

**END USER LICENSE AGREEMENT
WITH ASSIGNMENT PROVISION**

This End User Evaluation Software License Agreement (this “**Agreement**”) is entered into as of the Effective Date set forth below by and between Language Weaver, Inc. (“**Company**”), and the party listed below (“**Licensee**”), as of the Effective Date specified below. Company wishes to grant and Licensee desires to receive a limited license to use the Software (as defined below), as set forth herein.

Effective Date: _____
Term of License: _____

Licensee: _____
Address: _____

Telephone: _____
Facsimile: _____

Version: _____

License Fee: \$ _____
Annual Maintenance Fee: \$ _____
Authorized Number of Network Servers: _____
Authorized Number of CPUs: _____

1. **LICENSE GRANT.**

(a) Software License. Subject to the terms and conditions of this Agreement, Company grants Licensee a nonexclusive, nontransferable license, without right of sublicense, to install and use the proprietary code and related applications comprising Company’s translation system (the “**Software**”) limited to the specific version set forth above. For the avoidance of doubt, the license granted in this Section 1(a) does not entitle Licensee to any rights in any (i) future versions of the Software other than the Updates (as defined below) provided by Company to Licensee or (ii) any products other than the Software, including, but not limited to, any language translation version of Company’s Software other than the specific version set forth above. Notwithstanding the foregoing, Company acknowledges that Licensee is entering into this Agreement for the express purpose of installing the Software on a network server, and to be used by a CPU, operated by a Department or Agency of the United States Government (the “Agency”). Provided that all of the ‘Licensee Obligations’ set forth in Section 2, below, are met throughout the term of this Agreement, Company agrees that the Agency may utilize the Software and the Documentation (as defined below), and Company shall perform all of its obligations hereunder for the benefit of Licensee and the Agency, in each case, to the same extent as if the Agency were the Licensee hereunder.

(b) Documentation License. Subject to the terms and conditions of this Agreement, Company grants Licensee a nonexclusive, nontransferable license, without right of sublicense, to copy and display the manuals and other written materials as delivered by Company to Licensee from time to time, in any medium, relating to the maintenance, installation or operation of the Software (the “**Documentation**”) only as reasonably necessary to exercise the license granted to Licensee in Section 1(a).

(c) Trademarks License. Subject to the terms and conditions of this Agreement, Company grants Licensee a nonexclusive, nontransferable license, without right of sublicense, to use and display the trademarks, tradenames and/or logos of Company solely as provided by Company and included in the Software and/or Documentation (the “**Trademarks**”) for the sole purpose of effectuating the terms of the license granted in Section 1(a) and 1(b) above. Any goodwill developed or created in the Trademarks pursuant to this Agreement shall inure to the benefit of Company.

(d) Network Server and CPU License. Licensee may only (i) install and run the Software on a number of separate network servers equal to or less than the number of network servers set forth above, each of which are, or shall be, owned or controlled by the Agency (collectively and individually, the “**Authorized Network Servers**”), and (ii) run the Software on a number of CPUs equal to or less than the number of CPUs set forth above, each of which are, or shall be, owned or controlled by the Agency (collectively and individually, the “**Authorized CPUs**”). Each network server or CPU running the Software or any component thereof shall be counted as an Authorized Network Server or Authorized CPU, as applicable.

(e) Restrictions. Licensee may not use the Software, Documentation and/or Trademarks except as expressly set forth in the licenses provided in this Section 1. Licensee may not, in any manner (i) install or run the Software (in whole or in any component parts) on more than the authorized number of network servers set forth above; (ii) modify the Software (subject to Section 2(b) below), Documentation and/or Trademarks; (iii) distribute, sell, transfer, encumber, sublicense, rent, loan, lend or lease the Software, and/or any component thereof to any third party; or (iv) reverse engineer, decompile, disassemble or otherwise attempt to discover or directly access the source code of the Software and/or any component thereof.

2. LICENSEE OBLIGATIONS.

(a) Licensee Fee. Licensee expressly understands and agrees that the licenses and rights granted by Company to Licensee herein are conditional upon and shall therefore only be valid following Company’s actual receipt of the nonrefundable License Fee in full.

(b) Use of Software. Licensee shall use the Software (i) in accordance with any and all Documentation provided by Company; and (ii) according to the terms and conditions set forth in this Agreement.

