

EXHIBIT 2

DESIGN SERVICE AND INTELLECTUAL PROPERTY LICENSE AGREEMENT

This Design Service and Intellectual Property License Agreement (this "Agreement") is made and entered into as of this 19 day of April, 2012, by and among Priva Technologies, Inc., a Delaware corporation ("Licensor" or "Priva"), and Cyber Solutions International, LLC, a South Carolina limited liability company ("Licensee" or "CSI"). Licensor and Licensee are hereinafter sometimes referred to collectively as "Parties"; and each a "Party".

RECITALS

Licensor is developing and has developed certain technology related to the security of computers and computer systems and known as the Secured Key Storage Integrated Circuit ("SKSIC");

SKSIC is subject to certain liens and security interests which continue notwithstanding Licensor's entry into this License Agreement.

On December 22, 2011, Licensor filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Western District of Michigan (the "Bankruptcy Court"), case no. 11-12574-jrh (the "Bankruptcy Case");

Licensee desires to obtain, and Licensor desires to grant to Licensee, certain rights in SKSIC as defined more fully below; and

Licensee desires to receive, and Licensor desires to provide to Licensee, certain professional engineering, design and customization services with respect to the SKSIC intellectual property licensed to Licensee as set forth herein.

NOW THEREFORE, for good and sufficient consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Article 1.
DEFINITIONS.

- 1.1. "Effective Date" shall mean the date upon which the Bankruptcy Court enters an order confirming Licensor's Plan of Reorganization.
- 1.2. "Field" shall mean all fields of use.
- 1.3. "Government Sales" shall mean sales of Products or Systems whose ultimate use will be by any federal, state or local government agency or department, foreign or domestic, including tribal entities, whether or not such sales are direct or to a third party who intends to resell the Products or Systems to a federal, state, or local government agency or department.
- 1.4. "Gross Sales" shall mean any and all forms of monetary consideration received by Licensee or any of its affiliates from the sales of Licensed Products.

- 1.5. "Intellectual Property" shall mean all rights, title, and interests in and to all proprietary rights of every kind and nature however denominated, arising or enforceable under the laws of the United States of American or any other country, jurisdiction or treaty regime throughout the world, including: patents, copyrights, mask work rights, trade secrets.
- 1.6. "Know-How" shall mean all unpatented discoveries, inventions, improvements, proprietary information, trade secrets, drawings, plans, designs, software programs, hardware designs, mask works, laboratory notebooks or specifications developed by Licensor pertaining to the SKSIC.
- 1.7. "Licensed Technology" shall mean all Intellectual Property and Know-How (i) owned by Licensor; and (ii) incorporated in or specifically relating to the SKSIC delivered to Licensee hereunder. Any updates, modifications or improvements to the Licensed Technology developed by Licensor after the Effective Date and not paid for by Licensee under the Design Services in Article 6 will be deemed part of the Licensed Technology and Licensor will provide such updates, modifications or improvements to Licensee as soon as commercially practicable.
- 1.8. "Net Sales" shall mean Gross Sales less the following insofar as they pertain to the disposition of Licensed Products by Licensee and are included in Gross Sales: (1) customary trade, quantity or cash discounts and non-affiliated brokers' or agents' commissions actually allowed and taken; (2) import, export, excise and sales taxes, custom duties and shipping costs, to the extent separately stated on the purchase order, invoice, or other document of sale; and (3) credits for returns and demonstration units.
- 1.9. "Products" shall mean products or manufacturing techniques that are encompassed by the Licensed Technology.
- 1.10. "Sublicensing Revenues" shall mean all monetary amounts received by Licensee with respect to the sale of Licensed Products by a sublicensee.
- 1.11. "Systems" shall mean integrated computer software and/or programs designed for the purpose of prohibiting unauthorized access or entry into the information processed or stored within the computer and based on Licensed Technology. For clarity, Systems do not include the costs or expenses associated with research or development work completed or paid for by Licensee.
- 1.12. Unless otherwise indicated, the words "include" and "including" and words of similar import when used in this Agreement shall not be limiting but shall rather be deemed to be followed by the words "without limitation."

Article 2.
LICENSE GRANT.

- 2.1. Subject to the terms and conditions hereunder, Licensor hereby grants to Licensee, as of the Effective Date, a worldwide, perpetual, royalty-bearing, exclusive license to the Licensed Technology to develop, make, have made, manufacture, use, import, export, offer to sell and sell Products and Systems incorporating the Licensed Technology within

the Field (the "License").

