

INCEPTION TECHNOLOGIES MAINTENANCE AGREEMENT

This Maintenance Agreement is between Lone Wolf Software, Inc., a California corporation, dba Inception Technologies ("**Inception**") and the party that signs up to receive maintenance services from Inception ("**Customer**") and is effective on the Effective Date.

1. Defined Terms. Capitalized terms shall have the following meanings or the meanings assigned to them in the other Sections of the Agreement:

"Agreement" means the Service Order Forms, this Agreement and any addendum to this Agreement agreed by the parties, collectively. Any conflict between the documents shall be resolved by reading the documents in the foregoing order of precedence.

"Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Mountain Standard Time - Arizona U.S. time, excluding any federal public holiday.

"Effective Date" means the day that Customer accepts the Agreement by agreeing to have Inception provide Maintenance Service under this Agreement, including the date Customer originally signed up for Maintenance Service from Inception. To the extent that a Customer previously received Maintenance Service from Inception, it is the parties' intent that any prior agreement shall be superceded and replaced by this Maintenance Agreement.

"Maintenance Service" means:

(a) Telephone Support. Support representatives will be available to respond to technical or functional inquiries. The standard hours of telephone support are Monday through Friday 8:00 AM to 5:00 PM Mountain Standard Time – Arizona.

(b) Updates. When and if Inception develops and releases any Updates, then Inception will make such Updated available to Customer at no additional charge so long as Customer has paid any and all fees and costs due and payable to Inception. Any and all Updates provided to Customer hereunder are deemed licensed pursuant to the License Agreement. The provision for Updates does not include any installation or customization of such Updates for Customer, and, if Customer engages Inception to perform such work, Customer will pay Inception its then-current rates for such work.

(c) Electronic Support. If authorized by Customer, Inception shall remotely access Customer's system to provide limited assistance in solving issues related to failures of the Supported Software to conform to its specifications.

(d) Limitations. Inception will not provide any Maintenance Service for (i) Supported Software that has been modified by Customer or its agents; (ii) Supported Software modified by Inception for Customer; (iii) problems caused by software not provided by Inception; (iv) equipment or hardware malfunction; or (v) issues that have been addressed in an Update that Customer has elected not to apply.

"Service Commencement Date" means the date Inception generates an e-mail message to Customer that provides access codes and passwords for use in connection with the Maintenance Service.

"Service Order Form" means an Inception Service Order Form that incorporates this Agreement by reference and that has been accepted by Customer, as it may be amended from time to time in accordance with the Agreement.

"Service" or "Services" means the Maintenance Service and any Supplemental Services (as defined in Section 2) provided by Inception to Customer pursuant to the Agreement.

"Standard Software" means the software licensed by Customer under the terms and conditions of a License Agreement between Inception and Customer ("License Agreement").

"Supported Software" means the Standard Software and Updates provided by Inception, if and when available as provided herein.

"Supplemental Services" means the services described in Section 2(b).

"Term" means the Initial Term and any Renewal Term, collectively.

"Updates" means patches and bug fixes to the Standard Software, and specifically do not include any major new releases of software or any software that Inceptions licenses separately.

2. Services.

(a) Maintenance Services. Contingent upon Customer's satisfaction of Inception's credit approval requirements and on Inception's verification of the information provided by Customer for the purpose of establishing the Service, Inception shall provide the Maintenance Service in accordance with the terms of this Agreement.

(b) Supplemental Services. In addition, Inception may from time to time perform certain additional services on an hourly or fixed fee basis, such as customization of the Maintenance Service at Customer's request, and other professional technical services. Supplemental Services will be performed only on Customer's advance written approval and will be invoiced at Inception's published rates or other rates approved in advance in writing by Customer.

3. Term. This Agreement shall remain in effect for so long as Customer is receiving services from Inception. The term of each Service Order Form begins on the Service Commencement Date for that Service Order Form and continues for a period of one-year (the **"Initial Term"**), and unless otherwise terminated by either party on thirty (30) days prior written notice prior to the expiration of the then-current term, this Agreement shall renew for successive periods of one-year (each a **"Renewal Term"**).

4. Payments.

(a) Fees. Customer shall pay the fees stated in Inception's then-current rate card for Maintenance Service and Supplement Service. Customer authorizes Inception to charge its credit card for any and all payments hereunder. Customer's first payments to Inception shall include set up fees and a prorated part of the monthly recurring fee from the Service Commencement Date to the last day of the calendar month, as described in the Service Order Form. Inception requires payment in full of its first invoice before beginning the Service. Following the Service Commencement Date, monthly recurring fees shall charged to

Customer's credit card on the first day of each calendar month. Invoices for Supplemental Services, excess data transfer, reinstatement of service, switching and upgrade fees, if any, and/or other non-recurring amounts are due on receipt. Inception may change the monthly recurring fees for the Maintenance Service on thirty (30) days advance written notice. Payments must be made in United States dollars.

(b) Collections. Inception may immediately suspend or discontinue any or all Services if any payment due hereunder is overdue. Customer agrees to pay Inception's then current reinstatement fee following a suspension of Service for non-payment. Inception may charge interest on amounts that are overdue at the lesser of ten percent (10%) per annum or the maximum rate under applicable law. Customer shall pay Inception's costs of collection of overdue amounts, including collection agency fees, attorneys' fees and court costs.

(c) Early Termination. Customer acknowledges that the amount of the monthly recurring fee for the Maintenance Service is based on Customer's agreement to pay the monthly recurring fees for the entire Term. Without limiting any other remedy available to Inception arising from an early termination of the Agreement, in the event Inception terminates the Agreement for Customer's breach of the Agreement, or Customer terminates the Maintenance Service, any and all unpaid fees due under the Agreement are immediately due on termination of the Maintenance Service.

(d) Taxes. Customer shall remit to Inception all sales, VAT or similar tax imposed on the provision of the Services (but not in the nature of an income tax on Inception) regardless of whether Inception fails to collect the tax at the time the related Services are provided. Customer will provide such information and documentation reasonably requested by Inception to determine whether Inception is obligated to collect VAT from Customer.

5. Customer Obligations. Customer shall at its expense comply with all legal requirements applicable to Customer's use of the Services.

6. Suspension of Service. Inception may suspend or cancel Services to Customer without liability if: **(i)** Inception reasonably believes that the Services are being used in violation of the Agreement or applicable law; **(ii)** Customer fails to cooperate with any reasonable Inception investigation of any suspected violation of the AUP; **(iii)** there is a denial of service attack on Customer's servers or other event for which Inception reasonably believes that the suspension of Services is necessary to protect its network or its other customers; or **(iv)** requested by a law enforcement or government agency of competent jurisdiction. Information on Inception's servers will be unavailable during a suspension of Services. Inception shall give Customer notice of a suspension or cancellation under this Section.

7. Representations and Warranties.

(a) Reciprocal. Inception represents and warrants to Customer, and Customer represents and warrants to Inception, that: **(i)** it has the power and authority and the legal right to enter into the Agreement and to perform its obligations under the Agreement; **(ii)** it has taken all necessary action on its part to authorize the execution and delivery of the Agreement; and, **(iii)** the execution and delivery of the Agreement and the performance of its obligations hereunder do not conflict with or violate applicable laws or regulations, and do not conflict with or constitute a default under its charter documents

(b) Customer. Customer represents and warrants to Inception that: **(i)** to Customer's actual

knowledge, the information Customer has provided for the purpose of establishing an account with Inception is accurate; **(ii)** Customer will not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D:3, as set forth in Supplement No. 1 to Part 740 of the United States Export Administration Regulations, **(iii)** Customer shall not provide administrative access to the Service to any person (including any natural person or government or private entity) that is located in or is a national of any embargoed or highly restricted country under United States export regulations, which include, as of December 2007, Cuba, Iran, and Sudan, **(iv)** Customer is not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated Nationals and Blocked Persons; and **(v)** Customer shall perform its security and other obligations stated in Section 5 above.

8. Unauthorized Use of Service. Customer shall be responsible for unauthorized use of the Services by any person, unless such unauthorized use results from Inception's failure to perform its obligations under the Agreement. Customer may not resell or offer the Services to any other party or serve as a service bureau utilizing the Services.

9. Indemnification. The parties agree that the indemnification obligations defined in this Section shall be in lieu of and supersede any indemnification obligations that may otherwise exist by law.

(a) Customer. Customer hereby indemnifies and holds Inception, Inception's affiliates, and each of their respective officers, directors, attorneys, agents, and employees harmless for, from and against any and all claims, requests for injunctive relief, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorneys' fees) brought by a third party under any theory of legal liability arising out of or related to any of the following: **(i)** actual or alleged use of the Services in violation of: **(A)** the Agreement, or **(B)** applicable law, by any person regardless of whether such person has been authorized to use the Services by Customer, and/or **(ii)** any dispute between persons who claim to have authority to act for Customer in connection with the control of Customer's account with Inception.

