DBI TECHNOLOGIES INC. Confidential Software License Agreement (02/04)

EXTRACTOR 7.2 Software Development Kit (SDK) License Agreement

THIS IS A LEGAL AGREEMENT BETWEEN D.B.I. TECHNOLOGIES INC. (DBI) AND, "THE LICENSEE"

(LICENSEE)

("Licensed Address")

1. LICENSE : DBI hereby grants you a non-exclusive license (the "License") to use the software program and related documentation ("Documentation") known as "Extractor 7.2", (the "Software") for the following purposes:

(i) as a software development kit to develop a software application ("Product"), or internet related service ("Service") on up to 100 computers located only at the Licensed Address, or such other premises as may be occupied by the Licensee, or as a software development kit only on specified number of computers ( to a maximum of 100) of any agent or contractor engaged by the Licensee to do development work on the Software, at premises occupied by them, subject to prior written notice of same being provided to DBI,

(ii) in the event that the Software is permitted to be used as a software development kit, by an agent or contractor, Licensee undertakes to deliver with the notice under (i) above, a written acknowledgement by such agent or contractor, in the form set out in Schedule C, addressed to DBI, confirming the terms and provisions of this License, that they are acquiring no rights to the Software, or to use it, except to provide software development services to the Licensee, and their agreement to be bound by the terms and provisions of this License,

(referred to herein as"Permitted Uses").

2. INTELLECTUAL PROPERTY/COPYRIGHT : DBI has disclosed to the Licensee that DBI is the duly authorized licensee to distribute, sell and sub-license the Software pursuant to an existing Distribution License Agreement with the National Research Council of Canada (NRC). Accordingly, the Licensee acknowledges that NRC retains all intellectual property and patent rights, title and interest in and to the Software including all copyrights. The Software is protected under the copyright and patent laws of Canada and international treaty provisions. There are severe penalties, both civil and criminal, for patent and copyright infringement. Licensee may not copy the Software or documentation for use other than the Permitted Uses without the prior written approval of DBI.

3. OTHER RESTRICTIONS. Licensee may NOT use the Software as a Permitted Use, other than in the language versions set out in Section 5. Licensee may not modify, reverse engineer, decompile or disassemble the Software or its source code. Any modifications to the Software source code required by the Licensee shall be made by DBI pursuant to a "Customization Services Agreement" as set out in Section 8. In the event that the Licensee wishes to use the Software as a component of any software Product or Service of any type it is developing, or wishes to use the Software as an operating application in the form of a Product or Service for its own employees, agents or contractors, or by relicensing to other third party users, the Licensee is required to obtain one or more additional licenses to the

Software as provided for in Schedule A hereto.

4. LIMITED WARRANTY : DBI warrants that the Software will perform in accordance with the documentation provided with the Software. DBI warrants that the Software will operate on the following Platforms with the following Application Programming Interfaces ("APIs"):

a. Windows - Visual Basic (6.0 or later), Perl, and Java;

b. Linux – Perl and Java;

c. Solaris – Perl; and Java.

This Limited Warranty is void if failure of the Software has resulted from accident, abuse, or application in a manner other than as described in the documentation accompanying the Software. In the event of the Software being defective, DBI will replace the defective Software.

IN NO EVENT WILL DBI, NRC, OR THEIR RESPECTIVE EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE, OR INABILITY TO USE, THE SOFTWARE BY LICENSEE OR ANY SUCCESSOR OR ASSIGNEE OR PERMITTED SUB-LICENSEE, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOST PROFITS OR ANTICIPATED BENEFITS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.LANGUAGE PROCESSING: This License allows the Licensee to use the Software for the Permitted Uses in the following language version(s) only:

English, French, German, Japanese, Korean and Spanish.

6.LICENSE FEES: Licensee agrees to pay to DBI for the License:

(i) An initial License fee of \$ 7,500.00 USD payable upon execution of this License; This initial fee includes the first year's maintenance and support fee.

(ii) Those annual maintenance and support fees payable in accordance with Schedule "B" attached hereto and forming part hereof.

All applicable taxes payable in respect of any of the fees hereunder, other than income tax of DBI, are the responsibility of the Licensee. Overdue payments bear interest at a rate of 1.5% per month, or part thereof, calculated and compounded monthly.

7. DBI SUPPORT SERVICES: DBI agrees with Licensee to support the Software, including free access to DBI's support staff via DBI's designated support vehicle(s), in accordance with DBI's published support policies, from time to time. DBI's published support hours are 8:30 AM to 5:00 PM Central Time, on normal business days, unless stated otherwise. Each of DBI and Licensee agree to notify the other in writing within 10 business days if they desire to replace the person designated hereunder.

8.CUSTOMIZATION SERVICES: In the event that the Licensee requests modifications to the Software, Licensee and DBI shall enter in to a Customization Services agreement on terms to be agreed upon

between the parties. Fees for such services shall be based on DBI's current hourly rate and the number of hours to complete the customization. DBI shall retain all right, title and interest in and to such customization elements made to the Software and such elements shall automatically be covered by the terms of this License agreement. DBI agrees to maintain all such customization requests and the work thereunder as information confidential to the Licensee's business.

9. NRC DISCLAIMER: Licensee acknowledges and agrees to be bound by the following portions of the Distribution agreement between the DBI and the NRC:

(i) NRC has supplied the Software to DBI on an as is basis and there are no representations, warranties or conditions, on the part of NRC, expressed or implied by statute, including without limitation any with respect to:

(a) market readiness, merchantability, or fitness for any use or purpose;

(b) operational state, character, quality, or freedom from defects;

(c) non-infringement of rights of third parties under present or future patents.

(ii) NRC shall not be liable, in any event, for consequential or incidental damages, or loss of income, arising from the possession of or use of the Software;

(iii) NRC rejects all liability and responsibility relating to the consequences of using the Software.

(iv) In the event that NRC shall terminate DBI's Distribution agreement with respect to the Software:

a. NRC shall become the Licensor under an assignment of this License from DBI to NRC;

b. NRC and DBI shall be released from the obligations of DBI under Sections 7,8 and 11;

c. Licensee shall be released from the obligations under Sections 6(ii) and 8.

10. DBI'S RIGHT OF TERMINATION: In the event that DBI shall give written notice to the Licensee that it is in default of any term or provision of this agreement, and such default remains unremedied for a period of 30 days after the date of such notice, DBI shall have the right to cancel this License.

In the event that DBI terminates this license, the Licensee agrees with DBI:

(i) To make payment of any unpaid amounts due to DBI forthwith upon receipt of notice of cancellation;

(ii) To cease and desist in the use of the Software in any manner whatsoever

(iii) To destroy, or return to DBI, any medium containing the Software including disk, electronic, or written document or publication;

(iv) To give written notice to any agent or contractor of the Licensee of the cancellation of this License and deliver proof of the giving of such notice to DBI.

11. DBI'S RIGHT OF AUDIT: In the event that DBI shall be of the opinion that the Licensee, or any agent or contractor, is using the Software beyond the type and number of licenses granted hereunder, DBI shall be entitled to give written notice to the Licensee, or such agent or contractor, that it wishes to conduct an audit of such of the business and financial records of the License, or such agent or contractor, as is necessary to establish the use of the Software by the Licensee or any agent or contractor. The Licensee, or such agent or contractor, shall make such records available to DBI during normal business hours, within 10 days of receipt of such notice. In the event that the Licensee, or such agent or contractor, shall be found by the audit to be in breach of this license, Licensee, or such agent or contractor, agrees to indemnify DBI for the cost of such audit.

12. CURRENT VERSION ENHANCEMENTS : The Licensee shall be entitled during the term of this license to receive all version 7.x bug fixes and updates free of any additional royalties or license fees other than the ongoing annual maintenance and support fee as provided for in Schedule B. All such bug fixes, updates and upgrades shall be automatically covered by the terms of this License agreement.

13. FULL VERSION UPGRADES: will be made available to the Licensee free of charge under the annual maintenance in good standing or, on the basis of a price of 50% less than the posted market price of the upgraded software. Under these conditions the Licensee shall be offered new versions of the Software to beta test for a period of no longer than 30 days prior to purchase of the new version.

14.GENERAL TERMS AND CONDITIONS: This agreement is governed by the laws of the Commonwealth of Canada and the Province of Manitoba without regard to the United Nations Convention on the International Sale of Goods and will be deemed a contract under seal. This Agreement constitutes the entire agreement between DBI and the Licensee concerning the Software, and supersedes all prior communications, agreements, and understandings, written or oral, between DBI with respect thereto. No DBI agent or employee is authorized to make any amendment to this Agreement. Time is agreed to be of the essence. Licensee shall only be entitled to assign this License with the prior written consent of DBI, such consent not to be unreasonably withheld.

15. NOTICE. In the event either party shall give notice to the other hereunder, such notice shall be given in writing and shall be mailed by registered mail, postage prepaid, to the following addresses:

DBI – at 702-44 Princess Street, Winnipeg MB. Canada R3B 1K2 Att: Rod Miller (or other designate)

LICENSEE

## (or other designate)

In the event that either party shall change its business address or designate from those shown above, such party shall deliver written notice of the new address to the other party in a timely manner, and that change shall be incorporated into this section as a part of this agreement.

16. REMEDIES . In addition to any other remedy available at law or equity, either party shall be entitled to apply to a court of competent jurisdiction for an order compelling or restraining the other party

hereto from any course of conduct, or threatened course of conduct, so as to cause such party to fully comply with the terms hereof.

Signed on behalf of D.B.I. Technologies Inc. this

the day of , 200 .

Signed on behalf of the LICENSEE this

the day of 200 .

SCHEDULE A,

COMMERCIAL PRODUCT DEVELOPMENT RUN-TIME LICENSING, TO AN EXTERNAL PRODUCT DEVELOPMENT SOFTWARE LICENSE BETWEEN D.B.I. TECHNOLOGIES INC. (DBI) AND,

(LICENSEE)

1. Subject to the provisions of Section 2, the following additional licenses may be required and purchased by the Licensee from DBI, at the prices indicated, during the term of the License :

(a) An "External Product Run-Time License " for use as a completed Software application or Service by the licensee or by third party customers/licensees of the Licensee permitting them to use the Product on a single computer:

i. 100 licenses - \$60US per license

ii. 500 licenses - \$30US per license

iii. 1,000 licenses - \$20US per license

iv. 5,000 licenses- \$ 5US per license

v. 10,000 licenses- \$ 3US per license

(b) A "Corporate Server Run-Time License" for use as a completed Software application or Service by the licensee or by third party customers/licensees of the Licensee permitting use of the product on a single server:

- i. 1 license \$1000.00US per license
- ii. 100 licenses \$ 200.00US per license
- iii. 500 licenses \$ 150.00US per license

iv. 1,000 licenses - \$ 100.00US per license

v. 5,000 licenses - \$ 50.00US per license

vi. 10,000 licenses - \$ 25.00US per license

(c) A "Worldwide Web Server Run-Time License" for use as a completed Software application or Service by the licensee or by third party customers/licensees of the Licensee permitting use of the product on a Web Server:

i. 1 license - \$3000.00US per processor

ii. 10 licenses - \$2500.00US per processor

iii. 500 licenses - \$2000.00US per processor

iv. 1,000 licenses - \$1000.00US per processor

2. DBI shall be entitled to adjust, from time to time, the price of any of the licenses outlined above, by delivering written notice to the Licensee of such increase(s), provided such increase shall not come into effect until 30 days after the date specified in the notice. In that 30 day period, the Licensee shall be entitled to buy that License at the the previous currently quoted price.

SCHEDULE B,

ANNUAL MAINTENANCE, TO AN EXTERNAL PRODUCT DEVELOPMENT SOFTWARE LICENSE BETWEEN D.B.I. TECHNOLOGIES INC. (DBI) (LICENSEE)

1. Licensee, on an annual basis at its option, agrees to pay on the first anniversary of the execution date of this License, and on each anniversary date thereafter, an annual maintenance and support fee equal to 20% of the original license fee paid.

SCHEDULE C,

AGENT/CONTRACTOR NOTICE, TO A SOFTWARE LICENSE BETWEEN DBI TECHNOLOGIES (DBI)

AND

(LICENSEE)

## ACKNOWLDGEMENT NOTICE

TO: DBI Technlogies Inc. (DBI)

From:

(AGENT'S NAME)

(AGENT'S ADDRESS)

(AGENT'S PHONE)

(AGENT'S FAX)

(AGENT'S CONTACT)

The Agent hereby confirms to DBI the following information pursuant to the requirements of Section 1

of a software license agreement between DBI and

("Licensee")

dated with respect to the software known as EXTRACTOR ("License"):

1. The Agent is under contract to the Licensee to undertake the following work with respect to the Extractor Software ("Software"):

2. The Agent is informed as to the terms and provisions of the License and hereby agrees with DBI to be bound by same.

3. The Agent is acquiring no rights or interest in to use or run the Software by virtue of its contract with the Licensee or its work on the Software other than to provide software development services to the Licensee.

4. The Agent is running the Software on computers ( to a maximum of 100) on its premises.

5. The Agent indemnifies and saves DBI harmless from any loss, claim, cost or damage, as a result of any act or omission by the Agent, or its employees, officers or directors, which constitutes a breach of the terms of the License.

Executed by the Agent this day of 200 .

Signature here:

Print name of person signing here:

PLEASE PRINT, SIGN AND FAX THIS AGREEMENT TO: 1 + 204.985.5770