



Master Time Tailor License Agreement

This Time Tailor License Agreement (the “TT Agreement”) and the attached Standard Terms and Conditions (the “T&C’s”), that are herein incorporated by reference, are collectively referred to as the “Agreement”. This Agreement is made as of _____, 2011 (the “Effective Date”). The Time Tailor is proprietary, patented software that is bundled with and embedded in a 5U hardware unit (the “TT Unit”). As used herein, the term Time Tailor includes the proprietary software and the TT Unit. This Agreement sets forth the terms and conditions under which Prime Image Technology Solutions, LLC. (“Prime Image”) will license the Time Tailor to Customer, and Customer will license the Time Tailor from Prime Image.

TO USE OR ACCESS THE TIME TAILOR YOU MUST AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU HAVE NO RIGHT OR AUTHORITY TO ACCESS OR USE THE TIME TAILOR OR EXERCISE ANY OTHER RIGHT IN CONNECTION THEREWITH.

1. Parties to this Agreement

	Prime Image Information	Customer Information
Name:	Prime Image Technology Solutions, LLC	
Type of Organization:	Limited Liability Corporation	
Address:	200 Highpoint Drive, Suite 215	
City, State, Zip Code:	Chalfont, PA 18914	
Attention:	General Counsel	
Telephone:	(877) 774-6340	
Email Address:	legal @primeimage.com	

2. Customer Specific Terms.

- a. Attachment A: See attachment A to this Agreement which sets forth the Model Number, Identification Number, License Term and Location of each TT Unit that is subject to this Agreement.
- b. Monthly License Fee Per TT Unit: List monthly license fee.
- c. License Term: The initial license term for each TT Unit is from 1 to 5 years. Customer may select a License Term for each TT Unit that is included on Attachment A hereto. The Monthly License Fee is guaranteed for the Term of each respective license.
- d. TT 4000 Upgrade: Customer may upgrade from the TT 3500 to the TT 4000 (file to file) at no additional cost during the License Term of each license subject to a 2 year minimum License Term for each respective TT Unit.
- e. Payment Terms Per TT Unit: Customer shall pay the first month License Fee, plus a 3 month deposit at the commencement of each TT Unit license. Prime Image shall invoice Customer on a monthly basis on the first day of each month during the License Term.
- f. Installation and Tech Support: Each TT Unit includes at no additional charge:
- One month of installation, tech support, testing and training
- Ongoing tech support and the replacement of the TT Unit, if necessary
- g. Shipping: Shipping by ground to all U.S. destinations at no additional charge. Shipping charges apply to international destinations and any overnight shipping requested by Customer.
- h. Taxes: Prime Image is responsible for any U.S. state and county personal property taxes or licensing fees levied on the TT Unit. Customer is responsible for all sales and other taxes, as applicable. Customer is responsible for all international duties and taxes, as applicable.
- i. Renewals: The License is renewable at the option of Customer pursuant to the terms of this Agreement. Customer shall provide notice of renewal no later than 90 days prior to the expiration of the License Term.

- j. Termination: If any TT Unit license covered by this Agreement is terminated or not renewed, Customer shall provide 90 days advance written notice to Prime Image and shall return the TT Unit to Prime Image. Prime Image shall refund the 3 month deposit within 30 days of receipt of the returned TT Unit.
- k. Master Agreement: This is a master agreement and covers the Customer and its worldwide affiliates.

Each of the Parties has duly executed this Agreement as of the Effective Date.

PRIME IMAGE TECHNOLOGY SOLUTIONS, LLC

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Time Tailor License Agreement Standard Terms and Conditions

These Standard Terms and Conditions (“the T&C’s”) govern your use of Prime Image Technology Solutions, LLC. (“Prime Image”) Time Tailor proprietary software, services and applications set forth in the Time Tailor License Agreement (“the TT Agreement”) and any and all updates, modifications, revisions, and releases, provided by Prime Image under this Agreement and made available to and accessed by you. Defined terms used in this T&C’s have the same meaning as defined in the TT Agreement. You (“Customer”) desire to use and access the Time Tailor solely for use in connection with Customer’s internal business operations.

The Time Tailor is licensed not sold. This Agreement grants you certain rights to use the Time Tailor. Prime Image reserves all rights not expressly granted to you in this Agreement. The Time Tailor is protected by patents, copyright and other intellectual property laws.

TO USE OR ACCESS THE TIME TAILOR YOU MUST AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU HAVE NO RIGHT OR AUTHORITY TO ACCESS OR USE THE TIME TAILOR OR EXERCISE ANY OTHER RIGHT IN CONNECTION THEREWITH.

1. License. Subject to the terms and conditions hereof, Prime Image hereby grants to Customer during the Term, a limited, non-exclusive, non-sublicenseable, nontransferable license to use the Time Tailor as set forth in this Agreement.

2. Security Code Activation. Upon signing this Agreement, Customer will receive a security code to activate the software for first Period Covered during the License Term. Ninety days prior to the end of the each Period Covered and upon payment of the appropriate License Fee, Customer shall receive a new security code to activate the Time Tailor for the next Period Covered.

3. Location of the Time Tailor. Customer shall list the physical location of the Time Tailor in Section 2 of the TT Agreement. Customer shall promptly notify Prime Image if the Time Tailor is moved to another location not at the same address and shall include the full postal address (no P.O. boxes) and the date of the move.

4. Scope of Use. The Time Tailor is licensed for installation and use only in the manner it was provided to Customer. Customer will use the Time Tailor only for its own internal business operations and will not permit the Time Tailor to be used by or for the benefit of anyone other than Customer. Customer will not re-license or sell rights to access and/or use the Time Tailor or to transfer or assign rights to access or use the Time Tailor. Customer may not modify, translate, reverse engineer, decompile, disassemble the software or hardware or create derivative works based upon the Time Tailor. Customer agrees to use the Time Tailor in a manner that complies with any agreement it has with a third party, including but not limited to advertising, licensing or programming agreements, and all applicable laws including intellectual property, copyright, and export laws. Customer expressly agrees that it will not use the Time Tailor on any video content it does not own or is not authorized to alter via a license or other agreement. Prime Image expressly reserves all rights not expressly granted to Customer herein. Customer will not transmit or share security or license key codes to anyone other than Customer.

5. Support Services and Updates. During the Term, Prime Image will provide to Customer, at no additional charge, support services for the Time Tailor as set forth in this Section 5. Prime Image shall provide to Customer, from 9:00 a.m. to 5:00 p.m. EST Monday through Friday, excluding Prime Image holidays, (“Normal Business Hours”), telephone assistance regarding Customer’s proper and authorized use of the Time Tailor. Prime Image shall provide to Customer, during Prime Image’s Normal Business Hours, commercially reasonable efforts in solving Errors reported by Customer. An “Error” means failures of the Time Tailor to perform in accordance with the operating manual. Customer shall provide to Prime Image reasonably detailed documentation and explanation, together with underlying data, to substantiate any Error and to assist Prime Image in its efforts to diagnose, reproduce and correct the Error. These support services shall be provided by Prime Image at Customer location(s) if and when Prime Image and Customer agree that on-site services are necessary to diagnose or resolve the problem. Prime Image will provide free updates to Customer for the Time Tailor Model specified in this Agreement during the License Term. Prime Image shall provide, and Customer shall promptly install any modifications, revisions and updates to the Time Tailor, which Prime Image, in its sole discretion, incorporates into the Time Tailor. At Customer’s reasonable request and subject to the availability of Prime Image’s personnel, Prime Image may, in its sole discretion, provide additional installation services, training, consulting services, custom modification programming, and support services relating to custom modifications in accordance with separate terms agreed to by the parties. In the event that remote support is provided by Prime Image,

Customer agrees to provide access to Customer systems and related assistance as Prime Image or its agents may require, and to implement all appropriate backup procedures with respect to its data and systems prior to providing such access. Prime Image expressly disclaims all liability for the recovery of Customer data. If an Error persists, Prime Image, in its sole discretion, may replace the Time Tailor at its own expense.

