EURO WARRANTY PROCESSING SOFTWARE LICENSE AGREEMENT

This SOFTWARE LICENSING AGREEMENT (hereinafter "Agreement") is made and entered on this day between SchedulePower, Inc., DBA Euro Warranty Processing (hereinafter "Licensor") and the undersigned (hereinafter "Licensee").

RECITALS

WHEREAS, Licensor is the owner of certain software and associated intellectual property rights, known as Euro Warranty Processing, provided in conjunction with Support Ticket Software ("Software"); and WHEREAS, Licensor desires to license on a non-exclusive basis to Licensee the right to use the Software; and WHEREAS, Licensee desires to use the Software and shall provide to Licensor the License Fees in accordance with the terms of this Agreement NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

This Agreement covers all software, the associated media, any printed materials, data, files, information, any online or electronic documentation and any services provided, which accompanies the software (the "Software"). This Agreement takes precedence over any other agreement or terms embedded within the software.

1. Grant of License.

Licensor does hereby grant to Licensee a non-exclusive, nontransferable license to use the Software, as defined below, in connection with warranty support for the Term (as defined below) ("License"). Licensee hereby accepts the License subject to the terms and conditions contained in this Agreement. This includes the right to use the Software in accordance with this Agreement solely for use as Warranty Support Services. This Agreement covers the Software, Knowledgebase data and all support services.

2. Restrictions on License.

Except as otherwise specifically permitted in this Agreement, Licensee may not: (a) modify or create any derivative works of the Software; (b) copy the Software except as provided in this Agreement or elsewhere by Licensor; (c) sublicense or permit use of the Software by anyone who is not a registered user; (d) reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code; (e) redistribute, encumber, sell, rent, lease, sublicense, disclose or use the Software in a timesharing or service bureau arrangement, or otherwise transfer rights to the Software; (f) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels; or (g) use any Software on a system with more CPUs than the number licensed, by more users than have been licensed, on more computers or computing devices than the number licensed, or by more developers than the number licensed, as applicable.

3. Ownership.

Licensee acknowledges the ownership of the Software in Licensor and agrees that it will do nothing inconsistent with such ownership. Licensee agrees that nothing in this Agreement shall give Licensee any right, title or interest in the Software other than the right to use the Software in accordance with the terms of this Agreement, and Licensee agrees that they will not attack the title of Licensor to the Software or attack the validity of this Agreement.

4. Infringement Proceedings.

Licensee agrees to notify Licensor of any unauthorized use of the Software by others promptly as it comes to the Licensee's attention. Licensor shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Software. Licensee agrees to assist in an infringement action.

5. Term.

The initial term of enrollment shall be fifteen days (15) days free trial, or as otherwise mutually agreed to in writing by both parties. Thereafter, the term shall be automatically terminated unless the Licensee engages the Licensor under additional Contract for Warranty Services. Upon engagement for Warranty Services the terms of this agreement shall remain in effect for the term duration detailed in said Contract.

6. Termination.

Upon termination, Licensee agrees to immediately discontinue any and all use of the Software, Licensor's obligations to provide any services or access to the Software to Licensee shall immediately cease and Licensee shall pay all outstanding amounts due, if any. Notwithstanding the above, Licensee acknowledges that Licensor may immediately terminate this Agreement at its sole discretion, at any time, with or without notice if Licensor believes Licensee has violated or acted inconsistently with the terms of this Agreement or has damaged in any way the Software and or Service being licensed. Upon such termination, Licensee's access to the Software shall be immediately deactivated, all Licensees' information shall no longer be available to Licensee on the Software and Licensee shall not have a right to a refund of any portion of the Set-up Fee or License Fee. (Defined Below)

A. Unused License. Licensee shall have the right to terminate this Agreement at any time during any term as agreed upon under separate Contract upon written notice to the other party. No unused portion of the monthly License Fee shall be refunded.

7. Billing.

The Service Fee shall be the amount agreed upon during enrollment ("Service Fee"). The Licensee shall pay the Service Fee in accordance with the term or renewal term of the accompanying Contract. The License and Service Fee is not dependent upon the

volume of use or number of users. The Service Fee for the accompanying Contract shall be paid in accordance to said Service Contract and for renewal terms as outlined therein. The Licensee may provide Credit Card information, either attached hereto and included herein, or provided in a separate document, which shall be automatically billed upon renewal. Should the Licensee choose not to sign up Credit Card billing, payments shall be made by check no more than three (3) days as billed for the preceding term and a nominal processing fee will be charged. Billing information to be provided on the Service Contract.

8. Required Systems.

Licensee must provide its own internet access, hardware and other software upon which to access the Software and pay all fees associated with such access, hardware and software.

9. Product Support and Security.

Any available updates of the Software shall be provided to the Licensee; however, Licensor shall not be obligated to provide updates to Licensee if none are available. Upgrades do not include any additional features which add to the basic functionality of the Software and such additional features may result in additional fees. Licensor shall supply a secure connection for Licensee to access the Software. Licensee shall maintain the confidentiality of the password and account information assigned to it, including insuring that the account is exited at the end of each session, and shall be responsible for all activity conducted on its account. Licensee agrees to maintain and promptly update its business account, to keep it accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, Licensor has a right to suspend or terminate the License and refuse access to the Software.

10. Confidentiality and Non-disclosure.

The Software is Confidential Information. Licensee will not disclose Software or any comments regarding Software to any third party without the prior written approval of Licensor. Licensee will maintain the confidentiality of Software with at least the same degree of care that Licensee uses to protect its own confidential and proprietary information, but not less than a reasonable degree of care under the circumstances. Licensee will not be liable for the disclosure of any Confidential Information which is: (a) in the public domain other than by a breach of this Agreement on Licensee's part; or (b) rightfully received from a third party without any obligation of confidentiality; or (c) rightfully known to Licensee without any limitation on use or disclosure prior to its receipt from Licensor; or (d) independently developed by Licensee's employees; or (e) generally made available to third parties by Licensor without restriction on disclosure.