(c) Licensee Customizations. In connection with its use of the Software, Licensee shall be provided with the ability to use the Software’s Application Programming Interface (“**API**”) to customize the manner in which the Software (but no other program or other software that may be included or bundled with the Software) interfaces with Licensee’s existing programs and operating system (the “**Licensee Customizations**”). Licensee and Company understand and agree that Licensee will have sole control over the Licensee Customizations, and accordingly, Licensee shall assume any and all liability in connection with the creation, use and/or display of any such Licensee Customizations, including, without limitation, if any Licensee Customizations violate any third party intellectual property or other proprietary rights.

(d) Internal Transfer. Provided that Licensee completely removes any and all elements of the Software on an existing network server, Licensee may reinstall the Software (together with the most recent Update) on any new network server owned or controlled by the Agency in accordance with this Agreement.

3. TECHNICAL SUPPORT.

(a) Updates and Upgrades. Provided that Licensee has paid each applicable annual maintenance fee on or before each anniversary of the Effective Date as set forth on the first page of this Agreement, Company shall provide Licensee access to any and all updates, patches or fixes to the specific version of the Software identified above (“**Updates**”) that Company creates and makes publicly available to any other third party with

respect to that specific version of the Software. For a period of up to five years from the Effective Date, Licensee shall also be entitled to receive, upon request, any new version upgrade to the Software expressed in a whole number version change (an “**Upgrade**”) to the specific version of the Software identified above. For illustrative purposes only, version 2.0 to 2.1 is an Update while version 2.1 to 3.0 is an Upgrade. The terms and conditions of this Agreement shall apply to any Update or Upgrade provided by Company. Licensee shall immediately discontinue the use of the previous version of the Software and only use the Software integrated with the most recent Update or Upgrade following Licensee’s receipt thereof. As of the fifth anniversary of the Effective Date, Licensee shall no longer be entitled to receive Upgrades to the Software.

(b) Technical Support. Provided that Licensee has paid each applicable annual maintenance fee and has installed the most recent Update released by Company, Company shall provide on-line and telephone technical support for the Software directly to Licensee or to the Agency’s personnel, during normal West Coast business hours.

4. **OWNERSHIP RIGHTS; NO OTHER LICENSES GRANTED.**

(a) Reservation of Rights. All rights not expressly granted herein are reserved to Company, and no other licenses are granted herein by implication, estoppel or otherwise. Company does not grant any licenses or other rights to any of its intellectual property other than the rights to use the specific version of the Software, the Documentation and the Trademarks granted in this Agreement.

(b) Ownership of Software. As between Company and Licensee, the Software, Documentation and Trademarks shall remain the sole and exclusive property of Company. The Software, Documentation and Trademarks are licensed to Licensee and not sold. The Software, Documentation and Trademarks are protected by copyright, trademark and other intellectual property laws and treaties and Company owns any and all applicable copyrights, trademarks and any other intellectual property rights contained therein, including, without limitation, any and all rights in and to derivative works (other than Licensee Customizations) intentionally or inadvertently created or developed by or on behalf of Company therefrom.

(c) Derivative Works. Licensee or any third party shall not be permitted to create, make or develop any derivative work involving or otherwise based upon the Software or Documentation, including, without limitation, any invention, modification, addition, derivative work, enhancement, revision, translation, abridgment, condensation or expansion to or arising from the Software or any other form in which the Software or any part thereof, may be recast, transformed, or adapted, and any other work which would be deemed a derivative work under the Copyright Act, Title 17 of the U.S. Code, other than for and on behalf of Licensee pursuant to this Agreement. Notwithstanding the foregoing, Licensee shall in no manner be prohibited from creating any Licensee Customizations or from otherwise bundling the Software with any other software or system in accordance with this Agreement.

5. **CONFIDENTIALITY.**

(a) Confidential Information. During the term of this Agreement, Licensee may come into possession of Company’s Confidential Information. For the purposes of this Agreement, “**Confidential Information**” means any information that Company designates as confidential or which Licensee knows or has reason to know is confidential. Without limiting the foregoing, Confidential Information includes the terms of this Agreement, the Software, the Documentation, financial, business and technical plans and strategies, inventions, new products, code, services or technology. Confidential Information does not include information which is, as evidenced by Licensee’s written records: (i) already known by Licensee at time of disclosure; (ii) or becomes, through no act or fault of Licensee, publicly known; (iii) received by Licensee from a third party without a restriction on disclosure or use; or (iv) independently developed by Licensee without reference to Company’s Confidential Information. Licensee may disclose Confidential Information to the extent required to

be disclosed by a court or governmental agency pursuant to a statute, regulation or valid order; provided that Licensee first notifies Company with at least fifteen (15) days prior written notice to provide Company the opportunity to seek a protective order or to contest such required disclosure.

(b) Restrictions. Licensee will hold and maintain the Company's Confidential Information in strict confidence and will not use such information except as permitted under this Agreement. Licensee will use the same precautions to prevent disclosure to third parties of such information as it uses with its own confidential information, but in no case less than commercially reasonable efforts. Licensee further understands and agrees that any Confidential Information supplied by Company may only be used by Licensee for the purposes described herein and may not be disclosed to any third party.

(c) Return of Information. Upon termination of this Agreement, Licensee will promptly return or destroy all Confidential Information and related materials in its possession and discontinue all further use of the Confidential Information. Upon Company's request, Licensee will promptly certify that such action has been taken.

(d) Additional Obligations. Licensee agrees (i) not to alter or remove any identification of any copyright, trademark or other proprietary rights notice which indicates the ownership of any part of the Confidential Information, and (ii) to notify Company of the circumstances surrounding any possession, use or knowledge of the Confidential Information by any person or entity other than those authorized by this Agreement.

6. **REPRESENTATIONS AND WARRANTIES**. Company and Licensee each represent and warrant that: (i) it has the full authority to enter into this Agreement, it has the right to grant the rights set forth in this Agreement and that entering into this Agreement does not violate or conflict with any prior agreements with or other obligations to any third parties; and (ii) it has not engaged in any activity, made any commitment, or entered into any agreement inconsistent or in derogation of the rights granted in this Agreement, and that it will not engage in any activity, make any commitment or enter into any agreement inconsistent or in derogation of the rights granted in this Agreement.

7. **DISCLAIMER & LIMITATION OF LIABILITY**.

(a) Disclaimer of Warranties. THE SOFTWARE IS LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND. COMPANY DOES NOT WARRANT THAT THE SOFTWARE IS OR WILL BE ERROR-FREE, DOES NOT CONTAIN ANY HARMFUL DEVICES OR THAT ITS USE WILL BE UNINTERRUPTED. COMPANY EXPRESSLY DISCLAIMS, AND HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

(b) Scope of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY TO LICENSEE OR ANY THIRD PARTIES FOR ANY LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ARISING FROM LICENSEE'S USE OF, OR INABILITY TO USE, THE SOFTWARE, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING UNDER TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITATION OF THE FOREGOING, THE TOTAL LIABILITY OF

COMPANY FOR ANY AND ALL CLAIMS AGAINST COMPANY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL LICENSE FEE PAID BY LICENSEE TO COMPANY UNDER THIS AGREEMENT.

(c) Claim Limitation Period. Licensee expressly understands and agrees that any action or claim against Company arising from or relating to this Agreement shall be deemed irrevocably waived if not instituted within one (1) year from the event giving rise to such claim or action.

8. INDEMNIFICATION.

(a) Licensee Indemnification. Licensee agrees to protect, defend, indemnify and save and hold Company and its affiliates, agents, employees and attorneys, free and harmless from and against any and all costs, demands, losses, claims, liabilities, fines, penalties, assessments, damages, reasonable expenses (including but not limited to attorneys' fees) or judgments incurred by Company arising out of or based upon (i) any breach by Licensee of this Agreement or (ii) arising out of negligent acts, omissions or misconduct including, misrepresentation; (iii) the creation or use of Licensee Customizations, including, without limitation, any claims that a Licensee Customization violates any third party intellectual property or other proprietary rights; or (iii) any claims by Licensee's creditors or alleged creditors to the effect that Company is responsible or liable for its debts, obligations, commitments or other obligations.

(b) Company Indemnification. Subject to the limitations set forth below, Company agrees to defend, indemnify and hold Licensee and its affiliates, agents, employees and attorneys, free and harmless from all liabilities and reasonable expenses (including but not limited to attorneys' fees) judgments, fines or penalties which Licensee incurs that result from any claim, action, suit or proceeding (whether civil, criminal or administrative, including any associated appeals) (i) involving any claims by Company's creditors or alleged creditors to the effect that Licensee is responsible or liable for its debts, obligations, commitments or other obligations; or (ii) the material allegation of which avers that the Software, as used within the scope of this Agreement, constitutes an infringement of a United States registered copyright, trademark, service mark or existing patent, provided that Licensee both (A) promptly notifies Company in writing of receipt of notice of such claim, action, suit or proceeding, and (B) provides Company with all information within Licensee's possession related to the defense of such suit. In lieu of indemnification, Company, at its sole option, may: (X) obtain for Licensee the right to utilize the Software; (Y) use its best efforts to make the Software non-infringing without materially diminishing the utility to Licensee of the Software or (Z) shall refund the fees paid for the Software under this Agreement.

(c) Indemnification Procedure. A party entitled to be indemnified in accordance with Section 7 (the "**Indemnified Party**"), shall notify the indemnifying party in writing as soon as practicable. The indemnifying party shall take control of the defense and investigation of such claim(s) and to employ and engage attorneys of its choice reasonably acceptable to the Indemnified Party to handle and defend the same, at the indemnifying party's sole cost and expense. The Indemnified Party shall reasonably cooperate with Licensee and its attorneys in the investigation, trial and defense of such claim(s). The indemnifying party shall not have the right to settle any claim against the Indemnified Party without the Indemnified Party's prior written consent, unless such settlement does not involve a remedy other than the payment of money, and provides for full and unconditional release of all liability against the Indemnified Party.

9. TERM, TERMINATION AND SURVIVAL.

(a) Term. The rights and licenses granted in this Agreement commence upon the Effective Date and shall continue for a period equal to the term of the license as set forth on the first page of this Agreement unless either terminated in accordance with this Agreement. This term of this Agreement may be renewed following a written agreement entered into by and between Licensee and Company.

(b) Termination. This Agreement may be terminated by either party following thirty (30) days

written notice to the other party if such other party breaches any provision of this Agreement and fails to completely cure the breach within such thirty (30) day period.

(c) Effect of Termination. Upon termination of this Agreement, all rights and licenses granted hereunder shall immediately terminate. Additionally, immediately after termination of this Agreement, Licensee shall discontinue all use of the Software from the network server(s) and, uninstall, and delete any electronic copies of the Software, and shall, at Company's option, either return or destroy all copies of the Software, Documentation, Trademarks and any other Confidential Information in Licensee's possession.

(d) Survival. Sections 4, 5, 6, 7, 8, 9(c), 10, 11 and 12 shall survive the termination of this Agreement.

10. **EXPORT RESTRICTIONS**. Licensee acknowledges and agrees that the Software is subject to United States export control laws and regulations, including, without limitation, the United States Export Administration Act and its associated regulations, and may additionally be subject to export or import regulations and restrictions by other countries. Licensee accordingly agrees to strictly comply with any and all applicable international and national import and export laws and regulations.

11. **UNITED STATES GOVERNMENT RESTRICTED RIGHTS**. If this Software is acquired by or on behalf of the U.S. Federal government, any use, duplication or disclosure of the Software is subject to restrictions set forth in FAR 52.227-19 and DFAR 227.7200--227.7202-4, as applicable. The Software is "commercial computer software" and is licensed with only "Restricted Rights."

12. **GENERAL**.

(a) Independent Contractor; Third Party Agreements. Licensee is and shall be deemed to be an independent contractor of Company and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto, or constitute either party the employee or agent of the other. Licensee acknowledges that nothing in this Agreement gives Licensee the right to bind or commit Company to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

(b) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered or when deposited in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the addresses set forth below:

To Company: Language Weaver, Inc.
4640 Admiralty Way, Suite 1210
Marina del Rey, California 90292
Attention: C. Bryce Benjamin
Fax: (310) 437-7307

To Licensee: At the address set forth on the first page of this Agreement.

Notice of change of address shall be given by written notice in the manner detailed in this Section.

(c) Injunctive Relief. Licensee agrees that in the event of any breach by Licensee of any of the covenants and agreements set forth in this Agreement, including, without limitation, the covenants and agreements set forth in Sections 1, 4, 5, 6 and 7 hereof, Company may encounter extreme difficulty in attempting to prove the actual amount of damages suffered by it as a result of such breach and may not have adequate remedy at law in such event. Licensee therefore agrees that, in addition to any other remedy available at law or in equity, in the event of such breach, Company may be entitled to seek and may be entitled to receive

specific performance and temporary, preliminary and permanent injunctive relief from violation of any of said covenants and agreements from any court of competent jurisdiction.

(d) Attorneys' Fees. The prevailing party in any litigation instituted under this Agreement shall, in addition to other remedies, be entitled to be reimbursed by the other party for all expenses of such litigation, including reasonable attorneys' fees.

(e) Assignment. This Agreement may not be delegated or assigned by Licensee, in whole or in part, without Company's prior written consent; provided, however, that Licensee may assign this Agreement without such consent in connection with any merger, consolidation or any other transaction in which all or substantially all of Licensee's voting securities are transferred. This Agreement may be freely assigned, in whole or in part, by Company.

Notwithstanding the aforementioned, Licensee may assign this Agreement to the United States Federal Government, provided that (i) the Software has been used as permitted in accordance with the terms and conditions set forth herein and (ii) the assignment shall only be effective upon the execution of the Assignment Agreement set forth in Exhibit A, attached hereto and incorporated herein by reference, by Licensee and the applicable government assignee with notification in writing and an original signature copy of the executed Assignment Agreement forwarded to Company within five (5) days of such assignment. Licensee agrees that any use, duplication or disclosure of the Software to the United States Federal Government is subject to restrictions set forth in FAR 52.227-19 and DFAR 227.7200-227.7202-4, as applicable. The Software is "commercial computer software" and is licensed with only "Restricted Rights."

(f) Governing Law; Venue. This Agreement shall be governed by and construed under the laws of the State of California, without reference to conflicts of law principles. Each party hereto expressly agrees that any action relating to this Agreement shall exclusively be brought in Los Angeles, California, and each party irrevocably consents to the jurisdiction of the State and Federal courts located in Los Angeles, California. Each party expressly waives any objection that it may have based on improper venue or forum non conveniens to the conduct of any such suit or action in any such court.

(g) Severability; Waiver. If any provision of this Agreement is or becomes or is deemed invalid, illegal or unenforceable in any jurisdiction such provision shall be deemed amended to conform to the applicable laws of such jurisdiction so as to be valid and enforceable or, if it cannot be so amended without materially altering the intention of the parties, it will be stricken, but the validity, legality and enforceability of such provision shall not in any way be affected or impaired thereby in any other jurisdiction and the remainder of this Agreement shall remain in full force and effect. Waiver by either of the parties of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereof.

(h) No Adverse Construction; Legal Counsel. The rule that an agreement is to be construed against the party drafting the agreement is hereby waived by the parties hereto, and shall have no applicability in construing this Agreement or the terms of this Agreement. Each of the parties acknowledges that it had the right and opportunity to seek independent legal counsel of its own choosing in connection with the execution of this Agreement, and each of the parties represents that it has either done so or that it has voluntarily declined to do so, free from coercion, duress or fraud.

(i) Entire Agreement; Counterparts. This Agreement constitutes the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof, and all provisions, representations, discussions, and writings are merged in, and superseded by, this Agreement. This Agreement may be modified only by a subsequent writing signed by each party bound under this Agreement. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions. This Agreement

may be executed in multiple counterparts, including via facsimile, each of which shall be deemed to be an original, and all such counterparts shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

LANGUAGE WEAVER, INC.
(“Company”)

LICENSEE

Printed Name

Printed Name

Licensee Name

Title

Title

Date

Date

EXHIBIT A

ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT dated as of _____, 2004 (the "Effective Date") by and between _____ Name of Company _____, with a principal address at _____ Address _____ ("Licensee"), and the _____ [name of government department or agency here] _____ (the "Government").

RECITALS

WHEREAS, Licensee has entered into a Language Weaver End User License Agreement, a copy of which is attached hereto (the "Agreement"); and,

WHEREAS, Licensee has used this software in a contract sponsored by Government; and,

WHEREAS, the parties desire to set forth the terms under which Licensee shall assign and the Government shall assume the Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Rights. Effective upon the delivery of the Software to Government, Licensee hereby assigns the Agreement in its entirety to the Government.

2. Assumption of Obligations. The Government hereby assumes all obligations of Licensee under the Agreement and Licensee is hereby relieved of its obligations thereunder, except for Licensee's continuing obligations under sections 4, 5 and 6 of the Agreement. Notwithstanding the foregoing, nothing herein shall be construed to constitute the assumption, express or implied, by the Government of any obligation or liability of Licensee, except solely for the obligations and liabilities expressly agreed to be assumed pursuant to this Agreement.

3. Government Consent. By signing below, the Government hereby consents to the assignment of the Agreements on the Effective Date.

IN WITNESS WHEREOF, the undersigned have executed this agreement under seal as of the date first above written.

Licensee

Government

Signature

Signature

Name

Name

Title

Title