

ZEUS PRODUCTIONS - RUN-TIME DISTRIBUTION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT MUST BE SIGNED AND RETURNED TO ZEUS PRODUCTIONS PRIOR TO DISTRIBUTION OF ANY PRODUCT USING THE ZEUS RUN-TIME SOFTWARE.

This agreement is entered into by and between Zeus Productions, located at P.O. Box 223, Franklin Park, NJ 08823 USA, ("Zeus") and the Publisher that executes this agreement ("Publisher"), effective as of the date of receipt by Zeus Productions. This agreement supplements and amends Zeus's standard form End-User License Agreement for the Zeus Productions software, which is attached hereto as Exhibit D and which is incorporated herein by this reference (the "End-User Agreement") and supersedes the terms of any previously signed Developers Run-Time Distribution Agreement for the products listed on Exhibits A and B.

Publisher has developed or contracted to have developed one or more "End-User Products" (as defined in the End-User Agreement) using Zeus Software that Publisher desires to distribute directly or indirectly (through distributors) to end-users. ZEUS PRODUCTIONS IS WILLING TO PERMIT PUBLISHER TO DISTRIBUTE NO MORE THAN FIVE (5) ZEUS RUN-TIME DISTRIBUTIONS PER COPY OF THE ZEUS SOFTWARE PURCHASED without payment of royalty to Zeus Productions, but only if Publisher and its distributors use certain Zeus Productions trademarks and copyright notices according to the terms of this Agreement.

1. DEFINITIONS. Terms shall be defined in the End-User Agreement or as defined below or elsewhere in the Agreement.

(a) A "Developer" creates the End-User Products using or incorporating Zeus Productions software.

(b) A "Publisher" causes the Published Products to be reproduced and distributed to End-Users either directly or indirectly, through distributors. A Publisher may also be a Developer, or may have contracted with a Developer to obtain the Publisher Products. The Developer is considered to be the Publisher when the product is to be delivered solely to a client whom has contracted with the Developer to provide said product.

(c) "Publisher Products" means the End-User products intended for distribution that were developed using Zeus Software, and/or make use of, or incorporate Zeus Run-Time Software and which are listed on Exhibit A or Exhibit B to this Agreement (as amended by the parties from time to time), and any new or modified versions of such products that are developed using the Zeus Software and/or incorporating the Zeus Run-Time. Additional Publisher Products may be added to this Agreement by completing, signing and sending additional copies of Exhibit A and/or Exhibit B to Zeus Productions. Publisher Products added by Publisher from time to time shall be governed by the terms of this Agreement.

2. GRANT OF RIGHTS

(a) Representation of Publisher - Publisher represents that it is the Developer of the Publisher Products or that the Publisher Products has been developed for or on behalf of Publisher by a third party Developer, and is accordingly responsible for the development and design of the Publisher Product.

(b) Publishing License

(i) Zeus Productions grants to Publisher a non-exclusive, non-transferable, perpetual, worldwide, non-royalty bearing license to incorporate the Zeus Run-Time into or with Publisher Products and to copy, distribute, display and perform said copies subject to Publisher's compliance with the terms of this Agreement. Publisher has no right to, and agrees not to, copy, distribute, display or perform the Zeus Run-Time except as part of or with the Publisher Product. ORIGINAL PURCHASER OF ZEUS SOFTWARE IS ENTITLED TO DISTRIBUTE NO MORE THAN FIVE (5) ZEUS RUN-TIME DISTRIBUTIONS PER COPY OF THE ZEUS SOFTWARE PURCHASED. The right to distribute the Zeus Run-Time for a given Publisher Product is based on the rights granted to the purchaser of the Zeus Software, and does not grant the Publisher of a Publisher Product, if not the original purchaser, rights to distribute the Zeus Run-Time beyond which the purchaser would otherwise be entitled. In the case of a Developer providing Publisher Product to a Publisher, the Publisher is expressly NOT entitled to distribute the Zeus Run-Time except insofar as the Developer is so entitled.

(ii) Publisher's right to develop the Publisher Products through a third party Developer is subject to a prior written agreement of the Developer to comply with this Section 2(b) and with Section 2(d) below. Publisher's failure to require Developer to comply with Section 2(b) and 2(d) will be deemed a material breach of this Agreement by Publisher.

(iii) Developer's right to provide the Publisher Products to a third party Publisher is subject to a prior written agreement of the Publisher to comply with this Section 2(b) and with Section 2(d) below. Developer's failure to require Publisher to comply with Section 2(b) and 2(d) will be deemed a material breach of this Agreement by Developer.

(iv) In the event that Zeus Run-Time software is distributed as part of a kiosk-based or site-based application, each site shall be considered a separate distribution. Thus, distributing the software to five different sites would consume all five Run-Time distributions allowed.

(c) Trademark License - Zeus Productions grants Publisher the right to utilize the following Zeus Trademarks: zLaunch™, zScript™, zOpen™, TranZtions™, Zeus Productions™, the Juiced with Zeus Logo and other trademarks as this agreement is amended from time to time, for the purposes, and only for the purposes of complying with this agreement.

Publisher agrees to identify trademarks in its copyright screen, and in electronic and printed documentation for the Publisher Products in the form set forth below:

"Juiced with Zeus", the "Juiced with Zeus" logo and *productName*[™] are trademarks of Zeus Productions.

(d) Required Mark and Copyright - The license granted by Zeus to Publisher in Section 2(b) of this Agreement is specifically conditioned upon Publisher meeting the following obligations during the term of this agreement:

(i) Publisher agrees to use the "Juiced with Zeus"[™] Logo in the form provided by Zeus on each copy of a Publisher Product to be distributed in accordance with the usage guidelines attached to Exhibit C. For Publisher Products on Exhibit A, the "Juiced with Zeus" logo shall appear on both the packaging and within the software. For Publisher Products on Exhibit B, the "Juiced with Zeus " logo shall appear within the software only.

(ii) Publisher agrees to incorporate in its copyright screen, and in electronic and printed documentation for the Publisher Products a copyright notice in the form set forth below

productName[™] Copyright © 1996-1997. Zeus Productions. All rights reserved.

such as:

zLaunch[™] Copyright © 1996-1997. Zeus Productions. All rights reserved.

zScript[™] Copyright © 1996-1997. Zeus Productions. All rights reserved.

zOpen[™] Copyright © 1996-1997. Zeus Productions. All rights reserved.

(e) Copies - Publisher agree to provide to Zeus at no cost two (2) Not-For-Resale copies of each Publisher Product within thirty (30) days of first distribution under this Agreement.

(f) Limitations - Title to the Zeus Run-Time and all associated patents, trademarks, copyrights, trade secrets and other propriety rights shall remain with Zeus Productions.

(g) Approval by Zeus - Upon the request of Zeus, all representations of the Zeus Trademarks that Publisher intends to use shall be submitted to Zeus for approval (which shall not be unreasonably withheld or delayed). Zeus agrees that approval may be assumed for any use of a Zeus Trademark that is substantially similar to one previously approved. Should Zeus disapprove of a use of a Zeus Trademark, Zeus shall promptly specify the changes to be made to secure approval, which changes shall be consistent with the Zeus trademark usage guidelines and the intent of the parties entering into this Agreement.

3. Zeus Indemnity - Zeus shall indemnify Publisher against all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including reasonable attorneys' fees and court costs that Publisher may sustain or incur by reason of any claim that the Zeus Software infringes upon or violates copyright of trade secrets of a third party and/or that Zeus's trademarks infringe or violates trademark or other proprietary rights of a third party; provided Publisher promptly notifies Zeus Productions and allows Zeus Productions to control the defense and resolution of the claim.

Zeus shall have no liability for any claim of the infringement arising out of (i) the use of any altered release of the Zeus Run-Time or (ii) the use of combination of the Zeus Run-Time with non-Zeus programs, data or equipment if such infringement was caused by such use or combination.

THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT WHICH ARE HEREBY DISCLAIMED, AND SETS FORTH ZEUS'S ENTIRE LIABILITY FOR ANY INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY ZEUS RUN-TIME OR ZEUS TRADEMARKS.

4. Termination - Publisher may terminate this agreement at any time upon five (5) days prior notice written to Zeus. Zeus may terminate this Agreement if: Publisher materially defaults in the performance of any material provisions of this Agreement (including breach of any of Publisher's obligations under section 2(d) of this Agreement); Zeus gives written notice to Publisher of such default; Publisher fails to cure such default within ten (10) days after Zeus's notice; and Zeus gives subsequent notice that this Agreement is terminated. Upon the termination of this Agreement, the rights and licenses granted to Publisher pursuant to this Agreement will automatically cease, provided that Publisher may sell existing inventory for a period of ninety (90) days, subject to Section 2(d), and all existing sublicenses to end users will continue for the duration of the sublicense. If this Agreement is terminated for any reason, the underlying End-User Agreement shall remain in force and the provisions of sections 3, 5 and 6 of the Agreement shall survive

5. Limitation of liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICE, LOST PROFITS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE TERMINATION THEREOF, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. The parties agree that this provision will not limit Zeus's remedies for the infringement of its intellectual property

6. General

(a) Governmental Consent - Publisher and Zeus each represent and warrant that no non-U.S. government authority's consent or authority is required in connection with this Agreement, except that Zeus disclaims any representations or warranty with respect to Publisher's Products.

(b) Indemnification of Zeus Productions - Subject to the terms and conditions set forth in paragraph 3 and 5, Publisher agrees to indemnify and hold Zeus harmless against any costs, loss, liability or expense (including reasonable attorneys' fees) arising out of third party claims against Zeus as a result of Publisher's development, promotion and distribution of the Publisher's Products. Publisher shall have no liability for any claim arising out of (i) the use or combination of the Publisher's Product(s) with non-Publisher's Products, programs, data or equipment if such claim arise from such use or combination, or (ii) the Zeus Run-Time, Zeus Trademarks or any other material services provided or contributed by Zeus Productions.

(c) Governing Law and Legal Action - This agreement shall be governed by the laws of the New Jersey. Both parties agree that process may be served in the manner provided herein for the giving of notices or otherwise as allowed by law.

(d) Notice - All notices under this Agreement may be addressed to the parties at the addresses stated above and shall be sufficient only if personally delivered, delivered by a major commercial rapid delivery courier service, delivered by telecopy (facsimile) transmission, or mailed by certified or registered mail return receipt requested. If not received sooner, notice by mail shall be deemed received seven (7) days after deposit. Questions regarding this Agreement may be addressed to Zeus Productions, Attn: Publishing Relations, Facsimile: (908) 398-1682, Telephone: (800) 797-2968, e-mail: info@zeusprod.com

PUBLISHER:

By: _____
Print Name: _____
Title: _____
Company: _____
Address: _____

Tel No: _____
Fax No: _____
E-mail: _____
Dated: _____

DEVELOPER: (if different from Publisher)

By: _____
Print Name: _____
Title: _____
Company: _____
Address: _____

Tel No: _____
Fax No: _____
E-mail: _____
Dated: _____

Mail to:
Zeus Productions
Attn: Juiced with Zeus
P.O. Box 223
Franklin Park, NJ 08823-0223 USA