


## RESERVE DATA ANALYSIS SATELLITE OFFICE

THIS AGREEMENT is entered into and made effective as of the 1st day of month, year, by and between Edwin G. Edgley, an individual, hereinafter referred to as Licensor, and name, an individual residing at (-or- a "State" corporation), address, hereinafter referred to as Licensee. 

### RECITALS

#### *The Licensor*

Reserve Data Analysis was first organized in March 1983 as a sole proprietorship under the ownership of Edwin G. Edgley, and was first incorporated in California on January 1, 1992. Edwin G. Edgley, today does business under the name Reserve Data Analysis, Intl. and RDA. The Licensor maintains his principal business offices at 15502 NE 86<sup>th</sup> Street, Vancouver, Washington, 98682, USA.

Licensor is the owner of certain products and services marketed under the Trade Names "RDA," "Reserve Data Analysis," "Reserve Data Analysis, Inc.," "Reserve Data Analysis, Intl.," "Settlement Solution Services™," and "RDA Reserve Management Software™," which products and services, among other things, have the ability to analyze information required to compile comprehensive reserve analysis studies and report documents. All such services, exclusive of the RDA Reserve Management Software™, are hereinafter collectively referred to as the "RDA Services." Licensor's proprietary computer software, including, but not limited to, source codes, access codes, passwords, data, screens, menus, instructions, documentation and any revisions, improvements, updates or modifications thereof, is hereinafter collectively referred to as the "RDA Reserve Management Software™."

#### *Licensor's Business*

Licensor, among other things, grants licenses, trains, advises, and assists licensees in the establishment and operation of service outlets known as Reserve Data Analysis Satellite Offices. Licensor's primary activities in this regard are education, market planning, advertising, consulting, and coordination of product and service distribution for its Licensees.

#### *Licensee*

Licensee desires to form a reserve study business, and engage in the marketing and sale of Licensor's reserve analysis studies and related products and services. The primary customers for the Reserve Data Analysis Satellite Office are common interest developments, including community associations, timeshare associations, property managers, homeowners association boards of directors, and other industry professionals. Licensor desires to license and assist Licensee in such marketing efforts.

### *Statement of Warranties*

Neither Licensor nor Licensee, current officers or general partners of Licensor or Licensee has any administrative or material civil action (or a significant number of civil actions irrespective of materiality) pending against them alleging a violation of any license law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive business practices, misappropriation of property, or comparable allegations.

Neither Licensor nor Licensee, current officers or general partners of Licensor or Licensee during the 10-year period immediately preceding the date of this agreement has been convicted of a felony or pleaded no contest to any felony charge or been held liable in any other civil action or other legal proceeding where such felony, civil action, complaint or other legal proceeding involved violation of any license law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

Neither Licensor nor Licensee, current officers or general partners of Licensor or Licensee is subject to any currently effective injunctive or restrictive order or decree relating to the license or under any domestic or foreign license, securities, antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency; nor is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934) suspending or expelling such persons from membership in such association or exchange.

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

### ARTICLE I -- ENDORSEMENT AND LICENSE

1.01 Licensor hereby grants to Licensee a license to use the Trade Names "RDA," "Reserve Data Analysis," Settlement Solution Services," and "RDA Reserve Management Software™," and the symbols, logos, trademarks and Trade Names owned and/or under application by Licensor ("Trademarks" and/or "Trade Names") associated therewith, and a license to operate a Reserve Data Analysis Satellite Office in the geographical market identified in this agreement. Licensee acknowledges that said Trade Names and Trademarks are the sole property of Licensor.

1.02 Licensee shall use the Trade Names and Trademarks in the sale of reserve studies and reserve study-related goods and services, and Licensee's place of business shall be known as "Reserve Data Analysis." Licensee agrees that it will not infer or imply, directly or indirectly, that Licensor endorses, nor will it use Licensor's name or logo in any marketing efforts with respect to, any other product or service of Licensee, except as may be expressly authorized or required pursuant to any other agreement which may now or hereafter exist between Licensee and Licensor.

1.03 The name of any corporation or d.b.a. operating in accordance with this license may include the words "Reserve Data Analysis" or any other Trademark owned or licensed by Licensor.

## ARTICLE II -- EXCLUSIVE AREA OR TERRITORY

2.01 Licensor grants to Licensee during the term of this Agreement, an exclusive license, which subject to §10.01 hereof is a non-transferable, non-assignable right and license to market the RDA Services under the Trade Names and Trademarks of Licensor or such other Trade Names and Trademarks as shall be mutually agreed upon in writing by Licensor and Licensee within a Designated Territory (as hereinafter defined).

2.02 Designated Territory shall mean Licensee's exclusive, non-transferable, non-assignable right and license to market the RDA Services under the Trade Names and Trademarks of Licensor or such other Trade Names and Trademarks as shall be mutually agreed upon in writing by Licensor and Licensee within the geographic area comprising the state of State, USA. The Designated Territory is exclusive to Licensee for the length of the license and is not altered by achievement of a certain sales volume, market penetration or other contingency. Other than the territory granted by this agreement, Licensee may obtain other territories only by executing a separate license agreement.

2.03 Licensor shall not, while this agreement is in force, conduct a similar operation, or grant a similar license to any other Licensee, within the Designated Territory. During the term of this Agreement, Licensor agrees not to market, sell or otherwise license the RDA Reserve Management Software™ and Services to any direct or indirect competitors, including without limitation, management companies and for-profit corporations, unless so authorized by Licensee. Without limiting the generality of the forgoing, Licensor may market, sell or otherwise license the RDA Reserve Management Software™ to non-profit associations in the Designated Territory. Licensor reserves the right to continue to service any and all software end-users, which are currently licensed to use the RDA Reserve Management Software™ under existing agreements. Any account established in a non-designated territory by a Licensee shall remain the property of that Licensee.

2.04 By this agreement, Licensee agrees not to market the RDA Services in areas that are the Designated Territories of other Licensees. However, nothing in this agreement is intended to prevent Licensee from marketing the RDA Services in areas outside its Designated Territory so long as it is not a territory separately licensed by Licensor.

2.05 Licensee may perform RDA Services in other Designated Territories for entities that conduct business in more than one state ("Multi-State Entities") if Licensee's original contact with the Multi-State Entity was established in Licensee's Designated Territory or a non-designated territory. For example, Licensee "A's" Designated Territory is the state of Maine, and Licensee "B's" Designated Territory is the state of New Hampshire. Licensee "A" established contact with a hotel chain located in Maine and performed services for that entity within the state of Maine. Subsequently, Licensee "A" was approached by that hotel chain's office in New Hampshire to perform a reserve study. That client would then be the jurisdiction of Licensee "A" and not the New Hampshire Licensee "B." However, nothing in this agreement precludes or prevents Licensees from negotiating between themselves with respect to the provision of RDA Services to such Multi-State Entities. Licensee acknowledges that regardless of such negotiated arrangements between Licensees, Licensee agrees to remit the full Royalty Fee due to Licensor with respect to the provision of RDA Services to any Multi-State Client. Licensee agrees that it will not knowingly approach an existing client of another Licensee. The

parties acknowledge that the intent of this paragraph is to license Licensee the exclusive right to market the RDA Services in the Designated Territory.

2.06 A Licensee's sub-licensing, transfer, and assignment rights within the Designated Territory granted by this Agreement are subject to the following conditions:

- (a) Licensee meets all applicable standards and complies fully with all applicable state and federal laws, rules and regulations relating to the offer and sale of licenses and to sub-licensing;
- (b) Licensee will pay to Licensor the then-standard license fees for each sub-license sold or granted by Licensee. Licensee agrees to pay Licensor a royalty equal to the percentage Licensor would have received if Licensor had entered into a primary licensing agreement with the sub-licensee. By illustration, if Licensee was paying a fifteen percent royalty to Licensor on a \$1,000.00 project, Licensor would receive \$150.00. If that same contract was assigned or awarded to a sub-licensee of Licensee, Licensor would still be entitled to the same \$150.00 royalty fee;
- (c) All sub-licensees, assignees and transferees of Licensee will meet all applicable qualifications and standards for licensees of Licensor, and execute Licensor's standard license agreement; and,
- (d) All sub-licensees, assignees and transferees of Licensee must complete a training program for Licensees in accordance with the standards of Licensor at the time of such agreement.

### ARTICLE III -- TERM, RENEWAL

3.01 This Agreement shall commence on the effective date of this agreement and shall remain in effect for a period of three (3) years from the date hereof, and shall be automatically renewed for successive additional three-year terms unless either party hereto gives at least ninety (90) days written notice to the other of its desire not to extend the agreement.



### ARTICLE IV -- DEVELOPMENT AND OPENING

4.01 Licensee shall be responsible for obtaining all stationery, information packets, brochures, and other trade marketing materials as Licensee deems necessary to operate the reserve analysis business. Licensor retains the right to approve all marketing materials utilized by Licensee containing any Trade Names and Trademarks of Licensor.

4.02 Following the execution of this agreement, Licensor shall do or cause the following to be done:

- (a) Provide an initial "Professional Reserve Specialist Training - 3 day program" at a location agreed upon between both parties. Licensee shall be responsible for all of Licensor's travel and lodging costs associated with the training. The training program consists of reserve analysis preparation and techniques, product knowledge, selling techniques, marketing strategies, competitive overview, customer knowledge,

advertising techniques, business management, expansion strategies, and promotional methods;

- (b) Provide camera-ready artwork for printed materials to be used by Licensee in the conduct of the license business including advertising materials, stationery, forms, etc.;
- (c) Provide articles for submission to local trade magazines and/or newspapers;
- (d) Provide guidance and support in an effort to obtain initial contracts for Licensee;
- (e) Work with Licensee, at Licensee's option, on up to three (3) or more projects within the first six months following date of execution of the original Licensing Agreement, at the locations of the projects and offices of Licensee. Licensee will be responsible for all travel and lodging cost of Licensor associated with this training;
- (f) Provide on-going assistance and guidance to Licensee in the form of technical support including methods, procedures, techniques and general operating procedures; and,
- (g) Protect the Designated Territory by assuring that no other Licenses or company-owned outlets are granted or established therein, unless approved by Licensee.

4.03 It is understood that Licensee will undertake periodic product and service evaluations for the purpose of discussing evaluation results, marketing results, patterns of complaints, additional product features and other items of mutual interest.

#### ARTICLE V -- ROYALTIES AND OTHER CHARGES

5.01 Licensee shall pay Licensor, as a royalty for the use of Licensor's name and logo, initial training, on-going technical support and software support, the following amounts:

- (a) fifteen percent (15%) of the gross price for each reserve study or other RDA Services obtained, performed and serviced by Licensee for the first \$100,000 of gross income;
- (b) ten percent (10%) of the gross price for each reserve study or other RDA Services obtained, performed and serviced by Licensee for the second \$100,000 of gross income;  
and
- (c) five percent (5%) of the gross price for each reserve study or other RDA Services obtained, performed and serviced by Licensee thereafter.

5.02 Except as provided in this Agreement, no charge shall be made by Licensor to Licensee for any use of the RDA Services.

5.03 Each calendar month Licensee shall provide Licensor with a statement enumerating all receivables procured for RDA Services during the immediately preceding month, setting forth in detail the names and contract amounts for such work. Licensee will then remit to Licensor all Royalty Fees associated with those RDA Services. Licensee shall be obligated to remit payment of those Royalty Fees no later than thirty (30) days following receipt by Licensee.

5.04 Licensee agrees to open its books and records to the inspection of Licensor, provided, however, that Licensee shall have been given reasonable advance notice. Licensee agrees to cooperate fully with representatives of Licensor making any such inspection. In the event an understatement of gross revenues for the period of any audit is determined by any such audit, Licensee shall reimburse Licensor for the cost of such audit or inspection.

## ARTICLE VI -- MARKETING AND LICENSE

6.01 Licensor shall make available to Licensee any assistance that may be required, based upon the experience and judgment of Licensor, in the design, preparation, and placement of advertising and promotional materials for use in local advertising.

6.02 Licensee shall refrain from using any advertising designs, materials, media, and methods of preparation which do not meet with Licensor's standards and specifications.

6.03 During the term of this Agreement, Licensee will use its best efforts to market the RDA Services in the following manner:

- (a) Place such advertisements for the RDA Services in such publications as Licensee deems necessary or desirable;
- (b) Use Licensor's logo on all sales materials and advertisements promoting the RDA Services; and,
- (c) Work and cooperate with Licensor sales personnel in order to market the RDA Services in a professional, effective and efficient manner.

6.04 Licensor has the right to examine and approve for use, distribution or publication preprinted brochures, advertisements, or sales literature describing or promoting the RDA Services. Statements, writings or communications pertaining to the RDA Services must accurately describe the RDA Services. Neither party shall be responsible for any statement, writing or communication made by the other party, or any employee or representative thereof, other than with respect to material approved in writing by that party.

## ARTICLE VII -- TRADEMARKS AND COPYRIGHTS

7.01 Licensor shall make its Trade Names and Trademarks available to Licensee.

7.02 Licensee agrees that its rights to use the Trademarks are derived solely from this agreement, and Licensee shall not derive any rights, title, or interest in the Trademarks, other than a license to use them in connection with the Reserve Data Analysis Satellite Office while this agreement is in force.

7.03 Licensee shall use the name and Trademarks only in such manner as prescribed by Licensor and in no other way.

7.04 Licensee shall immediately notify Licensor of any apparent infringement in the use of the Trade Names and/or Trademarks.

7.05 If it becomes advisable at any time in Licensor's sole discretion to discontinue or modify the use of any trademark, Licensee agrees to comply within a reasonable time after notice thereof by Licensor.

## ARTICLE VIII -- STANDARDS AND PROCEDURES

8.01 Licensee understands and acknowledges that every detail of the license system is important to Licensor, to Licensee, and to other Licensees to develop and maintain high and uniform standards of quality, cleanliness, appearance, services, products, and techniques, and to protect and enhance the reputation and goodwill of the license system.

8.02 Licensee shall hire only efficient, competent, sober, and courteous employees for the conduct of the business, and shall pay their wages, commissions, and other compensation with no liability therefor on the part of Licensor. Licensee shall require all employees to comply with Licensor's standards for grooming and appearance.

8.03 Licensee acknowledges that it is encouraged, but not required, to obtain assistance from other Licensees in providing RDA Services to its clients as the need may arise. Fees and costs for the provision of services between Licensees shall be established between those parties.

8.04 Licensee acknowledges that, once a year, it will be encouraged to attend an annual meeting of all RDA Satellite Office Licensees at the office of Licensor, or such other location within the geographic boundaries of the United States of America that Licensor deems desirable. All travel costs associated with such annual meetings shall be the sole responsibility of Licensee. Licensor shall give Licensee sixty (60) days prior written notice of the date, time and place of the annual meeting.

8.05 All representations made by Licensee to others shall be completely factual. Licensee agrees to abide by all laws, regulations, and codes.

8.06 Licensee agrees to devote its best efforts to the operation of the Reserve Data Analysis Satellite Office and to the supervision of its employees. Licensee agrees that it will not engage in any other business activity which may conflict with the obligations of this agreement or impair the operation of the Reserve Data Analysis Satellite Office. Licensee may not own an interest in, perform any business activity on behalf of, or be in the employ of another reserve analysis business.

8.07 Licensee is not obligated to purchase or lease any products or services or classes of products or services from any designated source. At Licensee's option, Licensee may purchase selected inventory items from Licensor, or from Licensor's list of suppliers, but is under no obligation to purchase any item from either Licensor or any recommended supplier.

8.08 Licensee is encourage, but not obligated, to participate full-time in the operation of the Reserve Data Analysis Satellite Office. If Licensee opts not to participate full-time and hires a qualified manager for this purpose, then said manager must complete a training program to the standards as set by Licensor.