6. License Fees and Payment Terms. All rights granted to Customer hereunder are pursuant to Prime Image’s receipt of Customer’s payment. Customer shall pay to Prime Image or its designee, all fees as indicated in the Agreement. License fees are based on the Time Tailor License Term and not on actual usage. All references to payment and currency in the Agreement and any purchase orders are in U.S. dollars unless otherwise indicated. Any services performed except as specifically provided in this Agreement will be billed at Prime Image’s then-applicable rates for such services unless otherwise mutually agreed in writing by the parties. Prime Image reserves the right to adjust pricing of the Time Tailor license fees from time to time. Notwithstanding anything to the contrary, Customer’s License Fee shall remain fixed per this Agreement during the License Term. All prices for the Time Tailor are exclusive of sales, use, VAT, excise and similar taxes. Customer is responsible for and will pay all such taxes assessed on the Time Tailor, as applicable, excluding only taxes related to the net income of Prime Image. Any overdue payments will bear a late payment fee of 1.5% per month, or, if lower, the maximum rate allowed by law until paid in full. All amounts paid are non-refundable and not subject to set-off. Following (10) days written notice from Prime Image (“Notice”), if Customer fails to pay to Prime Image within five (5) days after receipt of the Notice, including any past-due amounts payable under this Agreement (including interest thereon), then Prime Image may, in its sole discretion and without further notice to Customer, suspend performance of any or all of its obligations under this Agreement (including disabling the Time Tailor or any ongoing support) and Prime Image shall have no liability with respect to Customer’s use of (or inability to use) the Time Tailor until all past due amounts are paid in full.

7. Ownership. As between Prime Image and Customer, all title, ownership rights, and intellectual property rights to the Time Tailor are, and will at all times remain, the sole and exclusive property of Prime Image and/or its licensors. Prime Image and/or its licensors will hold all title, ownership rights, and intellectual property rights to any modifications, updates, copies, translations, improvements, adaptations or incorporations of the Time Tailor, no matter by whom made or paid for. Without limiting the generality of the foregoing, Prime Image retains all ownership and intellectual property rights to (i) anything developed by Prime Image and licensed to Customer under this Agreement resulting from any services provided by Prime Image; (ii) all materials developed by Customer or on behalf of Customer that are derivative works of the Time Tailor or any other programs or services; and (iii) any and all data, data compilations and data bases, information, materials, know-how, or analytical methods contained therein. Except as specifically provided in this Agreement, Customer shall have no right or license by virtue of this Agreement to use or exploit any of the intellectual property of Prime Image. Prime Image represents that its trade name and trademarks appearing on its products are valid and Customer shall have no right, title or interest in such trade names or trademarks.

8. Customer’s Obligations. Customer is solely responsible for all data or other content that Customer uploads to the Time Tailor (“Customer Materials”), including (a) the accuracy, quality, authorized use of and correctness of such Customer Materials; and (b) the selection and design of Customer’s business controls and the implementation of those controls within Customer’s organization on the access and use, backup and recovery and the

security of the Time Tailor and Customer Materials. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Time Tailor and notify Prime Image promptly of any such unauthorized access or use. Unless otherwise agreed by the parties, Customer shall be responsible, at its own expense, for procuring and maintaining the computer hardware, systems software and other software, data feeds, telecommunications, networks, peripherals and other items and services other than the Time Tailor provided by Prime Image hereunder ("Third Party Products"). Customer acknowledges that Prime Image does not expressly or otherwise warrant the integrity of any Third Party Products. Customer shall be solely responsible for all aspects of Third Party Products. Services provided hereunder do not include any troubleshooting, break/fix or other services required for Prime Image to correct problems caused by Third Party Products (as documented by Prime Image with a reasonable amount of certainty through root cause analysis).

9. Confidentiality. "Confidential Information" means any and all information that is conspicuously designated as confidential or proprietary, or if provided orally, identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days of disclosure. Notwithstanding the foregoing, Confidential Information of Prime Image shall include the Time Tailor and all non-public information disclosed by Prime Image or its licensors relating to its technology, customers, business plans, promotional and marketing activities, finances and other business affairs, and any third party information which Prime Image is obligated to keep confidential. Each party hereby agrees that it will not disclose to a third party any Confidential Information received from the other party, or use or copy any Confidential Information received from the other party for any purpose other than as expressly permitted under the terms of this Agreement, as necessary to perform a party's obligations under this Agreement, or as expressly authorized in writing by the other party. Each party will use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care.

10. Term and Renewal. Subject to termination as provided herein, the initial term of this Agreement will continue for a period set forth in the TT Agreement. Customer shall have the right to renew the Agreement pursuant to the existing terms and conditions at the time of renewal, but not less than ninety days prior to the expiration of the current License Term and upon payment of the corresponding license fee. If this Agreement is terminated or is not renewed by Customer, Customer shall promptly return the Time Tailor to Prime Image at the end of the License Term.

11. Termination. Either party will have the right to terminate this Agreement at any time if the other party fails to perform any obligation under this Agreement (including the obligation to pay all amounts due) and, with the exception of nonpayment of the License Fee on the respective Due Date, fails to cure such nonperformance within ten (10) days of written notice of such failure. Either party may terminate this Agreement immediately, subject to applicable law, upon the other party's liquidation, commencement of dissolution proceedings, disposal of assets, failure to continue business, assignment for the benefit of creditors, or if the other party becomes the subject of a voluntary or involuntary bankruptcy or similar proceeding. Upon reasonable judgment to act and upon prior written notice to Customer, Prime Image may suspend Customer's license to investigate if Customer (a) seeks to hack or break any security mechanism on any of the Time Tailor or Prime Image otherwise determines that Customer's use of the Time Tailor poses a security or service risk to Prime Image's products, or to any other user of Prime Image's products, or may subject Prime Image to any third party to liability, damages or danger; (b) Customer's use of the Time Tailor in a way that disrupts or threatens the Time Tailor; (c) Prime Image receives notice or otherwise determines, in its sole discretion, that Customer may be using the Time Tailor for any unauthorized or illegal purpose or in a way that violates the law or violates, infringes, or misappropriates the rights of any third party; or (d) Prime Image determines, in its sole discretion, that its provision of any of the Time Tailor to Customer is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason. In the event the investigation reveals a basis for any of the above-stated violations by Customer, this Agreement may be terminated by Prime Image immediately. In the event the investigation reveals no findings of the above referenced violations, Prime Image shall promptly restore the license. Upon any termination of this Agreement, all rights granted herein will revert to Prime

Image and all licenses will terminate, and Customer will make no further use of the Time Tailor and will promptly return the Time Tailor and documentation. Termination of this Agreement has no effect on Customer's obligation to pay all fees and other amounts accrued prior to the termination date. Should this Agreement terminate due to Customer's breach, Customer will promptly pay to Prime Image an early termination charge equal to the difference between the total fees due under this Agreement and the fees paid to Prime Image as of the date of termination. Sections 7, 9, 12, 13, 14, 15, 16, 17, 18 and 24 will survive termination of this Agreement.

12. Customer Warranties. Customer represents and warrants that it: (a) will not use the Time Tailor in any manner which is in violation of any laws, governmental regulations or tariffs; (b) will comply with all relevant export, encryption and data privacy laws and regulations in any territory in which the Time Tailor is located; and (c) has the necessary rights and licenses, consents, permissions, waivers and releases to enter into this Agreement and to use and display Customer Materials.

13. Prime Image Warranties. Prime Image warrants that the Time Tailor and related services performed under this Agreement shall be performed by qualified personnel with the proper skill, training, and experience so as to be able to perform competently and in a manner consistent with good practice in the information technology services industry and that all work shall be performed in accordance with this Agreement. During the License Term, Prime Image will promptly correct any defects in material or workmanship, or any failure of the Time Tailor to perform as specified in the documentation, at no charge for labor or materials. Any replacement parts/products will be new or serviceably used, Customer must promptly notify and return to Prime Image any Time Tailor that is defective in material and/or workmanship.

14. Exclusions from Warranty. This limited warranty covers normal use. Prime Image does not warrant or cover damage caused by impact with other objects, dropping, falls, spilled liquids, or immersion in liquids; damage caused by a disaster such as a fire, flood, wind, earthquake, or lightning; damage caused by unauthorized attachments, alterations, modifications or foreign objects; damage caused by the use of the Time Tailor for purposes other than those for which it was designed; damage from improper maintenance; or damage caused by any other abuse, misuse, mishandling, or misapplication by Customer.

15. Warranty Disclaimers. THE TIME TAILOR IS PROVIDED "AS IS," EXCEPT AS EXPRESSLY PROVIDED HEREIN, PRIME IMAGE AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE TIME TAILOR INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PRIME IMAGE AND ITS LICENSORS AND SUPPLIERS DO NOT WARRANT THAT THE TIME TAILOR, CLIENT MATERIALS, OR ANY INFORMATION, OUTPUT OR RESULTS OBTAINED THEREFROM WILL BE UNINTERRUPTED, SECURE, ACCURATE, TIMELY, VIRUS-FREE OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE TIME TAILOR. THE TIME TAILOR IS FOR INFORMATIONAL PURPOSES ONLY AND ULTIMATE EDITING DECISIONS WILL BE MADE BY THE USER.

16. Limitation of Liability. Prime Image shall not be liable for or in breach of any provision of this Agreement arising from any failure of Prime Image to perform its obligations under this Agreement, infringement or any other matter to the extent attributable to any unauthorized or improper use or modification of the Time Tailor, any third party computer hardware, systems software and other software, telecommunications, networks, peripherals or other or items or services, even if provided by Prime Image pursuant to this Agreement, or any breach of this Agreement by Customer. EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 5, 7 OR 14, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (TORT, CONTRACT OR OTHERWISE) WILL EITHER PARTY OR ITS SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR ALTERATION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT,

EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING EXCLUSIONS WILL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED HEREIN. EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 5, 7 OR 14, OR FOR UNPAID BUT ACCRUED CHARGES OR FEES, IN NO EVENT SHALL EITHER PARTY BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS OF THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER UNDER THE TT AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE ACT OR EVENT RESULTING IN SUCH LIABILITY. The parties agree that the foregoing represents a fair allocation of risk hereunder and is a material inducement to the parties entering into this Agreement.

17. Indemnification. Prime Image will defend Customer against any third party claim that any Time Tailor infringes its intellectual property rights and indemnify Customer from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Prime Image, if (a) Customer notifies Prime Image in writing no later than thirty (30) days after Customer receives notice of the claim (or sooner if required by applicable law), (b) Customer gives Prime Image sole control of the defense and any settlement negotiations, and (c) gives Prime Image the information, authority and assistance Prime Image needs to defend against or settle the claim. The foregoing obligation of Prime Image does not apply (i) to the extent the Time Tailor is combined with any non-Prime Image software, processes or materials where the alleged infringement would not have occurred without such combination; (ii) where the allegedly infringing activity continues after Prime Image has informed Customer of modifications that would have avoided the alleged infringement; (iii) where Customer's use of the Time Tailor is not authorized by or used for the purposes set forth in this Agreement; and (iv) to any infringement or alleged infringement arising from any content, information or data provided by Customer, end users or any third party. Customer will indemnify and hold harmless Prime Image from all damages, settlements, attorneys' fees and expenses related to a claim of infringement or misappropriation excluded from Prime Image's indemnity obligation by the foregoing sentence. If any applicable infringement claim is initiated, or, in Prime Image's reasonable opinion, is likely to be initiated, then Prime Image may, at its option and at its sole cost and expense, (i) modify or replace the infringing part of such products or services so that it is no longer infringing, (ii) procure for Customer the right to continue using the infringing part of such products or services, or (iii) if Prime Image can neither acquire the right to continue using nor replace or modify the infringing part of such products or services then remove the infringing part of such products or services and refund to Customer a pro rata amount of the license fee paid by Customer for the infringing part of such products or services. THE FOREGOING STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND PRIME IMAGE'S SOLE LIABILITY, WITH RESPECT TO CLAIMS OF INFRINGEMENT OF PROPRIETARY RIGHTS OF ANY KIND. Customer will defend, indemnify, and hold harmless Prime Image, its licensors, and its and their affiliates, officers, directors, agents and employees from and against any and all third-party claims, losses, damages, actions, demands, liabilities, judgments, penalties, fines, costs or expenses, including reasonable attorneys' costs and fees, arising out of or in connection with (i) Customer's access to and use of the Time Tailor in a manner not authorized by this Agreement, including the unauthorized time reduction of video advertisements and video program content, or in violation of any applicable restrictions or law; (ii) Customer's Materials or the combination thereof with other applications, content or processes, including any claim involving infringement or misappropriation of third-party rights and/or the use, development, design, manufacture, production, advertising, promotion and/or marketing of Customer Materials; and (iii) breach of Customer's representations and warranties herein. Prime Image will have the right to suspend the Customer's use of the Time Tailor in the event of any claim of infringement.

18. Right of Inspection Prime Image reserves the right to require Customer to make the Time Tailor available for inspection at the location specified in this Agreement to enable Prime Image to determine the current operating condition of the Time Tailor and Customer's compliance with this

Agreement. Prime Image shall conduct such review at its own expense during normal business hours and to the extent reasonably possible, in a manner that does not unreasonably interfere with Customer's ordinary business operation. Customer shall cooperate with Prime Image in connection with such review including reasonable access to personnel and Customer's facilities.

19. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws provisions thereof. The application of the Uniform Computer Information Transactions Act is expressly excluded. In any action based upon, arising from, or relating to this Agreement, (a) each of the parties irrevocably consents to the exclusive jurisdiction and venue of the federal courts located in Philadelphia, Pennsylvania, and state courts located in Bucks County, Pennsylvania; (b) each of the parties irrevocably waives the right to trial by jury; and (c) each of the parties irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice in accordance with this Agreement. In any action relating to the subject matter of this Agreement, the prevailing party will be entitled to recover reasonable legal fees and related costs.

20. Independent Contractor. In making and performing this Agreement, the parties act and will act at all times as independent contractors and nothing contained in this Agreement will be construed or implied to create the relationship of principal-agent, partner, joint venturer, franchisor-franchisee or employer-employee between the parties. At no time will either party have any right, power or authority to create any obligation or responsibility on behalf of the other party. Notwithstanding anything to the contrary herein, upon prior review and approval by Customer, Prime Image may identify Customer as a user of the Time Tailor in press releases, promotional material, collateral, and on Prime Image's website.

21. Geographic Scope. Prime Image makes no representation that the Time Tailor is appropriate or available for use outside the United States, and access to it from outside the United States is at Customer's own risk.

22. Force Majeure. Except for Customer's obligations to pay Prime Image hereunder for amounts due as of the date of the Force Majeure, neither party will be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control, including earthquakes, loss of utilities, and in the case of the Time Tailor any Internet access related problems including any unavailability caused by circumstances beyond Prime Image's control, or other disasters or related problems beyond the demarcation point of Prime Image. If, as a result of unforeseeable circumstances, Acts of God, war (declared or undeclared), riot, revolution, fires, floods, strikes, labor disputes, sabotage, terrorist attacks, epidemics or other similar causes beyond the reasonable control of the parties (a "Force Majeure"), either party is unable to perform or is materially delayed in the performance of any of its obligations hereunder, such failure or delay shall not be deemed a breach of this Agreement, but such obligations shall remain in full force and effect and shall be performed or satisfied pursuant to this Agreement, as soon as legally and practically possible after the termination of the Force Majeure; provided that in the event such Force Majeure continues for more than forty-five (45) days or is of such nature that it is obvious it will continue for at least forty-five (45) days, then either party may terminate this Agreement upon twenty (20) days' written notice. During the pendency of any Force Majeure, each of the parties shall take all reasonable steps to mitigate the effects of such Force Majeure on this Agreement.

23. Assignment. Customer may not assign or transfer its rights or delegate its obligations under this Agreement, including if Customer divests into a separate entity substantially all of the assets and liabilities of a portion of the business for which Prime Image is providing the Time Tailor or any services under this Agreement, without Prime Image's prior written consent. Prime Image may freely assign and transfer this Agreement or any of its rights or obligations hereunder. Any attempted assignment or transfer in derogation of the foregoing will be void. This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

24. Miscellaneous. Written communications, including notices to the receiving party's designated representative are to be sent to the address (physical, e-mail or facsimile) specified on Page 1 of this Agreement. Upon termination, Customer shall return the Time Tailor to the address on Page 1 of

this Agreement or another address designated in writing by Prime Image. The parties consent to the use of electronic means to send and receive communications in connection with the business relationship arising out of this Agreement, and such communications are acceptable as a signed writing. If any term or condition of this Agreement is held to be unenforceable, it will be reformed only to the extent necessary to make it enforceable, and will not affect the enforceability of the remaining provisions hereof. This Agreement represents the complete agreement and understanding between the parties concerning the Time Tailor and supersedes all other agreements, written or oral, regarding its subject matter. In the event that Customer issues a purchase order or any other document, it is specifically agreed that the same is for internal purposes only, and the terms of this Agreement will prevail in the event of any conflicting terms and conditions or other inconsistencies. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation."

25. Additional Notices. The Time Tailor may be used in an automated system that includes Third Party Products that are subject to different terms. Your installation and use of those components is subject to the terms of the respective vendors.

Prime Image may include information about Third Party Products and services, including links to web sites run by other vendors. Prime Image is not responsible for and does not endorse or sponsor any third party information.

MPEG-2. MPEG-2 technology may be included with the Time Tailor. MPEG LA, L.L.C. requires this notice:

ANY USE OF THIS PRODUCT OTHER THAN CONSUMER PERSONAL USE IN ANY MANNER THAT COMPLIES WITH THE MPEG-2 STANDARD FOR ENCODING VIDEO INFORMATION FOR PACKAGED MEDIA IS EXPRESSLY PROHIBITED WITHOUT A LICENSE UNDER APPLICABLE PATENTS IN THE MPEG-2 PATENT PORTFOLIO, WHICH LICENSE IS AVAILABLE FROM MPEG LA, L.L.C., 250 STEELE STREET, SUITE 300, DENVER, COLORADO 80206

MPEG-4. MPEG-4 technology may be included with the Time Tailor. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE MPEG-4 VISUAL PATENT PORTFOLIO LICENSE FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER FOR (i) ENCODING VIDEO IN COMPLIANCE WITH THE MPEG-4 VISUAL STANDARD ("MPEG-4 VIDEO") AND/OR (ii) DECODING MPEG-4 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED BY MPEG LA TO PROVIDE MPEG-4 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION INCLUDING THAT RELATING TO PROMOTIONAL, INTERNAL AND COMMERCIAL USES AND LICENSING MAY BE OBTAINED FROM MPEG LA, LLC. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com). THIS PRODUCT IS LICENSED UNDER THE MPEG-4 SYSTEMS PATENT PORTFOLIO LICENSE FOR ENCODING IN COMPLIANCE WITH THE MPEG-4 SYSTEMS STANDARD, EXCEPT THAT AN ADDITIONAL LICENSE AND PAYMENT OF ROYALTIES ARE NECESSARY FOR ENCODING IN CONNECTION WITH (i) DATA STORED OR REPLICATED IN PHYSICAL MEDIA WHICH IS PAID FOR ON A TITLE BY TITLE BASIS AND/OR (ii) DATA WHICH IS PAID FOR ON A TITLE BY TITLE BASIS AND IS TRANSMITTED TO AN END USER FOR PERMANENT STORAGE AND/OR USE, SUCH ADDITIONAL LICENSE MAY BE OBTAINED FROM MPEG LA, LLC. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com) FOR ADDITIONAL DETAILS.0155-00001-01 Rev. B April 2010

H.264/AVC technology may be included with the Time Tailor. MPEG LA, L.L.C. requires this notice:

THE AVC FUNCTIONALITY IN THIS PRODUCT IS LICENSED HEREIN ONLY FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (ii) DECODE AVC VIDEO THAT

WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR AVC VIDEO THAT WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. INFORMATION REGARDING OTHER USES AND LICENSES MAY BE OBTAINED FROM MPEG LA L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com).

26. Official Language. If this Agreement is translated into another language besides English, the English language version shall be the official version

Master Time Tailor License Agreement
Attachment A

Unit Control #	TT Model	Unit ID Number	License Term		Location/Address of TT Unit (no P.O. Boxes)
			Start Date	End Date	
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

PRIME IMAGE TECHNOLOGY SOLUTIONS, LLC

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____