PERPETUAL ENTERPRISE LMS LICENSE AGREEMENT

1. <u>Parties</u>

MAINTSTAR	CUSTOMER OR AGENCY
<u>MaintStar, Inc</u>.	Lake Havasu City
28 Hammond, Unit D	2330 McCulloch Blvd. N
Irvine, California 92618	Lake Havasu City, AZ 86403
Attention: Contracts	Jeff Thuneman, C.B.O
P: 949.458.7560	P: 928-854-0714
F: 949.458.7626	F:
e-mail: sales@maintstar.com	e-mail: ThunemanJ@lhcaz.gov

This License Agreement ("LA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. <u>Term and Termination</u>

   2.1   <u>Term</u>   Provided that Customer signs and returns this LA to MaintStar this LA is effective as of the date of Customer's signature ("Effective Date") and will continue until terminated as provided herein.

   2.2   <u>Termination</u>   Either party may terminate if the other party materially breaches this LA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Customer may terminate this LA without cause and for convenience upon ninety (90) days' written notice directed to Maintstar. Upon any termination or expiration of this LA, all rights granted to Customer are cancelled and revert to MaintStar.

3. <u>Intellectual Property License</u>

   3.1   <u>License</u>   The software products ("Software") listed below are protected under the laws of the United States and the individual states and by international treaty provisions. MaintStar retains full ownership in the Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:
   <u>MaintStar LMS Enterprise Software</u>

   3.1.1   The Software is provided for use only by Customer or Agency employees, contractors or applicants.

   3.1.2   Customer may not make any form of derivative work from the Software, although Customer is permitted to customize, develop additional or alternative functionality for the Software using tools and/or techniques enabled by the software or licensed to Customer by MaintStar.

   3.1.3   Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.

   3.1.4   Customer is liable to MaintStar for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.

   3.1.5   Customer may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA.

   3.1.6   Customer is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Customer may not decompile or reverse-engineer the Software.

   3.1.7   All rights not expressly granted to Customer are retained by MaintStar.

4.   <u>License Warranties</u>

    4.1   MaintStar warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, MaintStar may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. MaintStar will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

    4.2   MaintStar has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by MaintStar. MaintStar provides no warranty whatsoever for any third-party hardware or software products.

    4.3   Except as expressly set forth herein, MaintStar disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

5.   <u>Compensation</u>

    5.1   <u>License Fees</u>   In exchange for the Software described hereinabove, Customer will pay to MaintStar the amounts indicated in Exhibit A.

    5.2   <u>Payment Terms</u>   Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on MaintStar's income. If Customer is exempt from certain taxes, Customer will provide MaintStar with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. MaintStar may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

6.   <u>Confidentiality</u>

    6.1   <u>Definitions</u>   "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either MaintStar or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

        a)   information which is in Recipient's possession prior to disclosure by Disclosing Party;

        b)   information which is available to Recipient from a third party without violation of this LA or Disclosing Party's intellectual property rights;

        c)   information disclosed pursuant to Subsection 6.4 below;

d)   information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;

e)   information which is subpoenaed by governmental or judicial authority;

f)   information subject to disclosure pursuant to a state's public records laws.

6.2   <u>Confidentiality Terms</u>   The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this LA ("Confidentiality Term").

6.3   <u>Confidentiality Obligations</u>   During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

6.4   <u>Publicity</u>   During the term of this LA, including the term of any amendment hereto, MaintStar may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the MaintStar product(s) and services provided or contracted to be provided to Customer.

These disclosures may include press releases or other communications to media, display on MaintStar web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of MaintStar's products or services without Customer's prior written authorization.

7.   <u>Other Terms and Conditions</u>

7.1   <u>Dispute Resolution</u>   This LA is governed by the laws of the State of Arizona. Any controversy or claim arising out of or relating to this LA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Mohave County, Arizona. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this LA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this LA will not prevent that party from thereafter objecting to that breach or any other breach of this LA.

7.2   <u>Removal and Destruction of Software</u>   Within ten (10) business days following termination of this LA by either Party, Customer will remove all copies of the Software from those computer systems which it owns or controls and will destroy all media which contain copies of the Software or portions thereof. Customer will certify said removal and destruction to MaintStar within fifteen (15) business days following termination of this LA.

7.3   <u>Assignment</u>   MaintStar may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets upon the written consent of the Customer. MaintStar may subcontract with qualified third parties to provide portions of the Maintenance Services described herein above.

7.4   Survival   The following provisions will survive the termination or expiration of this LA: Section 5 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 6 and all subsections thereof; and Section 7, and all subsections thereof.

7.5   Alternate Terms Disclaimed   The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

7.6   Severability and Amendment   If any particular provision of this LA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this LA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this LA will be effective unless it is described in writing and signed by the Parties.

7.7   Conflict of Interest   This LA may be cancelled under Arizona Revised Statutes ("ARS") § 38-511.

7.8   Forced Labor of Ethnic Uyghurs Certification   Maintstar certifies that it does not currently, and agrees for the duration of the LA that it will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Maintstar becomes aware it is not in compliance with this certification, it shall notify the Customer within five business days after becoming aware. This LA will terminate upon failure to remedy the noncompliance within 180 days of the notification. (A.R.S. § 35-394)

7.9   No Boycott of Israel   Maintstar certifies that it is not currently engaged in, and agrees for the duration of this LA that it will not engage in, a boycott of goods and services from Israel, as defined in A.R.S. § 35-393.

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AGREED AND ACCEPTED:

<u>MaintStar ("MaintStar")</u>   <u>Customer or Agency ("The Customer")</u>

By   By

Printed   Printed

Title   Title

Date   Date