

SOFTWARE LICENSE AGREEMENT

I. LICENSE

HAWKEYE INFORMATION SYSTEMS, INC. ("HAWKEYE") hereby grants to the purchaser ("Licensee") a non-exclusive license to use PATHFINDER Software ("Software") and instructional materials, including the manual (the "Documentation"), subject to the terms and restrictions set forth in *this* Software License Agreement (the "Agreement"). Title to the Software and Documentation shall at all times remain in and with HAWKEYE.

II. TITLE, OWNERSHIP AND COPYRIGHT

A. HAWKEYE has title to and sole ownership of the Software and Documentation. HAWKEYE has the authority to grant the rights and to undertake the obligations described herein without the further consent or permission of any person. HAWKEYE shall defend Licensee against any claim that the Software or Documentation infringe or misappropriate any patent, copyright, trade secret or other proprietary right enforceable in the United States.

B. The Software and accompanying Documentation are copyrighted materials. No part of the Software or Documentation may be copied or otherwise reproduced; provided however that the Software may be downloaded onto an iSeries as an essential step in executing the program. Licensee may make one archival copy of the Software solely for the purpose of backup.

III. RESTRICTIONS ON USE AND TRANSFER

The original and any backup of the Software shall be used only in connection with a single CPU at Licensee's business. No copies of the Software or the Documentation shall be distributed to others without the prior written consent of HAWKEYE even in the event Licensee is purchased by or merged with a third party. The rights of Licensee under this Agreement shall not be assigned, shared, marketed, sublicensed or otherwise transferred. No modification, alteration or other changes to the Software shall be permitted without the prior written consent of HAWKEYE.

IV. MALICIOUS CODE.

HAWKEYE has not intentionally incorporated any disabling device or mechanism in the Software and the Software is free of all viruses, worms, Trojan horses and other material known to be contaminants, and does not contain any bugs, errors, or problems that would substantially disrupt its operation or have a substantial adverse impact on the operation of the Software.

V. SOFTWARE SUPPORT SERVICES

A. HAWKEYE agrees to provide support services at no additional charge for 120 days from the date of shipment. Such support services will include all technical support, both telephone and electronic refinements or "fixes" to the program, new release upgrades, enhancements to interface with new versions of IBM's Operating System, manual updates, technical training, model upgrades, and technical articles.

B. Upon mutual agreement of HAWKEYE and Licensee, support services may be extended annually by Licensee's payment in advance of Hawkeye's annual support services fee.

VI. 30 DAY TRIAL OFFER AND REFUND POLICY

A full refund or cancellation of all charges will be issued by HAWKEYE if, within thirty days after receipt of the Software, Licensee requests a return authorization number and provides written notification that the performance of the Software has not met with Licensee's satisfaction.

VII. LIMITATION OF LIABILITY

NEITHER HAWKEYE NOR ANYONE INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SOFTWARE OR DOCUMENTATION SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BENEFITS RESULTING FROM THE USE OF THE PROGRAM OR ARISING OUT OF ANY BREACH OF ANY WARRANTY, EVEN IF HAWKEYE HAS RECEIVED ACTUAL OR CONSTRUCTIVE NOTICE OF THE LIKELIHOOD OF SUCH DAMAGES. HAWKEYE FURTHER DISCLAIMS ANY LIABILITY FOR RELIANCE BY LICENSEE ON THE SOFTWARE OR DOCUMENTATION OR ANY PORTION THEREOF.

VIII. NO WARRANTY OF PERFORMANCE/COMPATIBILITY

HAWKEYE does not and cannot warrant the performance or results that may be obtained by Licensee's use of the Software or the Documentation. The Software and the Documentation are licensed "AS IS" WITHOUT WARRANTY. Compatibility is not warranted with systems other than the iSeries.

IX. LIMITED WARRANTY FOR MEDIA

All copies of the Software are released in a controlled state, and all media is re-initialized before copies are prepared for shipment. To original Licensee only, HAWKEYE warrants the electronic media on which the software is recorded to be free from defects in materials and faulty workmanship under normal use for a period of ninety (90) days from the date the Software is delivered. If, during this ninety-day period, a defect in the media occurs, HAWKEYE will replace the media without charge. Licensee's sole remedy in the event of a defect is limited to replacement of the media.

X. USE

The Licensee's right to use of the Software is limited to the Licensee only and may not be sold or assigned to any other third party. The use of the Software is also limited to the specific CPU or site as indicated on the order form accompanying this Agreement.

XI. EFFECTIVE USE AND PAYMENT

THE PAYMENT BY LICENSEE TO HAWKEYE AND THE INSTALLATION AND USE OF THE SOFTWARE OR DOCUMENTATION SUPPLIED BY LICENSEE SHALL CONSTITUTE A BINDING ACKNOWLEDGMENT BY LICENSEE THAT LICENSEE HAS READ THIS AGREEMENT IN ITS ENTIRETY, INCLUDING BUT NOT LIMITED TO, ALL THE PROVISIONS SET FORTH IN CAPITAL LETTERS HEREIN, AND LICENSEE FULLY UNDERSTANDS ITS PROVISIONS AND AGREES

TO BE FULLY BOUND BY ITS TERMS. FURTHER, LICENSEE AGREES THAT IN CONSIDERATION OF THE LICENSE FEE PAID AND THE RIGHTS GRANTED TO LICENSEE TO USE THE SOFTWARE AND RELATED DOCUMENTATION THAT ALL TERMS OF THIS AGREEMENT SHALL BE DEEMED VALID AND FULLY ENFORCEABLE AGAINST LICENSEE.

XII. CONFIDENTIALITY.

HAWKEYE agrees not to intentionally disclose Licensee's "Confidential Information" in whole or in part, without Licensee's prior written consent. "Confidential Information" means and includes any and all of the following that has been or may hereafter be disclosed by Licensee to HAWKEYE: financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, personnel training techniques and materials, specifications, data, know-how, processes, designs, sketches, photographs, samples, inventions, customer lists, current and anticipated customer requirements, supplier lists, market studies, business plans, potential buyers and/or lessors, any other information otherwise obtained from a review of Licensee's documents, irrespective of the form of the communication. Confidential Information shall not include (i) information that is or becomes publically available other than as a result of the acts of HAWKEYE or its Representatives in violation of this Agreement; (ii) is in the possession of the HAWKEYE or its Representatives prior to disclosure by Licensee; and (iii) or becomes available to HAWKEYE from a source that, to Hawkeye's knowledge is not bound by a confidentiality agreement with Licensee prohibiting such disclosure. Notwithstanding the foregoing, the parties agree that HAWKEYE may transmit Confidential Information: (a) to its officers, directors, partners, employees, affiliates, agents or representatives ("Representatives") who need to know the Confidential Information in the furtherance of the performance of HAWKEYE'S obligations under this Agreement; and (b) if, on the advice of counsel, the disclosure is required by law or legal process.

XIII. COMPLETE AGREEMENT

LICENSEE FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN HAWKEYE AND LICENSEE AND THAT THIS AGREEMENT SUPERSEDES ALL OTHER PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN HAWKEYE AND LICENSEE RELATING TO THIS AGREEMENT.

XIV. MISCELLANEOUS

This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Colorado, and venue and jurisdiction will be exclusively proper in Larimer County, Colorado. In the event of a breach of the terms of this Agreement, the non-breaching party will be entitled to recovery of reasonable attorneys' fees and costs.