

THIS IS A LEGAL AGREEMENT BETWEEN YOU, OR THE ENTITY IDENTIFIED AS "CUSTOMER" (AS DEFINED HEREINAFTER) AND VENDOR. THIS AGREEMENT STATES THE TERMS AND CONDITIONS UNDER WHICH CUSTOMER MAY USE THE SOFTWARE. BY CLICKING ON THE ACCEPT BUTTON, INSTALLING, HAVING SOFTWARE INSTALLED ON CUSTOMER'S BEHALF, COPYING, HAVING SOFTWARE COPIED ON CUSTOMER'S BEHALF, USING OR HAVING SOFTWARE USED ON CUSTOMER'S BEHALF, CUSTOMER INDICATES THAT CUSTOMER HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY THE TERMS SET FORTH IN THIS AGREEMENT. IF "SOFTWARE" IS INSTALLED, COPIED OR USED ON BEHALF OF CUSTOMER, THE TERMS SET FORTH IN THIS AGREEMENT SHALL APPLY TO CUSTOMER AS WELL AS TO THE INDIVIDUAL OR ENTITY INSTALLING, COPYING OR USING "SOFTWARE ON BEHALF OF CUSTOMER. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE EARLIER OF THE DATE SOFTWARE IS INSTALLED OR USED. "SOFTWARE" SHALL BE DEEMED ACCEPTED BY CUSTOMER TEN (10) DAYS AFTER THE DATE "SOFTWARE" IS DELIVERED TO CUSTOMER. IF CUSTOMER DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, DO NOT INSTALL OR USE "SOFTWARE" AND RETURN "SOFTWARE" TO VENDOR WITHIN TEN (10) DAYS OF THE DATE "SOFTWARE" IS DELIVERED TO CUSTOMER. ANY REFUNDS (IF APPLICABLE) SHALL BE SUBJECT TO VENDOR STANDARD REFUND POLICY IN EFFECT, LESS ANY RESTOCKING FEES AND OTHER APPLICABLE FEES.

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT ("License") is made as of the Effective Date by and between Kato Integrations Corporation with offices located at 9951 Atlantic Blvd., Suite 322 OMB 1154, Jacksonville, FL 32225, USA ("Licensor") and the individual or entity identified on the corresponding Registration Statement ("Licensee").

WITNESSETH

WHEREAS, Licensor is a Florida corporation formed for the purpose of developing and marketing web services software; and

WHEREAS, Licensor owns certain computer software for composing, transmitting, receiving, and parsing XML, JSON, RPG via API web services ("RPG API Express (RXS)"); and

WHEREAS, Licensee requires software for composing, transmitting, receiving, and parsing web services RPG API Express (RXS); and WHEREAS, Licensee desires to license RPG API Express (RXS).

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, Licensor and Licensee hereby agree as follows:

ARTICLE I: RECITALS AND DEFINITIONS

Section 1.01 -- Recitals: The above recitals and identification of parties is true and correct.

Section 1.02 -- Definitions: The following definitions shall apply:

- (1) Acceptance Date: The term "Acceptance Date" shall mean the date the Software is accepted by Licensee as provided under this License.
- (2) Access: The term "access" and variants thereof shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise the Software.
- (3) Cancellation Notice: The term "Cancellation Notice" shall mean that written notice sent by one party to this License to the other party to this License seeking to cancel this License because of breach by such other party.
- (4) Computer: The term "Computer" shall mean that certain logical partition designated by licensor on that computer system as described in Exhibit A which is attached hereto and by this reference incorporated herein.
- (5) Documentation: The term "Documentation" shall mean that certain RPG API Express (RXS) User's Guide including all updates thereto.
- (6) Defect Notice: The term "Defect Notice" shall mean that certain written notice from Licensee to Licensor identifying discrepancies between the actual performance of the Software and the performance of the Software represented in the Documentation.
- (7) Effective Date: The term "Effective Date" shall mean the date this License is signed by Licensor.
- (8) Implement: The term "implement" and variants thereof (including, but not limited to, the terms "implementation", "implementing" and "implemented") shall mean to load and make available for access.
- (9) License Fee: The term "License Fee" shall mean that certain fee charged to Licensee by Licensor for the license granted to Licensee by Licensor under this License.
- (10) License Term: The term "License Term" shall mean a period of time starting with the Effective Date and continuing twenty years thereafter.

