LIMA SOFTWARE LICENSE AGREEMENT

This Vendor Oriented Software License Agreement (the "Agreement") is made and effective <mark>TBA</mark>,

BETWEEN: **IntaForensics Limited** (the "Licensor"), a corporation organized and existing under the laws of the United Kingdom of Great Britain and Northern Ireland (UK), with its head office located at:

                                       IntaForensics Limited
                                       The Courtyard, Eliot Business Park
                                       Nuneaton, Warwickshire CV10 7RJ
                                       United Kingdom

AND: <mark>TBC</mark>

WHEREAS, Licensor has developed certain computer programs and related documentation more particularly described in Schedule A attached hereto (the "Products") and desires to grant Licensee a license to use the Software.

WHEREAS, Licensee wishes to use the Software under the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensee and Licensor hereby agree as follows:

1. LICENSE

In accordance with the terms herein, Licensor grants to Licensee, and Licensee accepts from Licensor, a perpetual non-exclusive and non-transferable license to use the current version of Licensor's Software. A description of the Software System is attached as Schedule A.

The Software shall initially be used only on equipment and at location(s) identified in Schedule B as "Data Processing Centers." Use of the Software may be subsequently transferred to Data Processing Centers maintained by Licensee at other locations, provided (1) the total number of Data Processing Centers at which the Software is used by Licensee does not exceed the number of Data Processing Centers specified in Schedule B, and (2) Licensee provides Licensor with written notice **30** (**THIRTY**) days before such transfer. The Software shall be used only for the processing of Licensee's own business, which shall include servicing and maintaining records on behalf of, its customers and clients. Licensee shall not: (1) permit any third party to use the Software, or (2) use the Software in the operation of a service bureau.

2. COPIES

The license(s) granted herein include(s) the right to copy the Software in non-printed, machine readable form in whole or in part as necessary for Licensee's own business use. In order to protect Licensor's trade

secret and copyrights in the Software, Licensee agrees to reproduce and incorporate Licensor's trade secret or copyright notice in any copies, modifications or partial copies.

3. PRICE AND PAYMENT

Licensee shall make payment to Licensor for the Software license pursuant to the fees and payment terms set forth in Schedule C.

4. SOFTWARE OWNERSHIP

Licensor represents that it is the owner of the Software and all portions thereof and that it has the right to modify same and to grant Licensee a license for its use.

5. INTENT TO COOPERATE

Both Licensor and Licensee acknowledge that successful implementation of the Software pursuant to this License Agreement shall require their full and mutual good faith cooperation and Licensee acknowledges that it shall timely fulfill its responsibilities, including but not limited to those set forth below.

6. CONSULTING SERVICES

Licensor shall provide Licensee with TBC man-days of additional consulting and training services, not including software maintenance, to be used at Licensee's discretion and delivered at TBA.

7. TITLE TO SOFTWARE SYSTEMS AND CONFIDENTIALITY

The Software and all programs developed hereunder and all copies thereof are proprietary to Licensor and title thereto remains in Licensor. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software or any modifications made at Licensee's request are and shall remain in Licensor. Licensee shall not sell, transfer, publish, disclose, display or otherwise make available the Software or copies thereof to others. Licensee agrees to secure and protect each module, software product, documentation and copies thereof in a manner consistent with the maintenance of Licensor's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program or software product to satisfy its obligations hereunder. All copies made by the Licensee of the Software and other programs developed hereunder, including translations, compilations, partial copies with modifications and updated works, are the property of Licensor. Violation of any provision of this paragraph shall be the basis for immediate termination of this License Agreement.

8. ACCEPTANCE

The Software shall be deemed to have been accepted when it passes Licensor's standard test procedures on equipment approved by Licensor pursuant to paragraph 16 below.

9. USE AND TRAINING

Licensee shall limit the use of the Software to its employees who have been appropriately trained. Licensor shall make training for the Software available to Licensee pursuant to its standard training procedures delivered onsite in class sizes of no more than **20 (TWENTY)**. Training shall be provided at TBC.

10. WARRANTY

    A. Licensor warrants that Software will conform, as to all substantial operational features, to Licensor's current published specifications, when installed and will be free of defects which substantially affect system performance.

    B. The Licensee must notify Licensor in writing, within **30** (**THIRTY**) days of delivery of the Software to the Licensee (not including delivery of any subsequent modifications to the Software), of its claim of any such defect. If the Software is found defective by Licensor, Licensor's sole obligation under this warranty is to remedy such defect in a manner consistent with Licensor's regular business practices.

    C. THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY LICENSOR. LICENSOR MAKES AND LICENSEE RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE SYSTEMS.

    D. If any modifications are made to the Software by Licensee during the warranty period, this warranty shall immediately be terminated. Correction for difficulties or defects traceable to Licensee's errors or systems changes shall be billed at Licensor's standard time and material charges.

    E. Licensee agrees that Licensor's liability arising out of contract, negligence, strict liability in tort or warranty shall not exceed any amounts payable by Licensee for the Software identified above.

11. INDEMNITY

Licensor at its own expense will defend any action brought against Licensee to the extent that it is based on a claim that any software system used within the scope of this License Agreement infringes any patents, copyrights, license or other property right, provided that Licensor is immediately notified in writing of such claim. Licensor shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Licensor's prior written approval.

If, as a result of any claim of infringement against any patent, copyright, license or other property right, Licensor is enjoined from using the Software, or if Licensor believes that the Software is likely to become the subject of a claim of infringement, Licensor at its option and expense may procure the right for Licensee to continue to use the Software, or replace or modify the Software so as to make it non-infringing. If neither of these two options is reasonably practicable Licensor may discontinue the license

granted herein on one month's written notice and refund to Licensee the unamortized portion of the license fees hereunder (based on four years straight line depreciation, such depreciation to commence on the date of this Agreement). The foregoing states the entire liability of Licensor with respect to infringement of any copyrights or patents by the Software or any parts thereof.

12. TERMINATION

Licensor shall have the right to terminate this agreement and license(s) granted herein:

A. Upon **30** (**THIRTY**) days' written notice in the event that Licensee, its officers or employees violates any provision of this License Agreement including, but not limited to, confidentiality and payment;

B. In the event Licensee (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute or (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority.

C. In the event of termination by reason of the Licensee's failure to comply with any part of this agreement, or upon any act which shall give rise to Licensor's right to terminate, Licensor shall have the right, at any time, to terminate the license(s) and take immediate possession of the Software and documentation and all copies wherever located, without demand or notice. Within **30** (**THIRTY**) days after termination of the license(s), Licensee will return to Licensor the Software in the form provided by Licensor or as modified by the Licensee, or upon request by Licensor destroy the Software and all copies, and certify in writing that they have been destroyed. Termination under this paragraph shall not relieve Licensee of its obligations regarding confidentiality of the Software.

Without limiting any of the above provisions, in the event of termination as a result of the Licensee's failure to comply with any of its obligations under this License Agreement, the Licensee shall continue to be obligated for any payments due. Termination of the license(s) shall be in addition to and not in lieu of any equitable remedies available to Licensor.

13. TAXES

Licensee shall, in addition to the other amounts payable under this License Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated which are levied or imposed by reason of the transactions contemplated by this License Agreement. Without limiting the foregoing, Licensee shall promptly pay to Licensor an amount equal to any such items actually paid, or required to be collected or paid by Licensor.

14. HARDWARE REQUIREMENTS

Licensee shall make available for the Software implementation, at each location listed in Schedule B, computer equipment and software configurations approved by Licensor as adequate for such implementation at such location.

15. LICENSED LOCATIONS

Use of the Software by the Licensee at any location other than those described in Schedule B, shall be the basis for immediate termination of this License Agreement. Termination of the License Agreement shall be in addition to and not in lieu of any equitable remedies available to Licensor.

16. DELIVERY, INSTALLATION AND TESTING

The System shall be delivered, installed and tested at each Data Processing Center identified in Schedule B in accordance with the Delivery, Installation and Testing Schedule attached as Schedule D.

17. CUSTOM MODIFICATIONS

All custom modifications to the Software, not including assisting Licensee in implementation of the Software Job Control Language, shall be undertaken by Licensor at its then current time and materials charges. For each custom modification requested, Licensee shall provide written specifications to Licensor, which shall be mutually agreed upon prior to commencement of such custom modification effort.

18. ENTIRE AGREEMENT

Each party acknowledges that it has read this Agreement, it understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.

19. REASONABLE CAUSES

Dates or times by which Licensor is required to make performance under this license shall be postponed automatically to the extent that Licensor is prevented from meeting them by causes beyond its reasonable control.

20. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of United Kingdom of Great Britain and Northern Ireland (UK).

21. ASSIGNMENT

The Licensee may not assign or sub-license, without the prior written consent of Licensor, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. No action, regardless of form, arising out of this Agreement may be brought by Licensee more than two years after the cause of action has arisen.

22. ATTORNEY'S FEES

Licensor shall have the right to collect from Licensee its reasonable expenses incurred in enforcing this agreement including attorney's fees.

23. WAIVER

The waiver or failure of Licensor to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

IntaForensics Limited

_____
Authorized Signature

_____
Authorized Signature

Mr Andrew Frowen (Chief Executive Officer)

_____
Print Name and Title