Fynsaas Financials Inc. (CLOUDecision)

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT is made as of today's date (the "*Effective Date*") by and between Fynsaas Financials Inc., a Florida corporation, with its principal office and place of business at Jacksonville, FL ("*Licensor*") and the ("*Company*") (Licensor and Company each hereafter may be referred to as "*Party*" or "*Parties"*).*

WITNESSETH

WHEREAS, Licensor has developed certain software, and Company desires to obtain a license from Licensor to use such software; and

WHEREAS, Licensor is willing to grant a license to Company to use such software, subject to the terms and conditions set forth herein, including Company's payment to Fynsaas Financials Inc. of an upfront Software License Fee, Integration Fee, Training Fee and Support Fees as described below and as otherwise purchased by Company.

NOW, THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. DEFINITIONS

1.1 "*Agreement*" shall mean this Software License Agreement.

1.2 "*Company*" shall have the meaning set forth in the preamble to this Agreement.

1.3 "*Confidential Information*" shall mean all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential.

1.4 "*Delivery Date*" shall have the meaning set forth in Section 3.1.

1.5 "*Effective Date*" shall have the meaning set forth in the preamble to this Agreement.

1.6 "*Eligible Recipients*" shall mean any Company personnel ordinarily employed in the provision of Technical Assistance to end users of the Licensed Software, as well as any end user referred to Licensor by such Company personnel for purposes of receiving Technical Assistance, provided such referral complies with the provisions of Section 4.4.

1.7 "*Licensed Software*" shall mean the software application(s) set forth and described in Schedule A and its derivative products including any Software Update, Software Upgrade, copies, and any related written or electronic documentation and the related rule sets and other data created for the Company-specific environment and requirements. "*Licensed Software as a part of the ASP Service*" and/or "*ASP Service*" shall mean the online, Web-based use of the Licensed Software provided from within the Licensor's servers (or its' agents' servers), including associated offline components, provided by Licensor.

1.8 "*Licensor*" shall have the meaning set forth in the preamble to this Agreement.

1.9 "*Party*" or "*Parties*" shall have the meaning set forth in the preamble to this Agreement.

1.10 "*Software Error*" shall mean any material non-conformance of the Licensed Software with the Specifications.

1.11 "*Software Update*" shall mean any version of the Licensed Software, developed subsequent to the Effective Date, which implements minor improvements or augmentations, or which corrects failures of the Licensed Software materially to conform to the Specifications.

1.12 "*Software Upgrade*" shall mean any version of the Licensed Software, developed subsequent to the Effective Date, which implements additional features or functions, or which produces substantial and material improvements with respect to the utility and efficiency of the Licensed Software, but which does not constitute merely a Software Update.

1.13 "*Specifications*" shall mean the description of the Licensed Software, including technical specifications

and performance standards with respect thereto, as set forth in Schedule A.

1.14 *"Technical Assistance"* shall mean the provision of responses by qualified Licensor personnel to questions from Eligible Recipients related to use of the Licensed Software, including basic instruction or tutorial assistance regarding the features and functions of the Licensed Software.

1.15 *"Term"* shall have the meaning set forth in section 10.1.

1.16 *"Training Services"* shall have the meaning set forth in Section 4.6.

2. SOFTWARE LICENSE

2.1 License Grant. Subject to the terms and conditions set forth herein, Licensor hereby grants to Company, and Company hereby accepts, a non-exclusive, non-transferable right and license to use the Licensed Software as a part of the ASP Service, solely in the form of machine-readable, executable object code, solely for such purposes as are set forth in Section 2.2.

2.2 Scope of Permitted Use. Licensee may only use the Licensed Software as accessed by the internet as a part of the ASP Service provided by CLOUDecision, a division of Fynsaas Financials, Inc. (the servers and the applications used for the Licensed Software are hosted within its hosted internet network). The Licensed Software can only be used by the authorized employee of the Company who purchased the license for a specific term and a limited number of applications per year for a limited number of years (which ever comes first); either (i) to process commercial loan applications and/or (ii) to perform Portfolio Analysis and/or Stress Testing. Furthermore, such license is personal to the individual authorized employee for whom the license is originally purchased, who will be designated and identified by the Company upon execution of this Agreement. The number of such designated individuals shall not exceed the number of licenses granted during the purchase. Licensor shall assign each designated user of the Licensed Software a user ID and each user ID may be used only by the individual to whom it is assigned.