11. Limitation on Liability.

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE SHALL BEAR ANY AND ALL LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE. Licensor shall not be liable to Licensor or any third-party for any termination of access to the Software.

12. Disclaimer.

Licensor reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently access to the Software with or without notice. Licensee is advised to safeguard important dates, and to use caution and not rely in any way on the correct functioning or performance of the Software and/or accompanying materials. Licensor shall not be liable for any modification, suspension or discontinuation of any portion of the Software. Licensor is not responsible for any business dealing or services provided by Licensee to any third party. Licensor is not responsible or liable for any loss or damages incurred or resulting from Licensee's dealings with third parties.

13. Guidelines or Rules.

Licensor may from time to time, in its sole discretion, post rules or guidelines regarding the use of the Software. If, in Licensor's sole discretion, Licensee has breached any rules or guidelines, Licensor may revoke the License and shall not refund the unused portion of the License Fee.

14. Links.

Licensor may provide links to other Internet sites or resources. Licensor has no control over these other links and Licensee acknowledges and agrees that Licensor is not responsible for the availability of these links, and does not endorse and is not responsible or liable for the content. Licensee further acknowledges that Licensor shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with these links.

15. Abuse.

Any use of Licensor's applications, systems and system resources that disrupts the normal service for other Licensees is considered to be abuse of the License and is grounds for administrative intervention. Some examples of abuse include but are not limited to

multiple enrollments for the same business, creation of fictional user profiles and login accounts, running load tests and denial of service attacks against the website.

16. Notices.

Any and all notices required hereunder shall be sent by certified mail, postage prepaid, by messenger, or by personal delivery to the respective parties at the address hereinafter designated:

Licensor:

SchedulePower, Inc.

PO Box 10178

Zephyr Cove, NV 89448

or at such address as the parties hereto may from time to time designate in writing. Any and all notices and billing to Licensee shall be sent to the User, as set forth, by email and/or by postal mail, to the address provided in setup documents.

17. Relationship Between the Parties.

It is understood and agreed that Licensee is engaged in an independent business and has the full liberty to use free and uncontrolled will, judgment and discretion as to the method and manner of performance of his obligations. The relationship between the parties is not that of joint venture, partner, or employer and employee, but rather Licensee and Licensor. This Agreement does not make either party or constitute either party as the agent or representative of the other for any purpose whatsoever. Neither party has the power, express or implied, to act on behalf of the other, or to bind the other directly or indirectly in any manner whatsoever. It is understood and agreed that the undersigned have not been influenced to any extent in making this Agreement by any representative, agent, or employee of the other, or by any attorney or person(s) representing the undersigned, and that this Agreement is entered into freely and voluntarily.

18. Non-Competition.

After the termination of this Agreement, Licensee shall not engage, directly or indirectly, in any business anywhere in the United States that competes with the Licensor or utilize any confidentiality or proprietary information acquired as a result of this License, without the prior written consent of Licensor, directly or indirectly, own an interest in, manage, operate, join, control, lend money or render financial or other assistance to or participate in or be connected with, as an officer, employee, partner, stockholder, consultant or otherwise, any Person that competes with the Licensor as of the date of termination of this Agreement. This restriction applies even to the use of such information for Licensee's own benefit.

19. Binding Agreement.

This Agreement is binding upon the heirs, successors, and assigns of the parties hereto.

20. Interpretation.

It is agreed that this Agreement shall be governed and construed according to the laws of the State of Nevada. It is further agreed that Licensee consents to the exercise of jurisdiction over him by the courts of Nevada. It is further agreed that each party participated in drafting this Agreement. It is further agreed that a court's holding any provision of this Agreement to be illegal, invalid or unenforceable will not nullify the entire Agreement; in such circumstances, this Agreement should be deemed modified to the extent necessary to render it enforceable.

21. Paragraph Headings.

The subject headings of the sections of this Agreement are included for the convenience of reference only and shall not affect the construction or interpretation of any of the terms or provisions of this Agreement.

22. Enforcement.

Licensee acknowledges that a breach of this Agreement may cause irreparable injury. Licensee therefore agrees and stipulates that Licensor may obtain an injunction to prevent the unauthorized use of the Software. If any legal action is necessary to enforce the terms and conditions of this Agreement, Licensor shall be entitled to an award of reasonable attorney's fees and costs incurred 3therefore.

23. Entire Agreement.

This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein, and all prior agreements or understandings of the parties hereto are hereby revoked. This Agreement may be amended or terminated only by written instrument executed by the parties. There are no agreements, restrictions, promises, warranties, covenants or other undertakings other than those expressly set forth herein.

24. Contract.

The terms of this Agreement are contractual and not a mere recital. The undersigned further declare that this Agreement has been carefully read, that the contents are fully known, and that the Agreement is signed as a free and voluntary act.

25. Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original.

26. Choice of Law.
This Agreement shall be governed by the laws of the State of Nevada.

Licensor: SchedulePower, Inc., DBA Euro Warranty Processing
P.O. Box 10178
Zephyr Cove NV 89448

Either by signing below or accepting to these terms online, Licensee acknowledges they have read, understands and agrees to the terms and conditions of this Agreement and has duly authorized the individual signing, either physically or electronically, this Agreement on its behalf to do so.

Licensee: _____

               _____

               _____

By: _____

       _____
       Print

Title: _____

Date: ____/____/____