



EXHIBIT A: LICENSED PROGRAMS and SPECIFICATIONS

POSLavu software is currently built on Apple® OS platforms and used with Apple® multi-touch devices, wireless thermal and receipt printers, . It is available at three (3) different levels of functionality, depending on the type and size of business in which it will be used. There is currently only one retail version, for smaller stores, in use.

1. Silver - For Quick-Service restaurants and small retail stores (Ex: counter-service deli, hair salon, donut shop).

Software license limits use of only 1 iPad™ at a time, 1 wireless printer, 1 cash drawer, and a maximum of 5 total users. There is no version of the iPod Touch®/iPhone® application available at this level. One location per license.

Features include:

- Remote Back-End Office with various reporting options
- Basic, intuitive interface for order-by-order sales
- Inventory system
- Timesheets, Employee Clock-In/Clock-Out
- Quickbooks Integration

2. Gold - For full-service casual dining, small to medium sized restaurants (Ex: sushi, BBQ, traditional American cafe)

Software license limits use of 2 iPad™ units at a time, 5 wireless printers, 2 cash drawers, and a maximum of 10 users. Up to 5 iPod Touch®/iPhone® units will be supported with specialized front-end software for these mobile devices. One location per license.

Features include everything from the Silver level, plus:

- Full table layout w/ backend management
- Split check function
- Order Assignment by Seat Number
- Automatic Routing to multiple printers
- Customizable Reports on the Back-End

3. Platinum - For Fine Dining and Large restaurants (multi-course French cuisine, large Italian restaurant, Steakhouse)

Software license grants unlimited iPad™ units, wireless printers, cash drawers, users, and iPod Touch®/iPhone® device support. One location per license.



Features include everything from the Gold level, plus the following features (still under development):

- Course planning, send different parts of an order at different times automatically
- Advanced inventory system, sort usage by staff member, shift and easy upload of newly purchased stock
- Upsale/Promotion feature, managed on backend to instantly prompt specials, encourage certain items
- Table Reservation system, integration with WebLavu™ website*

Changes to the description of licensed products will be provided to Reseller as necessary. This will occur as new versions of the product are rolled out. This agreement covers any new versions of the Product rolled out during the duration of this agreement.



EXHIBIT B

LICENSOR AUTHORIZED RESELLER PROGRAM

Licensor Authorized Resellers are organized into the following three tiers:

Registered Agent 20%

Quota of 50 Units or less per year

Standard Agent 25%

Quota of 51-200 Units per year

Premium Agent 30%

Quota of more than 200 per year

Reseller only receives a share of the software sale after 30 days if they refer the sale to Company, and the client does not demand a refund before the 30-day refund period is over.



EXHIBIT C

PRICING

1. General Pricing Terms

Reseller may not increase or decrease the pricing of any Licensor products at any time. All pricing is set by the Licensor.

Licensor may change its applicable pricing without notice or liability at any time prior to Order acceptance. Any Order accepted by Licensor before a price change takes effect shall be invoiced at the previous price.

Licensor may at any time remove from or add to the list of Licensed Products available for resale by Reseller as provided or made available by Licensor from time to time, in conjunction with changes to its company-wide product configurations and offerings, without advance notification to Reseller.

Reseller acknowledges its responsibility to confirm the availability of any particular Product from Licensor before placing an Order for such Product.

Any discounts provided by Licensor for products that are not part of any Pricing will be subject to Licensor's pricing and discount guidelines and shall be established at Licensor's sole discretion. Except as expressly authorized by Licensor in writing, no Pricing shall be construed as applicable to any products not listed in the authorization of such Pricing or any other modification to this Agreement.

2. Taxes

Reseller shall pay all taxes, tariffs, fees, duties, levies or other public levies imposed in connection with Reseller's activities as a Reseller in connection with this Agreement. Prices quoted pursuant to this Agreement do not include existing or future taxes, sales taxes, tariffs, fees, duties, or other levies that may be applicable to the Products sold under this Agreement. If such additional charges (but excluding taxes on Licensor's income) are required to be withheld, collected or paid, then Licensor shall be entitled to add them to the price payable by Reseller unless a valid exemption certificate is provided to Licensor.



