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NOTICES. Any notice required by this Agreement may be given by prepaid, first class, certified mail, return receipt requested, addressed in the case of the Company to: IT GlobalSecure, Inc., 114 Hobbs St., Greensboro MD 21639, ATTENTION: Office of General Counsel. Additional contact information: FAX: (202) 478-1743 PHONE: (650)472-3771 with copies to: IT GlobalSecure, Inc., Registrar114 Hobbs St., Greensboro MD 21639, or other addresses as may be given from time to time under the terms of this notice provision.

Any notice contemplated by this Agreement, unless a different address is subsequently notified by one party to the other in writing, must be sent to the address stated at the beginning of this Agreement where the Parties are identified, either; (1) By registered mail and then it is deemed to be an effective notice five days after it is sent, or (2) By courier or facsimile, and then it is an effective notice only when acknowledged by an official receipt or a return facsimile transmission.

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- o Was already known by the recipient party at the time of disclosure;
- o Was independently developed by the recipient; or
- o Is required by law or regulation to be disclosed.

The parties agree that the existence, terms and conditions of this Agreement are Confidential Information. Licensee shall exercise at least that level of care that it takes with its own confidential information of a similar nature to insure that Confidential Information is not disclosed to any third parties except as provide herein, but in no case less than reasonable care.

JURISDICTION. All disputes arising out of or related to this Agreement, or the performance, enforcement, breach or termination hereof, and any remedies relating thereto, shall be construed, governed, interpreted and applied in accordance with the laws of the State of Maryland except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent shall have been granted.

PERFORMANCE TO CONTINUE. Each party shall continue to perform its undisputed obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement; provided, however, that a party may suspend performance of its undisputed obligations during any period in which the other party fails or refuses to perform its undisputed obligations. Nothing in this Agreement is intended to relieve Licensee from its obligation to make undisputed payments pursuant to the Payments and Royalties terms of this Agreement.

SUPERSEDES. The parties hereto acknowledge that this Agreement sets forth the entire and only Agreement and understanding of the parties hereto as to the subject matter hereof and supersedes all prior agreements or understandings between the parties relating to its subject matter. This Agreement shall not be subject to any change or modification except by the execution of a written instrument signed by the parties.

SEVERABILITY. The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or unenforceable under controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

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Upon any material breach or default of this Agreement by Licensee, the Company shall have the right to terminate this Agreement and the rights, privileges and license granted hereunder effective on thirty (30) days' notice to Licensee. Such termination shall become automatically effective unless Licensee shall have cured any such material breach or default prior to the expiration of the thirty (30) day period.

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Upon termination of this Agreement for any reason, nothing herein shall be construed to release either party from any obligation that matured prior to the effective date of such termination; and terms regarding: (Indemnification), (Use of Names and Markings), (Warranties) (Publications and Promotions) (Security Notifications) and (Confidential Information) shall survive any such termination.

BREACHES: Licensee agrees that breach of the terms of this Agreement by it or its employees, consultants, contractors or agents would cause irreparable injury to IT GlobalSecure and therefore, that in addition to IT GlobalSecure's other remedies for breach hereof, IT GlobalSecure is entitled to injunctive or other equitable relief to prevent any actual, threatened or likely breach.

DEFAULT LICENSING FEES: Any entity that uses SecurePlay software without an appropriate license agrees to a default royalty rate of 7% of revenues or \$50,000 (US) – whichever is greater - per year for each product, service, or other enterprise incorporating SecurePlay code, in whole or part, or SecurePlay-derived functionality.

INFRINGEMENT CLAUSES. The Company shall, in its sole discretion, apply for, seek issuance of, maintain, or abandon the Patent Rights during the Term of this Agreement. Licensee shall make reasonable efforts to inform the Company of any alleged infringement of the Patent Rights by a third party, and shall provide the Company with any available evidence thereof.

INDEMNIFICATION AGAINST LICENSEE INFRINGEMENT ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. Licensee shall at all times during the term of this Agreement and thereafter hold harmless the Company, Affiliates of the Company, and their officers, trustees, directors, employees and agents from and against any claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, including without limitation those arising on account of infringement (or accusations thereof) by Licensee, its Affiliates or their officers, employees, agents or representatives on the intellectual property rights of others. This indemnification clause shall survive the termination of this Agreement.

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HEADINGS. The headings used in this Agreement are for convenience only, and are not to be used in interpreting the obligations of the parties under this Agreement.

CLOSING. Licensee, by execution hereof, acknowledges, covenants and agrees that it has not been induced in any way by the Company or its Affiliates to enter into this Agreement, and further warrants and represents that (i) it has conducted sufficient due diligence with respect to all items and issues pertaining to this section and all other matters pertaining to this Agreement; and (ii) Licensee has adequate knowledge and expertise, or has utilized knowledgeable and expert consultants, to adequately conduct the due diligence, and agrees to accept all risks inherent herein. This grant is subject to the payment by Licensee to the Company of all consideration as provided herein, and is further subject to rights retained by the Company

IN WITNESS WHEREOF, this Agreement is executed by the following duly authorized representatives of IT GlobalSecure and Licensee.

IT GlobalSecure, Inc:

Licensee:

By: _____

By: _____ (name)

_____ (company)

Steven, Davis, CEO

_____ (title)

(650)472-3771

_____ (phone)

biz@itglobalsecure.com

_____ (email)