

MIME++ SOFTWARE CORPORATE LICENSE AGREEMENT
HUNNY SOFTWARE, INC.

This Software License Agreement (“the Agreement”) is a legal Agreement between (“Licensee”) and Hunny Software, Inc. (“Licensor”) (each also individually a “Party” and collectively “Parties”). In consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follow:

1. Definitions

1.1 Software means the software product developed by Licensor and designated as “MIME++,” including the MIME++ Object Code, any Object Code derived from the source Code, Documentation, and any example programs made available on Licensor Site.

1.2 MIME++ whenever used in this Agreement mean MIME++ versions 4.x.

1.3 Documentation means all MIME++ documentation in machine-readable form that is downloaded with the Software via a standard download of the Software from the Licensor Site.

1.4 Licensor Site means the Internet website maintained by or on behalf of Licensor from which the Software is available for download by the general public pursuant to a license from Licensor. This site currently is located at the URL www.hunnysoft.com.

1.5 Source Code means statements in C/C++, which, when processed by a compiler, assembler or interpreter, become executable by a computer.

1.6 Object Code means the machine-executable program instructions derived from the Source Code when operated on by a compiler system.

1.7 Application Program is a software entity containing Object Code in an executable image that can be loaded in, and executed by, an operating system.

1.8 License means the license provided to Licensee under this Agreement as set forth in Section 2 hereof.

1.9 Support means the technical support services provided by Licensor as defined in Section 4 hereof.

1.10 Licensee means

2. Grant of License

2.1 Subject to the terms and conditions of this Agreement, Licensor grants the Licensee, and Licensee accepts, a perpetual Site License at . This license is non-exclusive, non-revocable, and non-transferable or otherwise sub-licensable, except as otherwise provided herein.

2.2 Licensee may use, sell, distribute and sub-license Application Programs that include the MIME++ Object Code. Licensee further may distribute dynamic link libraries (*.DLL) or shared objects (*.so) that incorporate MIME++ Object Code with the Application Programs if the dynamic link libraries or shared objects are necessary for the Application Programs to run. Such dynamic link libraries and shared objects remain the property of Licensor and are licensed to Licensee subject to the terms of this Agreement, except that the dynamic link libraries and shared objects are not eligible for Support, and shall be excluded from any and all warranties and indemnity obligations made by Licensor hereunder. The operation of and any harm or damage caused by such dynamic link libraries and shared objects to either Party or to any third party shall be the sole responsibility of Licensee. Licensee must clearly

embed within the dynamic link libraries or shared objects a notice of Licensor's copyright in a form and manner specified by Licensor in Appendix A.

2.3 Licensee may make copies of the Documentation in printed form for its internal use, and may include portions of such Documentation in Licensee's documentation distributed with an Application Program if related to an end user's use of such Application Program.

2.4 Licensee, when making copies of the Software, including the Documentation, shall reproduce any and all copyright notices, trademark notices and similar notices (whether present on the originals or as otherwise instructed by Licensor) onto the copies.

2.5 Licensee agrees not to rent, lease, or otherwise assign any interest in or rights under this Agreement to any third party without the express written consent of Licensor. Licensee agrees not to use the software to create a library-type product or any competing product without express written consent of the Licensor.

3. Ownership

3.1 By virtue of this Agreement, the Licensee acquires only the rights in Section 2, above. The Parties agree that the software (including all text incorporated into the Software), any modifications, and any dynamic link libraries or shared objects described in Section 2.3 hereof, are owned by Licensor and are protected by the copyright laws of the United States and international treaty provisions and all other applicable national and international laws. All right, title, and interest in the Software, modifications, and the aforementioned dynamic link libraries and shared objects shall remain with Licensor. Without limiting the foregoing, Licensee hereby assigns to Licensor all right, title, and interest in the copyrights embodied in the Software, modifications, and the aforementioned dynamic link libraries and shared objects that may inure to Licensee in connection with this Agreement or from its use of the Software, modifications, or aforementioned dynamic link libraries or shared objects. Upon request by Licensor, Licensee shall execute and deliver any assignments or other documents and otherwise shall assist Licensor to obtain, maintain, perfect or enforce any of Licensor's rights under this Section 3.

4. Support

4.1 Licensor agrees to provide technical support services ("Support") to Licensee as set forth in this Section 4 of this Agreement. Such Support shall consist of a total of 90 days of telephone and/or on-line response to inquiries relating to the Software made by authorized personnel of Licensee. Any support provided beyond 90 days will be billed at Ten Percent (10%) of the total contract price annually as defined in Section 5 herein.

5. Licensee Fee

5.1 In consideration of the License and Support provided herein, Licensee agrees to pay the fees set for in this Section 5. Except as expressly provided herein, a fee, once paid, is non-refundable notwithstanding a later breach or termination of this Agreement.

5.2 Licensee agrees to pay Licensor the sum of as a License Fee ("Licensee Fee") upon the execution of this Agreement in consideration for the License grant and Support services provided.

6. Representations and Warranties

6.1 Licensor represents that the Software does not infringe any third party copyrights or trade secrets, and represents that, to the knowledge of its employees, the Software does not infringe any third party patents.

6.2 Licensor warrants that the Software shall perform, under normal use and circumstances, substantially in conformity with the specifications in the Documentation or with any other Software specifications published by Licensor.

6.3 In the event the Software fails to perform in accordance with Section 6.2, and such failure is reported in writing by Licensee to Licensor with ninety (90) days from the date of this Agreement, or from the date that said specifications are last published (whichever is later), then Licensor shall either remedy the nonconformity or offer to refund the License Fee to Licensee. In the event of a refund, this Agreement, and the License hereunder, shall immediately terminate.

6.4 The Parties agree to cooperate in good faith in identifying and remedying any substantial nonconformity pursuant to this Section 6.

7. Disclaimer of Warranties and Damages

7.1 EXCEPT AS SET FORTH IN SECTION 6 HEREOF, THE SOFTWARE IS PROVIDED "AS IS," AND LICENSOR MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. IN ADDITION TO AND NOT INSTEAD OF THE FOREGOING, LICENSOR DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL SATISFY LICENSEE'S REQUIREMENTS, THAT THE SOFTWARE IS WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. THE AGGREGATE LIABILITY OR LICENSOR ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (E.G., WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) IS LIMITED TO THIS AGREEMENT. LICENSOR SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF LICENSOR HAS BEEN ADVISED OR THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY SHALL BE RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE, LOSS OF DATA, COSTS OF RECREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM, NOR IS LICENSOR LIABLE FOR ANY DAMAGES TO ANY THIRD PARTY BY VIRTUE OF THIS AGREEMENT.

8. Indemnification

Licensor shall defend, indemnify, and hold Licensee harmless from and against any third-party claim of infringement of any patent, copyright, trade secret or other proprietary right relating to the Software, provided that the Software has not been altered, revised or modified by Licensee in a manner that causes the alleged infringement, and further provided that: (i) Licensee promptly notifies Licensor in writing of such claim; (ii) except as expressly noted in this Section 8, Licensor shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; and (iii) Licensee cooperates with Licensor shall keep Licensee informed of, and consult with Licensee in

connection with the progress of such litigation or settlement, and Licensor shall not have any right, without Licensee's written consent, to settle any such claim if such settlement arises from or is part of any criminal action, suit, or proceeding and contains a stipulation to or admission or acknowledgment of, any criminal liability or wrongdoing on the part of Licensee.

Licensee shall defend, indemnify and hold Licensor harmless from and against any third-party claim or action, due to the negligence or fraud on the part of the Licensee while using the Software.

9. Confidential Information

9.1 The Parties acknowledge and agree that, in the course of meeting their obligations under this Agreement, they will obtain information relating to the other Party, which may be confidential and proprietary nature ("Confidential Information"). Such Confidential Information includes the Software and also may include, but is not limited to, trade secrets, know-how, inventions, techniques, processes, programs, schematics, data, customer lists, financial information, sales, marketing plans, or other information that the Party which owns such information (the "Disclosing Party") designates in writing as confidential and that has economic value. Confidential Information of a Party also includes any information described above which the Disclosing Party has obtained from another Party and designates in writing as confidential whether or not owned or developed by the Disclosing Party. Confidential Information specifically includes the calculations, nature, and amount of the License Fee reflected in Section 5 of this Agreement.

9.2 Non-Disclosure. Each Party agrees not to disclose the Confidential Information of the Disclosing Party or to use Confidential Information for any purpose other than the performance of its obligations or exercise of its rights under this Agreement. Each Party agrees to protect the Confidential Information of the Disclosing Party from disclosure to anyone other than its directors, officers, employees, attorneys, and other agents, and those of its subsidiaries, affiliates, or partners, all who must have a business-related need to have access to such Confidential Information in connection with the purposes of this Agreement, and who have entered in to agreements with such Party pursuant to which they are bound by the confidentiality provisions of this Agreement to the same extent that the Parties are bound. Each Party further agrees promptly to advise the Disclosing Party in writing of any unauthorized misappropriation, disclosure, or use by any person of the Confidential Information of the Disclosing Party which may come to its attention and to take all steps reasonably available and requested by the Disclosing Party to limit, stop, or otherwise remedy such misappropriation, disclosure, or use.

9.3 Compelled Disclosure. In the event that a Party that has received Confidential Information ("Receiving Party") as a result of this Agreement or any of its representatives shall be under a legal obligation in any administrative or judicial proceeding to disclose any Confidential Information, the Receiving Party shall give the Disclosing Party prompt notice thereof so that the Disclosing Party may seek a protective order, or similar procedure and/or waive the duty of non-disclosure; provided that, in the absence of such order or waiver, if the Receiving Party or any such representative shall, in the opinion of its counsel, stand liable for contempt or be likely to suffer other censure or penalty for failure to disclose, disclosure pursuant to the order of such tribunal may be made by the Receiving Party or its representatives without liability hereunder.

9.4 Information Not Considered Confidential. Notwithstanding anything to the contrary contained herein, neither Party shall have any obligation with respect to any designated Confidential Information of the Disclosing Party which: (i) is or becomes generally known to third parties on a non-confidential basis, through no wrongful act of the Receiving Party; (ii) is lawfully obtained by the Receiving Party from a third party without any obligation by the Receiving Party to maintain the information as

proprietary or confidential; (iii) is known by the Receiving Party prior to disclosure hereunder without any obligation to keep it confidential; (iv) is independently developed by the Receiving Party without reference to or use of the other's Confidential Information; or (v) is the subject of a written agreement between the Parties whereby the Disclosing Party consents to the disclosure of such Confidential Information.

9.5 Exception. Notwithstanding this Section 9, Licensor, in its sole discretion, may disclose the terms of this Agreement, including but not limited to the calculation, nature and amount of the License Fee reflected herein, to potential investors, partners, joint ventures, licensees, contractors, and similar third parties.

10. Term and Termination

10.1 This Agreement is effective until terminated.

10.2 Licensee may terminate the License at any time by destroying the Software, any modifications within the meaning of Section 2.2, any dynamic link libraries, or shared objects within the meaning of Section 2.3, and related documentation and all copies thereof (including copies on or in all types of media and computer memory and whether or not modified or merged into other materials). Upon request, Licensee shall provide Licensor with written notice of such termination, which notice shall serve also as confirmation that Licensee has complied with this Section 10.2.

10.3 In the event of "material breach" of this Agreement, as defined herein, by Licensee, Licensor may elect to terminate this Agreement by providing written notice to Licensee. If Licensee fails to cure such alleged breach with thirty (30) days of receipt of said notice, the Agreement shall terminate. Upon termination, Licensee must destroy the Software, any modifications with the meaning of Section 2.2, any dynamic link libraries, or shared objects within the meaning of Section 2.3, and related documentation and all copies thereof. Termination of this Agreement shall not limit Licensor from pursuing any other remedies available to it, including injunctive relief. "Material breach" within the meaning of this Section 10.3 shall include, but is not limited to, a delay or failure by Licensee to pay any of the License Fee described in Section 5 hereof.

11. General

11.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and merges all prior agreements, discussions, and understandings between them. No modification of or amendment to the Agreement, nor waiver of any rights under this Agreement, shall be effective unless in writing signed by Licensor and Licensee.

11.2 Waiver. The failure by Licensor or Licensee to enforce any provision of this Agreement or to exercise any right in respect hereto shall not be construed as constituting a waiver of its rights hereunder.

11.3 Governing Law, Forum. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Maryland, notwithstanding the conflict or choice of laws principles thereof. The Parties agree that any dispute arising out of or relating to this Agreement shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitration shall be held in Montgomery County, in the State of Maryland or such other place as the parties may agree. The arbitrator's award shall be final and binding, and judgment thereon may be entered in any court having jurisdiction over the party against which enforcement is sought.

11.4 Effective Date. The effective date of this Agreement shall be the date on which it is executed.

11.5 Notice. Any notice or other communication under this Agreement shall be in writing and shall be effective upon the earlier of actual receipt, seven (7) days following deposit into the United States mail (certified mail, return receipt requested), the next business day following deposit with a nationally recognized overnight courier service, or the same day following transmission of a legible facsimile copy during regular business hours, in each case with any delivery fees prepaid and addressed to the party at the address set forth in this Section 11.5 or such other address as that Party may notify the other from time to time in accordance with this Section 11.5.

Address for notices, if to Licensor:

Hunny Software, Inc.
15308 Winesap Drive
North Potomac, Maryland 20878
USA

Address for notices, if to Licensee:

11.6 Authority. Each Party warrants that it has full power to enter into and perform this Agreement, and the person signing this Agreement on such Party's behalf has been duly authorized and empowered to enter into this Agreement. Each Party further warrants that it is subject to no conflicting legal or contractual obligations that prevent or inhibit it from complying with its obligations hereunder.

11.7 No Third Party Beneficiaries. The Parties agree that they are entering into this Agreement solely for their own benefit and not for the benefit, or to further or protect the rights and interests, of any third parties. Hence, there is no third party beneficiaries existing under this Agreement.

11.8 Independent Contractors. The relationship of the Parties established by this Agreement is that of licensor and licensee, and, as such, the Parties are independent contractors. Nothing herein shall be construed (a) to give either Party the power to control or direct the activities of the other, (b) to constitute the Parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking, or (c) to allow either Party to create or assume any obligation on behalf of the other. All financial obligations of either Party are the sole responsibility of that Party.

11.9 Severability. The provisions of this Agreement are severable, and if for any reason a court of competent jurisdiction finds any provision contained in this Agreement to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

11.10 Survivability. Without limiting in any way the survivability of other provisions herein as determined by applicable law, the Parties expressly intend the obligations set forth in Sections 3,5,6,7,8, 9 and 11 to survive termination of this Agreement.

11.11 Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives.

HUNNY SOFTWARE, INC.

BY: _____ BY: _____

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

(SEAL) (SEAL)