

IDEAL IMPACT STEWARD RESOURCES LICENSE AGREEMENT

This Steward Resource License Agreement (the "Agreement") is made by and between Ideal Impact Inc. ("Company") and your ministry ("Licensee").

RECITALS:

- A. Company has developed Steward Resources that are used to help Company's clients maintain a more consistent mechanical schedule and better manage the operations costs of their facilities.
- B. Company desires to provide access to these resources to Licensee at no charge on the specific terms set forth in this Agreement; and
- C. Licensee wishes to license and use Steward Resources in accordance with the terms of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, and for other consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. By logging into Steward Resources you are subject to the terms and conditions of this Agreement, Company agrees to grant Licensee a limited, non-exclusive, non-transferable right to access Steward Resources solely for Licensee's internal business purposes from the Effective Date of this Agreement and for perpetuity (the "License Period"). Steward Resources is being licensed, not sold, to Licensee by the Company. The Company retains full ownership of Steward Resources for itself and expressly reserves all rights not specifically granted to Licensee in this Agreement. The license granted to Licensee herein does not include any updates, enhancements, improvements, additions, new releases or other modifications to Steward Resources that the Company may provide in the future. Licensee agrees to use Steward Resources in compliance with all applicable laws and regulations.
2. Licensee will not owe Company a licensee fee for Steward Resources. Licensee hereby assigns to Company all right, title and interest to such enhancements. Licensee specifically acknowledges and agrees that Company: (a) is under no obligation to make any changes or modifications to Steward Resources suggested by Licensee; (b) will have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee or any other party relating to Steward Resources, and (c) owns all derivatives of Ideal Scheduler and all Company Confidential Information.
3. Licensee agrees that Steward Resources is the sole property of Company and includes valuable trade secrets of Company. Licensee acknowledges that, in the course of using Steward Resources, Licensee will obtain confidential and proprietary information relating to

Steward Resources and Company (collectively, "Confidential Information"). Licensee agrees to treat Steward Resources as strictly confidential and will not, without the express written authorization of Company:

- 3.1 Sublicense, rent, lease, redistribute, demonstrate, copy, sell, provide or market Steward Resources to any third party; or
 - 3.2 Use Steward Resources for the benefit of third parties or allow third parties to use Steward Resources; or
 - 3.3 Modify, reuse, disassemble, decompile, reverse engineer or otherwise translate Steward Resources or any portion thereof.
4. In no event does Company warrant that Steward Resources is error free or that Licensee will be able to operate Steward Resources without problems or interruptions. Company will attempt to remedy all material issues that may be identified during the first ninety (90) days as quickly as possible.
5. STEWARD RESOURCES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES RELATING TO IDEAL SCHEDULER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
6. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE OR PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, MINISTRY OR BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO LICENSEE'S USE OF OR INABILITY TO USE IDEAL SCHEDULER, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER CONTRACT, TORT OR OTHERWISE) AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION WILL NOT APPLY IN SUCH JURISDICTIONS. In no event shall Company's total liability to Licensee for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of two hundred and fifty dollars (U.S. \$250.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

7. This Agreement may be terminated by either party: (a) with or without cause, upon five (5) days' written notice to the other party, and (b) within fifteen (15) days after providing written notice of a material breach of this Agreement if such material breach remains uncured. Upon any proper termination of this Agreement, the rights granted under this Agreement will terminate and Licensee will, within five (5) calendar days, return to Company any and all documentation and other materials provided by Company with respect to Steward Resources including, without limitation, all Confidential Information and all copies and extracts of the foregoing. Licensee will also permanently delete all copies of Steward Resources under Licensee's control.
8. (a) This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Texas, without reference to its conflict of laws rules, principles or provisions.

(b) In the event of any dispute arising out of or relating to this Agreement, the parties agree to exclusively use the following process in the following order for such dispute: (i) informally discuss and attempt to resolve the dispute before proceeding with any further action; (ii) in the event this is not successful, the parties agree to cooperatively arrange and participate in non-binding mediation; (iii) in the event the mediation is not successful, the parties agree to cooperatively arrange and participate in binding arbitration; (iv) in the event informal resolution, mediation and binding arbitration are not successful to resolve the dispute to the satisfaction of both parties, then (and only then) will either party have the right to pursue litigation.

(c) The exclusive venue of any action, suit or proceeding arising out of or relating to this Agreement or any rights or obligations under this Agreement shall lie solely in the courts of the State of Texas or the United States of America located in Tarrant County, Texas.

(d) The direct expenses of any mediation arising out of this Agreement shall be borne equally by the parties and shall be held in Tarrant County. Binding arbitration arising out of this Agreement shall be conducted in accordance with the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, detract from or modify any provision hereof. The arbitrator shall have the authority to order compensation and fees, including those incurred to enforce this Agreement, and interest in the event the arbitrator determines that a party has materially breached this Agreement or otherwise as required by this Agreement. Judgment may be entered on the arbitrator's award in any court having jurisdiction. The direct expenses of the arbitration proceeding shall initially be borne equally by the parties; however, the prevailing party shall be entitled to its attorney's fees and costs. Any binding arbitration arising out of this Agreement shall be held solely in Tarrant County, Texas. If any litigation is necessary and proper to enforce the terms of this the Agreement, the prevailing party will be entitled to its reasonable attorneys' fees and costs.
9. This Agreement constitutes the entire and only agreement between the parties relating to the license of Ideal Scheduler and all other prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of each party.

10. Failure of either party to enforce a right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.
11. If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.
12. Licensee agrees not to use or export Steward Resources except as authorized by United States law and the laws of the jurisdiction(s) in which Steward Resources was obtained.
13. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other party by electronic transmission (including, without limitation, via email or facsimile) and the signature transmitted by such transmission shall be deemed to be that party's original signature for all purposes.
14. EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL, BARGAINED FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.