

EXHIBIT 5

Draft

Limited Brands, Inc.

Leader Beta Agreement

THIS BETA AGREEMENT (the "Agreement") is entered into as of _____, 2003 by and between Leader Technologies Incorporated, a Delaware corporation ("Leader"), and Limited Brands, Inc., a Delaware corporation ("Limited") (each corporation a "Party," and collectively, the "Parties").

WHEREAS Limited has interest in **LeaderPhone®** and **Leader2Leader®** products and services invented by Leader for various uses in its business.

WHEREAS Limited wishes to evaluate the products and services first within its Advance Technology Group ("ATG").

WHEREAS ATG wishes to evaluate the products and services in order to implement project management prototypes and provide bug, feature and performance improvement feedback and recommendations. Additionally, ATG wishes to develop "desires and best fits" recommendations and a roll out plan for follow on phases including but not limited to the roll out plan for Project Management Office ("PMO") applications (the "Agreement").

WHEREAS Leader wishes to provide Limited with such products and services.

NOW, THEREFORE, in consideration of the above premises and for the duties and obligations set forth herein, the parties agree as follows:

1. Products and Services to be Provided by Leader. Leader will provide LeaderPhone® and Leader2Leader™ software and system products and services ("Products and Services") to enable Limited to implement LeaderPhone® Teleconferencing Services and Leader2Leader® according to the project plan and budget ("Project Plan and Budget") attached hereto as Appendix A.
2. Mutual Proprietary & Confidentiality Agreement. Limited and Leader agree to execute the mutual proprietary and confidentiality agreement ("Mutual Proprietary & Confidentiality Agreement") attached hereto as Appendix B.
3. Future Agreements. Upon satisfactory completion of the work in this Agreement, it is the intent of the Parties and a component of the scope of work in this Agreement to plan and submit for approval additional agreements between the Parties whereby the Products and Services will prospectively be introduced to the Project Management Office ("PMO") and from there to wider deployments within the Limited organization.
4. Project Quantities. The Limited may, at its sole discretion, change the user metrics and requirements ("Project Quantities") such as the number of users supported, number of telephone lines required, integration cubes to be developed, and number of Leader personnel required for support. Limited agrees that Leader may then change its level of service accordingly.
5. LeaderPhone® End User License Agreement. Limited agrees to the LeaderPhone® end user license agreement ("LeaderPhone® End User License Agreement") as available for download at the LeaderPhone® website at <https://www.leaderphone.com/leader/useragreement.jsp>.
6. Leader2Leader™ Beta User License Agreement. Limited agrees to execute the Leader2Leader™ beta user license agreement ("Leader2Leader™ Beta User License Agreement") attached hereto as Appendix C that will be in effect during this Agreement.

Plaintiff's Trial Exhibit

PTX-773

Case No. 08-CV-00862

Proprietary & Confidential, Rev. 02-02-03

© 2003, January 23, 2003, Leader Technologies Incorporated, Patents Pending, All Rights Reserved.

7. Intellectual Property. Limited agrees that Leader is and shall remain the sole owner of all intellectual property provided and developed by Leader in the performance of its obligations under this Agreement
8. Compensation. Leader shall receive compensation (“Compensation”) according to the schedule of payments for Products and Services as specified in the Project Plan and Budget, Appendix A. Changes in Project Quantities shall change the Project Plan and Budget projections and fees accordingly. Limited agrees to make the payment at the execution of this Agreement.
9. Customization. Limited may request Leader from time to time to perform modifications to the Products and Services to support specific requirements. Leader may at its sole discretion determine whether to include those modifications as a part of the Project Plan and Budget or whether those modifications should be the subject of a separate agreement or an addendum to this Agreement.
10. Term of Agreement. This Agreement shall be sixty (60) days (“Term”) from the date set forth herein.
11. Site Access, Hardware, Software and Documentation. The Parties agree to provide full site access during normal business hours to all tangible and intangible properties owned by either Party that may be located from time to time in the facilities of the other Party. The Parties further agree that all property owned by either Party shall remain the property of that Party under all circumstances and that said property shall be returned promptly upon request of the owner of the property.
12. Independent Contractors. The Parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other. The respective personnel of each Party are neither agents nor employees of the other Party for federal tax purposes or any other purpose whatsoever, and are not entitled to any employee benefits of the other Party.
13. Amendment; Waiver; Survival. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representative of each of the Parties. The failure of any Party to enforce any right it is granted herein, or to require the performance by the other Party hereto of any provision of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this Agreement. All provisions of this Agreement that by their own terms take effect upon the termination of this Agreement or by their nature survive termination shall survive such termination.
14. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be unenforceable and the unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision.
15. Counterparts. This Agreement may be executed simultaneously in two or more counterparts any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement.
16. Entire Agreement. This Agreement and Appendices constitute the entire agreement between Limited and Leader with respect to the subject matter hereof and supersede all prior agreements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof.

- 17. Headings. The descriptive headings in this Agreement have been inserted for convenience only and do not constitute a part of this Agreement.
- 18. Notices. Except as is otherwise provided in this Agreement, (a) whenever notice is required by the Provisions of this Agreement or otherwise to be given to the Company, such notice will be in writing addressed to the Company at 921 Eastwind Drive, Suite 118, Westerville, OH 43081, Attention: Michael T. McKibben, mmckibben@leader.com and (b) whenever notice is required by the provisions of this Agreement or otherwise to be given to Limited, such notice will be in writing addressed to Limited at _____, Attention: _____, _____ . Any notice referred to herein may be given in writing or by telephone, so long as such notice is immediately confirmed in writing. Notice (unless actual) will be effective upon mailing.

Confirmed and agreed to by:

LIMITED BRANDS, INC.

LEADER TECHNOLOGIES INCORPORATED

By: _____

By: _____

Name: Michael T. McKibben

Title: Chairman & CEO

Print Name

Print Title

Appendix A

Project Plan & Budget

Duration 60 days
 Limited users supported: 15 people
 Limited work group: Advanced Technology Group (ATG)

The ATG group shall obtain LeaderPhone® and Leader2Leader™ user accounts, including multiple fax and voice mail numbers. Leader will provide these services on an ASP basis. This will be an ATG testing environment as well as a “scoping phase” in which performance metrics will be determined. ATG will report on bug, features and performance improvement feedback and recommendations. In addition, actual specifications will be written for link between the Products and Services and the Limited Active Directory. The work product for this phase will be a Project Plan for Phase 2 which will most likely involve roll out of Leader2Leader® and LeaderPhone™ within the Project Management Office (“PMO”).

Deliverables

1. ATG group gets LeaderPhone® & Leader2Leader™ user accounts
2. Leader provisions LeaderPhone® & Leader2Leader™ servers on ASP basis
3. Leader provisions 1.4 T1 lines for testing Leader Voice Mail™ and Leader Fax™.
4. Leader and ATG jointly develop the project specification for the Limited Active Directory.
5. Leader develops call restriction feature on LeaderPhone® requested by the Limited
6. ATG group to implement project management prototypes and provide bug, feature and performance improvement feedback and recommendations.
7. ATG group to develop “desires and best fits” recommendations and “next step” project plan to be submitted for approval that will likely involve roll out to the PMO.

Costs

| | |
|---|------------------------|
| Leader2Leader™ beta test licenses | \$7,500 |
| Active Directory cube development planning | \$15,000 |
| LeaderPhone® call restriction feature implemented | \$10,000 |
| Leader Voice Mail™ & Leader Fax™ costs | \$1,000 |
| Leader FTEs total ¹ | \$16,000 |
| Total | <u>\$49,500</u> |

¹ Includes training, services, technical support, documentation, consultations, etc.