- 2.2. Licensee shall have the right to sublicense the Licensed Technology to Licensee's customers, resellers and end-user customers in connection with the use, sale and/or distribution of Products, subject to such parties' execution of a sublicensing agreement in form and substance reasonably acceptable to Licensor; approval of which shall not unreasonably be withheld.
- 2.3. Licensee shall have the right to pursue improvements to the Licensed Technology. Licensee shall own and have exclusive title to improvements.

Article 3.
TERM.

- 3.1. The term of this License Agreement shall be perpetual unless terminated by either Party pursuant to this Article 3.
- 3.2. Each Party shall each have the right to terminate this Agreement if: (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days (or such longer period as the non-breaching Party may agree to in writing, in its sole discretion) after receipt of written notice from the non-breaching Party; or (ii) if the other Party becomes the subject of a voluntary or involuntary petition in bankruptcy or any voluntary or involuntary proceeding relating to insolvency, receivership, liquidation, composition, or comparable proceeding or any assignment for the benefit of creditors (other than the Bankruptcy Case) and if such petition or proceeding is not dismissed within ninety (90) days of filing.
- 3.3. In the event of a material breach of this Agreement by Licensor or the Licensor becomes the subject of a voluntary or involuntary petition in bankruptcy or any voluntary or involuntary proceeding relating to insolvency, receivership, liquidation, composition, or comparable proceeding or any assignment for the benefit of creditors (other than the Bankruptcy Case) and if such petition or proceeding is not dismissed within ninety (90) days of filing and Licensee has exercised its option under Article 5 and Licensee does not exercise its right to terminate this Agreement, Licensee shall be provided immediate access to tangible Know How and Intellectual Property held in escrow. Licensee's obligations to Licensor shall remain in force.
- 3.4. Unless otherwise set forth herein, upon the termination of this Agreement, each Party shall immediately cease using and promptly return and purge its files of all material and any Confidential Information received from the other party in connection with this Agreement. Upon termination, the License granted under Section 2.1 shall immediately cease.

Article 4.
ESCROW

- 4.1. At Licensee's sole option, within a reasonable time and at Licensee's sole cost and expense, Licensor and Licensee shall enter into a technology escrow agreement with a reputable third party escrow service and in a form acceptable to Licensor. In such event,

Licensor shall deposit all tangible Know How and Intellectual Property with the third party escrow service.

Article 5.
DESIGN SERVICES

- 5.1. During the term of this Agreement, Licensee agrees to consider Licensor as an exclusive service provider for all services, technological expertise and support relating to the Licensed Technology, including engineering, design, customization, and the like and as initially described in the attached Exhibit A (the "Services"). Licensee agrees that it will supply Licensor with Licensee's requirements for the Services with reasonable prior notice and in no event less than thirty (30) days. Licensee requirements shall be appended to this Agreement. The initial hourly rate shall be \$150 and Licensor reserves the right to revise its hourly fees once per calendar year, such fees to be reasonably within industry standards for such services.
- 5.2. Any updates, modifications or improvements to the Licensed Technology developed by Licensor and paid for by Licensee shall be the property of Licensee. Licensor agrees to assign and agrees to assign in the future (when any such updates, modifications, or improvements to the Licensed Technology are first reduced to practice or first fixed in a tangible medium, as applicable) to the Licensee all right, title and interest in and to any and all updates, modifications, or improvements to the Licensed Technology (and all proprietary rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by Licensor, either alone or jointly with others, during the period of Design Services engagement with the Licensee.

Article 6.
PAYMENTS

- 6.1. Licensee shall pay to Licensor:
- 6.1.1 Technology transfer fees totalling US\$200,000 on the Effective Date.
 - 6.1.2 Prepaid Design Services fees of US\$200,000 reserving the capacity of Licensor's employees in connection with the provision of Services during the Term. These advance license payments will be paid monthly for two consecutive months at the rate of US\$100,000 beginning within 30 days of the Effective Date.
 - 6.1.3 A royalty of 2% of Net Sales for each unit of Product or System sold under this Agreement during the Term plus a royalty of 20% of any Sublicensing Revenues received by Licensee during the Term (collectively "Royalties"). Royalties shall accrue at the time when Licensee receives payment for sold Products or Systems or receives Sublicensing Revenues.
 - 6.1.4 No royalties shall be owed to Licensor for Licensed Products used for Licensee internal use, demonstration, and trade samples.

- 6.2. Except for the payments due under Section 7.1.1 and Section 7.1.2 above, payments of all amounts due to Licensor shall be made monthly, in arrears within thirty (30) days following the end of any month in which the payments have accrued. Each payment shall be accompanied by a statement as set forth in Section 8.1.
- 6.3. All payments to Licensor under this Agreement shall be made in U.S. dollars at Licensor's address for notice or such other address as Licensor may identify.
- 6.4. Licensee will bear all taxes, duties and other governmental charges relating to or arising from sales of Licensed Products under this Agreement and relating to Licensee sales of Products, including state or federal income taxes (except withholding taxes or any other taxes on Licensor's income), any stamp or documentary taxes or duties, turnover, sales or use taxes, value added taxes, excise taxes, customs or exchange control duties and any other charges relating to or on any Royalties payable by Licensee to Licensor. Licensee will obtain, at their own cost and expense, all licenses, reserve bank, commercial bank or other bank approvals, and any documentation necessary for the importation of materials and the transmission of Royalties and all other payments relevant to Licensee's performance under this Agreement. Licensor shall bear all taxes or other governmental charges relating to their income as a result of the Royalties paid hereunder.
- 6.5. Termination or expiration of this Agreement for any reason whatsoever shall not relieve Licensee of any accrued payment obligations hereunder.

Article 7.

ACCOUNT REPORTS

- 7.1. Each payment of Royalties shall be accompanied by a report for the applicable period setting forth the cumulative number of units of Products or Systems invoiced by Licensor or its sublicensees during the immediately preceding quarter, the Royalties payable on those sales, and the amount due to Licensor for such quarter, if any.
- 7.2. Licensee shall maintain appropriate books of account and records, including inventory and sales records, in accordance with generally accepted accounting principles. Such records shall be maintained for three (3) years following the end of the calendar year to which they pertain.
- 7.3. Upon thirty (30) days prior written notice to Licensee and during the normal business hours of Licensee, Licensor through an independent outside accountant may conduct an audit, but not more frequently than once per year, at Licensor's expense, of such records and accounts to verify the correctness of the reports given to Licensor with respect to the Royalties due pursuant to this Agreement. Such audit shall be for the sole purpose of verifying royalty reports and payments hereunder. The auditor shall not disclose to Licensor any information other than information relating to the accuracy of reports and payments made under this Agreement. Any errors identified during such audit shall be reflected as an adjustment (positive or negative, as the case may be) to the following period's payment of Royalties. In the event Licensee disagrees with the audit report and contests the result, both parties agree to submit the matter to binding arbitration for settlement.

**Article 8.
DILIGENCE**

- 8.1. During the Term, Licensee shall use its reasonable efforts to fully exploit the Licensed Technology to market, to promote and sell Products.

**Article 9.
NOTICES.**

- 9.1. All notices, notifications, consents, requests, demands and other communications to be provided to any Person pursuant to the terms hereof shall be in writing and shall be deemed to have been duly given or delivered upon the date of receipt if: (a) delivered personally; (b) telecopied or sent by email with transmission confirmed in the same manner; (c) mailed by registered or certified mail return receipt requested; or (d) delivered by a recognized commercial courier to the Person as follows (or to such other address as any Person shall have last designated by fifteen (15) days written notice to the other Persons):

If to Licensor:

Priva Technologies, Inc.
1601 S. De Anza, Suite 250
Cupertino, CA 95014
Attention: William Sibert
Fax no.: (208) 330-3470
E-mail: bsibert@priva-tech.com

If to Licensee

Cyber Solutions International, LLC
78 Alexander St. Suite D
Charleston, SC 29403
Attention: Jim Yanney, M.D.
Fax no.: (877) 570-0709
Email: JYanney@CyberSolutionsInternational.com

**Article 10.
PROSECUTION, ENFORCEMENT AND FURTHER ASSURANCES.**

- 10.1. At request of Licensee and at Licensee expense, Licensor shall prepare, file, prosecute, maintain, and otherwise administer intellectual property rights such as copyrights, trademarks, and patents for the Licensed Technology licensed by Licensor hereunder. Licensee and Licensor shall cooperate fully in the preparation, filing, prosecution and maintenance of intellectual property rights..
- 10.2. Licensee and Licensor agree to notify each other within thirty (30) days of each infringement or possible infringement of the Licensed Technology of which either party

becomes aware. The Parties shall cooperate fully in the prosecution of infringement.

- 10.3. In the event that a third party initiates an infringement action against either Party alleging that the Licensed Technology infringes the rights of such third party, or is invalid, the Parties shall promptly notify each other and confer in good faith on defense strategy.

Article 11.

REPRESENTATIONS AND WARRANTIES

- 11.1. Each party represents that it has the right to enter into this Agreement, that there are no outstanding assignments, grants, licenses, encumbrances, obligations or agreements, either written, oral or implied, inconsistent with this Agreement.

Article 12.

LIABILITY AND INDEMNITY

- 12.1. EXCEPT AS OTHERWISE INDICATED, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES, LOSSES, INJURIES OR EXPENSES, INCLUDING FORESEEABLE AND UNFORESEEABLE DAMAGES, RESULTING FROM OR ARISING OUT OF THE SALE, APPLICATION, OR ANY OTHER USE OF THE LICENSED TECHNOLOGY. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY TO THE OTHER PARTY EXCEPT AS SPECIFICALLY SET FORTH HEREIN.
- 12.2. Licensee agrees to defend, indemnify and hold harmless Licensor from and against all claims, suits, liabilities, damages, costs, fees (including attorney's fees), expenses or losses arising out of or resulting from any breach of Licensee's representations and warranties under this Agreement.
- 12.3. Licensor agrees to defend, indemnify and hold harmless Licensee from and against all claims, suits, liabilities, damages, costs, fees (including attorney's fees), expenses or losses arising out of or resulting from any breach of Licensor's representations and warranties under this Agreement.

Article 13.

CONFIDENTIALITY

- 13.1. Each Party shall keep confidential all nonpublic information shared or transferred in connection with this Agreement, including any technology, product development plans, product specifications, testing results, pricing, customer contacts, market research and personnel and employee matters. In the event that disclosure of such nonpublic information is required to any governmental authority or pursuant to any applicable law, the disclosing Party must provide prior written notice to the other Party prior to making any such disclosure to allow such Party to take action to defend such disclosure and the disclosing Party must take adequate steps, including request for confidentiality treatment and document redactions, to ensure the highest level of confidentiality possible under the circumstances.
- 13.2. The obligations of the parties set forth in this Article 14 shall survive the expiration or termination of this Agreement.

Article 14.
RELATIONSHIP BETWEEN THE PARTIES

- 14.1. Licensor and Licensee are and shall remain independent contractors and nothing in this Agreement shall create an agency, partnership or joint venture between Licensor and Licensee.

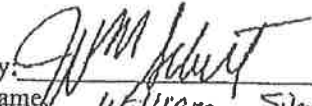
Article 15. GENERAL TERMS AND CONDITIONS.

- 15.1. Licensee may assign or otherwise transfer this License and its rights or obligations under this License to any subsidiary, affiliated or successor company or to any purchaser of a substantial part of the business to which this License relates. Licensee may sublicense or otherwise delegate, in whole or in part, this License and its rights or obligations to any such affiliate, successor or purchaser.
- 15.2. Should any provision of this Agreement be declared unenforceable for any reason or found contrary to any government or state statute, said provision will automatically cease to be a part of this Agreement without affecting any other provision or obligation thereof.
- 15.3. The waiver of any breach or non-enforcement of any provision of this Agreement shall not be construed to constitute a waiver of any other breach or provision hereof.
- 15.4. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 15.5. The section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the interpretation of any provision hereof.
- 15.6. Except as the parties may otherwise agree or as otherwise provided herein, each party shall bear their respective fees, costs and expenses in connection with this Agreement and the transactions contemplated hereby.
- 15.7. This Agreement and all questions arising in connection herewith shall be governed by and construed and the rights of the parties determined in accordance with the laws of the State of Delaware, without regard to any choice or conflicts of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In the event of dispute, both parties agree to submit the matter to binding arbitration for settlement.
- 15.8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Design Service and Intellectual Property License Agreement to be executed by their duly authorized representatives as of the date first above written.

PRIVA TECHNOLOGIES, INC.

By: 
Name: William Sibert
Title: President

CYBER SOLUTIONS INTERNATIONAL, LLC

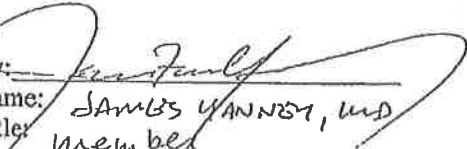
By: 
Name: JAMES YANNETTI, MD
Title: member

Exhibit A

Services

- Describe services that will be performed.
- Describe availability and hourly rates.