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SOFTWARE RESELLER AGREEMENT

IMPORTANT: PLEASE READ THESE RESELLER TERMS AND CONDITIONS CAREFULLY AND MAINTAIN A COPY FOR YOUR RECORDS.

BY SUBMITTING: (A) A user or an order, OR (B) A PROSPECTIVE user or prospective order; OR (C) ANY SIMILAR BUSINESS OPPORTUNITY OR OFFER TO UCVIEW, INC., OR BY CLICKING THE "ACCEPT" BUTTON, YOU ACCEPT AND AGREE TO BE BOUND BY THESE RESELLER TERMS AND CONDITIONS, THE DOCUMENTATION, AND THE OTHER ITEMS REFERENCED HEREIN AND THEREIN (COLLECTIVELY, THE "AGREEMENT"), ALL OF WHICH ARE INCORPORATED INTO AND FORM PART OF THE AGREEMENT WHERE ("Documentation") means the OFFICIAL written information pertaining to the Agreement and made available by UCView, Inc to you as updated or amended by UCView, Inc from time to time. YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THE AGREEMENT.

YOU MUST ACCEPT THE AGREEMENT BEFORE YOU CAN: (A) SUBMIT A user or an order, OR (B) SUBMIT A PROSPECTIVE user or prospective order; OR (C) SUBMIT ANY SIMILAR BUSINESS OPPORTUNITY OR OFFER TO UCVIEW, INC; OR (D) RECEIVE ANY PRODUCT OR CONSIDERATION OF ANY KIND FROM UCVIEW, INC. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN KASEYA IS UNWILLING to sell any products AND HAS NO OBLIGATION TO PAY ANY CONSIDERATION OR ANY AMOUNTS TO YOU.

THE AGREEMENT IS BETWEEN UCVIEW, INC THAT ACCEPTS THE ORDER FOR THE APPLICABLE PRODUCT ("UCVIEW," "WE," OR "US") AND THE INDIVIDUAL OR LEGAL ENTITY THAT SUBMITS THE ORDER OR THAT CLICKS THE "ACCEPT" BUTTON ("RESELLER" "YOU," OR "YOUR"). IF YOU ARE PART OF OR OTHERWISE ENTERING INTO THE AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, IN WHICH CASE THE TERMS "RESELLER," "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY.

BACKGROUND

A. UCView has developed and desires to advertise promote market and distribute the company's software and Hardware products.

B. Reseller desires to obtain the right to act as an independent reseller of the Products, with the non-exclusive right to market, promote and resell the Products.

1. DEFINITIONS

In this Agreement,

1.1 "Confidential Information" means any proprietary data or information developed or acquired by UCView and pertaining to UCView, its affiliates, or the Software, or any of these in any combination, which could reasonably be considered as confidential or the unauthorized

disclosure or use of which could be harmful to the interests of UCView or its affiliates and, particularly including, without limitation, all information including ideas, concepts, technology, records, data, knowhow, plans, business plans, programs, algorithms, software (including source code, object code, and related documentation), logos, products, names of products and services, slogans, graphics, sketches, representations, layouts, formulas, systems, methods, processes, technologies, inventions, literary, musical or other works, the names, contact information, qualifications, and requirements of suppliers, employees, and users, as well as other technical and commercial information, whether patentable or not, whether copyrightable or not and whatever the form they may take (including digital, analog, or hard copy form), including, without limitation, files, e-mails, lists, drawings, models, prototypes, disks, diskettes, compact discs, tapes, other documents, or similar objects.

1.2 "Software" means individually each, and collectively all, of the computer programs or modules provided by UCView or its authorized affiliate under this Agreement as identified in the preamble hereto and including, as to each program or module, the processes and routines used in the processing of data, the source code and object code, disks or other media, documentation as existing as of the date hereof; and the meaning of "Software" shall also include maintenance, modifications, updates, enhancements, releases to, and versions of the Software as made generally available by UCView from time to time, at its sole discretion, during the term of this Agreement; and the meaning of Software excludes any and all current or future intellectual property rights existing or embodied in or represented by the Software.

2. UCVIEWANDRESELLERAGREESASFOLLOWS:

2.1 APPOINTMENT AS RESELLER. If approved by UCView Media, on the terms and subject to the conditions set forth herein, UCView appoints Reseller as an independent, non-exclusive authorized Reseller of the Products in the approved price list and geographic area identified in the *reseller application* hereto ("Market" and "Approved price structure"), and Reseller hereby accepts such appointment. Reseller may advertise, promote, and resell the Products to End User within the Market. For purposes of this Agreement, the term "End User" means a person or entity that desires to acquire the Products for its own use, rather than for resale or distribution. All rights not specifically granted by UCView hereunder are reserved by UCView Media.

2.2 Without limiting the generality of the foregoing, UCView reserves the right to advertise, promote, market, and distribute the Products, and to appoint third parties to advertise, promote, market, and distribute the Products, worldwide, including in the Market. Further, UCView reserves the right, in its sole discretion, at any time and from time to time, to modify any or all the Products, or to discontinue the publication, distribution, sale or licensing of any or all the Products without liability of any kind.

3. RESELLER RESPONSIBILITIES

3.1 Reseller shall exert best efforts to market UCView products, and shall use all promotional materials supplied by UCView Media. It is Reseller's responsibility to help its customers determine which UCView products and services would best serve their needs.

3.2 Reseller has no authority to make any commitment on behalf of UCView with respect to quantities, delivery, modifications, interfacing capability, suitability of software or suitability in specifications. Reseller has no authority to modify the warranty offered with UCView products and services. Reseller will indemnify UCView from liability for any modified warranty or other commitment by Reseller not specifically authorized by UCView.

3.3 Reseller will not represent itself in any way that implies Reseller is an agent or branch of UCView. Reseller will immediately change or discontinue any representation or business practice found to be misleading or deceptive by UCView immediately upon notice from UCView.

3.4 Reseller shall make no warranty regarding any Software and shall indemnify, defend, and hold UCView and its affiliates harmless from any claims or liability to which it is exposed as a result of Reseller's making any warranty in excess of that affirmatively made by UCView.

3.5 Reseller shall have the obligation to advise UCView of the existence of any warranty claim or any defect as soon as possible after same is brought to its attention and to provide to UCView, without additional charge, with all useful information and explanations relating to same.

4. RESPONSIBILITIES OF THE PARTIES AS TO WARRANTIES AND CLAIMS

4.1 UCView agrees to use commercially reasonable efforts to operate and maintain online application software used by display owners or operators to distribute and display various "Materials," i.e., any digital video, sound, music, and text, including any digital advertising and/or informational content displayable on any Digital Sign. Nothing in this Agreement shall be interpreted as an undertaking on the part of UCView to provide Internet access or telecommunication lines or infrastructure.

4.2 UCView shall make commercially reasonable efforts to maintain redundant Infrastructure and internet connection for its hosting services.

4.3 Training. UCView can provide standard user training to Reseller in accordance with UCView then-current training offerings for training fees or through self service videos available online. Reseller must complete the standard user training or online self-service training before Reseller may have access to UCView service and support

4.4 Reseller shall make no warranty regarding any Software and shall indemnify, defend, and hold UCView and its affiliates from any claims or liability to which it is exposed as a result of Reseller's making any warranty in excess of that affirmatively made by UCView.

5. AVAILABILITY OF SERVICES; INTERRUPTION

5.1 The Services are available to the Digital Signage display when they are connected to UCView server. The Reseller acknowledges and agrees that the Services are subject to transmission limitations or interruptions, as well as interruptions resulting from any nonpayment of charges by the Reseller. UCView shall not be responsible for delays nor failures of performance resulting from acts beyond the reasonable control of such party, including, but not limited to, acts of God, strikes, walkouts, riots, acts of terrorism, acts of war, epidemics, failure of Internet carriers or other telecommunication carriers to perform, governmental regulations, power failure(s), earthquakes, or other disasters.

5.2 The Reseller agrees not to use the Services for any unlawful or abusive purpose, or in any way that damages UCView property or interferes with or disrupts the Software, the Services or UCView network or any carriers' networks or systems. The Reseller shall not knowingly or unknowingly submit to UCView any Materials (including pictures, images, or any other content) including any of the following:

- (a) any material which violates or infringes any copyright, trademark, trade secret, patent, statutory, common law, or other proprietary rights of others.
- (b) any material that is libelous or slanderous; or
- (c) any material which is or contains anything obscene or illegal in the jurisdiction in which the signs are located. Due to the public nature of UCView Media's network, all Materials submitted by the Reseller for the purposes hereof shall be considered publicly accessible. Reseller understands and acknowledges that UCView DOES NOT REVIEW IN ADVANCE the Materials submitted to UCView Media. The inclusion of any Materials in UCView's Services does not create any express or implied approval by UCView of such materials, nor does it indicate that such Materials complies with the terms of this Agreement.

6. CONSIDERATION ORDERS AND DELIVERY

6.1 Reseller acknowledges that UCView has the right, at any time and from time to time, to modify any or all the Prices by providing notice of such modified Prices to Reseller. UCView shall ship Products upon acceptance of Reseller's written order and Reseller's payment in full for the Products. Reseller shall pay for the Products in U.S. dollars in immediately available funds using a Visa, MasterCard, or American Express Credit Card, or by wire transfer, or in such other manner as UCView may approve. Orders shall be shipped F.O.B. UCView Media's warehouse. Except as otherwise mutually agreed in writing, Reseller shall be responsible for all costs associated with its performance of this Agreement. All freight, insurance, duty, and taxes applicable to Reseller's purchase and sale of Products shall be paid by Reseller. Reseller will indemnify and hold UCView harmless from any obligation to pay any governmental entity any employer statutory taxes, withholding taxes, social security taxes or other taxes, levies, or duties in connection with Reseller's performance under this Agreement, and from any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs of litigation) arising out of or resulting there from.

7. MARKETING AND PROMOTION OF PRODUCTS

7.1 Promotion. Reseller shall use its best efforts to market and promote Products to Reseller in the Market, including by:

- (a) attendance by Reseller at trade shows at which Reseller promotes the Products,
- (b) listing the Products in Reseller's product lists and Reseller's other marketing materials,
- (c) advertising the Products in trade journals, magazines, and other appropriate publications, and
- (d) at UCView request, translating and distributing UCView press releases and other publicity and sales materials in the Market.

7.2 Marketing Practices. Reseller will at all times perform hereunder in a professional manner and in accordance with this Agreement and any guidelines issued by UCView. Reseller will:

- (a) conduct business in a manner that always reflects favorably on the Products and the good name, goodwill, and reputation of UCView.

(b) avoid deceptive, misleading, or unethical practices that are or might be detrimental to UCView, the Products or the public, including but not limited to disparagement of UCView or the Products.

(c) make no false or misleading representation with respect to UCView or the Products; and

(d) make no representations with respect to UCView or the Products that are inconsistent with UCView end user license agreement for the Products, promotional materials and other literature distributed by UCView, including all liability limitations and disclaimers contained in such materials.

7.3 Promotional Materials. Reseller consents to the listing of its business name, address, phone number and web site addresses in such UCView advertising and promotional materials as UCView may determine in its sole discretion, including product literature and UCView Media's web sites. During the term of this Agreement, UCView may provide to Reseller promotional materials with respect to Products. Reseller may not use the promotional materials for any purpose other than advertising and promoting the Products to End Users in the Market. Notwithstanding anything to the contrary herein, Reseller may not distribute any Reseller-created promotional materials with respect to UCView or the Products without UCView prior written approval of such materials.

7.4 Permits, Licenses and Compliance with Laws. Reseller will, at its sole cost and expense, obtain all permits and licenses necessary in connection with its performance of this Agreement, and will comply with all applicable laws, rules, and regulations in the performance of this Agreement. Without limiting the generality of the foregoing, Reseller will comply with all applicable export laws. Without limiting the foregoing, Reseller agrees that it will not knowingly export or re-export any Products to Country Group Q, S, W, Y, or Z, Afghanistan, or the People's Republic of China unless prior export license or authorization is obtained from the United States Department of Commerce, if so, required by U.S. export laws or regulations.

7.5 Privacy/Data Collection. Reseller will always during the term of this Agreement maintain appropriate technical and organizational measures to protect any End User data that it collects, accesses or processes in connection with this Agreement against unauthorized or unlawful use, disclosure, processing, or alteration. Reseller will act only on UCView instructions in relation to the collection, use, disclosure, and processing of any such End User data, but in all instances in accordance with all applicable laws, rules, and regulations.

8. RESALE OF PRODUCTS

8.1 UCView shall provide copies of its end user license agreements to Reseller. Reseller shall promptly review such agreements and advise UCView as to what revisions, if any, should be made to the end user license agreements for resale in the Market to ensure that the agreements comply with requirements of local law in the Market, and that UCView has protection concerning proprietary rights, warranty disclaimers and limitations of liability under such local law that are as least as stringent as the protection provided by U.S. federal law and the laws of the State of California. Reseller may charge customers for Products at prices determined in Reseller's sole discretion. Reseller may distribute Products solely by sale of Packages. For purposes of this Agreement, a "Package" means physical or electronic media containing a particular Product, related user documentation, and UCView end user license agreement as it may be modified by UCView for use in the Market. The relationship between the End User and UCView shall be as specified in the applicable UCView end user license agreement. Notwithstanding the foregoing, as between UCView and Reseller, Reseller shall be

solely responsible for providing customer support to End Users in the Market. Reseller will notify UCView immediately in the event that it is unable to respond effectively to any End User request.

9. OWNERSHIP

9.1 As between UCView and Reseller, all right, title and interest in and to the Products and associated UCView promotional materials and documentation, including without limitation all copyrights, patent rights, trademark and service mark rights, trade secret rights and other intellectual property rights are and will remain the property of UCView, and such items may only be used by Reseller as expressly permitted hereunder. Reseller shall not remove, alter, or otherwise modify any copyright, trademark or other notices of proprietary interest contained in the Products, UCView promotional materials and/or documentation.

10. CONFIDENTIAL INFORMATION

10.1 "Confidential Information" Defined.

"Confidential Information" includes:

- (a) the Products.
- (b) any personally identifiable data or information regarding any End User.
- (c) any and all information disclosed by UCView to Reseller, in whatever format, that is either identified as or would reasonably be understood to be confidential and/or proprietary.
- (d) any notes, extracts, analyses, or materials prepared by Reseller which are copies of or derivative works of Confidential Information or from which Confidential Information can be inferred or otherwise understood; and
- (e) the terms and conditions of this Agreement. "Confidential Information" does not include information received from UCView that Reseller can clearly establish by written evidence:
 - (X) is or becomes known to Reseller from a third party without an obligation to maintain its confidentiality.
 - (y) is or becomes generally known to the public through no act or omission of Reseller; or
 - (Z) is independently developed by Reseller without the use of Confidential Information.

10.2 Reseller's Obligations. Reseller will make no use of Confidential Information for any purpose except as expressly authorized by this Agreement. Except as expressly provided in this Agreement, Reseller will not disclose Confidential Information to any third party and will protect and treat all Confidential Information with the same degree of care as it uses to protect

its own confidential information of like importance, but in no event with less than reasonable care. Except as expressly provided in this Agreement, Reseller will not use, make, or have made any copies of Confidential Information, in whole or in part, without the prior written authorization of UCView. In the event that Reseller is required to disclose Confidential Information pursuant to law, Reseller will notify UCView of the required disclosure with sufficient time for UCView to seek relief, will cooperate with UCView in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure.

11. DISCLAIMER OF WARRANTIES

EXCEPT FOR THE EXPRESS WARRANTIES, IF ANY, MADE TO THE END USER IN THE APPLICABLE UCVIEW END USER LICENSE AGREEMENT, UCVIEW MAKES NO OTHER WARRANTIES RELATING TO THE PRODUCTS, EXPRESS OR IMPLIED. UCVIEW DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NON-INFRINGEMENT. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE PRODUCTS OR THE MEDIA ON WHICH PRODUCTS ARE SUPPLIED. RESELLER WILL MAKE NO WARRANTY, EXPRESS OR IMPLIED, ON BEHALF OF UCVIEW.

12. LIMITATION OF LIABILITY

UCVIEW MEDIA'S AGGREGATE LIABILITY TO RESELLER UNDER THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT, IS LIMITED TO THE PRICE PAID BY RESELLER FOR THE COPY OF THE PRODUCT WHICH GIVES RISE TO THE CLAIM. IN NO EVENT WILL UCVIEW BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF UCVIEW HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

13. INDEMNIFICATION BY RESELLER

13.1 Reseller will indemnify, defend, and hold harmless UCView from and against any and all claims, damages and expenses (including reasonable attorneys' fees and costs of litigation) by any third party resulting from any acts or omissions of Reseller relating to its activities in connection with this Agreement, Reseller's breach of this Agreement, or Reseller's misrepresentations relating to UCView, the Products or this Agreement, regardless of the form of action. Reseller will be solely responsible for any claims, warranties or representations made by Reseller or Reseller's representatives or agents which differ from the warranties provided by UCView in the applicable end user license agreement.

14. UCVIEW SUPPORT

14.1 UCView shall offer Reseller technical training for the Products from time to time upon reasonable request from Reseller at UCView then-current charges for such training. All training will be at UCView offices unless UCView, in its sole discretion, agrees to offer training at another location. Reseller shall pay all travel, food, lodging, and other costs incurred by its personnel or by UCView in connection with such training.

15. UCVIEW TRADEMARKS

15.1 "UCView Trademarks" means all names, marks, logos, designs, trade dress and other brand designations used by UCView in connection with its products and services. In performing its obligations hereunder, Reseller may refer to the Products by the associated UCView Trademarks, provided that such reference is not misleading and complies with any guidelines issued by UCView. Reseller is granted no right, title or license to, or interest in, any UCView Trademarks. Reseller acknowledges and agrees that any use of the UCView Trademarks by Reseller will inure to the sole benefit of UCView. If Reseller acquires any rights in any UCView Trademarks by operation of law or otherwise, it will immediately, at no cost or expense to UCView, assign such rights to UCView along with all associated goodwill.

16. RELATIONSHIP OF PARTIES.

16.1 This Agreement does not constitute either party the agent of the other, or create a partnership, joint venture or similar relationship between the parties, and neither party will have the power to obligate the other in any manner whatsoever. Reseller acknowledges and agrees that its relationship with UCView is that of an independent contractor, and Reseller will not act in a manner that expresses or implies a relationship other than that of an independent contractor. UCView and Reseller acknowledge and agree that:

- (a) Reseller is permitted to promote and sell products and services of companies other than UCView;
- (b) Reseller is not required to promote UCView products or services exclusively; and
- (c) Reseller's decision to devote all or some of its business efforts to the products or services of any particular company is solely in the discretion of Reseller.

17. TERM AND TERMINATION

17.1 Term. This Agreement shall be effective for a term of one year from the Effective Date. It shall be automatically extended for further one-year terms unless either party gives written notice to the other at least 60 days before the expiration of the initial or any renewal term of the party's intent not to renew.

17.2 Termination. Notwithstanding anything in this Agreement that may be interpreted to the contrary, UCView may terminate this Agreement without cause and without liability upon 30 days' prior written notice to Reseller. Either party may terminate this Agreement for any material breach of the Agreement that is not cured to the non-breaching party's satisfaction within 10 days of written notice that specifies the breach.

17.3 Effect of Termination. Upon termination of this Agreement, Reseller will cease all advertising, marketing and resale of the Products. Termination of this Agreement will not effect either party's rights or obligations with respect to Products distributed by Reseller prior to the effective date of the termination.

17.4 No Liability for Termination. Neither party will be liable for any damages arising out of the termination of this Agreement in accordance with this Section 14. Reseller acknowledges and agrees that UCView is not responsible for Reseller's dependence on revenues hereunder, and Reseller agrees to release, hold harmless and indemnify UCView from any and all claims and liabilities relating to Reseller's revenues, financial forecasts or economic value that may result from any termination by UCView of this Agreement as permitted hereunder.

17.5 Survival. Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature should survive will remain in effect after termination or expiration of this Agreement.

18. ASSIGNMENT

Neither this Agreement nor any rights or obligations of Reseller hereunder shall be assignable or transferable by Reseller, in whole or in part, by operation of law or otherwise, without the prior written consent of UCView. Any attempted assignment, subcontract or other transfer of this Agreement or any of Reseller's rights or obligations here under will be void *ab initio* and will be considered a material breach of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

19. NOTICES

Any notices or other communications required or permitted hereunder shall be in writing and personally delivered at the principal business addresses designated at the beginning of this Agreement, or mailed by registered or certified mail, return receipt requested, postage prepaid, at the address set forth above, or to such other address or addresses as may be hereafter furnished by one party to the other party in compliance with the terms hereof. Notwithstanding the foregoing, UCView may give notice of changes in Prices, Product descriptions, order procedures, delivery procedures and other routine events and procedures by way of printed materials or newsletter.

20. FORCE MAJEURE

UCView shall not be liable for failure or delay in performance of any of its obligations hereunder if such delay or failure to perform is caused by circumstances beyond its control. Reseller shall be required to accept any delayed shipment or delivery made within a reasonable time.

21. GOVERNING LAWS; ATTORNEYS' FEES

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, U.S.A. The parties agree that any legal action or proceeding with respect to this Agreement may be initiated only in the federal or state courts located in the State of California. By execution and delivery of this Agreement, the parties submit to and accept with regard to any such action or proceeding the exclusive jurisdiction of such courts. If any legal action or proceeding is initiated, the prevailing party shall be entitled to all attorney fees, court costs, and expenses in addition to any other relief to which such prevailing party may be entitled.

22. EQUITABLE RELIEF

Reseller acknowledges that any breach or threatened breach of this Agreement involving an unauthorized use of Confidential Information or UCView intellectual property will result in irreparable harm to UCView for which damages would not be an adequate remedy, and therefore, in addition to its rights and remedies otherwise available at law, UCView will be entitled to seek injunctive or other equitable relief, as appropriate, and Reseller hereby waives the right to require UCView to post a bond. If UCView seeks injunctive or other equitable relief

in the event of a breach or threatened breach of this Agreement by Reseller involving an unauthorized use of Confidential Information or UCView intellectual property, Reseller agrees that it will not allege in any such proceeding that UCView Media's remedy at law is adequate. If UCView seeks any equitable remedies, it will not be precluded or prevented from seeking remedies at law, nor will UCView be deemed to have made an election of remedies.

23. ENTIRE AGREEMENT;WAIVER.

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and terminates all other prior commitments, arrangements, or understandings, both oral and written, between the parties with respect thereto. This Agreement may not be modified or amended except by an instrument in writing executed by each of the parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party, their agents or employees, but may be waived only by an instrument in writing signed by an officer of the waiving party. No waiver of any provision of this Agreement on one occasion shall constitute a waiver of any other provision or of the same provision on another occasion.