2.3 Usage Restrictions. Company shall not use the Licensed Software for any purposes not expressly permitted by Section 2.2. Without limiting the foregoing, Company shall not (i) copy or duplicate the Licensed Software, (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which the Licensed Software is compiled or interpreted, and Company hereby acknowledges that nothing herein shall be construed to grant Company any right to obtain or use such source code; (iii) install or use the Licensed Software on any computer, network or equipment or as otherwise expressly permitted by Section 2.2, except with the prior written consent of Licensor; (iv) modify the Licensed Software or create any derivative product therefrom, except with the prior written consent of Licensor; or (v) assign, sublicense, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Company's rights under the license granted in Section 2.1. Company shall not use the Licensed Software except in compliance with this Agreement and Licensor's obligations to any third party with respect thereto incurred prior to the Effective Date hereof, provided that Licensor shall have notified Company thereof. Company shall ensure that its use of the Licensed Software complies with all applicable laws, statutes, regulations or rules promulgated by governing authorities having jurisdiction over the Parties or the Licensed Software

2.4 Ownership and Proprietary Rights. Subject to the rights granted herein, except for the Customer Data, Licensor retains all right, title and interest in and to the Licensed Software, and Company acknowledges that it neither owns nor acquires any additional rights in and to the Licensed Software not expressly granted by this Agreement. Company further acknowledges that Licensor retains the right to use the Licensed Software for any purpose in Licensor's sole discretion. "**Customer Data**" means all electronic data or information in the form of the personally identifiable information ("PII") of a Company Customer provided by Company or Company Customer to the database accessed by the Licensed Software or the ASP Service. As between Licensor and Company, all Customer Data is owned exclusively by Company. Licensor may access Customer Data solely to respond to service or technical problems or at Company's request.

2.5 Refusal of Service. We reserve the right to refuse, cancel or suspend service, at our sole discretion. If service is cancelled, it shall be considered a Termination and the provisions of paragraph 10.4 shall apply.

3. DELIVERY

3.1 Delivery of Software. Within one (1) business day after the Effective Date, Licensor shall provide Company access to the Licensed Software by providing a user ID and password for each authorized employee designated by the Company for whom a license has been purchased.

4. LICENSOR SUPPORT OBLIGATIONS

4.1 Error Corrections. Licensor shall use commercially reasonable efforts to adapt, re-configure or

re-program the Licensed Software in order to correct in a timely fashion any Software Errors reported to Licensor by Eligible Recipients, provided that if Licensor determines in good faith that any such Software Error is the result of errors or misstatements in the Specifications, Licensor may correct such non-conformity solely by amending the Specifications, as necessary, and further provided that any failure or inability by Licensor to correct any such Software Error, or failure or inability to do so in a timely fashion, shall in no event be deemed a breach of Licensor's obligations hereunder.

4.2   Procedural Workarounds. In the event that Licensor fails or is unable to correct any Software Error, as required by Section 4.1, Licensor shall use commercially reasonable efforts to develop in a timely fashion procedures or routines, for use by end users of the Licensed Software, which, when employed in the regular operation of the Licensed Software, will avoid or diminish the practical adverse effects of the relevant Software Error, provided that any failure or inability by Licensor to develop any such procedure or routine, or failure or inability to do so in a timely fashion, shall in no event be deemed a breach of Licensor's obligations hereunder.

4.3   Software Updates; Software Upgrades. From time to time Licensor may, in its discretion, develop Software Updates and/or Software Upgrades. Licensor shall, during the Term of this Agreement, make such Software Updates and/or Software Upgrades available to Company at no cost. Except as provided in this subparagraph, any such Software Updates and/or Software Upgrades provided hereunder shall be deemed to constitute part of the Licensed Software and shall be subject to all the terms and provisions of this Agreement, including, without limitation, terms and provisions related to licenses, use restrictions and ownership of such Licensed Software.

