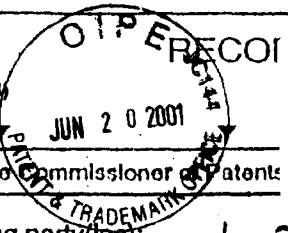


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Send original documents or copy thereof.

To the Honorable Commissioner of Patents:

101764300

1. Name of conveying party(ies):

6-20-01

ADVANCED BUSINESS SCIENCES INC.

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: DMATEK LTD.

Internal Address:

Street Address: 2 HABARZEL STREET

City: TEL AVIV State: ISRAEL ZIP:

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other LICENSE AGREEMENT

Execution Date: JUNE 8, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

6,100,806

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: JAMES D. WELCH

Internal Address:

Street Address: 10328 PINEHURST AVE.

City: OMAHA State: NE ZIP: 68124

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

06/27/2001 TDIAZ1 00000090 6100806

DO NOT USE THIS SPACE

01 FC:581

40.00 UP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

JAMES D. WELCH

Name of Person Signing

Signature

6/20/01 Date

Total number of pages including cover sheet, attachments, and document: 18

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

# COPY

## License Agreement

By and Between:

The licensor, Advanced Business Sciences, Inc., a company incorporated in the state of Delaware, having its principal place of business at 3345 N. 107<sup>th</sup> Street, Omaha, Nebraska, U.S.A.;

Hereinafter referred to as "LICENSOR".

--on one side--

and

The licensee, DMATEK Ltd., a company organized and existing under the laws of the State of Israel, having its principal place of business at 2 Habarzel Street, Tel Aviv ISRAEL;

Hereinafter referred to as "Licensee".

--on the other side--

### RECITALS

*Whereas:*

- (One) LICENSOR owns certain patent rights as detailed hereunder and desires to grant Licensee a non-exclusive worldwide license for the limited purpose of People Tracking, pursuant to the terms, conditions, and limitations contained herein.
- (Two) The Licensee is a company engaged inter alia in the development and implementation of People Tracking systems.
- (Three) The Licensee desires to obtain a non exclusive worldwide license for the limited purpose of People Tracking, pursuant to the terms, conditions and limitations hereinafter set forth for the manufacture, use and sale in accordance with the patent rights identified in Exhibit A to this License Agreement.

1. Definitions

- 1.1 Territory – This License confers rights in accordance with the terms and conditions herein worldwide.
- 1.2 Technology The patent rights as defined in Exhibit A relating to People Tracking.
- 1.3 Licensed Patents – shall mean the patents now or later issued from the patents and patent applications listed in Exhibit A and continuations, continuations-in-part, reissues and reexaminations thereof relating to People Tracking.
- 1.4 Licensed Product – all hardware, software and other products based on the Licensed Patents specifically limited to People Tracking applications.
- 1.5 Affiliates – shall mean a company that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a specified company, including but not limited to daughter companies of the Licensee.
- 1.6 People Tracking – shall mean any application that combines hardware, software, and processes for the primary purpose of determining the location of a person via a Global Positioning System and communicating that to a monitoring function.
- 1.7 Net Sale Value - shall mean the total of the arm's length selling prices by Licensee of Licensed Products paid to Licensee by the first purchaser of the Licensed Products (i.e., either a distributor, a dealer, a customer or a user of Licensed Product), reduced by added value taxes and customs duties separately stated. If Licensed Products are used or transferred by any means other than by sale by Licensee, or sold by Licensee, not on an arm's length basis, the selling prices used in calculating Net Sale Value shall be the average arm's length selling prices during the past six (6) months for the same or similar Licensed Products sold by Licensee to third party customers.
- 1.8 Sales Returns – A Licensed Product for which a customer received a credit or refund for returned, lost or damaged products.
- 1.9 Acquired Party - shall mean LICENSOR following a Change in Ownership.
- 1.10 Acquiring Party - shall mean the people or corporation(s), if any, in Control of the Acquired Party following a Change in Ownership
- 1.11 Voting Securities -shall mean all securities of a person or corporation entitled to vote generally in the election of directors.

