<u>Software License Agreement</u>
LICENSE AGREEMENT

SOFTWARE LICENSE AGREEMENT by and between Results First Inc. (hereinafter referred to as "PUBLISHER") at P.O. Box 63, Bolton, Ontario, Canada, L7E 5T1,

AND _____ (hereinafter referred to as "LICENSEE"), having offices at;

_____ , is made and entered into as of the

day of _____ , _____ .

In accordance with the terms of this Agreement, and upon acceptance of this Agreement by PUBLISHER as indicated by the signature of an authorized officer of PUBLISHER, and upon the receipt by PUBLISHER of required license fees, PUBLISHER grants to LICENSEE and LICENSEE accepts from PUBLISHER a nonexclusive, nontransferable perpetual license for use of the software product known as "Psychic Psearch" (hereinafter referred to as "SOFTWARE") on the computer machines designated in Appendix "A" which forms part of this Agreement. PUBLISHER agrees on receipt of a signed copy of this Agreement and the required license fees to furnish LICENSEE with the appropriate "Activation Key(s)" (hereinafter referred to as the "KEYS") to enable use of the SOFTWARE as provided for under this agreement.

LICENSEE should carefully read the following terms and conditions before using the SOFTWARE. Unless LICENSEE has a different license agreement signed by PUBLISHER covering this SOFTWARE, LICENSEE use of this SOFTWARE indicates acceptance of this Agreement.

If LICENSEE does not agree with the terms of this agreement LICENSEE must promptly remove all related components from all systems and any removable storage media. SOFTWARE which was downloaded by LICENSEE and any copies that have made are to be destroyed. Any physical copies or media or other materials sent to LICENSEE by PUBLISHER or an authorized distributor are to be returned to the source.

COPYRIGHT
The SOFTWARE is not free software or public domain. The SOFTWARE is the valuable property of the PUBLISHER. PUBLISHER claims copyright over SOFTWARE and all related materials and reserves all rights to SOFTWARE. These rights are protected by the copyright laws of Canada and international treaty provisions. LICENSEE is specifically prohibited from copying or distributing SOFTWARE to any other person or entity except within LICENSEE organization and as required to use SOFTWARE in accordance with this Agreement and for disaster recovery purposes. All persons who are given access must be instructed to read and comply with the terms of this agreement.

OTHER RESTRICTIONS
LICENSEE may not lease or rent the SOFTWARE or provide billable services that are substantially based on the use of the SOFTWARE without written agreement from PUBLISHER. LICENSEE may not attempt to de-compile, reverse engineer, disassemble, or copy designs or concepts of the SOFTWARE. Evidence of such tampering or plagiarism by LICENSEE shall be indication of theft of proprietary and trade secrets and entitle PUBLISHER to seek estimated and punitive damages in addition to any other civil or criminal charges that may be laid by appropriate authorities.

NONDISCLOSURE

The SOFTWARE and any original and copies thereof, in whole or in part, whether said original and copies are made by LICENSEE or anyone else, are and remain the valuable property of the PUBLISHER of the SOFTWARE. LICENSEE agrees not to disclose or otherwise make available SOFTWARE, in any form, to any person for any purpose other than as necessary to the LICENSEE use of SOFTWARE as authorized herein. LICENSEE shall safeguard all copies of SOFTWARE against unauthorized disclosure and take such steps as necessary to ensure the provisions of this Agreement are not violated by any employee or temporary help or business partner of LICENSEE.

DISABLING MECHANISMS

The SOFTWARE contains embedded functions that will disable the SOFTWARE and all programs created using SOFTWARE after a period of time or usage count. When LICENSEE licenses the SOFTWARE, and PUBLISHER processes the SOFTWARE LICENSE AGREEMENT, LICENSEE will be provided with a KEY that will deactivate the disabling mechanisms for the Licensed Machines, providing LICENSEE with a permanent license to use the SOFTWARE on the appropriate Licensed System(s). The SOFTWARE License Fees must be received in full by PUBLISHER before PUBLISHER will provide the License to use the SOFTWARE and the required KEY to the LICENSEE. The Licensed Machines are determined based on their system serial numbers specified by LICENSEE in Appendix "A" to this Agreement. Any programs created using an evaluation version of the SOFTWARE, or a version of the SOFTWARE with a different set of Licensed System(s), will need to be re-created using the licensed version to remove the disabling mechanisms.

OBSERVABILITY

All program observability has been removed from the SOFTWARE and is automatically removed from the programs it generates. LICENSEE understands the significance of this procedure and agrees to it's use.

