UCView Terms of Service

Software as a Service Subscription Agreement: TERMS & CONDITIONS

IMPORTANT – READ CAREFULLY:

BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCESS AND CLICKING THE ACCEPTANCE BUTTON, YOU REPRESENT AND WARRANT THAT YOU: (i) ARE 18 YEARS OF AGE OR OLDER; (ii) ARE, OR ARE AUTHORIZED TO SIGN FOR AND BIND, THE CONTRACTING PARTY DEFINED BELOW AS "CUSTOMER;" AND (iii) HAVE READ, UNDERSTAND AND AGREE ON BEHALF OF CUSTOMER TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS ONLINE SUBSCRIPTION AGREEMENT. OTHERWISE, DO NOT CLICK THE ACCEPTANCE BUTTON TO PROCEED AND YOUR REGISTRATION PROCESS WILL BE DISCONTINUED.

This Software as a Service Agreement (this "**Agreement**") is a legal and binding instrument entered into as of the date of electronic acceptance by Customer (the "**Effective Date**"), by and between the UCView Media company listed in Section 10 ("**UCView**"), and "**Customer**," the individual or entity entering into this Agreement. UCView reserves the right to amend this Agreement from time to time without notice to Customer. The most current version of this Agreement can be reviewed by clicking on the "Terms of Service" hypertext link located at the bottom of UCView portal pages.

1. **Description of Services**. UCView digital signage solutions products include   services (individually and collectively referred to as the "**Services**"), as more fully described in subsections (a) through (g) immediately below. The selection(s) made and submitted by Customer during the registration process will identify the specific Service(s) subscribed to by Customer hereunder and the number of Named Authorized User(s) for each Service, all of which shall be listed on Customer's Account. "**Named Authorized Users**" shall mean (i) for the Customer-designated individuals (i.e., employees, contractors, consultants, etc.) who may access the Services in accordance with this Agreement, and (ii) for the UCView Service, the Customer-designated host PCs which may be accessed by authorized individuals (i.e., employees, contractors, consultants, etc.) in accordance with this Agreement. The following describes the Services currently offered by UCView Portal;:

   1. **UCView Digital Signage**. By subscribing to the UCView Software as a Service, Customer may access and use the UCView Portal to control their digital signage display, design and upload content and advertisements. For the sole purpose of displaying content from various format on the display.

   2. **Registration Data**. As part of the online registration process, UCView will collect certain limited information about Customer ("**Registration Data**"). All Registration Data provided by or on behalf of Customer must be current, complete and accurate, and Customer is solely responsible for updating such Registration Data as necessary. UCView reserves the right to terminate this Agreement immediately in the event any Registration Data is found to be inaccurate, incomplete or not current at any time.

   3. **Account Password/Security**. As part of the online registration process, Customer will choose a password and a user name. Customer is entirely responsible for maintaining the confidentiality of its password and account, and Customer is solely responsible for any and all activities that occur under its account. Customer agrees to notify UCView immediately of any unauthorized use of its account or any other breach of security. UCView shall not be liable for any loss that Customer may incur as a result of a third party using its password or account, either with or without its knowledge. Customer may be held liable for losses incurred by UCView or another party due to a third party using Customer's account or password.

   4. **Payment Information**. As part of the registration process, UCView will collect certain additional information related to billing and payment matters ("**Payment Information**"). Such Payment Information will include a valid debit card or credit card number with available credit sufficient to pay the applicable Subscription Fees, an election of a preferred billing frequency, and other information as required by UCView. All Payment Information provided by or on behalf of Customer must be current, complete and accurate, and Customer is solely responsible for updating such Payment Information as necessary. Customer hereby authorizes UCView, from time to time, to take steps to determine whether the debit card or credit card number provided is valid. UCView reserves the right to terminate this Agreement immediately in the event any Payment

Information is found to be inaccurate, incomplete or not current at any time. UCView shall not be responsible for any overdraft charge or other fees that may be incurred by UCView's use of Customer's debit card or credit card.

5. 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.

6. Credit Card Authorization. For pay-per-month subscriptions to the Software and actual usage by Customer , Customer hereby authorizes UCView to charge Customer's credit card each month from month to month or quarterly (every 3 months) 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. 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. **Trial and Promotional Offers**. From time to time, UCView may offer certain trial and/or promotional offers. UCView reserves the right to discontinue or modify coupons, credits, trials and promotional offers at its discretion and without notice. Any such trial or promotional offers may not be combined with other coupons, credits, trials, promotions or any other discounts, and are limited to one (1) per Customer.

8. **Privacy**. UCView's use of any information provided by Customer, including without limitation, Registration Data and Payment Information, is set forth in UCView's current Privacy Policy for each of the applicable Service(s), which can be found by clicking on the "Privacy Policy" hypertext link located at the bottom of the respective Web page for each Service.

2. **Customer Rights and Restrictions**.
   1. During the Term of this Agreement, and upon Customer's payment of all applicable Software as a Service Fees, UCView will enable Customer to access and utilize the Services as contemplated herein, and Customer may access and use the Services subscribed to hereunder pursuant to and in accordance with the provisions of this Agreement.

   2. 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.

   3. Customer may not reverse engineer, decompile or otherwise attempt to decipher any code in connection with the Services or any other aspect of UCView's technology.

   4. Customer may inform its Named Authorized Users, customers and employees that the Services subscribed to hereunder are powered by UCView.

   5. Customer shall not access and/or use any of the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the UCView Web sites, Services or any networks or

security systems of UCView.

6. No other rights are granted hereunder except as expressly set forth in this Agreement.

3. **Term and Termination**.
    1. **Term**. This Agreement shall commence on the Effective Date and continue for the subscription period as stated on Customer's.

    2. **Termination for Cause**. UCView reserves the right to terminate this Agreement immediately if Customer breaches any of its material obligations under this Agreement.

    3. **Effect of Termination**. Upon termination of this Agreement, Customer will immediately discontinue all access to and use of the Services and all display associate with the service will stop displaying content. UCView shall not be liable for any damages resulting from a termination of this Agreement as provided for herein; provided, however, the termination of this Agreement shall not affect any claim arising prior to such termination.

4. **Subscription Fees**. Customer is responsible for all Software as a Service Fees, and hereby authorizes UCView to obtain payment of all such Software as a Service Fees in accordance with the Payment Information, as stated on Customer's Account. Customer shall also be responsible for all applicable taxes (withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax (GST), etc.) or duties imposed by any government entity or collecting agency EXCEPT those taxes based on UCView net income.

5. **Confidential Information**. Unless expressly authorized in writing by the other party, neither party shall disclose to any third party any non-public information or materials provided by the other party under this Agreement and reasonably understood to be confidential ("**Confidential Information**"), or use such Confidential Information in any manner other than to perform its obligations under this Agreement. The foregoing restrictions do not apply to any information that **(i)** is in or becomes available through the public domain, **(ii)**is already lawfully in the receiving party's possession, **(iii)** was known to the receiving party prior to the date of disclosure, **(iv)** becomes known to the receiving party from a third party having an apparent bona fide right to disclose the information, or **(v)** Confidential Information that the receiving party is obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative subpoena, providing receiving party provides disclosing party timely notice of such court order or subpoena. Furthermore, Customer will keep in strict confidence all passwords and other access information to the Services.

6. **DISCLAIMER OF WARRANTIES**. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED BY UCVIEW ON AN "AS IS" BASIS, AND CUSTOMER'S ACCESS TO AND/OR USE OF THE SERVICES IS AT ITS SOLE RISK. UCVIEW EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. UCVIEW MAKES NO WARRANTY THAT ANY OF THE SERVICES WILL MEET THE REQUIREMENTS OF CUSTOMER OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE, NOR DOES UCVIEW MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECTS IN THE PLUG-IN WILL BE CORRECTED. CUSTOMER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED (INCLUDING PLUG-INS) THROUGH THE USE OF ANY OF THE SERVICES IS DONE AT THE SOLE RISK OF CUSTOMER AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM UCVIEW OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER.

7. **LIMITATION ON LIABILITY**. IN NO EVENT SHALL UCVIEW BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL, MULTIPLE, PUNITIVE OR OTHER DAMAGES RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF INCOME, LOSS OF OPPORTUNITY, LOST PROFITS, COSTS OF RECOVERY OR ANY OTHER DAMAGES), HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT UCVIEW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UCVIEW LIABILITY HEREUNDER IS LIMITED TO $50. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

8. **Indemnification**. Customer hereby agrees, at its sole expense, to indemnify, defend and hold UCView harmless from and against any loss, cost, damages, liability or expense arising out of or relating to (i) a third-party claim,

suit, proceeding, action or allegation of infringement based on information, data, files or other content submitted by Customer or otherwise related to Customer's access to and/or use of the Services; or (ii) any fraud or manipulation, or other breach of this Agreement by Customer.

9. **Contracting Party, Choice of Law and Location for Resolving Disputes**. This Agreement is between Customer and the UCView entity for Customer's country or region. In this section, find the country or region where Customer is located, where Customer lives (if Customer is signing up for the Services as an individual person) or where Customer's business is located (if Customer is signing up for the Services as business) in the subsections below, and in that subsection Customer will find the UCView entity that Customer is contracting with and the choice of law and the location for resolving disputes with such UCView entity. If any provision of this Agreement is invalid or unenforceable under applicable law, it shall be to that extent deemed omitted and the remaining provisions will continue in full force and effect. To the extent a provision is deemed omitted, the parties agree to comply with the remaining terms of this Agreement in a manner consistent with the original intent of the Agreement.

    1. **North and South America**. Customer is contracting with UCView located at 8921 Fullbright Ave, Chatsworth, California 91311, United States and this Agreement will be governed by the laws of the State of California, and in any dispute arising out of this Agreement, Customer consents to the exclusive personal jurisdiction and venue in the State and Federal courts within Los Angeles, California.

10. **Additional Terms**.
    1. **Authority**. Each party hereby represents and warrants to the other party that it has all necessary authority to enter into and perform its obligations under this Agreement without the consent of any third party or breach of any contract or agreement with any third party.

    2. **Assignment**. Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part, and any such attempted assignment or delegation shall be void.

    3. **Force Majeure**. UCView will not be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond the control of UCView.

    4. **Choice of Law**. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of California, without regard to the principles of conflict of laws.

    5. **Export**. Both parties agree to comply with applicable United States export and import laws and regulations.

    6. **High-Risk Use**. Customer hereby acknowledges that the Services are not designed or intended for access and/or use in or during high-risk activities including, but not limited to: medical procedures; on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; or the design, construction, operation or maintenance of any nuclear facility. UCView hereby expressly disclaims any express or implied warranty of fitness for such purposes.

    7. **Proprietary Rights**. UCView retains ownership of all proprietary rights in or associated with all its products and services (including the Services), and Customer may not use the UCView logo, or any other name, logo, icon or mark identifying UCView's products and/or services (including the Services) without prior written permission of UCView.

    8. **Compliance with Laws**. Customer shall comply with all applicable laws, rules and regulations relating to Customer's access to and/or use of the Services.

    9. **No Waiver**. The failure of either Customer or UCView in any one or more instance(s) to insist upon strict performance of any of the terms of this Agreement will not be construed as a waiver or relinquishment of the right to assert or rely upon any such term(s) on any future occasion(s).

    10. **Severability**. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

    11. **No Third Party Beneficiaries**. No person or entity not a party to this Agreement will be deemed to be a third party beneficiary of this Agreement or any provision hereof.

    12. **Entire Agreement**. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and understandings with respect to the same. No waiver or amendment of any term or condition of this Agreement

shall be valid or binding on either party unless agreed to in writing by both parties.

13. **Captions and Headings**. Captions and headings are used herein for convenience only, are not a part of this Agreement, and shall not be used in interpreting or construing this Agreement.

14. **Language**. Only the most current English version of this Agreement is binding. In the event of inconsistency or discrepancy between the English version and any other language version of this Agreement, the English-language version shall prevail.