SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is made upon acceptance of this form, among DeMichele Systems, Inc. ("DeMichele Group"), and the individual accepting the terms and conditions of this form ("Licensee"). Licensee acknowledges they are acting in behalf of their employer and or owner of the company and equipment in which the software shall be installed.

WITNESSETH

WHEREAS, DeMichele Group has the right to market and license to Licensee the software (hereinafter "Software") described in the "Level Comparison" document, which is attached and incorporated as part of this Agreement; and

WHEREAS, DeMichele Group represents that DeMichele Group is the sole and exclusive owner and developer of the Software; and

WHEREAS, Licensee desires to license the Software from DeMichele Group pursuant to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the foregoing and the mutual promises, terms, and conditions as herein provided, the parties hereto agree as follows:

I. LICENSE. Conditional upon acceptance of this Agreement, DeMichele Group shall grant Licensee a non-exclusive, non-transferable, license to use, subject to the terms and conditions of this Agreement, the Software (in object code) described in the "Level Comparison". Under the present Software format, manuals are not necessary to use the Software. Manuals do not presently exist; however, if manuals are developed and distributed for use in combination with the Software, Licensee shall, at that time, also receive a non-exclusive, nontransferable license to use such manuals.

II. PAYMENTS. For the license granted pursuant to this Agreement, Licensee shall pay DeMichele Group the license fee payments in the amount and in accordance with the schedule set forth at Schedule 1 hereof, which may be amended (increased or decreased) by DeMichele Group upon thirty (30) days' prior written notice. Licensee shall also pay, and hold DeMichele Group harmless, from any tax or similar assessment required to be paid, now or in the future, by any federal, state or local governing body with respect to any Software or manuals licensed hereunder; provided, however, that DeMichele Group shall pay any federal, state, or local income tax obligation which DeMichele Group incurs as a result of Licensee's payment of the fees provided for in this Agreement.

III. INITIAL INSTALLATION AND SUBSEQUENT UPDATES. Licensee shall be granted a Software License code and commence use of Software providing the Licensee is current on all billing with the DeMichele Group, has properly completed and forwarded copies of the Price Schedules / Test Drive request to the DeMichele Group. Providing all aforementioned conditions are, satisfied DeMichele Group will provide all Software updates via United States Postal service and Internet Postings on the DeMichele Group website (www.demichelegroup.com).

IV. TRAINING. Training as described in Schedule 1 is optional and will be conducted periodically on an as needed basis. The training shall be conducted by DeMichele Group, and or a third party provider. There will be a predetermined charge for this training session to cover the expenses for conducting the session.

V. SUPPORT. During the term of this Agreement, DeMichele Group shall:

A. Correct or repair any error (defined as a failure of the Software to perform in accordance with its applicable documentation) contained in any current version of the Software; provided that Licensee gives DeMichele Group written notice of the error.

B. Provide Licensee, by telephone during DeMichele Group normal business hours, with advice and answers to questions, which Licensee may have concerning the use of any Software licensed hereunder.

VI. TERM AND TERMINATION.

A. After the first twelve (12) months following delivery of the Software and contingent upon Licensee's payment of all fees required through the expiration of such twelve (12) month period, this Agreement shall renew for successive twelve (12) month periods unless no later than ninety (90) days prior to the expiration of any such renewal term Licensee gives DeMichele Group written notice of termination and prior to such termination Licensee returns to DeMichele Group the original and all copies of the Software and manuals which may have been distributed to Licensee. Such termination shall be effective only upon DeMichele Group's receipt of the Software and manuals and all fees required to be paid through the effective date of termination.

B. Either Licensee or DeMichele Group may terminate this Agreement at any time for material breach. As a condition to either party terminating this Agreement for material breach, such party must provide the breaching party with thirty (30) days prior written notice and an opportunity to cure the breach within said thirty (30) day period. If the breach is cured within said thirty (30) day period, then termination shall not be allowed for the breach at issue.