RELEASE COMPATIBILITY

The OS/400™ is currently available in two CPU chip type groups. The original models which were based on the CISC chip and the more recent models based on the RISC chip. Programs generated by the SOFTWARE "Base System Generator" version for one group cannot be run on an "Execution System" of the other group. Companies with both CISC and RISC systems will require at least two "Base System Generator" licenses. The generation and compiling of programs for an earlier or future release within the same CPU chip type group is subject to support for the function being available from IBM without requiring observability or permanent source code, being implemented and being used properly.

EVALUATION and REFUND POLICY

The SOFTWARE is also available under an EVALUATION agreement. The EVALUATION agreement is available to enable LICENSEE to install and test the SOFTWARE prior to purchasing it. It is LICENSEE responsibility to ensure the SOFTWARE meets LICENSEE requirements before submitting this Agreement and issuing payment. No Refund of any kind will be given on SOFTWARE for which PUBLISHER has generated an "Activation Key", whether or not LICENSEE has received or installed it.

CHANGE OF SYSTEM SERIAL NUMBER(S)

If a new AS/400 (ISERIES) is acquired to replace a licensed system, or LICENSEE wishes to transfer a license from one of LICENSEE's systems to another, a current Request For License Transfer Form must be obtained from PUBLISHER and must be submitted along with the then current administration fee. The administration fee shall be no more than fifteen percent of the license fee list price.

RELEASE UPDATES
Upon payment in advance of the annual maintenance fee as determined from time to time by PUBLISHER, and provided LICENSEE is otherwise in GOOD STANDING, LICENSEE shall be entitled to receive enhancements and fixes to the SOFTWARE as may be provided by PUBLISHER from time to time. There will be no charge for these updates except for any media, shipping and handling or taxes which may be application.

SUPPORT POLICY
Upon payment in advance of the annual support fee as determined from time to time by PUBLISHER, and provided LICENSEE is otherwise in GOOD STANDING, LICENSEE shall be entitled to enable two named contacts (hereinafter referred to as "Support Contacts") to submit questions to the Designated Support Organization ("DSO"). Unless otherwise contracted the DSO shall operate an English Only service. Support Contacts shall be provided with reasonable response service within DSO's normal business hours to the best of the DSO's ability and which is comparable to the service provided to other Licensed Users of the SOFTWARE by the DSO.

GOOD STANDING
A licensee in good standing shall be one which has paid the SOFTWARE License Fee and all Annual Maintenance and Support fees applicable and has not otherwise violated any of the terms of this Agreement. Where LICENSEE has missed any annual maintenance or support payments since the initial license date it must pay all back fees which would have been due plus a reactivation fee to be set by PUBLISHER in order to qualify as a licensee in good standing.

TITLE
Title to the SOFTWARE will remain with the PUBLISHER. LICENSEE shall keep the SOFTWARE free and clear of all claims, liens and encumbrances, and any act of LICENSEE purporting to create a claim, lien or encumbrance on the SOFTWARE shall be void.

DEFAULT
PUBLISHER may terminate this Agreement in the event of a default by LICENSEE. In such an event all license fees payable for the entire term of this Agreement shall without notice or demand by PUBLISHER immediately become due and payable as liquidated damages. This provision for liquidated damages shall not be regarded as a waiver by PUBLISHER of any other rights to which it may be entitled in the event of LICENSEE's default, but rather, such remedy shall be in addition to any other remedy lawfully available to PUBLISHER. Default is defined to include: LICENSEE's failure to pay any amount within 10 days after notice to LICENSEE that the same is 30 days or more delinquent; if an assignment, sale, mortgage, sublease or sublicense of the SOFTWARE is made or attempted; if any distress, execution, or attachment is levied hereon or upon the SOFTWARE or such action is attempted; if LICENSEE shall become insolvent; upon initiation of bankruptcy or receivership proceedings, upon the execution by LICENSEE of a Deed of Trust of Assignment For the Benefit of Creditors or any other transfer or assignment of a similar nature; or upon LICENSEE's breach of any of the other terms or conditions thereof, which breach is not cured within 15 days of notice. In the event of default, LICENSEE shall also pay to PUBLISHER all reasonable expenses incurred by PUBLISHER in connection with the enforcement of any of PUBLISHER's remedies, including reasonable attorney's fees.

OTHER PRODUCTS
Nothing in this Agreement shall be construed as limiting the ability of PUBLISHER to develop or market other software related to the licensed SOFTWARE and to release said software as separate products requiring separate license.

RETURN OF PRODUCT(S)

Upon expiration or termination of this Agreement by the passage of time, default by LICENSEE, or for any other reason, LICENSEE shall immediately return the SOFTWARE to PUBLISHER unencumbered, certifying to PUBLISHER that all copies or partial copies have been returned or destroyed. No refund of any monies paid shall be due to LICENSEE.