Draft

Appendix B

Mutual Proprietary & Confidentiality Agreement

[To be inserted by Limited.]

Proprietary & Confidential, Rev. 02-28-03

© 2003, January 23, 2003, Leader Technologies Incorporated, Patents Pending, All Rights Reserved.

Appendix C**Leader2Leader™ Beta User License Agreement**

THIS BETA USER LICENSE AGREEMENT (the "Agreement") is entered into as of the date first referenced herein by and between Leader Technologies Incorporated, a Delaware corporation ("Leader"), and Limited Brands, Inc., a Delaware corporation (the "Company") (each a "Party," and collectively, the "Parties").

WHEREAS Leader licenses certain software products.

WHEREAS Company wishes to evaluate such software for potential future uses in its business processes.

NOW, THEREFORE, in consideration for the rights and obligations set forth herein, the parties agree as follows:

1. DEFINITIONS.

1.1 "Intellectual Property Rights" means patent rights (including patent applications and disclosures), trademarks, trade dress, copyrights, trade secrets, know-how, business information, plans, Moral Rights and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.2 "Moral Rights" means any rights to claim authorship of a work, to object to or prevent any modification of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right."

1.3 "Products" means Leader's software products in object code form, and any updates, bug fixes or modifications thereto or derivative works created there from.

2. LICENSE.

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Leader grants to Company a nonexclusive, nontransferable, nonsublicensable, limited license to use the Products solely at the Company's site(s), solely in connection with computers owned or controlled by Company, for the sole purpose of Company's internal evaluation of the Products during the term of this Agreement.

2.2 **License Restrictions.** Company acknowledges and agrees that: (i) Company will use the Products only for the purposes of evaluating the Product's performance and providing feedback to Leader and for no commercial or any other purpose, (ii) Company will not disclose to any third party the results of any benchmark tests or other evaluation of the Products, (iii) the Products contain trade secrets of Leader and Company agrees not to disassemble, decompile or reverse engineer Products, or to permit any third party to do so, (iv) Company will not modify, adapt or create derivative works of the Products, (v) Company will be using a preliminary version of the Products and Leader reserves the right at any time to alter the features, specifications, capabilities, manufacturing release dates, and general availability of the Products; (vi) Company will not rent, lease, loan, resell, transfer, or sublicense the Products (including but not limited to offering the functionality of the Products on a time sharing basis) (vii) use of the Products may result in unexpected results, loss of or damage to data, project delays or other unpredictable damage or loss to Company, and (viii) Company will use the Product only in a secured location at the Site, and prohibit remote access to the Product central servers (over LAN or WAN access or otherwise), and shall restrict use of the Product to those employees of Company with a need to know and use the Product as set forth herein.

2.3 **Limited Rights.** Company's rights in or to the Products are limited to those expressly granted in this Section 2. Leader reserves all rights and licenses in and to the Products not expressly granted to Company under this Agreement.

Proprietary & Confidential, Rev. 02-28-03

© 2003, January 23, 2003, Leader Technologies Incorporated, Patents Pending, All Rights Reserved.

3. OWNERSHIP.

Leader and/or its licensors owns all worldwide right, title and interest in and to the Products, including all worldwide Intellectual Property Rights therein. Company will not delete or in any manner alter the copyright, trademark, patent and other proprietary rights notices appearing in or on the Products as delivered to Company. Company will reproduce such notices in and on all copies it makes of the Products in any form, including but not limited to print, screen captures, and digital files.

4. SUPPORT, FEEDBACK.

Leader will have no obligation to provide Company with any maintenance and support services for the Products except as otherwise specified by separate agreement. At the end of the term of this Agreement, Company shall deliver to Leader a final written report summarizing Company's evaluation of the Products ("Product Evaluation"). Leader shall be free to use the Product Evaluation and any other feedback on the Products, including without limitation incorporating any of Company's suggestions into Leader products, or for purposes of advertising, without obligation or payment to Company. All such feedback and the Product Evaluations are and shall be the sole and exclusive property of Leader and Company hereby assigns to Leader all of its rights, title and interest in and to such feedback and Product Evaluations including any Intellectual Property Rights therein.

5. WARRANTY DISCLAIMER.

Leader does not warrant (i) that the Products will meet Company's requirements, (ii) that the Products will operate in the combinations that Company may select, (iii) that the Products will serve the purposes intended by Company, or (iv) that the operation of the Products will be error free or uninterrupted or that all Product errors will be corrected. THE PRODUCTS ARE PROVIDED TO COMPANY "AS IS" AND WITHOUT WARRANTY OF ANY KIND. LEADER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONIN-FRINGEMENT, QUIET ENJOYMENT AND WARRANTIES ARISING OUT OF COURSE OF DEALING, OR USAGE OF TRADE.

6. LIMITATION OF LIABILITY.

IN NO EVENT WILL LEADER BE LIABLE TO COMPANY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, REVENUE OR PROFITS, BUSINESS INTERRUPTION, LOSS OF SUBSTITUTE PRODUCTS OR SERVICES OR OTHER ECONOMIC LOSS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF LEADER'S PRODUCTS OR SERVICES, WHETHER SUCH LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT LEADER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

7. TERM AND TERMINATION.

7.1 Term. This Agreement will begin on the Effective Date and will remain in effect for a period of three (3) months thereafter unless sooner terminated as provided below.

7.2 Early Termination. Each party will have the right to terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other party. Leader may terminate this Agreement immediately upon written notice if Company exceeds the scope of the license granted herein, violates Leader's Intellectual Property Rights, or breaches its confidentiality obligations under this Agreement.

7.3 Effect of Termination. Upon any termination of this Agreement the rights and licenses granted under this Agreement shall automatically terminate and Company will promptly return to Leader (or, at Leader's request, destroy) the applicable Products and all copies and portions thereof and all other Confidential Information which does not relate to portions of this Agreement still in effect, in all forms and types of media, and certify in writing to Leader that Company has complied with the foregoing.

8.4 Nonexclusive Remedy. The exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

8.5 Survival. The rights and obligations of the parties contained in Sections 1, 3, 5, 6, 7, 8.3, 8.4, 8.5 and 9 will survive the termination of this Agreement.

9. GENERAL.

9.1 Assignment. Company may not assign this Agreement, in whole or in part, without Leader's prior written consent. Any attempt to assign this Agreement without such consent is null and void.

9.2 Governing Law. This Agreement will be governed by Ohio law excluding its conflicts of law principles, and excluding the United Nations Convention on Contracts for the International Sale of Goods.

9.3 Severability. If for any reason any provision of this Agreement is found to be invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

9.4 Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

9.5 Notices. All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery services, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses as may be specified by either party to the other in accordance with this Section. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section.

9.6 Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God or governmental action.

9.7 Relationship of Parties. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

9.8 Export Control. Company agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to ensure that neither the Products, nor any direct product thereof are (a) exported or re-exported directly or indirectly in violation of Export Laws; or (b) are intended to be used for any purposes prohibited by the Export Laws, including but not limited to nuclear, chemical, or biological weapons proliferation.

9.9 Entire Agreement. This Agreement constitutes the complete understanding and agreement between the parties regarding Leader product beta licensing and supercedes all prior or contemporaneous agreements or understandings, written or oral, relating to the subject matter herein. Any waiver, modifications or amendment of any provisions of this Agreement will be effective only if in writing and signed by duly authorized representatives of both parties.

9.10 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

9.11 No Third Party Beneficiaries. Leader and Company agree that there shall be no third party beneficiaries to this Agreement.

9.12 Headings. The headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Confirmed and agreed to by:

LIMITED

LEADER

By: _____

By: _____

Name: Michael T. McKibben

Title: Chairman & CEO

Print Name

Date

Print Title

Date