



11363 San Jose Blvd, Suite 301
 Jacksonville, FL 32223

Telephone 800-879-2779
 FAX 904-880-6635

AUTHORIZED SUBLICENSE AGREEMENT

| VAR NAME AND ADDRESS | CUSTOMER NAME AND ADDRESS |
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Effective this _____ day of _____, _____ (the "Sublicense Date"), VAR has agreed, subject to the following terms and conditions, to sublicense to Customer certain computer software products licensed to VAR by APPX Software, Inc., a Virginia corporation ("APPX"). For purposes of this Sublicense, the term "Authorized Software" includes certain computer software plus related documentation furnished by APPX, including but not limited to user manuals, technical manuals, system manuals, and keyboard function strips AS FOLLOWS:

| PRODUCT CODE | SOFTWARE PRODUCT | RELEASE NUMBER | MAX. USERS |
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THIS SUBLICENSE SHALL NOT BECOME EFFECTIVE UNLESS, WITHIN THIRTY (30) DAYS OF THE SUBLICENSE DATE, VAR HAS SUBMITTED THIS SUBLICENSE AGREEMENT TO APPX FOR ITS ACCEPTANCE TOGETHER WITH A COMPLETED SUBLICENSE REPORT AND THE REQUIRED SUBLICENSE FEE. FAILURE BY APPX TO REJECT WITHIN TEN (10) DAYS A SUBLICENSE THAT WAS TIMELY AND PROPERLY SUBMITTED SHALL BE DEEMED ACCEPTANCE.

Check One

ACCEPTED: _____
 REJECTED: _____

APPX:
 BY: _____
 PRINT NAME: _____
 PRINT TITLE: _____
 DATE: _____

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| For purposes of this Sublicense, the term "Specified CPU" means the following computer hardware: | | | |
| Manufacturer | _____ | Model: | _____ |
| CPU Location | _____ | CPU Serial # | _____ |
| Registration # | _____ | Network ID: | _____ |

1. **REGISTRATION.** VAR is obligated to install a permanent registration for Customer. Installation of the registration information is required in order to enable operation of the Authorized Software. Thereafter, each time the Authorized Software is operated, the screen will display the registered Customer's name. If Customer's name does not appear as the registered Customer, Customer should immediately notify VAR and APPX. If Customer has not received a permanent registration within 60 days of installation, Customer should immediately notify APPX.

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14. **CHOICE OF LAW AND FORUM; ATTORNEYS' FEES; WAIVER OF JURY TRIAL.** This Agreement shall be governed by, and construed in accordance with the substantive laws of the State of Florida. Any dispute arising under this Agreement which cannot be resolved by private agreement shall, at the option of APPX, be submitted to the Fourth Judicial Circuit of Duval County, Florida, and the parties consent and submit to the personal jurisdiction of such court. The United Nations Convention on the International Sale of Goods and the United Nations Convention on the Formation of Contracts for the translation of this Agreement may be made for convenience, but the English language version shall govern in the event of any conflict. The prevailing party in any litigation, arbitration, or other proceedings arising out of this Sublicense shall be reimbursed for all reasonable costs and expenses incurred in such proceedings, including reasonable actual attorneys' fees. APPX, VAR, AND CUSTOMER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS SUBLICENSE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (ORAL OR WRITTEN), OR ACTIONS OR OMISSIONS OF APPX, VAR, OR CUSTOMER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR APPX AND VAR ENTERING INTO THIS AGREEMENT.
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18. **NONWAIVER.** Waiver by one party of any breach of any provision of this Sublicense shall not operate or be construed as a waiver by that party of any subsequent breach.

19. EFFECT OF HEADINGS; CASES AND GENDER. The headings used in this Agreement are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provisions of this Agreement. For all purposes of this Agreement, any reference to the singular shall include the plural and any reference to one gender shall include the other.

20. SIGNATORY AUTHORITY. Each individual who executes this Agreement on behalf of a party hereto hereby certifies that he has been duly authorized to execute this Sublicense by and on behalf of such party.

IN WITNESS WHEREOF, Customer and VAR have executed this Sublicense on the dates indicated below.

VAR:

CUSTOMER:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____