

The license agreement for VISE X for **Mac OS X** follows on the next three pages. Carefully read over the Agreement and fill in **all blanks** with the appropriate information. **The license agreement is intended to cover distribution of one product.** If you need licensing information that covers multiple products, please call (402) 323-6600 or e-mail support@mindvision.com for details.

This license agreement is ONLY needed if you are purchasing VISE X for Mac OS X and are going to ship commercial software. It is not needed if you wish to purchase the Windows version of Installer VISE, or you will be using VISE X only for Inhouse/Educational purposes. Simply fill out our Order Form for purchasing these options. The Order Form is available on our web site for downloading.

1. Read over the license agreement.
2. Fill in the date and your company name on page 1.
3. Fill in the appropriate quantity license, product name, company address on page 3.
4. Sign and date on page 3.
5. Return the agreement to MindVision, either by fax or mail. Be sure to include payment, either by VISA, MasterCard, Amex, Discover, or company check. You can also wire transfer the payment. Contact us for details.

As soon as we have received the signed agreement and payment we will fax or e-mail your registration information so you can begin using VISE X immediately. We will also mail to you an invoice and a copy of the agreement.

DR MyCommerce, Inc.
Attn: Accounts Receivable
Lockbox 88739
88739 Expedite Way
Chicago, IL 60695-0001

Fax: +1 402-323-6611

WISE X for Mac OS X SOFTWARE LICENSE AGREEMENT

This agreement, dated the _____ day of _____, 20_____, is made and entered into by and between DR MyCommerce, Inc. d/b/a MindVision ("MindVision"), a Delaware corporation with offices at 10380 Bren Road West, Minnetonka, MN 55343, US, and the below identified Customer ("Customer").

1. Grant of License

MindVision grants Customer a non-transferable, non-exclusive worldwide license to use MindVision's WISE X for Mac OS X computer software (the "Software") for the purpose of distributing Customer's own computer software and to copy and distribute those portions of WISE X which are automatically embedded into Customer's software, subject to the terms and conditions of this agreement. Legal title to the Software and Software documentation provided under this agreement shall remain in MindVision as its sole property, subject to Customer's rights as specified in this agreement.

2. Use of Software

- a. MindVision represents that it is the owner of the Software and that it has the right to grant the License. The parties agree that the Software is the sole and exclusive property of MindVision, including all applicable rights to patents, copyrights, trademarks and trade secrets and is provided for Customer's exclusive use for the purposes of this agreement.
- b. Customer will not remove any designation mark from any supplied material that identifies such material as belonging to or developed by MindVision. Customer agrees not to disassemble, decompile, reverse engineer or otherwise reduce the Software to perceptible form.
- c. The term of this license is a one year period commencing on the date of this agreement, and continuing thereafter for a successive one year period subject to Paragraph "d" of this section, and to the terms and conditions of this agreement, unless terminated in accordance with provisions of Section 5.
- d. This Agreement shall be automatically renewed for additional one (1) year periods unless Customer notifies MindVision, in writing, of its desire to discontinue this Agreement at least thirty (30) days prior to the expiration of a term of this Agreement. If Customer does not notify MindVision of the intent to discontinue this Agreement at least thirty (30) days prior to expiration of a term of this Agreement, Customer will be obligated to pay the renewal fee regardless of whether Customer makes use of the Software. The license fee for each renewal term shall be MindVision's then current fees for the license option selected in Schedule A. MindVision shall send notice to Customer thirty (30) days in advance of the expiration of a renewal term for the license fee due for the next renewal term. Each such notice shall be paid prior to expiration of license. Overdue balances shall bear interest at the rate of one and one-half percent (1 1/2%) per month from the license expiration date.

3. Terms of Payment

- a. Customer shall pay one flat fee per year for use of the Software. The fee is indicated in Schedule A, attached to this document. Customer agrees to pay MindVision the license fee in advance. Customer agrees that the license is solely for a single product of the Customer's indicated in Schedule A and its enhancements and successors.
- b. If customer wishes to upgrade to a greater number of copies per year license, the price will be 125% of the price difference between the two licenses.

- c. Demo copies of Customer's software shall not be counted toward the total number of copies allowed under this license.

4. **Warranty**

- a. EXCEPT AS EXPRESSLY SET FORTH HEREIN, MINDVISION MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In the event MindVision fails to remedy material defects in the Software, Customer's sole remedy shall be to receive a refund of any license fees paid hereunder for the current term of this License.
- b. MINDVISION SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE TO LICENSEE OR ANY SUB-LICENSEES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES EVEN IF MINDVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MINDVISION 'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER EXCEED THE PAYMENTS MADE BY CUSTOMER TO MINDVISION UNDER THIS AGREEMENT.
- c. MindVision shall be relieved of any and all obligations with respect to this section for any portions of the Software that are revised, changed, modified, or maintained by anyone other than MindVision.

5. **Default**

Either party has the right to terminate this agreement and any license granted, on written notice to the other party if such other party (1) materially fails to perform any of its obligations under this agreement, and if such failure remains uncured for a period of 30 days, or (2) takes action to liquidate and dissolve, become insolvent, suffers an appointment of a receiver, assigns all or part of its assets for the benefit of creditors, or is involved in any proceeding (voluntary or involuntary) under any bankruptcy or insolvency laws. On any such termination by MindVision, Customer agrees to make no further use of the Software.

6. **Governing Law**

Each Agreement shall be governed by the laws of the State of Minnesota in the United States without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of the Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America. The Parties specifically disclaim application of the United Nations Convention on the International Sale of Goods, 1980.

7. **Assignment**

This agreement shall be binding and shall be for the benefit of the parties and their respective successors, and permitted assignees, and not for the benefit of any other person or legal entity. Customer, however, shall not assign this agreement or rights or obligations under the agreement without first obtaining the prior written consent of MindVision. Such consent shall not be unreasonably withheld.

8. **Relationship of Parties**

Each party is an independent contractor and not an agent or partner of, or joint venturer with, the other party for any purpose, and neither party shall by virtue of this agreement have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

9. **Notices**

Any notices provided under this Agreement shall be in writing and shall reference this Agreement, and shall be delivered either by personal delivery, by certified mail, postage pre-paid and return receipt requested, or by nationally recognized express courier which provides a written proof of delivery, to the address set forth on the first page of the Agreement, with a copy sent to DR MyCommerce, Inc. d/b/a MindVision, 10380 Bren Road West, Minnetonka, MN 55343, ATTN: General Counsel. A copy of a notice may be sent via confirmed fax (copies of notice by confirmed fax to MindVision shall be sent to 952-674-4444). Notice shall be deemed effective upon the delivery (as evidenced by the delivery receipt).

Customer: _____

ATTN: _____

Phone Number (required): _____

E-mail address (required): _____

In witness whereof, each party has caused this agreement to be executed by its authorized representative on the dates indicated below:

MindVision Software

Printed Name

Date

Customer Signature

Printed Name

Date

Schedule A

License Fee:

- Up to 20,000 copies per year \$650.00 per year
- Up to 60,000 copies per year \$1,500.00 per year
- Over 60,000 copies per year (call us for details)
- _____

Name of your product being distributed using VISE X:

This license agreement is intended to cover distribution of ONE product. If you wish to purchase a site license, or a multiple product license, please call (402) 323-6600 or e-mail support@mindvision.com for details.