

POSPDA MOBILE MANAGER SOFTWARE LICENSE

THIS AGREEMENT ("Agreement") is entered into between POSPDA ("Licensor"), with its principal place of business located at Denver, Colorado and End User ("Client"), on the date the software is installed (the "Effective Date").

RECITALS

WHEREAS, Licensor owns certain software identified herein,

WHEREAS, Licensor desires to convey, and Licensee desires to receive, certain limited rights in said software pursuant to the terms and conditions contained in this Agreement.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Definitions

A. "Software" means the computer programs and documentation listed and described in Exhibit A (Licensed Software) attached to this Agreement, as well as any archival copies of such computer programs and documentation permitted by this Agreement.

B. "Install" means placing the Software on a computer's hard disk, CD-ROM or other secondary storage device.

C. "Use" means (i) executing or loading the Software into computer RAM or other primary memory, or (ii) copying the Software for archival or emergency restart purposes.

2. Grant of License

Licensor grants to Licensee an exclusive license to install and use the Software on one(1) computers in Licensee's possession (the "License"). Licensee may make one (1) archival copy of the Software per computer on which its use is authorized, in non-printed, machine readable form, in whole or in part, provided that such copy is for Licensee's own use and that no more than that single copy is in use at any time. Licensee will make no other copies of the Software except as authorized herein. Title to the Software will remain vested in Licensor, and nothing in this Agreement will give or convey any right, title or interest therein to Licensee except as a licensee under the terms of this Agreement.

3. Term and Termination

A. The License commences as of the Effective Date of this Agreement, and remains in force until Licensee stops using the Software or until Licensor terminates this License pursuant to the terms herein. Upon termination of this agreement, Licensee will (i) return all copies of the Software to Licensor without demand or notice, or (ii) permanently delete or destroy all copies of the Software in its possession and submit to Licensor a sworn affidavit signed by Licensee attesting to such destruction.

B. Except as set forth in the provisions of this Agreement that provide for automatic termination in the event of breach of confidentiality or unauthorized transfer, if Licensee breaches any other provision of this Agreement, Licensor may terminate this Agreement, provided, however, that Licensor has given Licensee at least fourteen (14) days written notice of and the opportunity to cure the breach. Termination for breach shall not alter or affect Licensor's right to exercise any other remedies for breach.

4. License Fee

Licensee agrees to pay the current software licensing fees to use the software and for the grant of the License herein.

5. Limitations on Use

Licensee agrees that it will use the Software only in its own business, and not directly or indirectly for the use or benefit of anyone other than Licensee, and only pursuant to the scope of the grant of the License set forth herein.

B. Licensee will not decode, alter, decompile, reverse engineer, perform reverse analysis on or disassemble the Software.

6. Limitations on Transfer

This License is personal to Licensee and may not be conveyed in any way without the prior written consent of Licensor. Any purported sale, assignment, transfer or sublicense without such consent will be null and void ab initio, and will automatically terminate this Agreement.

7. Confidentiality

Licensee agrees to observe complete confidentiality with respect to the Software, and will not copy, reproduce, publicize or otherwise disseminate it to third parties. Any breach of confidentiality by Licensee will automatically terminate this Agreement. Licensee agrees that Licensor's remedies at law for breach of confidentiality are inadequate and that Licensor will be entitled to equitable relief, including without limitation, injunctive relief, specific performance and/or other remedies in addition to remedies provided at law.

8. Licensee's obligation to Notify of Infringement

Licensee will immediately notify Licensor of any infringement or attempted infringement of Licensor's rights in the Software of which it becomes aware. Licensee will affirmatively cooperate with Licensor in any legal or equitable action that Licensor may undertake to protect any of its rights in connection with the Software.

9. Warranty of Title

Licensor warrants that it is the lawful owner of the Software and/or that it has the authority to grant the License specified herein.

10. Software Warranty and Disclaimer

Licensor warrants that the Software has been developed in a workmanlike manner, and in conformity with generally prevailing industry standards. Licensee must report any material deficiencies in the Software to Licensor in writing within sixty (60) days of the Effective Date of this Agreement. Licensee's exclusive remedy for the breach of the above warranties will be the correction of the material deficiency within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

11. Limitation of Liability, Indemnification

A. Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the use of the Software, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Licensor's total liability under this Agreement with respect to the Software, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Licensee under this agreement.

B. Licensee will indemnify and hold Licensor harmless against any claims incurred by Licensor arising out of or in conjunction with Licensee's use of the Software, as well as all reasonable costs, expenses and attorneys' fees incurred therein.

12. Maintenance

No software maintenance is included under the terms of this Agreement. Licensor's obligations with respect to maintenance and support, including upgrades, if any, will be set forth in a separate written agreement between the parties.

13. Relation of Parties

Nothing in this Agreement will create or imply an agency relationship between Licensor and Licensee, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

14. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Colorado. The arbitration will be held in Colorado. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any court of competent jurisdiction.

15. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

16. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this agreement will remain in full force and effect.

17. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

18. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

19. Entire Agreement

This Agreement, together with any attachments referred to herein, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein. By installing and using the software, you are agreeing to all of the terms and conditions of this license. If you do not agree with these terms please do not install the software!

1.0 LICENSED SOFTWARE

Mobile Manager Software for Quickbooks POS systems