8.09 Licensee agrees to protect, defend, and indemnify Licensor and to hold Licensor harmless from and against any and all costs, expenses, including attorneys' fees, court costs,

losses, liabilities, damages, claims and demands of every kind or nature, arising in any way out of the operation of the Reserve Data Analysis Satellite Office by Licensee.

#### ARTICLE IX -- RELATIONSHIP OF THE PARTIES

9.01 The parties acknowledge that nothing herein creates a joint venture, partnership or any other association between the parties hereto. Each of the parties is acting independently of the other. Neither party has any right of agency with the other, and neither party has any right, power or authority, express or implied, to bind the other party in any manner, circumstance or transaction, unless it shall be upon the prior written consent of the other party. Nothing in this Agreement shall be construed to create the relationship of employer/employee, partnership, joint venture, principal/agent, equity interest in or other interest between the parties hereto.

9.02 Licensee is in no way authorized to make a contract, agreement, warranty or representation on behalf of Licensor or to create any obligation, express or implied, on behalf of Licensor.

9.03 Licensee shall be responsible for his/her own taxes, including, without limitation, any taxes levied upon the Reserve Data Analysis Satellite Office.

#### ARTICLE X -- ASSIGNMENT

10.01 Except as otherwise provided by this Agreement, neither party may, without the prior written consent of the other, assign, market, license, joint-license, co-license, sub-license, sell, resell, lease, rent, transfer, hypothecate, mortgage, joint-venture, distribute, encumber, convert or in any other way convey its rights, duties or obligations under this Agreement.

10.02 This Agreement and the rights, interests and benefits hereunder shall not be subject to execution, attachment or similar process. The levy or attempted levy or any attachment or similar process thereupon shall be null and void and without any effect.

#### ARTICLE XI -- TERMINATION

11.01 Either party may terminate this Agreement upon the following terms and conditions:

- (a) Ninety (90) days, upon written notice, one to the other;
- (b) Immediately upon the written consent of all parties to this Agreement; or,
- (c) Upon thirty (30) days prior written notice upon the occurrence of an Event of Default.

11.02 Licensor and Licensee acknowledge, that in the event of termination of this agreement for any reason, nothing herein shall be construed as a "non-competition agreement" by either party upon the other, with the following exceptions and provisions:

- (a) Accounts which are in the Designated Territory of Licensee, which at the time of the signing of this agreement, were existing clients of Licensor, and given to Licensee by Licensor, shall revert to and remain the Licensor's;



- (b) Accounts outside the Designated Territory of Licensee, obtained solely by Licensor, and given to Licensee during the term of this agreement, shall revert to and remain the Licensor's; and,
- (c) Accounts Licensee received by virtue of an existing relationship of Licensor, during the term of this agreement, including Multi-State Entities as defined by Section 2.05, shall revert to and remain the Licensor's.
- (d) Nothing in this agreement shall prevent Licensee from continuing in the reserve study business, including work for clients for which Licensee obtained and developed a relationship independent of Licensor during the term of this agreement, or for clients which Licensee may obtain and develop such a relationship in the future. All documents, files and data for these clients shall remain the property of Licensee.
- (e) Upon termination of this agreement, all documents, files and data for clients defined by Sections 11.02 (a), (b), and (c), shall be returned to Licensor.
- (f) Should Licensee elect not to continue or otherwise become unable to continue in the reserve analysis business altogether, and no agreement to assign, license, sub-license, or sell the RDA Services has been agreed to in accordance with Section 10.01, then all accounts, will automatically become available to Licensor and/or other RDA Licensee's in order to assure the continuation of the RDA Services to all clients. Licensee at Licensee's option may make any documents, files and data for Licensee's clients, as identified in Section 11.02 (d), available to Licensor and/or other RDA Licensee's and may charge a fee for such services as Licensee may determine appropriate.

11.03 An Event of Default shall occur when a Default (hereafter defined) has occurred. For purposes of this Agreement, a Default shall comprise one or more of the following events:

- (a) A breach of a material term of this Agreement;
- (b) The existence of any law, rule or regulation which renders performance under this Agreement illegal or commercially unfeasible.
- (c) Licensee fails to meet the startup obligations as outlined in this agreement;
- (d) Licensee abandons the license;
- (e) Licensee misuses or makes an unauthorized use of a Trademark or Tradename in a manner which materially impairs the goodwill of Licensor;
- (f) Licensee has made a material misrepresentation to Licensor before or after being granted the license;
- (g) Licensee discloses or reproduces any portion of Licensor's proprietary materials, procedures or trade secrets to any unauthorized party without the consent of Licensor;
- (h) Licensee knowingly fails to abide by its covenant not to compete in another Licensee's Designated Territory; or,

- (i) Licensee fails to comply substantially with any of the requirements imposed upon Licensee by this agreement.

11.04 Licensee acknowledges that Licensor normally charges fees for its reserve training programs for others which are detailed on Licensor's web site. Licensee also acknowledges that Licensor requires that Licensee complete the standard "Professional Reserve Specialist Training - 3 day program" in order to be approved for further training and enrollment in the RDA Satellite Office Program. The current fee for this training is at the flat rate of \$3,600. This fee as well as all fees for the training of a Licensee are waved by this agreement. However, Licensee agrees to be responsible for any direct out-of-pocket travel or other expenses of Licensor for any training as may be requested and required by Licensee and at Licensee's option.

11.05 In the event that Licensor and Licensee agree to all of the terms and conditions as outlined in this agreement, and in good faith, Licensee receives the standard "Professional Reserve Specialist Training - 3 day program" at no charge, and then abandons the license, or otherwise defaults on the agreement as defined in Section 11.03, Licensee agrees to be held responsible for and to be billed the standard \$3,600 fee for this training as if they had received the training independent of becoming an RDA Licensee. Royalty fees paid, if any, would be deducted from this amount, and this provision shall not apply once the total royalty fees paid exceed the fees for the initial 3 day training program.

11.06 Neither the expiration nor termination of this Agreement shall relieve any party hereto of the following:

- (a) The obligation to remit any funds collected by one party for the benefit of the other;
- (b) To pay any royalties, fees or charges earned prior to the date of expiration or termination; or,
- (c) To provide on-going technical support with respect to the RDA Services for all pending accounts awarded to Licensee prior to the effective date of termination.

11.07 Upon expiration or termination of this Agreement:

- (a) Licensee shall cease the utilization of any Trade Names, Trademarks and/or logos of Licensor;
- (b) Licensee shall cease and terminate all marketing efforts on behalf of Licensor;
- (c) The parties shall cooperate with each other in order to allow for an orderly winding-down of the business relationship; and
- (d) Licensee shall cease using and return all proprietary materials to Licensor.

11.08 The parties agree that in the event of a breach of any part of this Agreement the parties' sole and exclusive remedy shall be the termination of the Agreement. Neither party shall be liable to the other with regard to any costs, damages, loss of profits, attorney's fees or claims, with the exception of the items delineated in Sections 11.05, 11.06, 11.07, 12.01, 12.02 and 12.03.

11.09 If either party feels a termination was improper, then the non-terminating party may serve notice thereof upon the terminating party (such notice to be called the "Notice of Erroneous Termination"). Upon service of such Notice of Erroneous Termination, the terminating party agrees to meet with the other party for purposes of good faith discussions with a view to resolving the dispute leading up to the erroneous termination. The parties understand that there is no binding obligation for this meeting. Its sole purpose is to permit a mechanism to allow the parties to discuss a dispute before the effective date of such termination.

