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## EXECUTIVE EMPLOYMENT AGREEMENT

EXECUTIVE EMPLOYMENT AGREEMENT ("Agreement") made as of the 3rd day of August, 1999, by and between iviewit.com LLC, a Delaware limited liability company with an address at 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (the "Company"), and BRIAN G. UTLEY with an address at 1930 Southwest 8<sup>th</sup> Street, Boca Raton, Florida 33486 (the "Executive").

WHEREAS, the Company desires to employ Executive and to ensure the continued availability to the Company of the Executive's services, and the Executive is willing to accept such employment and render such services, all upon and subject to the terms and conditions contained in this Agreement;

NOW, THEREFORE, the Company and the Executive hereby agree as follows with respect to the Executive's employment with the Company:

1. **Employment.** The Company shall employ the Executive and the Executive shall be employed with the Company, on the terms and conditions hereinafter set forth, for a period commencing as of the date hereof (the "Effective Date") and ending three (3) years after the date hereof, unless sooner terminated pursuant to the provisions of this Agreement. Such period of employment shall be automatically extended for successive one-year terms of employment, unless either the Company or the Executive notifies the other in writing at least ninety (90) days prior to the end of the then current term that it or he does not intend to renew such employment, in which case such employment will expire at the end of the then current term. All references herein to the "Employment Period" shall refer to both the initial term and any such successive renewal terms. During his employment hereunder, the Executive shall be the President and Chief Operating Officer of each of the Company, uview.com, Inc., a Delaware corporation ("uview") and iviewit LLC, a Delaware limited liability company ("iviewit") (uview and iviewit are collectively referred to herein as the "Affiliates").

2. **Exclusive Efforts.** The Executive shall devote his full time, best efforts, skills and attention to the business and affairs of the Company and the Affiliates, shall serve the Company and the Affiliates faithfully and competently and shall at all times act in the Company's and the Affiliates' best interests. The services to be rendered by Executive during the Employment Period shall be the normal duties of a person employed as a President and Chief Operating Officer by a corporation in the Company's business, subject at all times to the direction and control of the Company's Board of Directors (the "Board").

3. **Compensation and Benefits.** The Company shall pay to the Executive, and the Executive agrees to accept, compensation as follows:

(a) Subject to the provisions of Section 3(b) below, the Company shall pay to the Executive, and the Executive agrees to accept, an initial base compensation of Fifty Thousand Dollars (\$50,000) per year (the "Initial Salary"). All compensation payable to Executive hereunder shall be payable in accordance with the normal payroll policies of the Company and shall be subject to all usual and customary payroll deductions, including all applicable withholding taxes.

(b) The Initial Salary shall be increased by: (i) Fifty Thousand Dollars (\$50,000) to One Hundred Thousand Dollars (\$100,000) per year on September 3, 1999 (the "Salary Increase Date"), (ii) an additional Fifty Thousand Dollars (\$50,000) to One Hundred Fifty Thousand Dollars (\$150,000) per year beginning six (6) months following the Salary Increase Date, and (iii) an additional One Hundred Thousand Dollars (\$100,000) to Two Hundred Fifty Thousand Dollars (\$250,000) per year beginning twelve (12) months following the Salary Increase Date.

(c) In addition to the compensation provided for in Sections 3(a) and 3(b), on the Effective Date, the Company shall cause uvview to issue in the Executive's name seventeen thousand one hundred thirty-eight (17,138) shares of uvview's Class B Common Stock (the "Initial Shares"), for the consideration of \$.05 per share. The Executive shall be entitled to receive up to seventeen thousand one hundred thirty-eight (17,138) additional shares of uvview's Class B Common Stock at future dates during the Employment Period as determined in the Board's sole discretion, subject to Executive's fulfillment of certain performance standards established, from time to time, by the Board.

(d) The compensation provided for in Sections 3(a) and 3(b) shall be in addition to any pension or retirement benefits, hospital and medical, disability, and other benefits, if any, made generally available by the Company, in its sole discretion, to its executive officers.

(e) Executive acknowledges that it is the Company's intent to purchase a "key-man" life insurance policy on the life of Executive for the benefit of the Company (the "Insurance Policy"). Executive agrees to cooperate fully in the acquisition, modification, amendment or supplement of the Insurance Policy, including submitting to any physical examination and providing any medical information as may be required by the insurer. In the event Executive dies within the Employment Period, the Personal Representative(s) (the "Personal Representatives") of Executive's estate (the "Estate") shall, at the Personal Representatives' sole discretion, elect to surrender to the Company all right, title and interest in and to the Initial Shares and obtain payment from the Company of the proceeds (the "Proceeds") of the Insurance Policy (the "Election"). The Election shall be in writing and delivered to and received by the Company at its then corporate headquarters within four (4) months from the date of Executive's death. Within seven (7) business days after the Company's dated receipt of the Election, if the Personal Representatives elect to receive the Proceeds, the Personal Representatives shall deliver the Initial Shares (along with executed stock powers) to the Company at its then corporate headquarters at which time the Company shall issue a certified or cashier's check payable to the Estate for the full amount of the Proceeds; provided, however, that if at the time of the Election the Company has not received the Proceeds, and if the Personal Representatives elect to receive the Proceeds, the

Company shall notify the Personal Representatives at such time as it receives the Proceeds, and, upon receipt of such notification, the Personal Representatives shall then be required to tender the Initial Shares to the Company at its corporate headquarters within seven (7) days of said notification, upon which the Company shall comply with the provisions of this Section regarding remittance of the Proceeds. If the Personal Representatives fail to comply with the provisions of the preceding sentence, the Company shall, at its sole discretion, notify the Personal Representatives as to whether it will demand the surrender of the Initial Shares (and make the corresponding payment of the insurance proceeds) no later than nine (9) months from the date of Executive's death or the deadline for filing Executive's Federal estate tax return, whichever occurs later.

(f) The Executive shall be entitled to four (4) weeks paid vacation per year. Such vacation time allowance shall not cumulatively accrue, and any unused vacation time for each year of the Employment Period shall be forfeited by Executive if not used during each year.

4. Business Expenses. The Executive shall be reimbursed for all usual and reasonable expenses incurred on behalf of the Company and the Affiliates, as applicable, as approved by the Board, in accordance with Company practices and procedures, provided that:

(a) Each such expenditure is of a nature qualifying it as a proper deduction on the federal and state income tax returns of the Company and any of the Affiliates, as applicable, as a business expense and not as deductible compensation to Executive; and

(b) Executive furnishes the Company with adequate documentary evidence required by federal and state statutes and regulations for the substantiation of such expenditures as deductible business expenses of the Company and of any of the Affiliates, as applicable, and not as deductible compensation to Executive.

Executive agrees that, if at any time, any payment made to Executive by the Company as a business expense reimbursement shall be disallowed in whole or in part as a deductible expense to the Company or any of the Affiliates, as applicable, by the appropriate taxing authorities, Executive shall reimburse the Company or any of the Affiliates, as applicable, to the full extent of such disallowance.

5. Termination.

(a) This Agreement may be immediately terminated by the Company at any time during the Employment Period for cause. In such an event of termination, the Company shall be obligated only to continue to pay to Executive his compensation, if any, earned up to the effective date of termination. "Cause" for purposes hereof shall mean (i) a breach of any of the provisions of this Agreement by Executive, (ii) conviction for any criminal offense involving a felony or (iii) willful misconduct, gross negligence or malfeasance.

(b) Except as otherwise provided herein, this Agreement and the obligations of the Company hereunder will terminate upon the death or at the Company's option, the disability

of the Executive. For purposes of this Section 5(b), "disability" shall mean that for a period of four consecutive months or six months in any 12-month period the Executive is incapable of substantially fulfilling the duties set forth in Section 2 or hereafter assigned to him because of physical, mental or emotional incapacity resulting from injury, sickness or disease as determined by an independent physician selected by the Company. Upon any such termination upon death or disability, the Company will pay the Executive or his legal representative, as the case may be, his compensation (including the Initial Shares issuable to Executive pursuant to Section 3(c) above), if any, earned through the date of such termination of employment.

## 6. Restrictive Covenants.

(a) Executive acknowledges that his services and responsibilities are unique in character and are of particular significance to the Company and to the Affiliates, that the Company and its Affiliates are competitive businesses and Executive's continued and exclusive service to the Company and the Affiliates under this Agreement is of a high degree of importance to the Company and the Affiliates. Therefore, during the Employment Period and for a period of two (2) years thereafter (the "Noncompete Period"), Executive shall not, directly or indirectly, as owner, partner, joint venturer, employee, broker, agent, corporate officer, principal, licensor, shareholder (unless as owner of no more than one percent (1%) of the issued and outstanding capital stock of such entity if such stock is traded on a major securities exchange) or in any other capacity whatsoever, engage in or have any connection with any business which is "competitive" with the Company or any of its Affiliates, and which operates anywhere in the "Restricted Territory" (as hereinafter defined). For purposes of this Agreement, a business will be deemed to be "competitive" with the Company and its Affiliates if it is engaged in the same business that the Company or any of its Affiliates are engaged in, or contemplates engaging in, including, but not limited to, any business engaged in whole or in part in developing, marketing, and implementing technology that allows products and services to be advertised and marketed via the internet. In recognition of the world wide access afforded by the internet, the parties agree that for purposes of this Agreement, "Restricted Territory" shall mean worldwide.

(b) During the Noncompete Period, the Executive shall not:

(i) directly or indirectly, by initiating contact or otherwise, induce, influence, combine or conspire with, or attempt to induce, influence, combine or conspire with, any of the officers, employees or agents of the Company to terminate his, her or its employment or relationship with or to compete against the Company or any of the Affiliates;

(ii) directly or indirectly, by initiating contact or otherwise, divert or attempt to divert any or all of any customers' or suppliers' business with the Company or any of the Affiliates.

(c) If, in any judicial proceedings, a court shall refuse to enforce any of the covenants included in this Section 6, then such unenforceable covenant shall be amended to relate to such lesser scope, period or geographical area as shall be enforceable. In the event the

Company or any of its Affiliates should bring any legal action or other proceeding against Executive for enforcement of this Agreement, the calculation of the Noncompete Period shall not include the period of time commencing with the filing of legal action or other proceeding to enforce this Agreement through the date of final judgment or final resolution, including all appeals, if any, of such legal action or other proceeding unless the Company and the Affiliates are receiving the practical benefits of this Section 6 during such time. The existence of any claim or cause of action by Executive against the Company or any of the Affiliates predicated on this Agreement or otherwise shall not constitute a defense to the enforcement by the Company or any of the Affiliates of these covenants.

(d) Executive hereby acknowledges that the restrictions on his activity as contained in this Agreement are required for the Company's reasonable protection and are a material inducement to the Company to enter into this Agreement. Executive hereby agrees that in the event of the violation by him of any of the provisions of this Agreement, the Company and its Affiliates and its or their permitted assigns (which are intended third-party beneficiaries of these covenants) will be entitled to institute and prosecute proceedings at law or in equity to obtain damages with respect to such violation, to enforce the specific performance of this Agreement by Executive, to enjoin Executive from engaging in any activity in violation hereof, or any combination of the foregoing remedies together with any other remedies available at law or in equity.

#### **7. Treatment and Ownership of Confidential Information.**

(a) The parties hereto acknowledge that Executive shall or may be making use of, acquiring and adding to Confidential Information (as that term is defined in subparagraph (b) below). Executive covenants and agrees that during the Employment Period and at all times thereafter he shall not, except with the prior written consent of the Company, or except if he is acting during the Employment Period solely for the benefit of the Company or any of the Affiliates in connection with the Company's or any of the Affiliates' business and in accordance with the Company's business practices and policies, at any time, disclose, divulge, report, transfer or use, for any purposes whatsoever, any of such Confidential Information, including Confidential Information obtained, used, acquired or added by, or disclosed to, Executive prior to the date of this Agreement.

(b) For purposes of this Agreement, the term "Confidential Information" shall mean all of the following materials and information which Executive receives, conceives or develops or has received, conceived or developed, in whole or in part, in connection with Executive's employment with the Company:

The Company's and the Affiliates' materials and information (regardless of the form of such information, including without limitation, in writing, electronic, computerized or other recorded form, oral or visual) concerning, or related in any way to, the Company and the Affiliates' or its or their businesses, including without limitation: (i) the contents of any Business Plan, projections or financial or credit information or data relating to the Company or any of its Affiliates; (ii) the contents of any manuals or written materials of the Company or any of its Affiliates; (iii) the

names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between the Company or the Affiliates and third parties; (v) any data or database, or other information compiled or developed by the Company or its Affiliates; (vi) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vii) any information of a type described above derived or obtained from the internet or any website of the Company or its Affiliates, including without limitation, the file structure relating to such website or the content of such website.

(c) Executive covenants and agrees that all right, title and interest in any Confidential Information shall be and shall remain the exclusive property of the Company and the Affiliates, as applicable. Executive agrees to promptly disclose to the Company all Confidential Information developed in whole or in part by Executive within the scope of this Agreement and to assign to the Company or any of the Affiliates, as the Company determines in its sole discretion, any right, title or interest Executive may have in such Confidential Information. Executive agrees to turn over to the Company all physical manifestations of the Confidential Information in his possession or under his control at the request of the Company.

## 8. Inventions.

(a) Executive agrees to promptly inform and to disclose to the Company, in writing, all inventions, developments, procedures, ideas, innovations, systems, programs, techniques, processes, information, discoveries, improvements and modifications which Executive creates (collectively the "Inventions"), either alone or with others, while in the Company's employ, or while performing services for the Affiliates, whether or not during working hours, and at all times thereafter if the Inventions:

(i) relate to the present or anticipated business of the Company or any of the Affiliates;

(ii) relate to any actual or demonstrably anticipated research or development work of the Company or any of the Affiliates;

(iii) result from any work performed by the Executive for the Company or any of the Affiliates or customers of either; or

(iv) were invented utilizing the Company's or any of the Affiliates equipment, supplies, facilities, time or any information (whether or not considered Confidential Information) obtained from or useful to the Company or any of the Affiliates.

suffered by the Company as a result of any breach by Executive of this representation and warranty.

10. **Binding Effect.** Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their personal representatives, successors, heirs and assigns.

11. **Severability.** Invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provisions.

12. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

13. **Entire Agreement.** This Agreement and the Confidentiality Agreement dated July 9, 1999 by and between iviewit, Inc. (together with its direct and indirect subsidiaries and affiliates) and Executive contains the entire understanding between the parties and this Agreement may not be changed or modified except by an Agreement in writing signed by all the parties hereto.


14. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered when either hand delivered or deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the addresses first stated herein, or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as provided herein.

15. **Prevailing Parties.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

16. **Survival.** Notwithstanding any termination of this Agreement, the provisions of Sections 6 through 16 shall survive such termination.

IN WITNESS WHEREOF, this Agreement has been duly signed by the Executive and on behalf of the Company as of the day and year first above written.

iviewit.com LLC

By:   
Eliot F. Bernstein, Vice President

  
BRIAN G. UTLEY

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## NON-COMPETITION, NON-DISCLOSURE AND PROPRIETARY RIGHTS AGREEMENT

THIS NON-COMPETITION, NON-DISCLOSURE AND PROPRIETARY RIGHTS AGREEMENT ("Agreement") is made as of the 22<sup>nd</sup> day of February, 2000, by and between iviewit Technologies, Inc., a Delaware corporation (the "Company"), whose principal place of business is 2255 Glades Road, Suite 337-W, Boca Raton, Florida 33431-7360 and Brian G. Utley, an individual whose address is 1930 South West 8<sup>th</sup> Street, Boca Raton, Florida 33486 ("Individual").

### RECITALS

A. Individual has acted and continues to act as an officer and director of the Company and has become familiar with the business of developing, owning, licensing and marketing apparatuses and methods for producing enhanced digital images and video for use on the Internet and the World Wide Web (the "Business") through the Company and the Company's parent, subsidiaries and affiliates (collectively with the Company, "Company Entities").

B. The Company has provided substantial opportunities to Individual in the conduct of Individual's [profession/position] including, but not limited to, present and future earnings, access to potential and existing customers, clients and the Company's proprietary information.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by both parties, Individual agrees as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Covenant Not-to-Compete/Non-Solicitation.

a. General: Duration of Covenant. The Individual covenants and agrees that during his or her employment with the Company, and for a period of two (2) years after such employment is terminated thereafter (the "Restricted Period"), Individual will not, without the prior written consent of Company, directly or indirectly, have any involvement with any business or enterprise (whether as a sole proprietor, partner, member, stockholder, director, officer, employee, consultant or in any other capacity as principal or agent, except for an interest of less than one percent (1%) of the outstanding shares of a publicly-held corporation, which is competitive to any Company Entity, whose outstanding stock is owned of record by one hundred (100) or more shareholders), which competes with any Company Entity in the "Restricted Territory", as defined below.

b. Definition of Competition. For purposes of this Agreement, competition with a Company Entity shall mean engagement or employment in or by any business or enterprise which is engaged, directly or indirectly, in whole or in part, in the same business as the Company's Business.

c. Restricted Territory. For purposes of this Agreement, and in recognition of the world-wide market for the Company's products and services and the world wide accessibility of the World Wide Web, the "Restricted Territory" shall be world wide.

d. Solicitation of Employees. During the Restricted Period, Individual shall not, directly or indirectly, induce, solicit, disrupt, influence, interfere, combine or conspire with, or attempt to induce,

influence, interfere, combine or conspire with, any of the employees of, or consultants to, a Company Entity to terminate their employment or engagement with, or compete against, a Company Entity.

e. Solicitation of Accounts. During the Restricted Period, Individual shall not, directly or indirectly, solicit, interfere with or disrupt or attempt to solicit, interfere with or disrupt any present or prospective relationship, contractual or otherwise, between a Company Entity and any client, customer, supplier, financing source, sales representative or other person or entity.

3. Non-Disclosure of Confidential Information.

a. Treatment of Information. The Individual acknowledges that the Company's Confidential Information (as hereinafter defined) constitutes valuable special and unique assets of the Company, access to and knowledge of which have been (and may be in the future) provided to the Individual by virtue of the Individual's employment (or other engagement or arrangement) for and on behalf of any Company Entity. In light of the highly competitive nature of the industry in which the Business is conducted, the Individual agrees that all Confidential Information heretofore or in the future obtained by the Individual shall be considered and treated as confidential.

b. Ownership. The Individual acknowledges that, as between the Company and the Individual, the Confidential Information and any and all rights and privileges provided under the patent, trademark, copyright, trade secret and other laws of the United States, the individual states thereof, and jurisdictions foreign thereto, and the goodwill associated therewith, have been, are and at all times will be, the property of the Company.

c. Covenants. The Individual agrees that he shall: (i) hold in confidence and not disclose or make available to any third party any Confidential Information unless so authorized in writing by the Company; (ii) exercise all reasonable efforts to prevent third parties from gaining access to the Confidential Information; (iii) not use, directly or indirectly, the Confidential Information in any respect of his business, except as necessary to evaluate the information in order to perform the Individual's duties and responsibilities to the Company; (iv) restrict the disclosure or availability of the Confidential Information to those who have read and understand this Agreement and who have a need to know the information in order to achieve the purposes of this Agreement; (v) not copy or modify any Confidential Information without the prior written consent of the Company; provided, however, that such copy or modification of any Confidential Information does not include any modifications or copying which would otherwise prevent the Individual from performing his duties and responsibilities to the Company; (vi) take such other protective measures as may be reasonably necessary to preserve the confidentiality of the Confidential Information; (vii) relinquish all rights he may have in any matter, such as drawings, documents, models, samples, photographs, patterns, templates, molds, tools or prototypes, and inventions, which may contain, embody or make use of the Confidential Information; (viii) promptly deliver to the Company any such matter as the Company may direct at any time; and (ix) not retain any copies or other reproductions thereof. Individual acknowledges that he has had access to, or been provided with, Confidential Information prior to the date of this Agreement and that all such Information shall be entitled to the protections set forth in this Agreement.

d. Confidential Information Defined. The term "Confidential Information" means trade secrets, private or secret processes, methods and ideas customer lists and information concerning the Company's products, services, technologies, business records and plans, inventions, product design information, data or database, or other computer programs and listings, source code and/or subject code,

copyrights, trademarks, trade secrets, patents, patent applications, patent designs, proprietary information, formulae, protocols, forms, procedures, development, technical information, know-how, show-how, marketing activities and procedures, method for operating of the Company's Business, credit and financial data concerning the Company, projections, the Company's clients and client lists, supplier lists (which lists shall not only mean one or more of the names and addresses of the clients and suppliers of the Company but it shall also encompass any and all information whatsoever regarding them, including their needs), and marketing and advertising practices and plans and information. The term "Confidential Information" shall also encompass all similar information owned or regarding any of the Company Entities.

e. Exceptions. Excluded from the Confidential Information, and therefore not subject to the provisions of this Section 3, shall be any information which: (i) at the time of disclosure, is in the public domain as evidenced by printed publications; (ii) after the disclosure, enters the public domain by way of printed publication through no fault of the Individual; (iii) the Individual can show by written documentation that the Confidential Information was in the Individual's possession at the time of disclosure and which was not acquired directly or indirectly from any Company Entity or any representative thereof (whether before or after the date of this Agreement); or (iv) the Individual can show by written documentation was acquired, after disclosure, from a third party who did not receive it from any Company Entity or any representative thereof, and who had the right to disclose the information without any obligation to hold such information confidential. Specific information shall not be deemed to be within the foregoing exceptions merely because it is embraced by more general information in the public domain. Additionally, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain. If the Individual intends to avail himself/herself of any of the foregoing exceptions, the Individual shall first notify the Company in writing of his/her intention to do so and the basis for claiming the exception.

#### 4. Inventions.

a. Disclosure. The Individual agrees to promptly inform and to disclose to the Company in writing (whether patentable or not) any and all inventions, developments, procedures, ideas, innovations, systems, programs, techniques, processes, information, discoveries, improvements and modifications, industrial designs, mask works, however fixed or encoded that are suitable to be fixed, embedded or programmed in a semiconductor product (whether recordable or not) and all works of authorship (whether or not copyright protection may be obtained for it) created, conceived or developed by the Individual, either alone or with others, directly or indirectly, which meet any of the following criteria:

i. arise in whole or in part from any services rendered to, for or on behalf of any Company Entity (including without limitation, all such services relating to the period before the date of this Agreement);

ii. are created, conceived or developed by the Individual based upon, in whole or in part, any Confidential Information;

iii. relate to the present or anticipated business of any Company Entity, including without limitation, the development and commercialization of apparatuses and methods for producing enhanced digital images or digital video for display on any medium, including the Internet and world wide web, as well as any applications therefor and/or improvements thereon (the "Digital Processing and Display Technology");

iv. relate to any actual or demonstrably anticipated research or development work of any of the Company Entities; or

v. were invented utilizing any of the Company Entities' equipment, supplies, facilities, time or any information (whether or not considered Confidential Information) obtained from or useful to the Company or any of the Company Entities.

All of the foregoing are collectively referred to herein as "Inventions" and individually as an "Invention". For purposes of this Agreement, the term "Inventions" shall include not only Inventions created, conceived or developed after the date of this Agreement, but also all Inventions created, conceived or developed prior to the date of this Agreement, including specifically any and all Inventions relating to the Digital Processing and Display Technology. Any item of the nature identified in this subparagraph a. which was or is created, conceived or developed at anytime prior to the date hereof through the date that is three (3) years after the last date upon which any consulting or similar services were rendered by the Individual to any Company Entity shall be conclusively presumed to be an Invention for purposes of this Agreement.

b. Assignment. All Inventions, and all rights relating thereto, shall be assigned by virtue of this Agreement and without further action by the Individual to the Company and shall be and shall remain the exclusive property of the Company. Individual shall execute any and all Assignments and/or other formal papers perfecting and/or transferring all right, title and/or interest in the name of the Company.

c. Ownership. The Company shall own title to all Inventions (including without limitation, patent applications, patents, trademarks, copyrights and trademarks). With respect to each Invention assigned to the Company, the Individual hereby grants, transfers and assigns to the Company all of his world-wide rights, title and interest, if any, in any and all written materials (including but not limited to programmed instructional material), pictorial reproductions, drawings and other graphic representations and works of similar nature upon which he may be engaged in, including rights to translation and reproductions in all forms or formats and the copyrights thereto, if any, and the Individual agrees that the Company may copyright said materials in the Company's name and secure renewal, reissues and extensions of such copyrights for such periods of time as the law may permit. Individual specifically agrees that all copyrightable material generated or developed under this Agreement shall be considered works "made for hire" (as that term is defined pursuant to the U.S. Copyright Act of 1976, as amended) and that such material shall, upon creation, be owned exclusively by Company. To the extent that any such material, under applicable law, may not be considered works made for hire, Individual hereby assigns to Company all right, title and interest in the ownership of copyright in such materials, without the necessity of any further consideration, and Company shall be entitled to obtain and hold in Company's own name all copyrights in respect of such materials. Without limiting the generality of the foregoing, Individual acknowledges that he has not been granted any license or other right to use any Invention.

d. The Individual's Assistance. The Individual agrees to assist the Company in obtaining patents or copyrights on any Inventions assigned to the Company that the Company, in its sole discretion, seeks to patent or copyright. The Individual also agrees to sign all documents (including assignments in form requested by the Company) and do all things necessary to obtain such patents or copyrights, to further assign them to the Company, and to protect the Company against infringement by other parties. The Individual agrees that such actions will be without compensation to the Individual.

e. Attorney-in-Fact. The Individual irrevocably appoints any Company-selected designee to act as his agent and attorney-in-fact to perform all acts necessary to obtain patents and/or copyrights as

required by this Agreement if the Individual (i) refuses to perform those acts or (ii) is unavailable. within the meaning of the United States Patent and Copyright Laws. It is expressly intended by the Individual that the foregoing power of attorney is coupled with an interest.

f. Records. The Individual shall keep complete, accurate and authentic information and records on all Inventions in the manner and form reasonably requested by the Company. Such information and records, and all copies thereof, shall be the property of the Company as to any Inventions within the meaning of this Agreement and shall constitute Confidential Information. In addition, the Individual agrees to promptly surrender all such original and copies of such information and records at the request of the Company.

5. Reasonableness and Enforcement of Restrictions.

a. Reasonableness. The Individual hereby agrees that the restrictions imposed upon Individual by the provisions of this Agreement are fair and reasonable and are reasonably required for the protection of the Company. In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof. The Individual acknowledges that the covenants and agreements set forth in Sections 2 through 6 hereof are and were a material inducement to the Company to (i) employ, engage, consult or otherwise use the services of, the Individual, and (ii) permit access to the Confidential Information by the Individual.

b. Enforcement. The parties hereby agree that any violation by Individual of the covenants contained in this Agreement shall cause irreparable damage to the Company for which Company will have no adequate remedy at law. In the event that the Individual breaches any of the covenants contained in this Agreement, the Individual hereby agrees and acknowledges that the Company, upon the filing of an action in a Court of competent jurisdiction, shall be immediately entitled to the issuance of an ex parte preliminary injunction enjoining the Individual from continuing any such breach. Individual acknowledges and agrees that the provisions of this Agreement, including, without limitation, the provisions of Section 2-4 may be enforced by the Company or any successor or assign of the Company. Individual agrees to indemnify and hold harmless the Company for all costs, damages, expenses and liabilities incurred by the Company or any Company Entity arising or relating to any breach of this Agreement by Individual.

6. Individual Representations. Individual hereby represents and warrants that Individual has full right and authority to perform Individual's obligations hereunder, and that Individual has neither assigned nor otherwise entered into an agreement by which Individual purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with Individual's obligations under this Agreement.

7. Miscellaneous.

a. Binding Effect. Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their personal representatives, successors, heirs and assigns.

b. Severability. Invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provisions.

c. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Titles of Sections are for convenience only, and neither limit nor amplify the provisions of the Agreement itself, and all references herein to Sections or subdivisions thereof shall refer to the corresponding Article, Section or subdivision thereof of this Agreement, unless specified referenced is made to such Sections or subdivisions of another document or instrument.

d. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without giving effect to any conflicts of law principles.

e. Entire Agreement. This Agreement contains the entire understanding between the parties, supersedes all other negotiations understandings and representations (if any) made by and among such parties, and may not be changed or modified except by an Agreement in writing signed by all the parties.

f. Submission to Jurisdiction. Each of the parties to this Agreement irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought in the circuit court located in Palm Beach County, Florida or the court of the United States, Southern District of Florida; (b) consents to the jurisdiction of each such court located in any such suit, action or proceeding; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be affected on such party by mail, as provided in this Agreement or in such other manner as may be provided under applicable laws or court rules in said state.

g. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered when either hand delivered or deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the addresses first stated herein, or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as provided herein.

h. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed an original.

i. Attorneys' Fees. If any legal action or other proceeding is brought by the Company for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation by the Individual in connection with any provision of this Agreement, the Company if successful in such legal action or other proceeding, shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that action or proceeding, in addition to any other relief to which the Company may be entitled.

j. Survival. The provisions of Sections 2 through 7 hereof shall survive any termination of this Agreement.

k. Injunctive Relief. Individual acknowledges and agrees that in the event Individual violates any term, covenant or provision of this Agreement, the Company will suffer irreparable harm for which the Company will have no adequate remedy at law. Individual agrees that the Company shall be entitled to injunctive relief for any breach or violation of this agreement, including but not limited to the issuance of an ex parte preliminary injunction as set forth in Section 5 b., above, in addition to and not in limitation

of any and all other remedies available to the Company at law or in equity. No remedy herein conferred upon the Company is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by the Company of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

l. No Offsets. The existence of any claim or cause of action of Individual against any Company Entity, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this Agreement.

m. Employment Status. If Individual is an employee of the Company, nothing in this Agreement shall be construed or deemed to establish a definite term of employment, and subject to the terms of any separate written employment agreement between the parties (an "Employment Agreement"), both the Company and Individual retain the right to terminate the employment relationship at any time and for any reason. Except as set forth in any Employment Agreement, the parties agree that the Individual, if an employee of the Company, is an "at will" employee.

n. Waiver of Jury Trial. THE COMPANY AND THE INDIVIDUAL MUTUALLY AND WILLINGLY WAIVE THE RIGHT OF A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSSCLAIMS AND THIRD PARTY CLAIMS ARISING FROM OR RELATED TO THE NEGOTIATION, EXECUTION, BREACH AND/OR PERFORMANCE OF THIS AGREEMENT.


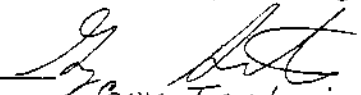
o. Conflict with Other Agreements. To the extent that this Agreement conflicts with the provisions of Sections 6, 7, and 8 of the Executive Employment Agreement dated August 3, 1999 between iviewit.com LLC, a Delaware limited liability company and the Individual, the terms of this Agreement shall govern.

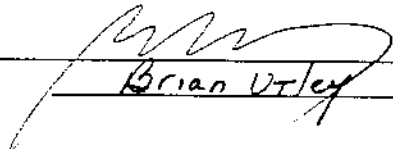
IN WITNESS WHEREOF, the parties hereto have duly executed this agreement, in lieu of any prior agreement, on the day and year first written above.

Signed, sealed and delivered in the presence of:

Witnesses:

iviewit Technologies, Inc.


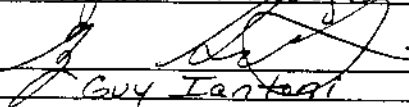
  
\_\_\_\_\_  
Jennifer Krueger Print Name  
  
\_\_\_\_\_  
Guy Tanton Print Name


By:   
Its: Brian Utley

**THE INDIVIDUAL ACKNOWLEDGES AND AGREES THAT INDIVIDUAL HAS READ AND UNDERSTANDS THE TERMS SET FORTH IN THIS AGREEMENT AND HAS BEEN GIVEN A REASONABLE OPPORTUNITY TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS AGREEMENT.**

Witnesses:

"Individual"

  
\_\_\_\_\_  
Jennifer Krueger Print Name  
  
\_\_\_\_\_  
Guy Tanton Print Name

  
\_\_\_\_\_  
Brian Utley Print Name



STATE OF FLORIDA )  
 ) ss  
COUNTY OF PALM )  
BEACH

Before me, the undersigned authority, appeared BRIAN UTLEY, who is personally known to me or who produced as identification a \_\_\_\_\_ showing him(her) to be the person described in and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of February, 2000.



Martha Mantecon  
Commission # OC 821549  
Expires Mar. 28, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc.

Martha Mantecon  
\_\_\_\_\_  
Notary Public  
State of FLORIDA at Large