

September 5, 2000

Mr. Ryan J. Huisman
Ryjo, Inc.
12135 Walden Woods Drive
Orlando, Florida 32826

Via Mail and email

Dear Ryan:

The purpose of this letter is to review and redefine the relationship between **iviewit** and Ryjo, Inc.

Ryjo has functioned as a sub-contractor to **iviewit** for much of the past year, and we are pleased to acknowledge that, aside from amounts presently due Ryjo, we have paid over \$85,000 to your company and its predecessor this year. While we have been generally pleased with your work, as **iviewit** expands and progresses to major financing and growth, we believe that it is important at this time to impart more definition for the future.

As to general ground rules to the relationship, we need to enumerate the following:


1. All work done in the past, currently or in the future executed at the request of **iviewit** is the exclusive property of this Company.
2. All project work contemplated to last more than one week in duration must be approved in advance, in writing, by Mike Reale with a written timeline and a budget figure presented by Ryjo, including a firm "not-to-exceed" amount.
3. With the exception of "executables" coming from our lab and Eliot Bernstein's requests (who always copies Mike Reale), all work to be done for **iviewit** must be approved in writing in advance by Mike Reale. It is Ryjo's responsibility to refer any other requests for work to be done for **iviewit** back to Mike Reale for review and approval.
4. Obviously, as a result of the relationship with **iviewit**, Ryjo has gained a previously unknown body of knowledge (including **iviewit** trade secrets) involving video streaming and digital imaging. As a result, in the event Ryjo conceives or develops additional products or applications involving such technologies, **iviewit** is to have a First Right of Refusal as to such development work or completed product.

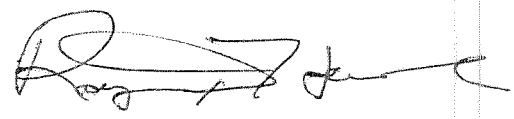
Separately, it is important to remind you that Ryjo is subject to a Non Disclosure Agreement with **iviewit** signed and returned on September 9, 1999. As a result, it is essential under that agreement that any requests or inquiries to Ryjo as to the development work done on behalf of **iviewit**, or as to the relationship in general, require that you present all such requests to **iviewit** before responding. In this regard, we are most concerned that on more than one occasion you personally have stated that Ryjo owns certain technology that is essential to **iviewit**'s business. Most recently, it is reported to us that you stated that Ryjo owns all rights to the applet that enables **iviewit**'s digital imaging zoom and pan capabilities and that **iviewit** consequently has nothing unique in this category. Obviously, this is the furthest thing from the truth, and we must demand that you cease and desist from any and all such statements, not only from the standpoint of the future of our relationship, but also as they do real harm and damage to **iviewit** as already may have occurred inasmuch as these statements were made to a substantial prospective investor in **iviewit**. As a result, we are also requesting your separate letter to us confirming **iviewit**'s proprietary rights and ownership in anything that Ryjo has developed for us. As to the applet, in particular, please confirm as well that this is a *single use (or application) applet* which **iviewit** not only has rights to, but which **iviewit** could otherwise develop on its own.

Iviewit currently owes Ryjo certain amounts, and we plan to make partial payments in imminently and again in late September. Based on a next round of contemplated financing, we expect to be in a position to clear all amounts in the not too distant future. However, we also have discussed the possibility of Ryjo converting a portion of your receivable to **iviewit** equity (shares) in order for you to enjoy the possibility of upside potential. If you are still open to this, we must discuss and agree to it quite soon.

We hope we can continue a long and mutually successful relationship for the long term, and we expect that the current bumps in the road will not prove to be serious obstacles.

Very truly yours,


Michale Reale
Vice President Operations


Raymond T. Hersh
Chief Financial Officer

Cc Brian Utley
Eliot Bernstein