commence on the Effective Date and continue in effect until terminated as provided herein.

9.2 Termination. Licensee may terminate this Agreement at any time for its convenience upon written notice to Licensor. This Agreement shall automatically terminate without further action by any party, immediately upon material breach by Licensee of any limitation or restriction set forth in Section 2.3, 4.2 or 5.1.

9.3 Effects of Termination. Upon termination of this Agreement for any reason, all rights, obligations and licenses of the parties hereunder shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, any payment obligation) and any remedies for breach of this Agreement shall survive any termination, (b) Licensee shall promptly return or destroy all of the Licensed Products and other tangible Confidential Information, and permanently erase all Confidential Information from any computer and storage media and (c) the provisions of Sections 2.2 (Limitations), 2.4 (Payments), 4 (Confidentiality), 5 (Proprietary Rights), 6 (Warranty Disclaimers), 8 (Limitation of Liability), 9.3 (Effects of Termination), and 10 (General Provisions) shall survive.

10. GENERAL PROVISIONS

10.1 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties about the subject matter of this Agreement. Terms set forth in Licensee's Purchase Order (or any similar document) that are in addition to or at variance with the terms of this Agreement are specifically waived by Licensee. All such terms are considered to be proposed material alterations of this Agreement and are hereby rejected. No waiver, consent or modification of this Agreement shall bind either party unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. If any provisions of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of law provisions.

10.3 Remedies. Unless specifically provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. Licensee agrees that, in the event of any breach or threatened breach of Section 4 or 5, Licensor will suffer irreparable damage for which there is no adequate remedy at law. Accordingly, Licensor shall be entitled to injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of proving actual damages or posting any bond.

10.4 Notices. Any notice or communication hereunder shall be in writing and either personally delivered or sent via confirmed facsimile, recognized express delivery courier or certified or registered mail, prepaid and return receipt requested. Notices shall be delivered to the address

specified by Licensee when the Licensed Product was ordered, or the address above for Licensor, as the case may be, or at such other address designated in a subsequent notice. Consents and approvals required under this Agreement may be provided electronically, if they are provided in a jurisdiction that recognizes electronic signatures as enforceable under the particular circumstances.

All notices shall be in English, effective upon receipt or, if refused, three (3) business days after being sent as set forth above.

10.5 Assignment. This Agreement and the rights and obligations hereunder are personal to Licensee, and may not be assigned or otherwise transferred, in whole or in part, without Licensor's prior written consent. Any attempt to do otherwise shall be void and of no effect. Without Licensee's consent, Licensor may assign this Agreement to any third party. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties.

10.6 Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint ventures or partners for any purpose.

10.7 License to the Government. If any user of the Licensed Products is a department, agency or other entity of the United States Government, the use, duplication, reproduction, modification, release, disclosure or transfer of the Licensed Products is restricted in accordance with FAR 12.212 for civilian agencies and DFAR 227.7202 for military agencies. The Licensed products are comprised of commercial computer software and commercial computer software documentation, and their use is further restricted in accordance with the terms of this Agreement.

10.8 Basis of Bargain. EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS ARE MATERIAL BARGAINED-FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT BY EACH PARTY AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY HEREUNDER AND IN THE DECISION TO ENTER INTO THIS AGREEMENT.

10.9 Acknowledgment. Licensee acknowledges that (a) Licensee has read and understands this Agreement, (b) it has had an opportunity to have its legal counsel review this Agreement, (c) this Agreement has the same force and effect as a signed agreement, (d) Licensor requires identification of the User and Licensee before issuing this license and (e) issuance of this license does not constitute general publication of the Licensed Products or any other Confidential Information.

IN WITNESS WHEREOF, Licensee and Licensor have duly executed this Agreement as of the day and year first above written.

LICENSOR

LICENSEE

SUPERIOR INTEGRATED
SOLUTIONS

By: _____
(Name)

Its: _____

By: _____
(Name)

Its: _____