

Terms and Conditions

These terms and conditions (these “Terms and Conditions”) constitute a part of the Trial Product Service and License Agreement (the “Agreement”) between Outernet, Inc. a Delaware Corporation (the “Company”), and the client named therein (“Client”).

12. License. The License grants the Client the right to use the Licensed Product in accordance with the Agreement during the term. Other than as set forth in the Agreement, the Company reserves all rights in the Licensed Product and does not convey any other interest in the Licensed Product to Client.
13. Data and Ownership. All data collected by the Licensed Product or the Company’s devices belong solely to Company. Company owns the media on which the Licensed Product is originally or subsequently recorded; provided, however, subject to the terms and conditions of this Agreement, Client may store and use the Licensed Product in electronic form for use solely by Client. Company retains title to the Licensed Product (both as recorded on the original media and on any subsequent media), the documentation related thereto, and any copies thereof in any form. This Agreement is a license to use, and not a contract of sale for, the Licensed Product. Company is and shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Materials, including all Intellectual Property associated with the Company. For the purposes of this Agreement:
 - (a) “Materials” means all writings, works of authorship, inventions, discoveries, developments, processes, techniques, methods, devices, technologies, ideas, concepts, research, proposals, materials, unique content, and other tangible and intangible work product of any nature whatsoever that are conceived, made, reduced to practice, invented, discovered, created, authored, modified, improved or otherwise originated by or on behalf of Company individually or jointly with Client or others (a) in the course of performing the Services or other work performed by or on behalf of Company under or in connection with the Services or this Agreement or (b) at any time during or after the expiration or termination of the Parties’ relationship hereunder.
 - (b) “Intellectual Property” means all proprietary information, patents, patent applications, trademarks, trade names, service marks, certification marks, collective marks, designs, processes, inventions, licenses, copyrights, know-how and trade secrets of either Party, including, but not limited to, such rights relating to the origin, design, manufacture, programming, operations, function, configuration, or service of the Licensed Product, together with all of the goodwill associated therewith, derivative works and all other rights throughout the world.
 - (c) Client agrees to execute any such documents and to do all other lawfully permitted acts as requested by Company to further the purposes of this Section 13.
14. Limitations. Client may not (a) disassemble, decompile, reverse engineer, or modify the Licensed Product; (b) examine the Licensed Product with debugging, memory inspection, or disk inspection tools; (c) rent or sublicense the Licensed Product; (d) permit use of the License Product by a person who is not an employee or agent of Client; or (e), transmit an electronic copy of the Licensed Product by any means.
15. Use. Client agrees that it will access the Services only through such Authorized Equipment. In no event will Client recalculate, redistribute, or otherwise retransmit or reroute the Services to any other equipment or display or permit the use of any information included in the Services on any other equipment or display device.
16. Changes. The Company shall have the right at any time, from time to time, to change the technical specifications of any aspect of the Licensed Product and the Services and, in such event, Client shall take all reasonable steps, at its expense, to modify, reconfigure, upgrade or replace the Client’s Equipment in order to maintain compatibility, functionality, quality, speed and convenience of the Licensed Product and the Services.
17. Client’s Installation Obligations. Client agrees to make the premises available without interruption during the Company’s normal working hours to permit the completion of Installation. Client understands that the Installation may require drilling into various parts of the premises or other interior or exterior work that may

require access to non-visible areas. Client agrees to provide the Company with electrical outlets satisfactory to the Company (3ft) for the Company's equipment, in locations designated by the Company. Any extra expense will be the Client's responsibility (extension cords, outlet installation, etc.).

18. Installation Corrections. Client must notify the Company, in writing, of any problems with the Installation within fourteen (14) days after the completion of Installation or Client will be deemed to have accepted it. Client understands and acknowledges that it is Client's responsibility to ensure that the Installation will not invalidate any existing warranty of any kind and that Company shall not be liable for the loss of any warranty coverage, for any reason.

19. Maintenance. Client shall not remove, alter, disfigure, or cover up any numbering, lettering, or insignia displayed upon the Authorized Equipment, and shall see that the Authorized Equipment is not subjected to careless, unusually or needlessly rough usage. During the Trial Period, Company may run Company's promotional content, not more than once an hour. Client shall not tamper with this content. The Company shall, at its own expense, maintain the Authorized Equipment in good repair and operative condition. In the event that Authorized Equipment is lost or damaged beyond repair, Client shall pay to the Company the replacement cost of the Authorized Equipment (i.e. If the projection film is damaged, the Client is responsible for ordering and paying for the new material). Client shall not tamper, remove, and/or alter, Company's device(s) without written consent of Company. Company may perform maintenance related tasks without prior notice in order to optimize performance. Company will make its best effort to provide notice to Client and conduct these tasks outside the Client's regular business hours.