4.4   Provision of Technical Assistance.

(a)   Subject to the terms and conditions of this Agreement, Licensor shall exercise its best efforts, during the Term hereof, to provide Technical Assistance to Eligible Recipients by means of the forms of access set forth in Schedule C, subject to the conditions regarding availability or response times with respect to each such form of access as set forth in Schedule C. Licensor shall undertake such measures as may be necessary, including by means of providing relevant training, to ensure that any Licensor personnel engaged in the provision of Technical Assistance hereunder are reasonably qualified, competent and able to provide Technical Assistance as Eligible Recipients may reasonably be expected to request. Except as required by this Section 4.4 or as otherwise agreed between the Parties, Licensor shall have

no obligation hereunder to provide Technical Assistance with respect to the Licensed Software and/or the features and functionality thereof.

(b)   Licensor shall have no obligation to provide Technical Assistance, by any means, to any entity or individual other than Eligible Recipients. Company shall, at Company's expense, make available one or more Eligible Recipients through which all end users of the Licensed Software may request responses to their inquiries regarding use of the Licensed Software. Company shall initially notify Licensor of the initial Eligible Recipients at the time of executing this Agreement, and shall notify Licensor of any additions or changes thereafter in writing. Company shall undertake such measures as may be necessary, including by means of providing relevant training, to ensure that Eligible Recipients are reasonably qualified, competent and able to respond to such inquiries as such end users may reasonably be expected to require. If the Company's Eligible Recipients are unable, in Company's good faith determination, to adequately respond to any such requests, or in the event any such end user so requests, the end user shall be deemed an Eligible Recipient hereunder, and upon written notice of the same to Licensor, the Company may direct such end user to submit his requests to Licensor for purposes of receiving Technical Assistance directly from Licensor. In the event that any other end user of the Licensed Software contacts Licensor directly for purposes of requesting any such support services, rather than such requests being handled by Eligible Recipients as contemplated in this Section 4.4, Licensor shall be permitted to provide such requested support services and thereafter to charge a fee to Company equal to one hundred fifty percent (150%) of Licensor's then-standard hourly rates with respect to such services, or, in Licensor's discretion, to decline to provide such support services and, at Company's expense, to redirect and/or refer any such end user to Company to the designated Eligible Recipients.

4.5   Technical Assistance Exemptions.

(a)   Unless otherwise agreed by the Parties, Licensor shall have no obligation to provide Technical Assistance with respect to any Software Error resulting from (i) use of the Licensed Software other than according to the terms of this Agreement; (ii) modification of the Licensed Software by Company or any third party, except as expressly permitted in writing by Licensor; or (iii) any combination of the Licensed Software with software or technology not provided by Licensor.

(b)   Unless otherwise agreed by the Parties, Licensor shall not be required to provide Technical Assistance regarding use of any version of the software

other than any version of the Licensed Software generally available and marketed by Licensor during the twelve (12)-month period immediately preceding the relevant request for Technical Assistance.

(c)   Licensor shall not be required to provide Technical Assistance to the extent the provision thereof might reasonably be expected to jeopardize or harm Licensor's rights in any intellectual property, or reveal trade secrets or other proprietary information of Licensor not generally available to the public or to end users of the Licensed Software.

(d)   Nothing in this Agreement shall be construed to give Company a right to use, or otherwise obtain access to, any source code from which the Licensed Software or any portion thereof is compiled or interpreted.

(e)   As a part of the ASP Service, Licensor will make commercially reasonable efforts to maintain the security and integrity of the ASP Service and the Customer Data; provided however, Licensor shall not be required to provide Technical Assistance to the extent the provision thereof would violate Licensor's obligations to any third party with respect to such third party's intellectual property. Furthermore, Company agrees and acknowledges that security breaches cannot be totally prevented.

4.6   Training. If agreed by the Parties, Licensor will provide training to Company's employees, to be conducted by qualified Licensor personnel, as set forth in Schedule D (*"Training Services"*), with respect to provision and use of the Licensed Software and the features and functionality thereof, not to exceed the number of hours set forth in such Schedule D for purposes of such Training Services. In no event shall Licensor be obligated to train more than the number of persons specified in such Schedule D for purposes of such Training Services. Except as required by this Section 4.6 or as otherwise agreed between the Parties, Licensor shall have no obligation to provide training to Company's employees with respect to provision or use of the Application and the features and functionality thereof.

5.   FEES AND PAYMENTS

5.1   License Fee. In consideration for the license granted to Company hereunder, Company shall pay to Licensor, without offset or deduction, a non-refundable software license fee in the amount determined by reference to the formula set forth at the Licensor website which fee shall be due and payable in accordance with the schedule set forth with respect thereto in the web site.

5.2   Support Fees. In consideration for the performance of Licensor's support obligations under Sections 4.1, 4.2, 4.3, 4.4 and 4.5, Company shall pay to Licensor, without offset or deduction, fees in such amounts as set forth in Schedule E. In addition to the foregoing payment obligations with respect to support services provided by Licensor, Company shall be obligated to pay any additional amounts as may be required by the terms of Schedule E with respect to services requested and provided in addition to such services as are expressly required herein, which amounts shall become due and payable upon receipt by Company of any invoice with respect thereto. Support Fees shall include Maintenance Fees and/or Transaction Fees which shall be paid by Company to the Licensor throughout the full term of this Agreement unless the Agreement is terminated in accordance with Sections 10.2 and/or 10.3.

5.3   Training Fees. If Licensor is required to perform Training Services in accordance with Section 4.6, Company shall pay to Licensor, without offset or deduction, a fee in consideration of such Training Services, in such amount as is set forth on Schedule D with respect to such Training Services. Fifty percent (50%) of such fees shall be due and payable on the Effective Date hereof, and the remainder of such fees shall be due and payable upon completion of any such Training Services.

5.4   Company Operating Expenses. Company shall bear all expenses incurred through operation and use of the Licensed Software, including, without limitation, all expenses associated with maintenance and/or management thereof and/or support related thereto, subject to Licensor's obligations under Sections 4.1, 4.2, 4.3, 4.4, 4.5 and 4.6.

5.5   Taxes. All amounts payable hereunder shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Company will be responsible for payment of all such taxes (other than taxes based on Licensor's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of related services. Company will make all payments required hereunder to Licensor free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on any payments hereunder to Licensor will be Company's sole responsibility, and Company will, upon Licensor's request, provide Licensor with official receipts issued by the appropriate taxing authority, or such other evidence as Licensor may reasonably request, to establish that such taxes have been paid.

5.6   Late Payments; Interest. Any portion of any fee or other amount payable hereunder that is not paid when due will accrue interest at ten percent (10%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

5.7   Auditing Rights and Required Records. Company will maintain complete and accurate financial records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters covered by this Agreement as described in Schedule E. Licensor will have the right, at its own expense, upon reasonable prior notice, periodically to inspect and audit the records of Company with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Company has underpaid Licensor with respect to any amounts due and payable hereunder, Company shall promptly pay such amounts as are necessary to rectify such underpayment, together with interest in accordance with Section 5.6, and further provided that if the amount of such underpayment equals or exceeds five percent (5%) of the total amounts due and payable by Company during the period to which such inspection and audit relates, Company shall reimburse Licensor for the cost of such inspection and audit.

6.   CONFIDENTIALITY RIGHTS AND OBLIGATIONS

6.1   Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.

6.2   Mutual Confidentiality Obligations. Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that, except as permitted by this Agreement, neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access thereto, for purposes of performing such Party's obligations hereunder, and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to

return all Confidential Information of the other Party in its possession upon termination of this Agreement.

6.3   Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Section 6.1 and Section 6.2 shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient, so long as such development does not result from use of other Confidential Information of the disclosing Party; (vi) is approved for release or disclosure by the disclosing Party without restriction; (vii) is disclosed in response to an order of a court or other governmental body, provided that the Party making the disclosure pursuant to the order shall first have given notice to the other Party and made a reasonable effort to obtain a protective order; (viii) is otherwise required by law or regulation to be disclosed; or (ix) is disclosed to establish a Party's rights under this License Agreement, including to make such court filings as it may be required to do.

7.   WARRANTIES

7.1   Mutual Representations. Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (ii) that it has the legal right and authority to enter into and perform its obligations under this Agreement; and (iii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (iv) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

7.2   Limited Licensor Warranty. Licensor hereby warrants, for the benefit of Company only, that the Licensed Software will conform in all material respect to the Specifications for a period of 30 days after the Effective Date, provided that such warranty shall not apply to any nonconformity therewith to the extent such nonconformity arises, in whole or in part, from any modification or further development of the Licensed Software after the Effective Date by Company or any third party.

7.3   Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR

DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND THE DEVELOPED TECHNOLOGY IS PROVIDED "AS IS." LICENSOR DOES NOT WARRANT THAT ANY USE OF THE BUNDLED PRODUCT WILL BE ERROR-FREE OR UNINTERRUPTED.

8. EXCLUSIONS OF REMEDIES; LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO EACH PARTY'S RIGHTS AND OBLIGATIONS UNDER SECTIONS 4, 6, AND 9, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF LICENSOR TO COMPANY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO LICENSOR BY COMPANY UNDER SECTION 5. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9. INDEMNIFICATION

9.1 Indemnification of Company. Licensor agrees to indemnify, defend and hold harmless Company from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party that the Licensed Software infringes such third party's intellectual property rights under applicable laws of any jurisdiction within the United States of America, provided that, notwithstanding the foregoing, Licensor shall not have an obligation to indemnify Company hereunder if the alleged infringement arises due to modification of the Licensed Software by Company, on Company's behalf, or upon Company's request or direction, or if such alleged infringement arises due to combination of the Licensed Software with hardware and/or software not supplied by Licensor hereunder, if such infringement would have been avoided by use of the Licensed Software absent such combination. If any claim for which indemnity is or may be sought hereunder is made or appears reasonably possible, Company agrees (x) promptly to notify Licensor in writing; (y) to cooperate with Licensor, and to allow Licensor sole authority to control the defense and settlement of such claim; and (z) to permit Licensor, at Licensor's sole discretion, to enable Company to continue to use the Licensed Software, or to modify or replace any such infringing material to make it non-infringing, provided that, if Licensor determines that none of the foregoing alternatives is reasonably available, Company shall, upon written request from Licensor, cease use of, and, if applicable, return, such materials as are the subject of the relevant infringement claim.

9.2 Indemnification of Licensor. Company agrees to indemnify, defend and hold harmless Licensor from and against any losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from a breach by Company of its obligations hereunder or resulting from any claim by any third party that the Licensed Software infringes such third party's intellectual property rights, if such alleged infringement arises, in whole or in part, due to modification of the Licensed Software by Company, on Company's behalf, or upon Company's request or direction, or if such alleged infringement arises due to combination of the Licensed Software with hardware and/or software not supplied by Licensor hereunder, if such infringement would have been avoided by use of the Licensed Software absent such combination, provided that Company shall not settle any claim unless such settlement completely and forever releases Licensor from all liability with respect to such claim or unless Licensor consents to such settlement, and further provided that Licensor shall have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice.

10. TERM AND TERMINATION

10.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of 3 years thereafter, unless earlier terminated in accordance with this Section 10 (the *"Term"*). This Agreement shall be automatically renewed for additional successive terms at the conclusion of the initial term or

any renewal term unless notification of intent not to renew is provided in writing by the terminating party to the other party not fewer than thirty (30) days prior to the end of the initial or renewal term then in effect.

10.2 Termination for Breach. Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party; specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Agreement shall terminate in the event that such cure is not made within such thirty (30)-day period.

10.3 Termination Upon Bankruptcy or Insolvency. (c) Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (i) that the other Party becomes insolvent or unable to pay its debts when due; (ii) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days; (iii) the other Party discontinues it business; or (iv) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors. In the event that the Company shall have a receiver appointed by the Federal Deposit Insurance Corporation ("FDIC") or otherwise be in control of the FDIC or any similar federal or state organization, the Company shall be held to provide its best efforts to ensure that the FDIC, receiver (and any similar federal or state organization) shall be bound by all obligations of the Company and that the use of the Licensed Software be terminated on demand of the Licensor.

