ClickWorks™
Run-Time Software Distribution Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT MUST BE SIGNED AND RETURNED TO PITANGO MULTIMEDIA LTD. (HEREINAFTER "PITANGO"), PRIOR TO DISTRIBUTION OF ANY PUBLISHER PRODUCT.

This Agreement is entered into by and between Pitango and the publisher that executes this Agreement (hereinafter "Publisher"), effective on the date of receipt by Pitango . This Agreement supplements and amends the *ClickWorks*™ End-User License Agreement (hereinafter "End-User Agreement"), which is attached hereto as Exhibit A and which is incorporated herein by this reference.

Publisher has developed or intends to develop one or more "End-User Products" (as defined in the End-User Agreement) using *ClickWorks*™. Publisher desires to distribute directly or indirectly (through distributors) such End-User Products to end-users. Pitango consents to this development and distribution based on the following terms and conditions:

1. DEFINITIONS

(a)   A "Developer" creates the End-User Products, using the *ClickWorks*™ 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 be a Developer or may have contracted with a Developer to obtain the Publisher Products.

(c)   "Publisher Products" means the End-User Products intended for distribution that were developed using the *ClickWorks*™ Software and containing the *ClickWorks*™ Run-Time Software, and any new or modified versions that are developed using the *ClickWorks*™ Software and containing the *ClickWorks*™ Run-Time Software.

(d)   Definitions as listed in section 1 of the End-User Agreement are incorporated herein by reference.

2. REPRESENTATIONS OF PUBLISHER

(a)   Publisher represents that with respect to all Publisher Products to be distributed by it, Publisher is the Developer or possesses a lawful right to distribute.

(b)   Publisher agrees and certifies that the ClickWorks™ Run-Time Software or any other technical data received from Pitango will not be exported or reexported in contravention of the laws of the U.S., Israel or any other applicable jurisdiction

3. GRANT OF RIGHTS

(a)   Pitango grants to Publisher a non-exclusive, non-transferable, perpetual, worldwide, non-royalty bearing license to incorporate object code copies of the *ClickWorks*™ Run-Time Software into Publisher Products, subject to Publisher's compliance with all other terms of this Agreement (hereinafter "License").

(b)   Publisher has no right to, and agrees not to, copy, distribute, display or perform the *ClickWorks*™ Run-Time Software, except as an integral part of a Publisher Product, and Publisher has no right to, and agrees not to, take any other action with respect to the *ClickWorks*™ Run-Time Software not expressly permitted under the terms of this Agreement or the End-User Agreement.

(c)   Publisher may develop the Publisher Products through a third party Developer on the condition that Publisher obtain from such third party Developer a signed written agreement to comply with all terms of this Agreement and End-User Agreement. Failure to obtain such a signed written agreement is material breach of this Agreement by Publisher.

(d)   Pitango grants to Publisher the right to use the following Pitango trademarks plus design for the sole purpose of complying with the terms of this Agreement: *ClickWorks*™ plus design, and *Created with ClickWorks*™ plus design.

4. OBLIGATIONS OF THE PUBLISHER

The license granted by Pitango to Publisher in this Agreement is specifically conditioned upon Publisher fulfilling the following obligations:

(a)   Publisher agrees to complete and return to Pitango the attached hereto Exhibit B list of proposed Publisher Products.

(b)   Publisher agrees to use the trademark *Created with ClickWorks*™ plus design in the form provided by Pitango on each copy of a Publisher Product in accordance with the usage guidelines attached hereto as Exhibit C. The trademark *Created with ClickWorks*™ plus design shall appear on both the packaging and within the software of Publisher Products.

(c)   Publisher agrees to incorporate in its copyright screen for the Publisher Products a copyright notice in the form set forth below:

ClickWorks™ © 1997 Pitango Multimedia Ltd.

(d)   Publisher agrees to provide to Pitango at no cost two (2) copies of each Publisher Product, including documentation, within thirty (30) days of first distribution.

(e)   Publisher agrees that upon the request of Pitango , all uses of the trademarks *ClickWorks*™ plus design and *Created with ClickWorks*™ plus design as used by Publisher shall be submitted to Pitango for approval, which shall not be unreasonably withheld. Should Pitango disapprove of a use of the aforesaid trademarks, Pitango shall specify required changes. Approval of Pitango shall be given in accordance with Pitango trademark usage guidelines and the intent of the parties in entering into this Agreement.

5 .   OWNERSHIP

Except as specifically provided in this Agreement, Pitango does not grant to Publisher any right in or to any intellectual property rights, including but not limited to patents, copyrights, tradenames, trade secrets, or trademarks of Pitango . *ClickWorks*™ Run-Time Software, all Pitango trademarks, and all associated patents, copyrights, trade secrets and other proprietary and intellectual property rights remain the valuable property of Pitango .

6 .   INDEMNITY

Publisher agrees to indemnify Pitango for any costs, loss, liability or expense (including reasonable attorneys' fees) arising out of third party claims against Pitango as a result of Publisher's development, promotion and distribution of the Publisher Products. This right to indemnification does not apply to claims against *ClickWorks*™ Run-Time Software or any other materials or services provided or contributed by Pitango .

7 .   TERMINATION

Publisher may terminate this Agreement at any time upon five (5) days written notice to Pitango . Pitango may terminate this Agreement upon Publisher's breach of any material provisions, after giving written notice of such a breach and the opportunity to cure within ten (10) days of notice. Upon the termination of this Agreement, the rights and licenses granted to Publisher pursuant to this Agreement automatically cease, provided that Publisher may sell existing inventory for a period of ninety (90) days, subject to compliance with ALL publisher obligations as set forth herein.

8 .   LIMITATION OF DAMAGES

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, OR THE LIKE), 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 Pitango 's remedies for the infringement of its intellectual property.

PUBLISHER ACKNOWLEDGES THAT THE SOFTWARE MAY CONTAIN ERRORS AND IS NOT DESIGNED OR INTENDED FOR USE IN, OR TO BE USED TO CREATE END-USER PRODUCTS FOR USE IN, ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING WITHOUT LIMITATION, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATIONS SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES OR WEAPONS SYSTEMS IN WHICH THE FAILURE OF THE SOFTWARE OR END-USER PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY OR PHYSICAL OR ENVIRONMENTAL DAMAGE.

9. GOVERNING LAW AND LEGAL ACTIONS

This Agreement shall be governed by laws of Israel. Both parties agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by law.

10. NOTICE

Any notices under this Agreement shall be in writing to the address as indicated herein below. Notice shall be deemed to have been given: when delivered personally; one day after delivery by facsimile when followed by a hard copy thereof; three (3) days after being sent by a major commercial delivery service; or fourteen (14) days after being sent by certified mail, pre-paid, return receipt requested.

Title:

_____
_

Company Name:

_____
_

Address:

_____
_

_____
_

_____

_____
_

Tel No.:_____

Fax No.:_____

Email:_____

Dated:_____

Questions regarding this Agreement may be addressed to:

Pintango Multimedia Ltd.
Attn: Customer Relations
P.O. Box 2071
46120 Herzlia B
ISRAEL
Facsimile: (972-09) 9540075
Telephone: (972-09) 9540064
Email:
Marketing@Pitango.com

PUBLISHER:

By

_____

Print Name:

_____
_

EXHIBIT B

Created With ClickWorks

DEVELOPER PRODUCTS

Developer: Name: _____
Address: _____
Product Names:
1.   _____
2.   _____
3.   _____

Anticipated Introduction Dates:
1.   _____
2.   _____
3.   _____

Product Descriptions:
1.   _____
2.   _____
3.   _____

Pitango Software: (check one)
O   ClickWorks

O   HiWay ClickOn

By: _____
Print Name: _____
Title: _____

Send completed and signed Exhibit B to:
Attn.: Created with ClickWorks
Pitango Multimedia Ltd.,
P.O. Box 2071
Herzelia B 46120
ISRAEL

EXHIBIT C

TRADEMARK USAGE GUIDELINES

GENERAL GUIDELINES:

- The trademarks *ClickWorks™* plus design and *Created with ClickWorks™* plus design can only be used by licensed parties.
- The trademarks must never be altered and must be produced from the supplied digital file.
- The trademarks must not be used in connection with the display, advertising, or promotion of products that do not contain the *ClickWorks™* Run-Time Software.
- Licensees must identify the trademarks as belonging to Pitango Multimedia Ltd., using the following formats: "*ClickWorks™* is a trademark of Pitango Multimedia Ltd." and "*Created with ClickWorks™* is a trademark of Pitango Multimedia Ltd."

LOCATION GUIDELINES

The trademark *Created with ClickWorks™* plus design must appear on both the packaging and within the software, according to the following guidelines:

1. Packaging
- On the outside of the package containing the End-User Product;
- If no box is used and the product is delivered on CD-ROM, the trademark plus design must appear on CD jacket or the CD itself; or
- If the End-User Product has no packaging, as in electronic dissemination, the trademark plus design must appear on a splash screen.

2. Software
- On the splash screen, credits screens, or similar location within the software products itself.

SIZE GUIDELINES:

1. Packaging
- The minimum height of the is 5/8" or 1.5 cm.

2. Software
- The minimum height of the trademarks is 140 pixels.

COLOR GUIDELINES:
Color is an integral part of the trademarks. Therefore, if possible, the color file must be used.
CLEAR SPACE GUIDELINES:
The area surrounding the trademarks should be even, unpatterned, and free of typography and other graphic elements. At a minimum, this clear space must extend around the height and width of the trademarks by 3/8" or 1 cm.

BACKGROUND GUIDELINES:
The trademarks may be placed on a screened background as long as the trademarks are clearly visible.