EXHIBIT D

SALES TARGETS

All Resellers are required to sell a minimum of 10 licensed units of software or the equivalent value of 10 Silver-level licenses from any combination of licenses to achieve 10 licensed units from other levels by following these equivalency guidelines:

1 Silver license = 1 licensed unit

1 Gold license = 2 licensed units

1 Platinum license = 4 licensed units

Any Reseller must maintain minimum annual sales of the equivalent of 10 licensed units unless specifically exempted from such requirements by a separate contract between the Licensor and Reseller.

In cases of exclusivity, the Reseller must make significant progress every quarter towards capturing the determined share of total market identified in the exclusivity contract for that geographic region or market segment. The definition of significant progress is set forth explicitly in each exclusivity contract, and will be referenced on a quarterly basis to determine if exclusivity will continue to be granted for a Reseller based on performance.

A Reseller without exclusivity is expected to maintain an active sales effort at all times.

All Resellers must complete regular, online training sessions by the deadlines specified in advance by Lavu Inc.



EXHIBIT E

END USER AGREEMENT

By signing the Reseller Agreement, the Reseller also agrees to all guidelines and restrictions contained in the End User Agreement for use of the software.

TRADEMARKS and BRANDING/USAGE GUIDELINES

The POSLavu Corporate logo ("Logo") may only be used pursuant to the guidelines in this document to identify POSLavu , or POSLavu products or services. Any use that falls outside what is outlined herein is strictly prohibited.

1. The Logo may be used by LICENSORS only to refer to POSLavu : (i) in advertising, marketing collateral, or a Web site that states the LICENSOR's connection with POSLavu (for example, the material states that the LICENSOR is an authorized reseller of POSLavu products), or (ii) in an area of a Web site, advertising, or marketing collateral exclusively dedicated to the sale of POSLavu products, and in such a manner that associates licensed POSLavu software with the POSLavu corporate logo.
2. The Logo may not be used on any LICENSOR product casing or packaging.
3. The Logo may not be used in any manner that might imply that any non-POSLavu materials-including but not limited to goods, services, Web sites, or publications-are sponsored by, endorsed by, licensed by, or affiliated with POSLavu.
4. The Logo may not be displayed as a primary or prominent feature on any non-POSLavu materials. Companies that use the Logo pursuant to these guidelines must also display, in the primary and more prominent position, their own logo(s), business name, product names, or other branding.
5. The Logo may not be imitated or used as a design feature in any manner.
6. The Logo may not be used in a manner that would disparage POSLavu or its products or services.
7. The Logo must be used as provided by POSLavu without changes including, but not limited to changes in the color, proportion, or design, or removal of any words, artwork, or trademark symbols. The Logo may not be animated, morphed, or otherwise distorted in perspective or appearance.
8. The Logo must always be at least 60 pixels in width.
9. The Logo must appear only in a horizontal position.
10. The Logo must stand alone and may not be combined with any other object, including but not limited to other logos, words, graphics, photos, slogans, numbers, design features, or symbols. The Logo must never be used to represent the word POSLavu in text, including in a headline, product-name logotype, or body copy.



11. The Logo must not be incorporated or used in any manner as part of, or in close proximity to another company's name, domain name, product or service name, logo, trade dress, design, slogan, or other trademarks. The Logo must never appear with any other symbol or icon (except the registered trademark symbol); contained within a box, circle, or other shape; or combined with any other name, logo, or icon to create a co-branded logo.
12. The attribution clause "*POSLavu is a trademark of the Lavu, Inc.*" must accompany use of the Logo.
13. Neither the Logo nor the POSLavu name may be used in any LICENSOR company name, product name, service name, domain name, Web site title, publication title, or the like.
14. LICENSOR advertising and product information should not mimic any POSLavu advertising, product packaging, or Web site design.

POSLavu reserves the right in at its sole discretion to terminate or modify permission to display the Logo, and may request that you modify or delete any use of the Logo that, in the POSLavu's sole judgment of POSLavu, does not comply with these guidelines, or might otherwise impair POSLavu's rights in the Logo. POSLavu further reserves the right to object to unfair uses or misuses of its trademarks or other violations of applicable law.

Additional Guidelines for Advertising Collateral, Marketing, and Product Packaging

- Do not imitate POSLavu logos, logotypes, trade dress, or other elements of POSLavu product packaging and Web sites in any of your materials, including advertising, product packaging, Web sites, and promotional materials.
- Do not use any POSLavu trademark in any manner that expresses or implies POSLavu affiliation, sponsorship, endorsement, certification, or approval of your product or company. The only exception to this applies to specific products that are licensed to use one of the POSLavu compatibility logos, such as the Designed for Apple® Multi-touch Devices logo.
- Do not place your company name, trademarks, service marks, or product names next to (or combine them with) a POSLavu product name on packaging, disk labels, or advertisements, unless it is used in conjunction with "An Authorized Reseller for POSLavu.
- Do not use any POSLavu trademark in such a manner that it appears POSLavu is legally associated with your company, beyond your company's authorization to distribute authentic POSLavu products.



