

LICENSE AGREEMENT

CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT BEFORE ACCESSING THE SERVICE. ACCESSING THE SERVICE INDICATES YOUR ACCEPTANCE OF AND AGREEMENT TO THESE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT ACCEPT AND AGREE WITH THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, DO NOT ACCESS THE SERVICE AND PROMPTLY RETURN THE USERNAME AND PASSWORD UNUSED TO MIRIUS LLC.

1. Definitions

The Mirius Content Awareness Suite™ software service and all related software and documentation (collectively, the “Service”) are licensed to you by Mirius LLC (the “Vendor”). The Vendor and third-party licensors to the Vendor own all copyright, trade secret, patent and other proprietary rights in and to the Service and all related software and documentation. As used in this License Agreement, the “Service” includes all uses that are made of the Service. As used in this License Agreement, “you” and “your” refer to each individual, company, business or other entity who accesses or uses the Service.

2. License

a. Authorized Use. The Vendor grants you a nonexclusive license to use the Service with one username and password. This license gives you no ownership rights or claims in or to the Service, and you may use the Service only in strict compliance with the terms and conditions of this License Agreement.

b. Restrictions. You agree that you will not, and you will not cause, request or allow anyone else to: (1) copy, market, sell, distribute, rent or lease all or any part of the Service; (2) modify, port, translate, localize, disassemble, decompile, reverse engineer or create derivative works of all or any part of the Service; (3) remove any copyright, trade secret or other notice or indication of proprietary right included in or present on any part of the Service; or (4) access or use all or any part of the Service in any way or for any purpose that is illegal or malicious. You agree to keep the contents of the Service confidential and to use your best efforts to prevent, and to protect the contents of the Service from, any unauthorized disclosure or use of the Service.

c. Fees. You agree to pay the Vendor license fees in the following amounts and on or before the following dates: **Fee is Waived.**

d. Term. The term of this License Agreement is from the date you first access the Service through 31 January 2007.

e. Transfer. You may transfer your rights under this License Agreement to a third party recipient, but only if (1) you notify the Vendor in writing of the transfer and provide the Vendor the name, address, e-mail address and phone and fax numbers of the recipient and (2) the recipient agrees, in a writing executed by the recipient and provided to the Vendor, to accept the

terms and conditions of this License Agreement. If you transfer your rights under this License Agreement, you must transfer all usernames and passwords, which will be disabled by the Vendor and new usernames and passwords will be assigned to the transferee, and you must cease using the Service. Your license to use the Service will be automatically terminated if you transfer your rights under this License Agreement.

3. Limited Software Product Warranty; Disclaimer of Warranty

The Vendor warrants that the assigned username and password will grant access to the Service. THE VENDOR DOES NOT WARRANT THE CONTENTS OF THE SERVICE, AND THE VENDOR MAKES NO WARRANTY OR GUARANTY THAT THE SERVICE WILL BE BUG OR ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, WILL FUNCTION PROPERLY WITH OTHER SOFTWARE OR APPLICATIONS, OR WILL FUNCTION AS EXPECTED OR ANTICIPATED BY YOU OR AS DESCRIBED IN THE RELATED DOCUMENTATION. EXCEPT AS OTHERWISE PROVIDED IN THIS LICENSE AGREEMENT, THE SERVICE AND ALL RELATED SOFTWARE PRODUCTS AND DOCUMENTATION ARE FURNISHED “AS IS” AND WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES AS TO THE PERFORMANCE OF THE SERVICE OR RESULTS YOU MAY OBTAIN BY USING THE SERVICE, AND THE VENDOR DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY PROVIDED IN THIS LICENSE AGREEMENT. YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SERVICE.

4. Limitation of Remedies

YOU UNDERSTAND AND AGREE AS FOLLOWS:

a. IN NO EVENT WILL THE VENDOR OR ANY THIRD-PARTY LICENSOR TO THE VENDOR BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, OR PERFORMANCE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS OR BUSINESS INTERRUPTION, BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, OR PRINCIPLES OF INDEMNITY OR CONTRIBUTION, EVEN IF THE VENDOR OR SUCH LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THE VENDOR’S CUMULATIVE LIABILITY TO YOU FOR ANY DAMAGES OR LOSSES RELATING TO THE SERVICE OR THIS LICENSE AGREEMENT WILL NOT EXCEED THE AMOUNT OF MONEY THE VENDOR HAS RECEIVED FROM YOU AS OF THE DATE THE CAUSE OF ACTION GIVING RISE TO SUCH DAMAGES OR LOSSES ARISES OR SHOULD REASONABLY HAVE BEEN DISCOVERED.

b. The Vendor will not be liable for any loss or damage caused by delay in furnishing the Service or any other performance under this License Agreement.

c. Both the Vendor's entire liability and your exclusive remedy for the Vendor's liability of any kind for or related to the Service and all other performance or nonperformance by the Vendor under or related to this License Agreement are limited to the remedies specified by this License Agreement.

5. Termination

This License Agreement is effective until terminated. You may terminate this License Agreement at any time by providing a written notice of termination to the Vendor, ceasing to access and use the Service, and permanently deleting or destroying all usernames and passwords for access to the Service that are maintained in your records or on your computer equipment or network. This License Agreement also will terminate if you breach or do not comply with any terms or conditions of this License Agreement. Upon such termination, you agree to cease accessing and using the Service and to permanently delete or destroy all usernames and passwords for access to the Service that are maintained in your records or on your computer equipment or network.

6. Compliance with Law

You agree to comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders in connection with your access to and use of the Service. THE SERVICE AND ALL RELATED SOFTWARE PRODUCTS, INFORMATION AND TECHNOLOGY MAY NOT BE DOWNLOADED, DISTRIBUTED OR OTHERWISE EXPORTED OR RE-EXPORTED OUTSIDE THE UNITED STATES (OR CANADA) OR TO ANY FOREIGN ENTITY OR "FOREIGN PERSON" AS DEFINED BY U.S. GOVERNMENT REGULATIONS, INCLUDING WITHOUT LIMITATION ANYONE WHO IS NOT A CITIZEN, NATIONAL, OR LAWFUL PERMANENT RESIDENT OF THE UNITED STATES (OR CANADA), OR TO ANYONE ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS OR ON THE U.S. COMMERCE DEPARTMENT'S TABLE OF DENIAL ORDERS OR ENTITY LIST, OR INTO (OR TO A NATIONAL OR RESIDENT OF) CUBA NORTH KOREA, IRAN OR ANY OTHER COUNTRY TO WHICH THE U.S. EMBARGOES GOODS. BY USING THE SERVICE, YOU ARE WARRANTING THAT YOU ARE NOT A FOREIGN PERSON OR FOREIGN ENTITY (OTHER THAN A CANADIAN PERSON OR CANADIAN ENTITY) OR UNDER THE CONTROL OF A FOREIGN PERSON OR FOREIGN ENTITY (OTHER THAN A CANADIAN PERSON OR CANADIAN ENTITY).

7. Training

You are solely responsible for your access to and use of the Service. However, the Vendor may provide, at your expense, assistance and training in connection with the use of the Service. To request such assistance and training, please contact the Vendor at (571)309-3378.

8. Maintenance and Support

You acknowledge and agree that, except as expressly provided in this License Agreement or as expressly agreed in writing by you and the Vendor in a separate agreement, the Vendor has no obligation to provide any maintenance, upgrades, updates or support with respect to the Service. The Vendor will use commercially reasonable efforts to provide call center support for the Service. To determine the availability of such support, and to access such support if it is available, please call (571) 309-3378.

9. Indemnification

You agree to indemnify, defend and hold harmless the Vendor and all third-party licensors to the Vendor with respect to any and all claims, lawsuits, losses or damages, including attorneys' fees, the Vendor and/or any such licensors may suffer, incur or be subjected to as a result of your breach of or failure to comply with your obligations under this License Agreement.

10. General

This License Agreement is governed by the laws of the Commonwealth of Virginia, and you consent to the jurisdiction and venue of the state and federal courts located within the geographic boundaries of the United States District Court for the Eastern District of Virginia in connection with any action against you regarding the Service or this License Agreement. In the event of your breach of or failure to comply with this License Agreement, you agree that money damages will not be an adequate remedy for the Vendor, and therefore, in addition to any other legal or equitable remedies the Vendor may have, you agree that the Vendor will be entitled to seek and obtain an injunction or other equitable relief against such breach or failure to comply.

Any controversy or claim you may have against the Vendor arising from or relating to the Service or this License Agreement shall be submitted to arbitration before the American Arbitration Association or its successor, in Virginia; provided, however, that the Vendor shall have received from you at least 10 days' prior written notice of your intent to submit the matter to arbitration, and provided further that the arbitrator(s) selected shall be knowledgeable in the computer software field. The rules and regulations to be followed shall be those of the American Arbitration Association, or its successor, in effect on the date of delivery of the demand for arbitration. The decision of the arbitrators, or a majority of them, shall be final and binding on the Vendor and you, and such decision may be enforced by any court having jurisdiction over the party against whom the award is rendered. Each party shall pay the fees of its own attorneys and the expenses of its witnesses. All other costs and expenses of the arbitration, including the cost of recording the transcripts thereof, if any, administration fees and all other fees and costs, shall be paid by the non-prevailing party. In the event the arbitrators make no assessment of such other fees, costs and expenses, such fees, costs and expenses shall be borne equally by the parties.

All notices to the Vendor that are required or contemplated under this License Agreement shall be deemed to have been received by the Vendor only upon actual receipt by the Vendor of

written notice sent to the Vendor at the following address: Mirius LLC. PO Box 9952, Arlington, Virginia 22219-1952.