POTIX SOFTWARE LICENSE AGREEMENT

KEIKAI Trial License Agreement

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This KEIKAI Trial License Agreement ("Agreement") is a legal agreement between you

(either and individual or an entity) ("You") and Potix Corporation ("Potix").

This Agreement governs Your trial use of the Software (as defined below) and is effective upon the first date of installation or use of the Software ("Effective Date").

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1.2 "Developer Product" means Your software application developed with the Software.

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You shall not, and shall not allow any third party to:

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3.2 modify or create derivative works of the Software;

3.3 remove, alter or obscure any proprietary notices which appear in the Software;

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4. Term and Termination.

The term of this Agreement will begin on the Effective Date and will continue until terminated by either party under this Section; except that the rights granted under Section 2 (Evaluation License Grant) will terminate after sixty (60) days after the Effective Date (the "Trial Period"). You hereby agree that it may only license Software under Section 2 of this Agreement (Evaluation License Grant) for one (1) Trial Period. Potix may terminate this Agreement at any time if You fail to comply with the terms and conditions of this Agreement. You may terminate this Agreement by ending all use of the Software and destroying all copies of the Software in Your possession or control. Upon termination of this Agreement for

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7. No Support or Warranty.

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8. Limitation of Liability.

IN NO EVENT WILL POTIX BE LIABLE FOR: (I) ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA, LOST USE, OR LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL THEORY, EVEN IF POTIX HAS BEEN ADVISED OF, KNOWS OF, OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SOFTWARE. POTIX'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SOFTWARE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED ONE HUNDRED DOLLARS (US$100.00). THIS LIMITATION OF LIABILITY WILL APPLY

NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH HEREIN.

9. Indemnification.

You hereby agrees to indemnify Potix harmless against any and all damages, judgments, and costs (including but not limited to reasonable attorneys fees) incurred by Potix as a result of Your use or distribution of Developer Products, including any claims alleging that any Developer Products infringe the intellectual property rights of a third party.

10. General.

10.1 Assignment. You shall not assign or delegate its rights under this Agreement without the prior written consent of Potix. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties.

10.2 Relationship of Parties. The parties hereto are independent contractors. Nothing in this Agreement shall be deemed to create an agency, employment, partnership, fiduciary or joint venture relationship between the parties. Neither party has the power or authority as agent, employee or in any other capacity to represent, act for, bind or otherwise create or assume any

obligation on behalf of the other party for any purpose whatsoever. There are no third party beneficiaries to this Agreement.

10.3 Governing Law and Venue. This Agreement will be governed by the laws of the State of California in the United States of America, without giving effect to any conflicts or choice of laws principles that would require the application of the laws of a different jurisdiction. Any action or proceeding arising from or relating to this Agreement must be brought exclusively in state court in Santa Clara County, California, and each party irrevocably submits to the exclusive personal jurisdiction and venue of any such court in any such action or proceeding. In the event of any dispute in connection with this Agreement, the English language version of the Agreement will control for all purposes. Any action brought under this Agreement shall be conducted in the English language.

10.4 Survival. Section 4 (Term and Termination), 5 (Proprietary Rights), 6 (Confidentiality), 7 (No Support or Warranty), 8 (Limitation of Liability), 9 (Indemnification) and 10 (General) will survive the termination of this Agreement.

10.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements,

understandings and communications, whether written or oral. This Agreement may be amended only by a written document signed by both parties.

10.6 Severability and Waiver. If any provision of this Agreement is adjudicated to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.