SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is made upon acceptance of this form, among Kawneer Company, Inc ("Kawneer"), 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, Kawneer 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 Kawneer 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:

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II. PAYMENTS. For the license granted pursuant to this Agreement, Licensee shall pay Kawneer 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 Kawneer upon thirty (30) days' prior written notice. Licensee shall also pay, and hold Kawneer and 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 Kawneer and DeMichele Group shall pay any federal, state, or local income tax obligation which Kawneer or 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 Kawneer and the DeMichele Group, has properly completed and forwarded copies of the Price Schedules / Test Drive request to Kawneer and 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 Kawneer's Area Specialist and 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 and Kawneer 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 Kawneer written notice of termination and prior to such termination Licensee returns to Kawneer the original and all copies of the Software and manuals which may have been distributed to Licensee. Such termination shall be effective only upon Kawneer's receipt of the Software and manuals and all fees required to be paid through the effective date of termination.

B. Either Licensee or Kawneer 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 Kawneer 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.

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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.