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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-QSB

(Mark One)

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 For the quarterly period ended June 30, 2007

or

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE EXCHANGE ACT For the transition period from _________ to _________

DATAJUNGLE SOFTWARE INC.

(Exact Name of Small Business Registrant as Specified in its Charter)

NEVADA	**001-05996**	**91-0835748**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1 Hines Road, Suite 202, Ottawa, Ontario, Canada	**K2K 3C7**
(Address of principal executive offices)	(Zip Code)

(613) 254-7246
(Registrant's telephone number, including area code)

Check whether the issuer (1) has filed all documents and reports required to be filed by Sections 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filings for the past 90 days.
Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act: Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☑

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act.): Yes ☐ **No** ☑

APPLICABLE ONLY TO CORPORATE ISSUERS:

At August 8, 2007, 36,110,549 shares of the registrant's common stock were outstanding.

Transitional Small Business Disclosure format (check one): Yes ☐ **No** ☑

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PART 1 – FINANCIAL INFORMATION

ITEM 1. CONSOLIDATED CONDENSED FINANCIAL STATEMENTS

DATAJUNGLE SOFTWARE INC.

Three and six months ended June 30, 2007 and 2006

DATAJUNGLE SOFTWARE INC.

Consolidated Condensed Balance Sheets

June 30, 2007 and December 31, 2006
(In U.S. dollars)

	June 30, 2007	December 31, 2006
	(Unaudited)	
Assets		
Current assets:		
Cash and cash equivalents	$ 171,830	$ 23,157
Accounts receivable	109,343	105,131
Investment tax credits receivable	162,194	127,792
Contracts in process	725	-
Prepaid expenses (note 7(b)	196,551	237,185
	640,643	493,265
Deferred consulting services (note 7(b)	110,946	-
Property and equipment	2,604	4,550
	$ 754,193	$ 497,815
Liabilities and Stockholders' Deficiency		
Current liabilities:		
Accounts payable	296,040	237,463
Accrued liabilities	828,240	474,157
Promissory notes payable (note 4)	254,873	112,620
Promissory notes payable to a related party (note 5)	261,005	180,625
Deferred revenue	37,172	39,044
	1,677,330	1,043,909
Promissory notes payable (note 4)	37,544	-
Stockholders' deficiency:		
Common stock, $0.001 par value. Authorized 300,000,000; issued and outstanding 32,760,549 shares at June 30, 2007 and 30,730,549 shares at December 31, 2006 (note 7)	32,761	30,731
Common stock to be issued for services and other obligations; 1,550,000 shares at June 30, 2007 and 175,547 shares at December 31, 2006 (note 7(b))	212,278	29,050
Additional paid-in capital	7,571,848	6,683,592
Accumulated other comprehensive loss	(290,143)	(201,925)
Deficit	(8,487,425)	(7,087,542)
	(960,681)	(546,094)
Basis of presentation (note 2(a))		
Guarantees and commitments (note 10)		
Subsequent events (note 13)		
	$ 754,193	$ 497,815

See accompanying notes to unaudited interim period consolidated condensed financial statements.

DATAJUNGLE SOFTWARE INC.

Consolidated Condensed Statements of Operations

Three and six months ended June 30, 2007 and 2006
(In U.S. dollars)

	Three months ended June 30, 2007	Three months ended June 30, 2006	Six months ended June 30, 2007	Six months ended June 30, 2006
	(Unaudited)	(Unaudited) (restated - (note 14))	(Unaudited)	(Unaudited) (restated - (note 14))
Revenues:				
Products	$ 69,070	$ 21,975	$ 99,628	$ 40,518
Services	41,158	139,010	153,381	194,969
	110,228	160,985	253,009	235,487
Cost of revenues:				
Cost of products	977	2,030	977	7,990
Cost of services	13,624	27,881	37,859	57,490
	14,601	29,911	38,836	65,480
Gross profit	95,627	131,074	214,173	170,007
Expenses:				
General and administrative (note 7(b))	440,672	132,231	886,537	987,852
Research and development (note 8)	127,745	121,851	257,484	258,444
Sales and marketing	134,806	143,996	259,819	295,892
Depreciation of property and equipment	1,151	3,232	2,230	5,335
	704,374	401,310	1,406,070	1,547,523
	(608,747)	(270,236)	(1,191,897)	(1,377,516)
Other income (expenses):				
Interest income	-	-	3,395	-
Interest expense	(85,590)	(169,577)	(207,036)	(367,852)
Loss on extinguishment and modification of debt	-	(110,563)	-	(550,743)
Foreign exchange loss	(3,880)	(3,822)	(4,345)	(8,301)
	(89,470)	(283,962)	(207,986)	(926,896)
Net loss	(698,217)	(554,198)	(1,399,883)	(2,304,412)
Other comprehensive loss:				
Currency translation adjustment (note 3)	(78,556)	(12,828)	(88,218)	(14,324)
Comprehensive loss	$ (776,773)	$ (567,026)	$ (1,488,101)	$ (2,318,736)
Net loss per common share - basic and diluted (note 9)	$ (0.02)	$ (0.02)	$ (0.04)	$ (0.09)
Weighted-average number of common shares outstanding	33,040,108	26,569,879	32,499,996	24,901,451

See accompanying notes to unaudited interim period consolidated condensed financial statements.

DATAJUNGLE SOFTWARE INC.

Consolidated Condensed Statements of Cash Flows

Six months ended June 30, 2007 and 2006
(In U.S. dollars)

	Six months ended June 30, 2007	Six months ended June 30, 2006
	(Unaudited)	(Unaudited) (restated - (note 14))
Cash flows from operating activities:		
Net loss	$(1,399,883)	$(2,304,412)
Items not involving cash:		
Depreciation of property and equipment	2,230	5,335
Interest expense	207,036	367,431
Stock-based compensation	70,710	139,227
Consulting fees	471,444	717,483
Financing fees	63,625	18,811
Loss on extinguishment and modification of debt	-	550,743
Change in non-cash operating working capital	341,562	190,739
Net cash used in operating activities	(243,276)	(314,643)
Cash flows from investing activities:		
Purchase of property and equipment	-	(3,171)
Cash used in investing activities	-	(3,171)
Cash flows from financing activities:		
Proceeds from promissory notes payable	391,000	275,000
Repayments of promissory notes payable	-	(41,000)
Proceeds from promissory notes payable to a related party	58,708	18,398
Share issuance costs	-	(450)
Net cash provided by financing activities	449,708	251,948
Effects of exchange rates on cash and cash equivalents	(57,759)	(9,452)
Net decrease in cash and cash equivalents	148,673	(75,318)
Cash and cash equivalents, beginning of period	23,157	85,802
Cash and cash equivalents, end of period	$ 171,830	$ 10,484

Supplemental information to Consolidated Condensed Statements of Cash Flows:

For the six months ended June 30, 2007, the Company did not pay any interest (Six months ended June 30, 2006 - $625).

See accompanying notes to unaudited interim period consolidated condensed financial statements.

1. General:

DataJungle Software Inc. (the "Company") was incorporated in the State of Washington on June 5, 1968 as Quad Metals Corporation ("Quad"). Quad became a Nevada incorporated company on December 11, 2002 when it merged with its wholly-owned subsidiary. The Company was renamed to DataJungle Software Inc. on November 18, 2003. The Company develops and markets a web-based front-end dashboard software product for leading business intelligence platforms. The product allows an end-user to create highly visual and interactive dashboard views on top of their existing databases and data cubes without significant involvement from specialized software programmers.

2. Summary of significant accounting policies:

(a) Basis of presentation:

These consolidated condensed financial statements are prepared in accordance with generally accepted accounting principles in the United States of America and include the accounts of DataJungle Software Inc. and its wholly-owned subsidiary, DataJungle Ltd. All significant intercompany balances and transactions have been eliminated in consolidation. The accounting policies are consistent with the policies outlined in the Company's audited financial statements as at and for the year ended December 31, 2006.

The consolidated condensed financial statements included herein are unaudited but, in the opinion of management, include all adjustments (consisting only of normal recurring entries) necessary for fair presentation of the consolidated condensed financial position and results of operations of the Company for the periods presented. The consolidated results of operations for the six months ended June 30, 2007 are not necessarily representative of the operating results expected for the full fiscal year ending December 31, 2007. Moreover, these consolidated condensed financial statements do not purport to contain complete disclosure in conformity with generally accepted accounting principles used in the United States of America and should be read in conjunction with the Company's audited consolidated financial statements as at and for the year ended December 31, 2006.

The consolidated condensed financial statements have been prepared assuming that the Company will continue as a going concern. The Company has minimal revenues, negative working capital of $1,036,687 as at June 30, 2007 and has incurred a loss of $1,399,883 and negative cash flow from operations of $243,276 for the six months then ended. As of June 30, 2007, the Company has an accumulated deficit of $8,487,425 which results in a stockholders' deficiency of $960,681. In addition, the Company is in violation of the terms and conditions of four promissory notes, expects to continue to incur operating losses for the foreseeable future and has no lines of credit or other financing facilities in place. To date, the Company has been able to finance its operations on a month-to-month basis from investors who recognize the advancement of the Company's activities.

2. Summary of significant accounting policies (continued):

(a) Basis of presentation (continued):

All of the factors above raise substantial doubt about the Company's ability to continue as a going concern. Management's plans to address these issues include raising capital through the private placement of equity and renegotiating the repayment terms of accounts payable, accrued liabilities and promissory notes payable. The Company's ability to continue as a going concern is subject to management's ability to successfully implement the above plans. Failure to implement these plans could have a material adverse effect on the Company's financial position and or results of operations and may result in ceasing operations. The consolidated condensed financial statements do not include adjustments that would be required if the going concern assumption was not appropriate and consequently that the assets are not realized and the liabilities settled in the normal course of operations. Even if successful in obtaining financing in the near term, the Company cannot be certain that cash generated from its future operations will be sufficient to satisfy its liquidity requirements in the longer term and it may need to continue to raise capital by selling additional equity or by obtaining credit facilities.

The Company's future capital requirements will depend on many factors, including, but not limited to, the market acceptance of its products, the level of its promotional activities and advertising required to generate product sales. No assurance can be given that any such additional funding will be available or that, if available, it can be obtained on terms favorable to the Company.

(b) Foreign currency translation:

The consolidated condensed financial statements of the Company include the accounts of the Company in U.S. dollars and the accounts of its wholly-owned subsidiary, translated into U.S. dollars using Financial Accounting Standards Board Statement No. 52, "Foreign Currency Translation" for the translation of foreign currency operations. The financial statements of the Company's subsidiary are measured using the Canadian dollar as its functional currency. Assets and liabilities have been translated into U.S. dollars using the exchange rates in effect at the balance sheet date. Revenues and expenses have been translated into U.S. dollars using the average exchange rate for the period. Gains and losses have been reported as a separate component of accumulated other comprehensive loss.

(c) Revenue recognition:

For contracts requiring significant customization or services, the Company recognizes revenue using the completed contract method in accordance with the guidance in Statement of Position 81-1, "Accounting for Performance of Construction-Type and Certain Production-Type Contracts". Under the completed contract method, revenue is recognized in the period when all substantial obligations of the Company under the terms and conditions of a contract have been satisfied. Cash receipts received in advance of the recognition of revenue and rights to advance payments are recorded in the consolidated condensed balance sheet as deferred revenue. Direct costs associated with a contract that has not been recognized as revenue are capitalized in the consolidated condensed balance sheet as contracts in process. A provision for contract losses is recognized as soon as the losses become evident.

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2. Summary of significant accounting policies (continued):

(c) Revenue recognition (continued):

For sales of product licenses, the Company recognizes revenue in accordance with Statement of Position 97-2, “Software Revenue Recognition” (“SOP 97-2”), as amended by Statement of Position 98-9, “Software Revenue Recognition with Respect to Certain Transactions”, issued by the American Institute of Certified Public Accountants. Revenue from sale of product licenses is recognized when all of the following criteria are met: persuasive evidence of an arrangement exists, delivery has occurred, the fee is fixed or determinable and collectibility is probable.

Revenue from product support contracts is recognized ratably over the life of the contract. Revenue from services is recognized at the time such services are rendered.

For contracts with multiple elements such as product licenses, product support and services, the Company follows the residual method. Under this method, the total fair value of the undelivered elements of the contract, as indicated by vendor specific objective evidence, is deferred and subsequently recognized in accordance with the provisions of SOP 97-2. The difference between the total contract fee and the amount deferred for the undelivered elements is recognized as revenue related to the delivered elements. Vendor specific objective evidence for support and consulting services is obtained from contracts where these elements have been sold separately. Where the Company cannot determine the fair value of all the obligations, the revenue is deferred until such time as it can be determined or the element is delivered.

(d) Stock-based compensation:

Effective January 1, 2006, the Company adopted the provisions of Financial Accounting Standards Board Statement No. 123R “Share-Based Payment” (“SFAS 123R”) to account for its stock options. SFAS 123R requires all share-based payments, including stock options granted to employees by the Company, to be recognized in the Statement of Operations based on the fair value of the share-based payments at the date of grant. For purposes of estimating the grant date fair value of stock options, the Company uses the Black Scholes options pricing model and has elected to treat awards with graded vesting as a single award. The fair value is recognized as compensation expense on a straight-line basis over the requisite service period, which in the Company’s circumstances is the stated vesting period of the award, provided that total compensation expense recognized at least equals the pro rata fair value of the award that has vested.

2. Summary of significant accounting policies (continued):

(d) Stock-based compensation (continued):

The Company has adopted the modified prospective method of applying the provisions of SFAS 123R. Under the modified prospective method, the Company recognizes compensation expense based on the requirements of SFAS 123R for all share-based payments granted after the effective date of SFAS 123R. In addition, compensation expense is recognized, subsequent to the effective date of SFAS 123R, for the remaining portion of the vesting period for outstanding awards granted prior to the effective date of SFAS 123R.

3. Comprehensive loss:

Comprehensive loss includes the net loss and other comprehensive loss ("OCL"). OCL refers to changes in net assets from transactions and other events and circumstances other than transactions with stockholders. These changes are recorded directly as a separate component of stockholders' deficiency and excluded from net loss. The only comprehensive loss item for the Company relates to foreign currency translation adjustments pertaining to the translation of the financial statements of the Company's subsidiary, from Canadian dollars, the functional currency of the subsidiary, to U.S. dollars, the reporting and functional currency of the Company.

4. Promissory notes payable:

	June 30, 2007	December 31, 2006
	(Unaudited)	
Promissory note, payable on June 30, 2006, bearing interest at 12% per annum, secured by an assignment of accounts receivable (note 4(a))	$ 20,012	$ 20,012
Promissory notes, payable on demand, bearing interest at 10% per annum, secured by an assignment of accounts receivable and a floating charge on all assets of the Company (note 4(b))	111,000	20,000
Promissory note, payable on June 30, 2007, denominated in Canadian dollars (C$100,000) bearing interest at 12% per annum, secured by an assignment of investment tax credits receivable (note 4(c))	93,861	72,608
Promissory note, payable on June 21, 2009, bearing interest at 10% per annum, unsecured (note 4(d))	15,579	-
Promissory note, payable on June 29, 2009, bearing interest at 10% per annum, unsecured (note 4(d))	21,965	-
Promissory notes, payable on June 30, 2007, bearing interest at 10% per annum, secured by an assignment of accounts receivable and a floating charge on all assets of the Company (note 4(e))	30,000	-
	$ 292,417	$ 112,620
Less promissory notes classified as long-term	(37,544)	-
	$ 254,873	$ 112,620

Additional terms and conditions related to the promissory notes payable are as follows:

(a) The promissory notes and accrued interest are convertible, at the lenders' option, into shares of common stock of the Company at a price of $0.20 per share and a warrant for the purchase of the number of shares equal to 50% of the number of shares received by the lender on conversion. The warrant is exercisable at $0.30 per share and expires on December 31, 2010.

4. Promissory notes payable (continued):

(a) Accrued interest of $5,275 (December 31, 2006 - $4,085) has been included in accrued liabilities at June 30, 2007.

On April 19, 2006, $80,000 of the promissory notes together with accrued interest of $3,567 were assigned to another party. Subsequent to this assignment, the other party converted the promissory notes and accrued interest into 417,836 shares of common stock of the Company and a warrant to purchase 208,918 shares of common stock of the Company in accordance with the original conversion provisions. In addition, the Company agreed to issue an additional warrant to purchase 208,918 shares of common stock of the Company as consideration for the agreement to convert the promissory notes and accrued interest into common stock of the Company. The warrants are exercisable at $0.30 per share and expire on December 31, 2010. On April 19, 2006, the fair value of the 208,918 additional warrants was $68,306 using the Black Scholes option pricing model with the following assumptions: expected dividend yield 0%; risk-free interest rate of 4.9%; expected volatility of 124%; and an expected life of 4.71 years. As a consequence, the Company recognized a loss of $68,306 on the extinguishment of this debt for the three months ended June 30, 2006.

On May 19, 2006, the Company entered into an agreement to extend the maturity date of $25,000 of the promissory notes to June 30, 2006. As consideration for this extension, the Company agreed to pay $1,250 in additional interest and to repay the principal and accrued interest from the proceeds of any financing in excess of $250,000 or at the rate of 10% of the cash proceeds from sales or any financing less than $250,000. On August 2, 2006, the Company repaid $4,988 to the lender. On September 12, 2006, the lender assigned the promissory note together with accrued interest to another party. On January 10, 2007, this other party assigned the promissory note together with accrued interest to a third party. The Company has failed to make any additional payments of principal or interest. Consequently, the Company is in default of the terms and conditions of the promissory note. As a result of this default, the promissory note is payable on demand.

(b) On October 12, 2006, the Company received cash consideration of $20,000 in exchange for the issuance of a 10% demand promissory note. The promissory note and accrued interest are convertible, at the lenders' option, into shares of common stock of the Company at a price of $0.10 per share plus a warrant for the purchase of the number of shares equal to 50% of the number of shares received by the lender on conversion. The warrant is exercisable at $0.30 per share and expires on December 31, 2010. At the date of issuance, the conversion feature of the promissory note was "in-the-money". The intrinsic value of this beneficial conversion feature was $17,974. In accordance with EITF 98-5, "Accounting for Convertible Securities with Beneficial Conversion Features or Contingently Adjustable Conversion Ratios" and EITF 00-27, "Application of Issue No. 98-5 to Certain Convertible Instruments", this amount was recorded as additional

4. Promissory notes payable (continued):

(b) paid-in capital. The promissory note was accreted to its face value through a charge to interest expense of $17,974 for the three months ended December 31, 2006.

On March 16, 2007, the lender assigned the $20,000 promissory note to other parties and the other parties agreed to convert the promissory note into 200,000 shares of common stock of the Company and warrants to purchase 100,000 shares of common stock of the Company in accordance with the original conversion provisions.

During the period from January 1, 2007 to June 30, 2007, the Company received cash consideration of $111,000 from the lender in exchange for the issuance of 10% demand promissory notes. The promissory notes and accrued interest are convertible, at the lenders' option, into shares of common stock of the Company at a price of $0.10 per share plus a warrant for the purchase of the number of shares equal to 50% of the number of shares received by the lender on conversion. The warrant is exercisable at $0.30 per share and expires on December 31, 2010.

At the date of issuance, the conversion feature of the promissory note was "in-the-money". The intrinsic value of this beneficial conversion feature was $106,622. In accordance with EITF 98-5, "Accounting for Convertible Securities with Beneficial Conversion Features or Contingently Adjustable Conversion Ratios" and EITF 00-27, "Application of Issue No. 98-5 to Certain Convertible Instruments", this amount was recorded as additional paid-in capital. The promissory notes were accreted to their face value through a charge to interest expense of $56,000 for the three months ended March 31, 2007 and $50,622 for the three months ended June 30, 2007.

Accrued interest of $3,891 (December 31, 2006 - $438) has been included in accrued liabilities at June 30, 2007.

(c) On December 22, 2006, the Company received cash consideration of $86,333 (C$100,000) in exchange for the issuance of a 12% promissory note. $84,475 (C$90,000) of the promissory note is due on the earlier of receipt of investment tax credits receivable by the Company or June 30, 2007. The balance of the promissory note together with accrued interest was due on June 30, 2007.

As consideration for services rendered arranging the promissory note, the Company paid the lender a fee of $8,633 (C$10,000) in December 2006. Of this amount, $416 (C$474) was included as a charge to interest expense for the three months ended December 31, 2006 and $4,043 (C$4,737) was included as a charge to interest expense for the three months ended March 31, 2007. The charge to interest expense for the three months ended June 30, 2007 was $4,174 (C$4,789).

In addition, the Company agreed to grant 100,000 shares of common stock of the Company to the lender. In accordance with APB 14 "Accounting for Convertible Debt and Debt Issued with Stock Purchase Warrants", $72,393 (C$83,853) of the cash consideration received by the Company has been allocated to the promissory note and $13,940 has been allocated to the shares of common stock based on their relative fair values at the date of issuance of the promissory note. The promissory note was accreted to its face value through a periodic charge to interest expense over the period to June 30, 2007. In 2006, $671 (C$765) was charged to interest expense pursuant to this accretion and $6,528 (C$7,648) was charged to interest expense pursuant to this accretion for the three months ended March 31, 2007. The charge to interest expense pursuant to this accretion for the three months ended June 30, 2007 was $7,043 (C$7,734).

4. Promissory notes payable (continued):

(c) Accrued interest of $5,863 (December 31, 2006 - $254) has been included in accrued liabilities at June 30, 2007.

At June 30, 2007, the Company had not paid the outstanding principal and interest to the lender or arranged for an extension of the maturity date. As a consequence, the Company is in default of the terms and conditions of this promissory note. As a result of this default, the promissory note is payable on demand.

(d) In June 2007, the Company received cash consideration of $100,000 and $150,000 in exchange for the issuance of 10% promissory notes maturing on June 21, 2009 and June 29, 2009, respectively. The promissory notes and accrued interest are convertible, at the lender's option, into shares of common stock of the Company at a price of $0.13 per share. Interest is due and payable on a quarterly basis at the request of the lenders. At the option of the Company, interest can be paid in cash or shares of common stock of the Company calculated at a 10% discount to the average closing price of the common stock for ten trading days prior to the date interest is due to the lenders.

As consideration for the advance of funds to the Company by the lenders, the Company agreed to grant 750,000 shares of common stock of the Company to the lenders. In accordance with APB 14 "Accounting for Convertible Debt and Debt Issued with Stock Purchase Warrants", $162,388 of the cash consideration received by the Company has been allocated to the promissory notes and $87,612 has been allocated to the shares of common stock based on their relative fair values at the date of issuance of the promissory notes. The promissory notes are being accreted to face value on an effective interest rate basis through a periodic charge to interest expense over the period to maturity. For the three months ended June 30, 2007, $504 was charged to interest expense pursuant to this accretion.

At the date of issuance, the conversion feature of the promissory notes was "in-the-money". The intrinsic value of this beneficial conversion feature was $126,074. In accordance with EITF 98-5, "Accounting for Convertible Securities with Beneficial Conversion Features or Contingently Adjustable Conversion Ratios" and EITF 00-27, "Application of Issue No. 98-5 to Certain Convertible Instruments", this amount was recorded as additional paid-in capital. The promissory notes are being accreted to their face value on an effective interest rate basis through a periodic charge to interest expense over the period to maturity. For the three months ended June 30, 2007, $726 was charged to interest expense pursuant to this accretion.

(e) On April 2, 2007, the Company received cash consideration of $30,000 in exchange for the issuance of 10% promissory notes maturing on June 30, 2007. At June 30, 2007, the Company had not paid the outstanding principal or interest to the lenders or arranged for an extension of the maturity date. As a consequence, the Company is in default of the terms and conditions of the promissory notes. As a result of this default, the promissory notes are payable on demand.

5. Promissory notes payable to a related party:

	June 30, 2007	December 31, 2006
	(Unaudited)	
Promissory notes, payable on demand, denominated in Canadian dollars (C$48,000), bearing interest at 10% per annum compounded annually, secured by an assignment of accounts receivable (note 5(a))	$ 45,054	$ 41,188
Promissory notes, payable on demand, denominated in Canadian dollars (C$216,500), bearing interest at 10% per annum compounded annually, secured by an assignment of accounts receivable (note 5(b)).	203,210	139,437
Promissory note, payable on demand, bearing interest at 10% per annum compounded annually, secured by an assignment of accounts receivable (note 5(c))	12,741	-
	$ 261,005	$ 180,625

The promissory notes payable to a related party are payable to Capital House Corporation and are secured by a general security agreement representing a first floating charge on all of the assets of the Company.

Additional terms and conditions related to the promissory notes payable to a related party are as follows:

(a) Accrued interest of $7,131 (December 31, 2006 - $4,477) has been included in accrued liabilities at June 30, 2007.

On April 19, 2006, the lender agreed to modify the terms of these promissory notes by waiving the repayment and security provisions related to specific customer invoices. As consideration for the modification, the Company agreed to permit the lender, at the lender's option, to convert the promissory notes and accrued interest into shares of common stock of the Company at a price of $0.20 per share and a warrant for the purchase of the number of shares received by the lender on conversion. The warrant is exercisable at $0.30 per share and expires on December 31, 2010. In accordance with EITF 96-19, "Debtor's Accounting for a Modification or Exchange of Debt Instruments", this modification has been accounted for as an extinguishment of the old debt and the creation of new debt.

On April 19, 2006, the outstanding principal on the promissory notes was $42,257. On the same date, the conversion rights granted as a result of the modification of the promissory notes had a fair value in excess of the outstanding principal. As a consequence, the Company recognized a loss of $42,257 on the modification of this debt for the three months ended June 30, 2006.

5. Promissory notes payable to a related party (continued):

(b) During the six months ended June 30, 2007, the Company received $45,967 (C$54,000) in cash consideration from the lender in exchange for the issuance of 10% demand promissory notes.

Accrued interest of $12,753 (December 31, 2006 - $3,347) has been included in accrued liabilities at June 30, 2007.

The promissory notes and accrued interest are convertible, at the lenders' option, into shares of common stock of the Company at a price of $0.10 per share plus a warrant for the purchase of the number of shares equal to 50% of the number of shares received by the lender on conversion. The warrant is exercisable at $0.30 per share and expires on December 31, 2010.

The conversion feature of the promissory notes issued was "in-the-money". The intrinsic value of this beneficial conversion feature was $45,967. In accordance with EITF 98-5, "Accounting for Convertible Securities with Beneficial Conversion Features or Contingently Adjustable Conversion Ratios" and EITF 00-27, "Application of Issue No. 98-5 to Certain Convertible Instruments", this amount has been recorded as additional paid-in capital. The promissory notes were accreted to their face value through a charge to interest expense of $45,967 for the six months ended June 30, 2007.

(c) During the three months ended June 30, 2007, the Company received cash consideration of $12,741 in exchange for the issuance of a 10% demand promissory note.

The promissory note and accrued interest is convertible, at the lenders' option, into shares of common stock of the Company at a price of $0.10 per share plus a warrant for the purchase of the number of shares equal to 50% of the number of shares received by the lender on conversion. The warrant is exercisable at $0.30 per share and expires on December 31, 2010.

The conversion feature of the promissory note issued was "in-the-money". The intrinsic value of this beneficial conversion feature was $9,369. In accordance with EITF 98-5, "Accounting for Convertible Securities with Beneficial Conversion Features or Contingently Adjustable Conversion Ratios" and EITF 00-27, "Application of Issue No. 98-5 to Certain Convertible Instruments", this amount was recorded as additional paid-in capital. The promissory note was accreted to its face value through a charge to interest expense of $9,369 for the three months ended June 30, 2007.

6. Stock option plan:

Under the Company's Stock Option Plan (the "Plan"), up to 5,000,000 shares of common stock of the Company were reserved for issuance to officers, employees and consultants. Options are granted with an exercise price equal to or greater than the stock's fair market value at the date of grant, vest over a period of time as determined by the Board of Directors and expire no later than ten years from the date of vesting.

At June 30, 2007, there were 1,237,391 additional shares available for grant under the Plan.

(In U.S. dollars)

6. Stock option plan (continued):

Effective January 1, 2006, the Company adopted the provisions of SFAS 123R to account for its stock options. SFAS 123R requires that the fair value of stock options granted be recognized in the Statement of Operations based on the fair value of the stock options at the date of grant. For purposes of estimating the grant date fair value of stock options, the Company uses the Black Scholes options pricing model based on certain assumptions including the expected term of the options, expected volatility of the underlying stock over the expected term of the options and the risk-free interest rate. The expected term of the options has been estimated by calculating an average of the weighted average vesting period and the weighted average contractual term of the options. Historical volatility of the Company's shares and historical volatility of other companies that operate in a similar business to the Company is used as a basis for projecting the expected volatility of the underlying stock. The risk-free rate for the expected term of the options is based on the U.S. Treasury yield curve in effect at the time of grant.

The fair value is recognized as compensation expense on a straight-line basis over the requisite service period, which in the Company's circumstances is the stated vesting period of the award, provided that total compensation expense recognized at least equals the pro rata value of the award that has vested.

During the six months ended June 30, 2007, there were no options granted by the Company. During the six months ended June 30, 2006, 1,100,000 stock options were granted to officers and directors and 495,000 stock options were granted to employees.

The per share weighted-average fair value of the stock options granted during the three months ended June 30, 2007 and 2006 has been calculated using the Black Scholes option-pricing model and related weighted-average assumptions are as follows:

	Three months ended June 30, 2007	Three months ended June 30, 2006
	(Unaudited)	(Unaudited)
Options granted	-	225,000
Expected volatility	-	128%
Expected dividends	-	-
Expected term (years)	-	4.0
Risk-free rate	-	4.99%
Per share weighted average grant date fair value	-	$0.20

(In U.S. dollars)

6. Stock option plan (continued):

A summary of amounts recognized in the consolidated condensed financial statements with respect to the Plan is as follows:

	Three months ended June 30, 2007	Three months ended June 30, 2006	Six months ended June 30, 2007	Six months ended June 30, 2006
	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)
Amounts recorded as expense, before income tax benefit	$33,229	$58,776	$70,710	$139,227
Amount of related income tax benefit recognized in loss	-	-	-	-

A summary of share option activity under the Plan as of June 30, 2007 and changes during the six months then ended is presented below:

	2007 (Unaudited)			
	Options	Weighted average exercise price($)	Weighted average remaining contractual term (Years)	Aggregate intrinsic value
Options outstanding, January 1, 2007	3,765,090	$ 0.36	4.4	
Expired	(2,481)	0.40	-	
Options outstanding, June 30, 2007	3,762,609	$ 0.36	3.9	$27,370
Options exercisable, June 30, 2007	2,737,109	$ 0.40	3.5	$27,370

(In U.S. dollars)

6. Stock option plan (continued):

The following table summarizes information about stock options outstanding at June 30, 2007:

Options outstanding (Unaudited)			Options exercisable (Unaudited)	
Exercise price	Number outstanding at 6/30/07	Weighted average remaining contractual term	Number exercisable at 6/30/07	Exercise price
$ 0.009	180,150	1.1 years	180,150	$ 0.009
0.13	218,759	1.1 years	218,759	0.13
0.18	50,000	5.2 years	-	-
0.25	1,395,000	4.6 years	497,500	0.25
0.31	100,000	4.1 years	44,000	0.31
0.40	83,700	4.1 years	83,700	0.40
0.43	35,000	3.7 years	23,500	0.43
0.51	1,500,000	4.0 years	1,500,000	0.51
0.60	125,000	3.8 years	122,000	0.60
0.65	50,000	3.7 years	50,000	0.65
0.75	25,000	3.5 years	17,500	0.75
	3,762,609	3.9 years	2,737,109	$0.40

At June 30, 2007, there was $112,441 (June 30, 2006 - $261,707) of total unrecognized compensation expense related to unvested stock option awards. This cost is expected to be recognized over a weighted average vesting period of approximately one year.

7. Stockholders' deficiency;

(a) Common stock transactions:

During the six months ended June 30, 2007, the Company issued 2,030,000 shares of common stock pursuant to the transactions described below:

On April 13, 2007, the Company issued 125,000 shares of common stock to an investment banker to provide financing services to the Company. The fair value of the 125,000 shares of common stock was estimated at $21,125 on the date the shares were issued and has been included in general and administrative expenses for the three months ended June 30, 2007.

7. Stockholders' deficiency (continued);

(a) Common stock transactions (continued):

In April 2007, the Company issued 255,000 shares of common stock pursuant to a fee agreement with a financial advisor to provide financing services. The fair value of the 255,000 shares of common stock was estimated at $42,375 on the dates that the fees were earned and has been included in general and administrative expenses for the three months ended June 30, 2007.

On January 11, 2007, the Company issued 100,000 shares of common stock pursuant to the terms of a promissory (note 4(c)).

On March 16, 2007, the Company issued 200,000 shares of common stock and warrants to purchase 100,000 shares of common stock of the Company on the conversion of a $20,000 promissory note (note 4(b)). The warrants are exercisable at $0.30 per share and expire on December 31, 2010.

On January 10, 2007, the Company entered into a consulting agreement to purchase investor relations and public relations services until December 31, 2007. As consideration for these services, the Company issued 600,000 shares of common stock to the consultant (note 7(b)).

On February 9, 2007, the Company entered into a consulting agreement to provide investor communication and relations services for a period of six months. As consideration for these services, the Company issued 750,000 shares of common stock to the consultant.

In addition to the above transactions, the Company agreed to issue 750,000 shares of common stock in June 2007 pursuant to the terms of promissory notes (note 4(d)). The fair value of the 750,000 shares has been estimated at $87,612 and has been included in common stock to be issued for services and other obligations at June 30, 2007.

During the six months ended June 30, 2007, no share issuance costs (six months ended June 30, 2006 - $450) were incurred and recorded as a charge to additional paid-in capital.

(b) Warrants and common stock pursuant to consulting agreements:

(i) On June 28, 2007, the Company entered into an agreement with a consultant to provide corporate finance services to the Company until June 30, 2009. As consideration for these services, the Company agreed to pay the consultant $7,500 for the month of June 2007 and $7,500 per month commencing when the Company has raised $500,000 in financing. Once the Company has raised $2,100,000 in financing, the fee to the consultant will increase to $15,000 per month. In July 2007, the Company had raised $500,000 in financing. The Company also agreed to reduce the exercise price on 2,973,167 Class C warrants from $0.30 per share to $0.10 per share once the Company has raised $500,000 in financing.

7. Stockholders' deficiency (continued):

(b) Warrants and common stock pursuant to consulting agreements (continued):

(i) In addition, the Company agreed to issue 500,000 shares of common stock to the consultant and a warrant to purchase 1,500,000 shares of common stock at $0.10 per share until June 28, 2011. The fair value of the 500,000 shares of common stock has been estimated at $65,000 on the date of the agreement. Of the total estimated fair value, $178 has been included in general and administrative expenses for the three months ended June 30, 2007. Of the balance of the estimated fair value, $32,411 has been included in prepaid expenses at June 30, 2007 and $32,411 has been included in deferred consulting services at June 30, 2007. The fair value of the warrant was calculated as $157,501 using the Black Scholes option pricing model with the following assumptions: expected dividend yield 0%; risk-free interest rate of 5.02%; expected volatility of 116%, and an expected life of 4 years. Of this amount, $216 was included in general and administrative expense for the three months ended June 30, 2007. Of the balance of the estimated fair value, $78,750 has been included in prepaid expenses at June 30, 2007 and $78,535 has been included in deferred consulting services at June 30, 2007.

(ii) On January 10, 2007, the Company entered into a consulting agreement to purchase investor relations and public relations services until December 31, 2007. As consideration for these services, the Company issued 600,000 shares of common stock to the consultant. The fair value of the 600,000 shares of common stock was estimated at $120,000 on January 10, 2007. Of the total estimated fair value, $27,042 was included in general and administrative expenses for the three months ended March 31, 2007 and $30,761 has been included in general and administrative expenses for the three months ended June 30, 2007. The balance of $62,197 has been included in prepaid expenses at June 30, 2007 and will be recognized as an expense on a straight-line basis as services are rendered from July 1, 2007 to December 31, 2007.

(iii) On February 9, 2007, the Company entered into a consulting agreement to purchase investor communication and relations services for a period of six months. As consideration for these services, the Company issued 750,000 shares of common stock to the consultant. If the Company had not cancelled the agreement prior to April 8, 2007, the Company had also agreed to issue 450,000 shares of common stock to the consultant on April 8, 2007 and 300,000 shares of common stock to the consultant on June 9, 2007.

On April 2, 2007, the Company cancelled the agreement. The fair value of the 750,000 shares of common stock issued to the consultant was estimated at $127,500 on February 9, 2007. Of the total estimated fair value, $122,596 was included in general and administrative expenses for the three months ended March 31, 2007. The balance of $4,904 has been included in general and administrative expenses for the three months ended June 30, 2007.

7. Stockholders' deficiency (continued):

(b) Warrants and common stock pursuant to consulting agreements (continued):

(iv) On December 12, 2006, the Company entered into a service agreement to purchase investor relations and communications services for a twelve month period. As compensation for these services, the Company agreed to issue a warrant for the purchase of 155,000 shares of common stock of the Company at $0.30 per share expiring on December 31, 2010. In addition, the Company agreed to make monthly payments of $10,000. For the first six months of the agreement, the Company could elect to make the monthly payments in cash and shares of common stock calculated at a price of $0.15 per share provided that the cash component of each monthly payment is at least $5,000.

The fair value of the 155,000 warrants was calculated as $22,574 using the Black Scholes option pricing model with the following assumptions: expected dividend yield 0%; risk-free interest rate of 4.56%; expected volatility of 107%, and an expected life of 4.05 years. Of this amount, $1,175 was included in general and administrative expense for the year ended December 31, 2006 and $5,567 was included in general and administrative expenses for the three months ended March 31, 2007. In July 2007, the service agreement was cancelled and the service provider agreed to forfeit the 155,000 warrants. As a consequence, the balance of $15,832 has been included in general and administrative expense for the three months ended June 30, 2007.

The Company elected to make the initial payment pursuant to this agreement in cash of $5,000 and 33,333 shares of common stock of the Company. At December 31, 2006, the 33,333 shares of common stock had a fair value of $6,667 which has been included in common stock to be issued for services and other obligations. Of the total obligation of $11,667 at December 31, 2006, $7,151 was included in general and administrative expense for the year ended December 31, 2006 and the balance of $4,516 was included in general and administrative expense in January 2007.

In January 2007, the consultant agreed to modify the payment terms of the agreement to allow the Company to make monthly payments of $10,000 entirely in shares of common stock for a five month period commencing on January 12, 2007. For the period from January 12 to April 12, 2007, the Company is obligated to issue 266,667 shares of common stock pursuant to this modification. The estimated fair value of the common stock is $52,999 which has been included in common stock to be issued for services and other obligations at June 30, 2007. Of this amount, $36,444 was included in general and administrative expense for the three months ended March 31, 2007 and $16,555 has been included in general and administrative expenses for the three months ended June 30, 2007. In July 2007, the service agreement was cancelled and the service provider agreed to forfeit any fees for services subsequent to April 12, 2007.

7. Stockholders' deficiency (continued):

(b) Warrants and common stock pursuant to consulting agreements (continued):

(v) On August 14, 2006, the Company entered into a consulting agreement to purchase investor relations services for the period to July 31, 2007. As consideration for these services, the Company issued 1,500,000 shares of common stock of the Company and made a cash payment of $3,500 upon signing of the agreement. In addition, the Company agreed to make additional cash payments of $72,000 over the term of the agreement. Under anti-dilution provisions in the agreement, the Company agreed to issue additional shares of common stock to the consultant for a period of thirty-six months after termination of the agreement. Under these anti-dilution provisions, the total number of shares of common stock issued to the consultant will total 4.99% of the issued and outstanding shares of the Company.

The fair value of the 1,500,000 shares of common stock was estimated at $300,000 on the date the shares were issued. On May 24, 2007, the consultant agreed to cancel the consulting agreement and forfeit any shares owing under the anti-dilution provisions. On that date, the Company was obligated to issue an additional 157,585 shares of common stock pursuant to the anti-dilution provisions with an estimated fair value of $28,978. Of the total estimated fair value of $328,979 at May 24, 2007, $122,146 was included in general and administrative expenses for the year ended December 31, 2006 and $88,012 was included in general and administrative expenses for the three months ended March 31, 2007. The balance of $118,821 has been included in general and administrative expenses for the three months ended June 30, 2007. In addition, the consultant agreed to terminate the cash payments at May 31, 2007. On that date, the Company was obligated to pay $48,000 to the consultant for unpaid fees from October 1, 2006 to May 31, 2007. The Company agreed to pay these fees to the consultant on the earliest of December 31, 2007 or within five days of the Company raising $1.5 million in financing.

(vi) On January 24, 2006, the Company cancelled a consulting agreement and included the balance of the prepaid expenses and deferred consulting services of $717,483 in general and administrative expenses. On the same date, the Company cancelled Series A warrants to purchase 1,500,000 shares of common stock and all of the Series B warrants. As compensation for cancellation of the Series A warrants, the Company issued 305,000 shares of common stock. On January 24, 2006, the fair value of the 305,000 shares of common stock was $67,100 based on a share price of $0.22 per share on that date. The $67,100 was accounted for as a capital transaction.

(vii) At December 31, 2005, $31,000 remained as a credit to common stock to be issued for services in stockholders' deficiency with respect to an obligation to issue 100,000 shares of common stock at $0.31 per share for services rendered and recognized in general and administrative expenses in 2005. In March 2006, the provider of the services agreed to waive the right to receive the 100,000 shares of common stock. As a consequence, the $31,000 credit to common stock to be issued for services was transferred to additional paid-in-capital.

(In U.S. dollars)

8. Research and development:

	Three months ended June 30, 2007	Three months ended June 30, 2006	Six months ended June 30, 2007	Six months ended June 30, 2006
	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)
Costs incurred	$ 138,658	$ 131,339	$ 278,545	$ 276,825
Investment tax credits	(10,913)	(9,488)	(21,061)	(18,381)
	$ 127,745	$ 121,851	$ 257,484	$ 258,444

9. Net loss per common share:

As the Company incurred a net loss during the six months ended June 30, 2007 and 2006, the loss and diluted loss per common share are based on the weighted-average common shares outstanding. The following securities could potentially dilute net loss per common share for the periods presented:

	Six months ended June 30, 2007	Six months ended June 30, 2006
	(Unaudited)	(Unaudited)
Options to purchase common stock	3,762,609	3,877,452
Conversion of promissory notes	5,621,193	1,073,675
Warrants to be issued on the conversion of promissory notes	1,978,413	644,345
Exercise of Series A warrants	200,000	200,000
Exercise of Series C warrants	2,973,167	2,973,167
Exercise of Series D warrants	1,683,589	1,683,589
Exercise of other warrants	2,754,575	-
Common stock to be issued pursuant to consulting agreements	800,000	-
Common stock to be issued pursuant to financing agreements	750,000	-

10. Guarantees and commitments:

(a) Guarantees:

The Company has entered into agreements that contain features which meet the definition of a guarantee under FASB Interpretation No. 45 ("FIN 45"). FIN 45 defines a guarantee to be a contract that contingently requires the Company to make payments (either in cash, financial instruments, other assets, common shares of the Company or through provision of services) to a third party based on changes in an underlying economic characteristic (such as interest rates or market value) that is related to an asset, liability or an equity security of the other party. The Company has the following guarantees which are subject to the disclosure requirements of FIN 45.

Product warranties

As part of the normal sale of software products, the Company has provided certain of its customers with product warranties of 30 days from date of sale. Based on management's best estimate of probable liability under its product warranties, no product warranty accrual was recorded as of June 30, 2007 and December 31, 2006.

(b) Commitments:

Operating lease

The Company has entered into an operating lease agreement for office space that expires on December 31, 2007. The future minimum lease payments, including operating costs, are approximately as follows: 2007 - $43,564. Rent expense for operating leases for the three months ended June 30, 2007 and 2006 was $24,136 and $24,440, respectively. Rent expense for the six months ended June 30, 2007 and 2006 was $46,758 and $48,054 respectively.

Corporate finance services and executive management services

Pursuant to the terms of an agreement to purchase corporate finance services, the Company is obligated to make monthly payments to the consultant of $7,500 to June 30, 2009. Once the Company has raised $2,100,00 in financing, the fee to the consultant will increase to $15,000 per month.

(In U.S. dollars)

11. Segmented reporting:

The Company operates in one dominant industry segment, which involves providing web-based software solutions that translate data into tables, charts and maps. The Company's solutions can extend the functionality of business intelligence software packages from other vendors by adding pre-built software objects on top of those vendor's solutions. Alternatively, the Company's pre-built software objects can be assembled and bundled with data from major data vendors to provide functionality and enhanced presentation capabilities.

External revenues attributable to geographic areas based on the location of the customer are as follows:

	Three months ended June 30, 2007	Three months ended June 30, 2006	Six months ended June 30, 2007	Six months ended June 30, 2006
	(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)
United States	$ 67,095	$ 135,691	$ 189,345	$ 208,908
Canada	25,573	15,191	28,252	16,476
Europe	17,560	10,103	35,412	10,103
Total	$ 110,228	$ 160,985	$ 253,009	$ 235,487

The Company's assets are located as follows:

	June 30, 2007	December 31, 2006
	(Unaudited)	(Unaudited)
Canada	$ 269,919	$ 285,603
United States	484,274	212,212
Total	$ 754,193	$ 497,815

12. Economic dependence:

Four of the Company's customers account for 68% of revenue for the six months ended June 30, 2007 (Six months ended June 30, 2006 – three customers account for 83%).

13. Subsequent events:

On July 6, 2007, the Company issued 10% promissory notes for cash consideration of $150,000. On August 6, 2007, the Company issued 10% promissory notes for cash consideration of $250,000. These promissory notes are convertible into shares of common stock at $0.13 per share. In addition, the Company agreed to issue 1,200,000 shares of common stock to the lender pursuant to the terms of these promissory notes.

On July 6, 2007, the Company had raised $500,000 in cumulative financing. Pursuant to the terms of a consulting agreement, the Company reduced the exercise price on 2,973,167 Class C warrants from $0.30 per share to $0.10 per share.

On July 25, 2007, the Company agreed to amend a consulting agreement to purchase corporate finance services. Pursuant to the terms of the amendment, a representative of the consultant was appointed Chief Executive Officer and President of the Company. As consideration, the Company agreed to increase the monthly fees to be paid to the consultant from $7,500 per month to $12,500 per month. In addition, the Company granted a warrant to purchase 1,000,000 shares of common stock at $0.20 per share until July 25, 2011 and stock options to purchase 750,000 shares of common stock at $0.20 per share to the consultant. The stock options vest in equal portions over a three year period and expire four years from the date of vesting.

On August 1, 2007, the Company entered into a consulting agreement with a consultant to provide technical services to the Company until July 31, 2008. As consideration for these services, the Company agreed to pay the consultant $10,000 per month. In addition, the Company agreed to issue a warrant to purchase 1,000,000 shares of common stock of the Company at $0.25 per share. The warrant expires on July 31, 2011.

On August 8, 2007, the Company entered into a consulting agreement to purchase investor communications and public relations services until August 7, 2008. As consideration for these services, the Company agreed to issue 600,000 shares of common stock to the consultant.

14. Comparative figures:

Certain comparative figures have been restated to reflect the impact of the beneficial conversion feature on certain promissory notes. The impact of this restatement is to increase interest expense and net loss for the three and six months ended June 30, 2006 by $58,422 and increase additional paid-in capital at June 30, 2006 by a similar amount. The impact on net loss per share for the three and six months ended June 30, 2006 was not material.

ITEM 2 MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION

CAUTIONARY NOTICE REGARDING FORWARD-LOOKING STATEMENTS

We caution readers that certain important factors may affect our actual results and could cause such results to differ materially from any forward-looking statements that we make in this report. For this purpose, any statements that are not statements of historical fact may be deemed to be forward-looking statements.

We caution readers that any such forward-looking statements are not guarantees of future performance and involve significant risks and uncertainties. In fact, actual results may differ materially from those projected in the forward-looking statements as a result of various factors. Some factors that could adversely affect actual results and performance include:

- our limited operating history;
- our minimal sales to date;
- our future requirements for additional capital funding;
- the failure of our technology and products to perform as specified;
- the discontinuance of growth in the use of the Internet;
- the enactment of new adverse government regulations; and
- the development of better technology and products by others.

You should carefully consider and evaluate all of these factors and the Risk Factors in our annual report on Form 10-KSB for the year ended December 31, 2006. In addition, we do not undertake to update forward-looking statements after we file this report with the SEC, even if new information, future events or other circumstances have made them incorrect or misleading.

Critical Accounting Policies

The financial statements of the Company are prepared in accordance with generally accepted accounting principles in the United States of America. The following accounting policies are considered to be critical to an understanding of the financial position and results of operations for the Company. The significant accounting policies for the Company have been disclosed in the audited consolidated financial statements as at and for the year ended December 31, 2006.

Results of Operations

For the three months ended June 30, 2007 compared to the three months ended June 30, 2006

Revenue: Revenue for the three months ended June 30, 2007 was $110,228 compared to $160,985 for the three months ended June 30, 2006.

Services revenue decreased from $139,010 in 2006 to $41,158 in 2007. This decrease of approximately $98,000 results primarily from a decrease in revenue from a significant customer in 2007 compared to 2006.

Product revenue increased from $21,975 in 2006 to $69,070 in 2007. This increase of approximately $47,000 results from an increase in the number of product contracts from three in 2006 to five in 2007 and an increase in the average size of the contracts in 2007 compared to 2006.

Gross profit: Gross profit for the three months ended June 30, 2007 was $95,627 (87% of revenue) compared to $131,074 (81% of revenue) for the three months ended June 30, 2006.

In 2007, the gross profit on services was $27,534 (67% of services revenue) compared to $111,129 (80% of services revenue) in 2006. The decrease in gross profit of approximately $84,000 in 2007 results primarily from a decrease in gross profit from a significant customer in 2007 compared to 2006. On a percentage basis, the decrease in gross profit in 2007 results from costs related to an initial contract with a major software provider that required a significant labor component and product support costs due to an upgrade in our product.

In 2007, the gross profit on products was $68,093 (99% of product revenue) compared to $19,945 (91% of product revenue) in 2006. Three of the product sales in 2007 were from existing customers and required no incremental costs to deliver.

General and administrative expenses: General and administrative expenses for the three months ended June 30, 2007 were $440,672 compared to $132,231 for the three months ended June 30, 2006. The increase in costs of approximately $308,400 includes the following significant items:

- Increase in compensation costs of approximately $11,500 in 2007 compared to 2006 resulting from compensation for the Chief Financial Officer.
- Decrease in stock compensation of approximately $5,300 in 2007 compared to 2006. In 2006, stock options were awarded to management resulting in a higher level of expense in 2006 compared to 2007. There were no stock options granted to management in 2007.
- Increase in consulting expense of approximately $206,800 in 2007 compared to 2006. In 2007, we incurred costs for investor communications and public relations services. There were no similar costs in 2006.
- Increase in financing fees of approximately $56,800 in 2007 compared to 2006 due to higher cost financing arrangements in place in 2007.
- Increase in legal fees of approximately $33,500 in 2007 compared to 2006 due to costs incurred in expectation of closing a round of financing in 2007.
- Increase of approximately $6,500 in travel costs in 2007 compared to 2006 incurred as a result of financing activities.
- Net decrease of approximately $1,400 in other costs in 2007 compared to 2006.

Sales and marketing expenses: Sales and marketing expenses for the three months ended June 30, 2007 were $134,806 compared to $143,996 for the three months ended June 30, 2006. The decrease in costs of approximately $9,200 includes the following significant items:

- Decrease in stock compensation of approximately $14,000 in 2007 compared to 2006. In 2006, stock options were awarded to management resulting in a higher level of expense in 2006 compared to 2007. There were no stock options granted to management in 2007.
- Increase in compensation related costs of approximately $2,900 in 2007 compared to 2006.
- Increase of approximately $6,100 in travel and related costs in 2007 due to travel to a Microsoft sponsored event and an increase in travel to existing customers.
- Net decrease in other costs in 2007 compared to 2006 of approximately $4,200.

Research and development expenses: Research and development expenses for the three months ended June 30, 2007 were $127,745 compared to $121,851 for the three months ended June 30, 2006. The increase in costs of approximately $5,900 includes the following significant items:

- Decrease in stock compensation of approximately $6,300 in 2007 compared to 2006. In 2006, stock options were awarded to management resulting in a higher level of expense in 2006 compared to 2007. There were no stock options granted to management in 2007.
- Increase in compensation related costs of approximately $2,400 in 2007 compared to 2006.
- Decrease of approximately $2,800 in expenses for administration of our computer systems in 2007 compared to 2006 due to budget constraints in 2007.
- Increase in costs of approximately $14,500 due to a decrease in the cost of compensation transferred to cost of sales in 2007 compared to 2006. This results from a decrease in the labor component of certain service contracts in 2007.
- Decrease in other miscellaneous costs of approximately $500 in 2007 compared to 2006.

The above changes in costs were offset by the following item:

- Increase in research and development tax credits of $1,400 in 2007 compared to 2006 due to labor incurred on a mapping intelligence component to our Matrix product in 2007.

Interest expense: Interest expense decreased from $169,577 for the three months ended June 30, 2006 to $85,590 for the three months ended June 30, 2007. This decrease results primarily from the impact of the intrinsic value of beneficial conversion features on promissory notes issued in 2006 compared to 2007.

Loss on extinguishment and modification of debt: Loss on extinguishment and modification of debt was $110,563 for the three months ended June 30, 2006 compared to $Nil for the three months ended June 30, 2007. The loss in 2006 resulted from the conversion of promissory notes to equity on terms more favorable than the original terms and modification of other promissory notes to include terms that were more favorable than the original terms of the promissory notes.

Net loss: Net loss was $698,217 ($0.02 per share) for the three months ended June 30, 2007 compared to $554,198 ($0.02 per share) for the three months ended June 30, 2006. Our revenue and future profitability and future rate of growth are substantially dependent upon our ability to:

- license our software applications to a sufficient number of clients
- modify the successful software applications, over time, to provide enhanced benefits to existing users; and
- successfully develop related software applications.

For the six months ended June 30, 2007 compared to the six months ended June 30, 2006

Revenue: Revenue for the six months ended June 30, 2007 was $253,009 compared to $235,487 for the six months ended June 30, 2006.

Services revenue decreased from $194,969 in 2006 to $153,381 in 2007. This decrease of approximately $42,000 results from a decrease in revenue from a significant customer in 2007 compared to 2006.

Product revenue increased from $40,518 in 2006 to $99,628 in 2007. This increase of approximately $59,000 results from a general increase in the number of product contracts from four in 2006 to eight in 2007.

Gross profit: Gross profit for the six months ended June 30, 2007 was $214,173 (85% of revenue) compared to $170,007 (72% of revenue) for the six months ended June 30, 2006.

In 2007, the gross profit on services was $115,522 (75% of services revenue) compared to $137,479 (71% of services revenue) in 2006. The increase in gross profit as a percentage of revenue results primarily from an increase in gross profit on services provided to a major customer in 2007 compared to 2006.

In 2007, the gross profit on products was $98,651 (99% of product revenue) compared to $32,528 (80% of product revenue) in 2006. The product sales in 2007 were primarily from existing customers and required no incremental costs to deliver.

General and administrative expenses: General and administrative expenses for the six months ended June 30, 2007 were $886,537 compared to $987,852 for the six months ended June 30, 2006. The decrease in costs of approximately $101,300 includes the following significant items:

- Increase in compensation costs of approximately $36,100 in 2007 compared to 2006. This increase results from compensation for the Chief Financial Officer for six months in 2007 compared to five months in 2006 and a bonus awarded to management in 2007 as consideration for an agreement to defer payment of certain amounts of unpaid salary owing to management until such time as the Company has achieved certain revenue targets.
- Decrease in stock compensation of approximately $20,900 in 2007 compared to 2006. In 2006, stock options were awarded to management resulting in a higher level of expense in 2006 compared to 2007. There were no stock options granted to management in 2007.
- Decrease in consulting expense of approximately $208,600 in 2007 compared to 2006. In 2006, consulting expense included $717,500 related to the cancellation of a consulting contract and cancellation of the related warrants to purchase 3,000,000 shares of our common stock. In 2007, we incurred $508,900 for investor communications and public relations services.
- Increase in financing fees of approximately $44,800 in 2007 compared to 2006 due to financing arrangements in place in 2007.
- Increase in legal fees of approximately $33,500 in 2007 compared to 2006 due to costs incurred in expectation of closing a round of financing in 2007.
- Increase of approximately $8,800 in travel costs in 2007 compared to 2006 incurred as a result of financing activities.
- Increase of approximately $6,100 in bank charges in 2007 compared to 2006 resulting primarily from interest and penalties on arrears in certain statutory employee tax payments.

Sales and marketing expenses: Sales and marketing expenses for the six months ended June 30, 2007 were $259,819 compared to $295,892 for the six months ended June 30, 2006. The decrease in costs of approximately $36,100 includes the following significant items:

- Decrease in stock compensation of approximately $30,500 in 2007 compared to 2006. In 2006, stock options were awarded to management resulting in a higher level of expense in 2006 compared to 2007. There were no stock options granted to management in 2007.
- Decrease of approximately $7,400 in the costs of on-line demonstrations of our products in 2007 compared to 2006 due to a change in the provider of the related services.

- Increase of approximately $4,000 in travel and related costs in 2007 compared to 2006 due to travel to a Microsoft sponsored event and an increase in travel to existing customers.
- Increase of approximately $2,100 in telephone costs in 2007 compared to 2006 due to an increase in the number of staff using mobile telephones.
- Net decrease in other costs in 2007 compared to 2006 of approximately $4,300. In 2006, we incurred costs for the purchase of a mailing list and costs for marketing collateral material. No similar costs were incurred in 2007.

Research and development expenses: Research and development expenses for the six months ended June 30, 2007 were $257,484 compared to $258,444 for the six months ended June 30, 2006. The decrease in costs of approximately $1,000 includes the following significant items:

- Decrease in stock compensation of approximately $17,100 in 2007 compared to 2006. In 2006, stock options were awarded to management resulting in a higher level of expense in 2006 compared to 2007. There were no stock options granted to management in 2007.
- Increase in compensation related costs of approximately $21,000 in 2007 compared to 2006 due to the mix of personnel in 2007 partially offset by an increase in the level of support provided by research and development staff to sales efforts in 2007.
- Decrease in other costs of approximately $13,400 in 2007 compared to 2006. In 2006, we incurred costs for Microsoft certification. There were no similar costs incurred in 2007.
- Decrease of approximately $8,000 in expenses for administration of our computer systems in 2007 compared to 2006 due to budget constraints in 2007.
- Increase in costs of approximately $20,000 due to a decrease in the cost of compensation transferred to cost of sales in 2007 compared to 2006. This results from a decrease in the labor component of certain service contracts in 2007.

The above changes in costs were offset by the following item:

- Increase in research and development tax credits of $2,700 in 2007 compared to 2006 due to labor incurred on a mapping intelligence component to our Matrix product in 2007.

Interest expense: Interest expense decreased from $367,852 for the six months ended June 30, 2006 to $207,036 for the six months ended June 30, 2007. This decrease results primarily from the impact of the intrinsic value of beneficial conversion features on promissory notes issued in 2006 compared to 2007.

Loss on extinguishment and modification of debt: Loss on extinguishment and modification of debt was $550,743 for the six months ended June 30, 2006 compared to $Nil for the six months ended June 30, 2007. The loss in 2006 resulted from the conversion of promissory notes to equity on terms more favorable than the original terms and modification of other promissory notes to include terms that were more favorable than the original terms of the promissory notes.

Net loss: Net loss was $1,399,883 ($0.04 per share) for the six months ended June 30, 2007 compared to $2,304,412 ($0.09 per share) for the six months ended June 30, 2006. Our revenue and future profitability and future rate of growth are substantially dependent upon our ability to:

- license our software applications to a sufficient number of clients
- modify the successful software applications, over time, to provide enhanced benefits to existing users; and
- successfully develop related software applications.

Financial Condition and Liquidity

General: At June 30, 2007, the Company had negative working capital of $1,036,687 compared to negative working capital of $550,644 at December 31, 2006. The Company had cash of $171,830 at June 30, 2007 compared to cash of $23,157 at December 31, 2006. At June 30, 2007, the Company had not repaid or negotiated a further extension of the maturity date for four promissory notes for approximately $144,000. Consequently, the Company is in default of the terms and conditions of these promissory notes.

All of the factors above raise substantial doubt about the Company's ability to continue as a going concern. Management is reviewing various options to address its working capital and cash flow needs, including without limitation the issuance of new debt or equity securities in one or more series or classes and the negotiation of repayment terms of accounts payable, accrued liabilities and promissory notes payable. The Company's ability to continue as a going concern is subject to management's ability to successfully implement the above plans. Failure to implement these plans could have a material adverse effect on the Company's position and or results of operations and may result in ceasing operations. Even if successful in obtaining financing in the near term, the Company cannot be certain that cash generated from its future operations will be sufficient to satisfy its liquidity requirements in the longer term and it may need to continue to raise capital by selling additional equity or by obtaining credit facilities.

Net cash used in operating activities: During the six months ended June 30, 2007, the Company used $243,276 of cash in operations compared to a use of cash in operations of $314,643 for the six months ended June 30, 2006. The use of cash in operations for the six months ended June 30, 2007 resulted from a net loss of $1,399,883 offset by non-cash consulting fees of $471,444, stock compensation of $70,710, non-cash financing fees of $63,265, depreciation of $2,230, non-cash interest expense of $207,036 and a net change in non-cash working capital of $341,562. The use of cash for the six months ended June 30, 2006 resulted from a net loss of $2,304,412 offset by non-cash consulting fees of $717,483, non-cash compensation expense of $139,227, non-cash financing fees of $18,811, non-cash interest expense of $367,431, non-cash loss on extinguishment and modification of debt of $550,743, depreciation expense of $5,335 and net change in non-cash working capital of $190,739.

Net cash used in investing activities: During the six months ended June 30, 2007, the Company purchased no property and equipment compared to purchases of $3,171 for the six months ended June 30, 2006.

Net cash provided by financing activities: During the six months ended June 30, 2007, the Company raised $391,000 by issuing 10% promissory notes and raised $58,708 by issuing 10% promissory notes to a related party. During the six months ended June 30, 2006, the Company raised $275,000 by issuing 10% promissory notes and repaid $41,000 of 10% promissory notes. In addition, the Company raised $18,398 in 2006 by issuing 10% promissory notes to a related party.

Commitments:

(a) Operating lease

The Company has entered into an operating lease for office space that expires on December 31, 2007. The future minimum lease payments including operating costs are as follows:

Year	**Amount**
2007	$43,564

(b) Corporate finance services and executive management services

Pursuant to the terms of an agreement to purchase corporate finance services, the Company is obligated to make monthly payments to the consultant of $7,500 to June 30, 2009. Once the Company has raised $2,100,000 in financing, the fee to the consultant will increase to $15,000 per month. In addition, the Company is obligated to make monthly payments to the consultant of $5,000 to June 30, 2009 for executive management services.

On August 1, 2007, the Company entered into a consulting agreement with a consultant to provide technical services to the Company until July 31, 2008. As consideration for these services, the Company agreed to pay the consultant $10,000 per month.

ITEM 3 CONTROLS AND PROCEDURES

The term "disclosure controls and procedures" is defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, or the Exchange Act. This term refers to the controls and procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified by the Securities and Exchange Commission.

In connection with the review of our consolidated condensed financial statements for the three months ended June 30, 2007, our independent registered public accounting firm advised the Board of Directors and management of certain significant internal control deficiencies that they considered to be, in the aggregate, a material weakness. In particular, our independent registered public accounting firm identified the following weaknesses in our internal control system: (1) a lack of segregation of duties and (2) a lack of formal procedures relating to all areas of financial reporting including a lack of review by management. The independent registered public accounting firm indicated that they considered these deficiencies to be reportable conditions as that term is defined under standards established by the American Institute of Certified Public Accountants. A material weakness is a significant deficiency in one or more of the internal control components that alone or in the aggregate precludes our internal controls from reducing to an appropriately low level of risk that material misstatements in our consolidated financial statements will not be prevented or detected on a timely basis. The Company considered these matters in connection with the period-end closing of accounts and preparation of the related consolidated condensed financial statements and determined that no prior period financial statements were materially affected by such matters. Notwithstanding the material weaknesses identified by our independent registered public accountants, we believe that the consolidated condensed financial statements, and other financial information included in this report, fairly present in all material respects, the financial condition, results of operation and cash flows of the Company as of, and for, the periods represented in this report.

The size of the Company has prevented us from being able to employ sufficient resources at this time to enable us to have an adequate level of supervision and segregation of duties within our internal control system. Set forth below is a discussion of the significant internal control deficiencies that had not been remediated as of the beginning of the period covered by this report.

Lack of segregation of duties. Our size has prevented us from being able to employ sufficient resources to enable us to have an adequate level of supervision and segregation of duties within our internal control system. There is one person involved in processing of transactions**.** Therefore, it is difficult to effectively segregate accounting duties. While we strive to segregate duties as much as practicable, there is insufficient volume of transactions to justify additional full time staff. We are currently seeking, but cannot be assured that we will be able to find, a qualified part time person to perform routine, month end accounting procedures. As a result, this significant internal control deficiency had not been remediated as of the end of the period covered by this report, nor do we know if we will be able to remediate this weakness in the foreseeable future. However, we will continue to monitor and assess the costs and benefits of additional staffing.

Lack of formal procedures relating to all areas of financial reporting including a lack of review by management. Due to the size of our Company, and as a consequence of the lack segregation of duties, we do not have formal month end close procedures. As a result, there is a lack of timely review of the consolidated condensed financial statements and Form 10-QSB. This significant internal control deficiency has not been remediated as of the end of the period covered by this report.

If we are unable to remediate the identified material weaknesses, there is a more than remote likelihood that a material misstatement to our SEC reports will not be prevented or detected, in which case investors could lose confidence in the accuracy and completeness of our financial reports, which could have an adverse effect on our ability to raise additional capital and could also have an adverse effect on our stock price.

As required by the SEC rules, we have evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this Report. This evaluation was performed under the supervision and with the participation of our management, including the President and Chief Executive Officer and Chief Financial Officer, Secretary and Treasurer. Based upon that evaluation, our President and Chief Executive Officer and Chief Financial Officer, Secretary and Treasurer have concluded that our controls and procedures were not effective as of the end of the period covered by this Report due to the existence of the significant internal control deficiencies described above.

PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

NONE

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

During the three months ended March 31, 2007, the Company had the following transactions:

- Issued 10% promissory notes for cash consideration of $56,000. These promissory notes are convertible into shares of common stock at $0.10 per share and a warrant to purchase the number of shares equal to 50% of the number of shares received by the lender on conversion at $0.30 per share. The warrant expires on December 31, 2010.
- Issued 10% promissory notes to a related party for cash consideration of $45,967. These promissory notes are convertible into shares of common stock at $0.10 per share and a warrant to purchase the number of shares equal to 50% of the number of shares received by the lender on conversion at $0.30 per share. The warrant expires on December 31, 2010.

- Issued 100,000 shares of common stock pursuant to a financing agreement entered into in 2006.
- Issued 200,000 shares of common stock and warrants to purchase 100,000 shares of common stock at $0.30 per share on the conversion of $20,000 in promissory notes. The warrants expire on December 31, 2010.
- Issued 1,350,000 shares of common stock to unrelated parties pursuant to service agreements to provide investor communication and investor relations services to the Company.

During the three months ended June 30, 2007, the Company had the following transactions:

- Issued 10% promissory notes for cash consideration of $12,741 to a related party. These promissory notes are convertible into shares of common stock at $0.10 per share plus a warrant to purchase the number of shares equal to 50% of the number of shares received by the lender on conversion at $0.30 per share. The warrant expires on December 31, 2010.
- Issued 10% promissory notes for cash consideration of $30,000 maturing on June 30, 2007.
- Issued 10% promissory notes for cash consideration of $55,000. These promissory notes are convertible into shares of common stock at $0.10 per share and a warrant to purchase the number of shares equal to 50% of the number of shares received by the lender on conversion at $0.30 per share. The warrant expires on December 31, 2010.
- Issued 10% promissory notes for cash consideration of $100,000 and $150,000 maturing on June 21, 2009 and June 29, 2009, respectively. The promissory notes are convertible into shares of common stock at $0.13 per share. In addition, the Company granted 750,000 shares of common stock to the lenders.
- Issued 255,000 shares of common stock pursuant to a fee agreement to provide financing services to the Company.
- Issued 125,000 shares of common stock to the Company to an investment banker for financing services.
- Agreed to issue 300,000 shares of common stock to a consultant in cancellation of a consulting agreement to provide investor communication and public relations services to the Company.
- Agreed to issue 500,000 shares of common stock to a consultant to provide corporate financing services to the Company until June 30, 2009. In addition, the Company agreed to issue a warrant to purchase 1,500,000 shares of common stock at $0.10 per share. The warrant expires on June 28, 2011.

For the period from July 1, 2007 to August 8, 2007, the Company had the following transactions:

- Issued 10% promissory notes for cash consideration of $400,000. These promissory notes are convertible into shares of common stock at $0.13 per share. In addition, the Company granted 1,200,000 shares of common stock to the lender.
- Granted a warrant to a consultant to purchase 1,000,000 shares of common stock at $0.20 per share until July 25, 2011 and stock options to the consultant to purchase 750,000 shares of common stock at $0.20 per share. The stock options vest in equal portions over a three year period and expire four years from the date of vesting. The consultant also agreed to provide services to the Company as Chief Executive Officer and President.
- Granted a warrant to a consultant to purchase 1,000,000 shares of common stock at $0.25 per share. The warrant expires on July 31, 2011.
- On August 8, 2007, the Company entered into a consulting agreement to purchase investor communications and public relations services until August 7, 2008. As consideration for these services, the Company agreed to issue 600,000 shares of common stock to the consultant.

The foregoing securities were issued in reliance upon the exemption provided by Section 4(2) under the Securities Act of 1933 and the rules promulgated thereunder.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

At June 30, 2007, the Company had not repaid or negotiated a further extension of the maturity date of June 30, 2006 for $20,012 of promissory notes. The Company has failed to make any additional payments of principal or interest. As at August 3, 2007, the amount outstanding pursuant to this promissory note was $24,912 including accrued interest of $4,900.

At June 30, 2007, the Company had not repaid or negotiated a further extension of the maturity date of June 30, 2007 for promissory notes for $25,000 and $5,000. As at August 3, 2007, the amount outstanding pursuant to these promissory notes was $31,011 including accrued interest of $1,011.

At June 30, 2007, the Company had not repaid or negotiated a further extension of the maturity date of June 30, 2007 for $93,861 (C$100,000) of promissory notes. As at July 31, 2007, the amount outstanding pursuant to these promissory notes was $100,549 (C$107,266) including accrued interest of $6,811 (C$7,266).

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

NONE

ITEM 5. OTHER INFORMATION

NONE

ITEM 6. EXHIBITS

Exhibit 10.1	Termination of Independent Consulting Agreement dated May 24, 2007
Exhibit 10.2	Consulting Agreement dated June 28, 2007
Exhibit 10.3	Amendment to Consulting Agreement dated July 25, 2007
Exhibit 10.4	Consulting Agreement dated August 1, 2007
Exhibit 31.a	Certification of President & Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
Exhibit 31.b	Certification of Chief Financial Officer, Secretary & Treasurer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
Exhibit 32.a	Certification of President & Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
Exhibit 32.b	Certification of Chief Financial Officer, Secretary & Treasurer pursuant to 18 U.S.C. section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

SIGNATURES

In accordance with the requirements of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

DATAJUNGLE SOFTWARE INC.

By: /s/ Edward Munden
Edward Munden
Chairman of the Board

Dated: August 13, 2007

In accordance with the Exchange Act, this report has been signed below by the following persons on behalf of the small business issuer and in the capacities and on the dates indicated.

/s/ Edward Munden
Edward Munden
Chairman of the Board
(principal executive officer)

Dated: August 13, 2007

/s/ Larry Bruce
Larry Bruce
Chief Financial Officer, Secretary & Treasurer
(principal financial officer and principal accounting officer)

Dated: August 13, 2007

Exhibit 10.1

TERMINATION OF INDEPENDENT CONSULTING AGREEMENT

BETWEEN

DataJungle Software Inc., a Nevada corporation having an office at 1 Hines Road, Suite 202, Ottawa, Ontario, K2K 3C7
(Hereinafter, the "**Company**")

AND

The Del Mar Consulting Group, Inc., a California corporation having an office at 12220 El Camino Real, Suite 400, San Diego, CA, 92130
(Hereinafter, "**Del Mar**")

WHEREAS:

i. The Company and Del Mar entered into an Independent Consulting Agreement dated the 14th day of August, 2006 (the "Agreement");
ii. Del Mar is obligated to provide certain services to the Company for the period to July 31, 2007 as specified in paragraph 2 of the Agreement;
iii. Company and Del Mar desire to terminate the Agreement prior to July 31, 2007.

THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Company and Del Mar agree as follows:

1. The Agreement will terminate effective May 31, 2007.

2. Del Mar will be entitled to a cash fee in accordance with the terms and conditions of the Agreement until May 31, 2007. Company acknowledges owing Del Mar cash fees of $48,000 for the eight month period from October 1, 2006 to May 31, 2007. The cash fee will be paid to Del Mar by the Company when the Company has sufficient cash resources to do so but in no event will payment in full be made later than December 31, 2007.

3. Del Mar will not be required to provide the Company any further consulting services as specified in paragraph 2 of the Agreement after termination of the Agreement on May 31, 2007.

4. Del Mar agrees that agreement by the Company to pay the cash fee in paragraph 2 above and receipt by Del Mar of 1,500,000 shares of common stock of the Company in accordance with paragraph 4.1 of the Agreement is full and complete compensation to Del Mar for services rendered to May 31, 2007.

5. Del Mar agrees to waive effective immediately any rights it may have pursuant to paragraphs 4.2, 4.5 and 5 of the Agreement.

6. The Company agrees to use its best efforts to assist Del Mar with removal of the restrictive legend after August 14, 2008 from the 1,500,000 shares of common stock of the Company held by Del Mar. The obligation of the Company pursuant to this paragraph will include providing any legal opinion required by the Company's transfer agent in order to the remove the restrictive legend.

In Witness Whereof, Company and Del Mar have executed this Termination of Independent Consulting Agreement this 24th day of May, 2007

The Del Mar Consulting Group, Inc.	**DataJungle Software Inc.**
______________________	______________________
Per:	Per:
	______________________
	Per:

Exhibit 10.2

CONSULTING AGREEMENT

BETWEEN

DATAJUNGLE SOFTWARE INC.
Having a place of business at
1 Hines Road, Suite 202
Ottawa Canada K2K 3C7

(hereinafter referred to as the "Company")

- AND -

Aodmorris & Associates LLC
Having a place of business at
955 Via Casitas
Greenbrae, CA 94094
(hereinafter referred to as the "Consultant")

WHEREAS: The Consultant has agreed to provide defined consulting services to the Company in its capacity as an independent contractor, and the Company desires to engage the Consultant in this capacity on the terms and conditions hereinafter set forth which are hereby agreed to by the Consultant.

THIS AGREEMENT witnesses that the parties have agreed that the terms and conditions of the relationship shall be as follows:

1. Services Contracted For

The Company hereby engages the Consultant, for the provision of services consistent with, but not necessarily limited to, that of corporate finance. The Consultant will keep in close contact with the Company through phone, e-mail, instant messaging and regular visits as required to perform the Consultant's mandate.

These services will include, but not necessarily limited to:

a) Identification and qualification of, and introduction of the Company to, potential sources of additional equity or convertible debt financing ("Financing")
b) Advice and assistance in the arranging of Financing from these potential sources, including assistance with the negotiation of the amount, structure and terms of the Financing, subject to the proviso that the acceptance of any amount, structure and terms of any Financing is in the sole discretion of the Company
c) Developing and maintaining contact and relationships on behalf of the Company with these sources of Financing
d) Advice regarding capital structure and restructuring, if any, of the Company
e) Strategic advice regarding product planning, market development, marketing and public relations;
f) Business development assistance including terms of possible transactions and suggestions during negotiations;

g) Sales assistance through the development of business models and sales strategies;
h) Introductions to potential strategic partners and other alliance candidates;
i) Introductions to prospective customers for the Company's products or services;
j) Review and advice concerning the technical orientation of existing and planned products or services; and
k) Participation and attendance at meetings with the Company's Board of Directors, management, customers, strategic partners and financing allies, as requested by the Company.

2. Compensation

(a) The Company will pay the Consultant a fee, subject to the following:

(i) A fee of $7,500 for services for the month of June 2007.

(ii) a fee of $7,500 per month payable in arrears contingent and commencing upon the Company raising $500,000 in gross proceeds of Financing.

(iii) When the Company has raised cumulatively $2,100,000 in gross proceeds of Financing, the fee will increase to $15,000 per month

(b) The Company and the Consultant each acknowledge that the Consultant is not a Securities Broker Dealer or a registered investment advisor. The Consultant is not in the business of raising financing, and will not be receiving any fees or compensation with respect to the raising of any financing by the Company. However, the Company and the Consultant each realize that the ability of the Company to pay any monetary compensation is subject to the working capital of the Company, which requires the raising of additional Financing by the Company.

(c) The Company will reimburse the Consultant for reasonable travel expenses incurred while performing its duties for the Company, subject that these travel expenses in excess of $100 are to be pre-approved by the Company. Except as otherwise expressly provided in writing, the Company and the Consultant agree that all expenses including all expenses of a transactional nature such as legal counsel, deposit requirements, and third party payments; and all other expenses of an operational nature, such as telephone, telefax, secretarial, office and entertainment, shall be borne by the party that incurs those expenses.

(d) The Company will issue to the Consultant (i) 500,000 restricted shares of the Company's common stock; and (ii) warrants for 1.5 million restricted shares of common stock of the Company with a term of 4 years, an exercise price of $0.10 per share, cashless exercise rights and a provision restricting conversion of these warrants if it would cause the aggregate number of shares of the Common Stock beneficially owned by the Consultant and its affiliates to exceed 4.99% of the outstanding shares of the Common Stock of the Company following such exercise.

(e) Upon the Company raising $500,000 in gross proceeds of Financing, the Company will reprice the exercise price of the Series C Warrants from $0.30 per share to $0.10 per share.

(f) Upon the request of David Morris during the term of this agreement, the Company agrees (x) to nominate David Morris as a director at its next annual general meeting subject to David Morris giving the Company sufficient notice to be able to include his nomination in the proxy statement; or (y) appoint David Morris to a vacant director's position, if there is any.

3. Term of Agreement

The term of this Agreement shall commence on the date hereof and shall remain in effect until June 30, 2009 or until terminated in accordance with the provisions of this Agreement.

4. Service Requirements

The Consultant agrees to provide the aforementioned services to the Company during the term of this Agreement. The Consultant shall provide such services as an independent contractor and shall not be deemed to be an employee of the Company for any purpose. In providing services as an independent contractor pursuant to the terms of this agreement, the Consultant shall render such services in accordance with the highest professional standards. The Consultant agrees to maintain records, as required and specified by the Company, and to provide reports to the Company concerning the services provided.

5. Termination

The parties understand and agree that this Agreement may be terminated in the following manner in the specified circumstances:

(a) by the Company, at any time, without notice or payment in lieu of notice, for just cause.

(b) by the Company, at any time, for any reason other than just cause, by paying the Consultant the remainder of the fees due under the terms of this Agreement, in a manner consistent with the payment terms of this Agreement.

(c) by the Consultant, at any time, upon providing the Company with one (1) month's notice. In such circumstances, the Consultant agrees to make every effort to assist the Company with transition issues during the said notice period. This notice requirement may be waived at the discretion of the Company.

6. Confidential/Proprietary Information

(a) The Consultant acknowledges that, in providing the services set out in this Agreement, it will acquire information about certain matters and things which are confidential and/or proprietary to the Company, and which information is the exclusive property of the Company including:

(i) lists of present and prospective customers, distributors, VARs, IMRs, and information related to the types of technology employed by these customers distributors, VARs, IMRs,;

(ii) pricing and sales policies, techniques and concepts;

(iii) revenue, financial and accounting information; and,

(iv) intellectual property and trade secrets.

(b) The Consultant acknowledges that the information referred to in paragraph (a) could be used to the detriment of the Company. Accordingly, the Consultant undertakes to treat confidentially all information and agrees not to disclose same to any third party either during the term of this engagement, except as may be necessary in the proper discharge of its responsibilities under this Agreement, or after the date of termination of this Agreement, however caused, except with the written permission of an officer of the Company.

(c) The Consultant acknowledges that, without prejudice to any and all rights of the Company, an injunction is a necessary effective remedy to protect the Company's rights and property as set out in subparagraphs (a) and (b).

7. Inventions, Discoveries & Industrial Designs

If, during the term of this Agreement or any renewal thereof, the Consultant should, directly or indirectly related to any of the Company's intellectual property, technology, products or solutions, (a) conceive or make any invention or discovery whether patentable or not; (b) become the author of any design capable of being protected as an industrial design, design patent or other design protection; (c) become the author of any work in which copyright may exist; or, (d) develop any confidential information which may be capable of being protected as a trade secret; and if such invention, discovery, industrial design, work or confidential information has been requested or has been developed as part of a request for the Company or its affiliated corporations (hereinafter collectively referred to as "the Company"), then such invention, discovery, industrial design, work or confidential information shall be the sole and exclusive property of the Company, and the Company shall enjoy a waiver of any and all moral rights in the work. The Consultant agrees that, during the term of this engagement by the Company and thereafter, it shall execute on demand any applications, transfers, assignments, waivers and/or other documents as the Company may consider necessary or advisable for the purpose of giving effect to such waivers of moral rights in favour of the Company, or vesting in the Company full title to such inventions, discovery, industrial design, work or confidential information, and to assist in every way possible in the prosecution thereof.

8. Non-Competition

(a) During the term of this Agreement and for a period of six months from the effective date of termination of this Agreement, howsoever caused, the Consultant agrees that it shall not:

- (i) be directly or indirectly engaged in any company or firm who competes in the business intelligence software sector;
- (ii) intentionally act in any manner that is detrimental to the relations between the Company and its dealers, distributors, VARs, IMRs, customers, employees or others; and/or,
- (iii) directly or indirectly solicit any of the customer's distributors, VARs, IMRs, of the Company or be connected with any person, firm or corporation soliciting or servicing any of the customers of the Company

(b) The Consultant acknowledges that, without prejudice to any and all rights of the Company, an injunction is a necessary effective remedy to protect the Company's rights and property as set out in subparagraph (a).

9. Severability

The validity or unenforceability of any provision or part of any provision of this Agreement or any covenant contained herein shall not affect the validity or enforceability of any other provision or part of any provision and any such invalid or unenforceable provision or part thereof or covenant shall be deemed to be severable.

10. Entire Agreement

This Agreement constitutes the understanding of the parties and supersedes and replaces all oral and written representations. This Agreement cannot be amended, modified or supplemented in any respect except by subsequent written agreement signed by both parties hereto.

11. Modification of Agreement

Any modification to this Agreement must be in writing and signed by the parties or it shall have no effect and shall be void.

12. Headings

The headings used in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and agreements contained in it.

13. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario.

14. Non-Assignable

This agreement shall not be assignable by the Consultant, unless to associated companies, without written approval by the Company and any assignment purported to be made by the Consultant in violation of this provision shall be void and of no effect. However, both the Company and the Consultant acknowledge that the Consultant is in the process of establishing a new company to which he may assign this agreement and any rights thereunder.

15. Notices

Any notice required or permitted hereunder shall be given in writing (unless otherwise specified herein) and shall be deemed effectively given upon personal delivery or upon receipt by the addressee by courier or by telefacsimile addressed to each of the other Parties thereunto entitled at the respective address listed below, with a copy by email, or at such other addresses as a Party may designate by ten days advance written notice:

If to the Consultant:

Aodmorris & Associates LLC
Attn: David Morris
955 Via Casitas
Greenbrae, CA 94094
Fax No: 1-415- 464-9951
Email: aodmorris@yahoo.com

If to the Company:

DataJungle Software Inc.
Attn: Edward J. Munden & Larry Bruce
1 Hines Road
Suite 202
Ottawa, Canada K2K 3C7
Fax No.: 613-254-7250
Email: ted.munden@datajungle.com
larry.bruce@datajungle.com

16. Counterparts & Telefacsimile

This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement. A telefacsimile of this Agreement may be relied upon as full and sufficient evidence as an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective the 28th day of June 2007.

DATAJUNGLE SOFTWARE INC.

____

Per: Edward J. Munden, Chief Executive Officer

____

Per: Larry Bruce, Chief Financial Officer

Aodmorris & Associates LLC

____

Per: David Morris

Exhibit 10.3

THIS AMENDMENT TO CONSULTING AGREEMENT

Dated effective this 25th day of July, 2007

BETWEEN

DataJungle Software Inc., having an office at 1 Hines Road, Suite 202, Ottawa, Ontario, K2K 3C7
(Hereinafter, "**DJSW**")

AND

Aodmorris & Associates LLC, having an office at 955 Via Casitas, Greenbrae, CA 94094
(Hereinafter, "**Aodmorris**")

WHEREAS:

i. DJSW and Aodmorris entered into a Consulting Agreement dated the 28th day of June, 2007 (the "Agreement")
ii. DJSW and Aodmorris desire to amend the Agreement (the "Amendment")

THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, DJSW and Aodmorris agree as follows:

1. Paragraph 1 (Services Contracted For) of the Agreement is deleted and replaced with the following:

The Company hereby engages the Consultant, for the provision of services consistent with, but not necessarily limited to, that of executive management and of corporate finance. The Consultant agrees that it will provide the services of David Morris to fulfil these responsibilities, who will assume the position of Chief Executive Officer and President. The appointment of David Morris to these positions will occur prior to July 27, 2007 and is subject to ratification by the Company's Board of Directors. The Consultant will keep in close contact with the Company through phone, e-mail, instant messaging and regular visits as required to perform the Consultant's mandate.

These services will include, but not necessarily limited to:

a) Identification and qualification of, and introduction of the Company to, potential sources of additional equity or convertible debt financing ("Financing")
b) Arrangement of Financing from these potential sources, including assistance with the negotiation of the amount, structure and terms of the Financing, subject to the proviso that the acceptance of any amount, structure and terms of any Financing is in the sole discretion of the Company
c) Developing and maintaining contact and relationships on behalf of the Company with these sources of Financing
d) Advice regarding capital structure and restructuring, if any, of the Company
e) Strategic advice regarding product planning, market development, marketing and public relations;
f) Business development assistance including terms of possible transactions and suggestions during negotiations;
g) Sales assistance through the development of business models and sales strategies;
h) Introductions to potential strategic partners and other alliance candidates;
i) Introductions to prospective customers for the Company's products or services;

j) Review and advice concerning the technical orientation of existing and planned products or services;
k) Such other duties and responsibilities as established by the Board of Directors of the Company and consistent with the positions of Chief Executive Officer and President; and
l) Participation and attendance at meetings with the Company's Board of Directors, management, customers, strategic partners and financing allies, as requested by the Company.

2. Paragraph 2(a)(ii) (Compensation) of the Agreement is deleted and replaced with the following:

(ii) a fee of $12,500 per month commencing upon the effective date of this Amendment.

3. Paragraph 2(c) (Compensation) of the Agreement is deleted and replaced with the following:

The Company will reimburse the Consultant for reasonable expenses incurred while performing its duties for the Company, subject to approval by the Board of Directors of the Company. Except as otherwise expressly provided in writing, the Company and the Consultant agree that all expenses including all expenses of a transactional nature such as legal counsel, deposit requirements, and third party payments; and all other expenses of an operational nature, such as telephone, telefax, secretarial, office and entertainment, shall be borne by the party that incurs those expenses.

4. Paragraph 2(d) (Compensation) of the Agreement is deleted and replaced with the following:

The Company will issue to the Consultant or to David Morris at the direction of the Consultant: (i) 500,000 restricted shares of the Company's common stock; (ii) warrants for 1.5 million restricted shares of common stock of the Company with a term of 4 years, an exercise price of $0.10 per share; (iii) warrants for 1.0 million restricted shares of common stock of the Company with a term of 4 years, an exercise price of $0.20 per share; and (iv) 750,000 stock options at an exercise price of $0.20 per share. All warrants will have cashless exercise rights and a provision restricting conversion of these warrants if it would cause the aggregate number of shares of the Common Stock beneficially owned by the Consultant and its affiliates to exceed 4.99% of the outstanding shares of the Common Stock of the Company following such exercise.

5. All other terms and conditions of this Amendment shall remain the same.

In Witness Whereof, Company and Aodmorris have executed this Amendment this 25th day of July, 2007.

Aodmorris & Associates LLC	**DataJungle Software Inc.**
_____________________	_____________________
Per: David Morris	Per: Edward Munden, Chairman
	_____________________
	Per: Larry Bruce, CFO

Exhibit 10.4

CONSULTING AGREEMENT

BETWEEN

DATAJUNGLE SOFTWARE INC.
Having a place of business at
1 Hines Road, Suite 202
Ottawa, Ontario, Canada K2K 3C7

(hereinafter referred to as the "Company")

- AND -

Craig A. Harper
Having a place of business at
475 Boyton Avenue
Berkeley, CA, 94707

(hereinafter referred to as the "Consultant")

WHEREAS: The Consultant has agreed to provide consulting services to the Company in its capacity as an independent contractor, and the Company desires to engage the Consultant in this capacity on the terms and conditions hereinafter set forth which are hereby agreed to by the Consultant.

THIS AGREEMENT witnesses that the parties have agreed that the terms and conditions of the relationship shall be as follows:

1. Services Contracted For

The Company hereby engages the Consultant, for the provision of services consistent with, but not necessarily limited to, that of chief technical officer. The President and Chief Executive Officer of the Company will assign tasks to the Consultant from time to time at his discretion. The consultant will assist the President and Chief Executive Officer in defining the strategic direction of the Company's product offerings and technology infrastructure, assessing the Company's technical team and products and make recommendations concerning technical initiatives. The Consultant will keep in close contact with the Company through phone, e-mail, instant messaging and regular visits as required to perform the Consultant's mandate.

2. Compensation

(a) The Company will pay the Consultant a fee of $10,000 USD per month payable in advance on the 1st day of each month.

(b) The Company will reimburse the Consultant for reasonable expenses incurred while performing its duties for the Company, subject to approval by the Company.

(c) The Company will issue to the Consultant or to an affiliate of the Consultant at the direction of Consultant, warrants to purchase 1,000,000 restricted shares of the Company's common stock with a term of four years at $0.25 per share upon signing of this Agreement and subject to approval by the Board of Directors of the Company. All warrants will have cashless exercise rights and a provision restricting conversion of these warrants if it would cause the aggregate number of shares of the Common Stock beneficially owned by the Consultant and its affiliates to exceed 4.99% of the outstanding shares of the Common Stock of the Company following such exercise. The warrants will include provisions permitting transfer of the warrants to another party subject to compliance with applicable securities laws. A permitted transfer of the warrants will include a transfer to the spouse of the Consultant upon death of the Consultant.

3. Term of Agreement

The term of this Agreement shall commence on the date hereof and shall remain in effect until July 31, 2008 or until terminated in accordance with the provisions of this Agreement.

4. Service Requirements

The Consultant agrees to provide the aforementioned services to the Company during the term of this Agreement. The Consultant shall provide such services as an independent contractor and shall not be deemed to be an employee of the Company for any purpose. In providing services as an independent contractor pursuant to the terms of this agreement, the Consultant shall render such services in accordance with the highest professional standards. The Consultant agrees to maintain records, as required and specified by the Company, and to provide reports to the Company concerning the services provided.

5. Termination

The parties understand and agree that this Agreement may be terminated in the following manner in the specified circumstances:

(a) by the Company, at any time, without notice or payment in lieu of notice, for just cause.

(b) by the Company, at any time, for any reason other than just cause, by providing the Consultant with one (1) months' notice.

(c) by the Consultant, at any time, upon providing the Company with one (1) month's notice. In such circumstances, the Consultant agrees to make every effort to assist the Company with transition issues during the said notice period. This notice requirement may be waived at the discretion of the Company.

6. Confidential/Proprietary Information

(a) The Consultant acknowledges that, in providing the services set out in this Agreement, it will acquire information about certain matters and things which are confidential and/or proprietary to the Company, and which information is the exclusive property of the Company including:

(i) lists of present and prospective customers, distributors, VARs, IMRs, and information related to the types of technology employed by these customers distributors, VARs, IMRs,;

(ii) pricing and sales policies, techniques and concepts;

(iii) revenue, financial and accounting information; and,

(iv) intellectual property and trade secrets.

(b) The Consultant acknowledges that the information referred to in paragraph (a) could be used to the detriment of the Company. Accordingly, the Consultant undertakes to treat confidentially all information and agrees not to disclose same to any third party either during the term of this engagement, except as may be necessary in the proper discharge of its responsibilities under this

Agreement, or after the date of termination of this Agreement, however caused, except with the written permission of an officer of the Company.

(c) The Consultant acknowledges that, without prejudice to any and all rights of the Company, an injunction is a necessary effective remedy to protect the Company's rights and property as set out in subparagraphs (a) and (b).

7. Inventions, Discoveries & Industrial Designs

If, during the term of this Agreement or any renewal thereof, the Consultant should, directly or indirectly related to any of the Company's intellectual property, technology, products or solutions, (a) conceive or make any invention or discovery whether patentable or not; (b) become the author of any design capable of being protected as an industrial design, design patent or other design protection; (c) become the author of any work in which copyright may exist; or, (d) develop any confidential information which may be capable of being protected as a trade secret; and if such invention, discovery, industrial design, work or confidential information has been requested or has been developed as part of a request for the Company or its affiliated corporations (hereinafter collectively referred to as "the Company"), then such invention, discovery, industrial design, work or confidential information shall be the sole and exclusive property of the Company, and the Company shall enjoy a waiver of any and all moral rights in the work. The Consultant agrees that, during the term of this engagement by the Company and thereafter, it shall execute on demand any applications, transfers, assignments, waivers and/or other documents as the Company may consider necessary or advisable for the purpose of giving effect to such waivers of moral rights in favour of the Company, or vesting in the Company full title to such inventions, discovery, industrial design, work or confidential information, and to assist in every way possible in the prosecution thereof. The Company agrees that this paragraph excludes any inventions, discoveries, industrial designs, patents, copyrights or confidential information relating to Consultant's current work with Apishere. Specifically excluded under this paragraph relating to Consultant's work with Apishere are time distance polygons, digital tripwires, geo-enabled messaging, geospatial tiling, geo-weighted profiling, privacy access controls relating to personal privacy security and protections, mobile phone / handset software, mobile device presentation, computing and processes relating thereto.

8. Non-Competition

(a) During the term of this Agreement and for a period of six months from the effective date of termination of this Agreement, howsoever caused, the Consultant agrees that it shall not:

- (i) be directly or indirectly engaged in any company or firm who competes in the business intelligence software sector;
- (ii) intentionally act in any manner that is detrimental to the relations between the Company and its dealers, distributors, VARs, IMRs, customers, employees or others; and/or,
- (iii) directly or indirectly solicit any of the customer's distributors, VARs, IMRs, of the Company or be connected with any person, firm or corporation soliciting or servicing any of the customers of the Company

(b) The Consultant acknowledges that, without prejudice to any and all rights of the Company, an injunction is a necessary effective remedy to protect the Company's rights and property as set out in subparagraph (a).

9. Severability

The validity or unenforceability of any provision or part of any provision of this Agreement or any covenant contained herein shall not affect the validity or enforceability of any other provision or part of any provision and any such invalid or unenforceable provision or part thereof or covenant shall be deemed to be severable.

10. Entire Agreement

This Agreement constitutes the understanding of the parties and supersedes and replaces all oral and written representations. This Agreement cannot be amended, modified or supplemented in any respect except by subsequent written agreement signed by both parties hereto.

11. Modification of Agreement

Any modification to this Agreement must be in writing and signed by the parties or it shall have no effect and shall be void.

12. Headings

The headings used in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and agreements contained in it.

13. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario.

14. Non-Assignable

This agreement shall not be assignable by the Consultant, unless to associated companies, without written approval by the Company and any assignment purported to be made by the Consultant in violation of this provision shall be void and of no effect. However, both the Company and the Consultant acknowledge that the Consultant is in the process of establishing a new company to which he may assign this agreement and any rights thereunder.

15. Notices

Any notice required or permitted hereunder shall be given in writing (unless otherwise specified herein) and shall be deemed effectively given upon personal delivery or upon receipt by the addressee by courier or by telefacsimile addressed to each of the other Parties thereunto entitled at the respective address listed below, with a copy by email, or at such other addresses as a Party may designate by ten days advance written notice:

If to the Consultant:

Craig A. Harper
475 Boyton Avenue
Berkeley, CA 94707
Email: craig.harper@apispheres.com

If to the Company:

DataJungle Software Inc.
Attn: David Morris & Larry Bruce
1 Hines Road
Suite 202
Ottawa, Canada K2K 3C7
Fax No.: 613-254-7250
Email: david.morris@datajungle.com
larry.bruce@datajungle.com

16. Counterparts & Telefacsimile

This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement. A telefacsimile of this Agreement may be relied upon as full and sufficient evidence as an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective the 1st day of August 2007.

DATAJUNGLE SOFTWARE INC.

Craig A. Harper

Per: David Morris, Chief Executive Officer

Per: Larry Bruce, Chief Financial Officer

Exhibit 31.a

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Edward Munden, certify that:

(1) I have reviewed this report on Form 10-QSB of DataJungle Software Inc.;
(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operation and cash flows of the small business issuer as of, and for, the periods represented in this report;
(4) The small business issuer's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the small business issuer and have:
  (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the small business issuer, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  (b) Evaluated the effectiveness of the small business issuer's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  (c) Disclosed in this report any change in the small business issuer's internal control over financial reporting that occurred during the small business issuer's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonable likely to materially affect, the small business issuer's internal control over financial reporting; and
(5) The small business issuer's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the small business issuer's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the small business issuer's ability to record, process, summarize and report financial information; and
  (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the small business issuer's internal controls over financial reporting.

/s/Edward Munden
Edward Munden
Chairman of the Board
Date: August 13, 2007

Exhibit 31.b

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Larry Bruce, certify that:

(1) I have reviewed this report on Form 10-QSB of DataJungle Software Inc.;

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operation and cash flows of the small business issuer as of, and for, the periods represented in this report;

(4) The small business issuer's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the small business issuer and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the small business issuer, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Evaluated the effectiveness of the small business issuer's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(c) Disclosed in this report any change in the small business issuer's internal control over financial reporting that occurred during the small business issuer's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonable likely to materially affect, the small business issuer's internal control over financial reporting; and

(5) The small business issuer's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the small business issuer's auditors and the audit committee of the small business issuer's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the small business issuer's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the small business issuer's internal controls over financial reporting.

/s/ Larry Bruce
Larry Bruce
Chief Financial Officer,
Secretary and Treasurer
Date: August 13, 2007

Exhibit 32.a

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), the undersigned officer of DataJungle Software Inc. (the “Company”), does hereby certify, to such officer’s knowledge, that:

The Report on Form 10-QSB for the six months ended June 30, 2007 (the “Form 10-QSB”) of the Company fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934 and the information contained in the Form 10-QSB fairly presents, in all material respects, the financial condition and results of operations of the Company as of, and for, the periods presented in the Form 10-QSB.

Dated: August 13, 2007

/s/Edward Munden
Edward Munden
Chairman of the Board

The foregoing certification is being furnished as an exhibit to the Form 10-QSB pursuant to Item 601(b)(32) of Regulation S-B and Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code) and, accordingly, is not being filed as part of the Form 10-QSB for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

Exhibit 32.b

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), the undersigned officer of DataJungle Software Inc. (the “Company”), does hereby certify, to such officer’s knowledge, that:

The Report on Form 10-QSB for the six months ended June 30, 2007 (the “Form 10-QSB”) of the Company fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934 and the information contained in the Form 10-QSB fairly presents, in all material respects, the financial condition and results of operations of the Company as of, and for, the periods presented in the Form 10-QSB.

Dated: August 13, 2007

/s/Larry Bruce
Larry Bruce
Chief Financial Officer, Secretary and Treasurer

The foregoing certification is being furnished as an exhibit to the Form 10-QSB pursuant to Item 601(b)(32) of Regulation S-B and Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code) and, accordingly, is not being filed as part of the Form 10-QSB for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.