

Exhibit A

Uniloc Corporation Pty. Ltd. License Agreement
September 10, 2002
No. L-1017-2

Introduction.

This License Agreement (the "Agreement") is made between Uniloc Corporation, a Proprietary Limited company with a representative office at 19744 Beach Blvd #359, Huntington Beach, California (referred to as "Licensor"), and XtreamLok, a Proprietary Limited company at B Miller St Unit 5, Murarie, Queensland Australia (referred to as "Licensee").

Licensor and Licensee shall be collectively referred to as "the parties." Licensor is the owner of certain proprietary rights to an invention referred to as "Machine specific licensing mechanism". Licensee desires to license certain rights in the invention. Therefore the parties agree as follows:

The Property

The "Property" refers to the invention(s) described in U.S. Patent No 5,490,216.

Licensed Products

Licensed Products are defined as the Licensee products incorporating the Property (the "Licensed Products").

Grant of Rights

Licensor grants to Licensee a nonexclusive license to make, use and sell the Property solely in association with the manufacture, sale, use, promotion or distribution of the Licensed Products.

Sublicense

Licensee may sublicense the rights granted pursuant to this agreement provided: Licensee obtains Licensor's prior written consent to such sublicense; and Licensor receives such revenue or royalty payment as provided in the Payment section below. Any sublicense granted in violation of this provision shall be void.

Reservation of Rights

Licensor expressly reserves all rights other than those being conveyed or granted in this agreement

Territory

The rights granted to Licensee are limited to markets where the Licensee actively markets its products.

Term

This Agreement shall commence upon the Effective Date and shall extend for a period of 3 years (the "Initial Term") and thereafter may be renewed by Licensee under the same terms and conditions for consecutive 3 year periods (the "Renewal Terms"), provided that: (a) Licensee provides written notice of its intention to renew this agreement within thirty days before the expiration of the current term; and (b) in no event shall the Agreement extend longer than the date of expiration of the longest-living patent (or patents) or last-remaining patent application as listed in the definition of the Property.

Royalties.

All royalties ("Royalties") provided for under this Agreement shall accrue when the respective items are sold, shipped, distributed, billed or paid for, whichever occurs first. Royalties shall also be paid by the Licensee to Licensor on all items, even if not billed (including, but not limited to introductory offers, samples, promotions, or distributions) to individuals or companies which are affiliated with, associated with or subsidiaries of Licensee.

Net Sales

"Net Sales" are defined as Licensee's gross sales (i.e., the gross invoice amount billed customers) less quantity discounts and returns actually credited. A quantity discount is a discount made at the time of shipment. No deductions shall be made for cash or other discounts, for commissions, for uncollectible accounts, or for fees or expenses of any kind, which may be incurred by the Licensee in connection with the Royalty payments.

Licensed Product Royalty

Licensee agrees to pay a Royalty of 1% percent of all Net Sales revenue of the Licensed Products ("Licensed Product Royalty").

Guaranteed Minimum Annual Royalty Payment

In addition to any other advances or fees, Licensee shall pay an annual guaranteed royalty (the "GMAR") as follows: \$1500 per year. The GMAR shall be paid to Licensor annually on an annual basis from the date of execution of this agreement.

The GMAR is an advance against royalties for the twelve-month period commencing upon payment. Royalty payments based on Net Sales made during any

year of this Agreement shall be credited against the GMAR due for the year in which such Net Sales were made. In the event that annual royalties exceed the GMAR, Licensee shall pay the difference to Licensor. Any annual royalty payments in excess of the GMAR shall not be carried forward from previous years or applied against the GMAR.

License Fee

As a nonrefundable, nonrecoupable fee for executing this license, Licensee agrees to pay to Licensor upon execution of this Agreement the sum of \$500 USD.

Payments and Statements to Licensor.

Within thirty days after the end of each calendar quarter (the "Royalty Period"), an accurate statement of Net Sales of Licensed Products along with any royalty payments or sublicensing revenues due to Licensor shall be provided to Licensor, regardless of whether any Licensed Products were sold during the Royalty Period. All payments shall be paid in United States currency drawn on a United States bank. The acceptance by Licensor of any of the statements furnished or royalties paid shall not preclude Licensor questioning the correctness at any time of any payments or statements.

Audit.

Licensee shall keep accurate books of account and records covering all transactions relating to the license granted in this Agreement, and Licensor or its duly authorized representatives shall have the right upon five days prior written notice, and during normal business hours, to inspect and audit Licensee's records relating to the Property licensed under this Agreement. Licensor shall bear the cost of such inspection and audit, unless the results indicate an underpayment greater than \$1,000 for any six-month period. In that case, Licensee shall promptly reimburse Licensor for all costs of the audit along with the amount due with interest on such sums. Interest shall accrue from the date the payment was originally due and the interest rate shall be 1.5% per month, or the maximum rate permitted by law, whichever is less. Copies of all books of account and records shall be made available to the Licensor in the United States as required and kept available for at least two years after the termination of this Agreement.

Late Payment.

Time is of the essence with respect to all payments to be made by Licensee under this Agreement. If Licensee is late in any payment provided for in this Agreement, Licensee shall pay interest on the payment from the date due until paid at a rate of 1.5% per month, or the maximum rate permitted by law, whichever is less.

Licensor Warranties.

Licensor warrants that it has the power and authority to enter into this Agreement and has no knowledge as to any third party claims regarding the proprietary rights in the Property, which would interfere with the rights granted under this Agreement.

It also warrants that it will ensure that the licensor's rights under this agreement are maintained in the event the patent holding company is the subject of an acquisition or merger.

Indemnification by Licensor

Licensor shall indemnify Licensee and hold Licensee harmless from any damages and liabilities (including reasonable attorneys' fees and costs), arising from any breach of Licensor's warranties as defined in Licensor's Warranties, above, provided: (a) such claim, if sustained, would prevent Licensee from marketing the Licensed Products or the Property; (b) such claim arises solely out of the Property as disclosed to the Licensee, and not out of any change in the Property made by Licensee or a vendor, or by reason of an off-the-shelf component or by reason of any claim for trademark infringement; (c) Licensee gives Licensor prompt written notice of any such claim; (d) such indemnity shall only be applicable in the event of a final decision by a court of competent jurisdiction from which no right to appeal exists; and (e) that the maximum amount due from Licensor to Licensee under this paragraph shall not exceed the amounts due to Licensor under the Payment Section from the date that Licensor notifies Licensee of the existence of such a claim.

Licensee Warranties.

Licensee warrants that it will use its best commercial efforts to market the Licensed Products and that their sale and marketing shall be in conformance with all applicable laws and regulations, including but not limited to all intellectual property laws.

Indemnification by Licensee.

Licensee shall indemnify Licensor and hold Licensor harmless from any damages and liabilities (including reasonable attorneys' fees and costs), (a) arising from any breach of Licensee's warranties and representation as defined in the Licensee Warranties, above, (b) arising out of any alleged defects or failures to perform of the Licensed Products or any product liability claims or use of the Licensed Products; and (c), any claims arising out of advertising, distribution or marketing of the Licensed Products.

Limitation of Licensor Liability

Licensor's maximum liability to Licensee under this agreement, regardless on what basis liability is asserted, shall in no event exceed the total amount paid to Licensor under this Agreement. Licensor shall not be liable to Licensee for any incidental, consequential, punitive or special damages.

Intellectual Property Protection.

Licensor will, in its own name and at its own expense, provide appropriate patent, trademark or copyright protection for the Property. Licensor makes no warranty with respect to the validity of any patent, trademark or copyright, which may be granted. Licensor grants to Licensee the right to apply for patents on the Property or Licensed Products provided that such patents shall be applied for in the name of Licensor and licensed to Licensee during the Term and according to the conditions of this Agreement. Licensee shall have the right to deduct its reasonable out of pocket expenses for the preparation, filing and prosecution of any such U.S. patent application (but in no event more than \$5,000) from future royalties due to Licensor under this Agreement. Licensee shall obtain Licensor's prior written consent before incurring expenses for any foreign patent application.

Compliance with Intellectual Property Laws

The license granted in this Agreement is conditioned on Licensee's compliance with the provisions of the intellectual property laws of the United States and any foreign country in the Territory. All copies of the Licensed Product as well as all promotional material shall bear appropriate proprietary notices.

Infringement Against Third Parties

In the event that either party learns of imitations or infringements of the Property or Licensed Products, that party shall notify the other in writing of the infringements or imitations. Licensor shall have the right to commence lawsuits against third persons arising from infringement of the Property or Licensed Products. In the event that Licensor does not commence a lawsuit against an alleged infringer within sixty days of notification by Licensee, Licensee may commence a lawsuit against the third party. Before the filing suit, Licensee shall obtain the written consent of Licensor to do so and such consent shall not be unreasonably withheld. Licensor will cooperate fully and in good faith with Licensee for the purpose of securing and preserving Licensee's rights to the Property. Any recovery (including, but not limited to a judgment, settlement or licensing agreement included as resolution of an infringement dispute) shall be divided equally between the parties after deduction and payment of reasonable attorneys' fees to the party bringing the lawsuit.

Samples & Quality Control.

Licensee shall submit a production sample of the Licensed Product to Licensor to assure that the product meets Licensor's and general market quality standards. In the event that Licensor fails to object in writing within 10 business days after the date of receipt, the Licensed Product shall be deemed to be acceptable. At least once during each calendar year, Licensee shall submit one production sample of each Licensed Product for review. The quality standards applied by Licensor shall be no more rigorous than the quality standards applied by the general expectations of users in the software market.

Insurance.

Licensee shall, throughout the Term, obtain and maintain, at its own expense, standard product liability insurance coverage, naming Licensor as additional named insured's. Such policy shall: (a) be maintained with a carrier having a Moody's rating of at least B; and (b) provide protection against any claims, demands and causes of action arising out of any alleged defects or failure to perform of the Licensed Products or any use of the Licensed Products. The amount of coverage shall be a minimum of \$300,000 USD with no deductible amount for each single occurrence for bodily injury or property damage. The policy shall provide for notice to the Agent and Licensor from the insurer by Registered or Certified Mail in the event of any modification or termination of insurance. Licensee shall furnish Licensor and Agent a certificate from its product liability insurance carrier evidencing insurance coverage in favor of Licensor, and in no event shall Licensee distribute the Licensed Products before the receipt by the Licensor of evidence of insurance. The provisions of this section shall survive termination for three years.

Confidentiality.

The parties acknowledge that each may be furnished or have access to confidential information that relates to each other's business (the "Confidential Information"). In the event that information is in written form, the disclosing party shall label or stamp the materials with the word "Confidential" or some similar warning. In the event that Confidential Information is transmitted orally, the disclosing party shall promptly provide a writing indicating that such oral communication constituted Confidential Information. The parties agree to maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the other party and to restrict access to such Confidential Information to persons bound by this Agreement, only on a need-to-know basis. Neither party, without prior written approval of the other, shall use or otherwise disclose to others, or permit the use by others of the Confidential Information.

Termination

This Agreement terminates at the end of three years (the "Initial Term") unless renewed by Licensee under the same terms and conditions for consecutive three year periods (the "Renewal Terms") provided that Licensee provides written notice of its intention to renew this agreement within thirty days prior to expiration of the current term. In no event shall the Agreement extend longer than the date of expiration of the longest-living patent (or patents) or last-remaining patent application as listed in the definition of the Property.

Licensors' Right to Terminate

Licensors shall have the right to terminate this Agreement for the following reasons:

- (a) Licensee fails to pay Royalties when due or fails to accurately report Net Sales, as defined in the Payment Section of this Agreement, and such failure is not cured within thirty days after written notice from the Licensor;
- (b) Licensee fails to introduce the product to market within twelve months of the execution of this agreement;
- (c) Licensee fails to maintain confidentiality regarding Licensor's trade secrets and other information;
- (d) Licensee assigns or sublicenses in violation of the Agreement; or
- (e) Licensee fails to maintain or obtain product liability insurance as required by the provisions of this Agreement.

Licensee's Right to Terminate

Licensee shall have the right to terminate this Agreement with 60 days written notice for the reason that the sale of licensed products has been discontinued. The Licensee's termination will not be enforceable in the event that it has not supplied reasonable proof of discontinuance of licensed products or has satisfied the licensor that all royalties have been paid.

Effect of Termination.

Upon termination of this Agreement, all Royalty obligations as established in the Payments Section shall immediately become due. After the termination of this license, all rights granted to Licensee under this Agreement shall terminate and revert to Licensor, and Licensee will refrain from further manufacturing, copying, marketing, distribution, or use of any Licensed Product or other product, which incorporates the Property.

Within thirty days after termination, Licensee shall deliver to Licensor a statement indicating the number and description of the Licensed Products, which it had

on hand or is in the process of manufacturing as of the termination date. Licensee may dispose of the Licensed Products covered by this Agreement for a period of three months after termination or expiration except that Licensee shall have no such right in the event this agreement is terminated according to the Licensor's Right to Terminate, above. At the end of the post-termination sale period, Licensee shall furnish a royalty payment and statement as required under the Payment Section.

Attorneys' Fees and Expenses

The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

Dispute Resolution

If a dispute arises under or relating to this Agreement, the parties agree to submit such dispute to binding arbitration in the state of California or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in digital rights management and in invention licensing law and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

Governing Law

This Agreement shall be governed in accordance with the laws of the State of California in the United States.

Jurisdiction

The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Orange County, California in any action arising out of or relating to this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.

Waiver

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

Invalidity

If any provision of this Agreement is invalid under applicable statute or rule of law, it is to be considered omitted and the remaining provisions of this Agreement shall in no way be affected.

Entire Understanding

This Agreement expresses the complete understanding of the parties and supersedes all prior representations, agreements and understandings, whether written or oral. This Agreement may not be altered except by a written document signed by both parties.

Notices

Any notice or communication required or permitted to be given under this Agreement shall be sufficiently given when received by certified mail, or sent by facsimile transmission or overnight courier.

No Joint Venture

Nothing contained in this Agreement shall be construed to place the parties in the relationship of agent, employee, franchisee, officer, partners or joint ventures. Neither party may create or assume any obligation on behalf of the other.

Assignability

Licensee may not assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent of Licensor. Any assignment or transfer in violation of this section shall be void. However, Licensee may assign this Agreement to any entity that acquires substantially all of its stock, assets or business without prior written consent.

Each party has signed this Agreement through its authorized representative. The parties, having read this Agreement, indicate their consent to the terms and conditions by their signature below.

By _____
Date: 9/10/02
Licensor Name: Uniloc Corporation Pty Ltd

By _____
Date: 14-SEP-2002
Licensee Name/Title: DAVID TUCKER - CEO