

GLOBAL TARGETING SYSTEM™ (GTS)

SOFTWARE LICENSE AGREEMENT

This Agreement is made between _____ (the "Licensee") located at _____ and GLOBAL FIRSTSTRIKE, INC. (the "Licensor") with a principal place of business at 19800 MacArthur Boulevard, 3rd Floor, Irvine, California 92612.

1. DEFINITIONS.

- (a) "Software" means the computer programs and documentation listed and described in Schedule A attached to this Agreement.
- (b) "Install" means placing the Software on a computer's hard disk, CD-ROM or other secondary storage device.
- (c) "Use" means (i) executing or loading the Software into computer RAM or other primary memory, and (ii) copying the Software for archival or emergency restart purposes.

2. GRANT OF RIGHTS. Licensor hereby grants to Licensee a nonexclusive license to install and use the Software on one single user computer in its possession.

3. LICENSE TERM. This License is effective when executed by both parties and will last for a term of 1 year. Thereafter, this License shall automatically be renewed for successive 1 year terms unless Licensee gives Licensor written notice at least 30 days before the day on which the license or renewal would expire of its intention not to renew this license.

4. LICENSE FEE. Licensee agrees to pay Licensor the following license fees: \$_____ Per Year.

5. TERMINATION. Licensor shall have the right to immediately terminate this License if Licensee fails to perform any obligation required of Licensee under this License or if Licensee becomes bankrupt or insolvent.

6. RETURN OR DESTRUCTION OF SOFTWARE UPON TERMINATION. Upon termination of this License, Licensee shall return to Licensor or destroy the original and all copies of the Software including partial copies and modifications. Licensor shall have a reasonable opportunity to conduct an inspection of Licensee's place of business to assure compliance with this provision.

7. TITLE TO SOFTWARE. Licensor retains title to and ownership of the Software and all enhancements, modifications and updates of the Software.

8. MODIFICATIONS AND ENHANCEMENTS. Licensee will make no efforts to reverse engineer the Software, or make any modifications or enhancements without Licensor's express written consent.

9. WARRANTY LIMITATIONS. LICENSOR WARRANTS THAT THE SOFTWARE WILL FUNCTION IN SUBSTANTIAL ACCORDANCE WITH THE DESCRIPTION AND SPECIFICATIONS SET FORTH IN ATTACHED SCHEDULE A. THE WARRANTY GRANTED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. REMEDY LIMITATIONS. Licensor's entire liability and Licensor's sole and exclusive remedy for breach of the foregoing warranty shall be Licensor's option to either:

- return to Licensee the license fee for the period in which the Software did not perform according to this warranty, or
- repair the defects or replace the Software.

11. DAMAGE LIMITATIONS. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, AND LICENSOR'S LIABILITY TO LICENSEE FOR ANY OTHER DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT WHETHER IN CONTRACT, TORT, OR OTHERWISE WILL BE LIMITED TO THE AMOUNT RECEIVED BY LICENSOR FROM LICENSEE AS COMPENSATION FOR THE SOFTWARE DURING THE 3 MONTH PERIOD IMMEDIATELY PRIOR TO THE TIME SUCH CLAIM AROSE.

12. CONFIDENTIALITY. Licensee will treat the Software as a trade secret and proprietary know-how belonging to Licensor that is being made available to Licensee in confidence. Licensee agrees to treat the Software with at least the same care as it treats its own confidential or proprietary information.

13. ARBITRATION. The parties agree to submit any dispute under this License to binding arbitration under the rules of the American Arbitration Association in the following location: Irvine, California. Judgement upon the award rendered by the arbitrator may be entered in any court with jurisdiction to do so.

14. ATTORNEY FEES. If any legal action is necessary to enforce this License, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which it may be entitled.

15. GENERAL PROVISIONS.

(a) Complete Agreement: This License Agreement together with all schedules referred to in this Agreement, all of which are incorporated herein by reference, constitutes the sole and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements, representations and documentation relating to the subject matter of this Agreement.

(b) Modifications: Modifications and amendments to this Agreement, including any exhibit, schedule or attachment hereto, shall be enforceable only if in writing and signed by authorized representatives of both parties.

(c) Applicable law: This License will be governed by the laws of the State of Delaware.

(d) Notices: All notices and other communications given in connection with this License shall be in writing and shall be deemed given as follows:

- When delivered personally to the recipient's address as appearing in the introductory paragraph to this License;

- Three days after being deposited in the United States mail, postage prepaid to the recipient's address as appearing in the introductory paragraph to this License; or

- When sent by fax or email to the last fax or email address of the recipient known to the party giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail or the recipient delivers a written confirmation of receipt.

Any party may change its address appearing in the introductory paragraph to this License by given notice of the change in accordance with this paragraph.

(e) No Agency: Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

16. ASSIGNMENT. The rights conferred by this License shall not be assignable by the Licensee without Licensor's prior written consent. Licensor may impose a reasonable license fee on any such assignment.

17. SIGNATURES. This License shall be signed by BASILIO NUNEZ, CEO, on behalf of GLOBAL FIRSTSTRIKE, INC., and by _____, on behalf of _____.

The License shall be effective once both parties have signed.

LICENSOR

GLOBAL FIRSTSTRIKE, INC.

By: _____ Dated: _____

BASILIO NUNEZ
CEO

LICENSEE

By: _____ Dated: _____

SCHEDULE A

Software:

GLOBAL TARGETING SYSTEM™ (GTS)