



KIOSK LICENSE AGREEMENT

This Kiosk License Agreement (“Agreement”) is made as of this ____ day of _____, 20__ by and between _____ (“Licensee”) with a principal place of business at _____, _____ (address) _____ (city), _____ (state), Zip Code _____, _____ (country) and TravelEze, with its principal place of business at 484B Washington St. Suite 410 Monterey, California 93940 (“Licensor”). Licensee and Licensor are sometimes referred to singly as “party” and collectively as the “parties.”

WITNESSETH

WHEREAS, Licensor has designed and developed an internet kiosk program and database based on its Technology (“Licensor Technology” and as further described below) and software and underlying documentation for use in Licensor’s internet kiosk program (“Licensor Software Technology” and as further described below) accessed by Licensor’s domain name of “TravelEze.com” (“Licensor’s Trademark”) and through the operation of its web site provides related products and services over the world wide web with related links to the travel, entertainment, lodging and restaurant industry, collectively referred to as “Licensor Architecture” (as further described and defined below); therefore Licensor grants to Licensee an non-exclusive License for the Territory defined as: _____ and all cities in a surrounding fifty mile radius.

WHEREAS, Licensee is desirous of using and licensing Licensor’s Technology and Licensor’s Software Technology and Licensor Architecture for the purpose of: (i) providing visitor information for the Territory as defined herein based on Licensor’s Technology and Licensor’s Software Technology and Licensor Architecture (ii) to link to Licensor’s internet services on its web site through public access kiosks. (iii) to use Licensor’s Technology and Licensor’s Software Technology and Licensor Architecture on the terms and conditions set forth herein for the purpose of becoming a Licensee of Licensor and (v) to use and operate Licensor’s database on the same conditions and operations as that of Licensee;

WHEREAS, the parties agree that Licensor’s Technology and Licensor’s Software Technology and Licensor Architecture has significant independent value;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

DEFINITIONS

“Effective Date” shall mean the date first set forth above.

“Internal Use” shall mean the use of a product (whether hardware, software or a combination thereof) to perform its intended customary function by and for the benefit of the party using the product and not for sale, distribution or sublicensing to others. Internal Use includes, but it is not limited to, evaluation, development, maintenance, customer support, employee training and the like.

“Licensor” shall mean TravelEze, with a principal place of business at 484B Washington Street Suite 410 Monterey, California 93940, and each of its subsidiaries in which TravelEze.com, LLC directly or indirectly owns more than fifty percent (50%) of the voting stock.

“Licensor Architecture” shall mean the Licensor computer organization, structure and content, or portions thereof, as designed and enhanced by Licensor, including but not limited to, the Licensor instruction set and interface specifications as set up.

“Licensor Architecture Documentation” shall mean the manuals, instructions, user guides and other documentation relative to the Licensor Architecture, Licensor Technology or Licensor Systems, including all modifications, updates, derivations of and any other changes thereto, whether in written, graphical, human readable or machine-readable form, and in any media, which Licensor offers for sale or distribution to third parties in the ordinary course of business, and as may be set forth in Licensor’s price list, documentation, catalog, web site, Linking Agreements, Banner Listing Agreements, Premiere Position Listing Agreements, or similar publication.

“Licensor Systems” shall mean systems containing one or more Licensor’s Technology and Licensor Architecture.

“Licensor Technology” shall mean all databases whether created or populated by Licensor, Licensee, Business Owner or any

other affiliate of either party, models, utility and design, underlying the creation, operation and use of Licensor's web site, including all copyrights to all works, mask work rights, trademarks, trade secrets and know-how or portions thereof owned, licensed or otherwise acquired by Licensor as of the Effective Date or thereafter during the term of this Agreement with respect to the Licensor Web Site, Design, Licensor Documentation, Licensor Models, and Licensor's Software. Licensor Technology shall also mean any technology for the design or construction of the website pages that are based upon Licensor's web site pages and that are used in the construction and creation of the kiosk database as operated and created by Licensor all other products or designs that so incorporate.

