



## TravelEze Software Subscription Agreement

This TravelEze Software Subscription Agreement ("Agreement") is made and entered into between TravelEze ("Company") and the undersigned ("Subscriber"). The parties hereby agree to the following terms and conditions:

**1. GRANT.** Company grants Subscriber a non-transferable, non-exclusive, non-commercial subscription to use the Companies Visitor Information/Lobby Concierge Kiosk Software Program (hereafter "program"). **This agreement is not a sale. Title and copyrights of the program, and accompanying materials remain the property of TravelEze.**

(A) Subscriber will use the Program on a kiosk(s) only upon:

- (1) completion and submission of fully executed subscription Agreement;
- (2) purchase of a kiosk
- (3) payment of the appropriate annual subscription fee for each kiosk purchased.

(B) Subscriber may not:

- (1) modify, translate, reverse engineer, decompile, disassemble, unencrypt, create derivative works based on, or copy the program or accompanying materials;
- (2) sell, disclose, or otherwise make the program available to unauthorized third parties;

**2. ANNUAL SUBSCRIPTION FEES.** The following Annual Subscription Fees are applicable for EACH Kiosk location based on the number of Visitor Information / Lobby Concierge Kiosk location subscriptions.

<i>Number of Kiosk Locations</i>	<i>Annual Subscription Fee</i>
1	<i>\$1800.00 per location</i>
2 - 49	<i>\$1600.00 per location</i>
50 - 99	<i>\$1400.00 per location</i>
100 +	<i>Call for Quote</i>

**(a) Payment of Annual License Fees.** Subscriber shall submit both the payment of the annual subscription fee in advance along with one (1) fully executed original copy of this Agreement that has been signed by a duly authorized representative of Subscriber's organization, acknowledging understanding and acceptance of the terms of this Agreement by mail to Company. Annual Subscription Fee subject to change upon renewal.

**3. AD BANNERS – PREMIER POSITIONS.** Company retains all rights to thirty six (36) rotating ad banners appearing on the left frame of it's Visitor Information / Lobby Concierge Kiosk Programs and 15 premier positions located on each listing page of the Companies kiosk program. Ad banners sold on the Lobby Concierge program shall be to non-competing (no lodging) businesses. Subscriber may elect to sell the rotating ad banners and premier positions on their own kiosk(s) by selecting that option at the signature area of this agreement, subject to a ten (10) percent revenue share to Company on all gross sales. Upon election Company shall provide Subscriber access to its CityLights kiosk management software on Companies secure username, password accessible Internet server. Software shall allow Subscriber means to add, manage, track and print user activity for the banner positions and premier positions on Subscribers kiosk(s).

**4. TERM.** Following delivery of Subscribers kiosk(s) and Companies receipt of one original fully executed Agreement and annual subscription fee for each kiosk purchased from Company, the Subscription shall be in effect for one year. Company shall provide Subscriber a notice of renewal invoice sent by email, not less than 30 days prior to the renewal date, at the email address contained within this Agreement.

**5. TERMINATION.** Non-payment of any subscription fees and or revenue shares due Company will result in automatic termination of this Agreement. Unauthorized use of the Program (alone or merged with other software) on any kiosk or computer not sold and subscribed to by Subscriber, or failure to comply with the above restrictions will result in automatic termination of this Agreement. Upon termination of this Agreement, Subscriber will, within twenty four (24) hours, reformat the kiosk(s) hard drive to remove the Companies programs. All outstanding fees and revenue shares are due at termination.

**6. OWNERSHIP.** Company owns all rights, title and interest in its program and accompanying copyrightable work that may be created by or on behalf of Subscriber.

**7. BRANDING** “TravelEze”, “Powered by TravelEze” Logos. On each TravelEze Powered Page, TravelEze shall have the right to include a prominent (no greater than 120 pixels x 35 pixels), above the fold, non-rotating, clickable TravelEze logo on each page of the Companies programs.

**8. COMMUNICATION.** Subscriber should contact Company at the following address if Subscriber has any questions or comments.

**TravelEze**  
484B Washington St. Suite 410  
Monterey, Ca 93940  
[subscriptions@traveleze.com](mailto:subscriptions@traveleze.com)  
Toll Free: 800.676.1386  
Phone: 831.658.0801  
Fax: 831.658.0802

**9. PROPRIETARY RIGHTS – INDEMNIFICATION.** Subscriber shall indemnify and hold Company harmless against any action based on any claim arising from the conduct of Subscriber’s business which may or may not be known to Company including the obligation to defend at its expense all suits against Company based upon such a claim and shall pay all costs and damages finally awarded against Company in such suit, provided that Company shall notify Subscriber promptly in writing of such suit and at Subscriber’s request and at its expense is given control of such suit and all reasonable requested information and assistance for defense of same. Subscriber shall not be liable for any costs or expenses incurred by Company after it has assumed the defense of such action. Company shall have the right to be represented by its own attorney at Companies expense.

#### **10.0 DISCLAIMER OR WARRANTY AND LIMITATION OF DAMAGES**

TRAVELEZE PROVIDES IT’S TECHNOLOGY TO SUBSCRIBER ON AN “AS IS” BASIS. TRAVELEZE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, REGARDING THE TRAVELEZE TECHNOLOGY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRAVELEZE BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, LOSS OF USE, DATE OR PROFITS, INTERRUPTION OF BUSINESS OR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION FOR CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER SUCH PROVISION. FURTHER, IN THE EVENT THAT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SHALL REMAIN IN EFFECT. THE LIABILITY OF EACH PARTY, RESPECTIVELY, IN ANY SINGLE EVENT OR IN THE AGGREGATE, SHALL NOT EXCEED THE FEES PAID BY SUBSCRIBER TO TRAVELEZE HEREUNDER.

**11. GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the State of California. Any suit or proceeding relating to this Agreement shall be commenced exclusively state or federal courts in Northern California District Courts and each party irrevocably submits to the exclusive jurisdiction and venue of such courts.

**12. ENTIRE AGREEMENT.** This Agreement is the entire agreement between Subscriber and Company. If any provision of this Agreement is held to be unenforceable, the remainder of this agreement shall continue in full force and effect. This Agreement may not be assigned, amended or extended except by further specific written agreement of the parties signed by their respective duly authorized representatives.

**IN WITNESS WHEREOF,** the Subscriber has caused its duly authorized representative to execute this Agreement. This Agreement shall become effective as of the date of execution by Subscriber.

**Subscriber:**

( ) I elect to sell my own Premier Positions and 36 rotating Ad Banners

Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, and Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Company:** TravelEze  
484B Washington St. Suite 410  
Monterey, Ca 93940

Accepted: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_