

TAIMSCORE

LICENSE AGREEMENT

This License Agreement, or Terms of Service ("Agreement") is entered into as of the Effective Date between eFortresses, Inc., a Delaware corporation ("eFortresses"), having its principal place of business at 3340 Peachtree Road, NE, Suite 1800, Atlanta, Georgia 30326, USA and Licensee.

DEFINITIONS. The following definitions are applicable to this AGREEMENT:

1) "COMPLIANCE" shall mean regulatory compliance.

(2) "SOFTWARE" shall mean the TAIMSCORE SaaS solution accessed via internet, plus any questionnaires used as part of the assessment process.

(3) "TAIMSCORE" shall mean proprietary software copyrighted and owned by eFortresses.

(4) "SaaS" Software-as-a-Service shall mean a web application accessed via the Internet to provide services, in this case, to facilitate risk scoring.

(5) "SOFTWARE PRODUCTS" as used in this Agreement shall mean the TAIMSCORE SaaS solution ("SOFTWARE") is used for convenience and clarity for those Agreement terms that apply to SOFTWARE APPLICATION.

LICENSE. Subject to the terms and conditions of this Agreement, eFortresses grants to Licensee a personal, limited, non-exclusive, and non-transferable license to use eFortresses's:

- TAIMSCORE Software-as-a-Service (SaaS) ("Software") is a cloud-based application, to assess information owned by Licensee's employees, service providers and partners to facilitate risk scoring.

This Agreement is effective as of the first date of login for Software Licensees ("Effective Date").

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USE.

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REFERENCEABILITY (SOFTWARE ONLY). Licensee acknowledges that eFortresses relies from time-to-time on customer references, case studies, organization listings, press releases, and other public relations activities to facilitate its sales and marketing process. Licensee agrees 1) to be listed as an eFortresses customer on eFortresses's website, 2) to be listed in a press release from eFortresses as a customer, 3) to participate in a case study of Licensee's use of the Software, with prior approval from Licensee, which shall not be unreasonably withheld, and 4) to speak with other prospective eFortresses customers from time-to-time about Licensee's use of the Software (provided that eFortresses contacts Licensee and receives advance permission, which shall not be unreasonably withheld, on a case-by-case basis).

EXPENSES (SOFTWARE ONLY). With respect to any installation, training, or other services provided by eFortresses, Licensee agrees to reimburse eFortresses for its reasonable actual travel and out-of-pocket expenses incurred, plus an administrative fee of fifteen percent (15%) of such amount.

PAYMENT.

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TERM AND TERMINATION (SOFTWARE ONLY). The initial term of this Agreement shall commence on the Effective Date and, unless earlier terminated as provided herein, shall continue for a period of one (1) year. Thereafter, this Agreement shall be automatically renewed for successive one (1) year periods unless either party gives written notice of termination at least sixty (60) days prior to the expiration of the initial term or any renewal term. Notwithstanding the foregoing, either party will have the right to terminate this Agreement and the license granted hereunder if: (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within ten (10) days after receipt of written notice from eFortresses; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. Upon termination, the license to use the Software shall expire, and Licensee shall immediately refrain from using any enabling access code provided by eFortresses. The provisions of the paragraphs entitled "Disclaimer," "Confidentiality," "Payment," "Indemnification," and "Disclaimer of Damages" shall survive termination of this Agreement.

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GENERAL.

(A) The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach.

(B) All notices under this Agreement may be given by hand delivery, overnight delivery, first class mail, e-mail or facsimile (with hardcopy mailed the same day by first class mail) to the party at the address set forth beneath such party's signature, or to such other address as the party to receive notice so designates by written notice to the other. Notice shall be deemed to be given upon delivery, if delivered by hand, on the day promised for delivery, if sent by overnight courier, three (3) days after posting, if sent by first class mail, or upon transmittal, if sent by e-mail or facsimile.

(C) No amendments, modifications, or supplements to this Agreement shall be binding unless in writing and signed by both parties.

(D) No action, regardless of form arising out of this Agreement, may be brought by either party more than one (1) year after the cause of action or action arose, except an action for moneys due hereunder.

(E) Licensee understands that from time to time, eFortresses may engage one or more third parties to provide marketing and/or technical assistance and that such third parties are independent of eFortresses and have

no express or implied authority to bind eFortresses, nor is eFortresses liable for any acts of such third parties which are outside the scope of their appointment.

(F) If any provision of this Agreement is held to be unenforceable, such decision shall not affect the validity or enforceability of the remaining provisions.

(G) This Agreement may be executed in two or more identical copies, each of which shall be an original.

(H) All monetary amounts shall be paid in United States dollars, payable in ready funds through a United States bank.

(I) Licensee agrees that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all prior concurrent proposals and understandings, whether oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

(J) In the event Licensee issues a purchase order or other instrument covering the subject matter of this Agreement, it is understood and agreed that such purchase order is for Licensee 's internal use and shall not affect this Agreement nor otherwise constitute a part of the agreement among the parties.

(K) Licensee acknowledges and agrees that a breach by Licensee of any of the terms of this Agreement may result in irrevocable harm to eFortresses and that the remedies at law for such breach may not adequately compensate eFortresses for damages suffered. Licensee agrees that in the event of such breach, eFortresses shall be entitled to injunctive relief or such other equitable remedies as a court of competent jurisdiction may deem just and proper.

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