"Licensor's Derivative Technology" shall mean all derivative products or web site design or system based upon Licensor's Technology or Licensor's Software Technology, including all derivatives produced there from which (i) embodies, incorporates or is based upon part or all of the Licensor's Technology, and (ii) is embedded in a design for kiosk, or communications applications over the internet.

"Licensor's Trademarks" means all the trademarks, trade names, service marks and domain names currently used, registered or reserved by Licensor on any database with any agency, and all those marks that are confusingly similar thereto and the goodwill associated therewith specifically including, "Licensor.com", "TravelEze.com", "Travel-eze.com", "Licensor Reservations", "changing the way the world travels", "the internet's most comprehensive travel directory", "application software for the travel industry", "city lights visitor information", "traveleze visitor information", "powered by traveleze", "lobby concierge", "lobby concierge guest information", "lobby concierge city information".

"Revenue Share" shall mean the gross selling price for each Kiosk Premier Position, Ad Banner, Click Through and Push-to-Call phone sales, or any additional revenue generating sources developed on behalf of the licensee (as these terms are defined below) on Licensor's content pages sold by the Licensee, for the period, in which compensation is being computed.

"Source Materials" shall mean Licensor Architecture, Licensor Architecture Documentation.

"Territory" shall be defined as the city containing the physical location(s) of the kiosk(s) as identified in this agreement

1.0 OWNERSHIP

Licensee acknowledges that all right, title and interest in the Licensor's Technology and Licensor Architecture and Licensor's model are exclusively owned by Licensor. Licensee receives no licenses except as expressly granted in this Agreement. Licensee agrees it will not assert any copyright, trademark or other intellectual property ownership or other proprietary rights in Licensor's Technology or Licensor Architecture or Licensor's Trademarks or any part of these items or in any derivative work of these items. Except for the right to use Licensor's Technology as set forth in this Agreement, nothing contained in this Agreement shall be construed to grant Licensee any right, title or interest in or to any intellectual property of Licensor's Technology. Licensee agrees it will not adopt, use or attempt to register any trademarks or trade names that are confusingly similar to belonging to Licensor's marks or in such a way as to create combination marks with the Licensor's Marks on the Technology licensed hereunder.

2.0 TECHNOLOGY LICENSE

Subject to the terms and conditions of this Agreement, Licensor grants License a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable license during the term of this Agreement to use Licensor's Technology and Licensor Architecture, solely in connection with the exercise of Licensee's rights as Licensee under this Agreement. Licensee shall bear the entire expense of and shall be responsible for performing all work involved in the development, population of database, kiosk banner sales, maintenance of kiosk cabinet and hardware and support activities in connection with Licensee's use of Licensor's Technology and Licensor Architecture or Licensor's Trademarks as permitted by this Agreement within the Territory defined herein. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts a nonexclusive, nontransferable, revocable right and license (without any right to market, distribute, sublicense, transfer or convey such rights, in whole or in part) to use, copy and modify, all for Internal Use only and only with Licensor Technology, Systems the Licensor Architecture.

Neither Licensee shall be authorized or permitted, unless Licensor has agreed in writing, to: (a) sublicense, distribute, operate (including, without limitation, store, compile and/or edit) or provide access to the database listings which comprise that part of Licensor's Technology or Licensor's Architecture on systems which hyperlink to systems other than Licensor Systems; (b) rehost database listings or Licensor's Technology or any portion of Licensor's website or Licensor's Architecture with the result that they operate on systems other than Licensor's Systems (c) modify or incorporate any portion of Licensor's Technology and Licensor's Software Technology and Licensor Architecture; (d) retarget Licensor's System programmer's package with the result that it models or simulates any computer architecture other than Licensor Architecture; (e) modify, adapt, reverse engineer, decompile, disassemble or create derivative works based on Licensor's Technology and Licensor's Software Technology and Licensor Architecture; (f) in lieu of a sublicense, lease, rent, loan, or sell access to Licensor's Architecture, database, Licensor's Systems procedures, Licensor Architecture Documentation on a temporary or permanent basis.

Licensor reserves all rights and licenses to Licensor's Technology, Licensor's Systems, Licensor's Architecture, Licensor's database listings, Licensor's Architecture Documentation. Notwithstanding anything to the contrary in this Agreement, the grants of licenses in this Section 2 refer only to items with respect to which a party has obtained or obtains the right to grant licenses of the scope granted in this Agreement.

3.0 SUPPORT

3.1 Training

Licensor agrees to provide all reasonable training to Licensee's designated representatives for the purpose of accessing and applying Licensor's Technology, Licensor's Architecture and Database in order to populate said Database with business listings, load banner graphics and URL links, and configure kiosks locations. Licensor shall offer such training on the following basis upon the terms and conditions herein set forth which alternatives may be selected by Licensee in Licensee's sole discretion:

A. On-Line Training

Licensor shall provide to Licensee online help tutorials sufficient to accomplish the tasks necessary to load ad banners, premier positions and any additional consumer/business tools Licensor develops for use in its kiosk program. Online training includes, but is not limited to, interactive tutorials, faq's, helps menus, and live support via e-mail and telephone during the Licensor's normal business hours.

B. Licensor's Obligations

Licensor shall provide to Licensee its CityLights Kiosk management software on Licensees secure username, password protected Internet server. Software shall allow Licensee means to perform all necessary functions to modify new locations for Visitor Information or Lobby Concierge products, add and manage banner functions and graphics and track and print user activity reports. Licensor shall be solely responsible for the maintenance of Licensee's Direct Link Database Directory for the Licensees Territory. Licensor shall be available for training, presentations to hotel, attraction and restaurant owners at a location within the Licensee's territory. Dates for travel must be scheduled not less than 30 days prior to each presentation and must be agreed upon by Licensor based on the availability of its representatives. Travel, lodging and representative cost of \$500.00 per day are the responsibility of the Licensee and shall be paid prior to departure from the home office.

C. Licensee's Obligations

Shall use it best efforts to promote kiosk, ad banner, and premier position sales within Licensee's territory. Licensee will not be liable for any loss or damage arising from Licensor's failure to maintain its listings and links or maintain current documentation underlying its Direct Link Database Directory for the Territory. Licensee shall provide monthly reports to Licensor of all ad banner and premier position sales within Licensee's territory and shall make prompt payments of Licensee subscription and revenue shares due to Licensor in a timely manner when due under the terms of this agreement.

3.2 Liaison

Each party will identify an individual employee ("Program Manager") who shall be responsible for interfacing with the other party. The Program Manager shall be technically knowledgeable about his or her employer's products and activities and possess adequate communication skills to keep the other party fully informed relative to his or her employer's performance under this Agreement. Each party will notify the other in writing of any successor or designee of the Program Manager. The Program Manager shall be responsible for fielding inquiries and facilitating the execution of this Agreement. The parties agree to conduct regular discussions as and when appropriate.

Licensee shall permit appropriate employees of the other party to visit their facilities for the purpose of conducting program discussions. Both parties shall be required to give reasonable notice of their intent to visit and shall conduct such visits during normal business hours, subject to mutual convenience of the parties. Employees of one party visiting the site of the other party: (a) shall not be deemed to be employees of the party at the site being visited; and (b) shall observe the rules and regulations (as to safety and security) of the party against all loss and liability for personal injury, property damage and commercial loss caused by the negligent and/or willful acts or omissions of its employees at the site of the other party

3.3 Web Hosting

Licensors shall provide access to its kiosk collection of Direct Link Database Directory for the Territory using Licensor's Architecture, including its network of outbound links that connect and integrate via the Internet using its Internet portal directory linking service. Licensor shall maintain all links to Licensor's Direct Link Database Directory for the Territory by automated means, including spiders, robots, crawlers to provide access to its linked sites. None of the linked sites are under the control of Licensor and Licensor is not responsible for the contents of any linked site, including without limitation, any link contained in a linked site or any changes or updates to a linked site. Licensor is not responsible for webcasting or any other form of transmission received from any linked site. Licensee acknowledges and agrees that the technical processing and creating of linked sites may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices which may distort the appearance quality of Licensee's marks or name or linked site access button as it appears on Licensor's web site as it appears in the kiosk.

Licensors does not warrant that its web site link network service will meet all of Licensee's requirements or that performance of Licensor's web site link network service will be uninterrupted or error-free. Moreover, Licensor's web site link network products and services are provided "as is," with no warranties whatsoever. All express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights, are expressly disclaimed to the fullest extent permitted by law. To the fullest extent permitted by law, Licensor disclaims any warranties for the security, reliability, timeliness, and performance of Licensor's web site link network products and services. To the fullest extent permitted by law, Licensor disclaims any warranties for other services or goods received through or advertised on Licensor's web site link network products and services or received through any links provided in Licensor's web site link network products and services, as well as for any information or advice received through Licensor's web site link network products and services or through any links provided in Licensor's web site link network products and services. Licensor similarly disclaims, to the fullest extent permitted by law, any warranties for any information or advice obtained through Licensor's web site link network products and services. Licensee expressly understands and agrees that Licensor disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material in Licensor's web site link network products and services. Licensor disclaims any responsibility for the deletion, failure to store, misdelivery, or untimely delivery of any information or material. Licensor disclaims any responsibility or liability for any harm resulting from downloading or accessing any information or material through Licensor's web site link network, including, without limitation, for harm caused by viruses or similar contamination or destructive features. Licensor makes no warranty regarding the reliability or accessibility of Licensee's web pages or linked sites through Licensor's web site link network. Licensee understands and agrees that any material downloaded or otherwise obtained through the use of Licensor's web site link network products and services is done at its own discretion and risk and that Licensee will be solely responsible for any damages to its systems or loss of data that results in the download of such material.

Licensors will not be liable for any lost profits or costs of procurement of substitute goods or services, or for any indirect, special, incidental or consequential damages, exemplary, and punitive damages (even if Licensor has been advised of the possibility of such damages) including damages for lost data, however caused and under any theory of liability, including but not limited to contract, products liability, strict liability and negligence, and whether or not Licensor was or should have been aware or advised of the possibility of such damage. In no event will Licensor liability arising out of this agreement exceed the net amount payable by Licensee under this agreement. Such limitation of liability shall apply whether the damages arise from use or misuse of and reliance on Licensor's web site link network products and services, from inability to use Licensor's web site link network products and services, or from the interruption, suspension, or termination of Licensor's web site link network products and services (including such damages incurred by third parties). Such limitation shall also apply with respect to damages incurred by reason of other services or goods received through or advertised on Licensor's web site link network products and services or received through any links provided in Licensor's web site link network products and services, as well as by reason of any information or advice received through or advertised on the products and services or received through any links provided in Licensor's web site link network products and services. Such limitation shall apply, without limitation, to the costs of procurement of substitute goods or services, lost profits, or lost data. Such limitation shall apply with respect to the performance or nonperformance of Licensor's web site link network products and services or any information or merchandise that appears on, or is linked or related in any way to Licensor's web site link network. Such limitation shall apply notwithstanding any failure of essential purpose of any limited remedy. Such limitation shall apply to the fullest extent permitted by law. Such limitation of liability shall also apply to any damage caused by loss of access to, deletion of, failure to store, failure to back up, or alteration of member web pages or other content stored through Licensor's web site link network.

Under no circumstances shall Licensor be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of god, war, governmental actions, orders of domestic or foreign courts or tribunals, nonperformance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

4.0 COMPENSATION

4.1 Subscription Fee

In consideration for the underlying licenses, Licensee shall pay to Licensor its customary US \$1600.00.00 (sixteen hundred dollars) annual subscription fee for the first kiosk location in Licensee's territory. Each additional kiosk subscription shall be at the rate of \$1300.00 (thirteen hundred and dollars).

4.2 Revenue Share – Click-Through, Push-to-Call, Premier Positions, Advertising Banners and Service Commissions

Licensee shall pay to Licensor a 10% Revenue Share of Kiosk advertising banner, premier position and service sales within Licensee's territory. Licensee retains the right to determine annual costs for these products on Licensee owned kiosks subject to the revenue share due Licensor.

4.3 Transaction Fee – Click-Through, Push-to-Call

Licensor agrees to pay Licensee a \$2.50 (two dollar and fifty cent) per transaction for each on-line payment made by business owners within Licensee's territory through Licensor's automated billing software. Fees will be deducted from each month's Licensee settlement check.

A. Accrual

All revenue shares payable by Licensee under this Agreement shall accrue upon Licensee's sale for which such revenue shares are payable.

B. Payment

Licensee shall make payments of all location licensing and revenue shares that have accrued during the previous month within fifteen (15) days following the end of each such month. On any overdue payments, Licensee shall pay a 1½ % per month finance charge upon the unpaid balance until the date of payment. All payments shall be in United States currency. The remittances to Licensor hereunder shall be by check, acceptable credit card, or telegraphic transfer to a bank account to be specified by Licensor.

C. Records

Licensee shall keep accurate records reasonably necessary in accordance with generally accepted accounting principles to ascertain the amount of royalties payable to Licensor relating to: (a) the total amount of Net Revenue and Revenue Sharing percentages from banner sales; and (b) the total amount of Revenue Shares payable in connection with push-to-call, ticketing, or any revenue generating sales from tools developed by Licensor on behalf of Licensee.

D. Audit

Licensor shall have the right, through its internal auditors or through a recognized independent CPA firm, to make an examination or audit, not more frequently than once per year, during normal business hours, of Licensee's records and accounts as may contain information bearing upon the amounts due hereunder for a period of time up to five (5) years prior to the date of the audit. Prompt adjustment shall be made by the other party for any underpayments or overpayments disclosed by such audit. If any quarterly report understates the compensation due to Licensor for any fiscal quarter by more than [5%], Licensee shall pay any shortfall and shall also reimburse Licensor for the cost of such audit.

5.0 INTELLECTUAL PROPERTY RIGHTS

All right, title and interest in and to all Licensor's Technology and Licensor Architecture, including all modifications, enhancements or derivatives thereof, and all copies of all or any part thereof, and all know-how and all proprietary rights, including all patents, patent applications, copyrights, mask works and trade secrets, shall at all times be and remain with Licensor or its suppliers, as applicable. Licensee shall have no ownership rights to any Licensor's Technology and Licensor Architecture, including ownership of the tangible media in which Licensor Technology is expressed. All discoveries, improvements and inventions conceived or first reduced to practice exclusively by or on behalf of Licensor by Licensee (collectively, "Inventions") shall be the property of Licensor throughout the world, and subject to this Agreement and Licensor Technology on which such discoveries, improvements or inventions are based or which they incorporated or embody wholly or partly. All proprietary notices, labels or marks relating to the intellectual property rights of Licensor or its licensors ("Notices") incorporated in, marked on, or fixed to Licensor Database, Licensor Architecture, Licensor Architecture License Documentation, or its suppliers shall not be removed, altered or obliterated by Licensee

and Licensee shall, where appropriate, duplicate any such Notices on any copies, in whole or in part, in any form. In addition, Licensee shall, where appropriate, incorporate adequate notices to protect the intellectual property rights of Licensor and its licensors by Licensee or any modifications to Licensor Technology made by or on behalf of Licensee. Licensor Architecture and Licensor Architecture License Documentation are copyrighted. Copies may be made only as permitted by this Agreement. As a condition of the reproduction and distribution rights granted herein, if any, Licensee shall reproduce and apply the copyright notice of Licensor and/or its licensor(s) to all copies, in whole or in part, in any form of Licensor Architecture or Licensor Architecture License Documentation reproduced hereunder or as shall be determined by Licensor from time to time.