20. Insurance. The Client shall be responsible to maintain insurance covering the Authorized Equipment with a policy limit amounting to no less than \$18,000, with losses payable to the Company against fire, damages, theft, collision, and other such risks as are appropriate and specified by the Company, and shall ensure that the Company is an additional insured thereunder. Upon request by the Company, Client shall provide proof of such insurance.

21. Damaged Projector. In case of physical damage (caused by Company) or technical issues with the projector, which isn't covered by Client's insurance, Company will either repair or replace the projector within two-three (2-3) weeks. During that time, Client's payments will be suspended and/or credited.

22. Access to Property. Any person or persons designated by the Company shall have access to the Authorized Equipment at all reasonable times for the purposes of installation, inspection, maintenance, repair, relocation, and removal. Client acknowledges and understands that the Company may monitor, solely for operational reasons, Client's general use of the Services. Client shall at all reasonable times permit the Company to have access to the location where the Services are provided for the purpose of ascertaining the use made of the Services.

23. Confidentiality.

(a) As used in this Agreement, the term "Confidential Information" means all information, including, but not limited to, the trade secrets and know-how of the respective Parties, any information marked "Confidential" or "Proprietary", and in the case of Company, the Licensed Product; provided, however, Confidential Information shall not mean any information (other than the Licensed Product) that:

- (i) is known to the receiving Party at the time of disclosure by the disclosing Party;
- (ii) is developed independently by the receiving Party without use of the disclosing Party's Confidential Information;
- (iii) is within, or later falls within, the public domain without breach of this Agreement by the receiving Party;
- (iv) is publicly disclosed with written approval of the disclosing Party; or
- (v) becomes lawfully known or available to the receiving Party without restriction from a source having the lawful right to disclose the information without breach of this Agreement by the receiving Party

(b) The receiving Party shall have the burden of proof as to establishing by competent evidence any of the exceptions set forth above.

(c) In the event the receiving Party is legally

requested or compelled in any form to disclose any of the disclosing Party's Confidential Information, the receiving Party, unless prohibited by applicable law, shall provide the disclosing Party with prompt written notice of such request, so that the disclosing Party may seek a protective order or pursue other appropriate remedies to protect the confidentiality of its information. If such protective order or other remedy is not obtained, the receiving Party will furnish only that portion of the Confidential Information which the receiving Party, upon the opinion of its counsel, is legally required to furnish. The receiving Party will reasonably assist the disclosing Party in its efforts to obtain a protective order or other remedies to protect or limit the disclosure of the information subject to the request.

- (d) Each Party acknowledges that in the performance of this Agreement a Party may receive Confidential Information from a disclosing Party and that, as between the Parties, such Confidential Information is the exclusive property of the disclosing Party. The receiving Party agrees to hold the Confidential Information of the disclosing Party in strict confidence in accordance with the provisions of this Agreement. A receiving Party: (a) shall not permit its employees or agents to remove any proprietary or other legends or restrictive notices contained or included in any Confidential Information provided by the disclosing Party; (b) shall not permit its employees or agents to copy or modify any Confidential Information except as specifically authorized in this Agreement; (c) shall not disclose any Confidential Information to a third party without the prior written consent of the disclosing Party; (d) shall only use the disclosing Party's Confidential information for purposes of performing its obligations under this Agreement, and shall not otherwise use the information for its own benefit or for the benefit of any third party; and (e) agrees to keep secure and maintain the Confidential Information of the disclosing Party in a manner no less protective than that used to maintain the confidentiality of the receiving Party's

own Confidential Information.

- (e) A receiving Party may disclose Confidential Information to its employees or agents under the control and direction of the receiving Party only in the normal course of business and on a need to know basis within the scope and purpose of this Agreement; provided, however, prior to any disclosure all such agents shall have entered into written agreements with the receiving Party requiring such agents to treat and use all such Confidential Information in a manner consistent with the terms and conditions of this Agreement. Except as expressly set forth herein, no licenses under any patent, copyright or other intellectual property rights of either Party are granted.
- (f) Upon any termination, cancellation, or rescission of this Agreement, a receiving Party shall: (i) surrender and deliver all Confidential Information of the other Party, including all copies thereof; or (ii) destroy the Confidential Information and all copies thereof and provide satisfactory evidence of such destruction to the disclosing Party within one (1) month following termination.

24. Warranties and Limitations of Liabilities. COMPANY MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY CLIENT OR OTHERS FROM THE USE OF THE LICENSED PRODUCT OR THE SERVICES, OR THE EQUIPMENT BY WHICH THE SERVICES ARE PROVIDED, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE. Company, its officers, employees, suppliers, and its third-party agents shall have no responsibility or liability, contingent or otherwise, for any injury or damages, whether caused by the negligence of Company, its employees, sub-contractors, agents, equipment vendors or otherwise, arising in connection with the Services rendered under this agreement, or in the use or installation of the Authorized Equipment and the Company shall not be liable for any lost profits, losses, punitive, incidental, or consequential damages or any claim against Client by any other party. The Company shall have no liability or responsibility for any injuries or

damages caused by the Authorized Equipment or by delays or interruptions of the Services, from whatever cause, and shall not be liable for damages arising from the use or presence of the Authorized Equipment on Client's premises. Client further agrees that the Company is not responsible for any fault, inaccuracy, omission, delay or any other failure in the Services caused by the Client's hardware, software, cabling, network services ("Client's Equipment"), or arising from Client's use of the Services in connection with such equipment. Client shall indemnify Company and hold it harmless and at Client's expense, defend the Company against any loss, claim, demand, or expense (including reasonable attorneys' fees) arising in connection with the use of the Services by Client. To the extent permitted by law, Client agrees that the liability of the Company for damages, regardless of the form of the action, shall not exceed the fees payable by Client for the Services for a period of six months, and that this shall be Client's exclusive remedy. Company shall not be liable to Client for any default resulting from force majeure, which shall be deemed to include any circumstances beyond the reasonable control of the Company or Client. No action, regardless of form, arising out of or pertaining to any of the Services or the Equipment may be brought by Client more than one (1) year after the cause of action has accrued.

25. Representation. Client hereby represents and warrants to Company that (i) Client has the full right and power to enter into and perform the obligations according to the terms of this Agreement; and (ii) Client currently has no restrictions that would impair its ability to perform its obligations under the agreement.
26. Continuing Obligations. The expiration or termination of this Agreement, for any reason, shall not release Client from any obligation or liability to the Company, including any payment and delivery obligation that has already accrued hereunder.
27. Fees, Assessments, and Taxes Paid by Client. Client shall pay all license fees, assessments, and sales, use, property, and excise, and other taxes relating to Client's use or possession of the Authorized Equipment and the Services.
28. Independent Contractors. Each Party shall act as an independent contractor hereunder, with sole responsibility for its own operations, personnel and operating expenses, and nothing contained in this Agreement shall be construed to create a partnership,

franchise or joint venture between the Parties.

29. Assignability. This Agreement and the Client's rights and obligations hereunder may not be assigned for any reason without the written consent of the Company.
30. Waiver of Provisions. The waiver of compliance at any time with any of the provisions, terms or conditions contained in this Agreement shall not be considered a waiver of the provision, term or condition itself or of any of the other provisions, terms or conditions hereof. Any waiver hereunder must be express and in writing by the Party agreeing to waive any right hereunder.
31. Survival. The provisions of Section 9, 12, 13, 14, 23, this Section 31, and Sections 33 through 45, inclusive, in each case of this Agreement, shall survive the termination or expiration of the Agreement.
32. Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision or portion of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction such that the invalid illegal or unenforceable provision or portion thereof shall be interpreted to be only so broad as is enforceable.
33. Disputes. Any controversy, dispute, or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement or any agreement or other instrument executed pursuant hereto or otherwise arising out of the execution of any of the foregoing, including, without limitation, any claim based on contract, tort, or statute, shall be resolved or determined, at the request of any Party, by arbitration conducted in New York, New York, in accordance with the then-existing Rules for Commercial Arbitration of the American Arbitration Association. The arbitration shall be resolved by an arbitrator jointly selected by the Parties. In the event that the Parties cannot agree on the indemnity of an arbitrator within 10 days of the commencement of such efforts, each Party shall select one arbitrator, and the two arbitrators so selected shall select a third arbitrator, and such third arbitrator shall resolve such dispute alone. Any judgment or award rendered by the arbitrator will be final, binding and non-appealable, and judgment may be entered by any State or Federal court having jurisdiction thereof. The arbitrator shall be

required to decide the controversy in accordance with applicable substantive law. Any controversy concerning whether a dispute is an arbitrable dispute or as to the interpretation or enforceability of this Section 33 shall be determined by the arbitrator. All arbitration proceedings shall be held in the strictest of confidence and all Parties and counsel shall be bound by such requirement of confidentiality. The Parties intend that this agreement to arbitrate be valid, enforceable and irrevocable. The designation of a situs or a governing law for this Agreement or the arbitration shall not be deemed an election to preclude application of the Federal Arbitration Act, if it would be applicable. In the arbitrator's award, the arbitrator shall allocate, in his or her discretion, among the Parties to the arbitration all costs of arbitration, including the fees of the arbitrator and reasonable attorney's fees, costs and expert witness expenses of the Parties.

34. Fees and Expenses. If either Party institutes an action to enforce this Agreement or any of its terms, the prevailing Party shall also be entitled to recover all of its costs, expenses and reasonable attorneys' fees.
35. Indemnity. Client shall indemnify, defend, and hold harmless, Company, its affiliates, officers, directors, employees, agents, and other representatives from and against any judgments, losses, damages, liabilities, costs or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) associated with or arising from (i) any breach by Client of the terms of this Agreement; (ii) any tortious or negligent act or omission by Client, its agents and/or independent contractors in connection with the performance or non-performance of this Agreement and/or any services provided pursuant to this Agreement; and (iii) any third party claim or action brought against Company as a result of the actions of Client.
36. Remedies. The Parties acknowledge and admit that there may be no adequate remedy at law for the failure of the other Party to comply with any of the material terms and conditions of this Agreement, including, without limitation, a failure to cease the use of the Licensed Product upon termination of the license or a breach of the confidentiality provisions herein, and the Parties agree that, in the event of any such failure, the non-breaching Party shall be entitled to equitable relief by way of temporary restraining order, temporary injunction and permanent injunction and such other and further relief as any court of competent jurisdiction may deem proper. The rights and remedies of Company and Client under this Agreement shall be cumulative and in addition to all other rights and remedies available at law

and in equity.

37. Relationship of the Parties. The Parties hereto are and shall remain independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the right to obligate or bind the other Party in any manner to any third party.
38. Assignment/Sublicense. Client shall not, directly or indirectly, by operation of law or otherwise, transfer or assign the Licensed Product, and neither Party shall directly or indirectly, by operation of law or otherwise, transfer or assign this Agreement, or transfer, assign or sublicense any rights granted hereunder, with the exception of an assignment by the Company carried out as part of a merger, restructuring, or reorganization, or as a sale or transfer of all or substantially all of the Company's assets, without having secured the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any attempted assignment in violation of this Section 38 shall be null and void.
39. Compliance with Laws. Each Party shall comply with all applicable U.S. state, federal and local laws, executive orders and regulations in the performance of its obligations under this Agreement. Each Party acknowledges its obligations to control access to Technical Data (as defined by the U.S. Department of Commerce, Office of Export Administration) under the U.S. Export Control Laws and Regulations and agrees to adhere to such U.S. Export Control Laws and Regulations with regard to any technical data received under this Agreement.
40. Third Party Beneficiaries. Nothing express or implied herein is intended to confer, nor shall anything herein confer, upon any entity other than the Parties and their respective successors and assigns any rights, remedies, obligations, or liabilities whatsoever.
41. Amendment. Other than as set forth in Section 5, this Agreement shall not be amended, modified, or supplemented by the Parties in any manner, except by an instrument in writing signed on behalf of each Party and otherwise as set forth herein, and the Parties specifically acknowledge and agree that no modification of this Agreement may be effected or accomplished via e-mail or other discussions, electronic or otherwise, between the Parties.
42. Form. Where the context so admits, words and expressions appearing in the singular in this Agreement may be interpreted in the plural, and vice versa.

43. Force Majeure. Neither Party shall be liable to the other by reason of any failure of performance hereunder if such failure arises out of causes beyond such Party's reasonable control, despite the reasonable efforts, and without the fault or negligence of such Party. A Party experiencing such an event shall give as prompt notice as possible under the circumstances.

44. Interpretation. This Agreement is the result of negotiation between the Parties and, accordingly, shall not be construed more strongly for or against either Party regardless of which Party was more responsible for the preparation of this Agreement or any portion thereof.

45. Headings. The headings and captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference only and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain.