

Exhibit G

**Second Amended and Restated
Agreement**

Between

The Regents of the University of California

And

Eolas Technologies Incorporated

For

**"Embedded Program Objects In Distributed Hypermedia Systems"
UC Case No. 94-B08**

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Highly Confidential - Attorney's Eyes Only

EOLASTX-0000010352



PX0019.0001

SECOND AMENDED AND RESTATED AGREEMENT
FOR
EMBEDDED PROGRAM OBJECTS
IN DISTRIBUTED HYPERMEDIA SYSTEMS

THIS SECOND AMENDED AND RESTATED AGREEMENT ("Agreement") is effective as of the 1st day of August, 1995, by and between The Regents of the University of California ("The Regents"), a California corporation, having its statewide administrative offices at 1111 Franklin Street, 12th Floor, Oakland, CA 94607-5200, and acting through its Office of Technology Management, University of California San Francisco, 185 Berry Street - Suite 4603, San Francisco, CA 94107, and Eolas Technologies Incorporated ("Eolas"), a Texas corporation, having a principal place of business at 313 East Charnwood Street, Tyler, Texas 75701.

RECITALS

- A. Whereas, certain inventions and discoveries, generally characterized as "Embedded Program Objects In Distributed Hypermedia Systems" ("Discovery"), useful for embedding interactive program objects within hypermedia documents in distributed hypermedia environments such as the World Wide Web on the Internet were made in the course of research at the University of California, San Francisco campus (UCSF) by Michael Doyle et al., and are covered by Patent Rights, Copyrights, and Property Rights as defined below;
- B. Whereas, The Regents and Eolas have concluded that the competitive advantage comprising the economic value of Products is essentially the same regardless of the available form of current protection in Copyright and Property Rights that The Regents has provided to Eolas covering such Products, and accordingly, the royalty paid to The Regents is independent of such protection ascribed to the Product at any given time;
- C. Whereas, both parties recognize and agree that royalties due hereunder will be paid on pending patent applications (for a limited period of time) and issued patents;
- D. Whereas, Eolas is desirous of acquiring exclusive licenses to any and all of Patent Rights, Copyrights, and Property Rights covering the Discovery;

1.4 "Derivative Works" means any revisions, modifications, translations, abridgments, condensations, expansions, enhancements or supplements of the Software or any other form in which such Software may be recast, transferred or adapted.

1.5 "Distribute/Distribution" means transfer by any means whatsoever, including, but not limited to, sale, rental, lease, display, loan, importation or the like and the provision by Eolas of any service to customers of Products to install, support, or maintain them.

1.6 "Joint Venture" means any separate entity established pursuant to an agreement between a third party and Eolas to constitute a vehicle for a joint venture, which separate entity manufactures, uses, or Distributes a Product. Each reference to Eolas herein shall be meant to include its Joint Ventures.

1.7 "Net Receipts" means the gross revenues invoiced by Eolas, an Affiliate, or a Joint Venture in consideration of the Distribution of Products or services and for the installation, maintenance or support of Products by Eolas, an Affiliate of Eolas, a Joint Venture of Eolas to independent third parties for cash or other forms of consideration in accordance with Generally Acceptable Accounting Principles less only the following deductions (if not already deducted from the gross invoice price and at rates customary within the industry); (a) allowances, discounts, or credits (where such allowances, discounts, or credits are actually deducted and limited to rebates, retroactive price reductions, recalls, rejections, returns, and prompt payment and volume discounts granted to customers of Products, whether in case of Products in lieu of cash); (b) freight, transport packing, insurance charges associated with transportation; and (c) taxes, tariff, or import/export duties based on sales when included in gross sales, but not value-added taxes or taxes assessed on income derived from such sales. Where Eolas Distributes Products for end use to itself, an Affiliate, or a Joint Venture, then such Distribution will be considered Distribution at list price normally charged to independent third parties, and The Regents will be entitled to collect a royalty on such Distribution in accordance with Article 4.

1.8 "Patent Method" means any process or method covered by the claims of a patent application or patent within Patent Rights or the use or practice of which process or method would constitute in a particular country, but for the license granted to Eolas pursuant to this Agreement, an infringement of a claim of a patent or pending claim of a patent application were

1.13 "Recoveries" is the amount of money or property obtained by Eolas and/or The Regents as a result (i) of actual damages, excluding punitive or enhanced damages awarded by a court, or (ii) any settlement agreement between or among the actual or potential parties related to an infringement action about to be taken pursuant to this Agreement.

1.14 "Resolution Day" means August 27, 2007.

1.15 "Software" means the modified portions of the "NCSA Mosaic," "Rasmol," "MPEG Play," "WT," and "VIS" software programs and any related documentation created by Michael Doyle et al. at UCSF and supplied to Eolas under the terms of this Agreement for which the reproduction, Distribution, display, performance, or preparation of Derivative Works of such Software would constitute, but for the licenses granted to Eolas pursuant to this Agreement, an infringement of Copyright or Patent Rights and would constitute but for the licenses granted to Eolas pursuant to this Agreement a misappropriation of Property Rights.

1.16 "Software Products" means i) the Software, ii) any Derivative Works thereof, and iii) any product comprising both Software or Derivative Works and one or more applications, whether created by The Regents, Eolas, or its sublicensees.

1.17 "Source Code" means the source code, the internal documentation to the source code, and the external reference specifications to the source code of the Software.

2. LIMITED WARRANTY

2.1 The Regents warrants to Eolas that it has the lawful right to grant this license and that it has granted no licenses to third parties under Patent Rights, Copyrights, and Property Rights.

2.2 This license and the associated technology are provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED. THE REGENTS MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE DISCOVERY OR PRODUCTS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHT NOT COVERED BY THIS LICENSE.

2.3 IN NO EVENT WILL THE REGENTS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM EXERCISE OF THIS

3.2 Subject to the limitations set forth in this Agreement, The Regents grants to Eolas exclusive licenses under Copyright to Distribute, use, copy, format, edit, and reproduce partial or complete object code versions of the Software Products and to use, copy, format, reproduce, and to prepare Derivative Works to the Source Code and Software where Copyright exists.

3.3 Subject to the limitations set forth in this Agreement, The Regents grants to Eolas nonexclusive licenses under Property Rights to possess, use, and Distribute the Software and to possess and use the Source Code throughout the world where The Regents may lawfully grant such a license.

3.4 The licenses granted under Property Rights set forth in Paragraph 3.3 immediately above, expressly limit the rights granted to Eolas in the Software and the Source Code to those licenses expressly stated in this Agreement and for no other purpose.

3.5 Under Property Rights, the right to transfer possession of the Source Code by Eolas to third parties other than its agents, consultants, contractors, and sublicensees (and potential sublicensees that are covered by appropriate confidentiality agreements) within the scope of the rights and licenses granted to Eolas hereunder, is expressly excluded from this Agreement. Except as otherwise stated in this Agreement, Eolas shall not attempt to sell, donate, abandon or otherwise transfer Source Code to any third party. Subject to Paragraph 15.3, Eolas acknowledges that title to the tangible material comprising the Source Code is owned by The Regents and that title is not being transferred to Eolas under this Agreement.

3.6 In the event that market conditions make the Distribution of Products on the terms set forth in this Agreement unprofitable, Eolas shall be entitled to elect to convert the exclusive licenses granted under Paragraphs 3.1 through 3.3 to nonexclusive licenses under the same royalty obligations set forth in Paragraph 4.1. The Regents and Eolas shall renegotiate the amount of the minimum annual royalty payments set forth in Paragraph 4.3 to take into account the reduced profitability of Products to Eolas and shall negotiate other terms as appropriate, including, without limitation or obligation, Paragraph 3.10. Payment of minimum annual royalties due and owing to The Regents after the date of election to convert the exclusive licenses to nonexclusive licenses shall be delayed for a period of up to one (1) year to allow for the renegotiation of the amount of the minimum annual royalties. Eolas shall not be in breach of this Agreement if it continues to exercise its rights hereunder during the one (1)-year time period.

sublicenses that grant the right to Distribute Products (not end-user licenses) and that have been entered into by Eolas or a sublicensee shall be assigned to The Regents, except that: (i) The Regents sole obligation under all such sublicenses will be to honor only those rights granted directly or indirectly by Eolas to such third parties with respect to the Products and their Distribution that are consistent with and do not exceed the rights granted to Eolas under this Agreement; and (ii) Eolas shall remain solely responsible for all other obligations and liabilities of any nature under such assigned sublicenses.

3.13 Eolas and its sublicensees may grant sublicenses to others in the form of end-user licenses for use of Products.

4. ROYALTIES

4.1 In further consideration for all the rights and licenses granted herein, Eolas shall pay to The Regents an earned royalty as follows:

4.1.1 a royalty at the rate of six percent (6%) based on the Net Receipts of Patent Products Distributed by Eolas:

4.1.2 a royalty at the rate of three and three-fourths percent (3.75%) based on the Net Receipts for Software Products Distributed by Eolas.

The royalty rate paid to The Regents for Products covered by Property Rights, Copyright, and Patent Rights as specified in Subparagraphs 4.1.1 and 4.1.2 shall not exceed the royalty rate set forth in Subparagraph 4.1.1.

4.2 If Eolas must pay royalties or fees to a third party for the right to Distribute Applications, then Eolas shall be entitled to reduce the Net Receipts on which royalties are calculated by an amount equal to the royalties or fees paid for the Application(s).

4.3 Eolas shall pay to The Regents a minimum annual royalty as set forth below beginning on the third anniversary of the Resolution Day:

September 30, 2009	\$154,750
August 27, 2011	\$150,000
August 27, 2012	\$500,000

4.7 Earned royalties on sales of a Product occurring in any country outside the United States shall not be reduced by any taxes (including value-added taxes), fees, or other charges imposed by the government of such country on the remittance of royalty income. Eolas shall also be responsible for all bank transfer charges.

4.8 Notwithstanding the provisions of Article 24 (FORCE MAJEURE), if at any time legal restrictions prevent prompt remittance of part or all royalties owed to The Regents by Eolas with respect to any country where a Product is Distributed, Eolas shall convert the amount owed to The Regents into United States funds and shall pay The Regents directly from another source of funds for the amount impounded.

4.9 In the event that any patent or any claim thereof included within the Patent Rights shall be held invalid or unenforceable in a final decision by a court of competent jurisdiction and last resort and from which no appeal has or can be taken, all obligation to pay royalties based on such patent or claim or any claim patentably indistinct therefrom shall cease as of the date of such final decision. Eolas shall not, however, be relieved from any royalties that accrued before such decision or that are based on another patent or claim that has not expired or that is not involved in such decision.

4.10 To the maximum extent permitted under applicable law, Eolas shall be responsible for the administration and payment of all taxes in the United States other than income or related taxes, whether federal, state, or local government taxes, however designated or levied on this Agreement or related Software Products transferred by The Regents to Eolas, including any sales and use taxes and state and local privilege or excise taxes based on gross revenues. Any such payments made under this Paragraph 4.10 shall not be deductible or creditable against the fees and royalties due The Regents.

4.11 Moreover, Eolas will pay to The Regents twenty percent (20%) of all consideration payable to Eolas under sublicenses granted under Paragraph 3.10 and end-user licenses issued by sublicensees under Paragraph 3.13. Such twenty percent (20%) will be considered a royalty and Eolas will pay such twenty percent (20%) in accordance with the provisions of Paragraph 4.5 of this Agreement. Licenses will accept only money as consideration for sublicenses granted.

- 6.1.2 the number of Products Distributed by Eolas and reported to Eolas as Distributed by its sublicensees and the number of installation sites and maintenance and support contracts for Products entered into by Eolas and reported to Eolas by its sublicensees;
- 6.1.3 the royalties, in U.S. dollars, payable hereunder with respect to Net Receipts; and
- 6.1.4 the exchange rates used, if any.

6.2 If no royalties based on Net Receipts are due to The Regents during any reporting period after the first commercial Distribution of a Product, then a statement to this effect is required.

7. BOOKS AND RECORDS

7.1 Eolas will keep books and records accurately showing all royalties that are due to The Regents under the terms of this Agreement and sufficient supporting documentation to substantiate the accuracy of such royalty payments. Such books and records will be preserved for at least five (5) years after the date of the royalty payment to which they pertain and will be open to inspection by representatives or agents of The Regents at reasonable times up to once a year to determine the accuracy of the books and records and to determine compliance by Eolas with the terms of this Agreement.

7.2 The fees and expenses of representatives of The Regents performing such an examination will be borne by The Regents. However, if an error in royalties of more than seven percent (7%) of the total royalties due for any year is discovered, then the fees and expenses of these representatives will be borne by Eolas.

8. LIFE OF THE AGREEMENT

8.1 Unless otherwise terminated by operation of law or by acts of the parties in accordance with the terms of this Agreement, this Agreement shall be in force from the effective date recited on page one and shall remain in effect for the life of the last-to-expire patent licensed under this Agreement or until the last patent application licensed under this Agreement is abandoned. In the event none of the patents licensed under this Agreement issues or all patents are abandoned, this Agreement shall be in force for a period of twenty (20) years from the date of market introduction for the last to be introduced Software Product covered by Copyright and Property Rights in the United States.

nature for a period from the date of disclosure until five (5) years after the date of termination of this Agreement, provided that all Proprietary Information shall be labeled or marked confidential or as otherwise similarly appropriate by the disclosing party, or if the Proprietary Information is orally disclosed, it shall be reduced to writing or some other physically tangible form, marked and labeled as set forth above by the disclosing party and delivered to the receiving party within thirty (30) days of the oral disclosure as a record of the disclosure and the confidential nature thereof. This confidentiality obligation shall apply to the information defined as "DATA" under the Secrecy Agreement, and such DATA shall be treated as Proprietary Information hereunder. Notwithstanding the foregoing, Eolas and The Regents may use and disclose Proprietary Information to its employees, agents, consultants, contractors, and, in the case of Eolas, its sublicensees, provided that any such parties are bound by a like duty of confidentiality.

11.1.1 Nothing contained herein shall in any way restrict or impair the right of Eolas or The Regents to use, disclose or otherwise deal with any Proprietary Information:

11.1.1.1 that recipient can demonstrate by written records was previously known to it; or

11.1.1.2 that is now, or becomes in the future, public knowledge other than through acts or omissions of recipient; or

11.1.1.3 that is lawfully obtained without restrictions by recipient from sources independent of the disclosing party; or

11.1.1.4 to the extent that it is required to be disclosed to a governmental entity or agency in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or agency, provided that the disclosing party will seek appropriate confidential treatment of disclosed materials; or

11.1.1.5 that is furnished to a third party by the recipient with similar confidentiality restrictions imposed on such third party, as evidenced in writing; or

11.1.1.6 that The Regents is required to disclose pursuant to the California Public Records Act or other applicable law, provided that The Regents will apply for appropriate confidential treatment of any disclosed material to the extent it is available.

days following receipt of a proper itemized invoice from The Regents to which relevant law firm billings shall be attached.

12.4 The obligation of Eolas to underwrite and to pay patent preparation, filing, prosecution, maintenance, and related costs will continue for costs incurred until three (3) months after receipt by either party of a Notice of Termination. Eolas will reimburse The Regents for all patent costs incurred during the term of the Agreement and for three (3) months thereafter whether or not invoices for such costs are received during the three (3)-month period after receipt of a Notice of Termination. Eolas may with respect to any particular patent application or patent terminate its obligations with the patent application or patent in any or all designated countries upon three months written notice to The Regents. The Regents may continue prosecution and/or maintenance of such application(s) or patent(s) at its sole discretion and expense, provided, however, that Eolas will have no further right or licenses thereunder.

13. USE OF NAMES AND TRADEMARKS AND NONDISCLOSURE OF AGREEMENT

13.1 Nothing contained in this Agreement shall be construed as conferring any right to use in advertising, publicity, or other promotional activities any name, trade name, trademark, or other designation of either party hereto by the other (including any contraction, abbreviation, or simulation of any of the foregoing). The use of the name by Eolas of "The Regents of the University of California" or the name of any University of California campus or national laboratory is expressly prohibited except as provided for under Articles 11 (CONFIDENTIALITY), Article 13 (USE OF NAMES AND TRADEMARKS AND NONDISCLOSURE OF AGREEMENT) and Article 14 (PROPERTY PROTECTION).

13.2 Each party hereto further agrees not to use or refer to this Agreement or any license granted hereunder in any promotional activity without the express written approval of the other party. However, The Regents shall be free to release to the inventors of the Discovery and authors of the Software covered by this Agreement and senior administration officials employed by The Regents the terms and conditions of this Agreement upon their request. If such release is made, The Regents shall request that the recipients not disclose such terms and conditions to others. It is further understood that should a third party inquire whether a license is available, The Regents may disclose to such third party the existence of this Agreement, the extent of the

Source Code and take such reasonable precautions to prevent the unauthorized disclosure of the Source Code to the same extent that Eolas protects the proprietary information contained in source code of its own. Eolas shall be entitled to register the Copyright covering the Software Products with the Library of Congress in the United States in the name of The Regents at the time it desires. The Regents shall use its best efforts to cooperate fully with Eolas in the timely execution of all documents necessary to register said Copyright in the name of The Regents.

14.3 Any tangible personal property, Derivative Works or Applications developed or produced by or for Eolas independently or pursuant to any agreement between Eolas and a third party shall be the exclusive property of and owned by Eolas or the third party.

15. INFRINGEMENT

15.1 Eolas shall have the exclusive right, in its sole discretion, to take any and all legal action, or no legal action, relating to the abatement of the infringement of any Patent Rights or Copyright. Eolas shall, prior to filing suit against any infringer of the Patent Rights or Copyright, give notice to The Regents of its intentions to bring suit. The Regents shall be entitled to join in any such legal action only if requested to do so by Eolas. If any action by Eolas has caused The Regents to be named as a defendant in a declaratory judgment action, Eolas must assume the defense of The Regents with counsel acceptable to The Regents, which counsel may also represent Eolas. If The Regents does not agree with Eolas' choice of counsel to defend the declaratory judgment action or there is a conflict of interest in counsel representing both Eolas and The Regents, then The Regents may select counsel of its choice and Eolas will pay The Regents its cost and expenses of defense of the declaratory judgment action.

15.2 Except as set forth in Section 15.2.1, Eolas shall bear all expenses, excluding those of counsel to The Regents, in any action brought hereunder by Eolas, and all Recoveries and punitive and enhanced damages from such legal action will be allocated in the following order to compensate each party for damages it suffered as a result of the infringement of Patent Rights or Copyright i) to each party reimbursement in equal amounts to pay each party's actual out-of-pocket attorney's costs, fees, and other related expenses to the extent each party paid for such costs, fees, and expenses, including contingent fees, until all such costs, fees, and expenses for each party have been paid in full (provided that if one party paid more for such costs, fees, and

16.2 Eolas, at its sole cost and expense, will insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:

16.2.1 Prior to the marketing and sale by Eolas of Product- Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(a) Each Occurrence	\$1,000,000
(b) Products/Completed, Operations, Aggregate	\$1,000,000
(c) Personal and Advertising Injury	\$1,000,000
(d) General Aggregate (commercial form only)	\$1,000,000

16.2.2 Subsequent to the marketing and sale by Eolas of Patent Products- Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(a) Each Occurrence	\$5,000,000
(b) Products/Completed, Operations, Aggregate	\$5,000,000
(c) Personal and Advertising Injury	\$5,000,000
(d) General Aggregate (commercial form only)	\$5,000,000

It should be expressly understood, however, that the coverages and limits referred to under the above will not in any way limit the liability of Eolas. Eolas will furnish The Regents with certificates of insurance evidencing compliance with all requirements. Such certificates will:

- (a) Provide for thirty (30)-day advance written notice to The Regents of any modification;
- (b) Indicate that The Regents has been endorsed as an additional insured under the coverage referred to under the above;
- (c) Include a provision that the coverage will be primary and will not participate with nor will be excess over any valid and collectable insurance or program of self-insurance carried or maintained by The Regents.

The obligation to maintain insurance under this Paragraph 16.2 will expire five (5) years following the last commercial sale of Products by Eolas or its Sublicensee.

Regents. Acceptance by The Regents of any late-payment interest from Eolas under this Paragraph 19.1 shall in no way affect the provision of Article 17 (WAIVER) herein.

20. NOTICES

20.1 Any payment, notice, or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and to be effective (a) on the date of delivery if delivered in person or (b) on the fourth day after mailing if mailed by first-class certified mail,

postage paid, to the respective address given below, or to such other address as it shall designate by written notice given to the other party as follows:

In the case of Eolas: EOLAS TECHNOLOGIES INC.
313 East Charnwood Street
Tyler, TX 75701
Attn: Chief Legal Counsel

In the case of The Regents:
For notices: Office of Technology Management
University of California San Francisco
185 Berry Street, Suite 4603
San Francisco, CA 94107
Attn: Director
RE: UC Case No. 1994-B08

For remittance of payments: Office of Technology Transfer
University of California
Office of the President
1111 Franklin Street, 7th Floor
Oakland, CA 94607-5200
Attn: Accounts Receivable
RE: UC Case No. SF 1994-B08

25. DISPOSITION OF PRODUCT ON HAND UPON TERMINATION

25.1 Upon termination of this Agreement, Eolas shall have the privilege of disposing of each previously made or partially made Product, but no more, within a period of ninety (90) days, provided, however, that the sale of such Product shall be subject to the terms of this Agreement including, but not limited to the payment of royalties for each Product at the rates and at the times provided herein and the rendering of reports in connection therewith.

25.2 Subject to Paragraph 25.1 supra, upon termination of this Agreement for any reason, Eolas shall destroy the Source Code in its possession within thirty (30) days following the effective date of termination. Eolas shall provide The Regents within forty (40) days of said destruction with written notice that the products have been destroyed.

26. MISCELLANEOUS

26.1 The headings of the several sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

26.2 This Agreement will not be binding upon the parties until it has been signed below on behalf of each party, in which event, it shall be effective as of the date recited on page one.

26.3 No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed on behalf of each party.


26.4 This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter hereof, including, without limitation, the Secrecy Agreement and the Letter of Intent. The Letter of Intent and the Secrecy Agreement are hereby terminated.

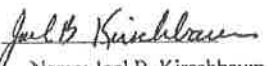
26.5 In case any of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, hereof, but this Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

IN WITNESS WHEREOF, both The Regents and Eolas have executed this Agreement, in duplicate originals, by their respective officers hereunto duly authorized, effective on the day and year hereinafter written:

**EOLAS TECHNOLOGIES
INCORPORATED**

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: 
Name: Mark C. Swords

By: 
Name: Joel B. Kirschbaum

Title: CEO

Title: Director
UCSF Office of Technology Management

Date: Oct. 02, 2009

Date: 10/5/09