

**FIRST DRAFT**

**TECHNOLOGY LICENSE AGREEMENT**

between

**IVIEWIT.COM, INC.**

and

**THE MTVI GROUP**

July \_\_\_\_\_, 2000

CONFIDENTIAL

# TECHNOLOGY LICENSE AGREEMENT

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## TECHNOLOGY LICENSE AGREEMENT

*This Technology License Agreement* (“this Agreement”) is made as of July \_\_\_\_\_, 2000 (“Effective Date”), by and between **IVIEWIT.COM, INC.**, a corporation organized and existing under the laws of the State of Delaware and having its principal place of business at One Boca Place, 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (“IVIEWIT”), and **THE MTVI GROUP**, a business unit of MTVI Networks (which is jointly owned by Viacom Inc. and Liberty Digital Inc.), and having its principal place of business at 770 Broadway, 10th Floor, New York, New York 10003 (“MTVI”).

*Whereas*, IVIEWIT has developed and owns certain technology related to video streaming via the Internet;

*Whereas*, MTVI desires to acquire from IVIEWIT a nonexclusive license to employ such technology in MTVI’s field of use; and

*Whereas*, IVIEWIT is willing to grant such a nonexclusive license to MTVI in exchange for royalty payments, and for other good and valuable consideration.

*Now, therefore*, in consideration of the foregoing and the mutual promises hereinafter set forth, the Parties agree as follows:

### 1. DEFINITIONS

As used in this Agreement, the following terms have the meanings indicated:

#### 1.1 GENERAL

The terms set forth in quotation marks above shall have the meanings ascribed to them above. IVIEWIT and MTVI may be referred to herein either individually as a “Party” or collectively as “Parties” to this Agreement, as the context may require.

#### 1.2 AFFILIATE

The term “Affiliate” of a Party shall mean any company or entity which controls, is controlled by, or is under common control with such Party at the time in question, where the term “control” denotes a direct or indirect ownership interest of fifty-one percent (51%) or more of the voting securities (or other comparable ownership interest if such company or entity is not a publicly traded corporation) of such other company or entity.

#### 1.3 SUBSIDIARY

The term “Subsidiary” of a Party shall mean any company or entity which is controlled by such Party at the time in question, where the term “control” denotes a direct or indirect ownership interest of fifty-one percent (51%) or more of the voting securities (or other comparable ownership interest if such company or entity is not a publicly traded corporation) of such other company or entity.

#### 1.4 IVIEWIT TECHNOLOGY

The term "IVIEWIT Technology" shall mean all technical information and know-how that: (a) has been developed or acquired by IVIEWIT or its Affiliates; and (b) that is or has been provided, directly or indirectly, by IVIEWIT to MTVI; and (c) that relates to the inventions, discoveries, and improvements described in the patent applications set forth in Exhibit A, which is attached hereto and made a part hereof. The term "IVIEWIT Technology" shall include all such technical information and know-how defined by (a), (b), and (c) above, whether or not in written or tangible form, and whether or not protected or eligible for protection under any patent, copyright, trade secret, or other intellectual property laws of the United States or elsewhere.

#### 1.5 IVIEWIT PATENT RIGHTS

The term "IVIEWIT Patent Rights" shall mean those legal rights arising out of or resulting from: (a) any and all inventions, discoveries, and improvements described in the patent applications set forth in Exhibit A; and (b) any U.S. and foreign patent applications, and any continuation, divisional, and continuation-in-part applications thereof, that may be applied for by IVIEWIT for such inventions, discoveries, and improvements; and (c) any U.S. and foreign patents, and any extensions, reissues, or reexaminations thereof, that may issue from such patent applications.

#### 1.6 LICENSED TECHNOLOGY

The term "Licensed Technology" shall mean any process, and any product produced thereby, of converting any video media (e.g., VHS, S-VHS, or Beta SP media) into any Internet streaming video media (e.g., Real Player, Windows Media Player, or QuickTime) that cannot, in the absence of this Agreement, be performed, developed, manufactured, used, offered for sale, imported, or sold without: (a) infringing one or more subsisting and unexpired claim or claims of any issued patent included within the IVIEWIT Patent Rights, or (b) utilizing any part of IVIEWIT Technology not otherwise included within IVIEWIT Patent Rights.

#### 1.7 FIELD OF USE

The term "Field of Use" shall mean the field of Internet communications, which shall be defined as the field of technology pertaining to transmission and/or reception of any type of information over the Internet. The term "Field of Use" shall specifically include the fields of streaming video via the Internet, music distribution via the Internet, video conferencing via the Internet, and other Internet-based media. The term "Field of Use" shall specifically exclude the fields of radio communications, television broadcasting, CDROM production or distribution, and other non-Internet-based media.

#### 1.8 CONFIDENTIAL INFORMATION

The term "Confidential Information" shall mean any and all proprietary and/or confidential information of IVIEWIT that may be accessed by or disclosed to MTVI at any time and from time to time during the term of this Agreement. Confidential Information includes, but is not limited to, information concerning the business, customers, markets,

products, technology, operations, financial structure, and assets of a Party, and specifically includes such items as customer and vendor lists, employee lists, financial and business data, technical, engineering, and research and development information, market research, analysis, and data, trade secrets and know-how.

## 2. TECHNOLOGY TRANSFER AND ASSISTANCE

(to be completed later)

### 2.1 TECHNOLOGY TRANSFER

Patent applications will be provided (later or with this Agreement?)

Specify equipment to use

Specify software to use

Technical consulting as needed for one week

### 2.2 TRAINING

One week training/consulting

Training free if at IVIEWIT

They pay costs if elsewhere

### 2.3 SUPPORT

#### 2.3.1 INITIAL SUPPORT

Tech support free for first 90 days

#### 2.3.2 ONGOING SUPPORT

Ongoing support at \$65 per hour thereafter

### 2.4 CONDITION

IVIEWIT Technology provided in "AS-IS" condition

## 3. LICENSE AND ROYALTIES

### 3.1 GRANT OF LICENSE

IVIEWIT hereby grants to MTVI and its Subsidiaries a nonexclusive, royalty-bearing, worldwide right and license, excluding the right to sublicense, under IVIEWIT Technology and IVIEWIT Patent Rights, to perform, make, have made for MTVI, use, offer for sale, import, and sell Licensed Technology in the Field of Use, subject to the terms of this Agreement.

### 3.2 INITIAL ROYALTY

In partial consideration for the right and license granted pursuant to Section 3.1 above, MTVI shall pay to IVIEWIT a nonrefundable initial royalty upon execution of this Agreement in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), of which \_\_\_\_\_ percent (\_\_\_\_%) may be credited against royalties payable by MTVI under Section 3.3 below, provided that such credit, when aggregated with any other offsets and credits allowed under this Agreement, shall not result in a reduction of more than fifty percent (50%) of the quarterly payment of royalty due hereunder; and any unused credit may be carried forward to use as a credit against future royalties due hereunder, so long as any portion of such credit remains unused. The initial royalty described in this Section is consideration for the technology transfer and grant of the license hereunder, and IVIEWIT shall have no obligation to return any portion of such initial royalty, notwithstanding any failure by MTVI to use any Licensed Technology, and notwithstanding the volume of use of any Licensed Technology.

### 3.3 ONGOING ROYALTIES

#### 3.3.1 CONTINUING ROYALTY

As additional consideration for the license granted pursuant to Section 3.1 above, MTVI shall pay to IVIEWIT a continuing royalty consisting of the sum of the following two amounts:

##### *3.3.1.1. (Licensed Technology Covered by Patent Rights)*

On a country-by-country basis, \_\_\_\_\_ U.S. Dollars (US\$\_\_\_\_.00) per each minute (60 seconds) of video media converted into any Internet streaming video media utilizing the Licensed Technology that cannot, in the absence of this Agreement, be performed, developed, manufactured, used, offered for sale, imported, or sold without infringing one or more claims under one or more issued patents in that country included in the IVIEWIT Patent Rights; and

##### *3.3.1.2. (Licensed Technology Not Covered by Patent Rights)*

On a country-by-country basis, \_\_\_\_\_ U.S. Dollars (US\$\_\_\_\_.00) per each minute (60 seconds) of video media converted into any Internet streaming video media utilizing the Licensed Technology that cannot, in the absence of this Agreement, be performed, developed, manufactured, used, offered for sale, imported, or sold without utilizing any part of IVIEWIT Technology not otherwise included within IVIEWIT Patent Rights.

### 3.3.2 MAXIMUM ROYALTIES

Notwithstanding the number of issued patents in a particular country included in the IVIEWIT Patent Rights, and notwithstanding whether any IVIEWIT Patent Rights are included within the Licensed Technology, any continuing royalties due to IVIEWIT pursuant to Section 3.3.1 above shall not exceed \_\_\_\_\_ U.S. Dollars (US\$\_\_\_\_\_.00) per each minute (60 seconds) of video media.

### 3.3.3 MINIMUM ANNUAL ROYALTY

From and after \_\_\_\_\_, 2000, in order to maintain the license granted hereunder in force, MTVI shall pay to IVIEWIT a minimum annual royalty. The minimum annual royalty for the twelve (12) month period beginning with such date shall be \_\_\_\_\_ U.S. Dollars (US\$\_\_\_\_\_.00), and the amount of the minimum annual royalty payable for each subsequent twelve (12) month period during the term of this Agreement shall be the greater of \_\_\_\_\_ U.S. Dollars (US\$\_\_\_\_\_.00) or \_\_\_\_\_ percent (\_\_\_\_\_% ) of the total royalties payable under this Agreement during the immediately preceding twelve (12) month period. Any continuing royalties earned and paid to IVIEWIT pursuant to Section 3.3.1 above for any twelve (12) month period shall be credited against the minimum royalty payable for such period, and the payment of any shortfall between actual royalties paid and the minimum annual royalty applicable to such twelve (12) month period shall be payable to IVIEWIT within sixty (60) days after the last day of such twelve (12) month period.

### 3.4 DURATION OF ROYALTY OBLIGATIONS

The royalty obligations of MTVI pursuant to Section 3.3.1.1 above shall terminate on a country-by-country basis concurrently with the expiration of the last to expire of IVIEWIT Patent Rights utilized by or in such Licensed Technology in each such country. The royalty obligations of MTVI pursuant to Section 3.3.1.2 above shall terminate fifteen (15) years after the date of first commercial use of such Licensed Technology in such country.

### 3.5 TERM OF LICENSE

Unless terminated sooner in accordance with the provisions of this Agreement, the term of this license shall expire when the last of the royalty obligations set forth in Section 3.4 above has expired. Notwithstanding the foregoing, if applicable government regulations require a shorter term than provided for herein, then the term of this license shall be so shortened, and, in such event, the Parties shall negotiate in good faith to reduce appropriately the royalties payable as set forth in Section 3.3 above.

### 3.6 QUARTERLY PAYMENTS

Royalties shall be payable by MTVI quarterly, within thirty (30) days after the end of each calendar quarter, based upon the amount of use of the Licensed Technology during such preceding calendar quarter, commencing with the calendar quarter in which the first commercial use of any Licensed Technology is made.



### 3.7 REPORTS

MTVI shall furnish to IVIEWIT at the same time as each royalty payment is made by MTVI, a detailed written report of the amount of use of the Licensed Technology and the royalty due and payable thereon, including a description of any offsets or credits deducted therefrom, on a country-by-country basis, for the calendar quarter upon which the royalty payment is based.

### 3.8 RECORDS

MTVI shall keep, and cause its Subsidiaries to keep, full, complete, and proper records and accounts of all use of Licensed Technology in sufficient detail to enable the royalties payable hereunder to be determined. IVIEWIT shall have the right to appoint an independent certified public accounting firm approved by MTVI, which approval shall not be unreasonably withheld, to audit the records of MTVI and its Subsidiaries as necessary to verify the royalties payable pursuant to this Agreement. MTVI and its Subsidiaries shall pay to IVIEWIT an amount equal to any additional royalties to which IVIEWIT is entitled as disclosed by the audit, plus interest thereon at the rate of one and one-half percent (1.5%) per month. Such audit shall be at IVIEWIT's expense; provided, however, that if the audit discloses that IVIEWIT was underpaid royalties with respect to any Licensed Technology by at least five percent (5%) for any calendar quarter, then MTVI or its Subsidiaries, as the case may be, shall reimburse IVIEWIT for any such audit costs. IVIEWIT may exercise its right of audit as to each of MTVI and its Subsidiaries no more frequently than once in any calendar year. The accounting firm shall disclose to IVIEWIT only information relating to the accuracy of the royalty payments. MTVI and its Subsidiaries shall preserve and maintain all such records required for audit for a period of three (3) years after the calendar quarter to which the record applies.

### 3.9 FOREIGN CURRENCY

The remittance of royalties payable for use outside the United States shall be payable to IVIEWIT in United States Dollar equivalents at the official rate of exchange of the currency of the country from which the royalties are payable, as quoted in the Wall Street Journal for the last business day of the calendar quarter in which the royalties are payable. If the transfer of or the conversion into the United States Dollar equivalents of any such remittance in any such instance is not lawful or possible, the payment of such part of the royalties as is necessary shall be made by the deposit thereof, in the currency of the country where the sale was made on which the royalty was based, to the credit and account of IVIEWIT or its nominee in any commercial bank or trust company of IVIEWIT's choice located in that country, and prompt written notice of such deposit shall be given by MTVI to IVIEWIT.

### 3.10 FOREIGN TAXES

Any tax required to be withheld by MTVI under the laws of any foreign country for the accounts of IVIEWIT shall be promptly paid by MTVI for and on behalf of IVIEWIT to the appropriate governmental authority, and MTVI shall furnish IVIEWIT with proof of payment of such tax together with official or other appropriate evidence issued by the

applicable government authority. Any such tax actually paid on IVIEWIT's behalf shall be deducted from royalty payments due IVIEWIT.

#### 4. INTELLECTUAL PROPERTY RIGHTS

##### 4.1 OWNERSHIP AND CONTROL

IVIEWIT is the sole owner of the inventions, patent applications, and/or patents included within IVIEWIT Patent Rights, and shall have sole control, in its discretion and at its expense, of the preparation, filing, prosecution, maintenance, and ownership thereof.

##### 4.2 STATUS OF PATENT RIGHTS

IVIEWIT shall keep MTVI reasonably informed with regard to the status of the inventions, patent applications, and/or patents included within IVIEWIT Patent Rights.

##### 4.3 ENFORCEMENT OF IVIEWIT PATENT RIGHTS

In the event that MTVI discovers any manufacture, use, importation, or sale of any Internet streaming video media that is believed to be within the scope of and subject to any claims of any issued patents included in the IVIEWIT Patent Rights, MTVI shall promptly notify IVIEWIT of the circumstances of such event. However, IVIEWIT shall have no obligation under this Agreement to bring any action for infringement of the Licensed Technology, and shall have no obligation under this Agreement to file any suit or to enforce or defend the IVIEWIT Patent Rights. IVIEWIT shall retain the right to bring any action for infringement or misappropriation of the Licensed Technology in any field of use, at any time, in its sole discretion. MTVI shall have no right to participate in any action, or to receive any monies recovered, by way of damages, settlement, or otherwise, as a result of any such action.

##### 4.4 COOPERATION DURING LITIGATION

MTVI shall permit any infringement or misappropriation action to be brought in its name if required by law, and IVIEWIT shall hold MTVI harmless from any costs or expenses of liability respecting all actions. MTVI agrees to provide reasonable assistance that IVIEWIT may require in any litigation arising in accordance with the provisions of Section 4.4 above, for which IVIEWIT shall pay to MTVI a reasonable hourly rate of compensation.

##### 4.5 PATENT MARKING

MTVI shall mark all products which are manufactured, used, imported, sold, licensed, or otherwise provided subject to the license under this Agreement with a proper patent notice as specified under the patent laws of the country of issue of the IVIEWIT Patent Rights that such product is subject to.

##### 4.6 NO USE OF NAME OR TRADEMARK

MTVI shall not use any name or trademark of IVIEWIT or its Affiliates, nor of any of its officers, directors, employees, or agents, nor any variations thereof, in any advertising, promotional, or sales literature, without the prior written approval of IVIEWIT.

#### 4.7 LICENSE TO MTVI IMPROVEMENTS

MTVI hereby grants to IVIEWIT and its Subsidiaries a nonexclusive, fully paid-up, perpetual, worldwide right and license, excluding the right to sublicense, to any improvement to the Licensed Technology developed by MTVI.

### 5. CONFIDENTIALITY AND PUBLICITY

#### 5.1 TREATMENT OF CONFIDENTIAL INFORMATION

During the term of this Agreement, and for a period of three (3) years after termination or expiration of this Agreement, MTVI shall: (a) treat and maintain all Confidential Information as confidential at least to the same extent MTVI maintains its own confidential information; (b) not disclose any Confidential Information to any third party without the prior written consent of IVIEWIT; and (c) not use any Confidential Information for any purpose except those permitted by this Agreement; provided, however, that, only to the extent reasonably necessary in connection with its business operations hereunder, MTVI may disclose the Confidential Information to such third parties, including engineers, contractors, and suppliers, who are under a written obligation of confidentiality and non-use with respect to the same which is at least as restrictive as herein required of MTVI.

#### 5.2 EXCLUSIONS TO CONFIDENTIALITY

Nothing contained in this Agreement shall in any way restrict or impair the right of MTVI to use, disclose, or otherwise deal with any information received under this Agreement from IVIEWIT to the extent that MTVI can demonstrate by competent documentary evidence that such information: (a) was generally available to the public at the time of disclosure hereunder; or (b) becomes generally available to the public through no direct or indirect act or omission of MTVI after the time of disclosure hereunder; or (c) was in MTVI's possession at the time of disclosure hereunder and was not acquired directly or indirectly from IVIEWIT; or (d) was received by MTVI from a third party having the right to disclose it to MTVI, but only if the third party had authorized MTVI's non-confidential use of the information; or (e) was independently developed by MTVI by persons that did not have access to the Confidential Information.

#### 5.3 PUBLICITY

Except as otherwise provided herein or required by law, no Party shall originate any publication, news release, or other public announcement, written or oral, whether in the public press, stockholders' reports, or otherwise, relating to this Agreement or to the performance hereunder, without the prior written approval of the other Party, which approval shall not be unreasonably withheld.

#### 5.4 EXPORT REGULATIONS

Anything herein to the contrary notwithstanding, MTVI agrees and gives its assurance to IVIEWIT that it will not, directly or indirectly, export, re-export, or transship any technical information or data made available hereunder by IVIEWIT or the direct product thereof to any destination requiring the approval of the Government of the United States of

America for such export, re-export, or transshipment, until a request to do so has been submitted to and approved by the appropriate United States Government Agency.

## 6. REPRESENTATIONS AND WARRANTIES

### 6.1 LIMITED WARRANTY

IVIEWIT represents and warrants that it has the authority and legal power to make the grant of rights and license to MTVI as set forth in this Agreement.

### 6.2 NO OTHER WARRANTIES

IVIEWIT MAKES NO WARRANTY OTHER THAN THAT PROVIDED IN SECTION 6.1 OF THIS AGREEMENT, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES, EXPRESS OR IMPLIED, EXCEPT THE WARRANTY EXPRESSLY STATED ABOVE, ARE EXCLUDED. Nothing contained in this Agreement shall be construed as: (a) a warranty or representation as to the accuracy or completeness of any IVIEWIT Technology; or (b) a warranty or representation as to the scope or validity of any IVIEWIT Patent Rights; or (c) a warranty or representation that anything made, used, sold, licensed, or otherwise provided under any rights granted in this Agreement is or will be free from infringement of patents of third parties; or (d) a warranty or representation that no third parties are in any way using the Licensed Technology or infringing IVIEWIT Patent Rights; or (e) an obligation to bring or prosecute actions or suits against third parties for infringement of any patent; or (f) granting by implication, estoppel, or otherwise any rights or license under anything other than the Licensed Technology; or (g) a requirement that either Party file any patent application, secure or enforce any patent, or maintain any patent application or patent.

## 7. INDEMNIFICATION AND INSURANCE

### 7.1 INDEMNIFICATION

IVIEWIT and its Affiliates, trustees, directors, officers, employees, and agents, shall not be liable for any loss, damage, injury, or other casualty of whatsoever kind, or by whomsoever caused, to the person or property of anyone, including MTVI, its Affiliates, customers, or users of any products manufactured by or for MTVI, or sold, licensed, or otherwise provided by MTVI, arising out of or resulting from the rights and license granted to MTVI hereunder or from any product or service performed, manufactured, used, sold, licensed, or otherwise provided by MTVI, its Affiliates, customers, or users of such products. MTVI agrees, for itself and its successors and assigns, to defend, indemnify, and hold IVIEWIT and its Affiliates, trustees, directors, officers, employees, and agents, harmless from and against all claims, demands, liabilities, suits, or actions, including all reasonable expenses and attorney's fees incurred by or imposed on IVIEWIT or its Affiliates, trustees, directors, officers, employees, and agents, in connection therewith, for such loss, damage, injury, or other casualty.

## 7.2 INSURANCE

MTVI shall maintain in full force and effect during the term of this Agreement, with one or more insurance companies reasonably satisfactory to IVIEWIT, comprehensive general liability insurance, including coverage for products liability, personal injury, death, and property damage, with a broad form vendor's endorsement, with respect to all claims and damages arising out of or resulting from the rights and license granted to MTVI hereunder or from any product or service performed, manufactured, used, sold, licensed, or otherwise provided by MTVI, its Affiliates, customers, or users of such product or service, regardless of when such claims are made or when the underlying injuries occur or manifest themselves. Such insurance policy(ies) shall have aggregate policy limits sufficient to provide adequate protection, in IVIEWIT's reasonable judgment, for IVIEWIT against any such claim or damage, and shall in no event have aggregate policy limits of less than \_\_\_\_\_ million dollars (\$\_\_\_\_,000,000) per occurrence. Such policy(ies) shall provide that notice be given to IVIEWIT at least thirty (30) days prior to any expiration, cancellation, or material change in the provisions of the policy(ies). Copies of certificates evidencing such insurance shall be delivered by MTVI to IVIEWIT within ten (10) days after execution of this Agreement. MTVI's liability to IVIEWIT under the provisions of this Agreement shall not be limited by the amount or provisions of such insurance.

## 8. TERM AND TERMINATION

### 8.1 TERM

Unless terminated sooner in accordance with the provisions set forth herein, this Agreement, and the license granted hereunder, shall terminate as provided in Section 3.5 above.

### 8.2 TERMINATION UPON DEFAULT

Any one or more of the following events shall constitute an event of default hereunder: (a) the failure of MTVI to pay any amounts when due hereunder and the expiration of fifteen (15) days after receipt of a written notice requesting the payment of such amount; and (b) the failure of a Party to perform any obligation required of it to be performed hereunder, and the failure to cure within sixty (60) days after receipt of notice from the other Party specifying in reasonable detail the nature of such default. Upon the occurrence of any event of default, the non-defaulting Party may deliver to the defaulting Party written notice of intent to terminate, such termination to be effective upon the date set forth in such notice. Such termination rights shall be in addition to and not in substitution for any other remedies that may be available to the non-defaulting Party. Termination pursuant to this Section 8.2 shall not relieve the defaulting Party from liability and damages to the other Party for breach of this Agreement. Waiver by either Party of a single default or a succession of defaults shall not deprive such Party of any right to terminate this Agreement arising by reason of any subsequent default.

### 8.3 TERMINATION UPON BANKRUPTCY OR INSOLVENCY

This Agreement may be terminated by IVIEWIT giving written notice of termination to MTVI upon the filing of bankruptcy or bankruptcy of MTVI or the appointment of a receiver of any of MTVI's assets, or the making by MTVI of any assignment for the benefit of creditors, or the institution of any proceedings against MTVI under any bankruptcy law. Termination shall be effective upon the date specified in such notice.

### 8.4 RIGHTS UPON EXPIRATION

Neither Party shall have any further rights or obligations with respect to this Agreement upon the expiration of this Agreement upon its regularly scheduled expiration date, other than MTVI's obligation to make any and all payments and reports for the final quarter period under Sections 3.6 and 3.7 above, and MTVI's confidentiality obligations under Section 5 above, and MTVI's obligation to indemnify IVIEWIT under Section 7.1 above.

### 8.5 RIGHTS UPON TERMINATION

Notwithstanding any other provision of this Agreement, upon any termination of this Agreement prior to the regularly scheduled expiration date of this Agreement, the license granted hereunder shall terminate. Except as otherwise provided in Section 8.6 below with respect to work-in-progress, upon such termination, MTVI shall have no further right to develop, manufacture, or market any Licensed Technology, or to otherwise use any IVIEWIT Patent Rights or any IVIEWIT Technology not otherwise included therein. Upon any such termination, MTVI shall promptly return all materials, samples, documents, information, and other items that embody or disclose any IVIEWIT Technology. Any such termination shall not relieve MTVI of its obligation to make any and all payments and reports for the final quarter period under Sections 3.6 and 3.7 above, and MTVI's confidentiality obligations under Section 5 above, and MTVI's obligation to indemnify IVIEWIT under Section 7.1 above.

### 8.6 WORK-IN-PROGRESS

Upon any such early termination of the license granted hereunder in accordance with this Agreement, MTVI shall be entitled to finish any work-in-progress and to sell any completed inventory of Licensed Technology covered by such license which remain on hand as of the date of the termination, so long as MTVI pays to IVIEWIT the royalties applicable to said subsequent sales in accordance with the terms and conditions as set forth in this Agreement, provided that no such sales shall be permitted after the expiration of six (6) months after the date of termination.

## 9. GENERAL PROVISIONS

### 9.1 NO ASSIGNMENT

Neither this Agreement nor any obligation or right hereunder may be assigned or transferred by MTVI without the prior written consent of IVIEWIT. Any prohibited assignment shall be null and void.

## 9.2 NOTICES

Any notices required by this Agreement shall be in writing, shall specifically refer to this Agreement and shall be sent by registered or certified airmail, postage prepaid, or by overnight courier, postage prepaid, and shall be forwarded to the respective addresses set forth below unless subsequently changed by written notice to the other Party:

For IVIEWIT:

Iviewit.com, Inc.  
One Boca Place  
2255 Glades Road  
Suite 337 West  
Boca Raton, Florida 33431

For MTVI:

The MTVi Group  
770 Broadway  
10th Floor  
New York, New York 10003

Notice shall be deemed delivered upon the earlier of (a) when received, (b) three (3) days after deposit into the mail, or (c) the day immediately following delivery to overnight courier (except Sunday and holidays).

## 9.3 INDEPENDENT CONTRACTORS

The relationship between IVIEWIT and MTVI is that of independent contractors. IVIEWIT and MTVI are not joint venturers, partners, principal and agent, master and servant, employer or employee, and have no other relationship other than independent contracting Parties. IVIEWIT and MTVI shall have no power to bind or obligate each other in any manner, other than as is expressly set forth in this Agreement.

## 9.4 HEADINGS

The title page, table of contents, and headings of the several sections of this Agreement are inserted for convenience only and shall not be used in the interpretation of this Agreement.

## 9.5 ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof. There shall be no amendments or modifications to this Agreement, except by a written document that is signed by both Parties.

#### 9.6 SEVERABILITY

Should any one or more of the provisions of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, it shall be considered severed from this Agreement and shall not serve to invalidate the remaining provisions thereof. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by them when entering this Agreement may be realized.

#### 9.7 NO WAIVER

Any delay in enforcing a Party's rights under this Agreement or any waiver as to a particular default or other matter shall not constitute a waiver of such Party's rights to the future enforcement of its rights under this Agreement, excepting only as to an express written and signed waiver as to a particular matter for a particular period of time.

#### 9.8 COMPLIANCE WITH U.S. LAWS

Nothing contained in this Agreement shall require or permit IVIEWIT or MTVI to do any act inconsistent with the requirements of any United States law, regulation, or executive order as the same may be in effect from time to time.

#### 9.9 FOREIGN REGISTRATION

MTVI agrees to register this Agreement with any foreign governmental agency that requires such registration, and MTVI shall pay all costs and legal fees in connection therewith. In addition, MTVI shall assure that all foreign laws affecting this Agreement or the use or sale of the Licensed Technology are fully satisfied.

#### 9.10 ATTORNEYS' FEES

In the event of a dispute between the Parties hereto or in the event of any default hereunder, the Party prevailing in the resolution of any such dispute or default shall be entitled to recover its reasonable attorneys' fees and other costs incurred in connection with resolving such dispute or default.

#### 9.11 INJUNCTIVE RELIEF

MTVI acknowledges that unauthorized disclosure of the Confidential Information may cause irreparable injury to IVIEWIT for which there is no adequate remedy at law. Accordingly, and notwithstanding the provisions of Section 9.12 below, in the event of breach or threatened breach of MTVI's confidentiality obligations under Section 5 above, IVIEWIT shall be entitled to seek injunctive relief from any court of competent jurisdiction restraining MTVI from violating such obligations.

#### 9.12 ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and the procedures set



forth below. In the event of any inconsistency between the Rules of AAA and the procedures set forth below, the procedures set forth below shall control. Judgment upon the award rendered by the arbitrators may be enforced in any court having jurisdiction thereof.

9.12.1 LOCATION.

The location of the arbitration shall be in the City of Milwaukee, Wisconsin.

9.12.2 SELECTION OF ARBITRATORS.

The arbitration shall be conducted by a panel of three neutral arbitrators who are independent and disinterested with respect to the Parties, this Agreement, and the outcome of the arbitration. Each Party shall appoint one neutral arbitrator, and these two arbitrators so selected by the Parties shall then select the third arbitrator. If one Party has given written notice to the other Party as to the identity of the arbitrator appointed by the Party, and the Party thereafter makes a written demand on the other Party to appoint its designated arbitrator within the next ten days, and the other Party fails to appoint its designated arbitrator within ten days after receiving said written demand, then the arbitrator who has already been designated shall appoint the other two arbitrators.

9.12.3 DISCOVERY.

Unless the Parties mutually agree in writing to some additional and specific pre-hearing discovery, the only pre-hearing discovery shall be (a) reasonably limited production of relevant and non-privileged documents, and (b) the identification of witnesses to be called at the hearing, which identification shall give the witness' name, general qualifications and position, and a brief statement as to the general scope of the testimony to be given by the witness. The arbitrators shall decide any disputes and shall control the process concerning these pre-hearing discovery matters. Pursuant to the Rules of AAA, the Parties may subpoena witnesses and documents for presentation at the hearing.

9.12.4 CASE MANAGEMENT.

Prompt resolution of any dispute is important to both Parties; and the Parties agree that the arbitration of any dispute shall be conducted expeditiously. The arbitrators are instructed and directed to assume case management initiative and control over the arbitration process (including scheduling of events, pre-hearing discovery and activities, and the conduct of the hearing), in order to complete the arbitration as expeditiously as is reasonably practical for obtaining a just resolution of the dispute.

9.12.5 REMEDIES.

The arbitrators may grant any legal or equitable remedy or relief that the arbitrators deem just and equitable, to the same extent that remedies or relief could be granted by a state or federal court, provided however, that no punitive damages may be awarded. No court action may be maintained seeking punitive damages. The decision of any two of the three arbitrators appointed shall be binding upon the Parties.

9.12.6 EXPENSES.

The expenses of the arbitration, including the arbitrators' fees, expert witness fees, and attorney's fees, may be awarded to the prevailing Party, in the discretion of the arbitrators, or may be apportioned between the Parties in any manner deemed appropriate by the arbitrators. Unless and until the arbitrators decide that one Party is to pay for all (or a share) of such expenses, both Parties shall share equally in the payment of the arbitrators' fees as and when billed by the arbitrators.

9.12.7 CONFIDENTIALITY.

Except as set forth below, the Parties shall keep confidential the fact of the arbitration, the dispute being arbitrated, and the decision of the arbitrators. Notwithstanding the foregoing, the Parties may disclose information about the arbitration to persons who have a need to know, such as directors, trustees, management employees, witnesses, experts, investors, attorneys, lenders, insurers, and others who may be directly affected. Additionally, if a Party has stock that is publicly traded, the Party may make such disclosures as are required by applicable securities laws. Further, if a Party is expressly asked by a third Party about the dispute or the arbitration, the Party may disclose and acknowledge in general and limited terms that there is a dispute with the other Party which is being (or has been) arbitrated. Once the arbitration award has become final, if the arbitration award is not promptly satisfied, then these confidentiality provisions shall no longer be applicable.

9.13 GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without regard to its conflicts of laws provisions, except that certain of the Licensed Technology and IVIEWIT Patent Rights are governed by relevant federal law.

*In Witness Whereof*, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date and year first written above.

**IVIEWIT.COM, INC.**

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**THE MTVI GROUP**

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**EXHIBIT A**