

END USER LICENSE AGREEMENT

FOR SOFTWARE TO BE USED WITH MICROVISION PRODUCTS

IMPORTANT NOTICE TO END USERS: This End User License Agreement (the "Agreement") is a legal agreement between the purchaser (either an individual person or a single legal entity who will be referred to in this Agreement as "You") of Microvision products or prototypes ("Products") and the Licensed Software (as defined below) and Microvision, Inc. ("Microvision").

BY DOWNLOADING, INSTALLING, COPYING OR OTHERWISE USING THE LICENSED SOFTWARE YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL, COPY OR USE THE LICENSED SOFTWARE. IF YOU ACQUIRED THE LICENSED SOFTWARE ON TANGIBLE MEDIA (e.g. CD) WITHOUT AN OPPORTUNITY TO REVIEW THIS LICENSE AND YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY OBTAIN A REFUND OF ANY AMOUNT YOU ORIGINALLY PAID FOR THE LICENSED SOFTWARE IF YOU (A) DO NOT USE THE LICENSED SOFTWARE AND (B) RETURN IT, WITH PROOF OF PAYMENT, TO THE LOCATION FROM WHICH IT WAS OBTAINED WITHIN THIRTY (30) DAYS OF THE PURCHASE DATE.

This Agreement is effective on the date on which You manifest your acceptance of this Agreement by downloading, installing, copying or otherwise using the Licensed Software.

1. DEFINITIONS. In this Agreement, "Licensed Software" means the computer programs, in machine-readable, interpreted, compiled or other form, furnished to You for use with Microvision Products, whether owned or licensed by Microvision, and including without limitation, (i) computer programs residing on any medium and all materials or contained in any download supplied by Microvision in connection with the Licensed Software, (ii) related explanatory written materials or files ("Documentation"); and (b) upgrades, modified versions, updates, additions, and copies of the Licensed Software, if any, provided to You by Microvision, either directly or indirectly (collectively, "Updates").

2. LICENSE. As long as You comply with the terms of this Agreement, Microvision grants You a personal, non-exclusive, non-transferable license to use the Licensed Software for Your own use in the operation of the Microvision Products. Except as otherwise stated in this Agreement, the license granted hereunder is perpetual.

3. SUPPORT SERVICES. Microvision or the reseller or distributor from whom You purchased Microvision Products may provide You with support services related to the Licensed Software ("Support Services"). Use of Support Services is governed by the policies and programs described in the user manual, in "online" documentation, or in other materials from the support services provider. Any supplemental software code provided to You as part of the Support Services is considered part of the Licensed Software and subject to the terms and conditions of this Agreement. You acknowledge and agree that Microvision and its licensors, contractors, resellers and distributors may use technical information You provide to them as part of the Support Services for its business purposes, including for product support and development.

4. RESTRICTIONS. You will not use the Licensed Software for any purpose other than for the operation of the Microvision Products and solely for Your internal business or personal use in accordance with operating instructions Microvision or its authorized resellers or distributors may provide from time to time. Unless specifically and expressly permitted by Microvision, You agree not to modify, adapt or translate the Licensed Software. You also agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Licensed Software. You also agree not to rent, lease, transfer, or otherwise transfer rights to the Licensed Software. Any such forbidden use will immediately terminate Your license to the Licensed Software.

5. INTELLECTUAL PROPERTY AND CONFIDENTIALITY. The Licensed Software and any copies that You are authorized by Microvision to make are the intellectual property of and are owned by Microvision, Inc. and its licensors. The Licensed Software is protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. Any copies that You are permitted to make pursuant

to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Licensed Software. Trademarks can only be used to identify printed output produced by the Licensed Software and such use of any trademark does not give You any rights of ownership in that trademark. Except as expressly stated herein, this Agreement does not grant You any intellectual property rights in the Licensed Software and all rights not expressly granted herein are reserved by Microvision.

The Licensed Software, including without limitation its structure, organization and code, and its accompanying Documentation are Microvision's or its licensors' confidential information and constitute trade secrets. You will not directly or indirectly, disclose such information except to those of its employees or consultants who require such disclosure in connection with Your use of Microvision Products and who are also subject to the same confidentiality obligations.

6. LIMITED WARRANTY. Microvision warrants that the Licensed Software will perform substantially in accordance with the accompanying materials and online documentation publicized by Microvision for a period of ninety (90) days from the date of receipt. Any supplements or updates to the Licensed Software provided to You after the expiration of the limited warranty period are not covered by any warranty or condition, express or implied. Microvision and its licensors and suppliers' entire liability and your exclusive remedy will be, at Microvision's option, (a) return of the price paid (if any) for the Licensed Software, or (b) repair or replacement of the Licensed Software that does not meet this limited warranty and that is returned to Microvision. This Limited Warranty is void if failure of the Licensed Software has resulted from accident, abuse, misapplication, abnormal use or a virus.

7. DISCLAIMER OF WARRANTIES. THE LIMITED WARRANTY THAT APPEARS ABOVE IS THE ONLY WARRANTY, EXPRESS OR IMPLIED, MADE TO YOU BY MICROVISION. EXCEPT FOR THE LIMITED WARRANTY STATED ABOVE, MICROVISION PROVIDES THE LICENSED SOFTWARE AND SUPPORT SERVICES TO YOU ON AN "AS IS" BASIS AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MICROVISION DOES NOT WARRANT THAT THE PRODUCT OR ASSOCIATED SOFTWARE WILL RUN ERROR FREE OR WITHOUT INTERRUPTIONS OR WILL OPERATE WITH THIRD PARTY APPLICATIONS THAT ARE NOT SUPPLIED BY MICROVISION. MICROVISION IS NOT LIABLE FOR LOSS OF DATA OR DOWN TIME. MICROVISION IS NOT RESPONSIBLE FOR RESOLVING SOFTWARE ISSUES CAUSED BY RESELLER COMPONENTS OR THIRD PARTY SOFTWARE NOT PROVIDED BY MICROVISION. MICROVISION SHALL NOT BE RESPONSIBLE FOR WARRANTY SUPPORT ON ANY PRODUCT OR COMPONENT INCLUDED WITH THE PRODUCTS THAT IS NOT SUPPLIED BY MICROVISION.

8. EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER MICROVISION NOR ITS LICENSORS WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THE MICROVISION PRODUCTS OR THE LICENSED SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING AS A RESULT OF A CLAIM OF PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF MICROVISION OR ANY LICENSOR, AND EVEN IF MICROVISION OR ANY LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF MICROVISION AND ANY OF ITS LICENSORS UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY MICROVISION WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY) SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE LICENSED SOFTWARE OR U.S. \$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 7, 8, AND 9) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10. TERMINATION. If You breach any provision of this Agreement, then Microvision may terminate any license granted hereunder effective immediately without liability after 10 days written notice to You, and You will promptly return to Microvision all copies of the Licensed Software.

11. ASSIGNMENT AND MICROVISION PRODUCT TRANSFER. You may not sublicense or assign this Agreement or any interest or right granted herein without Microvision's prior written consent. The Licensed Software is configured for the sole purpose of operating with the Microvision Product, and accordingly this Agreement shall be automatically assigned on the sale or transfer of the Microvision Products with which the Licensed Software operates to the person or entity who takes title to such Microvision Products, provided that such assignee or transferee abides by the obligations and restrictions set forth in this Agreement.

12. EXPORT RESTRICTIONS. This Agreement is subject to the laws, regulations, orders, decrees of the United States which may be imposed from time to time restricting the import/export of the Products to/from the United States. You will not export or re-export the Licensed Software, or any part of the Licensed Software, directly or indirectly, prohibited by or in violation of the laws, rules or regulations of the United States or any applicable jurisdiction. Nor will You export or re-export the Licensed Software, or any part of the Licensed Software, directly or indirectly without first obtaining the required permission to do so from the applicable governmental agencies.

13. GOVERNING LAW AND VENUE. This Agreement is governed by the laws of the State of Washington, USA, excluding its choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods. Venue and jurisdiction of any claim or action involving this Agreement shall exist exclusively in the state and federal courts located in King County, Washington, USA.

14. GENERAL PROVISIONS. This Agreement is the entire agreement between the parties with respect to the subject matter set forth herein and supersedes all prior oral written agreements between the parties with respect thereto and may only be amended in writing by the parties. If a court of competent jurisdiction finds that any provision of this Agreement is unlawful or unenforceable, then it is the intent of the parties that such court applies a rule of reasonableness and modifies the provision in question so that it will remain in effect to the greatest extent permitted by law. If a court finds such procedure to be inappropriate, then the provision held unlawful or unenforceable shall be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect. Sections 4, 5, 7, 8, 9, 13, 14 and 15 (and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement) shall survive the expiration or termination of this Agreement.

15. IMPORTANT NOTICE TO RESELLERS AND DISTRIBUTORS: If you are an authorized reseller or distributor of Microvision Products, you may download the Licensed Software for distribution or resale to end user customers, provided that doing so is consistent with the terms of your existing distribution or reseller agreement with Microvision. Except as provided in the following sentence, your acceptance of the terms of this Agreement will not supersede, modify or amend the terms and conditions of your existing reseller or distributor agreement with Microvision. *However, by downloading the Licensed Software and manifesting your acceptance of this Agreement, you agree that (a) you will only distribute the Licensed Software pursuant to this End User License Agreement between Microvision and the end user; (b) you will provide each of your end user customers with a copy of this End User License Agreement and ensure that such end users are on notice that their use of the Licensed Software is contingent upon their acceptance of the terms and conditions of this End User License Agreement, and (c) you will refund the purchase price of the Licensed Software to any end user customer who does not accept the terms and conditions of this End User License Agreement and returns the Licensed Software unused within thirty (30) days of their purchase date.*