

Settlement Agreement

This Settlement Agreement is made and entered into the _____ day of October, 2009, by ASIS Tidewater Chapter 043 ("ASIS Tidewater") and ASIS International, Inc. ("ASIS International") (both collectively "ASIS"), and Alex Dourov ("Dourov") and Utkaduck Design ("Utkaduck") (both collectively "Claimants").

WHEREAS, ASIS Tidewater maintained a web site ("Web Site") containing structure, functionality and content allegedly developed and owned by Claimants; and

WHEREAS, ASIS Tidewater acknowledges that its web site contained materials that were not owned or created by ASIS Tidewater; and

WHEREAS, the parties are desirous of settling their differences in an amicable fashion.

NOW THEREFORE, in consideration of the promises contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby expressly acknowledged, the Parties hereby agree as follows:

1. ASIS Tidewater declares that it has removed all material from the Web Site that allegedly infringes upon Claimants' intellectual property rights. ASIS Tidewater agrees in the future not to use any of Claimants' intellectual property on the ASIS Tidewater Web Site without Claimants' express written permission.
2. ASIS Tidewater shall issue a written letter of apology to Dourov. Such written letter of apology shall be issued within thirty (30) days of the effective date of this Agreement. In the written letter of apology, ASIS Tidewater shall include language: (1) acknowledging that the Web Site contained material that ASIS Tidewater did not own or had permission to use; and (2) apologizing for the use of this material to the extent such material was owned by Mr. Dourov and/or Utkaduck. This letter will be signed by John Leo, ASIS Tidewater Chapter Chairman.
3. ASIS Tidewater shall relinquish, and ASIS International shall rescind, the 2008 Web Site of the Year Award awarded to ASIS Tidewater.
4. The parties agree that the content, terms and existence of this Agreement and the written letter of apology shall remain confidential and shall not be disclosed or otherwise disseminated to any third party. This obligation of confidentiality shall remain in full force and effect until September 30, 2011. Until that time, Claimants' may only disclose to third parties that it settled a claim of copyright infringement with an unnamed "large international organization" relating to Claimants' web site materials.
5. Claimants, in both their individual and joint capacities, forever release ASIS, its officers, directors, employees, members and agents from all claims, demands, liability, judgments and causes of action that may have arisen prior to the date of execution of this Agreement. Claimants understand and expressly agree that its release of liability under this

Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past, present, or future, arising from or attributable to any past actions or omissions of ASIS, its agents, contractors, representatives, employees, employers, officers, insurers, directors, attorneys, predecessors, successors, assigns, subsidiaries, parents and affiliates.

6. This Agreement sets forth the entire Agreement and understanding of the parties related to the subject matter contained herein and merges all prior discussions and agreements between them, and no party hereto shall be bound by any claimed agreement relating to the subject matter contained herein other than as expressly stated in this Agreement. This Agreement may not be amended, modified or otherwise changed except in a writing signed by each of the parties hereto.

7. The parties further acknowledge and agree that the terms of this Agreement are valid worldwide.

8. This Agreement, and each and every portion hereof, shall be binding on and inure to the benefit of the parties and their officers, directors, employees, agents, and assigns.

9. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which taken together shall constitute a signed instrument. This Agreement may be executed by facsimile transmission or other electronic means. Telecopied or scanned signatures sent in a document as an e-mail attachment shall be effective and binding.

In Witness Whereof, the parties have affixed their signatures, effective on the day and year first written above.

ASIS Tidewater Chapter 043

By: [Signature]
Name: John Leo
Title: Chairman 2009
Date: 10/8/09

Alex Dourov

By: _____
Name: Alex Dourov
Date: _____

ASIS International, Inc.

By: [Signature]
Name: James B. Evans
Title: Chief Financial Officer
Date: 10/8/09

Utkaduck Design

By: _____
Name: Alex Dourov
Title: Owner
Date: _____