10. Disclaimers.

(a) INCEPTION DOES NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, INCEPTION DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY STATED IN THE AGREEMENT INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE SERVICES CHOSEN.

11. Limitation of Damages. The parties agree that the allocations of risk made in this Section are reasonable and that they would not enter into the Agreement without these limitations on liability.

(a) A REFUND OF THE FEES PAID FOR THE SERVICES RENDERED IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INCEPTION'S FAILURE TO MEET THE GUARANTIES STATED IN THOSE DOCUMENTS.

(b) INCEPTION SHALL NOT BE LIABLE TO CUSTOMER FOR HARM CAUSED BY OR RELATED TO CUSTOMER'S USE OF THE SERVICES OR INABILITY TO USE THE SERVICES UNLESS THE HARM WAS CAUSED BY INCEPTION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(c) NEITHER PARTY (NOR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, OR FOR DAMAGES THAT COULD HAVE BEEN AVOIDED BY THE USE OF REASONABLE DILIGENCE, ARISING IN CONNECTION WITH THE AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES.

(d) THE MAXIMUM AGGREGATE MONETARY LIABILITY OF INCEPTION AND ANY OF ITS EMPLOYEES, AGENTS SUPPLIERS, OR AFFILIATES, UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL NOT EXCEED TWELVE (12) TIMES THE MONTHLY RECURRING FEE PAYABLE UNDER THE SERVICE ORDER FORMS IN EFFECT AT THE TIME OF THE OCCURENCE OF THE EVENTS GIVING RISE TO THE CLAIM.

12. Termination.

(a) Customer. The Agreement may be terminated by Customer prior to the expiration of the Initial Term or Renewal Term without liability (except for amounts due for Services through the effective date of termination) as follows: **(i)** Inception fails in a material way to provide the Maintenance Service in accordance with the terms of the Agreement and does not cure the failure within ten (10) days of Customer's written notice describing the failure in reasonable detail; **(ii)** Inception violates any other provision of the Agreement and fails to cure the violation within five (5) days of Customer's written notice describing the violation in reasonable detail; or **(iii)** upon thirty (30) days advance written notice in the event of an amendment to the AUP that materially and adversely affects Customer and that is not waived by Inception as provided in Section 6 (AUP).

(b) Inception. The Agreement may be terminated by Inception prior to the expiration of the Initial Term or Renewal Term, without liability as follows: **(i)** at any time if Customer is overdue on the payment of any amount due under the Agreement; **(ii)** Customer materially violates any other provision of the Agreement, and fails to cure the violation within thirty (30) days of a written notice from Inception describing the violation in reasonable detail; **(iii)** upon ten (10) Business Days notice if Customer's Service is used in violation of a material term of the AUP more than once, unless Customer is working to resolve such violation within the ten-day period and such violation will be resolved within a reasonable period of time following the original 10-day period; or **(iv)** upon reasonable notice of at least ninety (90) days if Inception is threatened with a legal claim for copyright or patent infringement related to the provision of the Service and is unable to modify the Service in a way that avoids an ongoing risk of liability.

13. Confidentiality.

(a) Confidential Information. "Confidential Information" means all information disclosed by one party to the other, whether before or after the execution of the Agreement, that the recipient should reasonably understand to be confidential; but excluding any information that is independently developed by a non-disclosing party as shown by such party's written business records, is or becomes generally available to the non-disclosing party or the public other than through violation of the Agreement.

(b) Use and Disclosure. Each party agrees not to: (i) use the other party's Confidential Information, except in connection with the performance or use of the Services, or the exercise of its rights under this Agreement; or (ii) disclose the other's confidential information to any third party, except as provided in subsection (d) below and to its service providers, agents and representatives who need to know the information to represent or advise it with respect to the subject matter of the Agreement; and provided that such service providers, agents and representatives are bound by confidentiality restrictions at least as stringent as those stated in the Agreement.

(c) Use of Name or Marks. Neither party may publicly use the other party's name, logo or other trade or service mark without that party's permission.

14. Software. Customer shall not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appears on any software provided by Inception. Customer may not reverse engineer, decompile, or disassemble any Inception provided software.

15. Third Party Products. As a convenience to Customer, Inception may arrange for Customer's purchase or license of third party software, services, and other products not included as part of the Service, and/or may provide support to Customer in relation to those products. INCEPTION MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER REGARDING SUCH THIRD PARTY PRODUCTS AND RELATED SUPPORT SERVICES AND AS BETWEEN INCEPTION AND CUSTOMER SUCH SERVICES ARE PROVIDED "AS IS." Customer's use of third party software, services, and other products is governed by the terms of any license or other agreement between Customer and the third party.

16. Notices. Notices to Inception under the Agreement shall be given in writing via electronic mail or established and well-known express courier to:

Inception Technologies
6097 N. 57th Drive
Glendale, AZ. 85301
Toll Free: 1-800-473-9457
Fax: 623-930-0012

Notices to Customer shall be given via electronic mail and via overnight carrier to the individual designated as the Contact on the Service Order Form. Notices are deemed received on the day delivered, or if that day is not a Business Day, as of the beginning of the first Business Day following the day delivered. Notices must be given in the English language.

17. Miscellaneous.

(a) Ownership. Each party acknowledges and agrees that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property,

and that Inception shall own any intellectual property that it may develop in the course of performing the Services.

(b) Governing Law, Jurisdiction, Venue, Restrictions. The Agreement shall be governed by the laws of the State of Arizona, exclusive of its choice of law principles, and the laws of the United States of America, as applicable. The Agreement shall not be governed by the United Nations Convention on the International Sale of Goods. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THE AGREEMENT SHALL BE THE STATE OR FEDERAL COURTS IN MARICOPA COUNTY, ARIZONA, AND EACH PARTY AGREES NOT TO DISPUTE SUCH PERSONAL JURISDICTION AND WAIVES ALL OBJECTIONS THERETO.

(c) Modifications. Except for the following, the Agreement may be amended only by a formal written agreement signed by both parties: amendments of the AUP as described in Section 6, above, and changes made by Inception to its Maintenance Agreement as posted on its principal Web site. The terms on either party's purchase order or other business forms are not binding on the other party unless they are expressly incorporated into a formal written agreement signed by both parties.

(d) Non-Waiver. A party's failure or delay in enforcing any provision of the Agreement will not be deemed a waiver of that party's rights with respect to that provision or any other provision of the Agreement. A party's waiver of any of its rights under the Agreement is not a waiver of any of its other rights with respect to a prior, contemporaneous or future occurrence, whether similar in nature or not.

(e) Construction. The captions in the Agreement are not part of the Agreement, but are for the convenience of the parties. The use of the word "including" in the Agreement shall be read to mean "including without limitation."

(f) Counterparts. Any documents signed in connection with the Agreement may be signed in multiple counterparts, which taken together will constitute one original. Facsimile signatures or signatures on an electronic image, such as .pdf or .jpg format, shall be deemed to be original signatures.

(g) Survival. The following provisions will survive expiration or termination of the Agreement: fees, indemnity obligations and any provision that is made the basis of a claim for indemnification, confidentiality obligations, provisions limiting liability and disclaiming warranties, provisions regarding ownership of intellectual property, these miscellaneous provisions, and other provisions that by their nature are intended to survive termination of the Agreement.

(h) Force Majeure. Except for payment obligations hereunder, neither party shall be in default of any obligation under the Agreement if the failure to perform the obligation is due to natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, or terrorist activity.

(i) No Third Party Beneficiaries. There are no third party beneficiaries to the Agreement.

(j) Severability. In the event any term of this Agreement is held unenforceable by a court having jurisdiction, the remaining part of the Agreement will remain in full force and effect, provided that the Agreement without the unenforceable provision is consistent with the material economic incentives of the parties leading to the Agreement.

(k) Relationship Between the Parties. The parties are independent contractors and not partners or joint venturers. Neither party is the agent of the other and neither party may represent to any person that it has the power to bind the other on any agreement. The Agreement is non-exclusive. Inception may provide service to any person, including a competitor of Customer.

(l) Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that Inception may assign this Agreement in connection with the sale of all of its assets, the sale of all of its stock, or the merger of Inception with or into any other entity, so long as the acquiring entity is not a direct competitor of Inception. Any attempted assignment in contravention hereof shall be null and void.

(m) Language. The parties confirm that this Agreement and all related documentation is and will be in the English language.

(n) Agreement. The Service Order Forms are hereby incorporated in this Maintenance Agreement by reference and together collectively constitute the Agreement. The Agreement is the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replaces any prior agreement, understanding or communication, written or oral.