

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into by and between MyEasySoftware, Inc., of 207 North Main Street; P.O. Box 35; Lewiston, UT 84320 ("Licensor"), a dba of Chipman Software, Inc, and you, the user ("Licensee"). The effective date of this Agreement shall be the date the Licensee electronically demonstrates acceptance of this Agreement by inputting information, checkmarking the appropriate boxes and clicking on the "Submit" button (collectively, "Registration") in order to access the Software that is the subject of this Agreement.

RECITALS

A. Licensor is the owner of a software program ("Software") described in Exhibit A (attached hereto and fully incorporated herein) and any related documentation (the Software and related documentation collectively herein referred to as the "Product").

B. Licensee desires to use and license from Licensor the Product pursuant to the terms of this Agreement.

NOW THEREFORE, Licensor and Licensee (the "Parties"), in consideration of the mutual provisions contained herein, agree as follows:

1. Grant of License. Subject to the provisions of this Agreement, and in return for Licensee's payment of the monetary amounts specified during Registration, Licensor hereby grants to Licensee a non-exclusive, non-transferable, and indivisible license to use the Product as specified in Exhibit A, and for the term as specified during Registration.

2. Restrictions. Notwithstanding the License granted in Section 1, Licensee shall not directly or indirectly:

(a) Prepare, develop, make or have made, sell or otherwise distribute any derivative works based upon the Product;

(b) Decompile, disassemble, analyze or reverse engineer any portions of the Product, including but not limited to decompiling any object code into source code;

(c) Sublicense the Product;

(d) Reproduce or otherwise distribute the Product;

(e) Sell, supply or otherwise distribute the Product as standalone product(s) to any third party or entity at any time, and/or disclose, sell, lease, transfer or otherwise make available the Product, or any license or rights granted hereunder, to any third party or entity at any time, without Licensor's prior written consent; however, a simple and brief private demonstration showing how a user can use the software to organize and send mass texts shall not require Licensor's consent;

(f) Modify, enhance the functionality of, merge, translate or otherwise alter any portion of the Product; and/or

(g) Use the Product on more than one computer hard drive (additional computer hard drives must be individually licensed).

3. Texting Provider. The Parties agree that Texting Provider (see Exhibit A) is not a party in this Agreement, is not an agent or legal representative of either Party, and has no right or authority to bind either Party in either way. Moreover, the Parties agree that they shall not be liable to each other for any actions or omissions on the part of Texting Provider, including but not limited to failures with respect to any privacy-related obligations.

4. Rights Reserved. Notwithstanding anything to the contrary contained herein, all rights not specifically granted in this Agreement to Licensee shall be reserved and remain always with Licensor.

5. Updates and Add-on Services. Licensor may make changes, bug corrections or updates to the Product (collectively "Updates"), but has no obligation to do so. In addition, Licensor may provide optional add-on services for an additional fee ("Add-on Services") should Licensee so desire. In accordance with Section 9 of this Agreement, any intellectual and property rights in the Updates or Add-on Services shall belong to the Licensor.

6. No Warranty. Licensee agrees that it licenses the Product "AS IS" without any warranty of any kind from Licensor. In light of the nature of software development, Licensor specifically does not warrant that the Product will be bug- or error-free. **LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE PRODUCT AND/OR ANY SERVICES PROVIDED BY LICENSOR TO LICENSEE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, COURSE OF CONDUCT OR TRADE CUSTOM OR USAGE.**

7. Inspection. If the Software has been used for commercial purposes, Licensee agrees to allow Licensor or its authorized representatives, at reasonable times and upon reasonable advance notice, to enter the place where the Product is located in order to inspect Licensee's use of the Product and compliance with all of the provisions of this Agreement.

8. Proprietary Notices. Licensee shall not remove, alter or render illegible any copyright notice, trademark notice, or other proprietary notices of Licensor in the Product.

9. Intellectual Property Rights. Title to the Product shall always remain with Licensor, and Licensee shall not acquire any interest therein except the limited right to use the same pursuant to this Agreement. The Parties agree that Licensor shall solely own and have exclusive worldwide right, title and interest in and to the Product, and to all modifications, enhancements and derivative works thereof, and in all United States and worldwide trademarks, service marks, trade dress, logos, copyrights, rights of authorship, moral rights, inventions, patents, rights of inventorship, rights of publicity, privacy and defamation, trade secrets, rights under unfair

competition and unfair trade practices laws, and all other intellectual and industrial property rights related thereto (collectively "Intellectual Property Rights"). Licensee shall not challenge, contest or otherwise impair Licensor's ownership of the Product or the validity or enforceability of Licensor's Intellectual Property Rights related thereto. Licensee agrees to reasonably assist Licensor in maintaining and enforcing its Intellectual Property Rights regarding the Product.

10. Confidentiality. Licensee agrees that during the performance of this Agreement Licensor may disclose to Licensee Confidential Information regarding its business, including without limitation the Product, other documentation, know-how, inventions, computer codes, designs, research and development activities and other proprietary information which constitutes trade secrets of Licensor (collectively "Confidential Information"). Licensee shall not in any way disclose, copy, modify, distribute, or otherwise transfer Licensor's Confidential Information, or any part thereof, to any other person or entity at any time. Licensee has the right to disclose the Confidential Information only to its employees who have a specific need to know in order to perform Licensee's obligations hereunder, but Licensee shall be responsible for all of its employee's actions. Licensee shall use Licensor's Confidential Information only to properly fulfill its obligations hereunder, and not for any other purpose. Licensor does not represent that the Confidential Information it may disclose hereunder will meet the requirements of Licensee or that the Confidential Information when combined with other information or when used in a particular way by Licensee will be sufficient or suitable for Licensee's purposes. Upon Licensor's request, Licensee shall return to Licensor the originals and all copies of any Confidential Information (including all electronic and written copies) within ten (10) days of such request, and certify to Licensor that Licensee has not retained any such copies.

11. Enforcement. Both Parties agree that Licensor will be irreparably harmed and money damages would be inadequate sole compensation to Licensor in the event Licensee breaches any provision of this Agreement. Accordingly, all the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Licensee, in addition to any other remedies available to Licensor for Licensee's breach of any provision of this Agreement.

12. Indemnity. Licensee shall indemnify, defend and hold harmless Licensor, its officers, directors, shareholders, employees, parent and affiliate entities, agents and representatives against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorney's fees and costs, whether or not a lawsuit or other proceeding is filed, that in any way arise out of or relate to (a) any dispute or claim that Licensee's publications or any content therein infringes upon or violates any third party's Intellectual Property Rights under the laws of any country, (b) Licensee's breach of any provision of this Agreement, (c) the sale, license, promotion or distribution of Licensee's publications or any of Licensee's other products or services, (d) the negligent or willful acts or omissions of Licensee, and/or (e) any operations, acts, or omissions of Licensee or any of its employees, agents, and invitees in the exercise of Licensee's rights or the performance or observance of Licensee's obligations under this Agreement. In the event Licensee fails to promptly indemnify and defend such claims and/or pay Licensor's expenses, as provided above, Licensor shall have the right to defend itself. In that case, Licensee shall reimburse Licensor for all of its reasonable attorney's fees and costs and damages incurred in settling or defending such claims within thirty (30) days of each of Licensor's written requests.

13. Termination. Either Party shall be entitled to terminate this Agreement on thirty (30) days' prior written notice to the other Party in the event the other Party breaches an obligation on its part to be performed hereunder and fails to cure such breach within thirty (30) days of receiving written notice of such breach. In addition, the breach of Sections 2, 9, and 10 shall be deemed non-curable and the non-breaching Party then has the right to immediately terminate this Agreement. The provisions of Sections 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27, as well as any provisions that should logically survive termination or expiration of this Agreement, shall survive.

14. Cessation of Use. Upon termination of this Agreement: (a) Licensee's license to use the Product shall automatically cease, and Licensee shall thereafter immediately cease and refrain from using the Product in any way; (b) Licensee shall, if so requested by Licensor, certify it has not retained or made copies of the Product; and (c) Licensee shall remain liable to pay for all outstanding license fees, maintenance fees and other obligations hereunder to Licensor.

15. Cumulative Remedies. All rights and remedies conferred herein shall be cumulative and shall be in addition to all of the rights and remedies available to the Parties at law or in equity or otherwise.

16. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AND EXCEPT FOR LICENSEE'S INDEMNITY OBLIGATIONS HEREIN AND/OR LICENSEE'S VIOLATION OF SECTIONS 2, 9, 10, 14, 19 OR 24 OF THIS AGREEMENT OR OF ANY OF LICENSOR'S OTHER INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR INABILITY TO USE THE PRODUCT, THE RESULTS GENERATED FROM THE USE OF THE PRODUCT, LOSS OF GOODWILL OR PROFITS, LOST BUSINESS HOWEVER CHARACTERIZED AND/OR FROM ANY OTHER CAUSE WHATSOEVER. THE PARTIES FURTHER AGREE THAT EACH AND EVERY PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS EXPRESSLY INTENDED TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION SINCE THOSE PROVISIONS REPRESENT SEPARATE ELEMENTS OF RISK ALLOCATION BETWEEN THE PARTIES AND SHALL BE SEPARATELY ENFORCED. IN ADDITION, LICENSOR'S ENTIRE LIABILITY TO LICENSEE WHETHER IN TORT, CONTRACT OR OTHERWISE SHALL NOT EXCEED THE LICENSE FEE PAID BY LICENSEE TO LICENSOR HEREUNDER.

17. Relationship of Parties. Neither Party is the agent or legal representative of the other Party, and neither Party has the right or authority to bind the other Party in any way.

18. Governing Law and Venue. This Agreement shall be interpreted and enforced according to the laws of the State of Utah, without application of its conflicts or choice of law rules. Both

Parties irrevocably submit to the jurisdiction of the state or federal courts located in Salt Lake City, Utah for any action or proceeding regarding this Agreement.

19. Assignment. Licensee shall not assign or delegate this Agreement without Licensor's prior written consent, which will not be unreasonably withheld. Any assignment in violation of this provision shall be deemed null and void.

20. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, each and every other provision shall nevertheless continue in full force and effect.

21. Attorney's Fees. In the event a dispute arises regarding this Agreement, the prevailing Party shall be entitled to its reasonable attorney's fees and expenses incurred in addition to any other relief to which it is entitled.

22. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes all prior or contemporaneous understandings or agreements, whether oral or written. This Agreement can be modified or amended only by a writing signed by both Licensor and Licensee.

23. Authority. The Parties executing this Agreement on behalf of Licensor and Licensee represent and warrant that they have the authority from their respective business entities to enter into this Agreement and to bind their respective business entities to all the provisions of this Agreement.

24. Compliance With Laws. Licensee agrees that the Product will be used and its publications will be developed, produced, sold and distributed in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over such matters. Licensee also agrees that it will not export or reexport any portion of the Product or Licensor's Confidential Information to any country or territory that is prohibited from receiving such materials under any applicable laws of the United States, including without limitation, the United States export laws and regulations. With respect to Licensee's employees to whom it is permitted to disclose the Product hereunder, Licensee will disclose the Product only to United States citizens or persons lawfully admitted for permanent residence so that such disclosure will not constitute an export. Licensee specifically agrees to use the Product in compliance with the Telephone Consumer Protection Act of 1991.

25. Force Majeure. Neither Party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing Party. The affected Party will notify the other Party in writing within ten (10) days after the beginning of any such cause that would affect its performance. However, if a Party's performance is delayed for a period exceeding thirty (30) days from the date that the other receives notice under this paragraph, the non-affected Party will have the right, without any liability to the other Party, to terminate this Agreement.

26. Waiver. Failure of either Party to insist on strict compliance with any of the terms, covenants, and conditions of this Agreement shall not be deemed a waiver of such terms, covenants, and conditions, or of any similar right or power hereunder at any subsequent time.

27. Successors and Assigns. The Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns that have been properly assigned pursuant to the provisions of this Agreement.

28. Notices. All notices shall be in writing and shall be delivered personally, by United States certified or registered mail, postage prepaid, return receipt requested, or by a recognized overnight delivery service. Any notice must be delivered: to the Licensor at the address listed in this Agreement; to the Licensee at the address submitted electronically during Registration; or to such other address as shall be specified in writing by either Party in accordance with the delivery requirements of this section. The date that notice shall be deemed to have been made shall be the date of delivery when delivered personally; on written verification of receipt if delivered by overnight delivery; or the date set forth on the return receipt if sent by certified or registered mail.

EXHIBIT A

1. Product's Software name: GMext Pro
2. Description of the Software of the Product: The Software is a Microsoft Windows-based program for sending group or mass text messages. Licensor's Software provides a tool for organizing contacts and sending texts via an outside texting service provider ("Texting Provider"). Licensor's Software is to be delivered, in object code format only, via online download onto a hard drive of the Licensee.
3. Type of Product use herein licensed to Licensee: Licensor shall use the Software on its hard drive to organize and send mass texts.