EXCUSABLE DELAYS

If PUBLISHER or it's assigns shall be delayed or prevented from performing this Agreement due to any cause beyond its reasonable control, such delay shall be excused during the continuance of and to the extent of such cause, and the period of performance shall be extended to such extent as may be necessary to enable PUBLISHER or it's assigns to perform after the cause of delay has been removed. PUBLISHER shall use best efforts to provide a workaround solution in the event of such delay.

ASSIGNMENT

PUBLISHER may assign the license fee payments reserved herein or any of its other rights hereunder. LICENSEE, on receiving notice from PUBLISHER of any such assignment, shall abide thereby and make payments as directed.

SEVERABILITY

If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

NONWAIVER

No delay or failure of PUBLISHER in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder. PUBLISHER may accept any payments from any person tendering the same without thereby accepting such person as LICENSEE hereunder or waiving any breach of covenant or provision against assignment or transfer by LICENSEE.

DISCLAIMER OF WARRANTY

This SOFTWARE is furnished by PUBLISHER under an evaluation or license agreement and solely on an "AS IS" basis. PUBLISHER warrants that it has the full power and authority to grant the rights herein. PUBLISHER and it's distributors make no other warranties, either express or implied, with respect to the SOFTWARE, it's merchantability or it's fitness for any particular purpose. The entire risk as to quality and performance of SOFTWARE is with LICENSEE. Should SOFTWARE prove defective, LICENSEE assumes the entire cost of all necessary servicing, repair or correction, and of incidental or consequential damages resulting from any defect in SOFTWARE or from it's use, whether or not under this Agreement. *THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. IN NO EVENT WILL PUBLISHER BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATE OR PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.*

PRECEDENCE

LICENSEE agrees that if any terms and conditions of any Purchase Order or other instrument issued by LICENSEE in connection with this Agreement, are inconsistent with the terms and conditions of this Agreement, then this Agreement shall take precedence.

EXPORT CONTROL

LICENSEE agrees that the SOFTWARE which is the subject of this Agreement will not be (re)exported to any other country without prior authorization from the Canadian Department of External Affairs and the United States Office of Export Administration.

ARBITRATION

Any disputes between the parties in which the amount in controversy is $25,000 or less will be settled by arbitration under the procedures and direction of the Ontario Arbitration Act. The parties herein agree that any Court having jurisdiction may enter judgment in accordance with said Arbitration Award.

LEGAL JURISDICTION

This Agreement shall be binding when accepted by PUBLISHER and shall be governed by the laws of the Province of Ontario, Canada.

GENERAL

This Agreement contains the entire contract between the parties. This Agreement may not be waived, altered, or modified except by written agreement of the parties. No agent, employee or representative of PUBLISHER has any authority to bind PUBLISHER to any affirmation, representation or warranty, and unless such is specifically included within this written Agreement, it shall not be enforceable by LICENSEE. LICENSEE's remedies in this Agreement are exclusive.

LICENSEE may not sell, assign, give, or otherwise transfer this License or the Licensed SOFTWARE to any third party without the prior written approval of PUBLISHER. If PUBLISHER is required to engage in any proceedings, legal or otherwise, to enforce it's rights under this Agreement, PUBLISHER shall be entitled to recover from LICENSEE, in addition to any other sums due, reasonable attorney's fees, costs, and all necessary disbursements involved in such proceedings. The failure of PUBLISHER to seek remedy of any breach of any portion of this Agreement from time to time shall not constitute a waiver of such rights in respect to same or any other breach.

LICENSEE ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN. FURTHER, LICENSEE AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL OTHER PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Accepted:　　　　　　　　　　**Accepted:**
PUBLISHER　　　　　　　　　　　LICENSEE

_____　　　_____
Authorized Signature　　　　　　　Authorized Customer Signature

_____　　　_____
Name (Type or Print)　　　　　　　Name (Type or Print)

_____　　　_____
Title　　　　　　　　　　　　　　Title

_____　　　_____
Dated　　　　　　　　　　　　　Dated

Appendix - A: Licensed Systems

BASE SYSTEM GENERATOR AND EXECUTION LICENSED SYSTEM(S)

AS/400 (ISERIES) System Model: _____
System Serial Number: _____
O-wned, L-eased, R-ented: _____
Physical Location: _____
OS/400 Release: _____
Tape Media A: _____
Tape Media B: _____
License Fee: _____ (attach quotation)
Maintenance Fee: _____
Unlimited Execution Option (Yes/No)?: _____

EXECUTION LICENSED SYSTEM(S)   Total Number: _____

Serial Numbers: _____ _____ _____

_____ _____ _____

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