Software License Agreement

This Selectron Technologies, Inc. ("Company") Software License Agreement ("SLA") is a legal agreement between the City of Leesburg, Florida ("Customer") and Company for the software provided to Customer by Company, which includes computer software and associated media and printed materials, and may include "online" or electronic documentation ("Software"). By signing below, and/or by installing, copying, or otherwise using the Software, Customer agrees to be bound by the terms of this SLA.

1. Grant of License.
Subject to the terms of this SLA, Company grants to Customer, as the only end-user, a perpetual, non-exclusive, non-transferable (except as specifically set forth herein), non-assignable, limited license (the "License") to install the Software for which Customer has paid a license fee subject to the terms and conditions of this SLA. The License entitles Customer to use the Software at its principal place of business on a single computer or as specifically identified in the Professional Services Agreement, solely for Customer's internal business use. A license for each active server, test server, or active fail-over server must be expressly purchased for the server's specific use. Except as otherwise notified by Company, the Software may not be used in connection with any software not acquired from Company specifically for use with the Software.

As part of the deliverables the Company utilizes certain Runtime-Restricted Use Software. Attached as Exhibit A are those applicable End User License Agreements required by third party licensor(s) to be delivered to Customer.

2. Other Rights And Limitations.
Customer may not rent, lease, distribute, sell, assign, pledge, sublicense, loan, timeshare or otherwise use the Software for the commercial benefit of third parties, but Customer may transfer the Software on a permanent basis, provided Customer retains no copies and the recipient expressly agrees in writing to the terms of this SLA.

Limitation on Reverse Engineering, Decompilation, and Disassembly. Customer may not reverse engineer, decompile, translate, or disassemble the Software, except and only to the extent that applicable law notwithstanding this limitation expressly permits such activity.

Other Use Restrictions. Customer may not use the Software for any purpose other than for use on Customer's own internal computer networks, as set forth in this SLA. A copy of the Software in machine readable format solely for backup or archival purposes is permitted.

A passive fail-over server is permitted under this grant of license. The Customer may install one extra copy of the server software on a passive server for temporary fail-over support only. That server must have the same number of processors as the active server, or fewer.

Notice to Users. Customer shall inform all users of the Software of all terms and conditions of the SLA.

3. Copyright.
The Software is licensed, not sold. Title and copyrights in and to the Software (including any images, "applets," photographs, animations, video, audio, music, and text incorporated into the Software), accompanying printed materials, and any copies Customer is permitted to make herein are owned by Company or its suppliers and are protected by United States copyright laws and international treaty provisions. Therefore, Customer must treat the Software like any other copyrighted material (e.g., a book or musical recording) except that Customer may either (a) make one copy of the Software solely for backup or archival purposes, or (b) transfer the Software to a single hard disk, provided Customer keeps the original solely for backup or archival purposes. Customer may not copy the printed materials accompanying the Software without Company's prior written approval.

4. Dual-Media Software.
Customer may receive the Software in more than one medium. Regardless of the type or size of media Customer receives, Customer may use only the single medium that is appropriate for Customer's single computer. Customer may not use or install the other media on another computer. Customer may not loan, rent, lease, or otherwise transfer the other media to another user, except as part of the permanent transfer of the Software.

5. Export Restrictions.
The Software is subject to the export control laws of the United States and other countries. Customer may not export or re-export the Software without the appropriate United States and foreign government licenses. Customer must otherwise comply with all applicable export control laws and shall defend, indemnify and hold Company and all its suppliers not liable from any claims arising out of Customer's violation of such export control laws. Customer further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

6. Representations and Warranty.
Company warrants that the Software will perform substantially in accordance with the Statement of Work provided for a period of one year from the date of the Second Invoice, as that term is defined in the Professional Services Agreement, Exhibit A. Any changes or modifications to the Software by any person other than Company voids this limited warranty.

THE EXPRESS WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ARISING FROM OR RELATED TO THIS AGREEMENT AND ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT. This warranty disclaimer is made regardless of whether Company knows or had a reason to know of Customer's particular needs. No employee, agent, dealer or distributor of Company's is authorized to modify this limited warranty, or make any additional warranties.

7. Customer Remedies.
Company and its suppliers entire liability and Customer's exclusive remedy for breach of this limited warranty shall be, at Company's option, either (a) comply with the Agreement (b) return of the price paid for the module or component of non-compliant Software, or (c) replacement of the Software. The foregoing warranty is void if failure of the Software results from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Company are available without proof of purchase from an authorized non-U.S. source.

To the maximum extent permitted by applicable law, In no event will Company be liable for any consequential, indirect, exemplary, special or incidental damages, including any lost data and lost profits, arising from or relating to this SLA. Company's total cumulative liability in connection with this SLA and the Software, whether in contract or tort or otherwise, will not exceed the amount of License Fees paid to Company hereunder. Customer acknowledges that the License Fees reflect the allocation of risk set forth in this SLA and that Company would not enter into this SLA without these limitations on its liability.

8. Network Security Disclaimer

8.1 Internet Security.
Company's products may include software that connects to the Internet. The software is designed to operate within Customer's secure network environment. Specifically the software relies fully on the Customer's security measures and implements no further security infrastructure. Company makes no representations or warranties to Customer regarding any 3rd party technologies or service's ability to meet Customer's security or privacy needs. This includes but is not limited to operating systems, database management systems, web servers, and payment processing services. Customer is solely responsible for ensuring a secure network environment.

8.2 Remote Access Security.
In order to enable development, customer support, and maintenance of the system, Company requires remote access capability. Remote access is normally provided by installing PC-Anywhere, ControlIT, or other industry standard remote access software. It may also be provided through a customer solution such as VPN access. Regardless of what method is used to provide remote access, or who provides remote access software, it is the Customer's responsibility to ensure that the remote access method meets Customer's security requirements. Company makes no representations or warranties to Customer regarding the remote access software's ability to meet Customer's security or privacy needs. Company also makes no recommendation for any specific package or approach with regard to security. Customer is solely responsible for ensuring a secure network environment.

8.3 Outbound Services Disclaimer.
Outbound Services are intended to create additional methods of communication to the Customer's end user in support of existing processes. These services are not intended to replace all interaction with Customer's end user or become critical path. While the Outbound Services have been created with the best available tools and practices, they are dependant on infrastructure that is inherently not fail-proof – software, computer hardware, network services, telephone services, e-mail, etc. Examples of situations that could cause failure include: down phone lines, all lines busy, equipment failure, email address changes, internet service disruptions, etc. For this reason; while Outbound Services are valuable in providing enhanced communication; they are specifically not designed to be used as the sole method to deliver critical messages. Customer acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature and understands that it is giving up in advance any right to sue or make any claim against Company if Customer, or Customer's end users, suffer injury or damage due to the failure of Outbound Services to operate, even though Customer does not know what or how extensive those injuries or damages might be.

9. U.S. Government End Users.
The Software is a "commercial item", as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R 227.7202-1 through 227.7202-4 (June 1995), the Software is licensed to any U.S. Government End Users (i) only as a

commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Manufacturer is Selectron Technologies, Inc., 7405 SW Tech Center Drive, Suite 140, Portland, Oregon 97223, USA.

10. Support and Maintenance.
Customer may purchase Support and Maintenance by entering into a separate Support and Maintenance Agreement.

11. Terms And Termination.
This SLA shall continue indefinitely, unless terminated earlier in accordance with this Section 11. Customer may terminate this SLA at any time by returning or deleting all copies of the Software in Customer's possession and providing Company written notice that Customer has done so. (No refund will be provided upon such termination). Company may terminate this SLA (and Customer's right to continue to use the Software hereunder) immediately upon written notice if Customer breaches a material term or condition of this SLA, including Customers failure to pay fees when due. Sections 3, 5, 6, 7, 8, 10, 11, and 12, shall survive any termination of this SLA.

12. General Provisions.

12.1. Governing Law.
This Agreement will be governed by the laws of the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal or state court located in Lake County, Florida.

12.2 Severability.
If any provision of this SLA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Section 7 will remain in effect notwithstanding the unenforceability of any provision in Section 6.

12.3 Contact Information.
Should Customer have any questions concerning this SLA, or if Customer desires to contact Selectron Technologies, Inc. for any reason, please contact us at: Selectron Technologies, Inc., 7405 SW Tech Center Drive, Suite 140, Portland, Oregon 97223, USA; www.stigov.com.

12.4 Attorneys' Fees.
In the event of litigation between Customer and Company concerning the Software or this SLA, the prevailing party in the litigation shall be entitled to recover attorneys' fees and expenses from the losing party.

12.5. Confidentiality.
The Software contains trade secrets and proprietary know-how that belong to Company and is being made available to Customer in strict confidence. ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS SLA, IS STRICTLY PROHIBITED AND IS ACTIONABLE AS A VIOLATION OF COMPANY'S TRADE SECRETS.

12.6 Entire Agreement.
This SLA including exhibits and associated Statements of Work constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This SLA may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by Customer to Company will have no effect.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representative.

Selectron Technologies, Inc.		**Customer:**	
By:	Todd A. Johnston	By:	
Signed:		Signed:	
Title:	President	Title:	
Date:		Date:	
Address:	7405 SW Tech Center Drive, Suite 140	Address:	
	Portland, OR 97223		

Exhibit A

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT SQL SERVER 2005 EXPRESS EDITION

MICROSOFT SQL SERVER 2005 EXPRESS EDITION WITH ADVANCED SERVICES

MICROSOFT SQL SERVER 2005 EXPRESS TOOLKIT

MICROSOFT SQL SERVER 2005 MANAGEMENT STUDIO EXPRESS

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and Customer. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

If you comply with these license terms, you have the rights below.

1. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
2. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software as an embedded component in the Company's software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
   - disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
   - work around any technical limitations in the software;
   - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
   - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
   - publish the software for others to copy; or
   - rent, lease or lend the software.
3. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.
4. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
5. **TRANSFER TO A THIRD PARTY.** Transfer may only occur in connection with original application. The first user of the software may transfer it and this agreement directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.

6. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

7. **SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.

8. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

9. **APPLICABLE LAW.**

   a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

   b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

10. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

11. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

12. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. $5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

    This limitation applies to

    - anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
    - claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

    It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.