



STFB Inc.

Software Technology For Business

8362 Pines Blvd Suite 387 Pembroke Pines, FL 33024

(954)-986-8917 / Fax: (954)-986-1399 / www.stfb.com

Terms and Conditions of Sale

Integral Accounting Enterprise is a very large, complicated product; a multi-tiered accounting development tool with several presentation layers that is made up of megabytes of source code, hundreds of tables, hundreds of stored procedures, and many web services.

The Integral Accounting Enterprise system may require compilation and editing of the source files for it to work in some environments per the installation instructions available for review at

<http://www.integralaccountinghelp.com>

Integral Accounting Enterprise may require some customization to work properly within your organization, including but not limited to the following: report formats, financial reports, check printing formats, tax reports, and work flow adjustments. You may also need to adjust security to properly meet your site's particular requirements.

Since the Integral Accounting Enterprise program is large and complex, with many fields and options to enter properly and adjust, please be aware that it will take a lot of time to set-up and configure this software properly, there are many set-up and configuration options that must be reviewed and understood before implementation. Knowledge of basic accounting is assumed and required for the successful implementation of this product.

We also strongly recommend that the software be set-up in a test environment, tested fully, and experimented with before the software is operated in a live environment. New releases to the software should also be tested prior to moving them into production environments, and complete backups of the system should be performed before any updates and before any changes are made to the system.

To modify the Integral Accounting Enterprise software, you must be very familiar with and be able to program in the following core technologies that the software uses:

- SQL Server Stored Procedures
- ASP Dot Net Programming
- Visual Basic Dot Net Programming
- ASPX, XML, & HTML
- Web Services Programming

You should be very familiar with the SQL Server Administration, IIS Set-up and Administration, Dot Net Framework Set-up and Administration, Windows 2000 and greater System Set-up and Administration.

Given the advanced nature of the software and the requirements stated above, we only sell this product to Developers, Consultants, Value Added Resellers, and End-Users with their own IS Departments and / or their own consultants who have experience working with software of this size and complexity who agree that they can meet the above requirements for successful software implementation and development.

The software is provided completely on an "AS-IS" basis and there are no returns. Therefore, Please make sure you completely review the demo and make sure that you are completely satisfied with its operation, and that the software is workable for you. The Demo application that you can review on our site is exactly what you receive the source code for when you purchase the full product.

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STFB Inc. is not responsible for any changes that you make to the software, nor are we responsible for tracking the changes that you make to the software. Your company should already have a change management system in place and routinely being used by your programmers.

STFB Inc. offers no other services, we provide the software and source code only as a finished product. If you require Advanced Support, Training, Installation, Phone Support, or Custom Programming, you will have to purchase these services from a third party at whatever their current rates and conditions are. STFB Inc. is not responsible for any work performed for you by a third party, even if STFB Inc. was asked to refer that third party to you.

License Agreement

STFB Inc. grants you the non-exclusive right to use the Integral Accounting Enterprise program, source code, and documentation, referred to in this agreement as the 'package', in any way that you see fit, including reselling the compiled executable of the system or offering the system as a hosted application, as long as your usage of the program does not violate the terms and conditions set forth in this agreement.

STFB Inc. Grants you the right to customize the Integral Accounting Enterprise System and resell the system with your changes. There are no limitations on the number of times the package may be customized, compiled, then resold. However, only the compiled executable program and documentation of the package can be distributed, not the source code to the package.

If you would like to distribute the source code, you must purchase an additional source code license for every package that you distribute the source code with, and all of the parties you distribute the source code to must also agree to be bound by this agreement.

The package is delivered "AS-IS" and STFB Inc. makes no additional warranties, express or implied, including but not limited to the merchantability of fitness for any purpose. All such warranties are specifically disclaimed.

Neither STFB Inc., nor parties involved in the creation or delivery of the package, shall be liable for any direct, indirect, incidental, or consequential damages or for lost profits or loss of data, data being rendered inaccurate, loss of business profits, loss of business information, business interruptions, loss sustained by you or third parties, or a failure of the software to operate with any other software or for any claim or demand against you by a third party under any circumstances, whether based on contract, tort, or legal theory, even if STFB Inc. was advised of the possibility of such damages.

Performance of this package depends upon the hardware, & software configuration (s) of the computers and the speed of network upon which it runs. The performance of this package is not guaranteed in any way.

If any provision of this agreement shall be held by a court of competent jurisdiction to be contrary to the law, the remaining provisions of this agreement will remain in full force and in effect.

The internal laws of the State of Florida shall govern this agreement. You hereby consent to the exclusive jurisdiction and venue of the state courts sitting in Broward County, Florida or the federal courts in the State of Florida to resolve any disputes arising under this agreement.

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In any event, STFB Inc.'s entire liability in any manner arising out of the use of the package, whether by tort, contract, or otherwise shall not exceed the retail price of the package

You must agree to be bound by the all of the terms and conditions of this agreement for us to grant you a license for the use of this software.

Copyrights and Trademarks

Integral Accounting Enterprise is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Integral Accounting Enterprise system is a licensed product, not sold.

All rights, title, and copyrights in and to the Integral Accounting Enterprise package (including, but not limited to, source code, diagrams, documentation, charts, graphs, html pages, test scripts, xml scripts, icons, images, smart panels, applets, animations, video, audio, and music, incorporated into Integral Accounting Enterprise) and any copies of the Integral Accounting Enterprise are owned by STFB Inc.

Nothing in this agreement implies or is meant to imply the transfer of copyright or transfer of ownership of the Integral Accounting Enterprise system to any other party.

STFB®, STFB Logo®, and Integral Accounting® are all registered trademarks of STFB Inc.

Private Labeling and Reselling STFB Inc. Products

You are granted the right to use, modify, and private label the software for resale. However, the software interface should be modified and customized in such a way where that the version of the software that you are reselling is not recognizable as an STFB Inc. product, and you must remove all of our logos and trademarks from both the software and the documentation.

If you choose to resell the source code with your software, you can, but, you have to agree to be bound by this agreement, which means that if you resell the source code you must pay an additional license fee, and the party you are selling the source code to must also agree to be bound by this agreement.

Hosting STFB Inc. Products

You are granted the right to use offer the STFB Inc. product to your customers as a hosted solution, provided that the conditions outlined above in "Private Labeling and Reselling STFB Inc. Products" are followed, and you take extra care to secure the source code and make sure security is sound since some source code may need to be stored at this third party location. You are responsible for any security breaches at a third party location.

The Integral Accounting Enterprise package can only be hosted in a Dedicated, Co-Located, or Virtual Hosting environment, where you have complete access to both the Windows Operating System, SQL Server, and IIS. The system can not be hosted in a shared environment, and we offer no support for the package when hosted in a shared environment.

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Selling STFB Inc Products as a Value Added Reseller

You are granted permission to resell the software package as a Value Added Reseller of STFB Inc, and to advertise the STFB Inc. products on your site, but your site, advertising, and sales materials must abide by the US Copyright and Trademark regulations.

This means that if you mention any of our products on your site, our company name or use our logo, in any way, such as in a press release, an ad, on a web page, you have to mention the Trademarks of STFB Inc.

You are allowed to state that you are fully licensed to resell the software, but you can not claim ownership of any STFB Inc. product, or use language that may imply ownership of any STFB Inc. products. You can claim ownership of any custom add-on modules that you produce.

These same rules also apply to the printed documentation, the sales material that we provide you, and any other material that you receive from STFB Inc. or from any of our websites. If you include the names of our products or the STFB Inc. logo, you need to mention our trademarks.

If you choose to resell the Integral Accounting Enterprise product, and / or use the STFB Inc, names, Symbols, and Marks, you must use them in a manner that does not reflect poorly on STFB Inc. or may cause damage to our reputation. These prohibited methods include, but are not limited to, the following: Selling on eBay or other auction boards, Unsolicited Emails, Message Board Posts, Advertising anywhere where the target group has an expected level of privacy.

I have read, understood, and acknowledge all of the information that appears in this agreement, and I certify that I have the authority to sign this on behalf of the company entering into this agreement:

Signature

Print Name & Title

Date

Company Name

Company Address