- Do not market your products or services under names that are confusingly similar to the names of those POSLavu products you are licensed to distribute.
- Display your company or product name more prominently than any POSLavu trademark on all materials.
- Retain all copyright, trademark, and patent notices in POSLavu software and documentation from POSLavu. You must comply with any notice from POSLavu to change any of the copyright, trademark, or patent notices.
- Market POSLavu products under the name and version numbers identified by POSLavu, and designate POSLavu trademarks with the appropriate ® and ™ symbols.
- If requested, you must supply POSLavu with samples of finished product and marketing materials that contain any POSLavu trademarks prior to shipping them.
- If you are aware of any trademark infringement actions that arise from your use of the POSLavu product name, advise POSLavu promptly.



EXHIBIT G TRADEMARK LICENSE AGREEMENT

THIS AUTHORIZED RESELLER AGREEMENT is entered into as of this ____ day of _____, 20____ ("Effective Date") between _____, a _____ with principal place of business at _____ ("Reseller"), and Lavu, Inc., a New Mexico Corporation doing business as POSLavu with principal place of business at 8131 Corte Del Viento NW, Albuquerque, NM 87120 ("Licensor"). (Licensor and Reseller hereafter individually a "Party" and collectively "the Parties").

WHEREAS, Licensor owns good and valuable Licensor Marks and logos; and

WHEREAS, Reseller wishes to use the Licensor Marks described in Schedule A attached hereto (the "Licensor Marks") in conjunction with the Reseller Agreement and in accordance with Licensor's terms and conditions described below.

NOW THEREFORE, the Parties hereby agree as follows.

1. Grant of License. Subject to and conditioned on compliance with this License Agreement, Licensor hereby grants Reseller a non-exclusive, royalty-free right to use the Licensor Marks listed in Schedule A attached hereto for the purposes contemplated in the Reseller Agreement, and otherwise in order to fulfill its obligations thereunder. All rights of ownership and use of the Licensor Marks and any translations or derivative works thereof shall at all times remain vested solely and exclusively in Licensor. Reseller has no right to use any Licensor Marks, service marks, logos or any other Licensor intellectual property other than as specifically stated in this Agreement and in Schedule A, without Licensor's prior express written permission.

2. TRADEMARK USE

2.1. Reseller shall include appropriate trademark attribution language in close proximity to its first use of the Licensor Marks in any medium (including any screen display), or in a location to which users are directed for statements concerning ownership of Reseller intellectual property rights. In any other use of the Licensor Marks, Reseller shall include appropriate trademark attribution language in all promotional materials as more stated in Licensor's branding guidelines which Licensor shall make available to Reseller.



2.2. Reseller may not use or reproduce the Licensor Marks in any way other than as provided in Licensor's branding guidelines, which Licensor may modify from time to time in its discretion. In no event shall Reseller use the Licensor Marks to imply or give the impression that Reseller is anything other than a licensed distributor of the Software defined in the Reseller Agreement.

2.3. Reseller shall supply Licensor with a specimen of each of its uses of the Licensor Marks for Licensor's approval before first public release of such use as specified in Section 2.4 of the Reseller Agreement.

3. OWNERSHIP OF LICENSOR MARKS

3.1. All ownership rights in the Licensor Marks belong exclusively to Licensor. Reseller has no ownership rights in the Licensor Marks and shall acquire no ownership rights in the Licensor Marks as a result of its performance (or breach) of this License Agreement. All use of the Licensor Marks or variations thereon shall inure solely to the benefit of Licensor. Upon termination of this License Agreement all rights of Reseller to use the Licensor Marks shall terminate immediately except as otherwise provided herein.

3.2. Reseller agrees:

- to take no action that will interfere with any Licensor rights in and to the Licensor Marks;
- not to challenge Licensor's right, title or interest in and to any of the Licensor Marks or the benefits therefrom;
- not to make any claim or take any action adverse to Licensor's ownership of the Licensor Marks;
- not to register or apply for registrations, anywhere, for the Licensor Marks or any other mark similar to or which incorporates the Licensor Marks;
- not to use any mark which is confusingly similar to the Licensor Marks; and
- on Licensor request to sign any documents, including assignments, that may be necessary for Licensor to secure and maintain its ownership in the Licensor Marks.

3.3. During and after the term of this License Agreement, Reseller shall assist Licensor as necessary to procure and/or expand any protection of the Licensor Marks, including trademark and domain name registration, and Reseller agrees to execute all documents deemed reasonably necessary to procure such protection in Licensor's name. Licensor shall reimburse Reseller for reasonable expenses incurred in assisting Licensor pursuant to the provisions of this paragraph.



4. TRADEMARK PROTECTION

4.1. Reseller shall notify Licensor within ten (10) business days if Reseller learns of:

- any uses of, or any application or registration for, a trademark, service mark or trade name that conflicts with or is confusingly similar to the Licensor Marks;
- any acts of infringement or unfair competition involving the Licensor Marks; or
- any allegations or claims whether or not made in a lawsuit, that use of the Licensor Marks by Licensor or Reseller infringes the trademark or service mark or other rights of any other entity.

4.2. Licensor may take whatever action it deems necessary or desirable to protect the validity and strength of the Licensor Marks, at its expense. Reseller shall at Licensor's expense comply with all reasonable requests from Licensor for assistance in connection with any action regarding Licensor Marks that Licensor may take.

4.3. Reseller shall not institute or settle any claims or litigation affecting any rights in and to the Licensor Marks without Licensor's prior written approval.

5. WARRANTIES; LIMITATION OF LIABILITY

5.1. Licensor makes no warranties of any kind as to the Licensor Marks, including the validity of Licensor's rights in the Licensor Marks in any country, and disclaims any and all warranties otherwise imposed or implied by applicable law, including warranties against infringement of third-party marks and similar rights.

5.2. In no event shall Licensor be liable for any damages (including, without limitation, loss of profits) arising from or related to Reseller's use of the Licensor Marks, even if Licensor has been advised of the possibility of such damages.

6. Life of Agreement. The term of this License Agreement shall be contemporaneous with the term of the Reseller Agreement; provided, however, that either Party shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice. If the Reseller Agreement is terminated or expires, this License Agreement shall likewise contemporaneously terminate or expire and be of no further force and effect. From and after termination or expiration of this License Agreement, Reseller shall cease and desist from all use of the Licensor Marks. If Reseller breaches this License Agreement, Licensor shall notify



Reseller of the breach in writing, and Reseller shall have thirty (30) days from receipt of such notice to cure the breach. If Reseller fails to do so, then it shall cease use of the Licensor Marks immediately thereafter.

7. Assignability. This License Agreement shall bind the successors and assigns of both Parties. Reseller shall not assign, sublicense, make available or otherwise transfer or disclose any right to use or otherwise enjoy any Licensor Mark without Licensor’s prior written consent.

8. Governmental Licenses, Permits and Approvals. Reseller shall, at its expense, obtain and maintain all licenses, permits and approvals required by all governmental authorities with respect to this License Agreement. Reseller shall comply with any requirements of such governmental authorities for the registration or recording of this License Agreement. In fulfilling this requirement, Reseller shall, enter into and file, if possible, a substitute document such as a Trademark User Agreement, in place of this Agreement, in order to obtain the benefits of filing without actually filing this Agreement. At Licensor's request, Reseller shall furnish to Licensor written evidence from such governmental authorities of any such licenses, permits, clearances, authorizations, approvals, registration or recording.

9. Survivability. Rights and obligations under this License Agreement which by their nature should survive, including, but not limited to, all rights and obligations in Sections 3, 5, 6, 7, 9, 10, and 11 will remain in effect after termination or expiration hereof.

10. Governing Law, Dispute Resolution & Relationship of the Parties. The governing law, dispute resolution and Relationship of Parties provisions in the Reseller Agreement control this Agreement.

11. Conflicts. Should there be any conflict between this License Agreement and the Reseller Agreement regarding any matter relating to the Licensor Marks or any other mark, design or trade dress of Licensor, this License Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement by their respective duly authorized representatives to be effective as of the Effective Date first written above.

Lavu, Inc. DBA POSLavu

Reseller

Signature: _____

Signature: _____

Printed Name: _____

Printed Name:

POS

LAVU

Title: _____

Date: _____

Title: _____

Date: _____