## ARTICLE XII -- PROPRIETARY RIGHTS

12.01 Licensor hereby retains all rights, licenses, title and interest that it may possess in the RDA Services and the RDA Reserve Management Software™ including, but not limited to, all copyright, patent and other intellectual property rights. At any time Licensor may, at its sole discretion, in whole or in part and without permission from or notice to Licensee, use, transfer, encumber or modify any of the rights, licenses, title and/or interest to or of the RDA Services or the RDA Reserve Management Software™ and/or all parts thereof, provided only that such transaction shall not preclude Licensor from performing its duties and obligations under this Agreement, including any amendments hereto. All proprietary notices incorporated in, marked on, or affixed to the RDA Services and the RDA Reserve Management Software™ shall not be removed, covered, obliterated, altered or substituted by Licensee, or by another with Licensee's consent, without the prior written approval of Licensor. Licensor reserves the sole right, but is not obligated, to copyright and/or patent the RDA Services and the RDA Reserve Management Software™ in its own name and/or in the name of another chosen solely by Licensor.

12.02 The parties acknowledge that the RDA Reserve Management Software™ is the sole and exclusive property of Licensor under copyright of "Edwin G. Edgley," subject to the licensing and marketing rights granted to Licensee.

12.03 Licensee acknowledges that the RDA Reserve Management Software™ contains important, material and confidential trade secrets and proprietary rights of Licensor. Licensee agrees that it will use every reasonable effort to protect the confidentiality of the RDA Reserve Management Software™ except as provided under this Agreement. Licensee shall not knowingly permit any person to reverse-engineer, decompile or otherwise attempt to derive the source codes from the RDA Reserve Management Software™.

## ARTICLE XIII -- ADDITIONAL PROVISIONS

13.01 Whenever, under the terms of this agreement, notice is required, the same shall be deemed delivered if delivered by hand to whom intended, or to any adult person employed by Licensee at Licensee's place of business, or upon deposit in any U.S. depository for mail delivery, addressed to Licensee or Licensor when mailed, by registered or certified mail, return receipt requested, to their respective principal business addresses shown on page 1 hereof.

13.02 Each party shall be responsible for their own costs, expenses and attorney's fees associated with the negotiation and execution of this Agreement.

13.03 This agreement is entered into solely for the benefit of Licensor and Licensee and in no way is intended to benefit or extend any right or interest to any third party. It is the intention of Licensor and Licensee that they are the sole beneficiaries to the rights and obligations arising

herefrom, and any benefit to be derived by any third party is merely incidental to, and unintended by, the agreement.

13.04 This Agreement constitutes the entire understanding between the parties with respect to all the matters set forth herein, superseding any and all prior agreements or any and all prior written or oral agreements or understandings entered into between the parties on the subject matter contained herein. This Agreement may not be changed or modified except in writing signed by all parties to this Agreement.

13.05 This Agreement shall be governed by, construed and enforced under the laws of the State of the location of Licensor, and the venue for any such action shall be the County of the location of Licensor at the time such need may arise.

13.06 If any provision or part of this Agreement shall be declared invalid, void or illegal, it shall in no way affect, impair or invalidate any of the other provisions of this Agreement, which shall remain in full force and effect.

13.07 Each signatory to this Agreement warrants that he or she has the authority to execute this Agreement on behalf of the party which he or she purports to represent.

13.08 No failure, delay or omission of any party in exercising any of its rights, powers or remedies under this Agreement shall be construed as a waiver of any such right, power or remedy, nor shall it constitute an acquiescence to any breach or Default or any subsequent breach or Default. Likewise, no waiver of any single breach or Default shall be deemed a waiver of any other breach or Default. Any waiver must be in writing and shall be effective only with respect to the specific breach or default set forth in such writing.

13.09 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.


13.10 All headings and captions are inserted for convenience purposes only and shall not be considered part of the terms of this Agreement.

13.11 This Agreement shall be binding upon and enure to the benefit of the parties hereto, their permitted successors and assigns.

13.12 Neither party hereto shall be liable for any loss, damage or penalty resulting from acts of God, nature, supply or delay or causes beyond such party's control.

IN WITNESS WHEREOF the undersigned duly authorized officers or representatives have executed this Agreement on the day and year set forth beneath their respective names.



By: \_\_\_\_\_  
(Name) 

By: \_\_\_\_\_  
Edwin G. Edgley, CEO/Founder  
RESERVE DATA ANALYSIS, INTL.

Date: \_\_\_\_\_

Date: > 

By \_\_\_\_\_  
(Name) 

Date: \_\_\_\_\_