- (11) Licensee: The term "Licensee" shall mean the person accepting this agreement.
- (12) Registration Statement: The online record created by the licensee for purposes of registering.
- (13) Software: The term "Software" shall mean the executable code for that certain software commonly referred to as RPG XML Suite as made available to Licensee by Licensor on the Effective Date.
- (14) Unauthorized Access: The term "Unauthorized Access" shall mean any access to the Software or Documentation except for the exclusive purposes of composing, transmitting, receiving, and parsing XML documents via web services demonstrating the performance, utility and functions of the Software, developing new web services, and training employees of Licensee in the use of the Software.
- (15) Unauthorized User: The term "Unauthorized User" shall mean any individual who accesses the Software or Documentation except for employees authorized by Licensee to access the Software for the purposes of developing web services.

ARTICLE II: SCOPE OF LICENSE

Section 2.01 -- Grant of License: Licensor hereby grants to Licensee a non-exclusive and non-transferable license to use the Software on the Computer and to use the Documentation for the License Term.

Section 2.02 -- Acceptance: The software shall be deemed accepted by licensee as of the effective date.

Section 2.03 -- Risk of Loss: Licensee assumes risk of loss to the Software as of the Acceptance Date.

Section 2.04 -- Authorized Use: Licensee shall prevent Unauthorized Users from accessing the Software. Licensee shall prevent Unauthorized Access to the Software.

ARTICLE III: PAYMENT

Section 3.01 -- Fees: Licensee shall pay the entire license fee and sign and return the License Agreement before a permanent key is issued.

Section 3.02 -- Taxes: Licensee shall pay any and all applicable taxes, provided however Licensee shall have no obligation for taxes based on the revenue or income of Licensor.

ARTICLE IV -- TERMINATION

Section 4.01 -- Termination Limitations: This License may only be terminated as provided under this Article IV.

Section 4.02 -- Term: This License shall be valid for the License Term except as extended hereunder.

Section 4.03 -- Termination: Licensee may terminate this License for convenience with ten days written notice of termination to the other party.

Section 4.04 -- Cancellation for Cause: If a party violates its obligations under this License, the other party may cancel the License by sending Cancellation Notice describing the noncompliance to the noncomplying party. Upon receiving Cancellation Notice, the noncomplying party shall have thirty days from the date of such notice to either cure any such noncompliance or, if the noncompliance cannot be cured within such thirty day period, to begin curing such noncompliance in good faith. If such noncompliance is not cured within the required thirty day period, or, if the noncompliance cannot be cured within such thirty day period and the noncomplying party does not make a good faith effort to begin curing such noncompliance within such thirty day period, the party providing Cancellation Notice shall have the right to cancel this License as of the thirty-first day after the date of the Cancellation Notice.

Section 4.05 -- Destruction of Software upon Termination: Upon termination or cancellation of this License, Licensee shall destroy all Software provided to Licensee by Licensor pursuant to this License and shall provide Licensor with a certificate of compliance with this Section 4.05 signed by an authorized representative of Licensee.

ARTICLE V: WARRANTY

Section 5.01 -- Representations: Licensor represents and warrants that the Software shall perform as represented in the Documentation.

Section 5.02 -- Warranty: The services to be provided by Licensor hereunder shall be performed on a best efforts basis and shall conform to the standards generally observed in the industry for similar services. Such services shall be in compliance with all applicable laws, rules, regulations or orders.

