

LICENSE AGREEMENT

SecurePlay™ Hi-Score License

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RETAINED RIGHTS. The following rights are retained by the Company: to Publish any general scientific findings from testing and evaluation related to Licensed Subject Matter subject; and, to license Rights to parties other than Licensee

WAIVERS. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

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.

INDEMNIFICATION. Licensee shall at all times during the term of this Agreement and thereafter hold harmless the Company, Affiliates of the Company, and their respective 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 any injury or death of persons or damage to property caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee, its Affiliates or their officers, employees, agents or representatives. This indemnification clause shall survive the termination of this Agreement.

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CONFIDENTIAL INFORMATION. The Company and Licensee each agree that all information contained in documents marked "confidential" and forwarded to one by the other (i) be received in strict confidence, (ii) be used only for the purposes of this Agreement, and (iii) not be disclosed by the recipient party, its agents or employees without the prior written consent of the other party, except to the extent that the recipient party can establish competent written proof that such information:

o Was in the public domain at the time of disclosure; o Later became part of the public domain through no act or omission of the recipient party, its employees, agents, successors or assigns; o Was lawfully disclosed to the recipient party by a third party having the right to disclose it; 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. Licensee must comply with all applicable international, federal, state and local laws and regulations in connection with its activities pursuant to this Agreement. This Agreement will be construed and enforced in accordance with the laws of the State of Maryland. 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 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.

LICENSE AGREEMENT

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.

SECURITY NOTIFICATIONS. The SecurePlay Software is used by IT GlobalSecure ("The Company") customers to protect the security of their businesses. All Licensees agree to bring identified security shortcomings or recommendations for improvement to the Company first, with a 45 day wait period before publicizing. Licensees violating this request for prior notice may be prosecuted under the Digital Millennium Copyright Act for "offering to the public technology approaches that are primarily designed for the purpose of circumventing a technological measure that effectively protects a right of a copyright holder."

VIOLATION OF FIELD OF USE TERMS. Licensees are to restrict their use of the Licensed Subject Matter to the approved Field of Use. Should the Licensee violate these restrictions, or should Licensee use this license not in keeping with these license terms, then Licensee will be in violation of this agreement, and subject to penalties of a 25% surcharge IN ADDITION TO of whatever license fees are required to bring violating parties under License for the period of time for which the violation(s) occurred – until such time as the license is renegotiated or terminated by the Company. Under these conditions, the default license fee will be 4% of gross revenues realized by the Licensee during the period of violation, or \$1,000- whichever is greater – plus penalties. Licensee will bear full responsibility for any and all court costs associated with collection of fees due, to include audit costs associated with fee determination. Payments are subject to currency and rate escalation, tied to the Consumer Price Index from the date of start of violation. Payments are to be received in U.S. Dollars, payable by wire transfer to the Company, or by credit card (with 5% surcharge for credit card handling fee).

TERMINATION. If Licensee shall cease to carry on its business, and/or if the business of Licensee is placed in the hands of a receiver, assignee, or trustee, whether by voluntary act of Licensee or otherwise, then this Agreement shall automatically terminate. Immediately upon termination, any Licensed Subject Matter and all copies of the Licensed Subject Matter will be returned to the Company. Licensee shall return to the Company all copies of the Licensed Subject Matter that are merged into Adaptations. 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. Upon termination, Licensee shall remove, destroy or return to the Company all copies of the Licensed Subject Matter or any software employing the Software that are merged into Adaptations. Licensee shall notify the Company, in writing by letter or email, that removal of the Licensed Subject Matter has occurred. 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.

INFRINGEMENT CLAUSES. The Company shall, in its sole discretion, apply for, seek issuance of, maintain, or abandon the Rights during the Term of this Agreement. Licensee shall make reasonable efforts to inform the Company of any alleged infringement of the 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.

SUBMISSIONS, COMMENTS AND FEEDBACK. Any questions, comments, suggestions, ideas, concepts, techniques, data, materials or information ("Feedback") that you provide to us shall not be regarded as confidential. We have no obligation of any kind with respect to any Feedback.

VIRUSES AND DESTRUCTIVE CODE. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature.

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)

biz@itglobalsecure.com

_____ (company)

Steven, Davis, CEO

_____ (title)

LICENSE AGREEMENT

(650)472-3771

_____ (phone) _____ (email)