6.0 PROPRIETARY INFORMATION

“Proprietary Information” as used herein shall mean all or any portion of only the: (a) written, recorded, geographical or other information in tangible form disclosed during the term of this Agreement, by one party to the other party which is labeled “Proprietary,” “Confidential,” or with a similar legend denoting the proprietary interest therein of the disclosing party; (b) oral information which is disclosed by one party to the other party to the extent it is identified as “Proprietary” or “Confidential” at the time of oral disclosure, is reduced to written or other tangible form within thirty (30) days of oral disclosure, and such written or tangible form is labeled “Proprietary,” “Confidential,” or with a similar legend denoting the proprietary interest therein of the disclosing party; and (c) models and other devices delivered or disclosed, during the Term of this Agreement, by one party to the other party which have been identified in writing at the time of disclosure as being proprietary to the disclosing party; and provided further, however, Proprietary Information shall not include any data, information or device that is: (i) in the possession of the receiving party prior to its disclosure by the disclosing party and not subject to other restrictions on disclosure; (ii) independently developed by the receiving party; (iii) publicly disclosed by the disclosing party; (iv) rightfully received by the receiving party from a third party without restrictions on disclosure; (v) approved for unrestricted release or unrestricted disclosure by the disclosing party; or (vi) produced or disclosed pursuant to applicable laws, regulations or court order, provided the receiving party has given the disclosing party prompt notice of such request so that the disclosing party has an opportunity to defend, limit or protect such production or disclosure.

This Agreement and the exchanges hereunder shall not be deemed to establish a confidential relationship between the parties and all information, documentation and devices exchanged between the parties hereunder other than Proprietary Information shall be received and treated by the receiving party on a non confidential and unrestricted basis, subject, however, to the restrictions imposed by the Patent, Mask Work Right and Copyright Laws through the grant of valid patents, mask work rights and copyrights; provided, however, the parties agree, for a period of ten (10) years from the date of disclosure, without the prior written consent of the other party regarding a specific contemplated transaction: (a) not to disclose Proprietary Information of the other party outside of the receiving party except as provided herein; (b) except as explicitly provided herein, to limit dissemination of the other party’s Proprietary Information to only those of the receiving party’s officers, directors and employees who require access thereto to perform their functions regarding the purposes of this Agreement; and (c) not to use Proprietary Information of the other party except for the purposes of this Agreement, which purposes shall include disclosure to subcontractors and second sources, both in accordance with nondisclosure agreements. The standard of care to be exercised by the receiving party to meet these obligations shall be the standard exercised by the receiving party with respect to its own proprietary information of a similar nature, but in no event less than due care.

Each party retains all rights and title to all Proprietary Information, in any form, disclosed to the other party pursuant to this Agreement. Each party acknowledges that such information is of substantial value and that any disclosure or misuse of such information is harmful to the originating party.

Licensee shall only disclose Licensor Proprietary Information to this employees and independent contractors who require access to the Licensor Proprietary Information to permit Licensee to exercise its rights and perform its obligations under this Agreement. Licensee shall not disclose any Licensor Proprietary Information to any Licensee employee or independent contractor unless the employee or independent contractor has signed a nondisclosure agreement incorporating provisions obligating the employee or independent contractor to maintain the confidentiality of Licensor’s Proprietary Information.

