JOINT VENTURE AND SOFTWARE LICENSE/DEVELOPMENT AGREEMENT
BETWEEN
FORMSHARE LLC
AND
BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS

This Joint Venture and Software License/Development Agreement ("Agreement") is made effective this _____ day of _____, 2007 by and between **FormShare LLC,** an Ohio limited liability company ("FormShare"), whose principal business address is 10570 Springboro Pike, Miamisburg, Ohio 45342, and **Butler Technology and Career Development Schools.,** an Ohio school district ("Butler Tech"), whose principal business address is 3603 Hamilton- Middletown Road, Fairfield Township, Ohio 45011.

RECITALS:

WHEREAS, FormShare is in the business of licensing the FormShare Academy Software and developing other similar products and applications for license to school districts ("Software");

WHEREAS, FormShare wishes to enter into a contract with an entity which has the capability of marketing the Software to school districts located throughout Ohio ("School Districts"); and

WHEREAS, Butler Tech has connections with School Districts through various trade shows and other events for educators ("Marketing Events"); and

WHEREAS, Butler Tech wants to purchase a license to use the Software; and

WHEREAS, FormShare and Butler Tech desire to enter into a contract with respect to Butler Tech's license of the Software, as well as the development and marketing of the Software to School Districts.

NOW THEREFORE, in consideration of the promises and agreements set forth herein, the parties agree as follows:

1. **Scope of Agreement**. FormShare and Butler Tech (collectively, "the Parties") desire to enter into an alliance in order to develop new implementations to the Software and market the Software to School Districts. Butler Tech agrees to pay FormShare for a license to use the Software and will assist FormShare in the development of other similar products. Butler Tech's initial investment cost for a license to use the Software and to assist FormShare in developing and marketing the Software is outlined in Exhibit A ("Fee"). In consideration of Butler Tech's assistance in marketing the Software to the School Districts, FormShare will pay Butler Tech a royalty as set forth on Exhibit A ("Royalty") for any sale of a Software license to the School Districts on and after January 1, 2007. Butler Tech acknowledges and agrees that the School Districts include only those districts located in the state of Ohio, and FormShare has the right to market and sell licenses for the Software to school districts located outside of

Ohio, as well as businesses located inside or outside of Ohio, and Butler Tech is not entitled to a Royalty of any kind for the sale of such licenses.

The duties of the Parties under this Agreement are as set forth in Section 4 herein. Within thirty (30) days of execution of this Agreement, FormShare will provide Butler Tech with a basic overview of the features and functions of the Software ("Overview"). The purpose of this Overview is to ensure that both parties agree on Software features, functions, and benefits ("Features") so they are presented consistently to prospective licensees. Butler Tech shall offer its input to FormShare on any suggested modifications to the Features. Once the parties agree upon the Features of the Software, a summary of said Features shall be attached as Exhibit B hereto. If the Parties cannot come to an agreement as to the Software Features within thirty (30) days of the presentation of the Overview to Butler Tech, either Party may terminate this Agreement by providing written notice to the other Party.

2.   **License to Use Software.** FormShare hereby grants to Butler Tech a perpetual, non-exclusive license for the use of the Software ("License"). The License shall include the Features set forth on Exhibit B and any enhancements, modifications or new applications to the Software ("Enhancements") that are sold to other School Districts. Butler Tech shall pay the license Fee to FormShare as set forth in Section 3 herein.

3.   **Fees**. The Fee and Royalty Schedule for the Initial Term, defined in Section 5 below, is set forth on Exhibit A, attached hereto. Butler Tech will pay the Fee to FormShare as outlined on Exhibit A. FormShare will pay the Royalty to Butler Tech quarterly within thirty (30) days of providing its Quarterly Report (as defined in Section 4 below) to Butler Tech. FormShare's Quarterly Report shall reflect the receipt of license and support fees from all School Districts within that Quarter, in addition to the Status of current opportunities, as described in Section 4 below. The quarterly Royalty payment shall be based upon the total amount of license and support fees actually collected by FormShare during that quarter.

4.   **Duties and Responsibilities.** Each Party shall designate in writing to the other Party one individual to act as a single point of contact on all matters related to this Agreement ("Partner Manager"). A change in Partner Manager will require at least five (5) days written notice to the other Party. The Partner Managers shall be responsible for documenting and tracking potential opportunities for the sale of Software licenses to School Districts and reporting on the status and disposition of such opportunities to the other Partner Manager ("Status") on a quarterly basis in writing ("Quarterly Report"). In addition, the Parties shall have the following duties and responsibilities:

(a)   FormShare:

(1)   FormShare shall install the Software at Butler Tech's principal place of business and maintain it for Butler Tech's use during the term of this Agreement;

(2)   FormShare shall work with Butler Tech in developing the Software to be licensed and marketed to the School Districts as set forth in Section 1 herein;

(3)   FormShare shall conduct any and all sales related activity including pre-sales work, proposal generation and "deal closing";

(4)   FormShare shall conduct all Software license installation and post-sale support and maintenance for any license to a School District; and

(5)   FormShare shall collect all Fees from the School Districts and distribute the Royalty to Butler Tech as provided in Section 3 herein.

(b)   Butler Tech:

(1)   Butler Tech shall work with FormShare in developing the Software to be sold and marketed to the School Districts as set forth in Section 1 herein

(2)   Butler Tech agrees that FormShare may reference Butler Tech in advertising and promotional materials created in support of the marketing of the Software;

(3)   Butler Tech further agrees to be a reference for the Software, agrees to be contacted by phone and/or email by potential licensees, and to assist with Software demonstrations to School Districts if requested by FormShare;

(4)   Butler Tech further agrees to provide assistance to FormShare, as required, in the creation of the content of the marketing materials; and

(5)   Butler Tech agrees to market the Software by attending a reasonable number of Marketing Events each quarter.

5.   **Term of Agreement**. This Agreement shall have a term of ten years ("Initial Term") commencing on the effective date set forth above. At least ninety (90) days prior to the expiration of this Agreement, each party will evaluate the other's performance under this Agreement and whether or not to renew this Agreement for an additional five year term ("Renewal Term"). The Parties may renew this Agreement by executing an amendment setting forth the terms and conditions of the Renewal Term.

6.   **Expenses**. Each of the parties hereto will pay and be responsible for its own payroll, rent, office expenses, taxes and other expenses incurred or related in any way to performing its duties under this Agreement. There will be no sharing of expenses by the parties.

7.   **Representations.** Each Party will comply with all applicable laws relating to the performance of this Agreement and the conduct of its business. Neither Party will knowingly engage in any activities which would cause the other Party to be in violation of any laws or regulations.

8. **Confidentiality**. Each Party agrees to retain in confidence the terms and conditions of this Agreement, and all non-public information of the other including but not limited to: the Software, related documentation, materials and information, current and future business plans, marketing information, price or customer lists, cost data (collectively, "Confidential Information"); and to use such Confidential Information only for the purposes of this Agreement and no other purposes. Each Party shall ensure its employees' and agents' compliance with this Section. Each Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of such Confidential Information and that the disclosing Party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Upon termination or expiration of this Agreement, each Party shall return to the other all Confidential Information in its possession of the other Party. For purposes of fully implementing this Section, the Parties agree that each shall, upon request, execute the other's standard form of Nondisclosure Agreement, and the terms of such Nondisclosure Agreements shall control in the event of any conflict with the terms of this Section.

FormShare expressly recognizes that Butler Tech's responsibilities under this Section are subject to the Ohio Public Records Act contained in Chapter 149 of the Ohio Revised Code. In no event shall Butler Tech be held to have breached this Section or liable for monetary or other damages should Butler Tech be required to release Confidential Information pursuant to its obligations under the Ohio Public Records Act and Chapter 149 of the Ohio Revised Code.

9. **Proprietary Rights/Licensing of Software**. Each Party agrees that this Agreement makes no changes to FormShare's ownership rights of all right, title, and interest in and to the Software and the Intellectual Property. The Parties hereby agree that any Enhancements shall become part of the Software and FormShare shall retain all right, title, and interest in and to any and all Enhancements to the Software howsoever discovered, conceived and/or developed during the term of this Agreement. The term "Intellectual Property" includes all trade secrets, all Software and Enhancements thereof, the documentation associated therewith and all translations or derivative works thereof, and source code and object code underlying all such computer software, and all patents, copyrights, mask work rights, trademarks and other intellectual property or other proprietary rights. The Parties agree that FormShare retains the exclusive right to license the Software and any Enhancements thereto to third parties and that Butler Tech has no such right.

10. **Termination**. Either Party may terminate this Agreement at any time during the term of the Agreement by giving the other Party at least 120 days written notice of termination. Either Party may terminate this Agreement immediately by giving written notice at any time prior to the expiration of the Term if:

    a)   The other Party breaches any material provision of this Agreement, including the obligation to pay, and the breach continues for a period of thirty (30) days after notice of the breach is received by the breaching Party;

b)   The other Party becomes insolvent, enters bankruptcy, reorganization, or other similar proceedings under applicable laws, whether voluntary or involuntary, or makes or attempts to make an assignment for the benefit of creditors; or

c)   The other Party ceases or threatens to cease to carry on its business and its obligations hereunder are not assumed by a permitted successor in interest. A "permitted successor" is a successor that the other Party approves of in writing.

Upon termination of this Agreement for any reason, each Party will cease any activities related to the other and return any of the other's Intellectual Property in its possession; provided that termination or expiration of this Agreement shall not terminate any then existing payment obligations of either Party.

Upon termination of this Agreement for any reason, each Party shall return any and all Confidential Information of the other Party in its possession or, alternatively, upon request shall destroy such Confidential Information and certify said destruction in writing.

Viable proposals in place prior to the date of termination, shall remain viable opportunities, against which payment may be due, for a period of ninety (90) days following termination hereof.

11.   **Limitation of Liability**. The liability of each Party to the other for direct damages under this Agreement, whether for negligence, breach of contract, or otherwise, shall not, in the aggregate, exceed the amount paid by the allegedly breaching Party to the other hereunder. Neither Party shall be liable to the other for any indirect, consequential or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) resulting from claims arising out of this Agreement.

12.   **Indemnification and Hold Harmless**. FormShare will defend, indemnify and hold harmless Butler Tech and its shareholders, directors, officers, employees, agents and affiliates from and against any and all claims, costs, expenses and losses incurred by or brought against Butler Tech or any shareholder, director, officer, employee, agent or affiliate of Butler Tech in connection with the performance of FormShare's duties hereunder. Butler Tech will defend, indemnify and hold harmless FormShare and its shareholders, directors, officers, employees, agents and affiliates from and against any and all claims, costs, expenses and losses incurred by or brought against FormShare or any shareholder, director, officer, employee, agent or affiliate of FormShare in connection with the performance of Butler Tech's duties hereunder.

13.   **Cooperation/Good Faith Effort**. Each of the parties hereto will make a good faith effort to cooperate and communicate with the other concerning the development and marketing of the Software. The parties will both share and participate in decision-making with respect to matters arising out of the development and marketing

of the Software. Each party will devote such time and effort to its duties hereunder as is necessary to accomplish the objectives hereof.

14. **Press Releases**. Within thirty (30) days of the effective date of this Agreement, the Parties may issue a jointly created and approved press release announcing the relationship created by this Agreement. The Parties agree to work together to create and issue joint press releases where appropriate.

15. **Entire Agreement/Modification.** This Agreement, including its exhibits, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior communications and agreements regarding the marketing and sale of the Software to the School Districts. It shall not be modified except by written agreement of both Parties. This Agreement does not alter any development contracts in place between the parties as of the effective date of this Agreement. This Agreement contains no guarantee of revenue for either party during its term, nor does it imply any change in FormShare's ownership rights of the Intellectual Property.

16. **Severability.** If a particular provision of this Agreement is terminated or held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision of the Agreement will be enforced to the maximum extent permissible and the remainder of this Agreement will continue in full force and effect.

17. **Waiver.** Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

18. **No Assignment**. This Agreement, and any rights or obligations hereunder, shall not be assigned by either Party, whether by written agreement, or operation of law, without the other Party's prior written consent.

19. **Relationship of the Parties**. This Agreement will not be deemed to create a partnership, joint venture or other legal entity separate and apart from the parties. FormShare and Butler Tech have entered into a purely contractual arrangement solely to develop and market the Software and to provide for Butler Tech's use of the Software. Except as expressly provided herein, FormShare will not be deemed to be a partner, employee or agent of Butler Tech for any purpose. Except as expressly provided herein, Butler Tech will not be deemed to be a partner, employee or agent of FormShare for any purpose. Neither Party shall attempt to bind the other to any third party agreement, nor have authority to undertake any action, which might have the effect of binding or creating an obligation on the part of the other Party.

20. **Successors and Assigns.** This agreement will be binding upon and insure to the benefit of parties hereto and their respective permitted successors and permitted assigns.

21.   **Notices**: All notices, authorizations, and request in connection with this Agreement shall be deemed given on the day they are (i) deposited in the mails, postage prepaid, certified or registered, return receipt requested; or (ii) sent by air express courier, charges prepaid; (iii) transmitted by facsimile; or (iv) transmitted via electronic communication and addressed as follows:

If to FormShare: If to Butler Tech:

FormShare   Butler Technology and
Attn: Matt Ross   Career Development Schools
10570 Springboro Pike   Attn: Edmund R. Pokora
Miamisburg, OH 45342   3603 Hamilton-Middletown Road
                                                    Fairfield Township, OH 45011

Each Party may change its address for notification purposes by giving the other Party written notice of the new address and the date upon which it shall become effective.

22.   **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflicts of law principles.

23.   **Further Assurances**. Each party will perform such further acts and execute and deliver such further documents as may be reasonably necessary to carry out the provisions of this Agreement.

24.   **Arbitration**. If there is a dispute on any issue hereunder, or concerning the interpretation of any provision hereof, such dispute shall be resolved by arbitration. The arbitrators shall be appointed and such arbitration shall be conducted in Montgomery County, Ohio in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered shall be final and binding upon all parties hereto and may be entered in any court having jurisdiction thereof. The expense of arbitration shall be borne by the party or parties losing the arbitration.

THE PARTIES to this Agreement have executed this document as of the date first set forth above.

FormShare LLC   Butler Tech:

By:_____   By:_____
Print Name:_____   Print Name:_____
Title:_____   Title:__Board President____

                                                    By:_____
                                                    Print Name:_____
                                                    Title:____CFO___ _____

Exhibit A
Fee and Royalty Schedule

Fee: $100,000 payable to FormShare in installments as follows:

1.	By April 1, 2007	40%	$40,000
2.	By May 1, 2007	20%	$20,000
3.	By June 1, 2007	20%	$20,000
4.	By September 1, 2007	20%	$20,000

Royalty Schedule: 1% of license and support fees actually collected by FormShare from School Districts for each calendar quarter during the term of this Agreement, payable to Butler Tech within thirty (30) days of the end of each quarter based upon the following license and support fee schedule:

Item	Cost
Initial Setup (5 Processes | Setup Fee may vary depending on the complexity of included processes.)	$5,000
Monthly Base (Includes 50 Users)	$500
Additional 50 User Licenses (Monthly)	$100

Sample Pricing
District with 150 Users
Setup Fee $ 5,000
Monthly Base $ 500
2 – 50 User Licenses $ 200
Year 1 Total $13,400
Year 2 – n Total $ 8,400

The License and Support Fee Schedule may be amended by FormShare as it determines market conditions dictate such changes.

Exhibit B
Software Features

1. Academy ^{TM} Implementation (40%)
   a. Conversion of Current EBP Modules
      i. Leave Request
      ii. Field Trip Request
      iii. Transportation
   b. Target Completion Date: March 30, 2007

2. Requisition Request (40%)
   a. Document and implement stand alone Electronic Requisition Process.
   b. Target Completion Date: May 31, 2007

3. HR Modules (20%)
   a. Implement Academy ^{TM} HR Modules
      i. New Hire Package
      ii. Tuition Reimbursement
      iii. Employee Information Change
   b. Target Completion Date: August 31, 2007