

Event Technology License Agreement

This Agreement is by and between Bits on the Wire, Inc. (“PROVIDER”) and the Company and event partner outlined in the proposal.

*This agreement is always posted at:
<http://www.vconferenceonline.com/masterservicesagreement.pdf> and subject to change and update without notice.*

1. Agreement

PROVIDER agrees to license to and deliver to Company, and Company agrees to purchase and pay for the license rights and services specified and quoted herein. This agreement may include one or more Attachments/Addendums, hereafter collectively referred to as the “Agreement”.

2. Agreement Term and Elements

Incorporated herein by this reference, is the final, signed and approved by Company, proposal.

PROVIDER provides Company a Software License and Technology License, Implementation, Event processing, Audio and Video In-Studio Production, Editing, Post Production, Web features, Hosting as defined herein.

PROVIDER will not provide any services other than those contracted for, unless Company provides approval in writing and agrees to pay for additional charges as quoted and as outlined in this Agreement.

Application License Agreement

1. License Rights Granted

Subject to the terms of this Agreement and during the Contract term of this Agreement, PROVIDER hereby grants to Company a worldwide license to access and use the PROVIDER online event application code on PROVIDER’s platform and from PROVIDER servers, access to the online event applications and the delivered and enabled aggregate of connectivity features and functions of online events (“Application”); for Company’s internal use to schedule and produce an unlimited number of live events (“Events”) subject to payment of Event Fees as defined in this Agreement.

This is a hosted service provided by PROVIDER to Company. As such, all technology required for the broadcast and provision of the Events is provided by PROVIDER on their systems, or with software provided by PROVIDER in the case of session recording processes. Attendees provide computers, connectivity, any necessary drivers, and bandwidth to access the event.

As defined herein, the term License shall mean “to access and have access for use as contemplated hereunder”. PROVIDER retains the exclusive ownership and intellectual property rights to the Application and Events that are produced pursuant to its use.

PROVIDER shall support the Application and provide Company with maintenance support and periodic upgrades as they are made available, as it deems proper and needed in PROVIDER’s sole discretion.

2. Breach and Termination of License Rights

With respect to the Licensing of the Application, in the event of any breach of any term or provision under this Agreement by Company, PROVIDER shall send a written notice explaining the nature of such breach to Company. If such breach is not cured within thirty (30) days after the giving of such notice, PROVIDER may terminate this Agreement upon written notice to the Company and the remaining unbilled and unpaid balance of the Total Contract Price shall be immediately due and payable by Company to PROVIDER.

In the event of any breach by PROVIDER, except as allowed under “Representations and Warranties,” Company shall send a written notice explaining the nature of such breach to PROVIDER. If such breach is not cured within thirty (30) days after the giving of such notice, and remedies outlined under “Representations and Warranties” do not apply, PROVIDER shall cancel this agreement and any balance owed by Company shall be cancelled.

Should this Agreement terminate, all access shall terminate and all software plus related materials provided by PROVIDER to Company shall be returned to PROVIDER upon PROVIDER’s request and all fees from Licensee due under this Agreement shall be immediately due and payable.

3. Ownership and Restrictions

The Application is licensed for the exclusive use of the Company and Company is specifically prohibited from (i) using the Application for the benefit of third parties; (ii) making the Application available in any manner to a third party for the benefit of such third party; (iii) using the Application for resale or compensation and (iv) using the Application for any non-Company-specific commercial purposes, unless so specifically authorized in writing by PROVIDER. Company shall not modify, copy, duplicate, reverse-engineer, de-compile, reproduce, license or sublicense the Application, or transfer or convey the Application or any right in Application to anyone else.

Company shall not modify or remove PROVIDER’s Application branding or any notice of PROVIDER’s proprietary rights in the Application.

PROVIDER’s Application and methods of delivery of Events are deemed confidential information and Company shall protect such information and not disclose or otherwise transfer said information to any third party without obtaining written consent of PROVIDER. Both parties agree to treat all Confidential Information as confidential information of the other party, both during and for a period of 2 years after the term of this Agreement. “Confidential Information” means all information and material to which each party (“a receiving party”) has access in connection with services provided hereunder including, but not limited to any material or information that is either marked as confidential or is disclosed by the other party (“a providing party”) under circumstances that one would reasonably expect it to be confidential. Both parties agree to use the Confidential Information received under this Agreement solely for the purposes of providing services under this Agreement.

Any materials, including presentations, handouts, brochures, white papers, etc., or any contact information for attendees and vendors, submitted to the PROVIDER for the event, shall not be used by the PROVIDER for any other purpose without the written permission of the material owner.

4. No Archive Services

PROVIDER does not provide archive and storage services as part of this Agreement. All video files and all other event assets are subject to deletion at the sole discretion of Provider after 30 days has elapsed from the completion of the contracted on-demand period. If available from Provider at their discretion, archives of video files and other materials may be requested, at an additional charge, by Company by contacting Provider for pricing and availability details. Under no circumstances does PROVIDER incur

any liability for providing archive or backup services of any sort for assets provided for any given event or project.

Terms of Service

THE ACCEPTANCE OF THIS AGREEMENT ENTERED INTO BY AND BETWEEN PROVIDER AND "COMPANY" IS MADE CONDITIONAL ON COMPANY'S ASSENT TO THE TERMS SET FORTH HEREIN. PROVIDER and Company hereby agree as follows:

Acting as an independent contractor, PROVIDER shall hereunder grant Company access for the use of the Application and production support to Company of the Events (collectively the "Services") set forth in this Event Technology License and Services Agreement attached hereto and incorporated herein by reference. The Parties acknowledge and agree that the Specification may consist of one or more separate documents respecting, for example and without limitation, the design and functionality of particular services and/or portions thereof.

1. FEES and PAYMENT SCHEDULE, RESCHEDULING

PROVIDER'S Fees for performing the Services shall be set forth in the Agreement and shall be paid by Company in accordance therewith. Overdue Fees shall be subject to a one and one half percent (1.5%) per month finance charge plus any related collection and legal costs actually incurred by PROVIDER. Fees shall be paid in U.S. dollars, and are not subject to local, state and federal taxes. PROVIDER reserves the right to discontinue service in the event of non-payment past 30 days from due date.

For "single" or "one-off" events...

Payment schedules for events are outlined in the event proposal. If events are rescheduled, the existing event contract shall be valid for a period of 18 months from the date of the original contract signing. All fees paid shall be forfeited if the event is not held during that time period. If events are rescheduled, the first payment is due as scheduled when the agreement is initially signed. The second payment is due no later than that specified for payment 2 in the original Agreement, or 30 days after the event was originally scheduled, whichever is sooner. The final payment shall be due as indicated in the agreement, typically relative to the event date.

For events with a cost of less than \$15,000, full payment is due on booking the event. For events in excess of \$15,000, a \$15,000 or 50% non-refundable deposit (whichever is greater) is required to reserve dates and kick off the projects. Additional non-refundable payment milestones are 50% of the remaining balance is due 15 days prior to the date of the event, and the balance due 15 days after completion of the "live" date of the event.

There is no fee or penalty for rescheduling events within the parameters outlined here. In the event of a cancellation of an event, deposits paid are available to be applied against a future event within a one-year timeframe from the original proposal signing. No refunds will be issued for events cancelled at the customer's request.

For subscriptions...

The initial subscription payment is due to PROVIDER prior to beginning work. Payment is completed via credit card and will be charged thereafter monthly on or shortly after (allowing for weekends and holidays) the same day of the month – the "Monthly Renewal Date" if the subscription is monthly. In payment is not received in a timely manner, access to PROVIDER services, including events, on-demand materials and all other items may be suspended and work on events may be suspended. Failure to submit appropriate agreed to payments does not relieve responsibility to provide agreed-to payments and may result in suspension of the account and/or the requirement to pay the balance due on the subscription term to maintain service availability. Monthly subscriptions run in sequential, contiguous months, and concurrent with service

availability. Unless otherwise noted in writing, monthly subscriptions have a term of one (1) year, and subsequent renewal terms of one (1) year per renewal.

For semi-annual subscriptions...

Payment is due to PROVIDER prior to beginning work.

For consulting and design services...

Invoices will be issued on a monthly basis and are due Net 15 from issuance of invoice.

2. ACCEPTANCE/CHANGES

In the event that, in PROVIDER's reasonable opinion, Company requests a change in the Services and such change: (i) materially varies from the then existing Services; or (ii) would require PROVIDER to expend unanticipated, extraordinary resources; then PROVIDER may, in its sole discretion, elect to deliver to Company a revised agreement reflecting PROVIDER's estimate of the additional Fees and/or schedule changes, if any that will apply to PROVIDER's implementation of such changes to the original Services. Nothing in this paragraph shall waive or relieve Company's obligation to pay PROVIDER the total fees of this Agreement.

3. PUBLICITY & LINKS

Company permits PROVIDER to display minor PROVIDER branding on the interface pages to which PROVIDER is delivering content. With the prior written permission of Company, which shall not be unreasonably withheld, PROVIDER shall be permitted to use the Company name and brief excerpts of the multimedia content to reproduce examples of work both on-line and through CD-ROMS or other fixed media. PROVIDER may, at its sole discretion, maintain in its archive, for a length of time at PROVIDER's sole discretion, beyond the term of this Agreement, unaltered copies of the multimedia content produced for the Company pursuant to the Services.

4. OWNERSHIP, LICENSES & RELATED RIGHTS.

All images and content delivered to Company by PROVIDER that are based on or derived from materials originally provided to PROVIDER by Company shall be deemed "works made for hire" from PROVIDER to Company pursuant to applicable law, and shall be and remain the sole property of Company. All other materials, tools and technology owned or created by PROVIDER, and all intellectual property rights therein and thereto, shall be and remain the sole property of PROVIDER, who hereby grants to Company the nonexclusive right and license to use any such materials delivered to Company by PROVIDER hereunder solely for the purposes contemplated hereby. Neither Party may modify any of the other Party's property (including without limitation trademarks and banners) in any way. Company may not export or re-export any materials delivered hereunder without first obtaining applicable permissions and licenses from the U.S. Government.

5. REPRESENTATION AND WARRANTIES

To the maximum extent permitted by applicable law, PROVIDER hereby disclaims all warranties, including without limitation all implied warranties of merchantability, or fitness for a particular purpose. The entire risk arising out of Company's use or performance of each deliverable is, and remains with Company. While PROVIDER warrants that the Application will perform and substantially operate as described herein, PROVIDER specifically disclaims any warranty (a) that the service will be uninterrupted or error-free to the extent that such service conditions are within its immediate and reasonable control, (b) that defects beyond its immediate and reasonable control will be corrected, (c) that there are no viruses or other harmful components, although PROVIDER will make significant and reasonable efforts to ensure a virus-free product, (d) that the security methods employed will be sufficient, or (e) regarding correctness, accuracy, or reliability. Applicable law may not allow the exclusion of implied warranties so that the above exclusion may not apply to Company.

PROVIDER makes no representations whatsoever about any other web site that may be accessed through the Service. In addition, a link to a non-PROVIDER web site does not mean that PROVIDER endorses or accepts any responsibility for the content or the use of such web site. PROVIDER shall have

no liability for unauthorized access to or alteration, theft, or destruction of any web site of Company or Company's customer data files or systems or programs through accident, fraudulent means or devices. PROVIDER assumes no liability for any viruses or similar potentially destructive software elements that are attached to or embedded in any Company-provided slides or incidental files that are downloaded to an end user's computer via the webcast interface and Company holds PROVIDER harmless from any liability and third party claim arising from the downloads of such slides and files.

While PROVIDER will do everything possible to assure a successful event, there may be cases where an event is unable to be provided as planned. In the event that PROVIDER is unable to provide the event as planned for a technical reason in, or beyond their control, the following remedies will be applied:

- A new date for the event will be selected as mutually agreed
- Email notification will be sent to registrants of the new date
- An extension of 2x the normal on-demand period will be applied to the event
- If the original event was a virtual conference, 2 free webcasts to be used as Company deems needed will be provided during the next 12 months free of charge
- If the original event was a webinar/webcast, 1 additional free webcast will be provided to be used as Company desires during the next 12 months, free of charge.

It should be noted that this applies to catastrophic failure of the event – the inability of participants to take part in the event, on the whole. For all events, there will typically be some access issues (issues of compatibility, connectivity, end-user bandwidth, system performance or other factors outside the control of PROVIDER) for a small percentage of attendees. These are to be expected and will be worked through with the attendee as best as possible via customer support and do not constitute an inability to provide the event.

In cases of a catastrophic failure of the platform, a brief summary of the cause, and steps taken to address the issue, will be provided to Company as soon as PROVIDER is able to determine that root cause and response elements.

PROVIDER shall not incur any liability, nor provide a guarantee of any kind for any third-party services that may be offered as interfaces or tools or supplemental functionality for PROVIDER's systems. This includes payment gateways, marketing applications, CRMs and any other application that may be supported with gateway or other technologies. PROVIDER shall provide it's best efforts to support these external resources, however testing, certification for use, ongoing reporting and auditing and any responsibility for any issues found are the responsibility of Company and PROVIDER shall incur no liability or expectation of correction should issues arise.

PROVIDER reserves the right to support or not support any such external resource at its sole discretion. Such support may be withdrawn at PROVIDER's sole discretion at any time.

6. INDEMNIFICATION

Company and PROVIDER shall defend, indemnify, and hold the other party harmless from all claims, suits, damages, judgments (including without limitation reasonable attorney's fees and court costs) paid or incurred by either party in the defense of any third party claim arising out of, resulting from or in connection with (a) the Company's or PROVIDER's failure to perform or comply with any of its covenants, obligations, representations, or warranties hereunder; (b) the infringement of a copyright, patent or misappropriation of a trade secret by Company or PROVIDER relating to the images and/or content that Company delivers to PROVIDER or the PROVIDER delivers to the Company or otherwise makes available to themselves or third parties in connection with the receipt of the Services and/or (c) any claims regarding the performance of the Services made by any of Company's users' who obtain access or otherwise seek to obtain access to the Services.

Company's indemnification obligations hereunder shall be subject to: (a) Company receiving prompt written notice from PROVIDER of the existence of any claim; (b) Company being able to, at its sole option, control the defense of such claim; (c) Company receiving full cooperation of PROVIDER in the defense thereof, at Company's expense; and (d) PROVIDER not entering into any settlement or compromise of any such claim without Company's express written permission.

PROVIDER's indemnification obligations hereunder shall be subject to: (a) PROVIDER receiving prompt written notice from Company of the existence of any claim; (b) PROVIDER being able to, at its sole option, control the defense of such claim; (c) PROVIDER receiving full cooperation of Company in the defense thereof, at PROVIDER's expense; and (d) Company not entering into any settlement or compromise of any such claim without PROVIDER's express written permission.

Company and PROVIDER do not expressly waive their right to seek injunctive or equitable relief against the other. The rights and remedies granted to PROVIDER and Company hereunder are cumulative. If PROVIDER or Company brings an action against the other, the prevailing party shall be entitled to recover its costs and expenses incurred in connection with such action and all appeals thereof (including without limitation reasonable attorney's fees and reasonable court costs) limited to the aggregate amount of fees actually paid by Company to PROVIDER pursuant hereto.

7. LIMITATION OF LIABILITY

In no event, shall PROVIDER be liable to Company for any indirect, punitive, special, consequential, incidental, exemplary or other similar damages arising hereunder or related hereto in any causes of action of any kind out of the use of or inability to use any product or service provided hereunder or otherwise relating to this agreement (including, without limitation, damages for loss of business profits, business interruption, loss of business information or any other pecuniary loss), even if such party has been advised of the possibility of such damages. Either party's total liability to the other for any reason shall be limited to the aggregate amount of fees actually paid by Company to PROVIDER pursuant hereto.

PROVIDER does not consider or accept solicited or unsolicited proposals or ideas, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("Unsolicited Feedback"). If you send any Unsolicited Feedback to PROVIDER, you acknowledge and agree that PROVIDER shall not be under any obligation of confidentiality with respect to the Unsolicited Feedback. Further, any such items become the property of PROVIDER and shall be used, modified or discarded without expectation of compensation or recognition of any kind to those providing the feedback.

Any ideas, concepts, proposals including without limitation ideas for new products, suggestions, modifications to the service (paid or unpaid by Company), additions to the service (paid or unpaid by Company), technologies, promotions, product names, feedback, improvements ("Feedback") become the property of PROVIDER to be used at their sole discretion without expectation of compensation or recognition of any kind to those providing the feedback.

8. FORCE MAJEURE

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, acts of terrorism, governmental action, labor conditions, temporary and intermittent interruptions and/or slowdowns in third party telecommunications or Internet services or network provider services, earthquakes, or any other cause which is beyond the reasonable control of such party.

9. CONFIDENTIALITY

PROVIDER's tools and methods of delivery of Events are deemed confidential information and Company shall protect such information and not disclose or otherwise transfer said information to any third party without obtaining written consent of PROVIDER.

Additionally, each party may receive information from the other party during the course of this Agreement that is deemed and marked as confidential by the other party. Both parties agree to treat the other party's information marked as and identified as confidential as Confidential Information of the other party, both during and for a period of 2 years after the term of this Agreement.

"Confidential Information" means all information and material to which each party ("a receiving party") has access in connection with services provided hereunder including, but not limited to any material or information that is either marked as confidential or is disclosed by the other party ("a providing party") under circumstances that one would reasonably expect it to be confidential. Both parties agree to use the Confidential Information received under this Agreement solely for the purposes of providing services under this Agreement.

10. GENERAL PROVISIONS

a. The sole relationship between PROVIDER and Company shall be that of independent contractors with no rights of partnership, agency, or representation. With the exception of any applicable revenue-sharing agreement outlined herein, nothing express or implied herein shall confer upon any third party any rights, remedies, obligations, or liabilities. This Attachment (together with the Specification) constitutes the complete agreement between PROVIDER and Company with respect to the subject matter hereof and supersedes all prior understandings, communications, and agreements between them, written or oral, regarding such subject matter.

b. This Attachment shall not be modified, nor shall any provision hereof be waived or amended, except by a written amendment duly executed by PROVIDER and Company. A waiver of any provision hereof with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events. If any provision hereof as applied to any particular facts or circumstances shall be held to be invalid or unenforceable, then (i) without further action by PROVIDER and Company, such provision shall be reformed to the extent necessary to make such provision as applied to any other facts or circumstances, and (ii) the validity and enforceability of such provision as applied to any other facts or circumstances, and the validity and enforceability of the other provisions hereof, shall in no way be affected or impaired thereby.

c. This Agreement shall be construed in accordance with the laws of the State of Arizona applicable to contracts entered into and wholly to be performed therein, without regard to that body of law relating to conflict of laws.

d. Any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination or validity of this Agreement will be submitted to arbitration as prescribed herein before a single arbitrator engaged in the practice of law within thirty (30) days of receipt of a notice of intent to arbitrate conducted under the current Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator will be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration will be conducted in Tucson, Arizona, USA. The arbitrator's decision and award will be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereon. Any duty to arbitrate under this Agreement will remain in effect and enforceable after termination of this Agreement for any reason. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including reasonable attorney's fees, limited by the total fees actually paid to PROVIDER.

e. Any action or claim against either party must be asserted against the other within one (1) year from the date of the event in question.

f. Any written notices not given hereunder shall be delivered via U.S. Mail, express courier, confirmed facsimile, or confirmed email, to such locations, telephone numbers, and addresses as each of PROVIDER and Company shall notify the other from time to time.

g. This agreement shall not be assigned by either Party (except by way of merger or acquisition) without the express written consent of the other Party, which shall not be unreasonably withheld.

h. This Agreement represents the entire Agreement between the parties. No other Agreement, be it oral or written or otherwise communicated is included in this Agreement if not included herein.

i. Any conflict between terms and conditions outlined herein and the provided proposal, the terms and conditions in the proposal shall prevail.