

SALES AND INTELLECTUAL PROPERTY LICENSE AND SUPPORT AGREEMENT

This Sales and Intellectual Property License and Support Agreement (the "Agreement"), is made and entered into in Las Vegas, Nevada USA, by and between SkyWire Media, Inc., a Nevada corporation ("SKYWIRE"), with offices at 1180 N. Town Center Dr., Las Vegas, Nevada USA, and the individual or entity identified in the SKYWIRE Sales Quote executed by said individual or entity ("Customer") in connection with this Agreement. SKYWIRE and Customer may be referred to herein as "party", or collectively, "parties". This Agreement and all terms and conditions therein shall be effective as of the date the Customer executes the SKYWIRE Sales Quote (the "Effective Date"), whether by electronic or written signature.

ACKNOWLEDGMENT

By executing the SKYWIRE Sales Quote, whether by electronic or written signature, Customer hereby acknowledges that they have had opportunity to consult with independent counsel regarding all terms and conditions in this Agreement, and that Customer has read, acknowledges and agrees to be bound by all terms and conditions in this Agreement. Customer hereby waives any and all legal defenses regarding Customer's mutual assent to the terms and conditions of this Agreement.

Customer acknowledges and agrees that SKYWIRE may amend this agreement from time to time without customer's consent. Customer agrees to be bound by the terms of such amendments without further consideration or notice, provided that said amendments are available to customer and posted on SKYWIRE's website

at: <http://www.SkyWire.com/ServicesAndSupport/SalesAndIntellectualPropertyLicenseAndSupportAgreement>.

NOW, THEREFORE, in consideration of the representations and promises of the parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

1. The following terms in this Agreement shall have the meanings set forth below:

Intellectual Property. "Intellectual Property" means the technology and products identified as "Intellectual Property" on the SKYWIRE Sales Quote.

License Fees. "License Fees" refers to those fees, if any payable by Customer to SKYWIRE for the license rights to the Intellectual Property, as set forth in the SKYWIRE Sales Quote.

Hardware. "Hardware" refers to the items identified as "Hardware" on the SKYWIRE Sales Quote.

Support Fees. "Support Fees" refers to those fees payable by Customer to SKYWIRE for the support and servicing of the Intellectual Property, if any, as identified in the Support Fees Schedule attached to the SKYWIRE Sales Quote or then in place.

One-Time Charges. "One-Time Charges" refers to the sum of One-Time Charges identified for certain items in the SKYWIRE Sales Quote.

Modifications. "Modifications" collectively refers to any and all standard maintenance releases directly relating to the Intellectual Property. The term "Modifications" does not include new modules, next generation products or releases, or customized enhancements or developments.

Error Corrections. "Error Corrections" means any and all software code designed to correct known, documentable, and reproducible defects in the Intellectual Property.

PAYMENT

2. One-Time Charges. SKYWIRE shall have no obligation to deliver any products or services, including Intellectual Property, Hardware, software or other services, pursuant to this Agreement until receipt of one hundred percent (100%) of the total One-Time Charges identified in the SKYWIRE Sales Quote.

a. Down Payment. Prior to SKYWIRE commencing any work pursuant to this Agreement, Customer shall make a down payment of fifty percent (50%) of the total One-Time Charges identified in the SKYWIRE Sales Quote. The remaining fifty percent (50%) of the total of One-Time Charges shall be paid by Customer prior to SKYWIRE being obligated to deliver any Hardware identified in the SKYWIRE Sales Quote.

b. Non-Refundable. Any down payment(s) required by SKYWIRE pursuant to the SKYWIRE Sales Quote or this Agreement shall be non-refundable, including, but not limited to, any down payments required by SKYWIRE for One-Time Charges, Intellectual Property, License and Support Fees, Hardware, or other services pursuant to this Agreement.

3. Payment of Invoices. Customer shall pay one hundred percent (100%) of the total amount of all SKYWIRE invoices within thirty (30) days of the date of the SKYWIRE invoice. Retention by Customer of lease or sale financing shall not relieve Customer of its obligations hereunder.

a. Dispute. In the event that Customer should have a good faith dispute regarding any invoice or charge submitted by SKYWIRE, the parties shall first in good faith attempt to resolve such dispute as soon as reasonable practicable. Failure of the parties to resolve any such dispute shall not relieve Customer of any of its payment obligations hereunder.

b. Late Payment. For any balance outstanding for more than thirty (30) days from the date of the SKYWIRE invoice, the Customer shall be charged and shall pay interest on the balance due at the rate of 1.5% per month (18% per annum) or the maximum rate of interest permitted under applicable law, if less. SKYWIRE shall have the right to cease its obligations under this Agreement entirely if payment is not received within thirty (30) days of the date of the invoice.

c. Taxes and Shipping. Customer shall be solely responsible for payment of all taxes, freight and other shipping costs incurred by SKYWIRE pursuant to this Agreement as identified in the SKYWIRE Invoice or otherwise submitted by SKYWIRE.

d. Installation and Training Fees. Customer agrees to pay all travel, mileage, lodging, meals, accommodations and other reasonable expenses incurred by SKYWIRE' employees, subcontractors or agents in connection with the installation of and training for the Intellectual Property and SKYWIRE products, whether such expenses are incurred during start-up training or for additional training requested by the Customer. SKYWIRE shall endeavor to obtain reasonable available fares and will not travel first class. Travel and related expenses will be invoiced separately as incurred by SKYWIRE.

LICENSE GRANT

4. Grant of License for Intellectual Property. Upon full payment by Customer of all sums due under this Agreement, and on the terms and subject to the conditions of this Agreement, SKYWIRE grants to Customer, and Customer accepts, a nontransferable and nonexclusive license to use the Intellectual Property at the site(s) identified in the SKYWIRE Sales Quote for Customer's internal business purposes. Customer agrees that it shall not copy, distribute, re-license, sublicense or allow third parties other than Customer's clients or employees to use or access the Intellectual Property. Customer shall not reverse engineer, disassemble, decompile, modify, or alter the Intellectual Property or any copy thereof, in whole or in part. SKYWIRE shall retain title to the Intellectual Property and expressly reserves all rights in the Intellectual Property not expressly granted to Customer.

5. Network/Hardware/Third Party Software Requirements. Customer acknowledges and agrees that the performance of the Intellectual Property is conditioned upon Customer procuring, at its sole cost and expense, the specified network, network configuration, and other required hardware and third party software in accordance with SKYWIRE specifications. Customer waives any claims, without limitation, including warranty claims against SKYWIRE arising out of or related to the network, network configuration,

hardware or third party software used in connection with the Intellectual Property that does not meet SKYWIRE's specifications.

6. Inspection Rights. To assist SKYWIRE in the protection of its proprietary rights with respect to the Intellectual Property, SKYWIRE shall have the right, once a year, or upon reasonable belief that there may have been a breach hereunder, during regular business hours, to inspect the Intellectual Property at the location(s) at which the Intellectual Property is used and stored by Customer.

7. Restrictions. Customer may not loan, rent, lease, transfer, convey, assign or license the Intellectual Property, or any copy thereof to any other party. Customer may not sell information services to other parties through the use of the Intellectual Property, whether in the form of a service bureau, reservation center, or other information processing entity. In addition, Customer may not modify the Intellectual Property, or attempt to circumvent any licensing requirements, including the requirement to obtain a separate interface license for each third party device which sends information to or receives information from the Intellectual Property. Customer shall not reverse engineer, decompile or disassemble Intellectual Property without the express written consent of SKYWIRE. SKYWIRE reserves all other rights not expressly granted to Customer hereunder.

8. Intellectual Property Notices. Customer shall not remove any copyright, trademark or patent notices that appear on the Intellectual Property.

9. SKYWIRE Software License. In no event shall Customer write, interface, or otherwise access any SKYWIRE software products licensed hereunder with a third-party application or create or add fields, tables or indices to the SKYWIRE software products without SKYWIRE' express prior written consent. In the event Customer writes, interfaces or accesses any SKYWIRE software products with a third-party application or creates or adds fields, tables or indices to any SKYWIRE software products without SKYWIRE' written consent, Customer shall pay to SKYWIRE an additional annual surcharge in the amount of twenty percent (20%) of the annual Support Fees. SKYWIRE shall waive such surcharge if the third-party application has been previously certified by SKYWIRE and Customer has purchased the required interface from SKYWIRE. SKYWIRE shall have the right to inspect and audit any SKYWIRE software products at the location(s) at which any SKYWIRE software products are used and stored by Customer to assure compliance herewith.

10. License and Support Fees. In consideration of the licenses granted and services to be provided by SKYWIRE to Customer under this Agreement, Customer agrees to pay the License Fees as set forth in the SKYWIRE Sales Quote. Customer further agrees to pay the Support Fees, as incurred, specified in the Support Fees Schedule attached to the SKYWIRE Sales Quote. Customer shall pay all License Fees and Support Fees, as incurred, within thirty (30) days of the date identified on the SKYWIRE invoice for such fees. The License Fees and Support Fees hereunder do not include, and shall be increased to include any and all local, state, or federal taxes (including without limitation VAT, if any), however designated, levied or assessed, customs duties and disbursements such as the costs of materials, shipping, travel and telecommunications. Any indications of time contained in offers made by SKYWIRE shall be deemed estimated.

SERVICES

11. Installation. Customer acknowledges that the prices identified in the SKYWIRE Sales Quote do not include on-site installation of any Intellectual Property, hardware, software or other SKYWIRE products. Upon acceptance of this executed Agreement by SKYWIRE, SKYWIRE and Customer shall establish a mutually agreeable date for any necessary installation of the products identified in the SKYWIRE Sales Quote. Installation costs and fees shall be billed to Customer separately from any License and Support Fees. Customer recognizes the importance of honoring any scheduled installation date, and shall promptly notify SKYWIRE in writing if Customer is required to delay the scheduled installation date. Any such Customer written notice of delay shall be provided at least thirty (30) days before the scheduled installation date.

Customer shall be solely responsible for installation of any requisite AC power lines. SKYWIRE does not provide cabling service, and shall not be reasonable for the inspection of any electrical installation. Customer acknowledges receipt of documentation concerning the requirements for dedicated, isolated and insulated AC power lines for all SKYWIRE products.

12. Training. SKYWIRE shall only be responsible for providing the Customer with start-up training on the Intellectual Property and SKYWIRE products if expressly indicated in the SKYWIRE Sales Quote. If SKYWIRE is designated in the SKYWIRE Sales Quote to provide start-up training, such training will be provided exclusively to Customer and its employees. SKYWIRE's sole obligation for any such start-up training shall be to provide a qualified instructor for Customer's service for only the number of hours designated in the SKYWIRE Sales Quote. SKYWIRE does not guarantee that, after such training, the trainees will be able to use or operate the Intellectual Property properly.

At Customer's request, SKYWIRE may provide additional training time beyond the amounts stated on the SKYWIRE Sales Quote at SKYWIRE's then-prevailing rates for training. Customer agrees that it may not offer its trained employees to other third parties for the purpose of resale. SKYWIRE and Customer will mutually agree upon a training schedule. Customer agrees to pay all travel, mileage, lodging, meals, accommodations and other reasonable expenses incurred by SKYWIRE's employees, subcontractors or agents in connection with the installation of and training for the Intellectual Property and SKYWIRE products, whether such expenses are incurred during start-up training or for additional training requested by the Customer. SKYWIRE shall endeavor to obtain reasonable available airfares and will not travel first class. Travel and related expenses will be invoiced separately when incurred by SKYWIRE and shall be paid by Customer within thirty (30) days of the date of the SKYWIRE invoice.

13. Consulting Services. SKYWIRE may provide Customer with certain "Consulting Services" upon request. "Consulting Services" means and includes any professional and consulting services not explicitly defined or provided herein, including without limitation "gap" analyses, analyses of Customer legacy product features and functionality, consultation for feature enhancements and modifications, internal control evaluation, and all other such services. If Customer requests that SKYWIRE assist Customer in connection with internal control evaluation, audits or reporting (including without limitation those in connection with Sarbanes-Oxley compliance), SKYWIRE shall charge Customer at its standard daily rates. All other terms and conditions of this Agreement, including Customer's payment obligation for expenses, shall apply and be effective between the parties for such Consulting Services.

14. Subcontractors. SKYWIRE may make use of subcontractors or its dealers or distributors to perform any of its obligations or services under this Agreement. Subcontractors engaged by SKYWIRE shall perform in accordance with the terms and conditions of this Agreement.

SUPPORT

15. Support. SKYWIRE will not provide Customer with Intellectual Property support, as defined herein, unless expressly indicated in the SKYWIRE Sales Quote or purchased by the Customer. Customer agrees to pay any Support Fees incurred at the rates identified on the Support Fee Schedule attached to the SKYWIRE Sales Quote, or, if later purchased, at the Support Fee Schedule provided to Customer at the time of purchase.

16. Support Fee Payments. During the term hereof, Support Fees shall be due and payable within thirty (30) days of the date of the SKYWIRE invoice. Any discontinuation of use by Customer of the Intellectual Property, or any portion thereof, or withholding by SKYWIRE of support as a result of Customer payment breach hereunder, shall not cause any reduction in the Support Fees. SKYWIRE reserves the right to increase the Support Fees payable hereunder upon thirty (30) days' notice.

17. Scope of Support. Support for the SKYWIRE Intellectual Property to the Customer shall be provided from SKYWIRE's premises, with any such support consisting exclusively of the following services ("Support"). All Support to be provided under the Agreement shall be provided to the Customer and its

employees only. SKYWIRE reserves the right at any time to transfer or assign the Support services, or a portion thereof, to another independent entity.

a. Telephone Consultation: SKYWIRE shall be available for consultation and support by telephone on SKYWIRE's premises 7 days per week, 24 hours per day. No consultation or support shall be provided with respect to interference from other software programs not supplied by SKYWIRE that have the effect to alter files stored on the SKYWIRE Intellectual Property.

b. Remote Service: SKYWIRE agrees to be available for review of SKYWIRE Intellectual Property and related files, provided that such SKYWIRE Intellectual Property and files are made available to SKYWIRE by the Customer via a suitable communication connection. As between SKYWIRE and Customer, Customer is responsible for having and maintaining a communication connection that complies with SKYWIRE's specifications. SKYWIRE disclaims any liability hereunder, and Customer waives any claims hereunder, if SKYWIRE is prevented or limited in providing support to Customer as a result of Customer's failure to supply or maintain a suitable communication connection or if communication between SKYWIRE and Customer is disrupted by force majeure.

c. Maintenance: Notwithstanding anything herein to the contrary, SKYWIRE is under no obligation to produce or create any Modifications to the Intellectual Property. Notwithstanding, provided Customer is not in default hereunder, and to the extent that SKYWIRE has developed such, SKYWIRE shall make available to the Customer Error Corrections and Modifications. Customer shall be required to install: (i) all Error Corrections within six (6) weeks of being made available to Customer; and (ii) all Modifications within six (6) months of being made available to Customer.

Support services do not include assistance with implementation of Error Corrections or Modifications, and Customer shall be responsible for installing and configuring Error Corrections and Modifications itself. At Customer's option, Customer may request and contract with SKYWIRE for such services at SKYWIRE's regular rates for such services (plus reimbursement of expenses if the services are provided on-site). SKYWIRE reserves the right not to provide Support to Customer if Customer fails to install the Error Corrections and Modifications in accordance with the terms hereof. Customer shall be solely responsible for all costs and expenses associated with hardware or third-party software necessary or appropriate for the operation or performance of Error Corrections or Modifications.

18. Third Party Items. Customer agrees to purchase, install and maintain all necessary or appropriate Hardware, third party software, and/or operating system(s) as recommended and agreed with SKYWIRE for use with the Intellectual Property. All Hardware, network and related systems, operating system(s), and other third party software acquired pursuant to the foregoing, including ongoing support and upgrades for any such items are the sole responsibility of Customer. SKYWIRE shall not provide any support necessitated by, and disclaims all damages arising in connection with, data corruption or disruption or modification of the Intellectual Property caused by third party software or third party interfaces.

19. Termination Rights. SKYWIRE shall have the right to terminate Support upon the earliest of the following: (i) Customer's breach of the Agreement, including without limitation its obligations with respect to Support; (ii) Customer's failure to install Error Corrections or Modifications in accordance with the terms hereof; (iii) Customer's failure to pay invoices to SKYWIRE when due; or (iv) at any time, upon six (6) months' prior written notice to Customer.

20. Exclusions. The following services are not included in Support services to be provided hereunder. Upon Customer's request, SKYWIRE will use reasonable efforts to provide the services listed below at SKYWIRE's prevailing rates for such services, subject to any exceptions indicated below. If any such services cannot be provided remotely, Customer agrees to pay SKYWIRE's costs of on-site service, which will include a daily labor rate plus all travel, accommodations and other reasonable expenses

incurred by SKYWIRE's employees, subcontractors or agents in connection with the provision of such services.

A. Systems Maintenance and Monitoring Services:

- (a) Configuration of printers, workstations, servers, or tape backup
- (b) Repair/troubleshoot of operating system, hardware, third party applications
- (c) Diagnosis/resolution of issues with tape backup systems, i.e. identifying media controller or media issues
- (d) Diagnosis/resolution of issues with server or workstation hardware, i.e. drive failures, server RAID array issues, RAM faults, network card issues
- (e) Diagnosis/resolution of issues with printer hardware or printer drivers
- (f) Diagnosis/resolution of issues with network infrastructure
- (g) Install/re-install of workstations, database servers, application servers, operating systems and service packs, internet Explorer® or other Windows® based software products
- (h) Re-configuration of the Intellectual Property as a result of relocation of hardware or network changes
- (i) Install/re-install or reconfiguration of back-up software, i.e. re-creating backup schedules, re-creating media labels
- (j) Recovering corrupted database
- (k) Restoring database from previously made backup
- (l) Monitoring available storage capacity on the database servers
- (m) Monitoring alerts and error logs generated by the server operating system, SKYWIRE database or backup software
- (n) Monitoring proper functioning of the database backup
- (o) Install/re-install/update restore disks
- (p) Support of Intellectual Property for a non-supported release
- (q) Support of Intellectual Property installed on equipment not included in or compliant with SKYWIRE' specified configurations
- (r) Support of Customer-specific application development which is not available for general public release

(s) Support of Customer-specific application development which is not available for general public release

B. Application Management Services:

(t) Planning and execution of upgrades of installed SKYWIRE applications

(u) Administration of SKYWIRE application users, i.e. creation/update/granting permissions

(v) Applying a change to the configuration of SKYWIRE applications that may be necessary due to a change in business rules or third party software/hardware setup, i.e. adding or modifying rooms, transaction codes, rate codes, interface code conversion tables, add new keycard encoders, enable/disable features, etc.

(w) Install/re-install/reconfigure property interface software

(x) Install/re-install/reconfigure integration software such as OXI, i.e. installation and testing of new interface

(y) Changes to customized forms, i.e. folio; registration card; A/R statement; reminder letters; confirmation letters; message formats; receipts

(z) Modification of customized reports, reports that are created via simple report writer, or creation of new reports.

(aa) Creation/implementation of data correction scripts, if needed as a result of user action

(bb) Screen painting, i.e. changing layout of fields or adding conditions/fields.

C. Training Services:

SKYWIRE shall only be responsible for providing the Customer with training services for the Intellectual Property or other SKYWIRE products or services in accordance the terms of Section 10 of this Agreement.

21. Disclaimer of Database Administration. SKYWIRE does not provide any SKYWIRE database administration. It is the obligation of Customer to administer, maintain, update, enhance and purge its SKYWIRE database. SKYWIRE disclaims any liability in connection with SKYWIRE database administration, including data merging, data purging, and data corruption.

22. Customer Misuse. If SKYWIRE determines that errors reported by Customer are caused by Customer's misuse or misconduct, SKYWIRE reserves the right to charge Customer for any and all expenses associated with error diagnostic procedures.

23. Backup. Notwithstanding anything set forth herein or any products or services provided by SKYWIRE hereunder, Customer acknowledges that the backup and restoration and recovery of its systems and data is solely and entirely Customer's responsibility and SKYWIRE shall not be responsible for any liability or damages, direct or indirect, arising or resulting from any failed backup, restoration or recovery of Customer's system or data, even if SKYWIRE provided such backup, restoration or recovery products or services.

HARDWARE

24. Application. SKYWIRE may sell computer hardware produced or supplied by third-party suppliers or manufacturers as part of this Agreement. The terms and conditions of this Agreement shall apply to any Hardware identified as such in the SKYWIRE Sales Quote, or purchased by Customer from SKYWIRE during the term of this Agreement.

25. Hardware Pricing and Payment. Customer shall pay the price listed for any Hardware in the SKYWIRE Sales Quote pursuant to Sections 2 and 3 of this Agreement. The prices on the SKYWIRE Sales Quote do not include shipping and handling costs, applicable taxes, and other related charges; these will be billed to Customer in the separate SKYWIRE invoice. All prices are free on board (F.O.B.) SKYWIRE, with title and risk of loss to the Hardware or other shipped products passing to the Customer upon delivery to the carrier. SKYWIRE shall not be liable for any delay in delivery or failure to deliver any Hardware or other products under this Agreement. Customer waives any claim for shortage of equipment unless such claim is made in writing to SKYWIRE within ten (10) days after Customer's receipt of the Hardware.

26. Default of Hardware and Payment. For any Hardware balance outstanding for more than thirty (30) days from the date of the SKYWIRE invoice, the Customer shall be charged and shall pay interest on the balance due at the rate of 1.5% per month (18% per annum) or the maximum rate of interest permitted under applicable law, if less. Upon an uncured payment default, SKYWIRE shall have and may exercise all rights and remedies available to it under this Agreement and at law or in equity, including, without limitation, the right to enter any premises where the Hardware is located and to repossess the Hardware with or without notice or demand or legal proceedings. In addition to all other rights in this Agreement, SKYWIRE's remedies for Customer's uncured payment default shall include recovery of a reasonable Hardware rental fee, and reimbursement for all reasonable expenses that SKYWIRE incurs as a result of the default, including, without limitation, attorneys' fees, and court costs.

27. Orders and Returns. Unless the Hardware is expressly identified in the SKYWIRE Sales Quote, all orders for Hardware are subject to acceptance in writing by SKYWIRE. Any order of Customer not accepted in writing by SKYWIRE is deemed rejected. SKYWIRE shall use reasonable efforts to deliver the Hardware to Customer's premises on a mutually agreed upon date. Once SKYWIRE has accepted an order, SKYWIRE may, but is not obligated to, agree to cancellation at Customer's request. If SKYWIRE agrees to a cancellation, Customer shall forfeit any payment already made, provided that, if Customer's cancellation is received by SKYWIRE in writing before SKYWIRE has placed its order with the supplier for the Hardware, SKYWIRE will credit Customer's account with the amount of the payment, less any expenses incurred by SKYWIRE in canceling the order.

Any Hardware returned for any reason (other than for warranty service or post-warranty maintenance) will be subject to a restocking fee of twenty percent (20%) of the cost of the Hardware. If SKYWIRE determines that the Hardware has been used, SKYWIRE will assess a restocking charge of up to fifty percent (50%) of the cost of Hardware.

28. Expedited Shipping. Lead time (the time from order to shipment) for purchases is ordinarily thirty (30) business days. If Customer requests (and SKYWIRE agrees) that purchased items shall be shipped within five (5) business days of the order, then the rush processing fees indicated below will apply. The shipper may also impose additional charges for express service.

<u>Lead Time</u>	<u>Surcharge</u>
24 hours	\$100 for every 3 item lines
48 hours	\$50 for every 3 item lines
5 business days or less	5% of order value (max. \$500)

29. Exclusivity of Manufacturer Warranty. SKYWIRE assigns and Customer accepts the assignment of any warranties or representations made by the third-party manufacturers or suppliers of the Hardware. The

assignment is effective only upon Customer's payment in full for the Hardware. Should any part of the Hardware subject to a supplier or manufacturer warranty prove to be defective in material or workmanship, Customer's exclusive rights and remedies are as provided in the supplier's or manufacturer's warranty, and SKYWIRE shall have no liability to Customer thereby. CUSTOMER SHALL SEND ALL REQUESTS FOR WARRANTY SERVICE DIRECTLY TO THE PRODUCT SUPPLIER OR MANUFACTURER AND NOT TO SKYWIRE. Customer bears all shipping costs associated with returns for warranty service unless the manufacturer/supplier warranty provides otherwise. Repair or replacement is at the discretion of the manufacturer or supplier. SKYWIRE is not responsible for any failure by the original manufacturer or supplier to honor its warranty for any reason whatsoever, and all issues regarding warranty service should be addressed directly to the manufacturer or supplier. If the foregoing is not effective (whether by law, court order, or otherwise), then SKYWIRE, at its sole discretion, may repair or replace the defective Hardware.

REPRESENTATIONS AND WARRANTIES

30. SKYWIRE to Customer. SKYWIRE represents and warrants to Customer that it has the full right, power and authority to enter into this Agreement and that SKYWIRE entering into this Agreement shall not result in a breach of or constitute a default under any other agreement or instrument to which it is a party.

31. By Customer to SKYWIRE. Customer represents and warrants to SKYWIRE that it has the full right, power and authority to enter into this Agreement and that Customer's entering into this Agreement does not result in a breach of or constitute a default under any agreement or instrument to which it is a party. Customer represents and warrants that it will comply with all applicable state, federal, national and international laws which may be applicable to Customer's performance under this Agreement. Further, Customer recognizes and acknowledges that: (i) the Intellectual Property is capable of compiling certain data; (ii) certain laws restrict or prohibit the compilation, analysis or transfer of certain personal data; and (iii) Customer shall comply in full with all laws that restrict or prohibit the compilation, analysis or transfer of certain personal data.

32. Disclaimer of Warranties. SKYWIRE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, OR USE, FOR ANY SKYWIRE PRODUCTS OR SERVICES, INCLUDING INTELLECTUAL PROPERTY, AND HARDWARE PROVIDED UNDER THIS AGREEMENT. SKYWIRE DOES NOT WARRANT OR GUARANTEE THAT THE INTELLECTUAL PROPERTY OR HARDWARE (OR THE SUPPORT PROVIDED HEREUNDER) WILL SATISFY CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF SUCH WILL BE UNINTERRUPTED OR ERROR FREE. THE SKYWIRE PRODUCTS (OR SERVICES) PROVIDED HEREUNDER ARE PROVIDED WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE CUSTOMER.

33. Viruses and Security. It is Customer's responsibility to have and maintain in place virus protection software and security for all of its systems and data, which such security includes firewalls, passwords, physical security, and access control policies. If Customer's systems have persistent connections to the Internet, or transmit credit card or gift card transactions over the Internet, or use SKYWIRE or third-party SSL to transmit credit card or gift card transactions, or otherwise have persistent connections to any network where there is potential for unauthorized access, Customer acknowledges that the security and protection of the network and the data and applications on that network, including protections against unauthorized access, is solely and entirely Customer's responsibility. A properly configured firewall is required for each site using a persistent connection to the public Internet or any private network where there is a potential for unauthorized access to the SKYWIRE network. Customer acknowledges that, to be effective, virus protection software, system passwords, and other security software require periodic and routine updates, which Customer must obtain from its supplier or the manufacturer, as appropriate. SKYWIRE is not responsible for breach of Customer's security for its systems or data, including, without limitation, damage caused by persons lacking authorized access. SKYWIRE shall not be liable for any damages arising or relating to a breach of the Customer's network or system and SKYWIRE disclaims any and all direct, consequential, incidental, indirect or special damages, including fines and penalties, lost profits, business interruption, or other incidental, punitive, or economic damages, arising from any breach

of Customer's network or system, even if advised of the possibility of such damage. Customer expressly waives any right to refund, damages or other compensation.

SKYWIRE DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT SKYWIRE INTELLECTUAL PROPERTY, HARDWARE OR OTHER PRODUCTS SOLD UNDER THIS AGREEMENT WILL REMAIN VIRUS-FREE. SUPPORT OR SERVICES HEREUNDER NECESSITATED BY COMPUTER VIRUSES, OR BY ANY FAILURE OR BREACH OF CUSTOMER'S SECURITY FOR ITS SYSTEMS OR DATA, INCLUDING, WITHOUT LIMITATION, DAMAGE CAUSED BY PERSONS LACKING AUTHORIZED ACCESS, ARE NOT COVERED UNDER THIS AGREEMENT, AND WILL BE SUPPLIED ONLY UPON CUSTOMER REQUEST AND ON A REASONABLE EFFORTS BASIS, ON A TIME-AND-MATERIALS BASIS AT STANDARD SKYWIRE RATES. CUSTOMER WAIVES ANY CLAIMS HEREUNDER AGAINST SKYWIRE TO THE EXTENT ARISING FROM CUSTOMER'S FAILURE TO HAVE OR MAINTAIN CURRENT VIRUS PROTECTION, OR TO THE EXTENT ARISING AS A RESULT OF A FAILURE OR BREACH OF CUSTOMER'S SECURITY FOR ITS SYSTEMS OR DATA, OR AS A RESULT OF ANY UNAUTHORIZED ACCESS TO CUSTOMER'S SYSTEMS. IF REQUESTED BY CUSTOMER, SKYWIRE SHALL PROVIDE, ON A REASONABLE EFFORTS AND ON A TIME-AND-MATERIALS BASIS, SUPPORT OR SERVICES TO ADDRESS DAMAGE CAUSED BY, BUT NOT LIMITED TO, ANY OF THE FOLLOWING: CUSTOMER'S FAILURE TO HAVE CURRENT VIRUS PROTECTION; CUSTOMER'S FAILURE TO MAINTAIN VIRUS PROTECTION; DAMAGE ARISING AS A RESULT OF A FAILURE OF CUSTOMER'S SECURITY FOR ITS SYSTEMS OR DATA; DAMAGE ARISING AS A RESULT OF A BREACH OF CUSTOMER'S SECURITY FOR ITS SYSTEMS OR DATA; OR DAMAGE AS A RESULT OF ANY UNAUTHORIZED ACCESS TO CUSTOMER'S SYSTEMS. SUCH SUPPORT AND SERVICES SHALL BE BILLED AT THE PREVAILING STANDARD SKYWIRE RATES.

INDEMNIFICATION OBLIGATIONS

34. SKYWIRE Indemnification Process. During the term of this Agreement only and provided that Customer is not in default of this Agreement, SKYWIRE agrees to indemnify, defend and hold Customer harmless from any and all damages arising directly from SKYWIRE' actual (not alleged) infringement of a third party's U.S. patent, patent application or copyright. In such an event, SKYWIRE may, in its sole discretion; (i) replace the infringing intellectual property with alternate Intellectual Property with substantially similar functionality that is not infringing; (ii) modify the Intellectual Property in such a manner that renders it noninfringing, or (iii) repossess all properly licensed copies of the infringing Intellectual Property in Customer's possession, reimburse Customer for a prorated portion of the License Fees paid by Customer for such Intellectual Property based on a 36-month straight line amortization period commencing on the Effective Date and terminate Customer's license to the same. If any action shall be brought against Customer in respect to which indemnity may be sought from SKYWIRE pursuant to this Section (hereinafter in this Section 19, a "Claim"), Customer shall promptly notify SKYWIRE in writing, specifying the nature of the Claim and such relief as is sought therein. SKYWIRE may, at its sole discretion, at any time upon written notice thereof to Customer undertake to conduct all proceedings or negotiations in connection therewith, assume the defense thereof, and if it so undertakes, it shall also undertake all other required steps or proceedings to settle or defend the Claim, including the employment of counsel. Customer shall cooperate with SKYWIRE in all reasonable respects in connection with the defense of the Claim. Customer shall have the right to employ separate counsel and participate in the defense thereof at its own expense.

SKYWIRE shall have no obligations under this Section 19 if the actual infringement is due to any of the following: (i) the Intellectual Property or any portion thereof has been modified, altered or changed in any manner by Customer or any party acting on Customer's request, if such actual infringement would have been avoided in the absence of the use of such altered Intellectual Property; (ii) the combination, operation or use of the Intellectual Property with any other party's software, operating system, and/or

hardware, if such infringement would have been avoided in the absence of such combination, operation, or use; (iii) Customer's failure to install or have installed Error Corrections or Modifications that would have avoided the infringement and Customer had been notified of same; (iv) any unauthorized use of the Intellectual Property by Customer; (v) the requirements, specifications or functionalities requested or provided by Customer; or (vi) the infringement arises out of or is connected with claims (whether based in patent law or otherwise) to inventions, technologies, or methods that were in widespread unlicensed use by third parties as of the time the Intellectual Property was licensed to, or used by, Customer.

35. Customer Indemnification Process. Customer agrees that it will indemnify, defend and hold harmless SKYWIRE, its officers, directors, employees, affiliates and agents from any and all losses, claims, damages, expenses, other liabilities and causes of action of every nature whatsoever, including attorneys' fees, which arise, directly or indirectly, in connection with: (i) the negligent acts, omissions or intentional wrongdoing of Customer; (ii) the violation by Customer of any and all laws, ordinances, regulations and rules in connection with the offering of its services; and (iii) any breach of this Agreement. If any action shall be brought against SKYWIRE in respect to which indemnity may be sought from Customer pursuant to this Section 20 (hereinafter in this Section 20, a "Claim"), SKYWIRE shall notify Customer in writing, specifying the nature of the Claim and such relief as is sought therein. Except as otherwise provided herein, Customer shall upon written notice thereof to SKYWIRE undertake to conduct all proceedings or negotiations in connection therewith, assume the defense thereof, and take all other required or appropriate steps or proceedings to settle or defend any such Claim. SKYWIRE shall have the right to employ separate counsel and participate in the defense thereof at its own expense, if it should so elect.

36. Limitation of Damages. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, BUSINESS INTERRUPTION, OR OTHER INCIDENTAL, PUNITIVE, OR ECONOMIC DAMAGES (INCLUDING THOSE ASSOCIATED WITH IMPROPER, UNDER-CALCULATED OR UNDER-ACCRUED TAXES OR GOVERNMENT LEVIES), WHETHER ARISING FROM CUSTOMER'S USE OF (OR INABILITY TO USE) THE INTELLECTUAL PROPERTY, SUPPORT PROVIDED HEREUNDER, OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL SKYWIRE BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE INTELLECTUAL PROPERTY LICENSE FEES PAID HEREUNDER. SKYWIRE SHALL NOT BE RESPONSIBLE FOR AND DISCLAIMS ANY LIABILITY ASSOCIATED WITH FAILURE TO PROCESS CREDIT CARD TRANSACTIONS. SKYWIRE SHALL NOT, BY REASON OF THE DISCONTINUATION OR MODIFICATION OF THE INTELLECTUAL PROPERTY OR ANY SKYWIRE SOFTWARE OR THE TERMINATION OR NON-RENEWAL OF THIS AGREEMENT, BE LIABLE TO CUSTOMER FOR COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PROSPECTIVE PROFITS, OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS OR COMMITMENTS MADE IN CONNECTION WITH THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF CUSTOMER'S BUSINESS. SKYWIRE SHALL HAVE NO LIABILITY OF ANY KIND FOR ANY THIRD PARTY PRODUCT OR SERVICE NOT PROVIDED BY SKYWIRE HEREUNDER.

CONFIDENTIALITY

37. Mutual Representations. Customer and SKYWIRE shall retain in confidence all information and know-how received pursuant to this Agreement, or that the other party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, should in good faith be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms and during the existence of this Agreement. Notwithstanding, either party may disclose confidential information as required by governmental or judicial order, provided it gives the other party prompt written notice before such disclosure and complies with any protective order (or equivalent) imposed on such disclosure. The parties agree that the terms and conditions of this

Agreement shall be treated as confidential information. This provision shall survive termination of the Agreement.

TERMINATION AND BREACH

38. Term. Unless terminated in accordance with the provisions of Sections 24 or 25, the term of this Agreement shall begin on the Effective Date and shall continue until completion of the services identified on the SKYWIRE Sales Quote.

39. Termination by SKYWIRE. SKYWIRE may terminate the license granted pursuant to this Agreement upon: (i) a failure by Customer to make payment of the One-Time Charges or pay any SKYWIRE invoices when due; (ii) any other breach hereunder, which such breach is not cured after notice to Customer and a continued failure to cure such breach within thirty (30) days following such notice; or (iii) the transfer or attempted transfer of the Intellectual Property and the rights hereunder to any party without the prior express written consent of SKYWIRE.

This Agreement constitutes an executory contract in accordance with Section 365 of the U.S. Bankruptcy Code. If Customer files or has filed against it by a third party any petition under the U.S. Bankruptcy Code, the Customer must either assume or reject this Agreement. Upon an assumption, Customer shall comply with 11 U.S.C. § 365(b)(1); upon a rejection, all of Customer's rights hereunder will terminate.

40. Termination by Customer. Customer may terminate the license granted pursuant to this Agreement upon any material breach hereunder by SKYWIRE, which such material breach is not cured after notice to SKYWIRE and a continued failure to cure such breach 60 days following such notice. Notwithstanding the above, in no event shall Customer be entitled to any refund of monies paid hereunder if the Agreement is terminated.

NO SOLICITATION

42. Customer Representation. Customer acknowledges and agrees that the employees of SKYWIRE constitute a valuable asset of SKYWIRE. Accordingly, Customer agrees not to make any offer(s) of employment to, nor enter into a consulting relationship with, any current employee of SKYWIRE or any former employee who was employed or retained by SKYWIRE within the immediately preceding three-hundred sixty-five (365) days who either: (i) provided services to Customer under or in connection with this Agreement; or (ii) was introduced to Customer during the performance of this Agreement.

If Customer employs or retains (through a consulting agreement or otherwise) an employee of SKYWIRE, Customer shall immediately pay SKYWIRE, solely for violation of this Section 40, an amount equal to fifty percent (50%) of the total salary paid by SKYWIRE to such employee in the three-hundred sixty-five (365) days immediately preceding such recruitment. Customer agrees that the provisions of this Section 40 shall not preclude or limit any other available actions at law or in equity, including, without limitation, any form of damages or any injunctive or equitable relief, for misappropriation of trade secrets, unfair competition, breach of contract or other cause(s) of action arising from or out of the hiring or recruitment of SKYWIRE's employees. Notwithstanding the foregoing, it shall not be a breach of this Agreement for Customer to hire an employee (or former employee) of SKYWIRE with the express written consent of SKYWIRE.

MISCELLANEOUS

43. Notices. All notices, authorizations, and requests in connection with this Agreement shall be provided to the other party via U.S. Mail at the address listed for such party in the SKYWIRE Sales Quote. Should the address listed therein no longer be applicable to a party, such party shall promptly provide the other party with notice of the party's new mailing address. Notwithstanding the foregoing, all notices, authorizations, and requests in connection with this Agreement shall be deemed provided to the other party if provided to registered agent for service or process for such party, as identified by the Secretary of State (or equivalent thereof) of the party's State or territory.

44. Governing Law/Jurisdiction. This Agreement shall be construed in accordance with and be governed by the internal laws of the State of Nevada, United States, excepting the conflict of law rules of the State of Nevada, as if this contract were made and to be performed entirely within the State of Nevada. The parties mutually consent to exclusive jurisdiction and venue in the federal courts sitting in the State of Nevada and the state courts in Clark County, Nevada. The parties consent to the exclusive jurisdiction and venue of the federal courts sitting in the State of Nevada for all claims or actions arising under or relating in any way to this Agreement or the relationship between the parties, whether sounding in contract, tort, common law, or otherwise, and regardless of whether persons or entities who are not party to this Agreement are parties to such action. Customer expressly disclaims and waives the right to raise the defense of forum nonconveniens in any action arising out of or relating to this Agreement. Notwithstanding the foregoing, for any claims or actions for which the federal courts sitting in the State of Nevada would not have subject matter jurisdiction, the parties shall bring such claims or actions in the state courts in Clark County, Nevada, and consent to the exclusive jurisdiction and venue of such state courts for all such claims or actions. The parties agree that the Nevada Uniform Computer Information Transactions Act shall not apply to the transactions made or any claim of the parties arising under this Agreement. In addition, the parties agree to exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods if otherwise applicable to any claim arising out of this Agreement.

45. Export. Customer acknowledges that Licensor is subject to regulation by agencies of the U.S. Government, including the U.S. Departments of Treasury, Commerce, and/or State, which prohibit and limit export or diversion of the software licensed and hardware sold hereunder to certain countries. Customer agrees not to directly or indirectly export, re-export or distribute the software licensed or hardware sold hereunder or any portion thereof or any direct product thereof, to any country which, at the time of shipment or licensing, U.S. law prohibits shipment or licensing of such material, and shall not ship or license any such materials into any country listed at the time of shipment or licensing in Part 770 to Title 15 of the U.S. Code of Federal Regulations, without first obtaining any licenses or permits that may be required under such regulations.

46. No Assignment. Customer may not, and is expressly prohibited, from assigning or transferring this Agreement or its respective rights and obligations hereunder. Customer shall not engage any third parties, other than SKYWIRE, to provide any implementation services hereunder. Additionally, upon any Customer merger, consolidation, stock purchase, stock sale or reorganization, the rights and benefits accorded hereunder shall not be assignable and shall not inure to any entities and locations not legally affiliated with the Customer prior thereto. Nothing hereunder shall prevent or restrict Customer from changing its trading commercial name or its affiliation with a management company, provided Customer gives SKYWIRE prompt written notice of such change.

47. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

48. No Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

49. No Set Off. The Customer shall not be entitled to set off or reduce any of its claims against SKYWIRE, or claims of SKYWIRE against Customer, or to avail itself of a right of retention under civil or commercial law, except where the Customer's right of claims have been confirmed pursuant to a valid court order to which SKYWIRE is subject.

50. Section Headings. The Section headings used in this Agreement are intended for convenience only and shall not be deemed to supersede or modify any provisions.

51. Entire Agreement. SKYWIRE's representatives may have made oral statements with respect to the Intellectual Property or services provided hereunder. Customer agrees that all such oral statements do

not constitute warranties, shall not be relied upon by Customer, and are not part of this Agreement. This Agreement, as may be amended by SKYWIRE in accordance with the provisions herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall merge all prior and contemporaneous communications.

52. Amendments. Customer acknowledges and agrees that SKYWIRE may amend this Agreement from time to time without Customer's consent. Customer agrees to be bound by the terms of such Amendments without further consideration or notice, provided that said amendments are available to customer and posted on SKYWIRE's website at: <http://www.SkyWire.com/ServicesAndSupport/SalesAndIntellectualPropertyLicenseAndSupportAgreement>. This Agreement shall not be amended by Customer except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Customer and SKYWIRE by their respective duly authorized representatives.

53. Conflict of Terms. THE TERMS OF THIS AGREEMENT SHALL SUPERSEDE ANY INCONSISTENCY OR CONFLICT BETWEEN THIS AGREEMENT AND THE TERMS AND CONDITIONS OF ANY PURCHASE ORDER, RECEIPT, OR OTHER TRANSACTION-RELATED DOCUMENT THAT CUSTOMER MAY ISSUE IN CONNECTION WITH THIS AGREEMENT OR SKYWIRE'S SALES QUOTE. SKYWIRE REJECTS ALL TERMS OF CUSTOMER'S PURCHASE ORDER, RECEIPT, OR OTHER TRANSACTION-RELATED DOCUMENT THAT CONTRADICT OR SUPPLEMENT THE TERMS HEREOF, AND NONE OF SUCH ADDITIONAL TERMS ARE BINDING ON SKYWIRE.