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**MASTER SOFTWARE
LICENSING AGREEMENT**

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AND FLEETWHIZ™ CD

**FLEETWHIZ™ MASTER SOFTWARE LICENSING, CERTIFICATION
TEXTBOOK CREDIT, AND CAREER COUNSELING SERVICES
AGREEMENT – TABLE OF CONTENTS**

FleetWhiz™ Master Software Licensing, Certification Textbook Credit,
and Career Counseling Services Agreement 1

FLEETWHIZ™ MASTER SOFTWARE LICENSING, CERTIFICATION TEXTBOOK CREDIT, AND CAREER COUNSELING SERVICES AGREEMENT

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WHEREAS, FleetTextBooks is the owner of an exclusive software package of materials providing information on business model financial and operational practices for the management of business assets, inventories, and labor in the fleet and supplier industries (the "Software Package")

WHEREAS, Software Package includes, for example, 36 electronic textbooks, navigation and search tools, certification textbooks and seminars, management of assets, inventories, and labor related textbooks, and information on various other services and products;

WHEREAS, FleetTextBooks provides fleet manager skills certifications and required certification textbook reading materials (the "Certification Services"); and

WHEREAS, FleetTextBooks provides related career counseling and placement services for the fleet and supplier industries (the "Counseling Services"); and

WHEREAS, the Licensee is desirous of acquiring certain rights to use the Software Package for one or more of its employees.

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Remarks: Continued from the previous page.

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Remarks: Continued from the previous page.

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Remarks: Continued from the previous page.

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12. Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions will not in any way be affected or impaired and a valid, legal and enforceable provision of similar intent and economic impact will be substituted therefore.

13. Entire Agreement and Amendments. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements. This Agreement may not be modified or otherwise amended except by an instrument in writing signed by the party against which enforcement is sought. In entering into this Agreement, all parties represent and warrant that they relied upon no prior representations, discussions, agreements, or negotiations and that this Agreement constitutes the entire agreement between the parties.

14. Injunctive Relief. FleetTextBooks and the Licensee agree that in the event of any breach of Sections 2 and 3. FleetTextBooks will be irreparably harmed and the full extent of injury resulting therefrom will be impossible to calculate. Thus, FleetTextBooks will not have an adequate remedy at law. Accordingly, the Licensee agrees that FleetTextBooks will be entitled to injunctive relief, without bond or security, in addition to having an action of law for damages.

FLEETWHIZ™ MASTER SOFTWARE LICENSING, CERTIFICATION TEXTBOOK CREDIT, AND CAREER COUNSELING SERVICES AGREEMENT

Remarks: Continued from the previous page.

15. Notice. All notices, requests, demands, and other communications given under or by reason of this Agreement will be in writing and will be deemed given (a) upon delivery when delivered in person, (b) as of 2:00 p.m. on the day after being delivered to a nationally recognized overnight courier, (c) upon transmission thereof and receipt of the appropriate answerback when delivered by facsimile transmission, or (d) 72 hours after being placed in a depository of the United States mails when delivered by certified mail (return receipt requested), postage prepaid as follows (or to such other address as a party may specify by notice pursuant to this provision):

To FleetTextBooks:

381 Casa Linda Plaza #385
Dallas, TX 75218-3423 USA
214-320-3006 / Email: Info@FleetTextBooks.org
Website: FleetTextBooks.org

16. Term and Termination.

16.1 Term. The term of this Agreement will begin on the Effective Date and will remain in full force for five years from the Effective Date (the "Term"). FleetTextBooks may seek return of all copies of the Software Package in any form whether electronic, print, or otherwise made by or in the possession of the Licensee or the Authorized User within 30 calendar days of the last day of the Term.

16.2 Manager Skills Certification Textbook Credit. Upon earning of Textbook Certification Credit in accordance with Section 6 of this Agreement, the Textbook Credit will terminate 12 months from the Effective Date of this Agreement.

16.3 Counseling Services. The Counseling Services will terminate five years from the Effective Date and be limited to a maximum of eight (8) manhours and defined by FleetTextBooks in its sole discretion.

16.4 Termination. FleetTextBooks reserves the right to terminate this Agreement at any time upon a material breach of this Agreement by the Licensee and such breach is not cured within 30 calendar days after written notice from FleetTextBooks (the "Termination"). Upon written notice of the Termination, FleetTextBooks may seek return of all copies of the Software Package in any form whether electronic, print, or otherwise made by or in the possession of the Licensee or the Authorized User within 30 calendar days of the Termination.

IN WITNESS WHERE OF, the parties have duly executed and delivered this Agreement, as of the Effective date.