C. Unless terminated pursuant to Section 5(a) or 5(b) hereof, this Agreement shall continue perpetually until terminated by DeMichele Group by giving Licensee written notice of such termination no later than one (1) year prior to such termination. Upon any termination, expiration, or cancellation, Licensee shall make no further use of any and all Software or manuals, including all copies thereof and whether or not included within any modifications, and shall promptly return all such Software, manuals, and copies to DeMichele Group with a letter from an officer of Licensee verifying that all such materials have been returned. Termination of this Agreement shall in no way affect the rights of any party resulting from any breach hereof.

VII. CONFIDENTIALITY. The Software, manuals, including all parts thereof, and all information contained therein (hereinafter “Software Property”), whether or not copied or enhanced or included in any modification, is and shall remain the sole property of DeMichele Group and shall be treated by Licensee as highly confidential. Licensee shall use the Software Property only for its own internal operational purposes. Except as expressly provided in this Section 6, Licensee shall not make, or allow to be made, any disclosure of the Software Property except to those of its employees or agents having an operational need to have such access. Licensee shall advise, in writing, each employee and agent granted such access that the Software Property belongs solely to DeMichele Group and is highly confidential and that no use or disclosure is to be made thereof except as directed by Licensee. Licensee may make only such copies of any part of the Software Property as Licensee reasonably deems necessary and only for the purpose of backup or modification. Licensee’s obligations to maintain the confidentiality of DeMichele Groups confidential information shall survive any expiration, termination, cancellation, assignment, sublicense, or transfer of this Agreement or any part hereof.

VIII. NON-COMPETE. The Licensee herby agrees not to solicit commission or undertake any efforts to decompile, reverse engineer or develop any product that competes in any respect with the features of the Software as detailed in the product summary. Any Licensee currently involved in such endeavors shall not legally install Software. DeMichele Group retains the right to immediately terminate this agreement and all support for Software from any Licensee in violation of this understanding.

IX. INDEMNIFICATION. Subject to the limitations set forth in Section 9 hereof, DeMichele Groups shall, at Licensee’s written request, defend and hold licensee harmless with respect to any and all claims filed against Licensee in a court of competent jurisdiction, if and to the extent such claims are based upon allegations that any current version of the Software or manuals licensed hereunder infringe any United States patent or copyright or violate any trade secret or other proprietary rights in the confidential information of any person, firm, or corporation. Licensee shall provide all reasonable assistance requested by DeMichele Groups to settle or defend any claim referenced in this Section 7. DeMichele Group, at its option, shall be permitted sole control of the defense of any such claim and all negotiations for its settlement of compromise. If, in DeMichele Groups’ opinion, any Software or manuals, or any part thereof, is likely to become the subject of a claim referenced herein, then DeMichele Group may, at its discretion, replace or modify the Software, manuals to make them no infringing, or nonvolatile. THIS SECTION STATES THE EXCULSIVE REMEDY OF LICENSEE WITH RESPECT TO ANY BREACH OF ANY WARRANTY OF TITLE, ANY INFRINGEMENT OF ANY COPYRIGHTS OR PATENTS, OR ANY VIOLATION OR INFRINGEMENT OF ANY TRADE SECRETS OR OTHER PROPRIETARY RIGHTS IN OR TO CONFIDENTIAL INFORMATION REGARDLESS OF THE FORM OF ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE.

X. WARRANTIES AND EXCLUSIVE REMEDIES.

A. If Licensee terminates this Agreement pursuant to Section 5, DeMichele Group shall have no obligation to refund the sign-up fee payment paid by Licensee pursuant to this Agreement, but shall refund any prepaid license fees provided that Licensee has returned to DeMichele Group the Software and all manuals and other materials related thereto. EXCEPT WITH RESPECT TO INDEMNIFICATION PROVIDED AS IN SECTION 7 HEREOF, THIS SECTION 8 PROVIDES LICENSEE’S EXCLUSIVE REMEDY FOR ANY CLAIM WHICH IS RELATED, DIRECTLY OR INDIRECTLY, TO THE PERFORMANCE OR NONPERFORMANCE OF ANY SOFTWARE PROVIDED HEREUNDER OR WHICH IS OTHERWISE RELATED, DIRECTLY OR INDIRECTLY, TO THE EXECUTION, PERFORMANCE, OR SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE.

