

COMPUTER SOFTWARE LICENSING AGREEMENT

THIS AGREEMENT is entered into this date, by and between Licensor, and Licensee.

WITNESSETH:

WHEREAS, Licensor is engaged in the business of designing and developing computer-related software related products and has created and developed a software package called SB Pro that is intended to allow end-users build and maintain web sites and is described in greater detail in the attached Exhibit "A" (the "Software"); and

WHEREAS, Licensee desires to utilize such Software on their own server(s);

WHEREAS, Licensor and Licensee believe it is in their mutual interest and desire to enter into an agreement whereby Licensee would use Licensor's Software on its server pursuant to the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the parties hereto agree as follows:

1. LICENSE

A. Licensor hereby grants to Licensee, for the term of this Agreement, a nonexclusive, nonassignable, right and license to use the Software in connection with its business on its server or servers.

B. This license is expressly limited to a single server for the Starter license or unlimited servers for the Professional and Enterprise licenses.

C. No right or license is being conveyed to Licensee to use the Software at any additional servers. Licensee is prohibited from distributing any copies, archival or otherwise, of the Software. Licensee is further prohibited from using the Software in any manner other than as described above.

2. TERM

This Agreement shall be effective as of the date of execution by both parties and shall extend indefinitely.

3. COMPENSATION

A. In consideration for the licenses granted hereunder, Licensee agrees to pay to Licensor the License Fee recited in Schedule A (the License Fee).

4. CONFIDENTIALITY

A. Licensee recognizes that the Software is the proprietary and confidential property of Licensor. Accordingly, Licensee shall not, without the prior express written consent of Licensor, during the term of this Agreement, disclose or reveal to any third party or utilize for its own benefit other than pursuant to this Agreement, any Software provided by Licensor concerning Products, provided that such information was not previously known to Licensee or to the general public. Licensee further agrees to take all reasonable precautions to preserve the confidentiality of Licensor's Software and shall assume responsibility that its employees, sublicensees, and assignees will similarly preserve this information against third parties. The provisions of this clause shall survive termination of this Agreement.

B. Licensee shall take no steps in attempting resell and distribute copies of the software.

5. INSTALLATION, TRAINING, AND ACCEPTANCE

A. Licensor shall install the Software on Licensee's server in accordance with the Delivery Schedule recited in Schedule A attached hereto (for Professional and Enterprise licenses only). At the time of such installation, Licensor shall provide Licensee with appropriate documentation for the Software.

D. In the event that Licensee fails to notify Licensor of any difficulties or problems with the Software within 14 days after installation thereof, Licensee shall be deemed to have accepted the Software. Prior to acceptance of such Software, Licensor shall have the right to repair or replace the Software at its discretion. Upon acceptance of such Software, Licensor shall be under no obligation to repair or replace such Software except as provided for in the Warranty provision in this Agreement.

6. WARRANTIES

A. Licensor further represents and warrants that it has no actual knowledge that the Software infringes any valid rights of any third party.

B. Licensor warrants that the Software will perform in accordance with the specifications provided by Licensor to Licensee, a copy of which will be added to this Agreement. **THE WARRANTY PROVIDED FOR HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THAT MAY ARISE EITHER BY AGREEMENT BETWEEN THE PARTIES OR BY OPERATION OF LAW, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

C. In the event of a claim by Licensee under this warranty, Licensor shall have the option to either repair or replace the Software. In the event that Licensor fails to repair or replace the Software within a reasonable period, Licensee's sole recourse shall be to terminate the Agreement and Licensor's sole obligation shall be to return any Licensee and Installation Fees paid by Licensee. In no event shall Licensor be liable for any incidental, consequential, or punitive damages as a result of its performance or breach of this Agreement.

7. IMPROVEMENTS/UPDATES

Any improvements or modifications released as updates made by Licensor to the Software shall be promptly provided to Licensee and shall be automatically included in this Agreement assuming the Licensee has renewed their yearly license fee.

8. TERMINATION

The following termination rights are in addition to the termination rights that may be provided elsewhere in the Agreement:

A. *Right to Terminate Upon Notice.* Either party may terminate this Agreement on 14 days' written notice to the other party in the event of a breach of any provision of this Agreement by the other party, provided that, during the 14-day period, the breaching party fails to cure such breach.

B. *Licensee Right to Terminate.* Licensee shall have the right to terminate this Agreement at any time on 3 months' written notice to Licensor for any reason.

9. POSTTERMINATION RIGHTS

A. Upon the expiration or termination of this Agreement, all rights granted to Licensee under this Agreement shall forthwith terminate and immediately revert to Licensor and Licensee shall discontinue all use of the Software and the like.

B. Upon expiration or termination of this Agreement, Licensor may require that Licensee transmit to Licensor, at no cost, all material relating to the Software, provided, however, that Licensee shall be permitted to retain a full copy of all material subject to the confidentiality provisions of this agreement.

10. INDEMNITY

Licensor agrees to defend, indemnify, and hold Licensee, and its officers, directors, agents, and employees, harmless against all costs, expenses, and

losses (including reasonable attorney fees and costs) incurred through claims of third parties against Licensee based on a breach by Licensor of any representation and warranty made in this Agreement as well as for any third-party claim for infringement of its intellectual property rights based on Licensee's use of the Software.

11. JURISDICTION AND DISPUTES

A. This Agreement shall be governed by the laws of Delaware, US.

B. All disputes hereunder shall be resolved in the applicable state or federal courts of Delaware, US. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

12. AGREEMENT BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

13. WAIVER

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

14. SEVERABILITY

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

15. ASSIGNABILITY

The license granted hereunder is personal to Licensee and may not be assigned by any act of Licensee or by operation of law unless in connection with a transfer of substantially all the assets of Licensee or with the consent of Licensor.

SCHEDULE A
TO
SOFTWARE LICENSE AGREEMENT
DATED date
BETWEEN
Licensor

AND
Licensee

1. USER FEE

- Starter: \$159
- Professional : \$599
- Enterprise: \$2499
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5. DELIVERY SCHEDULE

Licensee agrees to install the Software on Licensee'S server within 3 working days after execution of this Agreement.

6. FEE PAYMENT SCHEDULE

The full license is fee is due before receiving the software