<u>Exhibit B</u>
Netaphor Software License Agreement

1   BACKGROUND.

This Software License Agreement ("Agreement") is a legal agreement between you (either an individual or a single entity - "Licensee") and NETAPHOR SOFTWARE, INC. ("Netaphor") for the specific version of the SiteAudit (TM) ONSITE SOFTWARE PRODUCT, SiteAudit (TM) HOSTED SOFTWARE PRODUCT OR SiteAudit (TM) COMPACT SOFTWARE PRODUCT provided to Licensee by Netaphor, which includes computer software and associated media and printed materials, and may include "online" or electronic documentation (collectively the "SOFTWARE PRODUCT").

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2   OWNERSHIP OF SOFTWARE PRODUCT.

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   3.1.1. SCOPE OF USE, INSTALLATION AND COPIES: The SOFTWARE PRODUCT may only be used, installed, or copied for evaluation purposes pursuant to a written agreement with NETAPHOR.
   3.1.2. EVALUATION USE: Notwithstanding the foregoing, if LICENSEE received this Software without charge on an evaluation basis, Licensee may use the Software only for internal evaluation or other non-production purposes.
   3.1.3. TERM: The term of this License is for a period of 30 days from the date on which LICENSEE first installed the Software, or until the Software ceases functioning, whichever comes first.
   3.1.4. REDISTRIBUTION: LICENSEE may not redistribute this product in form whatsoever without the express written consent of NETAPHOR.

3.2. REGULAR (PURCHASED) LICENSE:
   3.2.1. Licensee may install the SOFTWARE PRODUCT for use only with the number of "output devices" purchased by licensee. Each device that a user can print to is considered an output device.
   3.2.2. TERM: The term of this License is for the period for which this LICENSE is purchased.
   3.2.3. Licensee may use the SOFTWARE PRODUCT for the sole purpose of print management.
   3.2.4. REDISTRIBUTION: LICENSEE may not redistribute this product in form whatsoever without the express written consent of NETAPHOR.

3.3. COMPACT   LICENSE:
   3.3.1. SCOPE OF USE, INSTALLATION AND COPIES: The SOFTWARE PRODUCT may only be run and used solely for the purposes of conducting a print assessment.
   3.3.2. TERM: The term of this License is for a predefined "monitoring" period which is mutually agreed to between NETAPHOR and LICENSEE.   The "monitoring" period is the cumulative amount of time spent running the SOFTWARE PRODUCT to collect data starting from the date

on which LICENSEE first started collecting data.

      3.3.3.   REDISTRIBUTION: LICENSEE may not redistribute this product in any form whatsoever without the express written consent of NETAPHOR.

4   RESTRICTIONS.

Licensee will not and will not knowingly permit any third party to (a) remove, deface, bypass, over-ride or otherwise defeat any product identification, copyright notices, trademarks, restricted rights or other proprietary restrictions, or any license administration or enforcement mechanisms contained in or affixed to the SOFTWARE PRODUCT, (b) use the SOFTWARE PRODUCT for any purpose other than as expressly permitted in this agreement, (c) transfer, sell, assign, pledge, lease, rent or share Licensee's rights in the SOFT-WARE PRODUCT, (d) reverse engineer, decompile, disassemble, trace or translate the SOFTWARE PRODUCT, or do anything to attempt to discover the SOFTWARE PRODUCT's source code, (e) prepare any derivative works based on the SOFTWARE PRODUCT, or (f) copy the SOFTWARE PRODUCT, or (e) modify, adapt or alter the SOFTWARE PRODUCT.

5   TERMINATION.

This Agreement is effective upon (a) LICENSEE's installation or first use of the SOFTWARE PRODUCT, or (b) the downloading of the SOFTWARE PRODUCT from NETAPHOR's Web site or other authorized electronic medium, and this Agreement shall continue in effect until terminated as provided for hereunder. Evaluation licenses terminate at the end of the Evaluation Period as specified in Section 3.1.3. NETAPHOR may terminate this Agreement upon the breach by LICENSEE of any material term hereof. Termination of this Agreement by NETAPHOR shall automatically, and without further action by NETAPHOR, terminate and extinguish all licenses granted by NETAPHOR to LICENSEE under this Agreement. Upon such termination by NETAPHOR, LICENSEE agrees to delete the SOFTWARE PRODUCT from the hard drive of the computers that it is installed on and destroy all copies of the SOFTWARE PRODUCT.

6   NO WARRANTIES.

To the maximum extent permitted by law (unless mutually agreed to under a separate and overriding agreement), NETAPHOR expressly disclaims any warranty for the SOFTWARE PRODUCT and any support services provided by NETAPHOR. The SOFTWARE PRODUCT and support services are provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose. The entire risk arising out of use or performance of the SOFTWARE PRODUCT and update packages remains solely with Licensee.

7   LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW (UNLESS MUTUALLY AGREED TO UNDER A SEPARATE AND OVERRIDING AGREEMENT) NEITHER NETAPHOR NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL, PUNITIVE OR MULTIPLE DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR ANY ACCOMPANYING PRINTED MATERIALS OR DOCUMENTS OR NETAPHOR'S PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF NETAPHOR AND ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IF THE DAMAGES ARE FORESEEABLE. NETAPHOR's ENTIRE LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OF LICENSEE'S USE OF THE SOFTWARE PRODUCT SHALL BE LIMITED TO THE AMOUNT OF ONE DOLLAR (U.S. $1).

8   HAZARDOUS OR HIGH RISK ENVIRONMENTS.

LICENSEE acknowledges that the SOFTWARE PRODUCT is not designed or licensed for use in hazardous or high risk environments such as, but not limited to, operation of nuclear facilities, direct life support, air or space travel or police, rescue or military operations. LICENSEE agrees and acknowledges that NETAPHOR shall have no liability in connection with any use of the SOFTWARE PRODUCT in hazardous or high-risk environments.

9   SEVERABILITY.

This agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemplated agreements or representations, written or oral, of the parties pertaining to the subject matter. This agreement may not be modified except in a written amendment signed by authorized representatives of both parties.

10   MISCELLANEOUS.

10.1   Authority.   Each party represents and warrants that it has the authority to enter into this Agreement.

10.2   Assignment.   Neither party shall assign, delegate or transfer any of its rights, duties or responsibilities under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, except (a) an assignment to a successor entity or due to a merger or consolidation with another entity, or (b) an assignment of a right to receive payment. This Agreement shall bind any successors and assignees of the parties as if they were an original party to this Agreement.

10.3   Entire Agreement And Amendments. This Agreement, including all attached exhibits and amendments, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemplated agreements or representations, written or oral, of the parties pertaining to such subject matter. This Agreement may not be modified except in a written amendment signed by authorized representatives of both parties.

10.4   Severability.   If any provision of this Agreement is declared to be illegal, unenforceable or void, the remainder of this Agreement shall be enforced to the extent permitted by law and the illegal, unenforceable or void provision shall be replaced with a mutually acceptable provision which comes closest to the intention of the parties underlying the original provision.

10.5   Applicable Law.   Unless mutually agreed to under a separate and overriding agreement, this Agreement shall be interpreted, construed and governed by the laws of the State of California without regard to its conflict of law rules. The parties hereby irrevocably submit to the exclusive jurisdiction and venue of the state and federal courts sitting in Orange County, California for the purpose of all legal proceedings arising out of or relating to this Agreement.

10.6   Waiver.   No delay or omission by either party to exercise any right or remedy hereunder shall be construed as a waiver of such right or remedy. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of the Agreement.

10.7   Headings.   Section headings are inserted for convenience only and are not a part of this Agreement.

YEAR 2000 STATEMENT

NETAPHOR SOFTWARE, INC. considers a product Year 2000 compliant if the product, when used in accordance with its associated documentation, is capable of correctly processing, providing, and/or receiving date data within and between the 20th and 21st centuries, provided that all products (for example, hardware, software and firmware) used with the product properly exchange accurate date data with it.