

SPELLING PLUS LIBRARY LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") is entered into effective as of the ____ day of October, 2007, by and between VIRTUAL UBIQUITY, INC., a Massachusetts corporation ("Licensee") and INTEGRA WEB STUDIOS, INC., operating under the name gSkinner, a corporation existing under the laws of Alberta, Canada ("gSkinner").

In consideration of the mutual promises contained herein, Licensee and gSkinner hereby agree as follows:

Section 1 – Definitions: In this Agreement, the following expressions shall have the meanings indicated:

- (a) "Delivery Date" shall mean the date that the Spelling Plus Library is delivered to Licensee by gSkinner or by any other person authorized by gSkinner;
- (b) "gSkinner Website" shall mean the website at the universal resource locator www.gskinner.com;
- (c) "License" shall have the meaning set forth in Section 2;
- (d) "Spelling Plus Library" shall mean the source code for the library of code and data referred to as the "gSkinner Spelling Plus Library" developed in Flash ActionScript, including any updates, revisions, enhancements or modifications thereto made by Licensee during the term of this License; and
- (e) "Licensee Software" shall have the meaning set forth in Section 3.

Section 2 - License: gSkinner hereby grants to Licensee a worldwide, non-exclusive, transferable license to use the Spelling Plus Library, and to install the Spelling Plus Library on all of Licensee's computer work-stations located at a single physical premises of Licensee, in accordance with the terms and conditions set out in this Agreement (the "License"). To install the Spelling Plus Library on Licensee's computer work-stations at other premises of Licensee, Licensee shall acquire a separate License for each additional premise.

Section 3 – Permitted Use: Licensee may use the Spelling Plus Library for the purposes of:

- (a) incorporating the Spelling Plus Library into and as a part of the precompiled computer program currently known as "Buzzword," for use on any platform, and any update, revision, enhancement, or modification thereto developed by Licensee from time to time (the "Licensee Software");

- (b) modifying the source code for the Spelling Plus Library for the purpose of incorporating such modifications in the Licensee Software;
- (c) maintaining the source code for the Spelling Plus Library on Licensee's servers for the purpose of developing the Licensee Software; and
- (d) copying, distributing and sub-licensing the use of the Spelling Plus Library to any person as part of the Licensee Software;

each as subject to the other provisions of this Agreement.

Section 4 - Restricted Use: Licensee shall not, except as expressly permitted elsewhere in this Agreement:

- (a) copy the Spelling Plus Library;
- (b) rent, lend, lease, license, distribute or transfer the Spelling Plus Library to any other person, except as a part of the Licensee Software;
- (c) copy, distribute or publish any of the documentation which describes the Spelling Plus Library, except as reasonably required to explain the functions of the Licensee Software;
- (d) grant a sub-license of Licensee's rights pursuant to this Agreement, or any part thereof, to any other person, except with respect to the Licensee Software;
- (e) develop, distribute or license any Licensee Software that is completely or substantially comprised of the Spelling Plus Library; or
- (f) rent, lend, lease, license, distribute or transfer any Licensee Software that:
 - (i) includes any source code of the Spelling Plus Library; or
 - (ii) is a software development kit, source code library, application (or software) framework or any software development tool that includes any elements or components of the Spelling Plus Library. For the avoidance of doubt, and not withstanding the foregoing, Licensee shall not be prohibited from creating an application programming interface ("API") for the Licensee Software application that incorporates the Spelling Plus Library.

Licensee may make one copy of the Spelling Plus Library solely for back-up purposes. Such copy shall remain in the possession of Licensee at all times.

Section 5 – Licensee Software Notices: Licensee shall incorporate in all Licensee Software and associated documentation a notice that:

- (a) the Spelling Plus Library is incorporated as part of Licensee Software under license from gSkinner;
- (b) all property, right, title and interest in and to the Spelling Plus Library is owned by gSkinner; and
- (c) further information about the Spelling Plus Library can be found at the gSkinner Website, with a specific reference to the universal resource locator for such website.

Such notice shall be placed together with the copyright notices of Licensee in Licensee Software and all associated documentation.

Section 6 - License Fee: Licensee shall pay to gSkinner (or to a person authorized by gSkinner) a one-time license fee in an amount to be determined by gSkinner and communicated to Licensee by gSkinner (or by a person authorized by gSkinner). Such fee shall be due and payable on or before the Delivery Date.

Section 7 – Ownership: gSkinner shall retain all property, right, title, and interest, including all intellectual property rights, in and to the Spelling Plus Library and the documentation, code, data and modifications which describe or comprise the Spelling Plus Library.

Section 8 – Repair and Maintenance: gSkinner shall periodically provide correction of identified flaws (“bugs”) in the Spelling Plus Library, as mutually agreed by the parties. gSkinner shall make all reasonable efforts to provide Licensee with emergency bypass procedures or workarounds if a bug fix is not available.

Section 9 - Transfer and Assignment: Notwithstanding any language in this Agreement to the contrary, Licensee shall be permitted to transfer or assign in whole (but not in part) its rights, interests and obligations under this Agreement (and the License granted herein) to any third party, provided that Licensee gives written notice to gSkinner of such transfer or assignment, which notice shall include the name, address, telephone number and electronic mail address of the transferee or assignee.

Section 10 – Indemnification: gSkinner will indemnify and hold Licensee harmless from and against any and all claims, losses, liability, damages, costs, and expenses (including attorney’s fees, expert witness fees, and court costs) directly or indirectly arising from or related to any actual or alleged infringement (including contributory infringement), misappropriation, or violation of any third party’s patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world, resulting from the use of the Spelling Plus Library by Licensee. If Licensee’s continued use of the

Spelling Plus Library is restricted or prohibited as a result of any such infringement, misappropriation, or violation of third party rights, gSkinner shall, at Licensee's option and at no charge to Licensee, and in addition to Licensee's other rights and remedies, (a) secure for Licensee the right to continue using the Spelling Plus Library as allowed under this Agreement, (b) modify or replace the infringing components of the Spelling Plus Library so that they are non-infringing with no loss or degradation of features, functionality, or performance, or (c) refund to Licensee all amounts paid by Licensee for the Spelling Plus Library. Licensee will indemnify and hold gSkinner harmless from and against any and all claims, losses, liability, damages, costs, and expenses (including attorneys fees, expert witness fees, and court costs) directly or indirectly arising from or related to the use of the Spelling Plus Library by the Licensee or the use of the Licensee Software by a third party, except for those claims, losses, liability, damages, costs, and expenses for which gSkinner is indemnifying Licensee as set forth above.

Section 11 - Warranty: gSkinner represents and warrants that it owns all rights, title, and interest in and to the Spelling Plus Library, with the exception of those portions incorporated and used in accordance with the Limited GNU Public license ("LGPL"), as set forth on Exhibit A attached hereto, which Exhibit may not be amended without the prior written consent of Licensee. gSkinner further represents and warrants that it has the right to enter into this Agreement and that there are no outstanding assignments, grants, licenses, encumbrances, obligations or agreements (whether written oral or implied) that are inconsistent with this Agreement and the rights granted or transferred herein.

Section 12 – Warranty Disclaimer: EXCEPT AS SET FORTH IN SECTION 11, THE SPELLING PLUS LIBRARY IS LICENSED TO LICENSEE ON AN "AS IS" BASIS, AND GSKINNER DOES NOT OFFER ANY OTHER WARRANTY OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. GSKINNER DOES NOT REPRESENT OR WARRANT THAT THE SPELLING PLUS LIBRARY WILL MEET ANY OR ALL OF LICENSEE'S PARTICULAR REQUIREMENTS, THAT THE SPELLING PLUS LIBRARY WILL OPERATE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY PROGRAMMING ERRORS IN THE SPELLING PLUS LIBRARY CAN BE FOUND OR CORRECTED.

Section 13 - Limited Liability: NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, BUT EXCLUDING CLAIMS FOR INDEMNIFICATION UNDER SECTION 10, GSKINNER'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE FEE PAID BY LICENSEE TO GSKINNER PURSUANT TO SECTION 6 OF THIS AGREEMENT. IN NO EVENT SHALL GSKINNER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH THE LICENSEE MAY INCUR OR EXPERIENCE ON ACCOUNT OF

ENTERING INTO OR RELYING UPON THIS AGREEMENT, OR BY THE USE OR POSSESSION OF THE SPELLING PLUS LIBRARY, EVEN IF GSKINNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 14 – Termination: This Agreement may be terminated by Licensee at any time by destroying all copies of the Spelling Plus Library and related documentation and materials in Licensee's possession. This Agreement may be terminated by gSkinner if Licensee breaches a material term or condition of this Agreement and fails to cure such breach within thirty days after receipt of written notice thereof. Upon receipt of such notice, Licensee shall immediately: (a) cease using the Spelling Plus Library; and (b) destroy all copies of the Spelling Plus Library and related documentation and materials in Licensee's possession. Licensee shall, within thirty (30) days after receipt of such notice, provide gSkinner with written notice certifying that it has complied with the foregoing provisions. Termination of this Agreement in accordance with this Section 14 shall not entitle Licensee to a refund of any fees paid to gSkinner for the License. Termination of this Agreement by either party is without prejudice to the rights and remedies, in law or equity, that may be available to a party arising from this Agreement.

Section 15 – Notices: All notices required or permitted herein shall be in writing and shall be personally delivered, sent by registered mail, or transmitted by facsimile or electronic mail as follows: if to gSkinner, to the address, fax number or e-mail address of gSkinner as set forth in the gSkinner Website, and if to Licensee, to the address, fax number or e-mail address of Licensee as disclosed by Licensee to gSkinner (or to a person authorized by gSkinner) upon Licensee's acquisition of the License.

Section 16 – General: (a) Licensee shall not assign or otherwise transfer any of its rights or obligations under this Agreement, except as expressly permitted by this Agreement. (b) This Agreement shall inure to the benefit of, and be binding upon, the parties respective successors and permitted assigns. (c) This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta, Canada, without regard to its conflict of law provisions. (d) In the event that any provision of this Agreement is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision herein. (e) As the context of this Agreement so requires, words that import the singular shall include the plural, and vice versa, and words that import a particular gender shall include all other genders. (f) The provisions of this Section 16 and of Sections 1, 7, 10, 11, 12, 13 and 14 of this Agreement shall survive the termination of this Agreement. (g) This Agreement may be signed in counterparts, and a signature transmitted via facsimile or electronic mail shall be deemed original for all purposes hereunder. (h) This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter herein and supersedes any prior agreements, representations or understandings, both written and oral, between the parties with respect thereto. (i) No amendment or modification to this Agreement shall be effective or binding on either party unless set forth in writing and executed by a duly authorized representative of each party.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

VIRTUAL UBIQUITY, INC.

By:
Title:

INTEGRA WEB STUDIOS, INC.

By:
Title:

EXHIBIT A

LGPL Modules
in Spelling Plus Library

Word list data derived from OpenOffice word list files.