_____

Deneb Software License

DEFINITIONS

This Agreement is between Deneb, Inc. ("Licensor") and "You" (the purchaser).

The "Software" includes all "Programs", on-line help files, and supplemental files supplied on media or on any hosted system, and all information contained in the "Getting You Started Guide" furnished, as well as any portions thereof and subsequent corrections or updates which may be provided.

"Supplier" means the party from whom you obtained the Software.

The "Programming Language Vendor" is the entity which supplies the programming language used to write the Programs.

A "Single Computer System" consists of at least one or more video terminals which through a shared central processing unit, access the Programs from one or more common drives. On a hosted system, a "Single Computer System" would be a portion of the hosting server dedicated for access by you to house data storage related to the use of Deneb Software.

YOUR RIGHTS

You may use the Software for your own administrative and/or accounting purposes on a Single Computer System only. No other rights to use the Software are implied.

For back-up and archives purposes only, you may make up to three copies of the Programs or the data stored on a hosted system. You may not copy the Getting You Started Guides or other printed media.

In the event the Single Computer System on which you normally use the Software temporarily malfunctions, you may suspend use of the Software on that Single Computer System and may temporarily use the Software on a different Single Computer System until such malfunction is corrected.

At any time during the term of this license, you may discontinue use of the Software on the original Single Computer System and resume use of the Software on a different Single Computer System, provided (a) you are a current subscriber to the DENEB Software Update License Agreement; and (b) any fees required for the change of CPU type or Operating System according to the current DENEB price list are paid.

You may not make copies of any portion of the Software to give, sell, sublicense or otherwise transfer to any third party, or to use on more than one Single Computer System, except that you may transfer this license and the Software to a third party provided: (a) such third party agrees to all the terms and conditions of this license; and pays the current License Transfer Fee to Deneb; (b) DENEB, Inc. is notified in writing of the serial number of the Software transferred and the names and addresses of the old and new users; (c) you retain no copies of the Software; and (d) all rights of the original licensee (you) terminate.

COPYRIGHT AND TITLE

When initially started, the Software may exhibit a copyright notice naming a party other than Licensor before copyright notice appears. The part named in such non-Licensor notice (if any) is the Programming Language Vendor. The portion of the Software which exhibits such notice (if any) is the proprietary property of the Programming Language Vendor, and such portion is included as part of the Software under license with such vendor.

With the exception of any portion of the Software which may display the Programming Language Vendor's copyright notice, all copyright and other proprietary rights in the Software are and remain the valuable property of Licensor.

_____

_____

You may not alter or remove any copyright notices from any portion of the Software, and you must include facsimiles of such notices on any copies you make of the Software.

OPERATING SYSTEM AND PREPARATORY PROCEDURES

A compatible computer system with compatible operating system is required to use the Software, and no operating system is supplied as part of the Software. Appropriate operating system software will be maintained by Supplier on servers hosting application software.

LIMITED WARRANTY FOR MEDIA AND DOCUMENTATION

The media on which the Programs are furnished and the printing quality of Getting You Started Guides or other printable media are warranted to be free of defects in workmanship and materials under normal use for a period of ninety days from the date of purchase as evidenced by a copy of your receipt. If any media does not meet this warranty, your sole remedy will be to return such media to Supplier for free replacement.

This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

The software is provided "as is" without warranty of any other kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to quality and performance of the software is with you. Should the software prove defective following its purchase, you assume the entire cost of all necessary service, repair or correction, and not the Licensor, the Programming Language Vendor, (if any) or the Supplier. (Some states do not allow the Exclusion of Implied Warranties, so this exclusion may not apply to you.)

No warranty is made that the functions or performance of the Software will meet your requirements or that the operation of the Software will be uninterrupted or error free.

You are responsible for determining whether the Software is suitable for your purpose, and whether it will achieve your intended results. Functional descriptions and working demonstrations of the Software should be available from Supplier.

No warranties or promises are made hereunder that the Licensor, the Programming Language Vendor, or the Supplier will assist you in the installation, servicing, repair or correction of the Software. If any such assistance is desired, you are responsible for obtaining such outside the scope of this Agreement.

LIMITATION OF LICENSOR'S, PROGRAMMING LANGUAGE VENDOR'S AND SUPPLIER'S LIABILITIES

In no event will the Licensor, the Programming Language Vendor (if any) or Supplier be liable to you for any damages, including any lost data or lost profits or lost savings or other incidental or consequential damages, arising out of or in connection with the use or inability to use or the performance or lack thereof of the software or arising from the negligence of the Licensor, the Programming Language Vendor or the Supplier, their employees, officers, directors or consultants, even if the Licensor, the Programming Language Vendor or the Supplier has been advised of the possibility of such damages. Nor will the Licensor, the Programming Language Vendor (if any), or Supplier be liable for any claim or demand related to the software made against you by any other party. (Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so this limitation or exclusion may not apply to you.)

_____

_____

UPDATE POLICY

Licensor may, in its sole discretion, notify you of and license your use of PRODUCT UPDATES
and/or NEW RELEASES at the current prices for such PRODUCT UPDATES and/or NEW RELEASES. In order
to be advised you must have completed the Software Registration Form. All PRODUCT UPDATES and NEW
RELEASES provided shall be governed by the same terms as this license.

TERM

This license is effective until terminated as provided below.

You may terminate this license at any time by written notice to Licensor.

This license and the rights granted hereunder shall automatically terminate in the event you neglect or fail to
perform or observe any material term or obligation set forth in this Agreement.

Upon termination of this license, you shall immediately discontinue all use of the Software, and shall destroy all
your copies of the Software. In the case of users terminating the use of hosted applications, any data stored will be
removed from the hosting server within a reasonable time frame as agreed by all parties concerned.

GENERAL

This Agreement is governed by the laws of the State of Ohio.

Should any of the provisions of this Agreement be found to be invalid by any court of competent jurisdiction, the
remainder of this Agreement shall nonetheless remain in full force and affect.

This Agreement supersedes all prior agreements and understandings, oral or written, between you, the Licensor and
Supplier relating to the Software, and is intended as the complete and exclusive statement of the terms of this license
and Agreement.

Any questions concerning this Agreement should be addressed to:

> Deneb, Inc.
> 16824 Ave. of the Fountains, Ste. 23
> Fountain Hills, AZ 85268
> 480-836-1577

_____

_____

Deneb Software Update License Agreement

The Software Update License Agreement (SULA) shall be valid for one year upon receipt of the enclosed application and any monies due Deneb, Inc. This is the "Software Update Licensing Period".

ENHANCEMENTS

In the event that Deneb has made Enhancements to the applications licensed by Licensee, such Enhancements will be made available to Licensee at no additional fee except reasonable distribution media, documentation, handling, installation/assistance and shipping charges.

UPDATES

In the event Licensee suspects there may be a defect in the Licensed Software supplied by Deneb, Inc., Licensee may report such suspected defect to Deneb in writing. Upon receipt of such written report and provided all Licensee's obligations hereunder have been met and all monies due Deneb have been paid, Deneb shall attempt to verify such defect. If Deneb's analysis indicates such defect actually exists in an unaltered version of the Licensed Software when used with the Programming Language(s) and Operating System(s) listed on the License Registration Form, then as Deneb's sole liability and as Licensee's sole remedy, Deneb shall provide Licensee with a "correction" for such defect in Deneb's choice of either written or magnetic media format.

Updates delivered in written format shall be at no additional charge. Updates delivered in magnetic media form shall be at no additional fee except reasonable distribution media, documentation, handling, installation/assistance and shipping charge, and Deneb may, at its option, require that any charges for Updates be paid prior to their delivery. In the event Deneb does not require prepayment, Licensee agrees to pay such charges within ten calendar days of receipt of invoice thereof.

GENERAL

The Software Update License Agreement is not transferable to any sub licensee or assignee.

The fee for the Software Update License Agreement will be the current Software Update License price as published by Deneb, as of the date of agreement or renewal. This agreement should be renewed on a year-to-year basis by payment of the applicable fee.

_____