B. DEMICHELE GROUP LICENSES THE SOFTWARE AND MANUALS AND AGREES TO PROVIDE THE SERVICES REFERENCED HEREIN WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND WITH RESPECT TO ALL SUCH MATTERS HEREBY EXPRESSLY EXCLUDES ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

XI. LIMITATION OF LIABILITY. DEMICHELE GROUP TOTAL LIABILITY, FOR ANY COST, LOSS, DAMAGE, OR OTHER POTENTIAL OR ACTUAL EXPENSE WHICH IS IN ANY WAY RELATED, DIRECTLY OR INDIRECTLY, TO THE EXECUTION, PERFORMANCE, OR SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE TOTAL LICENSE FEES PAID BY LICENSEE TO DEMICHELE FOR THE CURRENT BILLING PERIOD, HEREUNDER, REGARDLESS OF THE FORM OF ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, NOTWITHSTANDING ANY OTHER PROVISION CONTAINED WITHIN THIS AGREEMENT, THE DEMICHELE GROUP SHALL BE LIABLE IN ANY WAY FOR ANY LOST PROFITS OR CONSEQUENTIAL DAMAGES EVEN IF DEMICHELE GROUP IS INFORMED,OR IS OTHERWISE AWARE OR SHOULD BE AWARE, OF THEIR LIKELIHOOD OR POSSIBILITY. LICENSEE HEREBY DISCHARGES AND RELEASES DEMICHELE FROM ANY AND ALL CLAIMS RELATED DIRECLTY OR INDIRECTLY TO THE PERFORMANCE OR NONPERFORMANCE OF THE SOFTWARE, TO ANY MISREPRESENTATION ALLEGED TO EXIST IN ANY MANUALS OR PROMOTIONAL MATERIALS, TO ANY CLAIMS REFERENCED IN SECTION 7 HEREOF, OR SOLELY TO DEMICHELE GROUP FOR ANY AND ALL REMEDIES.

XII. GENERAL. Licensee shall not assign, sub-license, or transfer this Agreement, or any rights or obligations hereunder, in whole or in part, without obtaining the prior written consent of the DeMichele Group, which consent shall not be unreasonably withheld. No amendments, modifications, additions, or deletions to this Agreement shall be binding unless they are in writing and signed by parties hereto. This Agreement shall be governed by and interpreted under the laws of the State of Arizona. Jurisdiction over any claim brought by Licensee, which is related directly, or indirectly to this Agreement or the subject matter hereof shall be limited to the closest state or federal court to Phoenix, Arizona. In any legal action relating to this Agreement, the prevailing party shall be entitled to recover its court costs, expenses, and attorney's fees. The parties hereto acknowledge that they have read this Agreement, understand it, and agree to be bound by all of its terms and conditions, and further agree that it constitutes the complete and exclusive statement of the Agreement between the parties, which supersedes all prior and concurrent proposals and representations whether oral or written, and all other communication between the parties relating to the subject matter of this Agreement. COMPLIANCE WITH LAWS. You agree to comply with all local laws and regulations regarding the download, installation, and/or use of the Software.

XIII. MISCELLANEOUS PROVISIONS

A. Entire Agreement. These Terms and Conditions constitute the entire agreement between Licensee, DeMichele Group relating to the Software and govern your use of the Software, superseding any prior or contemporaneous agreements between each of you regarding the Software.

B. Choice of Law and Forum. These Terms and Conditions and the relationship between the parties shall be governed by the laws of the State of Arizona without regard to its conflict of law provisions. The parties agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Maricopa, Arizona.

C. Waiver and Severability of Terms. The failure of the DeMichele Group to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions shall remain in full force and effect. D. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Software or these Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

XIV. IN WITNESS WHEREOF, the parties hereto have executed this SOFTWARE LICENSE AGREEMENT on the dates first above indicated.