

END USER LICENSE AGREEMENT

This iMove, Inc. GeoView Software License Agreement (“Agreement”) is entered into as of _____, by and between iMove, Inc., an Oregon corporation with its principal place of business located at 1732 NW Quimby Suite 200, Portland, OR 97209 (“Licensor”) and _____ (“Licensee”).

In exchange for the mutual promises set forth below, the parties hereby agree as follows:

- 1. License.** Subject to Licensee’s compliance with all terms and conditions of this Agreement, iMove hereby grants Licensee a non-transferable, non-exclusive, limited license to (i) use the Production Toolkit Software, including any documentation, solely to enable Licensee to capture, assemble and edit immersive images (“Licensee Images”); and (ii) to distribute the iMove Viewer, and/or the iMove Active X Control Software, including any documentation (collectively, the “iMove Viewers”) to Licensee’s end users, solely for the purpose of enabling such end users to view the Licensee Images from within a web browser, outside the web environment or through Licensee’s ActiveX-enabled application. Licensee may distribute to end users under this Agreement the total number of copies of the iMove Viewers, in any combination, as specified in Exhibit A attached to and incorporated in this Agreement. Licensee may distribute the iMove Viewers solely via CD-ROM, diskette, electronic mail, DVD or the Internet. If Licensee licenses or otherwise distributes its Active X enabled application to end users with use restrictions, Licensee agrees that it shall include restrictions governing such end users’ use of the Active X Control Software no less stringent than those set forth in Section 4 (“Restrictions”) of this Agreement. (For the purpose of this Agreement, the Production Toolkit Software, iMove Viewer, and iMove Active X Control Software shall be collectively referred to as the “Software”). (For supplemental licensing, please contact iMove, Inc. at 1-503-221-2449).
- 2. Payment.** In exchange for the license granted hereunder, Licensee shall pay to Licensor the amount specified in Exhibit A (“License Fee”). The License Fee shall be invoiced to Licensee on the date of execution of this Agreement and shall be due within thirty (30) days of the date of invoice. All late payments shall be subject to a late fee of one and one half percent (1½%) per month or the maximum amount allowable by law, whichever is greater.
- 3. Support.** iMove shall provide limited email support to Licensee for its use of the Software for a period of ninety (90) days from the date of execution of this Agreement, during iMove’s regular business hours. All support questions must be directed to support@imoveinc.com.
- 4. Restrictions.** All rights not expressly granted herein are reserved by iMove. Except as required to carry out the license granted in this Agreement, Licensee will not copy, reproduce, perform, display, modify, sublicense, distribute or otherwise transfer the Software. Licensee will not sell or create derivative versions of Software without the express written consent of iMove. Licensee will not reverse engineer, reverse compile or otherwise seek to derive source code from the Software. Licensee will not publish or publicly disclose the results of any benchmark or other tests run on the Software without the express written consent of iMove.
- 5. Ownership.** Licensee acknowledges and agrees that iMove owns all right, title and interest in and to the Software, including all intellectual property rights therein.
- 6. Indemnification by Licensee.** Licensee shall indemnify, defend and hold harmless iMove from and against any suits, liabilities, obligations, claims, demands, damages, penalties, settlements, causes of action, costs and expenses, including, without limitation, reasonable attorneys’ fees, asserted by any and all third parties (collectively “Claims”) alleging or resulting from Licensee’s (i) breach of any term or condition of this Agreement; or (ii) infringement of the intellectual property or other violation of the rights of a third party as a result of (a) the Licensee Images; (b) Licensee’s unauthorized alteration of the Software; (c) Licensee’s combination of the Software with other software or materials not originating with or authorized by iMove; or (d) Licensee’s use of the Software not in compliance with this Agreement or any documentation provided with the Software.

7. Termination. Licensee acknowledges and agrees that this Agreement and all license to use the Software shall automatically terminate upon notice to Licensee from iMove if Licensee (i) violates the terms of Section 4 ("Restrictions"); or (ii) breaches the terms of this Agreement.

8. Effect of Termination. Upon termination of this Agreement for any reason, Licensee shall immediately cease all use of the Software. At the request of iMove, Licensee shall return or certify the destruction of all copies of the Software in its possession.

9. Warranty Disclaimer. THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR OTHERWISE. iMOVE EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. iMOVE DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR FREE.

10. Limitation of Liability. IN NO EVENT SHALL iMOVE BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

11. Survival. The following provisions shall survive termination of this Agreement for any reason: Sections 4 ("Restrictions"); 5 ("Ownership"); 6 ("Indemnification by Licensee"); 8 ("Effect of Termination"); 9 ("Warranty Disclaimer"); 10 ("Limitation of Liability"); 11 ("Survival") and 12 ("General").

12. General.

12.1 Compliance With Laws. Licensee agrees that it will comply with all applicable laws and regulations in its use of the Software, including any applicable export licensing requirements.

12.2 Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

12.3 Severability. In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

12.4 Governing Law. This Agreement will be governed by the laws of the State of Oregon without application of Oregon conflicts of law principles and the United Nations Convention on Contracts for the International Sale of Goods. Licensee irrevocably consents to the exclusive jurisdiction of the state and federal courts in Portland, Oregon, for any action, suit or proceeding in connection with the Software or this Agreement. The prevailing party in a suit shall be entitled to reimbursement for its costs and expenses, including any costs incurred in collecting overdue payments and attorneys' fees at trial and on appeal.

12.5 Entire Agreement. This is the entire agreement between the parties which supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement.

12.6 Trademarks. iMove is a trademark of iMove, Inc. Windows is a registered trademark of Microsoft Corporation. All trademarks and service marks are the sole property of their respective owners.

12.7 Government Licensee. Where Licensee is the United States Government, this Agreement shall be subject to FAR 52.227-1.

This Agreement shall be effective when signed by the authorized representatives of each party below.

IMOVE, INC.

LICENSEE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

UPDATED 12/12/01

