

UCView Software License and Service Agreement

This software license and service agreement ("License Agreement") is between UCView Media, Inc. ("UCView") as the provider of the products or services described herein (together with our authorized agents and resellers) and the person or entity ("Customer") who is identified on the order form or invoice ("Order Form"), together with the individuals who are authorized by Customer to access the software and/or services ("End Users"). This License Agreement describes Customer's (and each individual End User's) rights to access and use of UCView digital signage software (version 1.x entire) ("Software"), UCView Web interface and digital signage client services ("Services") whether hosted by Customer or hosted by UCView. The Software and Services are provided to Customer (and its authorized End Users) on the condition that their use abides at all times by the terms and conditions of this License Agreement and their respective use shall evidence their agreement to abide by the terms and conditions herein.

1. License Grant. Subject to the terms and conditions of this License Agreement and in consideration for the payment of the applicable fees described on the Order Form, UCView hereby grants to Customer (and each of its authorized End Users), a limited, non-exclusive, non-transferable license to access and use the Software and Services ("License"), as well as any related documentation, instructions, evaluations, or other written materials, as applicable. The Customer will only provide access to the Software and Services to its authorized End Users during the term of this Agreement. This Agreement shall apply to the Software initially provided to the Customer as well as any subsequent versions, revisions or updates of the Software provided to the Customer.

2. Order Form, Registration and Access. The type of Software and/or Services to be provided to the Customer (number of players, connections, and/or number of authorized End Users that are permitted to access and use the Software and Services) shall be identified on the Order Form executed between UCView and the Customer. The duration and type of License provided to the Customer (i.e., a "Purchase Agreement" for a perpetual term license and a "Subscription Agreement" for a periodic term license) and any associated fees or charges shall also be identified on the Order Form. The Customer and its authorized End Users may make and distribute an unlimited number of copies of the client version of the Software, including commercial distribution, so long as each copy that is made and distributed contains a direct reference to this License Agreement

and all UCView copyright and proprietary notices pertaining to the use and distribution of the client Software. During the term hereof, Customer will provide to UCView access to Customer's UCView Software site for the exclusive purpose of verification of licensing compliance and any applicable per-use billing. UCView will use the Internet to access this information.

PLEASE READ THE FOLLOWING CAREFULLY BEFORE INSTALLING, ACCESSING, OR OTHERWISE USING THE SOFTWARE OR SERVICES DESCRIBED HEREIN. YOU MAY NOT USE THE SOFTWARE UNTIL YOU ACCEPT THE TERMS OF THIS AGREEMENT. BY YOUR ACT OF INSTALLING, COPYING OR USING THE SOFTWARE, OR ACCESSING THE SERVICES YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. PLEASE SAVE A COPY OF THIS AGREEMENT FOR YOUR RECORDS. BY CLICKING THE "SUBMIT" BUTTON DURING THE LOGIN PROCESS, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SOFTWARE OR SERVICE.

3. Customer Content. In the process of using the Software or Service, the Customer and any authorized End User will upload, download or otherwise transmit content to a UCView digital signage server, including, but not limited to, PowerPoint™ presentations, Flash media files, photographs, illustrations, icons, animation, text articles, audio clips, video clips, live TV, streaming video ("Content"). The Customer therefore represents and warrants to UCView that the Customer: is the owner or authorized user of the Content; is solely responsible for the Content; and acknowledges and agrees that UCView neither controls nor guarantees the accuracy, integrity, or quality of the Content. The Customer will not use the Software or Service to upload, record or otherwise transmit any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violates any law, statute, ordinance or regulation; is defamatory, trade libelous, threatening, harassing, obscene, harmful, or pornographic; (iii) contains any viruses or other software that is intended to damage or interfere with (or surreptitiously intercept or capture) any system, data or personal information. Because the Customer and its End Users will be in control

of the Content displayed online as a part of their use of the Software or Service, Customer understands that by using the Services or Software that End Users may be exposed to Content that is improper, offensive or in violation of local, state or federal law and therefore under no circumstances will UCView be liable to any person or entity for any alleged damages sustained by the distribution of the Content to any End User. Upon termination of this License Agreement, Customer agrees that any Content posted to the Customer's UCView application will not be returned to Customer and will be removed from the UCView server.

4. Customer and Technical Support. Unless otherwise indicated on the Order Form, UCView will provide basic customer and technical support to Customer's administrator. UCView support obligation will be limited to e-mail, chat or telephone support to Customer's administrator and/or End Users located in the U.S. and Canada during UCView's normal support hours of 9:00 a.m. to 6:00 p.m. Pacific Time, Monday through Friday (excluding all U.S. federal holidays). UCView will only provide e-mail support to End Users outside the U.S. and Canada. All support will be provided in English. Customer support and technical support will address issues related to use of the Software (i.e., registration, navigation, configuration, installation and troubleshooting), but will not include issues with respect to any End Users' own Internet and network connectivity or computer hardware and connectivity issues. UCView may conduct maintenance of the UCView hosted Software servers, which will normally be performed each Sunday from 6:00 p.m. to 2:00 a.m. Pacific Time. During the scheduled maintenance time, the Service and the Software will not be available for use by Customer or its End Users.

5. Payments and Amendments. All fees and charges provided for in the Order Form for use of the Software will be due upon the dates reflected in the Order Form, or if not so indicated, on the date the invoice is provided by UCView. Any undisputed amount not received when due will bear interest at a minimum of 1.5% per month or the highest rate permitted by law, whichever is greater. UCView is entitled to recover any sums expended in connection with the collection of undisputed sums not paid when due, including reasonable attorneys' fees. UCView reserves the right to terminate this License and use of the Software, after transmittal of notice, if UCView does not receive payment of the fees and charges when due. All license fees and charges are non-refundable. Should Customer continue to use the Service or Software after termination of this Agreement, then Customer agrees to pay the per-minute or monthly fees associated

with use of the Software or Service for as long as used by Customer or its End Users at the then prevailing published rates.

6. Credit Card Authorization. For pay-per-month subscriptions to the Software and actual usage by Customer only, Customer hereby authorizes UCView to charge Customer's credit card each month from month to month based upon either the actual monthly licenses or the subscription contract at the then published per month rates (as applicable). No invoice or receipt will be provided to Customer for this electronic authorization. If Customer does not notify UCView of any discrepancies within ninety (90) days after they first appear on any statement, Customer will be considered to have accepted all charges. Customer releases UCView from any and all liability and claims resulting from any error or discrepancy that is not reported to UCView within that ninety (90) day notice period.

7. Term and Termination. The term of this License Agreement shall mean the period commencing with the earliest of: (i) the date that UCView accepts Customer's Order Form, or (ii) that date that Customer first uses the Services, or (iii) the date that Customer installs the Software; and continuing until the end of the applicable period as indicated on the Order Form (i.e., on a "Purchase Agreement" if a perpetual term license and on a "Subscription Agreement" if a periodic term license), subject to earlier termination in the event of breach as provided herein. If Customer subscribes for a periodic term license, then upon expiration of the initial term, this License Agreement shall automatically renew for like terms until otherwise terminated as provided herein. Either party may terminate this Agreement at the end of any term (initial or renewal) by providing the other party written notice of termination at least thirty (30) days prior to the end of such term. Customer may terminate this Agreement if UCView fails to provide the Software and Service to Customer and such breach is not cured within fifteen (15) days after receipt of written notice of the breach. UCView may terminate this Agreement if Customer breaches any term or condition of this Agreement, including the failure to make timely payment of any fees due if such breach is not cured within fifteen (15) days after receipt of written notice of Customer's breach. In the event that UCView determines that there has been a breach of this Agreement, after notice and failure to cure, UCView may immediately revoke the License granted to Customer, prohibiting Customer's use of the Software, thereby requiring Customer to immediately discontinue use of the Software. Customer and each End User agree that UCView may enforce any breach of this License Agreement by means of equitable

relief (including, but not limited to, injunctive relief) in addition to any other available rights and remedies. Upon termination, all payment obligations of Customer due through the date of termination shall be then due and payable, regardless of revocation of Customer's License.

8. Limited Warranty. UCView warrants to Customer that the Software will operate in accordance with functions and features described in the Administrator's User Guide (the "Documentation") provided to Customer (the "Limited Warranty"). This Limited Warranty shall apply only during the thirty (30) day period beginning with the later of: (i) the date of purchase of the Software or (ii) the date that the Software is first available for use by Customer (the "Warranty Period"). UCView will modify or replace, at no additional charge to Customer, the Software to correct any reproducible error that causes the Software not to perform as set forth in the Documentation, provided that Customer reports the malfunction to UCView during the Warranty Period. In the event that UCView is unable after reasonable efforts to correct any such material error, Customer may during the Warranty Period at Customer's option terminate this Agreement and, upon return of the Software to UCView, UCView shall provide to Customer a pro-rata refund of the unused portion of the License Fees paid. All warranty claims not made in writing or not received by UCView within the Warranty Period shall be deemed to have been waived by Customer. Customer's exclusive remedy for a breach of the foregoing Limited Warranty shall be replacement of the Software or a pro-rata refund of the unused portion of the License Fees paid. The foregoing Limited Warranty shall specifically not cover problems, complaints, issues or claims made by the Customer resulting from events and circumstances outside the control of UCView that may impact the performance, function or use of the Software and/or the user's experience and are not covered by the Limited Warranty. Types of problems, complaints, issues or claims that may impact the Software's functions and features and/or the user's experience and are not a valid warranty claim include, but are not limited to: slowdown or loss of Internet connectivity causing a disconnection to the server, firewall and proxy difficulties that prevent connection to the server, customer service and training questions about the use of functions or features, an End User's player hardware malfunction, software on an End User's computer that interferes with operation of the Software (e.g. video drivers), simple End User error, or interruptions caused by third party hardware and software outside the control of UCView. Except as otherwise and specifically provided by the Limited Warranty in this License Agreement, the Software is provided to Customer and its End Users "as is." UCView does not warrant that the Software will operate

in combination with any other software selected by Customer, nor that it will operate in an uninterrupted manner should Customer experience Internet disruptions.

9. Intellectual Property Indemnity. UCView agrees to defend Customer and to pay any judgments, costs and expenses, or amounts paid in settlement to which UCView agrees, which Customer may sustain as the result of any claim by a third party that the Software by itself and in unmodified form infringes or misappropriates such third party's United States copyright, trade secrets, or patent ("Intellectual Property Indemnity"). In order for UCView to provide its Intellectual Property Indemnity, Customer must provide UCView with prompt written notice of such claims or threat of such claims and UCView must be given full control and authority to investigate, defend and/or settle such intellectual property claim. In the event of any intellectual property claim, UCView may, at its sole discretion, either procure the rights to allow Customer's continued use of the Software, or modify the Software so that it is not infringing on the claimed third party rights. Should the intellectual property claim result in Customer's inability to use the Software, then Customer may terminate this License Agreement and receive a pro-rata refund of any unearned fees actually paid. Customer agrees to defend, indemnify and hold UCView harmless (as well as UCView subsidiaries, affiliates, officers, employees, and directors) from any and all third party claims, liabilities, damages and/or costs (including attorney fees) due to or arising directly out of Customer's (or any End User's): (i) use of the Software or Service; (ii) violation of this Agreement; (iii) unauthorized use or known breach of security; (iv) infringement or violation of any intellectual property or other right of any person or entity related to the Customer's Content.

10. Ownership and Reservation of Rights. Customer acknowledges and agrees that the Software and UCView intellectual property (i.e., UCView source code, copyrighted material, trademarks, service marks, trade secrets and proprietary and confidential information) are the property of UCView, subject to Customer's use pursuant to this License Agreement and that UCView retains those rights in its intellectual property, including any enhancements thereto or derivative works thereof. It is expressly understood and agreed that title to, or ownership of, any part of the Software or any related items provided hereunder, including any enhancements thereto or derivative works thereof, shall not ever be transferred to Customer. Customer agrees not to use UCView service marks and trademarks and brand names (collectively, the "Marks") relating to the Software and Services

without UCView prior written permission. UCView reserves all rights related to the Marks not expressly granted in this License Agreement. UCView's grant of any license to use any of the Software is subject to the rights retained by UCView, which are exercisable at UCView's sole discretion without notice. UCView irrevocably reserves the right: (i) to improve, update and modify the Software; (ii) restrict access to the Software or terminate this Agreement after providing reasonable notice should UCView at its sole discretion determine that Customer or any authorized End User has engaged in any conduct that violates this License Agreement; (iii) to distribute and license the Software, alone or bundled with other products and to grant the right to copy, distribute and to sublicense the Software directly or indirectly to others wherever located.

11. Limitations on Use. Customer and End Users may not access, distribute or use the Software except as expressly permitted under this License Agreement, or the terms of the Order Form, including the requirements provided by applicable U.S. intellectual property laws and U.S. copyright laws. Except as permitted by this Agreement, any distribution of any portion of the Software is expressly prohibited. Furthermore, Customer and End Users shall not, nor shall they permit others to do any of the following: (i) sell, distribute, transmit, or otherwise provide access or use to any person not authorized by this License; (ii) store any Software in any information storage and retrieval system which provides access to persons not authorized by this License or provides concurrent usage by more End-Users than those authorized by this License; (iii) rent, sublicense, lease, or assign any License to the Software to any person other than Customer itself or its authorized End Users; (iv) copy, reproduce, create derivative works from, de-compile, disassemble, or otherwise reverse-engineer the Software, or in any other way alter, translate, modify, or adapt the Software; (v) make use of the Internet or an intranet to provide access to the Software through any local or wide area networks, timesharing services, multiple site arrangements or other forums which permit multiple simultaneous access or distribution other than provided by this Agreement. Upon termination of this License Agreement (if the term of the license is periodic) or upon revocation of the License, after notice of breach and failure to cure such breach, Customer agrees to immediately return the Software to UCView and destroy all copies of the Software, including erasure of all electronic forms found on any player /computer or hardware device.

12. Liability Disclaimer. OTHER THAN THE LIMITED WARRANTY DESCRIBED ABOVE, UCView MAKES NO REPRESENTATIONS ABOUT

THE SOFTWARE OR SERVICES AND IS PROVIDING THE SOFTWARE AND SERVICES TO CUSTOMER AND ITS END USER "AS IS" AND WITHOUT WARRANTY OF ANY KIND. UCView EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR A COURSE OF DEALINGS BETWEEN THE PARTIES. UCView makes no warranty or representation regarding the results that may be obtained from the use of the Software, regarding the accuracy or reliability of any information obtained through the Software, regarding any ads or content played through the Software, regarding any scheduling of ads entered into through the Software or that the Software will meet any End User's requirements, or be uninterrupted or error free. Use of the Software is at the Customer's sole risk. Any material and/or data downloaded or otherwise obtained through the use of the Software is at Customer's own discretion and risk. Customer will be solely responsible for any damage resulting from the use of the Software. To the maximum extent permitted by law, and notwithstanding anything to the contrary contained herein, UCView (or its officers, directors, employees, shareholders, agents or representatives) shall not be liable to Customer or any End User for any consequential, incidental, indirect exemplary or special damages, including (without limitation): (i) damages arising out of or in connection with any loss of profit; (ii) interruption of service; (iii) loss of business or anticipatory profits, even if UCView had been apprised of the likelihood of such damages. In no event will UCView aggregate liability under this License Agreement ever exceed the total amount of any fees paid by Customer during a term of three (3) months.

13. Miscellaneous Provisions.

(a) Governing Law and Enforceability. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California (except that body of law controlling conflicts of law) and specifically excluding from application to this Agreement that law known as the United Nations Convention on the International Sale of Goods. Customer consents to the personal jurisdiction and venue of the State of California or any other state in which UCView maintains its primary corporate office, but not the exclusive jurisdiction of the State of California. The prevailing party in any litigation between the parties shall recover its reasonable attorneys' fees and costs from the non-prevailing party.

(b) Notices. All notices, requests and other communications between the parties in connection with this License Agreement shall be in

writing. All such notices to UCView shall be addressed to 8921 Fullbright Ave. Chatsworth, CA 91311, with all notices to Customer addressed to the person and location provided in the Order Form. Either UCView or Customer may change its notice address by written notice to the other, served as provided above, and provided, however, that any notice of change of address shall be effective only upon receipt.

(c) Marketing. Customer hereby consents to UCView use of Customer's name and logo for the limited purpose of identifying Customer as an UCView Customer on locations such as UCView's web site, as a general list of customers and referenced in UCView's corporate and promotional literature. Additionally, Customer agrees that UCView may issue a press release identifying Customer as a customer of UCView and describing Customer's intended use of UCView and the benefits that Customer expects to derive from the use of UCView's Software. The content of any press release identifying Customer will be subject to Customer's prior approval and Customer's approval will not be unreasonably withheld. Should UCView host Customer's Software, then UCView may occasionally notify all End Users (whether or not they have opted out) of important announcements regarding the operation of the Software or Service. Customer and any End-User hereby consent to receive periodic email from UCView, or UCView's authorized partners, that provide information concerning offers, updates and features of the products and services of UCView, and UCView's authorized partners.

(d) Government Regulations. Neither Customer nor any of its End Users will export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. government and any country or organization of nations within whose jurisdiction Customer operates or does business. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (June 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency

FAR Supplements, for non-Department of Defense Federal procurements.

(e) Survivability. The terms of the following Sections of this Agreement shall survive any cancellation, termination, or rescission: Ownership, Limitation of Use, Warranty, Indemnity and Limitation of Liability.

(f) Severability and Waiver. In the event any provision of this Agreement is held to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect, and the unenforceable provisions will be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. Customer may not assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of UCView, and such consent may be unreasonably.

(g) Governmental Agencies. Use of the Software or Service by the United States Government or other governmental agencies shall be as "restricted computer software" or "limited rights data" as set forth in "Rights in Data - General" at 48CFR 52.227-14, or as "commercial computer software" or "commercial computer software documentation" under DFARS 252.227-7015, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government other than under normal commercial licensing terms and conditions.

(h) Privacy Policy. Our Privacy Policy can be accessed at on UCView's Web site ("Privacy Policy") and Customer hereby acknowledges that it will access and read the Privacy Policy, that it is a part of this Agreement, and that it is incorporated herein by this reference. The Privacy Policy explains how certain information about End Users may be processed and used, among many other details.

(i) Entire Agreement and Amendments. The Agreement (including the Privacy Policy and any related consents provided by or disclosures provided to Customer in connection with the Software or Services) constitutes the entire agreement between the parties with respect to the Software and Services and supersedes all other (prior or contemporaneous) communications and proposals, whether electronic, oral, or non-electronic. Customer agrees that any terms or conditions

contained in any document, including but not limited to a purchase order, acknowledgement, email, or other document that Customer may now or later provide to UCView, will have no effect and that this Agreement is the only contract and/or license between the parties regarding the Software and Services and may only be amended as set forth herein. This License Agreement and the associated Order Form shall not be changed, modified or amended except in writing signed by a duly authorized representative of the parties giving reference to the License Agreement and Order Form. The application of the United Nations Convention on the International Sale of Goods is hereby expressly excluded. Our performance of this Agreement (including the Privacy Policy) is subject to existing laws and legal process, and Customer agrees that UCView may comply with law enforcement or regulatory requests or requirements notwithstanding any contrary term of this Agreement or that policy. A printed version of this License Agreement and of any notice given to Customer in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. UCView may amend the provisions of its Privacy Policy, and Customer may accept the amended provisions in the manner indicated in the amendment notice as communicated by UCView. The Services are being provided electronically and Customer agrees that UCView may communicate electronically with Customer on matters relating to the Software and Services.

As witnessed to this day _____ by:
(day/month/year)

(name here)
(title here)

(name here)
(title here)