

SOFTWARE LICENSING AND SERVICES AGREEMENT

This Software Licensing and Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____, (the "Effective Date") by and between Eagle Systems Technology, Inc. (EST) ("LICENSOR"), a Tennessee corporation having its principal place of business at 8596 Farmington Blvd, Building 2 Germantown, TN 38139, and _____ ("LICENSEE") a _____ corporation having its principal place of business at _____.

WHEREAS, EST has acquired and owns highly specialized software that enables a customer or user to interface directly with a manufacture or distributor of medical products and supplies, and

WHEREAS, EST has and maintains a website and computer server which, along with the software owned by EST, will allow a customer, user, or licensee to access medical supply lists and catalog from Independence Medical (IM), an OHIO Corporation, and McKesson, a CA Corporation, and

WHEREAS, Licensee is desirous of being able to utilize EST's server, software and website,

It Is Agreed As Follows:

1. EST hereby licenses _____ to have access to and to utilize its software, server and website for the sole purpose of accessing and utilizing the medical catalog of Independence Medical Corporation.
2. Licensee shall pay on or before the first of each month this agreement is in effect the sum of three hundred(\$300.00) dollars. In addition to the monthly fee, the following are additional charges for services rendered:
 - 1.) There will be one time charge for the initial set-up of \$750.00 which shall be paid at the time the agreement is signed.
 - 2.) The monthly fee is for services limited to providing the weekly catalog from IM and McKesson Maintenance and support for the website.
 - 3.) Any request for assistance or technical support after the website "goes live" will be considered for an additional service and billed out as consulting at the rate of \$75.00 per hour.
 - 4.) If Licensee shall request the records of all past sales and data feed of all clients after termination of the contract, the charge(s) will be \$300.00.

3. This agreement shall be for an initial term of six months, commencing on the _____ day of _____, 20____, and shall continue on a month to month basis thereafter.
4. This agreement may be cancelled or terminated by either party after the first six months upon a written 30 day notice.
5. EST will assist and help licensee in the initial use of the website and software for the purpose of accessing the medical catalog of IM and McKesson, and will provide any necessary forms and set-up procedures and will provide all necessary pass words and /or codes.
6. EST makes no warranties or representations of any kind concerning the effectiveness or success rate of the use or utilization of EST's software and website and specifically disclaims any and all warranties and representations concerning such.
- 7.) Licensee shall not disclose or give access to the pass-words and codes provided by EST to any other person, company or entity either during the term of this agreement or at any time after the termination of this agreement.
8. Licensor's liability for any claim or cause of action by licensee shall be limited to the actual monthly fee(s) paid by Licensee.
9. EST does warrant that the software to be used does not, to the best of its knowledge, information, and belief, infringe or violate any third party's rights, including copyright and /or trademark rights.
10. This agreement shall be construed according to the laws of Tennessee and venue and jurisdiction of any and all claims, disputes, and causes of action shall be in Shelby County, TN. a Prevailing Party shall be entitled to all cost of collection, including reasonable attorney fees.

LICENSOR:

EAGLE SYSTEMS TECHNOLOGY, INC.

By: _____
PRESIDENT

Date: _____

LICENSEE

By: _____

Date: _____