



SOFTWARE LICENSE AGREEMENT

In consideration of the mutual promises set forth herein, Maxum Development Corp. (Developer) and Licensee agree as follows:

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Developer hereby grants to Licensee a perpetual, non-exclusive, limited license to use the Software as set forth in this Agreement.

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3. Fee.

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For a period of 1 year following delivery of the Software to Licensee, Developer shall provide to Licensee any new, corrected or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software, but may not include any substantially new or rewritten version of the Software.

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8. Limitation of Liability.

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise.

9. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the state of Illinois, USA.

10. No Assignment.

Neither this Agreement nor any interest in this Agreement may be assigned by Licensee.

11. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof.

12. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.