Section 5.03 -- Original Development: Licensor represents and warrants that the Software is owned exclusively by Licensor and shall not infringe upon or violate any patent, copyright, trade secret or other property right of any third party.

Section 5.04 -- WARRANTY LIMITATION: THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY.

Section 5.05 -- Indemnification: Licensor shall defend, indemnify and hold harmless Licensee (including employees, consultants, agents, and subcontractors of Licensee) against any liability arising from the negligence of Licensor or any claim by any third party against Licensee for claimed violations of trade secrets, proprietary information, trademark, copyright or any patent rights resulting from Licensee's use of the Licensed Software. If Licensee's quiet enjoyment and use of the Software is disrupted as a result of a third party claim, Licensor shall perform one or all of the following actions within one year of the date such third party's claim is discovered by Licensee:

- (1) Replacement: Replace the Software by implementing on the Computer a non-infringing software product of equivalent functional and performance capability of the Software;
- (2) Modification: Modify the Software to avoid the infringement without eliminating the functional and performance capabilities of the Software as described in the Documentation;
- (3) Obtain License: Obtain a license from the third party claiming infringement for Licensee's use of the Software.

ARTICLE VI: INTELLECTUAL PROPERTY

Section 6.01 -- Ownership and Title: Title to the Software and Documentation including ownership rights to patents, copyrights, trademarks and trade secrets therein shall be the exclusive property of Licensor.

Section 6.02 -- Reverse Engineering: Licensee shall not reverse engineer the Software.

Section 6.03 -- Confidentiality: Licensee hereby acknowledges that the Software and the Documentation may contain information that may be trade secret and proprietary to Licensor. Licensee hereby agrees not to disclose such information except to persons and organizations expressly authorized by Licensor to receive such information. Licensee shall not remove or alter any copyright notices or proprietary legends affixed by Licensor to the Software.

Section 6.04 -- Copies: Licensee shall not copy the Software or Documentation and shall not allow the Software or Documentation to be copied without the prior written consent of Licensor.

Section 6.05 -- Indemnification: Except as provided in Section 5.05, Licensee shall defend, indemnify and hold harmless Licensor against any damages or liability arising from use of the Software or Documentation by Licensee.

Section 6.06 -- Limitation of Damages: Licensor shall not be liable for any lost profits, or incidental or consequential damages resulting from, or arising out of, implementation, access or use of the Software or Documentation by Licensee. Licensor shall not be liable for any failure to perform its obligations under this License because of circumstances beyond the control of Licensor, which such circumstances shall include (without limitation) natural disaster, terrorism, labor disputes, war, declarations of governments, transportation delays, failure of the Computer, telecommunications failure and misuse of the Software or Documentation by Licensee.

Section 6.07 -- Continuation: The terms and provisions of this Article VI shall survive termination of this License.

ARTICLE VII: MISCELLANEOUS

Section 7.01 -- Assignments: All assignments of rights under this License by Licensee without the prior written consent of Licensor shall be void.

Section 7.02 -- Entire License: Excepting the Software Maintenance Agreement between Licensor as Vendor and Licensee as Customer and the Source Code Escrow Agreement between the parties hereto, this License contains the entire understanding of the parties and supersedes previous verbal and written agreements between the parties concerning licensing of the Software.

Section 7.03 -- Equitable Remedies: The parties hereby acknowledge that damages at law may be an inadequate remedy. Therefore, Licensee shall have the right of specific performance, injunction or other equitable remedy in the event of a breach of this License by Licensor.

Section 7.04 -- Amendments and Modifications: Waivers, alterations, modifications or amendments of a provision of this License shall not be binding unless such waiver, alteration, modification or amendment is in writing and signed by an authorized representative of both parties.

Section 7.05 -- Severability: If a provision of this License is rendered invalid, the remaining provisions shall remain in full force and effect.

Section 7.06 -- Captions: The headings and captions of this License are inserted for reference convenience and do not define, limit or describe the scope or intent of this License or any particular section, paragraph, or provision.

Section 7.07 -- Counterparts: This License may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

Section 7.08 -- Governing Law: This License is governed by the laws of the Minnesota and venue shall be Hennepin County, Minneapolis Minnesota.

Section 7.09 -- Notice: Notices shall be in writing and shall be deemed delivered in person when delivered by courier or mailed postage prepaid by Certified or Registered Mail -- Return Receipt Requested -- to the person and address designated below for Vendor, and to the address set forth on the Registration Statement for Customer. Notice shall be deemed given on the date of receipt -- as evidenced in the case of Certified or Registered Mail by Return Receipt.

Licensor Address

Kato Integrations Corporation 9951 Atlantic Blvd., Suite 322 OMB 1154, Jacksonville, FL 32225

Section 7.10 -- Pronouns/Gender: Pronouns shall refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 7.11 -- Bankruptcy: If either party must institute, defend, appear or attend a bankruptcy proceeding as a result of the filing of bankruptcy by the other party, fees and expenses shall be born by the filing party. If either party has a bankruptcy proceeding filed against it, the other party shall recover attorney fees, expert witness fees, and other costs incurred by such other party in connection with the bankruptcy proceeding, hearing or trial.

Section 7.12 -- Waiver: Waiver of breach of this License shall not constitute waiver of another breach. Failing to enforce a provision of this License shall not constitute a waiver or create an estoppel from enforcing such provision.

Section 7.13 -- Relationship of the Parties: It is agreed that the relationship of the parties is primarily that of Licensee and Licensor. Nothing herein shall be construed as creating partnership, employment relationship, or agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party maintains its separate identity.

Section 7.14 -- Arbitration: Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with Arbitration Rules of the American Arbitration Association in St. Paul, Minnesota. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Three qualified Arbitrators shall be selected by the parties in accordance with the Arbitration Rules of the American Arbitration Association. Each party shall have the right of discovery as set forth in the Federal Rules of Civil Procedure. The Arbitration shall be administered by the American Arbitration Association in St. Paul, Minnesota.

Section 7.15 -- Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this License are true, correct and accurate as of the date of this License to the best of their knowledge.

Section 7.16 -- Litigation Expense: In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation and arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).

EXHIBIT A

COMPUTER HARDWARE DESCRIPTION

LICENSOR: Kato Integrations Corporation

9951 Atlantic Blvd., Suite 322 OMB 1154, Jacksonville, FL 32225

LICENSEE: As set forth in the corresponding Registration Statement

COMPUTER SYSTEM DESCRIPTION

The Term "Computer" shall mean the following Computer Hardware: IBM System I5

Computer(s) with serial number(s) as designated by licensor.

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SOFTWARE MAINTENANCE AGREEMENT

THIS SOFTWARE MAINTENANCE AGREEMENT ("Agreement") is made as of the Effective Date by and between Kato Integrations Corporation with offices located at 9951 Atlantic Blvd., Suite 322 OMB 1154, Jacksonville, FL 32225, USA ("Vendor") and the individual or entity identified on the corresponding Registration Statement ("Customer").

WITNESSETH:

WHEREAS, Vendor is a Minnesota corporation formed for the purpose of composing, transmitting, receiving, and parsing XML documents via web services; and

WHEREAS, Vendor owns certain computer software for composing, transmitting, receiving, and parsing XML documents via web services ("RPG API Express (RXS)"); and

WHEREAS, Customer and Vendor have executed that certain Software License of even date herewith under which Customer obtained the right to use RPG API Express (RXS) ("Software License"); and

WHEREAS, Customer desires Vendor to provide Customer with certain maintenance, training and user support services for RPG API Express (RXS).

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, Vendor and Customer hereby agree as follows:

ARTICLE I: RECITALS AND DEFINITIONS

Section 1.01 -- Recitals: The above recitals and identification of parties is true and correct.

Section 1.02 -- Definitions: The following definitions shall apply:

- (1) Acceptance Date: The term "Acceptance Date" shall mean the date an Enhancement or Update is accepted by Customer as provided under this Agreement.
- (2) Access: The term "access" and variants thereof shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise the Software.
- (3) Cancellation Notice: The term "Cancellation Notice" shall mean that written notice sent by one party to this Agreement to the other party to this Agreement seeking to cancel this Agreement because of breach by such other party.
- (4) Computer: The term "Computer" shall have the same meaning as set forth for the term "Computer" in the Software License.
- (5) Customer: The term "Customer" shall mean the person accepting this agreement.
- (6) Defect: The term "Defect" shall mean programming or software design errors which substantially impair the performance utility and functionality of the Software on the Computer as represented in the Documentation.
- (7) Documentation: The term "Documentation" shall mean that certain RPG API Express (RXS) User's Guide, including all updates thereto.
- (8) Effective Date: The term "Effective Date" shall mean the date this Agreement is signed by Vendor.

- (9) **Enhancement:** The term "Enhancement" shall mean executable code for modifications to the Software which improve or expand the functionality or features of the Software.
- (10) **Implement:** The term "implement" and variants thereof (including, but not limited to, the terms "implementation", "implementing" and "implemented") shall mean to load and make available for online access.
- (11) **Maintenance Fee:** The term "Maintenance Fee" shall mean that certain fee charged to Customer by Vendor for maintenance, support and training services as provided under this Agreement.
- (12) **Maintenance Term:** The term "Maintenance Term" shall mean a period of time starting with the Effective Date and continuing one year thereafter, except as extended as provided under this Agreement.
- (13) **Registration Statement:** The online record created by licensee for the purpose of registering.
- (14) **Software:** The term "Software" shall mean the executable code for that certain software commonly referred to as RPG API Express (RXS) as set forth under the Software License, including Enhancements and Updates thereto.
- (15) **Update:** The term "Update" shall mean executable code for modifications to the Software which improve or expand the performance of the Software on the Computer.
- (16) **Defect Notice:** The term "Defect Notice" shall mean that certain written notice from Customer to Vendor identifying discrepancies between the actual performance of an Enhancement or Update and the performance represented in the Documentation describing the purpose, utility or function of such Enhancement or Update.
- (17) **Unauthorized Access:** The term "Unauthorized Access" shall mean any access to the Software or Documentation except for the exclusive purposes of composing, transmitting, receiving, and parsing XML documents via web services, demonstrating the performance, utility and functions of the Software, and training employees of Licensee in the use of the Software.
- (18) **Unauthorized User:** The term "Unauthorized User" shall mean any individual who accesses the Software or Documentation except for employees authorized by Licensee to access the Software for the purposes of composing, transmitting, receiving, and parsing XML documents via web services being provided by Licensee, demonstrating the performance, utility and functions of the Software and training employees of Licensee in the use of the Software.

ARTICLE II: MAINTENANCE SERVICES

Section 2.01 -- Defect Resolution: Vendor shall correct any Defects in the Software within a reasonable time after such Defect is reported to Vendor by Customer, as follows:

- (1) **Problem Reporting:** Upon discovering a Defect, Customer shall report the Defect ("Service Request").
- (2) **Telephone Support:** Within two (2) hours after receiving a Service Request, Vendor shall provide telephone support in the form of consultations, assistance and advice concerning use of the Software and correction of the Defect ("Telephone Support").
- (3) **Off-site Support:** If a Defect is not corrected through Telephone Support within twenty four (24) hours after receiving a Service Request, Vendor shall conduct tests and analyses at Vendor's facility designed to reproduce, isolate and correct the Defect using data and information provided to Vendor by Customer ("Off-site Support").
- (4) **On-site Support:** If a Defect is not corrected by Vendor through Off-site Support within a reasonable time after receiving a Service Request, Vendor personnel shall visit Customer's facility for the purpose of correcting the Defect ("On-site Services"). If the Defect is not corrected within a reasonable time after commencing such On site Services, Vendor shall implement work around processes designed to minimize the impact of the Defect.

Section 2.02 -- Enhancements: All Enhancements and Updates shall be implemented on the Computer within thirty (30) days after the date that such Enhancement or Update is released by Vendor.

Section 2.03 -- Acceptance Testing: Upon completing implementation of the Enhancement or Update, the Enhancement or Update shall be deemed delivered to Customer. The Enhancement or Update shall be deemed accepted by Customer sixty days after delivery of the Enhancement or Update unless Defect Notice is received by Vendor by such sixtieth day. Upon receiving Defect Notice from Customer, Vendor shall review the asserted discrepancy to determine if the discrepancy is valid. If, in the reasonable professional judgment of Vendor the discrepancy is valid, Vendor shall correct the discrepancy and resubmit the Enhancement or Update for acceptance by Customer. If, in the reasonable professional judgment of Vendor such discrepancy is not valid, Vendor shall submit to Customer a written explanation of the reasons why such asserted discrepancy is not valid. The written explanation of Vendor set forth herein shall be deemed accepted by Customer within ten days after Customer's receipt of the written explanation unless Vendor receives from Customer written notice rejecting such explanation within such ten day period, in which case the Enhancement or Update shall not be implemented. Upon receipt of Defect Notice from Customer by Vendor as set forth above, the Enhancement or Update shall be deemed accepted by Customer except as to the discrepancies specified in the Defect Notice.

ARTICLE III: CUSTOMER SUPPORT

Section 3.01 -- Customer Consultations: Vendor shall provide Customer with telephone consultations in answering questions concerning use of the Software. All such telephone consultations shall be subject to the discretion of Vendor.

Section 3.02 -- Program Modifications: Upon discovering a desired modification for the Software, Customer may request implementation of the modification. Any such request shall be submitted to Vendor in writing. Implementation of any such modification shall be subject to the sole and exclusive discretion of Vendor. Any service provided by Vendor in implementing any such modification shall be at the time and material rates of Vendor prevailing at the time such services are rendered.

Section 3.03 -- Customer Cooperation: Customer shall cooperate with Vendor by granting access to the Software and the Computer, and providing data and information reasonably required by Vendor to correct a Defect. Customer shall cooperate with Vendor to facilitate web browser based desktop sharing on a Windows workstation that has access both to the Computer and the Internet. The workstation must support a web sharing solution, as approved by Vendor.

Section 3.04 -- Schedule Restrictions: The services to be provided by Vendor hereunder shall be performed only during the hours of 8:30 a.m. through 5:00 p.m., US Central Time, Monday through Friday (excluding US Public holidays). 24x7x365 emergency service is available if Customer has purchased Global Access Support.

ARTICLE IV: LICENSING

Section 4.01 -- License Grant: Vendor hereby grants to Customer a non-exclusive and non-transferable license to use the Enhancements and Updates and Documentation for the Maintenance Term.

Section 4.02 -- Risk of Loss: Customer assumes risk of loss to an Enhancement or Update as of the Acceptance Date for such Enhancement or Update.

Section 4.03 -- Authorized Use: Customer shall prevent Unauthorized Users from accessing the Software. Customer shall prevent Unauthorized Access to the Software.

ARTICLE V: PAYMENT

Section 5.01 -- Maintenance Fee: Customer shall pay Vendor a Maintenance Fee as of the Effective Date and each anniversary of the Effective Date. Vendor shall establish the Maintenance Fee for a Maintenance Term by written notice to Customer at least thirty days in advance of the first day of such Maintenance Term.

Section 5.02 -- Consulting Fee: Services provided to Customer by Vendor which are not provided under this Agreement shall be invoiced to Customer by Vendor at Vendor's published time and material rates prevailing at the time the services are rendered plus actual travel and per diem costs incurred by Vendor in providing such services.

Section 5.03 -- Expenses: All taxes (except income taxes), insurance, postage, travel, and shipping costs incurred by Vendor in performing services under this Agreement shall be paid by Customer.

Section 5.04 -- Invoicing and Payment: Vendor shall invoice Customer monthly for fees and expenses in providing services under this Agreement. Customer shall pay any such invoice in full within ten days of receiving such invoice.

ARTICLE VI: TERMINATION

Section 6.01 -- Termination Limitations: This Agreement may only be terminated as provided under this Article VI.

Section 6.02 -- Term and Renewal: This Agreement shall be valid for the Maintenance Term except as extended hereunder. The Maintenance Term shall renew for one year on each anniversary of the Effective Date unless terminated ten days in advance by written notice from one party to the other party to this Agreement.

Section 6.03 -- Termination: Either party may terminate this Agreement for convenience with thirty days written notice of termination to the other party.

Section 6.04 -- Cancellation for Cause: If a party violates its obligations under this Agreement, the other party may cancel the Agreement by sending Cancellation Notice describing the noncompliance to the noncomplying party. Upon receiving Cancellation Notice, the noncomplying party shall have thirty days from the date of such notice to either cure any such noncompliance or, if the noncompliance cannot be cured within such thirty day period, to begin curing such noncompliance in good faith. If such noncompliance is not cured within the required thirty day period, or, if the noncompliance cannot be cured within such thirty day period and the noncomplying party does not make a good faith effort to begin curing such noncompliance within such thirty day period, the party providing Cancellation Notice shall have the right to cancel this Agreement as of the thirty-first day after the date of the Cancellation Notice.

Section 6.05 -- Refund in the Event of Termination: If this Agreement is terminated by Customer, Vendor shall refund any maintenance fees paid

by Customer before the termination date for maintenance services after the termination date. For purposes of this Article the term "termination date" shall mean the effective date of termination as specified in the notice of termination, or if no such termination date is specified the termination date shall be deemed to be the date customer delivers termination notice to Vendor.

ARTICLE VII -- WARRANTY

Section 7.01 -- Maintenance Warranty: Vendor warrants that Vendor shall maintain the Software free from all Defects and that the Software shall conform to the performance capabilities, functions and other standards applicable thereto as set forth in this Agreement and the Software License. Vendor warrants that all Enhancements and Updates implemented by Vendor shall be fully compatible with each other, the Software and the Computer.

Section 7.02 -- Service Warranty: The services to be provided by Vendor hereunder shall be performed in a timely and professional manner by qualified software personnel familiar with the Software and shall conform to the standards generally observed in the industry for similar services. Such services shall be in compliance with all applicable laws, rules, regulations or orders.

Section 7.03 -- Software Modifications: If the Software is modified by any party other than Vendor, Vendor shall be discharged from any further obligations under this Agreement. Any such discharge shall not affect the obligations of Customer which shall be continuing and binding despite such discharge.

Section 7.04 -- Original Development: Vendor represents and warrants that the Enhancements and Updates shall not infringe upon or violate any patent, copyright, trade secret or other property right of any third party.

Section 7.05: WARRANTY LIMITATION: THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY.

ARTICLE VIII: INTELLECTUAL PROPERTY

Section 8.01 -- Ownership and Title: Title to the Enhancements, Updates and Documentation, including ownership rights to patents, copyrights, trademarks and trade secrets therein shall be the exclusive property of Vendor.

Section 8.02 -- Reverse Engineering: Customer shall not reverse engineer an Enhancement or Update.

Section 8.03 -- Confidentiality: Customer hereby acknowledges that the Enhancements, Updates, and Documentation may contain information that may be trade secret and proprietary to Vendor. Customer hereby agrees not to disclose such information except to persons and organizations expressly authorized by Vendor to receive such information. Customer shall not remove or alter any copyright notices or proprietary legends affixed by Vendor to such Enhancements, Updates or Documentation.

Section 8.04 -- Copies: Customer shall not copy Enhancements, Updates or Documentation and shall not allow the Enhancements, Updates or Documentation to be copied without the prior written consent of Vendor.

Section 8.05 -- Limitation of Damages: Vendor shall not be liable for any failure to perform its obligations under this Agreement because of circumstances beyond the control of Vendor, which such circumstances shall include (without limitation) natural disaster, terrorism, labor disputes, war, declarations of governments, transportation delays, failure of the Computer, telecommunications failure and misuse of the Software by Customer.

Section 8.06 -- Continuation: The terms and provisions of this Article VIII shall survive termination of this Agreement.

ARTICLE IX: MISCELLANEOUS

Section 9.01 -- Assignments: All assignments of rights under this Agreement by Customer without the prior written consent of Vendor shall be void.

Section 9.02 -- Entire Agreement: Excepting the Software License and the Software Escrow Agreement between the parties hereto, this Agreement contains the entire understanding of the parties and supersedes previous verbal and written agreements between the parties concerning maintenance, user support and training services for the Software.

Section 9.03 -- Equitable Remedies: The parties hereby acknowledge that damages at law may be an inadequate remedy. Therefore, Customer shall have the right of specific performance, injunction or other equitable remedy in the event of a breach of this Agreement by Vendor.

Section 9.04 -- Amendments and Modifications: Waivers, alterations, modifications or amendments of a provision of this Agreement shall not be binding unless such waiver, alteration, modification or amendment is in writing and signed by an authorized representative of both parties.

Section 9.05 -- Severability: If a provision of this Agreement is rendered invalid, the remaining provisions shall remain in full force and effect.

Section 9.06 -- Captions: The headings and captions of this Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 9.07 -- Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

Section 9.08 -- Governing Law: This Agreement is governed by the laws of the state of Minnesota and venue shall be Hennepin County, Minneapolis Minnesota USA.

Section 9.09 -- Notice: Notices shall be in writing and shall be deemed delivered in person when delivered by courier or mailed postage prepaid by Certified or Registered Mail -- Return Receipt Requested -- to the person and address designated below for Vendor, and to the address set forth on the Software License for Customer. Notice shall be deemed given on the date of receipt -- as evidenced in the case of Certified or Registered Mail by Return Receipt.

Vendor Address

Kato Integrations Corporation 9951 Atlantic Blvd., Suite 322 OMB 1154, Jacksonville, FL 32225

Section 9.10 -- Pronouns/Gender: Pronouns shall refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 9.11 -- Bankruptcy: If either party must institute, defend, appear or attend a bankruptcy proceeding as a result of the filing of bankruptcy by the other party, fees and expenses shall be born by the filing party. If either party has a bankruptcy proceeding filed against it, the other party shall recover attorney fees, expert witness fees, and other costs incurred by such other party in connection with the bankruptcy proceeding, hearing or trial.

Section 9.12 -- Waiver: Waiver of breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision.

Section 9.13 -- Relationship of the Parties: It is agreed that the relationship of the parties is primarily that of Customer and Vendor. Nothing herein shall be construed as creating partnership, employment relationship, or agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party maintains its separate identity.

Section 9.14 -- Section 7.14 -- Arbitration: Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with Arbitration Rules of the American Arbitration Association in St. Paul, Minnesota. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Three qualified Arbitrators shall be selected by the parties in accordance with the Arbitration Rules of the American Arbitration Association. Each party shall have the right of discovery as set forth in the Federal Rules of Civil Procedure. The Arbitration shall be administered by the American Arbitration Association in St. Paul, Minnesota.

Section 9.15 -- Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this Agreement are true, correct and accurate as of the date of this Agreement to the best of their knowledge.

Section 9.16 -- Litigation Expense: In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation and arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).