

LICENSE AGREEMENT

This License Agreement (this "Agreement") is made and entered into this _____ day of _____ (the "Effective Date") by and between WebMax Communications, LLC, a New Jersey corporation having its principal place of business at 900 Route 168, unit F1 in Turnersville, NJ 08012 ("WebMax") and _____, a Real Estate or mortgage company, having its principal place of business at _____ ("Customer").

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and intending to be legally bound hereby, each of WebMax and Customer agrees as follows:

1. PRODUCT AND DELIVERABLES: PROPRIETARY RIGHTS.

1.1 License of the Product. During the term of this Agreement and subject to the terms and conditions set forth herein, WebMax grants to Customer a non-exclusive, non-transferable right and license to access and use the WebMax software, in object code form only (the "Software") via the Internet (the "Site"), and any accompanying manuals, user guides or other documentation (the "Documentation," and together with the "Software," the "Product"), in the ordinary course of Customer's business for internal purposes only in the United States and solely for the purpose of requesting deliverables as provided in this Agreement. The "Product" is licensed for use only on one (1) URL – Uniform Resource Locator or website domain for distributing marketing information to the general public.

1.2 Provision of Deliverables. All deliverables or services required to be delivered or provided by WebMax to Customer ("Deliverables") shall be delivered or provided to Customer as set forth in the attached Schedule(s) or Statement of work.

1.3 License of Deliverables. All Deliverables, or portions thereof, furnished and provided to Customer in any format, with the exclusion of artwork performed or inherited, shall be and remain the sole and exclusive property of WebMax; provided, however, that WebMax hereby grants to Customer a non-exclusive, non-transferable license to use any such Deliverables for Customer's internal business purposes only, and not in competition with WebMax for the provision to third parties of services similar to those provided by WebMax hereunder.

1.4 Customer Obligations. The parties agree that WebMax will have the cooperation and assistance of Customer during the course of performance of services and the provision of Deliverables. WebMax shall not be liable for any default or delay in performance of services or the provision of Deliverables to the extent the same is attributable to the failure of Customer to comply with its obligations under this Agreement. WebMax shall use reasonable efforts to provide Customer with notice of any failure or perceived failures of Customer to comply with such obligations.

2. INTELLECTUAL PROPERTY.

2.1 Except for the express license rights granted herein or permitted hereby, all right, title and interest in and to (i) the "WebMax Communications" names, logos, service marks and trademarks, including the copyright and all other intellectual property rights inherent therein and appurtenant thereto, (ii) the Product (and any modifications, customizations, derivatives and/or upgrades thereof), and (iii) the Deliverables, and any copies thereof, delivered in any format, shall be and remain in WebMax.

2.2 WebMax retains all rights to knowledge, experience, know-how, discoveries, inventions, works, processes, ideas, concepts, tools and techniques developed by WebMax in performing services and providing the Deliverables hereunder.

2.3 Customer shall not reverse engineer, decompile or disassemble the Product, or any part thereof, or otherwise attempt to modify or create any derivative works of the Product.

2.4 Customer shall not sell, lease, assign, sublicense, transfer (whether by contract, merger, operation of law or otherwise) or disclose the Product or Deliverables, in whole or in part, to any third party; provided, however, that Customer may disclose the Deliverables to third parties solely as necessary to implement the Deliverables for internal purposes only. Customer shall be responsible for any such third party's adherence to the terms and conditions of this Agreement, including, but not limited to, Section 7 of this Agreement, and Customer shall use its best efforts to protect and defend the proprietary nature of the Product and Deliverables.

2.5 No license, release or other right is granted by implication, estoppel or otherwise by WebMax to Customer except for the licenses and rights expressly granted under this Agreement.

3. TERM AND TERMINATION.

3.1 Term. The term of this Agreement is as set forth in the then-current attached Schedule.

3.2 Termination for Fee Increase. If prior to the expiration of the then-current term, WebMax notifies Customer in writing of any change in payment, or any change in the terms hereof, Customer shall have the right to terminate this Agreement by delivering written notice to WebMax within thirty (30) days after receiving notification. In the absence of such notice from Customer, this Agreement shall be construed to have continued on the new terms set forth in the notice from WebMax.

3.3 Termination for Breach. Either party may terminate this Agreement in the event of a material breach of the terms of this Agreement by the other party if such breach remains unremedied for thirty (30) days after receipt of written notice thereof by the breaching party, which such notice shall specify the breach.

3.4 Rights and Obligations after Termination. Upon any termination of this Agreement, Customer shall immediately cease accessing and using the Software and shall promptly return all materials, Documentation and Confidential Information of WebMax to WebMax. Termination of this Agreement shall not affect WebMax' right to receive from Customer any fees due under this Agreement.

4. PAYMENT.

4.1 Fees for Services. Customer shall pay WebMax for the Deliverables and services provided by WebMax as specified in the attached Schedule(s).

4.2 Expenses. Customer shall reimburse WebMax for all mutually agreed upon travel, living, and/or miscellaneous expenses incurred by WebMax' personnel in performing services, and for the costs of all materials and third-party services utilized by WebMax in connection with performing services or providing the Deliverables.

4.3 Taxes. All fees due to WebMax hereunder are exclusive of, and Customer shall pay any sales, use, property, license, value added, withholding, excise or similar tax, federal, state or local, that may be

imposed upon or with respect to in conjunction with services performed or Deliverables provided under this Agreement, exclusive of taxes based on WebMax' net income.

4.4 Invoices. Unless otherwise stated in the Schedule, Customer shall remit payment to WebMax within 30 days of date of invoice. All invoiced amounts shall be paid in U.S. Dollars. WebMax may terminate its performance of services or provision of Deliverables if payment is late. Moreover, amounts not paid by Customer when due hereunder shall bear interest until paid at the lesser of a rate of 1.5% per month or the maximum rate permitted by law. WebMax shall be entitled to recover its costs and expenses incurred in collecting any amounts due hereunder, including reasonable attorneys' fees.

5. DISCLAIMERS AND LIMITATIONS OF LIABILITY.

5.1 Disclaimer of Warranties. NEITHER WEBMAX COMMUNICATIONS NOR ANY AFFILIATE OF WEBMAX COMMUNICATIONS MAKES ANY WARRANTIES TO CUSTOMER, EITHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE SOFTWARE, THE DOCUMENTATION, OR ANY SERVICES PERFORMED OR DELIVERABLES PROVIDED HEREUNDER OR UNDER ANY SCHEDULE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.2 No Liability for Certain Damages. WEBMAX AND ITS AFFILIATES HEREBY DISCLAIM LIABILITY TO CUSTOMER, AND CUSTOMER ACKNOWLEDGES AND AGREES TO SUCH DISCLAIMER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY WEBMAX COMMUNICATIONS OR ANY AFFILIATE OF WEBMAX COMMUNICATIONS, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES WHATSOEVER INCURRED BY CUSTOMER OR ANY THIRD PARTY DUE TO (A) ANY RELIANCE PLACED BY CUSTOMER UPON ANY SERVICES, DELIVERABLES, FORECASTS OR DATA FURNISHED, OR ANY BUY, SELL OR OTHER RECOMMENDATION MADE, IN CONNECTION WITH THE SERVICES OR DELIVERABLES OR (B) ANY INTERRUPTION OF SERVICE OR ANY LOSS OF PROFITS OR OTHER COMMERCIAL LOSS, REGARDLESS OF WHETHER SUCH CLAIM ARISES UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE AND REGARDLESS OF WHETHER WEBMAX COMMUNICATIONS HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WEBMAX COMMUNICATIONS' LIABILITY FOR DAMAGES (OR ANY LIABILITY OF ANY AFFILIATE OF WEBMAX COMMUNICATIONS FOR DAMAGES) EXCEED THE ACTUAL PAYMENTS MADE TO WEBMAX COMMUNICATIONS FOR THE PARTICULAR DELIVERABLES CLAIMED TO BE RESPONSIBLE FOR ANY ALLEGED LOSS.

6. INDEMNIFICATION.

6.1 Indemnification by WebMax. WebMax shall indemnify, defend and hold Customer, its respective officers, directors, agents and employees harmless from, against and in respect of, any and all damages, losses, deficiencies, liabilities, costs and expenses (including reasonable attorneys' fees and settlement amounts) that result from any third party suit or proceeding brought against

Customer based upon any claim that the Product or Deliverables, alone and not in combination with any other product, infringe upon or misappropriate a third party copyright or a U.S. Patent ("Infringing Claim"), except to the extent such claims are attributable to (i) a breach by Customer of any provisions of this Agreement or any Schedule; (ii) WebMax' compliance with Customer's specifications or instructions for preparation of the Deliverables; or (iii) WebMax' inclusion in the Deliverables of content or materials provided by the Customer; provided that WebMax is notified promptly in writing of the Infringing Claim and that Customer provides reasonable cooperation to WebMax in connection with the defense or settlement of any such suit or proceeding. THE FOREGOING STATES THE ENTIRE OBLIGATION OF WEBMAX COMMUNICATION AND ITS AFFILIATES AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED INFRINGEMENT.

6.2 Indemnification by Customer. Customer shall indemnify, defend and hold WebMax, its affiliates and subsidiaries, and their respective officers, directors, agents and employees harmless from, against and in respect of, any and all damages, losses, deficiencies, liabilities, costs and expenses (including reasonable attorneys' fees and settlement amounts) that result from, relate to or arise out of (i) any claim relating to the misuse or misappropriation of any data supplied by Customer; (ii) any breach of Customer's obligations pursuant to Section 2.5 of this Agreement; (iii) WebMax' compliance with Customer's specifications or instructions for preparation of the Deliverables; or (iv) content or materials provided by Customer; provided that Customer is notified promptly in writing of the claim and that WebMax provides reasonable cooperation to Customer in connection with the defense or settlement of any such suit or proceeding.

7. CONFIDENTIAL INFORMATION.

7.1 Obligation of Confidentiality. The parties acknowledge that all of the information and data delivered by a party to the other party pursuant to this Agreement is the proprietary and confidential information of the disclosing party (the "Confidential Information"). The Confidential Information includes, but is not limited to, trade secrets, technical information, inventions, developments, discoveries, know-how, methods and processes, whether or not protectable under patent, trademark, copyright or other areas of law. Each party agrees to use the Confidential Information solely as authorized under this Agreement. Confidential Information does not include information which (i) prior to disclosure, is known to the public; (ii) after disclosure, becomes known to the public or otherwise ceases to be a trade secret, through no act or omission of the recipient in violation of this Agreement; (iii) is required to be disclosed pursuant to applicable laws, rules or regulations or government requirement or court order (provided, however, that the recipient shall promptly advise the disclosing party of its notice of any such requirement or order); (iv) is already rightfully in the recipient's possession at the time of the disclosure other than as a result of disclosure by the disclosing party; or (v) is independently developed by or for the recipient.

7.2 Recipient's Employees and Others. Recipient shall advise its employees and agents of recipient's obligations of confidentiality under this Section 7 and shall be responsible for ensuring compliance with such obligations.

8. INJUNCTIVE RELIEF. Any dispute, difference, or disagreement arising under this Agreement shall be brought in the state or federal courts of the State of New Jersey. Notwithstanding any other provision of this Agreement, the parties agree that either

party shall be entitled to immediately pursue preliminary and/or permanent injunctive relief in such courts, without the necessity of proving actual damages, in connection with any violation of the provisions of this Agreement pertaining to the obligations of confidentiality hereunder or the license rights granted hereunder.

9. **MARKETING.** (i) Within thirty (30) days of execution of this Agreement, the either party may prepare and issue a mutually agreed upon press release and (ii) Customer authorizes WebMax to use Customer's name and logo on the WebMax' web sites and for marketing purposes.

10. **FORCE MAJEURE.** Any failure, interruption or delay in providing services or the Deliverables hereunder shall not constitute a breach of this Agreement if such event results from any of the following causes: technical difficulties or mechanical failure of any necessary equipment or software, strikes, labor disputes, boycotts, riots, civil insurrection, war or national emergencies, governmental restrictions, acts of God, or any other cause beyond WebMax' control.

11. **MISCELLANEOUS.** This Agreement and the attached Schedule(s) constitute the entire agreement between the parties and supersede any and all prior and contemporaneous understandings, written or oral, concerning the subject matter hereof, and shall be binding only when executed by both parties hereto. Any waiver, amendment or modification of any provision of this Agreement must be approved in writing by a duly authorized representative of each party. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and the terms and conditions of any Schedule or proposal, the terms and conditions of this Agreement shall control. Customer may not assign or transfer this Agreement, or

any of its rights or obligations under this Agreement, whether by contract, merger, operation of law or otherwise, without the prior written consent of WebMax. The failure of either party to insist on strict performance of this Agreement, or the waiver by either party of any breach of any term of this Agreement, shall not prevent any subsequent enforcement of such terms or be deemed a waiver of any subsequent breach, whether similar in nature or not. This Agreement has been made in accordance with, and its interpretation and enforcement shall be governed by, the laws of the State of New Jersey without regard to its principles of conflicts of law. If any provision contained in this Agreement is held to be unenforceable, this Agreement shall be construed without such provision in a manner that comes closest to expressing the original intention of the parties hereto, and this Agreement shall be enforceable as so modified. Whenever any party is required or permitted to give notice to the other party pursuant to this Agreement, such notice shall be in writing and shall be deemed given when delivered in hand or by fax or overnight delivery, or three business days after mailing when mailed registered or certified mail, return receipt requested, postage prepaid, to the address provided in this Agreement. This Agreement may be executed by fax and in counterparts, each of which shall constitute an original and taken together shall constitute one and the same instrument. Sections 2, 3.4, 4, 5, 6, 7, 8, 10, and 11 of this Agreement shall survive the termination of this Agreement, and the parties shall be bound by such provisions after termination hereof.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed and delivered by their duly authorized officers or representatives as of the date first set forth above.

By: _____
Name: _____
Title: _____

WEBMAX COMMUNICATIONS, LLC.
By: _____
Name: _____
Title: _____