NOTICE: PLEASE READ THIS LICENSE AGREEMENT CAREFULLY BEFORE INSTALLING THIS SOFTWARE.

BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT. ANY QUESTIONS CONCERNING THIS AGREEMENT SHOULD BE REFERRED TO: Customer Service, Alterity, Inc., 600 Six Flags Dr., Suite 642, Arlington, TX 76011

This legal agreement ("License Agreement") between you, either as an individual or a single entity, (the "Licensee") and Alterity, Inc., (the "Licensor") specifies the Terms and Conditions, which grants a license to you for the use of ACCTivate!(R) ("the Software" and/or "ACCTivate!"). THIS AGREEMENT CONSTITUTES THE COMPLETE AGREEMENT BETWEEN YOU, THE LICENSEE AND ALTERITY, THE LICENSOR.

PROPRIETARY RIGHTS:

The Software, the User's Guide ("Documentation") and any other accompanying written or electronic material, and/or Documentation is owned and copyrighted by Alterity, Inc. and is protected by United States copyright and trademark laws and international treaty provisions. All rights reserved. ACCTivate!(R) is a registered trademark of Alterity. Alterity retains all rights, title, and ownership interest in and to the Software programs and Documentation or electronic materials regardless of the form or media in or on which the original and other copies may exist.

This License is not a sale of the original Software or any copy. As the Licensee, you own only the magnetic or other tangible physical media on which the Software is originally or subsequently recorded or fixed and do not have any ownership interest in the Software, improvements or modifications to the Software or any accompanying written or electronic materials and Documentation.

RETURN FOR REFUND:

Unless otherwise agreed, no portion of the purchase price of the Software will be refunded except as provided for in the LIMITED WARRANTY section of this agreement.

LICENSE GRANT:

In consideration of the payment of license fees, Licensor grants Licensee, either as an individual or entity, a nonexclusive, non-transferable License to use the Software and its documentation as follows:

EVALUATION PERIOD:

You may:

- (i) Utilize the Software for evaluation purposes only at no charge for a period of 30 days. Some functions and features of the software may be disabled during the evaluation period.
- (ii) At any time during the evaluation period, the Licensee may pay the License Fee and receive the unlock codes for all functions of the licensed Software. Once the License Fee is paid and the unlock codes are provided to the Licensee, all rights, responsibilities, terms and conditions of this License Agreement apply.

PERMITTED USES:

You may:

- (i) Install and use the Software on a single computer;
- (ii) Install and use the Software on a computer network provided that you have been licensed by Licensor for each person who uses the Software concurrently; and
- (iii) Make one (1) copy of the Software in machine readable, object code form, for nonproductive backup purposes only consistent with industry standard disaster recovery procedures, provided that Licensor's proprietary legend is included.

NON-PERMITTED USES:

You may not (including during the Evaluation Period):

- (i) sublicense, rent, lease any portion of or otherwise transfer the Software or its Documentation to another person or entity;
- (ii) use the Software on more computers than the Licensee has purchased and is authorized to use;
- (iii) transfer the Software from drive to drive or computer to computer beyond the total number authorized by the type of the Software package licensed and/or that the License allows;
- (iv) permit anyone else to copy, reproduce, change, modify, translate, adulterate, disassemble, reverse engineer or create any derivative works of the Software or any associated copyrighted works, in whole or in part; or
- (v) copy the Documentation, which accompanies the Software for any purpose other than the operation of the Software within the Licensee's organization; or
- (vi) use the software to provide accounting services on a commercial basis for any other entity that is not a subsidiary in which the Licensee has majority ownership.

TERM AND TERMINATION:

This License is effective until terminated. Licensee may terminate this License at any time by destroying all copies of the Software and its Documentation.

This License will terminate immediately without notice from Licensor, if Licensee fails to comply with any provision of this License. Upon termination, Licensee must destroy all copies of the Software and it Documentation.

MAINTENANCE AND UPGRADES:

Licensee must purchase an annual Update Subscription Service in order to receive product maintenance and upgrades. Under the annual Update Subscription Service, Licensee will have upgrades to the Software and its documentation, if any, during the annual period.

SERVICE AND SUPPORT:

Service and support is limited to agreements that may be made between the Licensee and Licensor or its authorized representative and may not be considered a part of this Agreement.

RESTRICTED RIGHTS LEGEND:

If Licensee is acquiring the Software on behalf of any unit or agency of the United States Government, the following provisions apply. It is acknowledged that the Software and the Documentation are commercial in nature and that no part is in the public domain and is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Alterity, Inc., 600 Six Flags Dr., Suite 642, Arlington, TX 76011 USA.

EXPORT CONTROLS AND EEC RESTRICTIONS:

Licensee agrees and certifies that neither the Software or other technical data received from Licensors nor the direct product thereof, will be exported outside of the United States except as authorized and permitted by the laws and regulations of the United States, including the Export Administration Act of 1979 as amended from time to time and any regulations promulgated thereunder.

If the Software has been rightfully obtained by Licensee outside of the United States, Licensee agrees that Licensee will not re-export the Software nor any other technical data received from Licensor, nor the direct product thereof, except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which Licensee obtained the Software.

If the Software is lawfully acquired outside of the United States within a jurisdiction which is a member of European Economic Community (EEC) subject to the EEC Council Directive of May 14, 1991, Licensee agrees that within that jurisdiction it shall not, and Licensee shall not allow any party on Licensee's behalf, to attempt to reverse engineer or decompile the Software into another computer language, except as expressly and specifically provided in the EEC Council Directive of May 14, 1991. Any and all Information obtained during such lawful reverse engineering and/or decompiling activities, including, but not limited to, the organization, logic, algorithms and processes of the Software, shall be deemed to be the confidential and proprietary information of Licensor. Licensee shall not reproduce, transmit, transcribe, store in any retrieval system, translate or make copies of the copyrighted Software documentation without the prior written permission of Licensor.

LIMITED WARRANTY:

Licensor warrants that the Software will perform substantially in reasonable accordance with the accompanying documentation and the media on which the Software is distributed is properly recorded and free from defects in materials and workmanship under normal use for a period of forty-five (45) days from the date of original purchase. This Limited Warranty does not apply to Software that has been altered, damaged, abused, misapplied, or used other than in accordance with this License and any instructions and documentation which accompany the Software. Licensor's entire liability and Licensee's exclusive remedy will be that Licensor will repair or replace a defective media returned within the warranty period, or will, at Licensors' option, refund the money Licensee paid for the Software provided that the Software is returned within the warranty period along with a copy of the original purchase receipt. Any replacement Software will be warranted for the remainder of the original warranty period or 30 days whichever is longer. Information regarding any third party services and/or third party software included in this package is provided as a convenience only, without warranty by Licensor, and will be governed solely by the terms agreed upon between Licensee and the third party providing such services and/or software.

Licensor does not warrant that the functions contained in the Software will meet the Licensee's requirements, or that the operation of the software will be uninterrupted or error-free, or that defects in the Software will be corrected. Furthermore, Licensor does not warrant or make any representations regarding the use or the results of the use of the Software or its documentation in terms of their correctness, accuracy, reliability, or otherwise. No oral or written information or advice given by Licensor or its authorized representative shall create a warranty or in any way increase the scope of this warranty. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply.

Licensee agrees to permit Licensor, or its representatives, access to the software so as to perform warranty work and/or correction of any defects. Licensee understands that such warranty work may require more than one attempt to correct and agrees that failure to provide Licensor access to such software waives any and all rights Licensee may have against Licensor

relating to such defects.

Licensee agrees to follow such instruction as Licensor may give to Licensee relating to the operation, maintenance and utilization of the software. Licensee understands that the software will only function properly if operated properly and in manner specified by Licensor. Licensee understands and agrees that failure to follow the instruction provided by Licensor to correct defects claimed by Licensee waives any and all rights Licensee may have against Licensor for and resulting from such defects.

THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

LIMITATION OF LIABILITY:

IN NO EVENT SHALL LICENSOR'S LIABILITY RELATED TO ANY OF THE SOFTWARE EXCEED THE LICENSE FEES ACTUALLY PAID BY LICENSEE. EXCEPT FOR A RETURN OF THE PURCHASE PRICE UNDER THE CIRCUMSTANCES PROVIDED UNDER THE LIMITED WARRANTY, NEITHER LICENSOR NOR ITS DEALERS, RESELLERS OR SUPPLIERS SHALL IN ANY EVENT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, AND DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, OR ANY OTHER LEGAL OR EQUITABLE GROUNDS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE. HOWEVER, IN NO CASE SHALL LICENSOR'S LIABILITY EXCEED THE PURCHASE PRICE FOR THE SOFTWARE.

GENERAL PROVISIONS:

This License is governed by the laws of the State of Texas, USA without giving effect to its choice of law rules, enforceable in the state and federal courts located in Tarrant County in the State of Texas. If for any reason, a court of competent jurisdiction finds any provision of the License, or portion thereof, to be unenforceable, that provision of the License shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this License shall continue in full force and effect.

This License constitutes the entire agreement between the parties with respect to the use of the Software and its documentation, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by both the Licensee and a duly authorized representative of Licensor.

It is strongly recommended, as a precautionary measure, that you make a copy of all data contained in your computer system before installing any new software.

Alterity, Inc. reserves all rights not specifically granted in this License Agreement.