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- 1.12 Total Voting Power - shall mean the total number of votes that may be cast in the election of directors at a meeting of the shareholders of a corporation if all Voting Securities are present and voted to the fullest extent possible at such meeting.
- 1.13 Change in Ownership - shall mean the occurrence of any one of the following:
- 1.13.1 Any person or corporation is or shall have the right to become the beneficial owner, directly or indirectly, of Voting Securities of such party representing 50% or more of the Total Voting Power of such party's Voting Securities.
- 1.13.2 The shareholders of a party approving a merger or consolidation of such party with any other corporation, other than a merger or consolidation that would result in the Voting Securities of such party outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving corporation) 50% or more of the Total Voting Power represented by the Voting Securities of such party or such surviving corporation outstanding immediately after such merger or consolidation.
- 1.13.3 The shareholders of a party approving a plan of dissolution or liquidation of such party or an agreement for the sale or disposition by such party of all or substantially all of such party's assets in one or a series of transactions.
- 1.14 Control, including the terms controlling, controlled by and under common control with - shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of Voting Securities, by contract, or otherwise. A person's beneficial ownership of twenty (20%) or more of a corporation's outstanding Voting Securities shall create a rebuttable presumption that such person has control of such corporation.

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## Grant

2. Subject to the fulfillment of all the conditions set forth herein below, LICENSOR hereby grants to Licensee and its Affiliates a non exclusive, non-assignable and non-transferable worldwide license under the Licensed Patents to design, manufacture, use, sell, distribute, import, export, offer for sale and otherwise dispose of Licensed Products.

## Closing of this Agreement

3. Subject to Licensee's satisfactory completion of its due diligence review of the Licensed Patents and other intellectual property related thereto, the grant of the license per Section 2 shall be executed at a closing (the "Closing") to be held at the offices of Erickson & Sederstrom, Regency Westpointe, 10330 Regency Parkway Drive, Omaha, Nebraska, or by facsimile without requiring the physical presence of the parties, at 5:00 P.M. on April 2, 2001., (the "Closing Date"). The Licensee shall have the right to extend the Closing Date for a period not to exceed forty-five (45) days, if such extension is necessary to complete its satisfactory due diligence review of the Licensed Patents and other intellectual property related thereto. Payment at the Closing shall be by wire transfer payable in immediately available funds. At the Closing, the following actions will take place, all of which shall be deemed to have occurred simultaneously:

- 3.1. LICENSOR shall deliver to Licensee:

Proof, reasonably satisfactory to Licensee's counsel, evidencing that this Agreement was duly recorded with the U.S. Patent Office in relation to the patents and patent applications listed in Exhibit A and with the competent authorities, including any patent and trademark office and international authorities such as the PCT, according to applicable national law so that this Agreement is duly recorded.

Proof, reasonably satisfactory to Licensee's counsel, evidencing that U.S. Bank has consented to the terms of this Agreement.

- 3.2. Licensee shall deliver to LICENSOR:

The sum of \$200,000 U.S.D. which payment is non-refundable, and exclusive of royalties paid.

## Royalties to LICENSOR

4. In consideration of the aforesaid License grant and as condition of its continuation in force, license royalties shall be paid by Licensee to LICENSOR throughout the term of this agreement at the rate of 2 ½% (Two and One half percent) of the Net Sale Value of all Licensed Products sold by the Licensee in such countries, states, or territories where the Licensed Patents

have been issued. In the event that Licensed Product is not sold directly, but used by the Licensee, or any current or future divisions or subsidiaries or joint ventures associated with the Licensee, in a recurring revenue or leased manner, the royalties shall apply to the revenue for the payment period as defined in 6.

5. Licensed Product shall be considered as sold when such Licensed Product is billed out. In case of Sales Returns the Licensee shall be entitled to a credit against royalties accruing under this License Agreement equal to the royalty paid by the Licensee on that part of the sales price so credited or refunded.
6. The payments under section 4 to this License Agreement shall be paid twice a year, two months following both June 30 and December 31 of each year, in respect of the preceding six months calendar period. Licensee will provide at the time of payment to LICENSOR a royalty report in suitable form prepared by the Chief Financial Officer of Licensee, which shall separately describe for each country, state or territory where Licensed Products are sold, the Net Sale Value of Licensed Products, the quantity of Licensed Products sold, Sales Returns, royalty amount, credits against royalties, tax withheld and royalty remitted. Licensee shall, within sixty (60) days after the end of each calendar year, also furnish to LICENSOR a royalty compliance report certified by an outside Certified Public Accountant, for the period of the preceding year.
7. All royalties to be paid pursuant to this License Agreement herein shall be payable by Licensee to LICENSOR in United State Dollars. Royalty calculation shall be made from the Net Sale Value. Conversion shall be made to U.S. Dollars at the applicable rate of exchange quoted by the Wall Street Journal / as quoted by the head office of Citibank N.A., New York, USA as of the day when payment is due as set forth in Section 6 or the first business day thereafter if such day is a non-business day.
8. LICENSOR may accept a late payment provided such payment includes all overdue royalties plus interest. The interest on any overdue royalty shall be calculated commencing on the date such royalty became due at the rate of fifteen percent (15%) per year on the unpaid balance payable from the due date until fully paid. The foregoing payment of interest shall not affect LICENSOR's right to terminate this Agreement in accordance with Section 14 below.
9. With respect to the royalty set forth in Section 4 above, Licensee shall keep full, clear and accurate records and accounts for Licensed Products subject to royalty for a period of three (3) years. LICENSOR shall have the right to appoint one of the Big Five (5) auditing firms to audit, not more than once in each calendar year and during normal business hours, all such records and accounts to the extent necessary to verify that no underpayment has been made by Licensee hereunder. Said audit shall be subject to the following pre-conditions: (i) LICENSOR shall provide Licensee a commercially reasonable written notice prior to an intended audit and Licensee shall confirm in writing to LICENSOR the date of actual audit and (ii) the auditor shall sign a nondisclosure agreement with Licensee, in which it undertakes to maintain the

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confidentiality of any information disclosed to it for the purpose of its audit, and not to disclose such information to any third party, including, without limitation, the Licensor, except for providing the Licensor with the conclusions of the audit. Such audit shall be conducted at LICENSOR's own expense, provided that if any discrepancy or error exceeding five percent (5%) of the money actually due is found through the audit, the cost of the audit shall be born by Licensee.

#### **Enforcement of the Licensed Patent**

10. If either party has knowledge that any Licensed Patent is being infringed, either directly or contributory by a third party, the party possessing such knowledge shall promptly notify the other party in writing of such infringement.
11. LICENSOR shall not have any obligation hereunder to institute any action or suit against third parties for infringement of any Licensed Patents, or to defend any action or suit brought by a third party which challenges or concerns the validity of the Licensed Patents. If LICENSOR chooses to institute or defend any suit or action under this Section 11, it shall do so in its own name and at its own expense and shall have complete control of the action. Licensee shall at LICENSOR's expense, reasonably cooperate with LICENSOR to the extent necessary to initiate and maintain such suit or action and any judgment, settlement, or other monetary award recovered through such suit or action shall be the sole property of LICENSOR.

Licensee shall have the right, in LICENSOR's name (if required by law or required to obtain remedies to cease the infringement, otherwise, in Licensee's name) but at Licensee's sole expense, to secure the cessation of any infringement or misappropriation or to enter suit against an infringing party and may defend any action or suit brought by a third party concerning the validity of the Licensed Patents which specifically relates to the Licensed Product. Licensee shall, thirty (30) days prior to taking any action under this section 11, notify LICENSOR, in writing, of its intent to take such action.

Upon receiving notice of Licensee's intent to take action under this Section 11, LICENSOR may, at its option, participate in such action or suit and if it so chooses to participate, any judgment, settlement, or other monetary award shall be shared between the parties in proportion to each parties' out of pocket contribution to such action. The proportion of contribution from the LICENSOR to such defense shall be solely at the discretion of the LICENSOR, and may be made up to 60 days after Licensee has filed suit. If the LICENSOR does not participate in such action or suit, LICENSOR shall at Licensee's expense, reasonably cooperate with Licensee to the extent necessary to initiate and maintain such action by providing necessary and relevant documents, witnesses, and testimony and LICENSOR shall be entitled to receive 5% of any judgment, settlement, or other monetary award. Licensee undertakes that it will not enter into settlement regarding such lawsuit if the terms of a proposed settlement in such action or suit have not been approved by the LICENSOR.

LICENSOR represents and warrants that it has filed a lawsuit alleging patent infringement against Pro Tech Monitoring Inc. of Florida, USA (hereafter: "the Lawsuit") and shall take reasonable steps to provide Licensee with reasonable updates regarding the Lawsuit and/or any settlement thereof. LICENSOR undertakes that it will not enter into a settlement regarding the Lawsuit if the terms of such settlement would invalidate and/or diminish Licensee's rights in accordance with this Agreement unless the Licensee has approved the terms of the proposed settlement in the Lawsuit.

#### Duration and Termination

12. This Agreement shall remain in full force and effect until the last day of the Licensed Patents or if the Licensed Patents become invalid by any reason whatsoever. The notice requirements contained in Section 13 below shall apply to this Section.
13. Either party may terminate this Agreement if the other party shall commit or allow to be committed a breach of any of the terms and conditions of this Agreement, other than payment of royalties, and shall fail to cure such breach within sixty (60) days of receipt of a written notice from the non-breaching party. Failure by the Licensee to make timely payment to LICENSOR in accordance with Section 4 herein shall be regarded as a material breach at which occasion LICENSOR may terminate this Agreement after 30 days notice to cure the breach has been given and such breach is not cured by Licensee.

#### Bankruptcy

14. In the event of the filing of a proceeding in bankruptcy by either the LICENSOR or Licensee, the rights of the respective parties shall be governed by the provisions of the United States Bankruptcy Code including, but not limited to, Bankruptcy Code § 365(n) (11 U.S.C. 365(n)). The parties acknowledge and agree that this Agreement is an executory contract governed by 11 U.S.C. 365(c) in the event of a bankruptcy case with regard to either party. As such, this Agreement is not subject to assumption or assignment in the event of bankruptcy without the consent of the non-debtor party.
15. In the event of the termination of this agreement for any of the foregoing reasons and in accordance with the procedures and mechanisms set herein in this Agreement, the following shall apply:
  - 15.1 Upon termination of this License Agreement the Licensee shall have the right to sell off all its existing inventory of Licensed Products.
  - 15.2 Licensee and Affiliates shall cease all the manufacture of Licensed Products.



- 15.3 The License granted pursuant to this Agreement shall automatically terminate when Licensee receives or is deemed to have received such termination notice hereunder.
- 15.4 Licensee shall pay the amount of the royalties which have accrued on or before the date of termination within thirty (30) days thereafter.
- 15.5 Each party may seek any remedy available at law or in equity as a result of such breach.

**Further registration of Licensed Patents**

- 16.1 Licensee represents and warrants that it shall, prior to selling Licensed Products in any country, state, and/or territory where a patent application has not been filed regarding the Licensed Patent, provide thirty (30) days written notice to LICENSOR of Licensee's introduction of Licensed Products in such country, state, and or territory.
- 16.2 After receiving such notification, LICENSOR may at its sole option (i) at LICENSOR sole expense, take reasonable action to file and prosecute a patent application in such country, state, and/or territory indicated in the notice; or (ii) take no action.
- 16.3 If LICENSOR takes no action LICENSOR will allow Licensee, at Licensee's sole expense, to take reasonable action to file and prosecute a patent application in such country, state, and/or territory and provide Licensee appropriate powers of attorney and other documents necessary to ensure that Licensee, can file a patent application in the country, state, and/or territory indicated in the notice. Licensee, at its sole option, may proceed with filing and prosecuting a patent application in such territory.
- 16.4 If LICENSOR proceeds under option (i) of section 16.1 Licensee shall pay royalties pursuant to Section 4 of this Agreement from the date when such patents issue.
- 16.5 If Licensee proceeds to file and prosecute a patent in accordance with this section Licensee shall pay royalties pursuant to Section 4 of this Agreement from the date when such patents issue, and the costs incurred by Licensee to file and prosecute such patent shall be credited against the royalties due to LICENSOR in the country or territory where the patent is filed and prosecuted.
- 16.6 If Licensee fails to provide LICENSOR notice pursuant to this Section, and proceeds to sell Licensed Products in any country, state, and/or territory where a patent application has not been filed regarding the Licensed Patents as a result of the failure of Licensee to make such notice, Licensee shall pay

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royalties to LICENSOR pursuant to Section 4 of this Agreement for sales made in such territory as of the date such notice was due.

### Assignment of Agreement

17. In the event of a Change in Ownership in LICENSOR, the rights and obligations of LICENSEE shall continue in full force and effect, and the Acquired Party shall have the right to assign this agreement to the Acquiring Party, as long as the Acquiring Party shall agree in writing to be fully bound by all the terms and conditions of this Agreement. Licensee shall have the right to assign in full or in part its rights and obligations under this Agreement, as long as the assignee shall assume the Licensee's obligations hereunder.
18. Except as expressly set forth in Section 17 above, neither this Agreement nor the rights granted and obligations undertaken pursuant to this Agreement may be assigned, sold, or otherwise transferred, in whole or in part.

### Hold Harmless

19. LICENSOR shall hold Licensee and its Affiliates harmless and for the duration of this Agreement shall not assert, directly or indirectly, any cause of action, based in whole or in part, upon the purported infringement of the Licensed Patents by Licensee or its Affiliates with regard to Licensed Products.

### Representations and Warranties

20. LICENSOR represents and warrants that it has all the right, title and interest in and to the Licensed Patents purported to be licensed by it to the Licensee and all the power and authority duly required to grant a non-exclusive worldwide license in accordance with the terms of this Agreement subject to an existing security interest in the Licensed Patents held by U.S. Bank, N.A. Omaha, Nebraska, U.S.A.
21. LICENSOR represents and warrants it does not currently own itself or through its officers or affiliates patents and/or patent applications not listed in Exhibit A relating to People Tracking.
22. LICENSOR represents and warrants that it solely conceived, invented and developed the inventions described in the Licensed Patents and that such inventions are free from third party claims, including but not limited to patent, trademark or copyright infringement or other intellectual property rights or other rights of third parties or of LICENSOR except to the extent of the rights expressly licensed according to this Agreement.

### Notices

23. Any notice required or permitted to be sent under this Agreement shall be in writing, and may be delivered in person, by telex, telegram, telecopy, courier service or air mail registered post, addressed as follows, or to such other

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address as the receiving party may have provided notice to the other hereunder:

If to LICENSOR:

Advanced Business Sciences, Inc.  
3345 N. 107<sup>th</sup> Street  
Omaha, Nebraska, U.S.A.  
Attn:

If to Licensee

DMATEK Ltd.  
2 Habarzel Street  
Tel Aviv, Israel  
Attn: Mr. Yoav Reisman

Notice by letter delivered by hand, telex, telegram, telecopy, or courier service shall be deemed to have been received on the following business day. Notice by air mail registered post shall be deemed to have been received ten days following the date of posting. Notice to Licensee shall be deemed notice to its Affiliates.

**No Agency**

24. This License Agreement does not constitute an agency, joint venture or partnership relation between the parties hereto. Nothing herein contained shall be deemed to create an agency, joint venture or partnership relation between the parties hereto.

**Force Majeure**

25. The failure of any party hereunder to perform any obligation otherwise due as a result of governmental action, laws, orders, regulations, directions or requests, or as a result of events, such as war, acts of public enemies, strikes or other labor disturbances, fires, floods, acts of God, or any causes like or different kind beyond the control of the parties is excused for so long as said cause exists to the extent such failure is caused by such law, order, regulation, direction, request, or other event.

**Miscellaneous**

26. **Severability.** If any section of this Agreement is found by component authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the parties. If the intent of the parties cannot be preserved, this Agreement shall be terminated or renegotiated.
27. **Headings.** The headings of sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or construction or interpretation of this Agreement.
28. **Entire Agreement.** This Agreement and the Exhibits Attached thereto embody the entire understanding between the parties with respect to the

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Licensed Patents, Licensed Products and Technology. It replaces any prior oral or written communications between them.

29. **Secrecy.** Both parties agree that the content of this Agreement will not be published or disclosed to any third party without the other party's written permission except as required by law or as may be required for reasonable auditing purposes or Security and Exchange Commission disclosure.
30. **Choice of Law and Jurisdiction.** This License Agreement shall be deemed to have been made and executed in the State of Delaware and any dispute arising hereunder shall be resolved in accordance with the laws of the State of Delaware. The parties agree that any claim asserted in any legal proceeding by one of the parties shall be commenced and maintained only in the competent courts of the State of Delaware. In the event that any provision of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect. This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreement.
31. **Non-Solicitation.** During the period commencing the date of execution of this Agreement and ending on the date one calendar year after the termination of this Agreement, the parties and its affiliates agree that they shall not directly or indirectly solicit or attempt to solicit for employment any person employed by the other party.
32. **Interpretation.** Both parties participated in the preparation of this Agreement and no provision of this Agreement is to be interpreted for or against a party because that party or its legal representative drafted the provision.
33. **Cumulation of Remedies.** All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed as election of such remedy to the exclusion of other remedies.
34. **Waiver.** The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon the strict adherence to that term or any other term of this Agreement. Notwithstanding the foregoing, no waiver of any breach of any provision of this Agreement shall constitute a waiver unless it is made in writing and signed by the parties. Any such waiver by either party of a breach of any provision shall not operate as or be construed to be a waiver of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names and by their respective authorized officers duly empowered to sign and bind their corporation.

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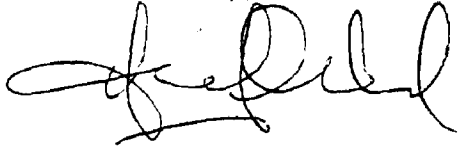
Advanced Business Sciences, Inc.

By: /s/

Name: John Gackel

Title: President

Date: 3/8/2001



DMATEK Ltd.

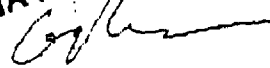
By: /s/

Name: GUY GREITSER

Title: VP MARKETING

Date: 3/8/2001

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Exhibit A  
Patent Rights

All rights relating to U.S. Patent Nos.:

US Patent 6,100,806

US Patent 6,072,396

All rights relating to the following U.S. Patent Applications.

US Patent Application filed October 18, 2000 (gimbaled antenna system)

9/690,553

US Provisional Patent Application No. 60/244,306 filed October 31, 2000  
(Lock Dock)

All rights relating to PCT Patent Application No.:

PCT/US00/04705

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Addendum No. 4 to License Agreement

Advanced Business Sciences, Inc. ("Licensor") and DMATEK Ltd. ("Licensee"), the undersigned hereto, being parties to that certain License Agreement between them dated March 8, 2001 (the "Agreement"), as amended, desire to further amend and modify the Agreement to extend the Closing Date thereof by four weeks in addition to the 45 day extension period of which Licensee has previously notified Licensor.

Therefore, notwithstanding any terms to the contrary contained in the Agreement, Licensor and Licensee agree to extend the Closing Date of the Agreement to 5:00 p.m. on June 13, 2001.

IN WITNESS WHEREOF, the parties have caused this Addendum to the Agreement to be executed in their respective corporate names and by their respective authorized officers duly empowered to sign and bind their corporation.

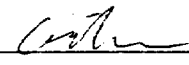
LICENSOR:

LICENSEE:

Advanced Business Sciences, Inc.

DMATEK Ltd.

By: 

By: 

Name: James E. Stark  
Title: Vice President + CFO  
Date: 6/8/01

Name: GUY GREITSER  
Title: VICE PRESIDENT  
Date: 6/8/01

COPY

Addendum No. 3 to License Agreement

Advanced Business Sciences, Inc. ("Licensor") and DMATEK Ltd. ("Licensee"), the undersigned hereto, being parties to that certain License Agreement between them dated March 8, 2001 (the "Agreement"), as amended, desire to further amend and modify the Agreement to extend the Closing Date thereof by two weeks in addition to the 45 day extension period of which Licensee has previously notified Licensor.

Therefore, notwithstanding any terms to the contrary contained in the Agreement, Licensor and Licensee agree to extend the Closing Date of the Agreement to 5:00 p.m. on June 8, 2001.

IN WITNESS WHEREOF, the parties have caused this Addendum to the Agreement to be executed in their respective corporate names and by their respective authorized officers duly empowered to sign and bind their corporation.

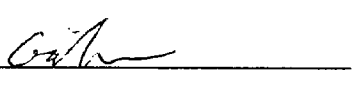
LICENSOR:

LICENSEE:

Advanced Business Sciences, Inc.

DMATEK Ltd.

By: 

By: 

Name: James E. Stark

Name: GUY GREITSER

Title: Vice President & CFO

Title: VICE PRESIDENT

Date: 5/29/01

Date: 5/29/01



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## Addendum No. 2 to License Agreement

Advanced Business Sciences, Inc. ("Licensor") and DMATEK Ltd. ("Licensee"), the undersigned hereto, being parties to that certain License Agreement between them dated March 8, 2001 (the "Agreement"), as amended, desire to further amend and modify the Agreement to extend the Closing Date thereof by two weeks in addition to the 45 day extension period of which Licensee has previously notified Licensor.

Therefore, notwithstanding any terms to the contrary contained in the Agreement, Licensor and Licensee agree to extend the Closing Date of the Agreement to 5:00 p.m. on May 31, 2001.


IN WITNESS WHEREOF, the parties have caused this Addendum to the Agreement to be executed in their respective corporate names and by their respective authorized officers duly empowered to sign and bind their corporation.

LICENSOR:

LICENSEE:

Advanced Business Sciences, Inc.

DMATEK Ltd.

By: 

By: 

Name: JAMES F. STACK

Name: GUY GREITSER

Title: Vice Pres + CFO

Title: VICE PRESIDENT

Date: 5/15/01

Date: 5/16/01

# COPY

## Addendum to License Agreement

Advanced Business Sciences, Inc. ("Licensor") and DMATEK Ltd. ("Licensee"), the undersigned hereto, being parties to that certain License Agreement between them dated March 8, 2001 (the "Agreement") desire to amend and modify the Agreement prior to the Closing thereof (as such term is defined in the Agreement) to describe a change in the consideration to be paid by Licensee to Licensor, as described below.

Therefore, notwithstanding any terms to the contrary contained in the Agreement, Licensor and Licensee agree as follows:

1. Paragraph 3.2 of the Agreement shall be deleted and replaced with the following:

"Within ten (10) days of the Closing Date of the Agreement, Licensee shall establish a customer account (the "ABS Account") on the books of Licensee in the name of and for the benefit of Licensor and credited by Licensee in the amount of Two Hundred Thousand Dollars (US \$200,000). Licensor may, at any time during the period commencing on the Closing Date and ending on May 8, 2002 (the "Exercise Period"), order from Licensee up to five hundred thirty three (533) units of the transmitter bracelet portion of the EMS2000I House Arrest product manufactured by Elmo Tech Ltd., Israel (the "Transmitter"). Any such order may be for a minimum of 150 Transmitters, but the aggregate quantities of all such orders shall not exceed 533 units. Upon receipt of any such order, Licensee shall deliver the ordered Transmitters to Licensor's designated delivery address within 45 calendar days, CIF. Omaha, Nebraska. For each Transmitter so shipped, Licensee shall debit the ABS Account in the amount of Three Hundred Seventy Five Dollars (US \$375). Upon termination of the Exercise Period, Licensee shall, within five (5) calendar days pay the balance of the ABS Account to Licensor via certified check issued by a U.S. bank. Notwithstanding anything to the contrary, Licensee may notify Licensor, at any time, that it is relinquishing its rights under the License. Upon receipt of such notice by Licensor, the License shall terminate, and Licensor's rights in the balance of the ABS Account shall be null and void.

Licensee and Licensor hereby agree to work together to attempt to integrate Transmitters with Licensor's Personal Tracking Units ("PTUs"). This includes providing Licensor with a PIC 12C671 programmed with the necessary decoding language to receive a transmission from the each of the said Transmitters supplied by Elmo Tech."

IN WITNESS WHEREOF, the parties have caused this Addendum to the Agreement to be executed in their respective corporate names and by their respective authorized officers duly empowered to sign and bind their corporation.

LICENSOR:

Advanced Business Sciences, Inc.

By: 

Name: JAMES E. STARK

Title: Vice President + CFO

Date: 6/13/01

LICENSEE:

DMATEK Ltd.

By: 

Name: GUY GREITSER

Title: VICE PRESIDENT

Date: 6/13/01