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5. Notwithstanding the terms and conditions of the license agreement you can use Cutting Muster 4 on limitless number of PCs.

Software License Agreement

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9. PC means a personal computer.
10. Software means, separately or together, the above-identified computer software.
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Without prejudice to any other rights, SA International Inc. may terminate the Agreement if you fail to comply with any of its terms and conditions or if you violate SA International Inc. "Acceptable Use Policy" which is posted upon SA International Inc. at www.thinksai.com or such other internet-accessible location as SA International Inc. may determine at its discretion. In such event, you shall destroy all copies of the Software (including all of its component parts) and Materials. SA International Inc. may suspend or deactivate your use of the Software with or without notice. SA International Inc. reserves the right to discontinue all support for the Software. SA International Inc. will endeavor to notify you of any such discontinuance of such support but assumes no obligation to do so. From time-to-time SA International Inc. may change the terms and conditions of this Agreement. Your continued use of the Software indicates your agreement to any such changes.

GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by the laws of the State of Utah and jurisdiction for any dispute, except as expressly provided herein, shall be exclusively within the courts located within the State of Utah.

ARBITRATION

Any dispute arising directly or indirectly under Agreement may, at SA International Inc.'s sole and exclusive discretion, be submitted to, and settled by arbitration by at least one (1) arbitrator. The arbitration shall be conducted in accordance with the rules for conducting arbitration by an organization previously established for conducting arbitration, which arbitration shall take place in Murray, Utah, or such other location in Utah as may be chosen by SA International Inc. Each arbitrator shall strictly apply Utah law, the Federal Rules of Evidence and the terms of this Agreement and shall have no power to strike, amend, or modify said terms. Any such proceeding shall, at the exclusive discretion of SA International Inc. be held in confidence by all parties and witnesses. The judgment or the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof and there shall be no trial de novo. At the sole discretion of SA International Inc. the arbitrator(s) may have equitable powers including the right to issue temporary restraining orders and preliminary injunctions.

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5. SA International Inc. intends to maintain Information in accordance with SA International Inc.'s understanding of industry practices but assumes no responsibility or liability in connection therewith.

6. This Agreement sets forth SA International Inc.'s entire liability and your exclusive remedy with respect to the Software and the use thereof.

7. This Agreement does not limit any rights that SA International Inc. may have under trade secret, copyright, patent, trademark, or other laws. No representative of SA International Inc. is authorized to make any modification to this Agreement, or make any additional representations, commitments, or warranties binding upon SA International Inc.

INTEGRATION

This Agreement constitutes the full and complete agreement between the parties with respect to the within subject matter and supersedes all prior negotiations and agreements (whether written or oral) between the parties.

DEFINITIONS AND HEADINGS

1. The definitions provided herein are referred to herein by bold and italicization throughout this Agreement. The definitions of such terms are understood to be applicable to both singular and plural uses of such defined terms.

2. The titles of this Agreement are inserted for convenience only and shall not be construed as limiting in any manner.

AMENDMENTS

No amendment or modification of this Agreement shall be valid or binding unless the same shall be made in writing and signed on behalf of each party.

WAIVER

1. The failure to enforce any of the terms and conditions of this Agreement by SA International Inc. shall not be deemed a waiver of any other right or privilege under this Agreement or a waiver of the right to thereafter claim damages for any deficiencies resulting from any misrepresentation, breach of warranty, or

nonfulfillment of any obligation.

2. In order for there to be a waiver of any term or condition of this Agreement, such waiver must be in writing and signed by the party making such waiver.

SEVERABILITY

If any provision of the Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. Without limiting the foregoing, it is expressly understood and agreed that each and every provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, indemnification or exclusion of damages or other remedies is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages or other remedies set forth herein shall remain in effect.

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If you are a U.S. Government end-user, this Agreement conveys only "RESTRICTED RIGHTS," and its use, disclosure, and duplication are subject to Federal Acquisition Regulations, 52.227-7013(C) (1) (ii).

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Should SA International Inc. prevail in any lawsuit, action, or proceeding in contract, tort, or otherwise which arises out of or related to this Agreement, SA International Inc. shall be entitled to recover all of its costs and expenses including, without limitation, its reasonable attorneysEfees incurred in connection with such lawsuit, action, or proceeding, including any appeal of such lawsuit, action, or proceeding.

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