

1. GRANT OF LICENSE TO USE THE SOFTWARE

TECHSEE hereby grants to Customer a non-exclusive, not assignable and non-transferable license to access and use the Software and described in the Order Form ("the Order Form") for the use of customer support representatives, subject to the terms and conditions herein. Except for those rights specifically granted to Customer by this Agreement, no other rights in connection with the Software are granted herein. The license granted herein will terminate automatically when this Agreement terminates.

During the term of this Agreement, TECHSEE shall host the Software so that it is available to Customer through the public Internet, and shall maintain and support the Software and use reasonable efforts promptly to correct any bugs and other nonconformities identified by Customer.

2. TERM

The license granted herein shall commence and expire as defined in the Order Form.

3. CONSIDERATION AND FEES

In consideration for the license, Customer shall pay TECHSEE such fees and on such dates as stipulated in the Order Form.

4. LIMITATIONS ON THE LICENSE

Except for the license granted to the Customer by this Agreement, TECHSEE retains all ownership rights of any kind relating to the Software and/or to any related intellectual property rights as well as any ancillary documentation and any upgrades, updates, future versions, etc. The Customer shall to the extent TECHSEE elects to deliver one or more copies of the Software to Customer:

- Keep the Software, including its content, confidential, except as required for the implementation and intended use of the Software, using the same standards of confidentiality that the Customer uses to protect his own

proprietary confidential information to at least a reasonable degree of care. The terms of this paragraph shall survive the termination of this Agreement.

- Advise TECHSEE immediately if the Software is disclosed to someone who is not licensed to receive it. The Customer undertakes NOT TO:
- Market, sublicense, transfer or otherwise distribute the Software, or any part of it, to any third party in any form, without TECHSEE consent.
- Develop or manufacture products which are derived from TECHSEE's Software, or any part of it; or
- Translate, decompile, reverse engineer, disassemble, modify, copy, alter, merge into other software, reproduce, rent, lease, lend, distribute, remarket or otherwise dispose of any part of the Software.
- Allow, by act or by fault, any third party to take any of the above actions described in this section regarding the Software.
- Use the Software for any commercial purpose or in any other way not specifically authorized hereunder.

5. LIMITATION OF LIABILITY

TECHSEE strictly limits its responsibility for the Software, as follows:

The Software is being delivered to the Customer "AS IS", and TECHSEE makes no warranty for its use or performance. However, TECHSEE does represent and warrant to the Customer that to TECHSEE's knowledge, the Software and its use does not infringe any intellectual property right of any third party.

TECHSEE DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS OF USING THE SOFTWARE. TECHSEE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ABOUT MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS PROVIDED ELSEWHERE IN THIS AGREEMENT, IN NO EVENT WILL TECHSEE BE LIABLE TO THE CUSTOMER FOR ANY DAMAGE OR EXPENSE RESULTING FROM USING THE SOFTWARE, INCLUDING, WITHOUT LIMITATIONS, FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY OTHER DAMAGE, OR FOR ANY CLAIM BY ANY THIRD PARTY EVEN IF TECHSEE'S REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT DEROGATING FROM THE ABOVE, TECHSEE IS NOT RESPONSIBLE IF THE CUSTOMER MODIFIES THE SOFTWARE, USES THE SOFTWARE IN CONJUNCTION WITH ANY NON SPECIFICALLY APPROVED SOFTWARE AND/OR HARDWARE OR USES THE SOFTWARE FOR ANY NON SPECIFICALLY PERMITTED USE. TO THE EXTENT THAT IN A PARTICULAR CIRCUMSTANCE ANY DISCLAIMER OR LIMITATION ON DAMAGES OR LIABILITY SET FORTH HEREIN IS PROHIBITED BY APPLICABLE LAW, THEN, INSTEAD OF

THE PROVISIONS HEREOF IN SUCH PARTICULAR CIRCUMSTANCE, SUCH DAMAGES OR LIABILITY SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO TECHSEE DURING THE PREVIOUS TWELVE (12) MONTHS.

6. CONFIDENTIALITY

(a) Confidential Information. Each party acknowledges and understands that it will obtain Confidential Information and products relating and/or belonging to the other party, which is of a confidential and of proprietary nature from the other party. "Confidential Information" as used in this Agreement means information of any kind that is disclosed to the receiving party or any of its affiliates by the disclosing party or any of its affiliates in oral, written, graphic, machine recognizable matter. Confidential Information shall include the contents of this Agreement, any technical data, specification, design, prices, or other technical or commercial information pertaining to each of the parties or data relating to the business, affairs, or financial conditions of the disclosing party or its affiliates or information that otherwise should be reasonably understood to be confidential (collectively "Confidential Information"). Each party and its personnel will maintain in strict

confidence, and will use and disclose to third parties only as authorized by the other party, all Confidential Information of the other party, including without limitation any materials that it may receive in connection with any work performed under this Agreement. Upon termination of this Agreement, or upon any earlier written request from a party, each party will return to the other party all information and materials promptly that were provided by or on behalf of the other party, without retaining any copies of any such information or materials. Each party will also erase or destroy any such information or materials stored in computer memory or any other data storage media or apparatus. Each party will provide the other party with a letter, executed by a duly authorized officer, confirming that all such information and materials, whether in original or copied form, have been so returned or destroyed.

(b) Exceptions. Disclosed information will not be deemed confidential hereunder if: (i) it is now or later becomes publicly known, other than through the fault of the receiving party; (ii) it is known to the receiving party at the time of disclosure; (iii) it is rightfully obtained by the receiving party from a third party without restriction and without breach of this proposal or any similar agreement.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

The intellectual property rights in the Software as supplied to the Customer by TechSee, including any enhancements and modifications thereof, shall be the absolute property of, and shall vest and remain vested, in TechSee. Nothing in this Agreement is intended to grant to the Customer any rights with respect to the Software. For the avoidance of doubt, the Customer shall have no rights in and to any modifications, enhancements or any derivative works created by or on behalf of the Customer, if any, relating to the Software, all of which (and all copyright and other intellectual property rights therein) shall belong to TechSee and/or TechSee's respective licensors.

8. CERTAIN RISKS

By using the Software on the Internet, the Customer may be subject to various risks, including among others:

- X Spoofing, eavesdropping, sniffing, spamming, breaking passwords, harassment, fraud, forgery, electronic trespassing, tampering, hacking, nuking, system contamination including without limitation use of viruses, worms and Trojan horses causing unauthorized, damaging or harmful access and/or retrieval of information and data on the Customer's computer and other forms of activity that may even be considered unlawful.
- X Exposure to objectionable material and/or parties, including without limitation, contaminated files.
- X Unauthorized exposure of information and material the Customer listed or sent, on or through our system to other users, the general public or any other specific entities for which the information and material was not intended by the Customer.
- X Unauthorized invasion of the Customer's privacy during, or as a result of, the Customer's use or another's use of the system.
- TECHSEE shall employ reasonable commercially available technologies to secure the Software and its systems, computers, internal network and server but does not guarantee the security of the Software or its systems, computers, internal network and server beyond employing such commercially available technologies.

9. TERMINATION

Notwithstanding anything to the contrary, the Customer's rights to use the Software and services according to this Agreement shall be null and void automatically and

immediately if the Customer commits a material breach of this Agreement that is not cured within 30 days. Such termination shall not prejudice any other remedy or right of TECHSEE. Upon termination, the Customer, including any of its employees, directors and officers must immediately stop using the Software and destroy all copies (and partial copies) of the Software and any material related thereto.

10. GENERAL PROVISIONS

This is the complete agreement between TECHSEE and the Customer. This Agreement will be governed by the laws of the State of New York, and any disputes will be exclusively submitted to the courts in New York.

If any part of this Agreement is found void and unenforceable, the balance of this Agreement will remain valid and enforceable. The Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations. No rights created under this Agreement may be assigned or transferred by the Customer to anyone without TECHSEE's prior written consent. Notwithstanding the foregoing, this Agreement, including without limitation any data obtained pursuant to this Agreement, may be assigned by TECHSEE without the consent of the Customer in the event of a merger or acquisition of substantially all of its assets, shares or business and/or in any other similar event. The Customer agrees that this Agreement is not intended to confer and does not confer any rights or remedies upon any person other than the parties to this Agreement. Failure to enforce a provision does not mean that the provision has been waived.