10.4 Effect of Termination. Upon any termination or expiration of this Agreement, (i) Licensor shall suspend Company's access to the Licensed Software and Company shall immediately discontinue all use of Licensor's Confidential Information; (ii) Company shall promptly pay to Licensor all amounts due and payable hereunder. In the event that Company chooses to terminate this agreement early without articulating a basis against Licensor under sections 10.2 or 10.3 or a termination occurs due to breach by the Company or the Company fails to strictly comply with the obligations of the Company set forth by this section 10.4 or other post-expiration or post-termination obligations, an early termination fee will be owed by the Company to the Licensor. The early termination fee shall be the remaining balance due on the Software License Agreement, including, but not limited to, the remaining Software License Fees, Transaction Fees, Integration Fees, Training Fees, Hosting Fees, Firewall and Network Configuration Fees and Annual Maintenance Fees due through the full term of this Agreement notwithstanding

Company's early termination. In the event that a termination occurs due to breach by the Company or the Company fails to strictly comply with the obligations of the Company set forth by this section 10.4 or other post-expiration or post-termination obligations, this measure of the aforementioned early termination fee will be trebled. The remedies of the termination fee herein provided shall be cumulative and not exclusive and Licensor shall be free to seek any other remedies available in law or equity.

10.5 Expiration. Subject to applicable law and this Agreement, the Customer Data contained in the database of the Licensed Software shall be available to Company and its employees during the term of the contract. Following termination of this Agreement and upon full payment to Licensor of all amounts due and payable hereunder, Licensor shall remove or purge all Company's information, Customer Data and appropriate system files. Thereafter Company shall delete such information to the extent such information is duplicated by Company's system files by the Licensed Software. Alternatively, provided the Company's Customer Data was stored on a designated server with daily or weekly back up to tape storage or other acceptable media (to be arranged by Company), Company may pay an additional fee in accordance with Licensor's then current Fee Schedule for Licensor to transfer Customer data in a SQL data base format to Company's system. If the Company does not notify Licensor in writing and pay the associated fee within ninety (60) days before termination, Licensor shall remove or purge the Customer Data without further notice and shall have no further obligation or duty to return the Customer Data to Company.

11. GENERAL PROVISIONS

11.1 Entire Agreement This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein.

11.2 Independent Contractors. In making and performing this Agreement, Company and Licensor act and shall act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

11.3   Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed as follows:

If to Licensor: **Fynsaas Financials, Inc.**
205 Browerton Road
Woodland Park, NJ 07424

or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient.   Such notices shall be effective on the date indicated in such confirmation. In the event that either Party delivers any notice hereunder by means of facsimile transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

11.4   Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by the Party against whom enforcement of such amendment or modification is sought.

11.5   Assignment; Delegation. Licensor may, upon written notice to Company, assign any of its rights or delegate any of its duties hereunder without the prior written consent of Company.   Without limiting the foregoing, Licensor may provide any of the support training obligations required by Section 4 hereof through a third party and may assign to a third party the right to collect the fees and payments due hereunder. Company shall not assign any rights or delegate any duties hereunder without the prior written consent of Licensor. Except as permitted by the foregoing, any attempted assignment or delegation shall be null, void and of no effect.

11.6   Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability.   The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

11.7   Waiver. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought.   Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time.   Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

11.8   Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS.   VENUE SHALL BE IN ST. JOHNS COUNTY, FLORIDA.

11.9   U.S. Government End-Users. Each of the Application Documentation and the software components that constitute the Application is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Application and the Application Documentation with only those rights set forth therein.

11.10   Remedies. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. Company shall pay to Licensor any and all costs incurred by Licensor in the enforcement of any term or provision of this Agreement, including, but not limited to, collection costs, costs of any such action or proceeding and attorneys' fees. Licensor shall be entitled to terminate this Agreement and to pursue any remedy available to it at law or equity or otherwise in addition to any specific rights or remedies set forth herein.

11.11   Counterparts.   This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

11.12   Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this document as of the Effective Date.

FYNSAAS FINANCIALS, INC: