

LICENSE AGREEMENT AND LIMITED WARRANTY

PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THE SOFTWARE. THIS DOCUMENT IS AN AGREEMENT BETWEEN YOU AND STEPHEN GOSE, LLC. (THE "COMPANY"). THE COMPANY IS WILLING TO LICENSE THE ENCLOSED SOFTWARE TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL THE TERMS CONTAINED IN THIS AGREEMENT. BY USING THE SOFTWARE YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, PROMPTLY RETURN THE UNUSED SOFTWARE (INCLUDING ALL PACKAGING AND YOUR ORIGINAL, DATED SALES RECEIPT) WITHIN 10 DAYS OF PURCHASE TO STEPHEN GOSE, LLC., 2427 BLOCH RD., SUITE 103, PHOENIX, AZ 85041-2931 AND YOUR MONEY WILL BE REFUNDED.

1. Ownership And License. This is a license agreement and NOT an agreement for sale. The software contained in this package (the "Software") is the property of the COMPANY and/or its Licensors. You own the disk/CD on which the Software is recorded, but the COMPANY and/or its Licensors retain title to the Software and related documentation. Your rights to use the Software are specified in this Agreement, and the COMPANY and/or its Licensors retain all rights not expressly granted to you in this Agreement.
2. Permitted Uses. You are granted the following right to the Software :
 - (a) Right to Install and Use. You may install and use the Software on a single computer. If you wish to use the Software on more than one computer, please contact the COMPANY for information concerning an upgraded license allowing the use of the Software with additional computers.
 - (b) Right to Copy. You may make and maintain one copy of the Software for backup and archival purposes, provided that the original and each copy of the Software are kept in your possession.
3. Prohibited Uses. The following uses of the Software are prohibited. If you wish to use the Software in a manner prohibited below, please contact the COMPANY at the address, phone, or fax numbers listed above for information regarding a "Special Use License. "Otherwise, you may NOT :
 - (a) Make or distribute copies of the Software or documentation, or any portion thereof, except as expressly provided in this Agreement.

- (b) Use any backup or archival copy of the Software (or allow someone else to use such copy) for any purpose other than to replace the original copy in the event it is destroyed or becomes defective;
 - (c) Alter, decompile, modify reverse engineer or disassemble the Software, create derivative works based upon the Software, or make any attempt to bypass, unlock or disable any protective or initialization system on the Software;
 - (d) Rent, lease, sub-license, time-share, or transfer the Software or documentation, or your rights under this Agreement.
 - (e) Remove or obscure any copyright or trademark notice(s) on the Software or documentation;
 - (f) Upload or transmit the Software, or any portion thereof, to any electronic bulletin board, network, or other types of multi-use computer system regardless of purpose;
 - (g) Include the Software in any commercial products intended for the manufacture, distribution, or sale; or
 - (h) Include the Software in any product containing immoral, scandalous, controversial, derogatory, obscene, or offensive works.
4. Termination. This license is effective upon the first use, installation, loading or copying of the Software. You may terminate this Agreement at any time by destruction and disposal of the Software and all related documentation. This license will terminate automatically without notice from the COMPANY if you fail to comply with any provisions of this license. Upon termination, you shall destroy all copies of the Software and any accompanying documentation.

All provisions of this Agreement as to warranties, limitation of liability, remedies or damages shall survive termination.

5. Copyright Notice. The COMPANY and/or our Licensors hold valid copyright in the Software. Nothing in this Agreement constitutes a waiver of any right under the United States of America Copyright law or any other federal or provincial law. This program is protected by the United States of America federal and international copyright laws.
6. Miscellaneous. This Agreement shall be governed by the laws of the United States of America and the State of Arizona. If any provision, or any portion, of this Agreement, is found to be unlawful, void, or for any reason unenforceable, it shall be severed from, and shall in no way affect the validity or enforceability of the remaining provisions of the Agreement.

7. Limited Warranty and Disclaimer of Warranty. For a period of 90 days from the date on which you purchased the Software, the COMPANY warrants that the media on which the Software is supplied will be free from defects in materials and workmanship under normal use. If the Software fails to conform to this warranty, you may, as your sole and exclusive remedy, obtain a replacement free of charge if you return the Software to us with a dated proof of purchase. The COMPANY does not warrant that the Software or its operations or functions will meet your requirements, nor that the use thereof will be without interruption or error.

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, THE COMPANY DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS OR OTHERWISE.

IN NO EVENT SHALL THE COMPANY OR ITS EMPLOYEES OR LICENSORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LICENSE GRANTED UNDER THIS AGREEMENT INCLUDING AND WITHOUT LIMITATION, LOSS OF USE, LOSS OF DATA, LOSS OF INCOME OR PROFIT, OR OTHER LOSS SUSTAINED AS A RESULT OF INJURY TO ANY PERSON, OR LOSS OF OR DAMAGE TO PROPERTY, OR CLAIMS OF THIRD PARTIES, EVEN IF THE COMPANY OR AN AUTHORIZED REPRESENTATIVE OF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL LIABILITY OF THE COMPANY FOR DAMAGES WITH RESPECT TO THE SOFTWARE EXCEED THE AMOUNTS ACTUALLY PAID BY YOU, IF ANY, FOR THE SOFTWARE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

ACKNOWLEDGEMENT

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND THE COMPANY AND SUPERCEDES ALL PROPOSALS OR PRIOR ENDORSEMENTS, ORAL OR WRITTEN, AND ANY OTHER

COMMUNICATIONS BETWEEN YOU AND THE COMPANY OR ANY REPRESENTATIVE OF THE COMPANY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.