

PIXELPUSHER™ SOFTWARE LICENSE AGREEMENT

This document is a legal agreement (the “Agreement”) between you (“Licensee”), and EYETALK SYSTEMS, INC. (“EYETALK SYSTEMS”). Please read this Agreement carefully before using, running, viewing, or opening any of the files contained on the CDROM, or downloaded .exe, .msi or .zip file (“Technical Package”) provided by EYETALK SYSTEMS. By downloading or installing the Technical Package on a computer, or by using, running, viewing, or opening any of the files contained in the Technical Package, you agree to be bound by the terms of this Agreement. If you do not agree to these terms, promptly destroy or return to EYETALK SYSTEMS all copies of the Technical Package. This Agreement covers your rights and responsibilities with regard to the contents of the Technical Package, which may include one or more of the following: EYETALK SYSTEMS firmware (“Firmware”), EYETALK SYSTEMS operating system drivers (“Drivers”), and EYETALK SYSTEMS application software (“Application Software”). The Firmware, Drivers, and/or the Application Software may be provided in object code and/or source code form.

1. LICENSE GRANTS

1.1 Source Code. This section applies only to the Software Development Kit (SDK), supplied by EYETALK SYSTEMS in source code form. EYETALK SYSTEMS hereby grants to Licensee a limited, personal, non-exclusive, non-transferable, license, for internal use only, to reproduce, create derivative works from, and compile the source code of the SDK, and derivative works thereof, for the sole purpose of creating custom software to interface with the EYETALK SYSTEMS PixelPusher™ application software and hardware device. EYETALK SYSTEMS shall remain the sole owner of all right, title, and interest in and to the SDK and object code compiled from the SDK, and all intellectual property rights associated therewith (including, without limitation, patent, trademark, copyright, trade secret, and any other proprietary rights). Licensee shall own any derivative works of the SDK, subject to EYETALK SYSTEMS ownership of the underlying Source Code and object code. Licensee shall reproduce and include EYETALK SYSTEMS copyright and any other proprietary legends in and on every copy in any form of the (i) SDK, (ii) object code compiled from the SDK, and (iii) derivative works of any of the foregoing.

1.2 Object Code. This section applies to all software, whether Firmware, Drivers, and/or Application Software, supplied by EYETALK SYSTEMS in object code or executable form (“Object Code”). EYETALK SYSTEMS hereby grants to Licensee a limited, personal, non-exclusive, non-transferable license, for internal use only, to reproduce and display the Object Code in connection with Licensee’s use of the EYETALK SYSTEMS PixelPusher™ hardware device. Licensee does not have the right to modify or create derivative works of the Object Code. EYETALK SYSTEMS shall remain the sole owner of all right, title, and interest in and to the Object Code and all intellectual property rights associated therewith (including, without limitation, patent, trademark, copyright, trade secret, and any other proprietary rights). EYETALK SYSTEMS shall remain the sole owner of all right, title, and interest in and to the Object Code, and all intellectual

property rights associated therewith (including, without limitation, patent, trademark, copyright, trade secret, and any other proprietary rights).

1.3 Third Party Restrictions. Licensee shall use best efforts, but in no case less than commercially reasonable efforts, to keep the Source Code confidential, and not to disclose to any third party, directly or indirectly (including, but not limited to, through Licensee's employees, representatives, agents and independent contractors), the Source Code. Licensee shall not disclose, or grant access to, the Source Code to any third-party manufacturer. Licensee shall not, and shall not knowingly encourage or permit other to, reverse engineer, decompile, disassemble, or otherwise attempt to determine the source code of protocols from the Object Code except and only to the extent permissible by applicable law despite such prohibition.

1.4 No Other Rights. Licensee acknowledges that the Firmware, Drivers, and Application Software are the property of EYETALK SYSTEMS. EYETALK SYSTEMS grants to Licensee no license to any patents, copyrights, trade secrets, trademarks, or any other intellectual property rights, by implication, estoppel or otherwise, in the Firmware, Drivers, and Application Software other than as expressly set forth in this Agreement.

2. DISCLAIMER OF WARRANTY AND SUPPORT

LICENSEE UNDERSTANDS AND AGREES THAT THE FIRMWARE, DRIVERS, AND APPLICATION SOFTWARE ARE PROVIDED "AS IS." EYETALK SYSTEMS AND ITS SUPPLIERS MAKE, AND LICENSEE RECEIVES, NO WARRANTIES IN CONNECTION WITH THE FIRMWARE, DRIVERS, AND APPLICATION SOFTWARE PROVIDED PURSUANT TO THIS AGREEMENT, EXPRESS, IMPLIED, STATUTORY OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR COMMUNICATION BETWEEN EYETALK SYSTEMS AND LICENSEE. EYETALK SYSTEMS AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE FIRMWARE, DRIVERS, AND APPLICATION SOFTWARE, AND THE USE, OPERATION OR SUPPORT OF THE FIRMWARE, DRIVERS, AND APPLICATION SOFTWARE.

3. LIMITATION OF LIABILITY

IN NO EVENT SHALL EYETALK SYSTEMS OR ITS SUPPLIERS BE LIABLE TO LICENSEE, OR ANY OTHER PERSON OR ENTITY, FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES ARISING FROM THE LOSS OF USE, DATA OR PROFITS, EVEN IF EYETALK SYSTEMS AND/OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EYETALK SYSTEMS AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT, NEGLIGENCE OR OTHERWISE, ARISING MORE THAN ONE (1) YEAR PRIOR TO INSTITUTION OF LEGAL PROCEEDINGS THEREON. IN NO EVENT SHALL EYETALK SYSTEMS' OR ITS SUPPLIERS' LIABILITY ARISING OUT OF OR

RELATING TO THIS SOFTWARE LICENSE AGREEMENT EXCEED THE AMOUNT OF LICENSE FEES PAID BY LICENSEE UNDER SUCH SOFTWARE LICENSE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO LIABILITY FOR ANY DAMAGES.

4. TERM OF THE AGREEMENT

This license is effective until terminated. Either party may terminate this Agreement at any time upon written notice. Upon termination of this Agreement, all licenses granted herein shall terminate, and Licensee shall, within fifteen (15) days, discontinue all use of the Firmware, Drivers, and Application Software, and shall, at EYETALK SYSTEMS' option, either return to EYETALK SYSTEMS or destroy the original and all copies of the Firmware, Drivers, and Application Software. The following sections shall survive any termination of this Agreement: 1.3, 1.4, 2, 3, 4.

5. MISCELLANEOUS

5.1 Assignment. Licensee may not assign this Agreement or any rights or obligations hereunder, directly or indirectly, by operation of law or otherwise, without the prior written consent of EYETALK SYSTEMS. Any such attempted assignment shall be void.

5.2 Notices. All notices between the parties shall be in writing and shall be deemed to have been given if personally delivered or sent by certified or registered mail (return receipt), or by traceable small parcel delivery means to the address set forth as follows, or such other address as is provided by notice as set forth herein:

EYETALK SYSTEMS, INC.
Attn: Legal Department
113 Executive Drive, Suite 125
Sterling, Virginia 20166 USA

Notices shall be deemed effective upon receipt or, if delivery is not effected by reason of some fault of the addressee, when tendered.

5.3 Governing Law; Forum Selection. This Agreement is governed by the laws of the State of Virginia, as applied to contracts made and to be performed in Virginia. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the state and federal courts within Fairfax County, Virginia, and the parties consent to the personal and exclusive jurisdiction of these courts.

5.4 Severability. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severed from this Agreement and shall not affect the validity or enforceability of the remaining provisions of this Agreement. This Agreement is the complete statement of the Agreement and supersedes any proposal or prior communication between the parties relating to the subject matter of

this Agreement. If Licensee has any questions regarding this Agreement, Licensee may contact EYETALK SYSTEMS.

5.5 Waiver. The waiver of, or failure to enforce, any breach or default hereunder shall not constitute the waiver of any other or subsequent breach or default.

5.6 Entire Agreement. This Agreement sets forth the entire Agreement between the parties and supersedes any and all prior proposals, agreements, and representations between them, whether written or oral. This Agreement may be changed only by mutual agreement of the parties in writing.