END USER LICENSE AGREEMENT FOR MIONET, A PRODUCT OF SENVID INC.

This End User License Agreement For MioNet, a product of Senvid Inc. ("Agreement") is a legal agreement between you, either an individual or a single entity ("You"), and Senvid, Inc. ("Senvid"), regarding your use of MioNet, the Senvid client application software (the "Software"), and related online or electronic documentation ("Documentation") (the Software and the Documentation collectively referred to herein as the "Software").

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE SOFTWARE. By CLICKING THE "I ACCEPT" BUTTON BELOW, installing, copying or otherwise using the Software, you acknowledge that you have read and agree to be bound by the terms of this AGREEMENT. If you do not agree to the terms of this AGREEMENT, you are not authorized to use the Software.

IF THE SOFTWARE HAS BEEN LICENSED BY ANOTHER PARTY FOR YOUR USE, YOUR RIGHT TO USE THE SOFTWARE AND ANY RELATED SERVICES IS GOVERNED BY THE TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN THAT OTHER PARTY AND SENVID.

IF YOU ACCEPT THIS AGREEMENT, YOU ARE ALSO REQUIRED TO REGISTER YOURSELF AS AN AUTHORIZED USER OF THE SENVID SERVICE (THE "SERVICE") BY COMPLETING THE SENVID USER REGISTRATION PROCESS AT THE TIME OF INSTALLATION.

1. LICENSE GRANT, RESTRICTIONS AND UPGRADES

(a) License Grant. Senvid hereby grants you a non-exclusive, non-transferable, revocable license to use the object code copy of the Software as follows:

You may use the Software for one Senvid subscription account (a "Subscription Account" is comprised of the shared resources accessible by a single login ID) on no more than five (5) computers owned, leased, or, with authorization, routinely and primarily used by you. If multiple copies of the Software have been licensed by you, for each licensed copy you may authorize an end user to install and use the Software for one Senvid Subscription Account on no more than five (5) computers owned, leased, or, with authorization, routinely and primarily used by that end user.

(b) Restrictions. You may not:

(i) modify, disassemble, decompile or reverse engineer the Software or the Senvid Service accessible with the Software, except to the extent that such restriction is expressly prohibited by law;

(ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Software to any third party or use the Software to provide time sharing or similar services for any third party;

(iii) make any copy of the Software beyond the number of copies authorized to be installed according to the number of licenses you have acquired (plus a single backup copy);

(iv) circumvent or disable any technology features or measures in the Software for protection of intellectual property rights; or

(v) delete the copyright and other proprietary rights notices on the Software.

Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void.

(c) Software Upgrades. You acknowledge that Senvid may from time to time issue upgraded versions of the Software, and may automatically electronically upgrade the version of the Software that you are using on your computer. You consent to such automatic upgrading, and agree that the terms and conditions of this Agreement (as amended from time to time by notices posted on Senvid's website) will apply to all such upgraded versions.

(d) Open Source. With respect to any open source code that may be incorporated in the Software, such open source code is covered by the applicable open source license agreement, if any, authorizing use of such code.

2. OWNERSHIP OF SOFTWARE

The Software is the copyrighted proprietary material of Senvid. Your license under this Agreement is not a sale of the Software or any copy thereof and Senvid retains all right, title, and interest in the Software (and any copy thereof). Senvid reserves all rights not expressly granted under this Agreement.

3. USE OF THE SENVID SERVICE

The Software enables end users to access and use the Service. You agree that your use of the Service will be governed by the terms and conditions of the Terms of Use and the Privacy Policy posted on the Senvid website at www.senvid.com (as amended from time to time by notices posted on Senvid's website). You also agree to comply with all other notices, terms and conditions posted on the Senvid website, including but not limited to the Senvid Acceptable Use Policy posted thereon.

Senvid respects the prerogatives of copyright owners to control commercial uses of their material, and expects our users to do the same. You are responsible for complying with

all federal and state laws applicable to the content available through the Software and/or the Service, including copyright laws.

As a condition to the license to use the Software and to your use of the Service, you agree that you will not use the Software or Service to infringe the copyrights or other intellectual property rights of others in any way. You agree that any such infringement constitutes a material breach of this Agreement and would cause irreparable harm to Senvid and entitle Senvid to receive equitable relief. You agree that you will indemnify and defend Senvid against all liabilities, damages, claims, fines and expenses (including reasonable attorney's fees) arising out of any claim that you have infringed the copyrights or intellectual property rights of others.

As a condition to your use of the Software and Service, you agree that you will not use the Software or Service, or attempt to penetrate, modify or manipulate the Software or Service or any of the hardware or software thereof, in order to invade the privacy of, obtain the identity of, or obtain any personal information about (including but not limited to IP addresses of) any Senvid account holder or user, or to modify, erase or damage any information contained on the computer of any user connected to the Service.

4. TERMINATION OF THIS LICENSE

Senvid reserves the right to terminate this Agreement at any time if you are in breach of any of the terms of this Agreement or the Terms of Use or Acceptable Use Policy posted on the Senvid website. Without limiting the foregoing, Senvid specifically reserves the right to terminate your Subscription Account and to block your use of the Service permanently: (a) if you infringe the rights of others in conjunction with your use of the Service; (b) if Senvid believes your conduct is harmful to the interests of Senvid, its affiliates, or other users; and (c) for any other reason in Senvid's sole discretion. Upon termination by Senvid you must immediately cease using the Software and destroy all copies of the Software in your possession. You may also terminate this Agreement at any time by ceasing use of the Software and destroying all copies of the Software in your possession.

5. DISCLAIMER

THE SOFTWARE IS PROVIDED "AS-IS." SENVID MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SOFTWARE OR ITS OPERATION. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, SENVID DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF NON- INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW OR OTHERWISE GOVERN THE SCOPE OF EXCLUSIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY IN FULL. THE SOFTWARE IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR

COMMUNICATIONS SYSTEMS, OR AIR TRAFFIC CONTROL MACHINES, OR ANY OTHER MACHINES IN WHICH CASE THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

6. LIMITATION ON DAMAGES

IN NO EVENT SHALL SENVID BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF THE SOFTWARE, ON ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF SENVID HAS BEEN EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS RESTRICT THE LIMITATION OF LIABILITY OR DAMAGES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IF ANY PART OF THE LIMITATION OF DAMAGES SET FORTH ABOVE IS UNENFORCEABLE UNDER APPLICABLE LAW, SENVID'S AGGREGATE LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

7. GOVERNMENT END USERS

If this Software is being acquired on behalf of the United States Government, the following applies. Use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable.

8. EXPORT CONTROL

This Software originates in the United States, and is subject to United States export laws and regulations. This Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, this Software may be subject to the import and export laws of other countries. You represent that you are entitled to favorable treatment under United States export laws and that you will not transfer or use the Software in violation of United States or foreign laws. You agree to comply with all United States and foreign laws related to use of the Software and the Service.

9. GOVERNING LAW

This Agreement and any and all claims relating to the Software or Documentation shall be governed by the laws of the State of California, U.S.A. without regard to or

application of choice of law rules or principles. Except for disputes as to the ownership of intellectual property rights in the Software, all disputes arising out of or relating to this Agreement or its interpretation shall be finally settled by binding arbitration in Santa Clara County pursuant to the Commercial Arbitration rules of the American Arbitration Association by one arbitrator. The selected arbitrator will have knowledge of and experience regarding the computer industry and the Internet. Requests for equitable relief shall be first submitted to the arbitrator. Any arbitration award may be enforced in any court of competent jurisdiction. You hereby consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in Santa Clara County of the State of California.

10. MISCELLANEOUS

Senvid may amend this Agreement at any time by a notice on its website, which shall be binding upon you; accordingly, we urge you to visit the Senvid website periodically to review the then current and effective terms and conditions for use of the Software, as well as the Senvid website and Service. You may not revise or amend these terms and conditions without the prior written authorization of an officer of Senvid. Certain provisions of these terms and conditions may be superceded by expressly designated legal notices or terms located within the Senvid website. This Agreement will bind and inure to the benefit of each party's successors and assigns, provided that you may not assign this Agreement, in whole or in part, without Senvid's prior written consent. If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected. No delay or failure by Senvid to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

THE SOFTWARE IS PROTECTED BY UNITED STATES COPYRIGHT LAW AND INTERNATIONAL TREATY. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES.