

NaturalPoint, Inc. TrackIR Enhanced™ SDK Usage Agreement

This NaturalPoint, Inc. TrackIR Enhanced SDK License Agreement ("Agreement") is entered into as of _____, 2007 (Date), by and between NaturalPoint, Inc., an Oregon corporation with its principal place of business located at Corvallis, OR - USA ("NaturalPoint") and _____ ("Licensee").

In exchange for the mutual promises set forth below, the parties hereby agree as follows:

1. **License.** Subject to Licensee's compliance with all terms and conditions of this Agreement, NaturalPoint hereby grants Licensee a non-transferable, non-exclusive, limited license to utilize NaturalPoint's proprietary protocol, sample interface code, and related documentation (collectively, the "TrackIR Enhanced SDK") to interface Licensee's software product (the "Licensee Product") to the TrackIR Enhanced interface software ("TrackIR Enhanced Interface Software"), solely for the purpose of enabling end users of the Licensee Product to use a NaturalPoint product, including but not limited to the OptiTrack camera and TrackIR camera (the "NaturalPoint Hardware").
2. **Restrictions.** All rights not expressly granted herein are reserved by NaturalPoint. Except as required to carry out the license granted in this Agreement, Licensee will not copy, perform, display, sublicense, distribute or otherwise transfer the TrackIR Enhanced SDK. In no event shall licensee create software whose functionality is substantially similar to the TrackIR Enhanced Interface Software, modify, create derivative versions of, or replicate, the TrackIR Enhanced Interface Software, or use the TrackIR Enhanced SDK to create software with similar functionality. Licensee shall not, and shall not attempt to enable the TrackIR Enhanced Interface Software to interface with hardware, software, or other devices provided by a third party other than NaturalPoint. Licensee will not publish or publicly disclose the results of any benchmark or other tests run on the TrackIR Enhanced Interface Software without the express written consent of Natural Point.
3. **Confidentiality.** Licensee acknowledges and agrees that the TrackIR Enhanced SDK is the confidential and proprietary trade secret information of NaturalPoint. In no event shall Licensee disclose any or all of the TrackIR Enhanced SDK to third parties. Upon becoming aware of any such disclosure, Licensee shall immediately report the disclosure to NaturalPoint. A breach of the provisions of this Section 3 shall be considered a material breach of this Agreement. Licensee acknowledges that its disclosure of the TrackIR Enhanced SDK may give rise to continuing irreparable injury to NaturalPoint that will be inadequately compensable in damages at law. Accordingly, Licensee acknowledges that, in the event of such disclosure, NaturalPoint shall be entitled to seek injunctive relief against Licensee for the breach or threatened breach of this Section 3, in addition to any other legal remedies which may be available, and Licensee hereby consents to such injunctive relief.
4. **Ownership.** Licensee acknowledges and agrees that NaturalPoint owns all right, title and interest in and to the TrackIR Enhanced SDK, including all copyrights, trade secrets and other intellectual property rights therein.
5. **Marketing.**
 - 5.1 **Title.** Licensee agrees that NaturalPoint may mention and discuss the Licensee's title in relation to NaturalPoint and/or TrackIR in any and all forms it deems suitable, including, but not limited to, use in website material, printed material, television media, online discussion groups, public demonstrations, industry trade-shows, and software applications.
 - 5.2 **Logo.** Licensee agrees that NaturalPoint may display or reproduce the logo or logos in relation to NaturalPoint and/or TrackIR for which the licensee is the primary owner in any and all forms it deems suitable, including, but not limited to, use in website material, printed material, television media, online discussion groups, public demonstrations, industry trade-shows, and software applications.
 - 5.3 **Images and Video.** Licensee agrees that NaturalPoint may showcase electronic images and video created by the use of Licensee's software in relation to NaturalPoint and/or TrackIR in any and all forms it deems suitable, including, but not limited to, use in website material, printed material, television media, online discussion groups, public demonstrations, industry trade-shows, and software applications.

5.4 General Information. Licensee agrees that NaturalPoint may mention and discuss general information pertaining to Licensee's software in relation to NaturalPoint and/or TrackIR, including, but not limited to, release dates, features and any data regarding the implementation of NaturalPoint's software and hardware in any and all forms it deems suitable, including, but not limited to, use in website material, printed material, television media, online discussion groups, public demonstrations, industry trade-shows, and software applications.

6. Indemnification by Licensee. Licensee shall indemnify, defend and hold harmless NaturalPoint from and against any suits, liabilities, obligations, claims, demands, damages, penalties, settlements, causes of action, costs and expenses, including, without limitation, reasonable attorneys' fees, asserted by any and all third parties (collectively "Claims") alleging or resulting from Licensee's (i) breach of any term or condition of this Agreement; or (ii) infringement of the intellectual property or other violation of the rights of a third party as a result of (a) the Licensee Product; (b) Licensee's unauthorized alteration of the TrackIR Enhanced SDK; (c) Licensee's combination of the TrackIR Enhanced SDK with other software or materials not originating with or authorized by NaturalPoint; or (d) Licensee's use of the TrackIR Enhanced SDK not in compliance with this Agreement or any documentation provided with the TrackIR Enhanced SDK.

7. Termination. Licensee acknowledges and agrees that this Agreement and all license to use the TrackIR Enhanced SDK shall terminate upon notice to Licensee from NaturalPoint if Licensee (i) violates the terms of Section 2 ("Restrictions") or 3 ("Confidentiality"); or (ii) breaches any other term of this Agreement and such breach is not cured within fifteen (15) days of receipt of written notice from NaturalPoint specifying the breach.

8. Effect of Termination. Upon termination of this Agreement for any reason, Licensee shall immediately cease all use of the TrackIR Enhanced SDK. At the request of NaturalPoint, Licensee shall return or certify the destruction of all copies of the TrackIR Enhanced SDK in its possession.

9. Warranty Disclaimer. THE TRACKIR ENHANCED SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR OTHERWISE. NATURALPOINT EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NATURALPOINT DOES NOT WARRANT THAT THE TRACKIR ENHANCED SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. NATURALPOINT RETAINS COMPLETE RIGHTS TO THE TRACKIR ENHANCED INTERFACE AND THE ABILITY TO ALTER THE INTERFACE IN ANYWAY IT DEEMS FIT AND DOES NOT GUARANTEE THAT ALL VERSIONS ARE BACKWARDS COMPATIBLE WITH LICENSEES SOFTWARE.

10. Limitation of Liability. IN NO EVENT SHALL NATURALPOINT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS OR THIRD PARTY CLAIMS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

11. Survival. The following provisions shall survive termination of this Agreement for any reason: Sections 2 ("Restrictions"); 3 ("Confidentiality"); 4 ("Ownership"); 5 ("Marketing"); 6 ("Indemnification by Licensee"); 8 ("Effect of Termination"); 9 ("Warranty Disclaimer"); 10 ("Limitation of Liability"); 11 ("Survival") and 12 ("General").

12. General.

12.1 Compliance With Laws. Licensee agrees that it will comply with all applicable laws and regulations in its use of the TrackIR Enhanced SDK, including any applicable export licensing requirements.

12.2 Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

12.3 Severability. In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

12.4 Governing Law. This Agreement will be governed by the laws of the State of Oregon without application of Oregon conflicts of law principles and the United Nations Convention on Contracts for the International Sale of Goods. Licensee irrevocably consents to the exclusive jurisdiction of the state and federal courts in Portland, Oregon, for any action, suit or proceeding in connection with the TrackIR Enhanced SDK or this Agreement. The prevailing party in a suit shall be entitled to reimbursement for its costs and expenses, including any costs incurred in collecting overdue payments and attorneys' fees at trial and on appeal.

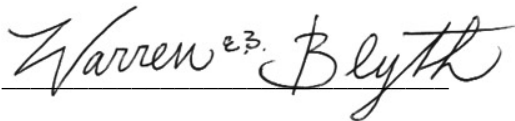
12.5 Entire Agreement. This is the entire agreement between the parties which supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement.

12.6 Trademarks. NaturalPoint, OptiTrack, TrackIR, and TrackIR Enhanced are trademarks of NaturalPoint, Inc.

This Agreement shall be effective when signed by the authorized representatives of each party below.

NaturalPoint, Inc.

("Licensee")

A handwritten signature in cursive script that reads "Warren E.B. Blyth". The signature is written in black ink and is positioned above a horizontal line.

Name: Warren E.B. Blyth

Name:

Title: Public & Developer Relations

Title:

Date: March 19, 2007

Date: