

MASTER SOFTWARE AND SERVICES AGREEMENT

This Agreement (the "Master Agreement") is entered into by and between Four Winds Interactive LLC, a Colorado limited liability Company having its principal office at 1221 Broadway Street, Denver, Colorado 80203 ("FWI") and Customer ("you" or "your").

ARTICLE I – INTRODUCTION AND OVERVIEW

A. This Master Agreement provides the terms pursuant to which FWI agrees to provide our visual communications platform, The Visual Layer™, to you. Our visual communications platform is typically comprised of three components: Visual Communications Software, Professional Services and Hardware. The terms pursuant to which FWI agrees to license its proprietary Visual Communications Software to you are set forth in the Software Addendum. The terms governing your purchase of Professional Services (including any Third Party Subscriptions) and Hardware from FWI, are set forth in the Professional Services Addendum and the Hardware Addendum, respectively. Depending upon what solution you choose, these Addenda are incorporated into this Master Agreement by reference, as if fully set forth herein.

B. The specific pricing for Visual Communications Software Licenses, Professional Services, Hardware and Third Party Subscriptions are set out in the Opportunity Document(s) which are specific to each opportunity based upon your needs and goals, and are incorporated herein by reference. The Opportunity Document(s) include a Quote and may also include a Statement of Work. Successive Opportunity Document(s) may be issued over time referring back to this same Agreement. This Master Agreement is intended to be a comprehensive set of terms that operate in conjunction with the specific terms contained in the Opportunity Document(s). If there is a contradiction between this Master Agreement and the Opportunity Document(s), the terms of the Opportunity Document(s) shall prevail. All defined terms contained in this Master Agreement are set forth in **Exhibit A**.

C. By accepting this Master Agreement, which may occur through signature, clicking a box indicating your acceptance or by signing a Quote that incorporates by reference this Master Agreement, you agree to the terms of this Master Agreement. If you are entering into this Master Agreement on behalf of a Company or other legal entity, you represent that you have the authority to bind such entity, its employees, authorized agents and affiliates to these terms and conditions, in which case the terms "Customer", "you" or "your" shall include such entity, employees, agents and affiliates. If you do not have such authority, or if you do not agree to comply with these terms and conditions, you must not accept this Master Agreement and may not purchase or use the Visual Communications Software, Professional Services, Third Party Subscriptions or Hardware.

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ARTICLE II – FEES AND PAYMENT

A. Invoicing and Payment Terms.

1) Fees. You agree to pay all fees arising from your purchase of Visual Communications Software, Professional Services, Third Party Subscriptions and/or Hardware in accordance with the payment terms specified in the Opportunity Document(s). Except as otherwise specified herein or in the Opportunity Document(s), (i) fees are based on Visual Communications Software Licenses and Services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant term identified in the Opportunity Document(s).

2) Invoicing and Payment. You may provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to us. If you provide credit card information to us, you authorize us to charge such credit card for all purchased Visual Communications Software Licenses, Professional Services and Hardware listed in the Opportunity Document(s) for the initial term and any renewal term(s) as set forth in Article VIII. Credit cards will not be accepted for payments above Twenty-Five Thousand Dollars (\$25,000.00) unless you agree to pay a credit card usage fee of 3% in addition to the amounts due FWI. Invoices will be issued and charges processed in advance, either annually or in accordance with any different billing frequency stated in the applicable Opportunity Document(s). Unless otherwise stated in the Opportunity Document(s), invoiced charges are due net 30 days from the invoice date. You may elect to issue a Purchase Order as a condition precedent to FWI invoicing you for amounts due. Please understand that any terms included on the Purchase Order which directly or indirectly contradict the terms of this Master Agreement and/or the Opportunity documents shall have no binding effect on FWI, as the Master Agreement and Opportunity Documents take precedence. Further, you are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information.

3) Overdue Charges. If any invoiced amount is not received by us by the due date, then without limiting our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower; (b) We may condition future renewals and additional purchases on paying the amount past due and on payment terms shorter than those specified in the Opportunity Document(s).

4) Suspension of Visual Communications Software License Keys, Service and Acceleration. If any amount owing by you under this Master Agreement, the Opportunity Document(s) or any other negotiated agreement is thirty (30) or more days overdue, we may, without limiting our other rights and remedies, accelerate your unpaid fee obligations so that all such obligations become immediately due and payable, and suspend our Visual Communications Software Subscription Licenses and Professional Services until such amounts are paid in full. We will give you at least 10 days' prior notice by email that your account is overdue before suspending Visual Communications Software Subscription Licenses Keys and Professional Services to you.

5) Payment Disputes. We will not exercise our rights under Section 3 (Overdue Charges) or Section 4 (Suspension of Visual Communications Software Licenses Keys, Service and Acceleration) above if you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. Interest will continue to accrue on any past due balance but may be waived in FWI's sole discretion upon resolution of the dispute.

6) Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchases hereunder. If we have the legal obligation to pay or collect Taxes for which you are responsible under this Section, We will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against us based on our income, property and employees.

7) FWI reserves the right to apply Deposits and/or over payments to outstanding invoices at FWI's discretion. You acknowledge FWI will not order Hardware and will not initiate Services prior to receipt of required Deposit amounts due under any applicable Opportunity Document(s).

8) You may receive access to the Visual Communications Software through temporary license keys prior to your payment of the Visual Communications Software License Subscription Fee. You acknowledge that such Visual Communications Software License shall be conditional until payment of the Subscription Fee has been received by FWI, and shall automatically terminate for failure to pay. The Visual Communications Software Subscription License shall be afforded only for the time period for which the Visual Communications Software Subscription License Fee applies.

9) Beginning with the first year following purchase of the Visual Communications Software and for each subsequent year thereafter, FWI may adjust the Software Subscription License Fee and recurring Professional Services fees by an amount that shall not exceed the increase in the Consumer Price Index (CPI), as of the second calendar month preceding the date of this Master Agreement is accepted. FWI shall provide you with advance notice of any such increase.

10) Third-party pass-through costs or subscriptions, if any, may be increased at the time and in the manner the increases are received from the third party.

B. Purchase of Additional Visual Communications Software Licenses.

You may purchase or subscribe to additional Visual Communications Software Subscription Licenses and or Services pursuant to this Master Agreement. The quantities and prices applicable to such additional purchases shall be set forth in the applicable Opportunity Document(s). Unless specified in the Opportunity Document(s), FWI does not lock prices for future purchases.

ARTICLE III – PROPRIETARY RIGHTS AND CONFIDENTIALITY

A. Ownership. You acknowledge that all copies of the Visual Communications Software and Documentation in any form provided by FWI or made available to you, as permitted herein, are the sole property of FWI. You shall have no right, title, or interest to any such Visual Communications Software, Documentation or copies thereof except as provided in this Master Agreement, and further shall secure and protect all Visual Communications Software and Documentation consistent with maintenance of FWI's proprietary rights therein and consistent with the terms set forth in the Software Addendum and Professional Services Addendum.

B. FWI Standard Materials and Tools. You agree that in connection with the provision of Visual Communications Software and Professional Services hereunder, FWI may provide or use certain pre-existing materials, information, software components and proprietary tools to FWI (collectively, “FWI Standard Materials and Tools”). You acknowledge that all right, title and interest in and to all pre-existing FWI Standard Materials and Tools is and remains the exclusive property of FWI. FWI retains the right to re-use, transfer, distribute and license to any of its current and future clients any of its FWI Standard Materials and Tools. For avoidance of doubt unless specifically identified as “work for hire” in the Opportunity Document(s), all Software Products and Professional Services provided hereunder shall be considered preexisting FWI Standard Materials and Tools.

C. Confidentiality.

1) Acknowledgement. You hereby acknowledge and agree that the Visual Communications Software Documentation and the Opportunity Document(s) contain valuable proprietary information and trade secrets of FWI and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, pricing and expressions. Accordingly, you agree to treat (and take precautions to ensure that your employees, contractors, agents and representatives treat) the Visual Communications Software, Documentation and the contents of Opportunity Document(s) as confidential in accordance with the confidentiality requirements and conditions set forth below.

2) Your Property. FWI agrees that all data, content, and intellectual property supplied by you shall remain the exclusive property of you. FWI shall treat all such Property designated as Confidential as Confidential Information as defined herein.

3) Mutual Obligations Regarding Confidential Information. The term “Confidential Information” shall mean the information disclosed by either party under this Master Agreement which is in written, recorded, photographic, machine-readable, or other physical form or oral information which may be reduced to writing as soon as practicable after disclosure to the other party and which may be marked or labeled “Confidential”, “Proprietary”, “Sensitive”, or in any other manner indicating its confidential and/or proprietary nature. Each party agrees to keep confidential all Confidential Information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use or disclosure to others not parties to this Master Agreement if such confidential information is established to: (a) have been known publicly; (b) have been known generally in the industry before communication by the disclosing party to the recipient; (c) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (d) have been known otherwise by the recipient before communication by the disclosing party; or (e) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.

4) Utilization of our Confidential Information. You agree that you shall utilize the Company’s Proprietary and Confidential Information solely for the purpose of utilizing the Visual Communications Software and shall not use such Confidential and Proprietary Information for any other purpose. Specifically, you shall not use Company’s Confidential and Proprietary Information to develop or sell software products or services that are directly competitive with our Visual Communications Software and Services as set forth in this Master Agreement.

5) Injunctive Relief. You acknowledge that the unauthorized use, transfer or disclosure of Confidential Information, including the Visual Communications Software and the Documentation or copies thereof will (i) substantially diminish the value to FWI of the trade secrets and other proprietary interests that are the subject of this Master Agreement; (ii) render FWI's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If you breach any of your obligations with respect to the use or confidentiality of FWI's Confidential Information, FWI may, in addition to any other legal or equitable rights or remedies which may be available to it, seek and obtain equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief without necessity of proving actual damages or posting bond.

D. Non-Solicitation. During the term of this Master Agreement and for a period of two years thereafter, you agree not to solicit any FWI employee to leave their employment with FWI in order to pursue employment with you or to pursue any other engagement outside of their duties and responsibilities with FWI.

ARTICLE IV – WARRANTIES

A. General Warranties.

1) FWI represents that it is the owner of the entire right, title, and interest in and to Visual Communications Software, that it has the sole right to grant Visual Communications Software Licenses hereunder, and that it has not knowingly granted licenses to any other entity that would restrict rights granted hereunder.

2) FWI represents and warrants that the Visual Communications Software, when properly installed and used with the Designated Equipment in accordance with the Documentation, will perform substantially as described in the Documentation provided that: (a) you remain a continuous fully paid subscriber to the Software Subscription Service pursuant to this Master Agreement; (b) you have properly installed all updates provided by FWI; (c) you are using the Visual Communications Software in accordance with FWI's Opportunity Document(s), the Documentation, and this Master Agreement; (d) any error or defect detected is reproducible by FWI; and (e) you notify FWI of any nonconformance.

3) FWI represents and warrants that it shall use commercially reasonable efforts to provide the Visual Communications Software and Professional Services hereunder in a professional and workmanlike manner substantially in accordance with this Master Agreement and the Opportunity Document(s).

4) Notwithstanding the warranty provisions set forth herein, all of FWI's obligations with respect to such warranties shall be contingent on your use of the Visual Communications Software in accordance with this Master Agreement and in accordance with the Documentation, as may be amended, supplemented, or modified by FWI from time to time and made available to you. FWI shall have no warranty obligations with respect to any failures of the Visual Communications Software which are the result of accident, abuse, misapplication, a change in your IT platform or infrastructure/data systems, extreme power surge or extreme electromagnetic field.

5) FWI's entire liability and your exclusive remedy respecting the warranties herein shall be, at FWI's option, either (a) return of the price paid for Visual Communications Software

or (b) repair or replacement of the Visual Communications Software upon its return to FWI; provided FWI receives written notice from you of the alleged breach.

6) THE WARRANTIES STATED HEREIN ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY FWI. THERE ARE NO OTHER WARRANTIES RESPECTING THE VISUAL COMMUNICATIONS SOFTWARE AND DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF FWI HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF FWI IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF FWI AS SET FORTH HEREIN.

ARTICLE V – INDEMNIFICATION AND LIMITATION OF LIABILITY

A. Indemnification Obligations.

1) Each party shall indemnify each other from and against all Third Party Claims incurred by or asserted against such indemnitee to the extent such Third Party Claims relate to, arise out of or result from: (i) physical injury to or death of any person or damage to tangible property caused by any willfully or intentionally wrongful, or negligent, act or omission of any employee or agent of the indemnifying party relating to this Master Agreement.

2) FWI shall indemnify, hold harmless and defend you against any actions brought against you to the extent that such action is based on a claim that the Visual Communications Software, when used in accordance with this Master Agreement, infringes on any intellectual property right of a third party. FWI shall pay all costs, settlements and damages finally awarded; provided, that you promptly notify FWI in writing of any claim, gives FWI sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Visual Communications Software is finally adjudged to so infringe, or in FWI's opinion is likely to become the subject of such a claim, FWI shall, at its option, either: (i) procure for you the right to continue using the Visual Communications Software (ii) modify or replace the Visual Communications Software to make it noninfringing, or (iii) refund the fee paid, less reasonable depreciation, upon return of the Visual Communications Software. FWI will not defend and does not indemnify you from any claim arising out of: (i) use of other than a current, unaltered release of the Visual Communications Software unless the infringing portion is also in the then current, unaltered release, (ii) use of the Visual Communications Software in combination with non-FWI software, data or equipment if the infringement was caused by such use or combination, (iii) any modification or derivation of the Visual Communications Software not specifically authorized in writing by FWI or (iv) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF FWI AND THE EXCLUSIVE REMEDY FOR LICENSEE RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE VISUAL COMMUNICATIONS SOFTWARE.

3) Through the use of the Visual Communications Software License granted hereunder you will display content including your own content or content procured from external sources. You acknowledge and agree that FWI is not responsible for the legality or accuracy of the particular content you choose to display or the availability of any external content sources. FWI does not endorse any materials available from such external sources. You acknowledge and agree that FWI is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any content available from such third party sources. You

shall indemnify and hold harmless FWI, its officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including without limitation those arising on account of your modification of the Visual Communications Software or otherwise caused by the content displayed by you, your sublicenses, if any, your subsidiaries or their officers, employees, agents or representatives.

4) You shall indemnify and hold FWI harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology provided herein. You shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce.

B. Limitation of Liability.

IN NO EVENT WILL FWI BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL FWI'S LIABILITY FOR DAMAGES HEREUNDER EXCEED THE AMOUNTS ACTUALLY PAID BY YOU FOR VISUAL COMMUNICATIONS SOFTWARE UNDER THIS MASTER AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THIS MASTER AGREEMENT, AND YOU FURTHER ACKNOWLEDGE THAT FWI'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

ARTICLE VI - GENERAL TERMS

A. Insurance. Each party agrees to carry comprehensive general liability and property damage insurance with combined bodily injury and property damage.

B. Marketing License. You and the End User grant to FWI a worldwide, royalty-free, non-transferable, and non-exclusive limited license to use your Brand Features and your non-confidential content for the sole purpose of publicizing or advertising that you are using FWI Visual Communications Software and the FWI Visual Communications Platform (for example, by using your marks in presentations, marketing materials, customer lists, financial reports and website listings, or by creating marketing or advertising materials that show screenshots in which your visual communications are featured).

C. Term and Termination.

1) Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Opportunity Document(s). Unless otherwise specified in an Opportunity Document(s), the term applicable for recurring Software Subscriptions and Professional Services shall be three (3) years. Subscriptions for Visual Communications Licenses and recurring Professional Services will automatically renew for additional one year terms, unless either party gives the other notice of non-renewal at least 30 days before the end of the existing subscription term.

2) Termination. A party may terminate this Master Agreement by providing written notice thirty (30) days prior to expiration of the existing Term as set forth above. The Termination

of this Master Agreement shall not impact the term applicable to any specific Opportunity, which shall continue in accordance with the particular term set forth in the Opportunity Document(s).

3) Effect of Termination. In no event will termination relieve you of your obligation to pay any fees payable to us for the period prior to the effective date of termination.

4) Your Data Portability and Deletion. If you have chosen a hosted component, upon request by you made within 30 days after the effective date of termination or expiration of this Master Agreement, We will make your Data available to you for export or download as provided in the Documentation. After that 30-day period, we will have no obligation to maintain or provide your Data, and will thereafter delete or destroy all copies of your Data in our systems or otherwise in our possession or control as provided in the Documentation, unless legally prohibited.

5) Surviving Provisions. Sections II, III, IV, V, and VI shall survive any termination or expiration of this Master Agreement.

6) Obligations on Termination. Within ten (10) days after termination of this Master Agreement or the Visual Communications Subscription Software License granted hereunder, you shall (i) cease and desist all use of the Visual Communications Software and Documentation, (ii) delete all full or partial copies of the Visual Communications Software from your equipment, including any archive or backup copies, (iii) delete or destroy all Documentation in your possession or under your control, and (iv) provide a written declaration to FWI of its compliance with this provision. If you do not comply with your obligations on termination, FWI may in its sole discretion disable the Visual Communications Software and pursue all remedies available hereunder or at law to obtain your compliance with this provision.

D. Notice. All notices, authorizations, and requests in connection with this Master Agreement shall be deemed given (i) five days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day (two days if international) after being sent by overnight courier, charges prepaid; and addressed to the notice address indicated on the Proposal or to such other address as the party to receive the notice or request so designates by written notice to the other.

E. Entire Agreement. This Master Agreement, together with the Opportunity Document(s) and any exhibits thereto contain the entire understanding and agreement between the parties respecting the subject matter hereof. This Master Agreement may not be supplemented, modified, amended, released or discharged, and no additional or prior terms shall apply, except by an instrument in writing signed by each party's duly authorized representative. Your issued Purchase Order Standard Terms and Conditions shall not constitute a Prior Agreement hereunder. For the avoidance of doubt, if there is any inconsistency (i) between the Opportunity Document(s) and this Master Agreement, the terms of the Opportunity Document(s) shall prevail; and (ii) between the terms of your Purchase Order and this Master Agreement (including the Opportunity Document(s)), the terms of this Master Agreement shall prevail. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Master Agreement or of any subsequent default or breach of the same or a different kind.

F. Independent Contractor Status. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Master Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties.

G. Assignment. Neither this Master Agreement nor any rights or obligations hereunder may be transferred or assigned without the other party's prior written consent, which shall not be unreasonably withheld, and any attempt to the contrary shall be void. Notwithstanding the foregoing, FWI may assign this Master Agreement and any applicable Opportunity Document(s) and/or any rights and/or obligations hereunder to: (i) any successor by merger, acquisition, consolidation or other corporate restructuring; (ii) any parent or majority owned subsidiary; or (iii) any entity which acquires all or substantially all of FWI's assets.

H. Choice of Law and Exclusive Jurisdiction.

1) THIS MASTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND COLORADO, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. THE PARTIES MAY INITIATE ANY LITIGATION AND/OR DISPUTE RESOLUTION PROCEEDING IN THE STATE OF COLORADO ONLY AND IRREVOCABLY CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION THEREIN.

I. Mediation.

1) The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Master Agreement by mediation. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

2) Either party may commence the mediation process by providing to the other party written notice, setting forth the subject of the dispute, claim or controversy, and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each party for its own legal representation in connection with the mediation).

J. Counterparts and Electronic Signatures. Delivery of an executed counterpart of this Master Agreement or any Opportunity Document(s) by facsimile or email shall be effective as delivery of a manually executed counterpart of this Master Agreement. The acceptance of this Master Agreement, Opportunity Document(s) or any exhibit thereto by electronic signature or acknowledgement shall constitute a valid and binding signature.

K. Captions. All captions and headings in this Master Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

L. Severability. If any provision of this Master Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

EXHIBIT A – DEFINITIONS

1) “Annual Recurring Fee” shall mean any fee identified in the Opportunity Document(s) that is to occur on a subscription or recurring basis, be it for Visual Communications Software or Professional Services.

2) “Authorized Users” shall mean all direct employees, contractors or agents of Customer, Distributor or Contractor, as applicable, who are authorized by Customer to use the Visual Communications Software subject to the terms and conditions of this Master Agreement.

3) “Contractor”, “you” or “your” shall mean the legal entity designated by FWI and End User to act as an intermediary for purposes of buying Visual Communications Software, Maintenance and/or Professional Services, in accordance with the Master Agreement and the Opportunity Document(s).

4) “Content Subscription Service” shall mean web based content as may be provided by FWI to Customer, Distributor or Contractor, as applicable, on a subscription basis.

5) “Covered Software” shall mean the Visual Communications Software eligible to receive Maintenance Service.

6) “Customer”, “you” or “your” shall mean the legal entity entering into the Contract for the purchase of Visual Communications Software, Professional Services and/or Hardware, including any of its officers, directors, employees, authorized agents, contractors, affiliates, divisions, successors and assigns.

7) “Designated Equipment” shall mean the personal computers and or other electronic devices supplied and owned by Customer or End User, as applicable, connected to the screens for which the Visual Communications Software is licensed for use.

8) “Distributor”, “you” or “your” shall mean the legal entity which has entered into a Distributor Agreement with FWI and is authorized by FWI to resell and support the Visual Communications Software.

9) “Distributor Agreement” shall mean the legally binding contract entered into between FWI and an authorized Distributor setting forth the terms and conditions pursuant to which the Distributor is afforded the limited right to resell FWI Visual Communications Software.

10) “Documentation” shall mean all manuals, user documentation, and other related materials pertaining to the implementation, use and support of the Visual Communications Software as supplied by FWI, including any Professional Services and training related thereto. Documentation shall include the descriptions of Visual Communication Software License types and associated pricing set out or incorporated by reference into the Quote.

11) “End User” shall mean a party authorized to use the Visual Communications Software pursuant to an agreement with an Authorized Distributor or Contractor of FWI and who has also accepted the terms of this Master Agreement as an End User. An End User is expressly prohibited from re-selling, distributing and/or sublicensing the Visual Communications Software.

12) "Hardware" shall mean the equipment purchased by Customer, Distributor or Contractor, as applicable, either directly from FWI or through a third party for use with the Visual Communications Software.

13) "Hosting Services" shall mean a set of subscription-based, hosted services residing on FWI servers to include any of the following: (i) FWI web server (ii) SQL server database (iii) FWI Content Manager Express application software (iv) content storage capacity (v) FWI Content Store web application, (vi) hosted deployment manifests and deployed assets, and (vii) hosted Integration Framework adapters.

14) "License Key" shall mean the mechanism by which FWI's Visual Communications Software is provided to you in accordance with the terms of the license granted.

15) "Maintenance Service" shall mean call-in customer and technical support for diagnostic and error correction of the Visual Communications Software including available patches or solutions as well as Visual Communications Software updates, bug fixes and enhancement of the Visual Communications Software.

16) "Maintenance Service Fee" shall mean the agreed upon and accepted amount to be paid by Customer, Distributor or Contractor, as applicable, for Maintenance Service as set forth in the Opportunity Document(s).

17) "Managed Services" shall mean an FWI dedicated program manager to provide specialized support services including requests to add, schedule or deploy content at Customer's request.

18) "New Software Releases" shall mean new releases of new Visual Communications Software that may include different or enhanced functionality as may be provided by FWI.

19) "Opportunity Document(s)" shall mean the FWI Proposal or Quote, and any Statements of Work, or such other document as may be entered into between the parties containing terms pursuant to which Visual Communications Software, Professional Services and/or Hardware are provided which supplement the Master Agreement.

20) "Professional Services" shall mean billable professional and technical services to assist with installation, testing, data conversion, on-site support, multi-vendor coordination, multimedia design, sign architecture, project management or other related services.

21) "Professional Services Fees" shall mean the agreed upon and accepted amount to be paid by Customer, Distributor or Contractor, as applicable, for Professional Services as set forth in the Opportunity Document(s) and/or any agreed upon Statement of Work.

22) "Proposal" or "Quote" is a component of the Opportunity Document(s) issued by FWI and accepted by Customer, Distributor or Contractor, as applicable, setting forth the type, quantities and prices for the designated Visual Communications Software, Hardware, Maintenance, Professional or other Services.

23) "Public Entity" shall mean a governmental entity created pursuant to (i) the US constitution; (ii) the constitution of any state within the US; or (iii) federal or state law or statute.

24) “Purchase Order” shall mean the document issued by Customer, Distributor or Contractor, as applicable, in a form acceptable to FWI indicating type, quantities and prices for the designated Visual Communications Software, Hardware, Maintenance, Professional or other Services.

25) “Recurring Fees” shall mean the monthly, quarterly or annual amounts payable pursuant to the Opportunity Document(s) on a recurring basis.

26) “Site” shall mean the specific properties or locations owned, operated or managed by Customer, Distributor or Contractor, as applicable, for which it has paid FWI a License Fee.

27) “Statement of Work” or “SOW” is a component of the Opportunity Document(s) and shall mean the documents prepared by FWI describing the scope of the Professional Services to be performed and the responsibilities of the parties with regard to the Professional Services engagement.

28) “Subscription Services” shall mean any Service provided by FWI hereunder on an annual or monthly subscription basis pursuant to this Master Agreement or an applicable Opportunity Document(s), including but not limited to Software Subscriptions, Content Subscriptions (FWI Content Store, etc.), Third Party Subscriptions, Database Hosting Services and the like.

29) “Term” shall mean the period of time for which a legally binding contractual commitment remains in place as set forth in the Opportunity Document(s) and this Master Agreement.

30) “Third Party Subscriptions” shall mean content procured by FWI for and at the request of Customer, Distributor or Contractor, as applicable, for an additional fee and according to the terms of a License Agreement for such content as may be required by such third party.

31) “Visual Communications Software” and “Visual Communications Software Products” shall mean the FWI computer programs and products identified in the Opportunity Document(s) and licensed to Customer, Contractor or End User, as applicable, hereunder, which may include but not be limited to the iDS Software Platform and/or the Enterprise Visual Communications Platform, Content Manager, Content Player and associated Software Products.

32) “Visual Communications Software Perpetual License Fee” shall mean the agreed upon and accepted amount to be paid by you for the Visual Communications Software as set forth in the Opportunity Document(s) for a limited perpetual license.

33) “Visual Communications Software Subscription License Fee” shall mean the agreed upon and accepted amount to be paid by you for the Visual Communications Software as set forth in the Opportunity Document(s) for a Limited License pursuant to the Software Subscription Service.

SUBSCRIPTION SOFTWARE ADDENDUM

This Software Addendum sets forth the terms and conditions which will govern the Visual Communications Software License granted to you. If you are licensing FWI Visual Communications Software as an authorized Contractor or Distributor and are therefore reselling the Visual Communications Software to an End User, then the terms of this license grant shall apply equally to you and to the End User. In this respect, the term “you” as utilized below, shall be deemed to include both you and your End User.

A. Licensing Terms.

1) Subscription License to Visual Communications Software. Upon payment of the Visual Communications Software Subscription License Fee, FWI hereby grants to you, and your Authorized Users, a nonexclusive, limited, non-transferable, Software Subscription License as identified on the Opportunity Document(s) to be utilized at the Site on a per machine and where applicable per screen basis in object code form (a “Limited License”). Subscriptions may be added during a Subscription Term as set forth in the Opportunity Document(s). If you add Software Subscription Licenses, they will be billed separately from the licenses previously purchased, unless you notify us that you prefer a consolidated billing cycle.

2) Permissible Use and Usage Limits. FWI offers different types of Visual Communications Software Licenses to satisfy various use cases. The specific uses afforded for each type of Visual Communications Software License are set out in the Opportunity Document(s) and in the Documentation. Nothing within this Visual Communications Software License affords you the right to broadcast content to unlimited endpoints unless such right is expressly afforded in the individual License purchased, which shall depend upon the use case at issue.

You agree to utilize each Visual Communications Software License in accordance with its stated terms. You also agree to permit FWI to audit at its sole discretion your use of the Visual Communications Software Licenses purchased to ensure such Visual Communications Software Licenses are being utilized in accordance with their stated terms as set forth in this Agreement, the Opportunity Document(s) and the Documentation. You shall be responsible for any additional fees attributed to a failure to comply with permissible usage.

You agree to utilize the Visual Communications Software exclusively for the purpose identified in the Opportunity Documents and Documentation and for no other purpose. Specifically, you agree that you shall not utilize the Visual Communications Software to compete with FWI as it relates to other Visual Communications Software. You acknowledge that you have no right to sublicense, distribute, or re-sell the Visual Communications Software, unless such right has been expressly afforded to you as an authorized Contractor or Distributor of FWI.

3) Transfer of Licenses. A Visual Communications Software License is generally non-transferable. However, a License may be transferred by you to alternate equipment at the Site without payment of a transfer or replacement fee if, upon request by FWI, you agree to (i) identify the equipment at the Site to which the Visual Communications Software License shall transfer; and (ii) certify to FWI that the Visual Communications Software License transferred or replaced has been uninstalled and/or removed from such equipment and is no longer in use by you.

4) Source Code. You agree the source code for the Visual Communications Software is not licensed hereunder.

5) Unauthorized Copies. You shall not make copies of the Visual Communications Software in whole or in part, except exclusively with the permission of FWI. You agree to maintain appropriate records of the number and location of all copies of the Visual Communications Software and make such records available to FWI upon request. Copies permitted must be reproduced with all copyright and other proprietary notices in the same manner as originally included.

B. Ownership of Intellectual Property Rights and Limitations on Visual Communications Software License Granted.

You acknowledge that all copies of the Visual Communications Software in any form provided by FWI or made by you, as permitted herein, are the sole property of FWI. You shall have no right, title, or interest to any such Visual Communications Software or copies thereof except as provided in this Master Agreement, and further shall secure and protect all Visual Communications Software and Documentation consistent with maintenance of FWI's proprietary rights therein.

1) Reverse Engineering. You shall not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the binary code portions of the Visual Communications Software (collectively, "Reverse Engineering") or permit or induce the foregoing. If however, directly applicable law prohibits enforcement of the foregoing, you may engage in Reverse Engineering solely for purposes of obtaining such information as is necessary to achieve interoperability of independently created software with the Visual Communications Software, or as otherwise and to the limited extent permitted by directly applicable law, but only if: (a) Reverse Engineering is strictly necessary to obtain such information; and (b) you have first requested such information from FWI and FWI failed to make such information available (for a fee or otherwise) under reasonable terms and conditions. Any information supplied to or obtained by you under this section is confidential information of FWI subject to the Confidentiality Provisions of this Master Agreement, may only be used by Licensee for the purpose described in this section, and will not be disclosed to any third party or used to create any software which is substantially similar to the expression of the FWI Software Products or platform.

2) Distribution. Distribution, publication or public display of the Visual Communications Software by you is prohibited except as expressly permitted by this Master Agreement and applicable Opportunity Document(s).

3) Derivative Works. Except as permitted by the Opportunity Document(s), you shall not make derivative works, nor install or otherwise use copies or any portion of the Visual Communications Software beyond the number of Visual Communications Software Licenses for which you have paid FWI a Visual Communications Software License Fee. If such derivative works were ever to be created, you acknowledge that they are the exclusive property of FWI.

4) Proprietary Notices. You agree to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, branding or legend appearing on any of the Visual Communications Software or output generated by the Visual Communications Software, and to reproduce and include same on each copy of the Visual Communications Software.

C. Visual Communications Software Delivery and Issuance of License Key.

1) FWI shall deliver the Visual Communications Software electronically, by “load and leave” or by another method that delivers the Visual Communications Software without providing you the Visual Communications Software on a compact disk (CD), digital video disk (DVD), flash drive or similar device. A License Key shall be issued corresponding to the License(s) purchased.

2) The Documentation which describes the Visual Communications Software, the types of licenses purchased, its features, functionality, approved utilization and usage terms shall be delivered via an email link. You may make additional copies of the Documentation for archive and training purposes. You agree to install and utilize the Visual Communications Software consistent with this Master Agreement, the Opportunity Document(s) and Documentation.

D. Modifications and Updates to Visual Communications Software.

1) **Updates and Error Corrections.** FWI reserves the right to periodically perform error corrections, bug fixes, patches or other updates to the Visual Communications Software which shall be provided to you in accordance with the Software Maintenance Services set forth in Section E below. All error corrections, bug fixes, patches, updates or other modifications shall automatically be considered part of the licensed Visual Communications Software, subject to the provisions of this Master Agreement, and shall be the sole property of FWI.

2) **New Releases.** New Software Releases are included, provided you are current with your Software Subscription License Fee at the time of the New Software Release.

E. Visual Communications Software Maintenance Services and Options.

1) **Hosted and On Premises Models.** FWI offers both a database and infrastructure hosting service as well as an option to install this database and infrastructure on your premises. The specific terms governing the installation method chosen by you shall be set forth in the applicable Opportunity Document(s). If a hosted model is chosen, your data may be stored and accessed via a shared server or a dedicated server according to your data security needs and as described in the Opportunity Document(s).

2) **Maintenance.** Software Maintenance Service shall be provided by FWI to you as part of your Software Subscription Fee. Software Maintenance Service shall be provided remotely in the English language, unless specified otherwise. If applicable, you may be required to provide access to your network and/or systems as may be necessary for the provision of the Software Maintenance Service by FWI. Software Maintenance Service does not include diagnosis or repair of any Hardware operated by you.

3) **Standard Maintenance Services.** FWI's standard Software Maintenance Service includes the following:

a. **Visual Communications Software Upgrades.** FWI shall support any updates to the Visual Communications Software which may include but are not limited to enhancements or bug fixes for your existing version of software during the Software Subscription Term.

b. Website Service. FWI shall provide you with access to FWI's web site which contain reference materials and provide you the opportunity to electronically access, install and download Software Upgrades as they are made available. You agree to install Software Upgrades according to FWI release notes within a reasonable time, but no later than the support expiration date for the prior Software Upgrade. A Software Upgrade will generally be supported for six (6) months after issuance of the next replacement Software Upgrade. FWI reserves the right to discontinue a Covered Software Product, and will notify you about the remaining service period by publication on FWI's website. You shall observe all security requirements and shall not allow others to share your website account.

c. Call-In Maintenance Service for Visual Communications Software. You shall have access to FWI's technical support 24 hours per day, 7 days per week for the purpose of (i) placing service requests; (ii) clarifying functions and features of the Visual Communications Software; (iii) assisting in diagnosis of a problem or error which may include providing an available patch or solution, replicating and analyzing the issue on a test system, devising a case resolution path, or resolving the reported error through a workaround or product engineering. The efficacy of Maintenance Service may turn upon the degree of access afforded FWI by you to your internal data systems.

4) Beta Testing. Any beta or pre-release software offered by FWI shall not be eligible for the Software Maintenance Service.

F. FWI Store™, FWI Drive™, FWI Mobile™, and Third Party Subscription Offerings.

Supplementing FWI's core software product offerings are various visual communications products and functionality, including the following:

1) FWI Store™. The FWI Store™ houses all of our applications, the building blocks to creating your visual communications network. Apps come pre-built but are configurable to your brand, audience and communication need, increasing engagement and relevancy. A subscription to FWI Store includes access to backgrounds, templates, plug-ins, applications, and other items for use when building static and dynamic signs as well as customizing interactive signs. The content made available to you through FWI Store™ is to be used exclusively with FWI Visual Communications Software and for no other purpose.

2) FWI Drive™. FWI Drive™ is our cloud content storage and distribution product that allows users to upload content of their choosing to a cloud-based repository from Content Manager Desktop or Content Manager Web. It provides easy storage, accessible by all Content Player platforms with the ability to download content from FWI Drive. In addition, it benefits multi-user environments since it eliminates the need to set-up your own cloud content storage. FWI Drive supports various content management capabilities, such as the ability to upload, download, replace, duplicate, and delete content. At the base level, users receive 25GB of storage with the option to purchase more.

3) FWI Mobile™. The FWI Mobile™ solution bridges the gap between public and personal displays, delivering messaging to any mobile device. FWI Mobile™ offers you the flexibility to design and implement custom, native applications, or leverage HTML5 to easily utilize existing data and present it in a web-based app interface. Both solutions enable you to leverage the strength of data integrations, through Integration Framework, to render and present real-time information. With respect to any mobile application, the parties understand and agree that publication of a mobile application to the Google or Apple Stores (or possibly an alternative

platform) are subject to certain review and certification procedures. In order to be compliant with these terms of publication, you agree that you will not provide, unlock or enable additional features or functionality of the mobile application without FWI's prior written consent and re-publication if required. Even if no changes are made to the application itself, Google, Apple or an alternative platform, may make a change that requires the re-submission of the mobile application to the respective app store for administrative or technical reasons (a "Re-Submission Request"). The parties therefore agree to notify each other before re-submitting the mobile application to the applicable Store in compliance with such Re-Submission Requests and to comply with the terms and conditions of the respective stores.

4) Third Party Subscriptions. FWI offers the opportunity to purchase a variety of third party content and management services. If you subscribe through FWI to a third party Subscription Service, FWI grants to you, and your Authorized Users, a nonexclusive license according to the terms of such Third Party, and you hereby agree to pay the subscription fees and abide by the specific licensing terms of that Third Party as set forth in the applicable Opportunity Document(s), and/or Click through licensing terms.

Other than the content made available to you through FWI Store, it is understood that you bear direct responsibility for the particular content you choose to display or otherwise utilize in your visual communications network. While FWI may configure and design the manner in which content may be displayed, the particular content accessed and chosen, and the manner in which it is displayed, stored and accessed is the sole responsibility of you, for which FWI takes no responsibility and makes no representations as to accuracy, legality or accessibility. FWI further disclaims any responsibility to maintain or store any usage statistics for the benefit of Customer for any particular period of time.

G. Trial Use of our Visual Communications Software. If you register on our website for a free trial, or otherwise request or receive a free trial, we will make one or more Visual Communications Software Licenses available to you on a trial basis free of charge through issuance of temporary license keys until the earlier of (i) the end of the free trial period for which you registered to use the Visual Communications Software Licenses, or (ii) the start date of any Visual Communications Software Licenses ordered by you. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Master Agreement by reference and are legally binding.

Any data you display and any customizations made utilizing the trial Visual Communications Software License during your free trial may be permanently lost unless you purchase a comparable Visual Communications Software License as those provided during the trial before the end of the trial period. You may not be able to transfer customizations made during the free trial to a license that would be a downgrade from the license provided by the trial.

PROFESSIONAL SERVICES ADDENDUM

FWI offers Professional Services to help you (1) Plan your visual communications strategy by consulting with you about optimal hardware, content, and infrastructure; (ii) Implement your visual communications platform through customized Statements of Work, training, and sign building; and (iii) Manage your visual communications network to assist you in maximizing your visual communications platform to its fullest potential. If you are receiving FWI Professional Services through an authorized Contractor or Distributor, then the terms of this Professional Services Addendum shall apply equally to you and to your End User. In this respect, the term “you” as utilized below, shall be deemed to include both you and your End User.

A. Overview of FWI Professional Services

The Professional Services offered by FWI are designed to support you in each phase of the solution, from consulting on visual communications strategy at the outset, to implementation, and finally to on-going support and management of your entire visual communications platform. While you may choose to manage your own visual communications network, FWI offers you the ability to out-source this responsibility through various managed services offerings, including:

Remote Monitoring & Management (RMM)

FWI's RMM agent is installed on Windows players to maintain optimum performance by monitoring attributes, anticipating failures, and interpreting key components of the visual communications system. When an issue or event is detected, the RMM service attempts resolution and in defined cases, issues an alert to the FWI Premium Support team.

Content Concierge™

The Content Concierge™ allows you to engage the FWI Managed Services™ team to execute strategic changes to your content, templates, and applications as you need them. Benefits of the Content Concierge™ include:

- Applicable and timely refresh of your advertising, promotions and other high-impact communications.
- Consistent branding and logo incorporation to maintain organizational identity conventions.
- Skilled configuration of FWI Store™ applications for greatest impact.
- Lower demands on internal resources, including training, content creation, and deployment time.

Visual Communications Management™ (VCM)

FWI offers a consulting service to assist you in developing your visual communications strategy. VCM ensures that your network is being effectively leveraged to reach your goals. A Visual Communications Manager is dedicated to you and will work directly with you, developing content strategy, deploying content, providing personalized product updates, and developing advanced training and proactive system management, all in an effort to optimize your entire network.

B. The Terms and Conditions Which Govern FWI Professional Services.

Each of our Professional Service engagements is individualized to address your particular needs and goals. Any successful implementation requires a collaborative effort between you and FWI to ensure that roles are clearly defined and that necessary tasks are identified and completed. FWI outlines these issues and proposed time lines in our customized Statements of Work. Listed below are those standard terms that generally apply to all of our Professional Services engagements.

1) Third Party Engagements: If you choose to identify and purchase your own Hardware, or implement the Visual Communications Software either yourself or through a third party other than FWI or one of its authorized subcontractors, FWI takes no responsibility for the appropriateness, quality or efficacy of the hardware purchased or professional services provided.

2) Responsibility for Content Chosen: Through the use of FWI's Visual Communications Software, you have the ability to display content of your choice, including content which you own, as well as content which you may have procured from external sources. You acknowledge and agree that FWI is not responsible for the legality or accuracy of the content you choose to display. While certain third party content sources may be purchased through FWI, the parties agree that FWI is not responsible and does not warrant the continued availability of any such third party content sources. Nor does FWI endorse any materials available from such third party sources. You acknowledge and agree that FWI is not liable for any loss or damage which may be incurred by you as a result of the availability of those third party content sources, or as a result of any reliance placed by you on the completeness, accuracy or existence of third party content sources.

3) Out of Scope Items. The following is a list of those items that are generally outside of the scope of our Professional Services engagements, unless expressly stated otherwise in the applicable Statement of Work:

- a. Any software features/functionality not based on FWI current software versions available at the time of implementation kickoff.
- b. Data migration or data entry.
- c. Any features demoed during the sales process but not specifically called out during scoping or captured in the Statement of Work.
- d. Decryption or redistribution of live video or data streams.
- e. Creation of any original content such as logos.
- f. Converting content into file formats compatible with Content Manager/Content Player.
- g. Network configurations.
- h. Modifications required to the Project Plan which are caused by aspects of the Customer's environment not previously disclosed or otherwise unknown.
- i. Works Made for Hire, as that term is defined is defined in the United States Copyright Act, 17 U.S.C.Â § 101.

4) Project Assumptions. Below is a list of standard Project Assumptions governing our Professional Services Engagements, unless specifically stated otherwise in the applicable Statement of Work:

a. If not purchased separately, you agree to be responsible for completing the software configuration of all PCs and meeting FWI configuration guidelines prior to implementation.

b. Professional Services hours estimated under a Statement of Work include efforts to troubleshoot any defects in your systems, but are limited to only the hardware and software provided by FWI. You acknowledge that any failures that are directly attributable to hardware provided by you or other factors in Company's environment, such as network, physical infrastructure, etc., may result in additional Professional Services charges.

c. If, during the implementation, new customer stakeholders and/or project resources are introduced, or existing customer team members are not available for required approvals and reviews, additional Professional Services hours and/or expanded implementation timeframes may be required.

d. If you require the project to be put on hold for any reason, you will be responsible for all Professional Services hours utilized before notification is received. All projects that are removed from hold will be subject to new schedules, timeframes, and resource assignments. Additionally, after ninety (90) days, projects may require re-engagement to include re-scoping.

e. Remote access for Content Manager is required to be confirmed a minimum of two (2) weeks in advance of scheduled training.

f. A cancellation penalty equal to 100% of estimated hours will apply to any training time not rescheduled at least 24 hours in advance for remote training or at least seven (7) days in advance for onsite training.

5) Customer Responsibilities. All Professional Services engagements require collaboration between you and FWI. The following tasks are Customer Responsibilities relative to any FWI implementation, unless expressly stated otherwise in the applicable Statement of Work:

a. You are responsible for dedicating one named Project Manager to be responsible for the implementation, provide the required approvals, and work directly with the FWI implementation team.

b. You will provide all content, approvals, and project reviews according to the agreed upon Project Plan in the Statement of Work.

c. You are responsible for identifying the particular font or typeface to be utilized on your digital signage. FWI shall not be responsible for any claims arising from the use of fonts or typefaces designated by you for use.

d. You are responsible for network configurations which, depending on your desired configuration, may include adding Player PCs or Servers to the Customer's domain.

e. You agree to provide a secure storage location for all equipment shipped to your location.

f. You agree to provide adequate ventilation for all hardware used in visual communication network.

g. If you wish to use your own MS Office Site License, you will provide registration number to FWI's Professional Services group before final hardware is shipped.

h. You agree to provide availability of at least one individual who has administrative privileges on the network for the full duration of the installation.

i. You agree to provide PC or Server for Content Manager and Content for signage network.

j. You ensure that all customer-provided hardware meets FWI hardware requirements.

k. You acknowledge that Audio will be supported if speakers are provided by you and if your chosen content has audio elements.

l. You agree to take the necessary steps to ensure that your existing network infrastructure is in place and will support the visual communication network deployment.

C. Changes To the Scope of the Professional Services Engaged.

In any implementation, it may become necessary to change the scope of the Professional Services engaged. The changes can occur for any one of the following reasons:

- 1) Discretionary changes to the project schedule.
- 2) Discretionary changes in the scope of the project.
- 3) Requested changes to the work hours of FWI or you.
- 4) Non-availability of products, resources, or services which are beyond either FWI's or yours.
- 5) Environmental or architectural changes or impediments in the Customer's environment not previously identified in Project Plan or identified in the Statement of Work.
- 6) Lack of access to personnel or facilities necessary to obtain required approval, access or authority to complete the project.

In the event that it becomes necessary to change the Statement of Work, a Project Change Request (PCR) will be the vehicle for communicating and agreeing upon a change. The PCR shall describe the change, reasons for the change, and the effect the change will have on the project, which may include scheduling changes, pricing, etc. A PCR may be initiated by either FWI or the customer based on the situation.

The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.

Both Project Managers will review the proposed change and approve or reject it. If further investigation on the part of FWI is requested in order to determine the scope of the change, any charges for that investigation will be outlined. Both Project Managers will sign the PCR, indicating the acceptance of both parties to the changes, which may affect pricing, schedules, and contractual commitments. Upon acceptance of the change request by both Project Managers, the SOW and costs will be modified appropriately, and the changes will be incorporated into the project.

HARDWARE ADDENDUM

This Addendum sets forth the terms and conditions which will govern your purchase of Hardware from FWI. If you are purchasing Hardware from FWI as an authorized Contractor or Distributor, the terms set forth below apply equally to you and to the End User.

These terms and conditions supplement the specific billing terms and conditions for Hardware purchase set out in the applicable Opportunity Document(s). Any additional or different terms in any form delivered by you shall not be honored and shall be null and void unless specifically negotiated and signed by an authorized agent of FWI. You accept and agree to comply with these terms and conditions by making a purchase or placing an order for Hardware with FWI. While these terms and conditions are subject to change, the terms and conditions in place at the time you place an order for Hardware will govern the Hardware in question.

With regard to the Hardware purchased, you consent to receive electronic records, which may be provided via web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting FWI. Electronic signatures (or copies of signatures sent via electronic means) are the legal equivalent of written and signed documents and you agree such electronic signatures shall have the same force and effect.

A. Purchase Order Terms. While you may issue a purchase order for administrative purposes, additional or different terms and conditions contained in any such purchase order will be null and void. You agree that the terms and conditions of Hardware Sales contained in this Agreement and the Opportunity Document(s) will control. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these terms and conditions of Hardware sales. This Agreement supersedes all prior communications (whether verbal, written or electronic) between the parties related to the Hardware sold.

B. Title; Risk of Loss. Title to Hardware and risk of loss or damage during shipment pass from FWI to Customer upon shipment from FWI's facility (F.O.B. Origin, freight prepaid and added) or drop shipment from FWI's supplier. FWI retains a security interest in the Hardware until payment in full is received. If Customer receives damaged product, a claim should be filed with the carrier, according to the carrier's policies and procedures.

C. Shipping Costs. You are responsible for the shipping charges incurred for the delivery of your Hardware. Estimated shipping charges for Hardware purchased by you will be identified on the applicable Opportunity Documents. These are estimates only. After the Hardware has shipped, we will invoice you for all shipping charges actually incurred, which will be due in accordance with the payment terms set forth on the Opportunity Documents and this Agreement.

D. Export Hardware Sales. If this transaction involves an export of items (including, but not limited to commodities, software or technology), subject to the Export Administration Regulations, such items were exported from the United States by FWI in accordance with the Export Administration regulations. You agree that you will not divert, use, export or re-export such items contrary to United States law. You expressly acknowledge and agree that you will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time, but currently includes

Cuba, Iran, Sudan, and Syria. You also expressly acknowledge and agree that you will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List. In addition, manufacturers' warranties for exported products may vary or may be null and void for products outside the United States.

E. Warranties. You understand that FWI is typically not the manufacturer of the Hardware purchased by you and the warranties offered are only those of the relevant manufacturer. In purchasing the Hardware, you agree that for non-FWI branded Hardware, you are relying on the manufacturer's specifications only and are not relying on any statements, specifications, photographs or other illustrations representing the products that may be provided by FWI. FOUR WINDS INTERACTIVE AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO THE HARDWARE PURCHASED BY CUSTOMER INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NONINFRINGEMENT. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer acknowledges that no employee of FWI or its affiliates is authorized to make any representation or warranty on behalf of FWI or any of its affiliates outside of those documented as the manufacturer's warranty. FWI will not be responsible for and no liability shall result to FWI or any of its affiliates for any delays in delivery which result from any circumstances beyond FWI's reasonable control, including, but not limited to, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God, or acts or laws of any government or agency. Any shipping dates provided by FWI and any purported deadlines contained in any other document are estimates only.

F. Facilitation of Return for Breach of Manufacturer's Warranty on Hardware Purchased. FWI will work with you to facilitate a return for breach of a Manufacturer's Warranty. This process is separate and distinct from the Hardware eligible for the FWI "Swap-it" program set forth in Section G below. For a claimed breach of manufacturer's warranty, please contact FWI Support at 877-204-6679, or via email at returns@fourwindsinteractive.com to initiate a return request. Upon receipt of a return request, FWI will evaluate the request in accordance with the terms of the Manufacturer's Warranty and this Agreement and, where appropriate, shall address and make a good faith effort to facilitate the issuance of a Return Merchandise Authorization (RMA) by the Manufacturer. If the RMA is issued, you must return the subject Hardware to the Manufacturer within thirty (30) days of the RMA issuance date. Nothing within this provision shall prevent you from working directly with the Manufacturer on claimed breach of warranty issues. Further, FWI makes no representation and takes no position as to when or if a breach of warranty has occurred or whether an RMA should be issued. To the contrary, FWI offers to facilitate the communication between you and the Manufacturer as a service to you, but does not take on any additional obligation as to an ultimate determination of whether a breach of warranty has occurred or whether an RMA should be issued, as those determinations remain within the exclusive province of the Manufacturer.

G. Return Privileges for Certain Hardware Purchased; The FWI "Swap-it" Program.

Certain Hardware purchased through FWI may be eligible for return privileges directly from FWI, referred to as the "Swap it" program. These specific Hardware items will be identified as eligible for return privileges on the Opportunity Document(s). You must initiate a return request within

thirty (30) days of invoice date. Please contact FWI Support at 877-204-6679, or via email at returns@fourwindsinteractive.com to initiate a return request. Upon receipt of a return request, FWI will evaluate the request in accordance with the terms of this Agreement and where appropriate shall issue a Return Merchandise Authorization (RMA). Customer must return the subject Hardware to FWI within thirty (30) days of the RMA issuance date.

1) Issuance of RMA. Hardware for which an RMA has been issued shall be returned undamaged and 100% complete. This includes manufacturer box, UPC label, packing materials, all manuals, blank warranty cards, and accessories. Display Boxes can be purchased by you for return of displays that do not have the original packaging, customer cannot return displays without Manufacturer packaging for freight damage purposes.

2) Restocking Fees. A restocking fee of 15% will be charged on all Hardware, accessories, peripherals, and parts. The Hardware returned must be in new, resalable condition for a refund or credit to be applied. If the item(s) being returned is over 50lbs, the item(s) MUST BE shipped via palletized freight or FWI will not honor the RMA.

3) Shipping Charges. You are responsible for shipping charges to FWI's distribution center for all products being shipped back to FWI. If the carrier selected by you is not used by FWI, a comparable shipping method will be selected. You are responsible for all risk of loss and damage to products being shipped back to FWI. As such, it is highly recommended that you return goods in palletized form in order to reduce risk of shipping damage. Please fully insure return shipment in case of loss or damage. Please use a carrier that is able to provide you with proof of delivery such as UPS, Federal Express or DHL. This is for your protection as well as to ensure quick action on your return. Credit may be issued after equipment has been received and inspected.

4) Terms for RMA's. While each request will be evaluated on a case by case basis in accordance with this Agreement, including the Opportunity Document(s), as a general matter RMA's for the Swap-it Program will not be granted under the following circumstances:

- a. Damage caused by improperly packing the defective product which voids the warranty.
- b. Any product on which the serial number has been defaced, modified or removed.
- c. Damage, deterioration or malfunction resulting from accident, misuse, neglect, fire, water, lightning or other acts of nature, unauthorized product modification, or failure to follow instructions supplied with the product.
- d. Repair or attempted repair by anyone not authorized by Four Winds Interactive.
- e. Products that have damage to or loss of any programs, data or removable storage media.
- f. Software or data loss occurring during repair or replacement.
- g. Any damage of the product due to shipment.
- h. Causes external to the product, such as electric power fluctuations or failure.
- i. Use of supplies or parts not meeting Four Winds Interactive's specifications.
- j. Normal wear and tear.
- k. Any other cause which does not relate to a product defect.

l. Damage to, or abuse of, the coating on the surface of the display through inappropriate cleaning.

m. Cosmetic defects or failure of non-operational components that do not inhibit the proper operation and performance of the Covered Product, such as cracked cases or broken hinges.

n. Damages or costs resulting from (i) improper electrical wiring and connections, (ii) unauthorized modifications, alterations, repairs or repair personnel, or (iii) use in any combinations not approved in the manufacturer's specifications.

o. Loss or damage caused by any physical force from a source external to the Covered Product, including, but not limited to, general environmental conditions, negligence, misuse, abuse, vandalism, spilling of liquid on the Covered Product, or acts of God.

p. Loss or damage to the Covered Product either while in storage or in the course of transit, delivery, or redelivery.