

SOFTWARE LICENSE AGREEMENT

THIS IS A LEGAL AGREEMENT BETWEEN YOU, THE EMPLOYEE, THE INDIVIDUAL, OR THE ENTITY IDENTIFIED AS "CUSTOMER" (AS DEFINED HEREINAFTER) AND DB DESIGN (DANIEL BOORN). THIS AGREEMENT STATES THE TERMS AND CONDITIONS UNDER WHICH CUSTOMER MAY USE THE PHP STORE LOCATOR. BY CLICKING ON THE ACCEPT BUTTON, INSTALLING, HAVING PHP STORE LOCATOR INSTALLED ON CUSTOMER'S BEHALF, COPYING, HAVING PHP STORE LOCATOR COPIED ON CUSTOMER'S BEHALF, USING OR HAVING PHP STORE LOCATOR USED ON CUSTOMER'S BEHALF, CUSTOMER INDICATES THAT CUSTOMER HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY THE TERMS SET FORTH IN THIS AGREEMENT. IF "PHP STORE LOCATOR" IS INSTALLED, COPIED OR USED ON BEHALF OF CUSTOMER, THE TERMS SET FORTH IN THIS AGREEMENT SHALL APPLY TO CUSTOMER AS WELL AS TO THE INDIVIDUAL OR ENTITY INSTALLING, COPYING OR USING "PHP STORE LOCATOR" ON BEHALF OF CUSTOMER. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE EARLIER OF THE DATE PHP STORE LOCATOR IS INSTALLED OR USED. "PHP STORE LOCATOR" SHALL BE DEEMED ACCEPTED BY CUSTOMER TEN (10) DAYS AFTER THE DATE "PHP STORE LOCATOR" IS DELIVERED TO CUSTOMER. IF CUSTOMER DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, DO NOT INSTALL OR USE "PHP STORE LOCATOR" AND RETURN "PHP STORE LOCATOR" TO DB DESIGN (DANIEL BOORN) WITHIN TEN (10) DAYS OF THE DATE "PHP STORE LOCATOR" IS DELIVERED TO CUSTOMER. ANY REFUNDS (IF APPLICABLE) SHALL BE SUBJECT TO DB DESIGN (DANIEL BOORN) STANDARD REFUND POLICY IN EFFECT, LESS ANY RESTOCKING FEES AND OTHER APPLICABLE FEES.

PHP STORE LOCATOR AGREEMENT

This PHP STORE LOCATOR Agreement ("Agreement") is made as of the Effective Date by and between DB DESIGN (DANIEL BOORN), a corporation with offices located at P.O. Box 727 - Longs, SC 29568 and the individual or entity identified on the Sales Agreement as customer ("Customer").

WITNESSETH:

WHEREAS, DB DESIGN (DANIEL BOORN) owns that certain PHP Store Locator application entitled PHP Store Locator; and

WHEREAS, Customer has had an opportunity to review and approve the functions and utilities of PHP Store Locator and is familiar with the use and operation of PHP Store Locator; and

WHEREAS, Customer has independently determined that PHP Store Locator will meet the needs of Customer for a Web hosting with the following installed, PHP 4+, PHP GD Modules, PHP cURL Modules, PHP session Modules, PHP MySQL Modules, MySQL Version 4+, 1 MySQL database for PHP Store Locator application at the Facility (as defined below); and

WHEREAS, Customer desires to receive a license to use PHP Store Locator.

NOW THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, DB DESIGN (DANIEL BOORN) and Customer hereby agree as follows:

ARTICLE I: RECITALS AND DEFINITIONS

Section 1.01 -- Recitals: The above recitals and identification of parties are true and correct.

Section 1.02 -- Definitions: The following definitions shall apply:

- (1) Access: The term "Access" and variants thereof shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise.
- (2) PHP Store Locator: The term "PHP Store Locator" shall mean the object code for that certain PHP Store Locator application, including the Documentation, as provided by DB DESIGN (DANIEL BOORN) to Customer hereunder, including Updates.
- (3) Associate: The term "Associate" shall mean an employee of DB DESIGN (DANIEL BOORN) or an independent contractor hired by DB DESIGN (DANIEL BOORN).
- (4) Authorized Person: The term "Authorized Person" shall mean Customer or employees of Customer who agree in writing to maintain the confidentiality of Confidential Information and individuals or organizations who are authorized in writing by DB DESIGN (DANIEL BOORN) to receive Confidential Information and who agree in writing to maintain the confidentiality of such Confidential Information.
- (5) Cancellation Notice: The term "Cancellation Notice" shall mean that written notice sent by DB DESIGN (DANIEL BOORN) to Customer seeking to cancel this Agreement because of breach of this Agreement by Customer.
- (6) Confidential Information: The term "Confidential Information" shall mean all information concerning this Agreement, PHP Store Locator, and the business and technical plans of DB DESIGN (DANIEL BOORN) which is disclosed by DB DESIGN

(DANIEL BOORN) to Customer or learned by Customer.

- (7) Defects: The term “Defects” shall mean programming errors which substantially impair the performance, utility and functionality of PHP Store Locator, as represented in the Documentation.
- (8) Defect Notice: The term “Defect Notice” shall mean that certain written notice from Customer to DB DESIGN (DANIEL BOORN) identifying Defects.
- (9) Delivery Date: The term “Delivery Date” shall mean the date PHP Store Locator is delivered to Customer (as applicable).
- (10) Deposit: The term “Deposit” shall mean a sum of money equal to fifty percent (50%) of the Price.
- (11) Documentation: The term “Documentation” shall mean the PHP Store Locator user guide (in electronic or printed format) as provided to Customer on the Delivery Date.
- (12) Documentation Fee: The term “Documentation Fee” shall mean the sum of money paid by Customer to DB DESIGN (DANIEL BOORN) for additional copies of Documentation requested by Customer pursuant to Section 3.02. determined in accordance with DB DESIGN (DANIEL BOORN) then standard rates as of the date Customer’s request for additional copies of the Documentation is received by DB DESIGN (DANIEL BOORN).
- (13) Effective Date: The term “Effective Date” shall mean the earlier of the date that the Sales Agreement is executed by DB DESIGN (DANIEL BOORN) and Customer or the date PHP Store Locator is installed or used.
- (14) Event of Bankruptcy: The term “Event of Bankruptcy” shall mean: (1) the filing of a petition under any insolvency or bankruptcy statute seeking the declaration of Customer as insolvent or bankrupt; (2) the filing of any action seeking receivership or reorganization of Customer pursuant to or under any insolvency or bankruptcy statute; or (3) the filing of any involuntary petition against Customer pursuant to any insolvency or bankruptcy statute if such petition shall remain unstayed or undismissed for a period of ten (10) days after filing.
- (15) Implement: The term “Implement” and variants thereof (including, but not limited to, the terms “implementation”, “implementing” and “implemented”) shall mean to load.
- (16) Maintenance Services: The term “Maintenance Services” shall mean Defect resolution services concerning PHP Store Locator (excluding the System) as provided by DB DESIGN (DANIEL BOORN) to Customer for the prevailing fees and time and material

rates published by DB DESIGN (DANIEL BOORN) and subject to DB DESIGN (DANIEL BOORN) standard maintenance terms.

- (17) Price: The term “Price” shall mean the total price to be paid by Customer to DB DESIGN (DANIEL BOORN) for the System and for licensing PHP Store Locator, as set forth in the Price Schedule.
- (18) Restatements: The term “Restatements” shall mean Section 757 of the Restatement of Torts, Section 39 of the Restatement (Third) of Unfair Competition, Section 1 of the Uniform Trade Secrets Act, and Section 1839 of Title 18 of the United States Code (18 U.S.C. § 1839).
- (19) Services: The term “Services” shall mean Maintenance Services and that certain PHP Store Locator installation, training, telephone support, development and consulting services as requested by Customer and approved by DB DESIGN (DANIEL BOORN) in writing.
- (20) Term: The term “Term” shall mean a period of time commencing on the Effective Date and continuing until this Agreement is terminated or canceled under Article IV.
- (21) Third Party Technology: The term “Third Party Technology” shall mean third party software, computer, hardware, peripherals, components, devices, equipment and technology used in connection with or related to PHP Store Locator.
- (22) Unauthorized Access: The term “Unauthorized Access” shall mean any access to PHP Store Locator except for the exclusive purpose of [Primary Software Purpose], and training employees of Customer in the use of PHP Store Locator.
- (23) Unauthorized User: The term “Unauthorized User” shall mean any individual who accesses PHP Store Locator except for: (1) employees of Customer authorized by Customer to access PHP Store Locator and who agrees to maintain the confidentiality of Confidential Information for the exclusive purpose of performing entering store locations and finding store locations, and training employees of Customer in the use of PHP Store Locator and (2) Authorized Persons authorized in writing by DB DESIGN (DANIEL BOORN) to access PHP Store Locator.
- (24) Updates: The term “Updates” shall mean the object code for updates, upgrades, new versions, new releases or modifications to PHP Store Locator as generally made available by DB DESIGN (DANIEL BOORN) from time to time to DB DESIGN (DANIEL BOORN) customers for the applicable fee.
- (25) Warranty Term: The term “Warranty Term” shall mean a period of time commencing on the Delivery

Date and ending on the date which is sixty (60) days thereafter.

ARTICLE II: PHP Store Locator

Section 2.01 -- Grant of License: DB DESIGN (DANIEL BOORN) hereby grants to Customer a non-exclusive and non-transferable license to use PHP Store Locator and to use the Documentation at the Facility for the License Term, subject to the terms and provisions of this Agreement.

Section 2.02 -- Delivery: Customer hereby acknowledges DB DESIGN (DANIEL BOORN) shall deliver PHP Store Locator on the Delivery Date.

Section 2.03 -- Implementation: Customer shall install the PHP Store Locator. Customer shall implement PHP Store Locator on the System, subject to the terms and conditions of this Agreement.

Section 2.04 -- Acceptance: PHP Store Locator shall be deemed accepted by Customer ten (10) days after the Delivery Date unless Defect Notice is received by DB DESIGN (DANIEL BOORN) by such tenth day. Upon receiving Defect Notice from Customer, DB DESIGN (DANIEL BOORN) shall review the asserted Defect to determine if the Defect is valid. If, in the reasonable professional judgment of DB DESIGN (DANIEL BOORN) the asserted Defect is valid, DB DESIGN (DANIEL BOORN) shall correct the Defect and resubmit PHP Store Locator for acceptance by Customer. If, in the reasonable professional judgment of DB DESIGN (DANIEL BOORN) the asserted Defect is not valid, DB DESIGN (DANIEL BOORN) shall submit to Customer a written explanation of the reasons why such asserted Defect is not valid. The written explanation of DB DESIGN (DANIEL BOORN) set forth herein shall be deemed accepted by Customer within ten (10) days after receipt by Customer of such written explanation unless DB DESIGN (DANIEL BOORN) receives from Customer written notice rejecting such explanation and terminating this Agreement within such ten (10) day period. Upon receipt of Defect Notice from Customer by DB DESIGN (DANIEL BOORN) as set forth above, PHP Store Locator shall be deemed accepted by Customer except as to the asserted Defects specified in the Defect Notice.

Section 2.05 -- Risk of Loss: Customer shall assume risk of loss to PHP Store Locator as of the Delivery Date. Customer shall keep PHP Store Locator protected and in good working order, maintained and insured against loss for full replacement value until the date that the Price is paid in full by Customer.

Section 2.06 -- Authorized Use: Customer shall prevent Unauthorized Users from accessing PHP Store Locator. Customer shall prevent Unauthorized Access to PHP Store Locator. Customer shall promptly inform DB DESIGN (DANIEL BOORN) of any and all Unauthorized Access (or suspected Unauthorized Access) and Unauthorized Users (or suspected Unauthorized Users) of which Customer has knowledge or suspicion. Access to PHP Store Locator using third party products for purposes of manipulating, viewing, disclosing or using the internal structure of PHP Store

Locator™ or for creating a database, data dictionary or data model shall be deemed Unauthorized Access.

Section 2.07 -- Site Restriction: Customer shall use PHP Store Locator only on the System and only at the Facility.

Section 2.08 -- End Use: Customer hereby represents and warrants that PHP Store Locator is being licensed by Customer for its own use at the Facility and not for rental, leasing, resale, sublicensing, distribution, outsourcing, or offering service bureau services.

Section 2.09 -- Services: Customer may request Services, as approved by DB DESIGN (DANIEL BOORN). All Services shall be subject to the discretion of DB DESIGN (DANIEL BOORN) and shall be subject to DB DESIGN (DANIEL BOORN) standard service terms and applicable time and material rates.

ARTICLE III: PAYMENT

Section 3.01 -- Price: Customer shall pay the Deposit on the Effective Date. Customer shall pay the difference between the Price and the Deposit on the Delivery Date.

Section 3.02 -- Documentation Fee: Additional copies of the Documentation may be purchased by Customer from DB DESIGN (DANIEL BOORN) upon request by Customer and upon payment of the Documentation Fee.

Section 3.03 -- Costs: Customer shall pay all costs incurred by DB DESIGN (DANIEL BOORN) in performing this Agreement. Such costs shall include (without limitation) postage, freight, telecommunications, fees charged by third parties, telephone, travel, lodging, per diem, material and reproduction costs.

Section 3.04 -- Taxes: Customer shall pay any and all taxes attributable to this Agreement, to the transactions contemplated hereunder or to the transactions performed by Customer or third parties using PHP Store Locator, including, without limitation, any applicable sales or use taxes. Notwithstanding the foregoing, Customer shall not be responsible for paying any income taxes assessed against DB DESIGN (DANIEL BOORN).

Section 3.05 -- Late Fee: Any amount which is not paid when due shall be increased by a late charge equal to 1% of such unpaid amount for each month (or portion thereof) in which such amount is due and not paid.

Section 3.06 -- Invoicing and Payment: Services shall be performed by DB DESIGN (DANIEL BOORN) at the time and material rates of DB DESIGN (DANIEL BOORN) prevailing at the time such Services are rendered. DB DESIGN (DANIEL BOORN) shall invoice Customer for fees and costs in connection with the Services. Customer shall pay any such invoice in full on the due date thereof or within thirty (30) days of receiving such invoice (whichever is earlier).

ARTICLE IV: TERMINATION

Section 4.01 -- Termination Limitations: This Agreement shall only be terminated or canceled as provided under this Article IV.

Section 4.02 -- Term: This Agreement shall be valid for the Term.

Section 4.03 -- Termination: Customer may terminate this Agreement for convenience upon providing ten (10) days written notice of termination to DB DESIGN (DANIEL BOORN), subject to the terms and provisions of this Agreement.

Section 4.04 -- Cancellation for Cause: If Customer violates its obligations under this Agreement, DB DESIGN (DANIEL BOORN) may cancel this Agreement by sending Cancellation Notice describing the noncompliance to Customer. Upon receiving Cancellation Notice, Customer shall have ten (10) days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required ten (10) day period, DB DESIGN (DANIEL BOORN) shall have the right to cancel this Agreement as of the eleventh day after the date of the Cancellation Notice.

Section 4.05 -- Return: Upon termination or cancellation of this Agreement, Customer shall promptly remove (at Customer's expense) all customer information and data stored in PHP Store Locator and return to DB DESIGN (DANIEL BOORN) the PHP Store Locator, the Documentation and all DB DESIGN (DANIEL BOORN) materials provided by DB DESIGN (DANIEL BOORN) to Customer hereunder and shall provide DB DESIGN (DANIEL BOORN) with a certificate of compliance with this Section 4.05 signed by an authorized representative of Customer. Orders under the Sales Agreement terminated or cancelled by Customer or changes made by Customer within ten (10) days after the Effective Date or before implementation of PHP Store Locator on the System has started (whichever is earlier) are subject to DB DESIGN (DANIEL BOORN) and Manufacturer's standard return and refund policy in effect, including (without limitation) restocking fees and other applicable fees. Upon termination or cancellation of this Agreement ten (10) days after the Effective Date or after implementation of the PHP Store Locator, DB DESIGN (DANIEL BOORN) shall be entitled to retain all payments rendered to DB DESIGN (DANIEL BOORN) under this Agreement, including (without limitation) the Deposit, the Price, payment for the Services, and payments in anticipation of Services.

ARTICLE V: WARRANTY

Section 5.01 -- Warranty: DB DESIGN (DANIEL BOORN) represents and warrants that PHP Store Locator shall perform substantially as represented in the Documentation for the Warranty Term. Customer's exclusive remedy for breach of warranty shall be modification or replacement of PHP Store Locator, as determined by DB DESIGN (DANIEL BOORN).

Section 5.02 -- Third Party Warranties: DB DESIGN (DANIEL BOORN) hereby assigns to Customer the benefit of any and all Manufacturer warranties for the Third Party Technology and may cooperate (as determined by DB DESIGN (DANIEL

BOORN)) with Customer in securing the benefit of any remedies available to Customer under any such Manufacturer warranty.

Section 5.03 -- Service Warranty: Any Services provided by DB DESIGN (DANIEL BOORN) pursuant to this Agreement shall be performed on a reasonable efforts basis in a timely and professional manner and shall conform to the standards generally observed in the industry for similar Services and shall be subject to Sections 5.01, 5.04, 5.05 and 5.08.

SECTION 5.04 -- DISCLAIMER: THE WARRANTIES SET FORTH IN SECTIONS 5.01 AND 5.03 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DB DESIGN (DANIEL BOORN) HEREBY DISCLAIMS AND CUSTOMER HEREBY WAIVES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF MERCHANTABILITY.

Section 5.05 -- Express Warranties: Customer hereby acknowledges and agrees that DB DESIGN (DANIEL BOORN) (including DB DESIGN (DANIEL BOORN) officers, employees, agents, directors, independent contractors, affiliates, distributors and successors) has not made or granted any express warranties concerning the System, the Services and PHP Store Locator except as expressly set forth in Sections 5.01 and 5.03 of this Agreement.

Section 5.06 -- Third Party Claims: If a final judgment from a court of competent jurisdiction is entered against Customer upholding claims that PHP Store Locator violates a United States patent, copyright, trade secret or other proprietary rights of a third party in the United States, provided that Customer gives DB DESIGN (DANIEL BOORN) prompt written notice upon Customer's knowledge of any such claim, permits DB DESIGN (DANIEL BOORN) to answer and defend (at DB DESIGN (DANIEL BOORN) option) such claim or action and provides DB DESIGN (DANIEL BOORN) with information, assistance and authority to assist DB DESIGN (DANIEL BOORN) in the defense of such claim or action, DB DESIGN (DANIEL BOORN) shall perform one or more of the following actions (as determined by DB DESIGN (DANIEL BOORN)) within one year of the date final judgment in favor of such third party's claim is rendered by a court of competent jurisdiction:

- (1) Replacement: Replace PHP Store Locator with a non-infringing PHP Store Locator product of substantially equivalent functional and performance capability;
- (2) Modification: Modify PHP Store Locator to avoid the infringement without substantially eliminating the functional and performance capabilities of PHP Store Locator;
- (3) Obtain Agreement: Obtain a license for use of PHP Store Locator from the third party claiming infringement for use of PHP Store Locator.

DB DESIGN (DANIEL BOORN) shall have the right to participate or assume the defense (as determined by DB DESIGN (DANIEL BOORN)) and Customer shall permit and authorize DB DESIGN (DANIEL BOORN) to participate in or assume the defense of any such claim or action through legal counsel. The foregoing remedy does not apply and DB DESIGN (DANIEL BOORN) shall have no obligation in connection with or relating to any third party infringement claim in connection with or related to (i) Customer's modification of PHP Store Locator; (ii) Customer's failure to use PHP Store Locator in accordance with the Documentation in effect; (iii) Customer's failure to use the most current release or version of PHP Store Locator; (iv) Customer's combination, interface, operation or use of PHP Store Locator with Third Party Technology; and (v) DB DESIGN (DANIEL BOORN) compliance with designs, instructions, or specifications required by Customer. The remedies set forth herein shall be the sole and exclusive remedies of Customer under this Agreement for any and all claims of indemnification relating to infringement. DB DESIGN (DANIEL BOORN) obligations set forth in this Section 5.06 shall not apply to the Third Party Technology.

Section 5.07 -- Remedies: The exclusive remedy of Customer for any reason and for any cause of action whatsoever in connection with or relating to this Agreement, the System, PHP Store Locator or any transaction involving PHP Store Locator, regardless of the form of action, whether in contract or in tort, including negligence and breach of warranty, shall be limited to repair or replacement of PHP Store Locator as determined by DB DESIGN (DANIEL BOORN).

Section 5.08 -- Limitation of Damages: DB DESIGN (DANIEL BOORN) shall not be liable to Customer in connection with or relating to this Agreement, the System, PHP Store Locator and any transactions involving PHP Store Locator for any direct, indirect, lost profits, consequential, exemplary, incidental or punitive damages, regardless of the form of action, whether in contract or in tort, including breach of warranty and negligence, regardless of whether DB DESIGN (DANIEL BOORN) has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable. Notwithstanding anything to the contrary, the liability of DB DESIGN (DANIEL BOORN) for any reason and for any cause of action whatsoever in connection with or relating to this Agreement, the System PHP Store Locator and any transactions involving PHP Store Locator shall be limited to the license fee for PHP Store Locator.

Section 5.09 -- Force Majeure: DB DESIGN (DANIEL BOORN) shall not be liable for any failure by DB DESIGN (DANIEL BOORN) to perform its obligations under this Agreement because of circumstances beyond the reasonable control of DB DESIGN (DANIEL BOORN), which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government, governmental authority or third party, declarations of governments, transportation delays, power failure, computer failure, telecommunications failure, Third Party Technology, failure of Customer to cooperate with the reasonable requests of DB DESIGN (DANIEL BOORN), misuse of the System or PHP Store Locator by Customer or third party, breach of this Agreement by Customer or a third

party and any other events reasonably beyond the control of DB DESIGN (DANIEL BOORN).

Section 5.10 -- Customer Indemnification: Customer shall release, defend, indemnify and hold harmless DB DESIGN (DANIEL BOORN) (including its officers, directors, employees, affiliates, independent contractors, distributors, agents and successors) against any expense, loss, cost or liability (including, without limitation, interest, penalties, attorney fees and paralegal fees) arising from any and all claims, demands, damages or actions resulting from or related to (1) use of PHP Store Locator by Customer, (including, without limitation, any claim regarding use of PHP Store Locator by Customer in an infringing manner or any claim by third parties for breach of warranty, negligence, loss of data, libel, slander, unfair competition, trademark infringement, or invasion of privacy); (2) performance of PHP Store Locator; (3) Customer's negligence or the acts (or any failure to act) of Customer hereunder; (4) any breach by Customer of the obligations of Customer hereunder; and (5) investigation or defense of any of the above or in asserting DB DESIGN (DANIEL BOORN) rights hereunder.

Section 5.11 -- Cooperation: Customer shall cooperate with DB DESIGN (DANIEL BOORN) by providing DB DESIGN (DANIEL BOORN) with information concerning PHP Store Locator and the System as may be requested by DB DESIGN (DANIEL BOORN) from time to time and by providing DB DESIGN (DANIEL BOORN) with unrestricted access to the personnel, facilities, computers, computer PHP Store Locator and data of Customer.

Section 5.12 -- Maintenance: Customer hereby acknowledges and agrees that Customer shall solely be responsible for acquiring, installing, implementing, updating, upgrading, maintaining and replacing the System and all Third Party Technology for any reason, including (without limitation) for Updates or correction of Defects, including (without limitation) all costs, fees, taxes and payments in connection therewith or related thereto.

Section 5.13 -- Security Interest: DB DESIGN (DANIEL BOORN) hereby reserves and Customer hereby grants to DB DESIGN (DANIEL BOORN) a purchase money security interest in the System and PHP Store Locator to secure payment of the Price by Customer. In order to perfect such security interest, Customer hereby appoints DB DESIGN (DANIEL BOORN) as the true and lawful attorney-in-fact of Customer and Customer hereby authorizes DB DESIGN (DANIEL BOORN) to (1) execute in the name of Customer all forms, documents and financing statements deemed desirable by DB DESIGN (DANIEL BOORN), and (2) file copies of the Sales Agreement, this Agreement and any forms and financing statements with appropriate government agencies and offices as deemed necessary by DB DESIGN (DANIEL BOORN) to perfect such purchase money security interest.

Section 5.14 -- Repossession: If Customer fails to pay the balance of the Price when due (as provided in Section 3.01 of this Agreement), DB DESIGN (DANIEL BOORN) shall have the right to enter the Facility and to repossess the System and PHP Store Locator without further notice. If any Event of

Bankruptcy occurs before payment of the balance of the Price when due (as provided in Section 3.01 of this Agreement), DB DESIGN (DANIEL BOORN) shall be entitled to any and all remedies available to a secured creditor under the U.S. Bankruptcy Code and applicable state or federal law.

ARTICLE VI: INTELLECTUAL PROPERTY

Section 6.01 -- Ownership and Title: Title to PHP Store Locator, including all ownership rights to patents, copyrights, trademarks and trade secrets therein or in connection therewith shall be the exclusive property of DB DESIGN (DANIEL BOORN). Customer hereby assigns, transfers and conveys to DB DESIGN (DANIEL BOORN) any and all rights, title and interests Customer may have or accrue in PHP Store Locator, including (without limitation) any and all ownership rights to patents, copyrights, trademarks and trade secrets therein or in connection therewith.

Section 6.02 -- Confidential Information: PHP Store Locator shall be deemed Confidential Information of DB DESIGN (DANIEL BOORN). Customer shall maintain the Confidential Information in strict confidence. Customer shall not disclose Confidential Information except to Authorized Persons. Customer shall not access, duplicate or use the Confidential Information except as otherwise permitted under this Agreement.

Section 6.03 -- Trade Secrets: Customer hereby acknowledges and agrees that the Confidential Information (i) derives independent economic value (actual or potential) from not being generally known to, or readily ascertainable by, other persons who can obtain economic value from its disclosure or use; (ii) is the subject of reasonable efforts by DB DESIGN (DANIEL BOORN) under the circumstances to maintain its secrecy; and (iii) is a trade secret as defined under Chapter 688 of the Florida Statutes [§688.002(4)] and the Restatements.

Section 6.04 -- Reverse Engineering: Customer shall not reverse engineer PHP Store Locator and shall not allow PHP Store Locator to be reverse engineered.

Section 6.05 -- Backup Copy: Customer may create one copy of PHP Store Locator (excluding the printed Documentation) at the Facility only for routine archival or backup purposes.

Section 6.06 -- Copies: Except as provided in Section 6.05, Customer shall not copy PHP Store Locator and shall not allow PHP Store Locator to be copied without the prior written consent of DB DESIGN (DANIEL BOORN).

Section 6.07 -- Modifications: Customer shall not modify PHP Store Locator and shall not allow PHP Store Locator to be modified without the prior written consent of DB DESIGN (DANIEL BOORN). Customer shall not use PHP Store Locator or any materials incident thereto to develop computer PHP Store Locator without the prior written consent of DB DESIGN (DANIEL BOORN). If PHP Store Locator is modified, such modifications shall be the sole and exclusive property of DB DESIGN (DANIEL BOORN) and DB DESIGN (DANIEL BOORN) shall own any and all rights, title and interests to such modifications and any resulting computer PHP Store Locator,

including (without limitation) any and all copyrights, patents and trade secrets therein or in connection therewith.

Section 6.08 -- No Contest: Customer shall not contest or aid in contesting the ownership or validity of the trademarks, service marks, trade secrets, or copyrights of DB DESIGN (DANIEL BOORN).

Section 6.09 -- Employee Pirating: Customer shall not induce or solicit (directly or indirectly) any Associate to leave the employ or hire of DB DESIGN (DANIEL BOORN). Customer shall not engage (directly or indirectly) the services of such Associate (as an employee, consultant, independent contractor, or otherwise) without the advance written consent of DB DESIGN (DANIEL BOORN).

Section 6.10 -- U.S. Government Restricted Rights: If Customer is the U.S. Government or an agency or department thereof (collectively "Government"), PHP Store Locator is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraphs (c)(1) and (2) of the Commercial Computer PHP Store Locator Restricted Rights clause at 48 C.F.R. 52.227-19.

Section 6.11 -- Proprietary Notices: Customer shall not remove, alter or obscure any copyright notices or other proprietary legends displayed by or used by DB DESIGN (DANIEL BOORN) in connection with or related to PHP Store Locator.

Section 6.12 -- Trademarks: DB DESIGN (DANIEL BOORN) trademarks, trade dress, logos, tradenames or insignia ("DB DESIGN (DANIEL BOORN) Marks"), including (without limitation) PHP Store Locator, are owned exclusively by DB DESIGN (DANIEL BOORN). DB DESIGN (DANIEL BOORN) shall retain all rights, title and ownership interests in DB DESIGN (DANIEL BOORN) Marks. Customer shall not (directly or indirectly) use any trademark, tradename, trade dress, insignia or logo that is similar to or a colorable imitation of any DB DESIGN (DANIEL BOORN) Marks.

Section 6.13 -- Continuation: The terms and conditions of this Article VI shall survive termination and cancellation of this Agreement.

ARTICLE VII: MISCELLANEOUS

Section 7.01 -- Assignments: All assignments of rights under this Agreement by Customer without the prior written consent of DB DESIGN (DANIEL BOORN) shall be void.

Section 7.02 -- Public Announcement: All public announcements of the relationship of DB DESIGN (DANIEL BOORN) and Customer under this Agreement shall be subject to the prior written approval of DB DESIGN (DANIEL BOORN). DB DESIGN (DANIEL BOORN) shall have the right to use the name of Customer as a reference for marketing purposes in connection with PHP Store Locator.

Section 7.03 -- Entire Agreement: This Agreement and the Sales Agreement contain the entire understanding of the parties and supersede previous verbal and written agreements between the parties concerning the System and PHP Store Locator. In

the event of a conflict between the terms of this Agreement and the terms of the Sales Agreement, the terms of this Agreement shall prevail.

Section 7.04 -- Amendments and Modifications: Alterations, modifications or amendments of a provision of this Agreement shall not be binding unless such alteration, modification or amendment is in writing and signed by DB DESIGN (DANIEL BOORN) and Customer.

Section 7.05 -- Severability: If a provision of this Agreement is rendered invalid, the remaining provisions shall remain in full force and effect.

Section 7.06 -- Captions: The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision thereof.

Section 7.07 -- Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 7.08 -- Governing Law: This Agreement shall be governed by the laws of the State of [State of Governing Law] without regard to any rules of conflict or choice of laws which require the application of laws of another jurisdiction and venue shall be in [County, City and State of Venue].

Section 7.09 -- Notice: Notices shall be in writing and shall be deemed delivered when delivered by commercial overnight delivery service, by courier, Certified or Registered Mail with Return Receipt Requested or by hand to the address set forth below for DB DESIGN (DANIEL BOORN) and to the address set forth on the Sales Agreement for Customer. Notice shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt.

DB DESIGN (DANIEL BOORN):
Address: P.O. Box 727 - Longs, SC 29568

Section 7.10 -- Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 7.11 -- Bankruptcy: If DB DESIGN (DANIEL BOORN) must institute, defend, appear or attend a bankruptcy proceeding as a result of the filing of bankruptcy by Customer, fees and expenses shall be paid by Customer. If Customer has a bankruptcy proceeding filed against it, DB DESIGN (DANIEL BOORN) shall recover attorney fees, expert witness fees, and other costs incurred by DB DESIGN (DANIEL BOORN) in connection with the bankruptcy proceeding, hearing or trial.

Section 7.12 -- Waiver: Any waiver of a provision of this Agreement by DB DESIGN (DANIEL BOORN) shall not be binding unless such waiver is in writing and signed by DB DESIGN (DANIEL BOORN). Waiver by DB DESIGN (DANIEL BOORN) of any breach of this Agreement shall not

constitute waiver of any other breach. Any failure by DB DESIGN (DANIEL BOORN) to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision.

Section 7.13 -- Relationship of the Parties: It is agreed that the relationship of DB DESIGN (DANIEL BOORN) and Customer is primarily that of licensor and licensee or seller and customer respectively. Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.

Section 7.14 -- Arbitration: Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the Arbitration Rules of MyTechnologyLawyer.com in Myrtle Beach, South Carolina. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Qualified Arbitrators shall be selected by the parties in accordance with the Arbitration Rules of MyTechnologyLawyer.com. Each party shall have the right of discovery as set forth in the Federal Rules of Civil Procedure. The Arbitration shall be administered by MyTechnologyLawyer.com.

Section 7.15 -- Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to the other under this Agreement are true, correct and accurate as of the Effective Date to the best of their knowledge.

Section 7.16 -- Litigation Expense: In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation or arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).

Section 7.17 -- Equitable Remedies: The parties hereby acknowledge that damages at law may be an inadequate remedy to DB DESIGN (DANIEL BOORN). DB DESIGN (DANIEL BOORN) shall have the right of specific performance, injunction or other equitable remedy in the event of a breach or threatened breach of this Agreement by Customer.