7.0 TRADEMARKS

Licensee may use Licensor trademarks only in accordance with Licensor’s then current published specifications relating to the use thereof on products of equivalent product quality to those normally bearing Licensor trademarks. Licensor reserves the right to, at its sole discretion, periodically review and monitor Licensee’s use of Licensor’s marks for proper trademark usage, quality of goods, and other criteria as may be required by law to preserve Licensor’s rights, good will, and value in its trademarks.

8.0 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 in the format to be provided to Licensee by TravelEze.

9.0 PROPRIETARY RIGHTS - INDEMNIFICATION

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

10.0 DISCLAIMER OR WARRANTY AND LIMITATION OF DAMAGES

LICENSOR PROVIDES THE LICENSOR TECHNOLOGY TO LICENSEE ON AN "AS IS" BASIS. LICENSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, REGARDING THE LICENSOR TECHNOLOGY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL LICENSOR 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 LICENSEE TO LICENSOR HEREUNDER.

11.0 TERM AND TERMINATION

The Term of this Agreement shall be for 5 years commencing upon the Effective Date, unless earlier cancelled or terminated in accordance with the provisions hereof. Licensor may terminate or suspend this Agreement effective immediately and without liability and without written notice to Licensee if any one of the following events occurs:

- A. Licensee files a voluntary petition in bankruptcy or otherwise seeks protection under any law for the protection of debtors;
- B. The court assumes jurisdiction of all or a substantial portion of the assets of Licensee under a reorganization law;
- C. Licensee becomes insolvent, ceases or suspends business;
- D. Licensee makes an assignment of the majority of its assets for the benefit of its creditors;
- E. Licensee admits in writing its inability to pay its debts as they become due;
- F. A direct competitor of either Licensor or Licensee acquires, through merger, consolidation, acquisition or otherwise, an interest in excess of thirty percent (30%) or voting securities or assets of Licensee, or Licensee transfers all or substantially all of its business to which this Agreement relates;
- G. If Licensee materially fails to perform or violates any obligation pursuant to this Agreement, then, upon thirty (30) days' written notice to Licensee specifying such default (the "Default Notice"), Licensor may terminate or suspend this Agreement, without liability, unless:
 1. The breach specified in the Default Notice has been cured within the thirty (30) day period; or

2. The default reasonably requires more than thirty (30) days to correct (specifically excluding any failure to pay money), and Licensee has begun substantial corrective action to remedy the default within such thirty (30) day period and diligently pursues such action, in which event, termination shall not be effective unless ninety (90) days have expired from the date of the Default Notice without such corrective action being completed and the default remedied.

In the event of termination or expiration of this Agreement: (a) Licensee shall promptly pay to Licensor any and all amounts due and owing pursuant to this Agreement; and (b) Licensee shall return all Proprietary Information and research developed and created by Licensee for the purpose of the continued exercise of its right as set forth herein. Any termination or cancellation hereunder shall be in addition to any other remedy Licensor may have at law or in equity. Upon termination of this Agreement, subscriber will, within twenty four (24) hours, reformat the kiosk(s) hard drive to remove the TravelEze program.

Notwithstanding the expiration, termination or cancellation of this Agreement for any reason, the rights and licenses granted to Licensee pursuant to this Agreement, with respect to Licensor Technology, shall survive the expiration, termination or cancellation of this Agreement subject to Licensee's: (a) having paid to Licensor the fees set forth in this Agreement which have become due and payable prior to the expiration, termination or cancellation of this Agreement; (b) compliance with its nondisclosure obligations; and (c) payment to Licensor of all applicable royalties as and when such amounts become due and payable. The right of Licensee to receive from Licensor; (x) updates on Licensor Technology; (y) information on future generations of Licensor Technology; and (z) information on new technology shall terminate upon the expiration or earlier cancellation or termination of this Agreement.

12.0 REPRESENTATIONS AND WARRANTIES

Licensee represents and warrants that: (i) it has full power and authority to enter into this Agreement, (ii) the content on Licensee's Web Site, the technology used by Licensee in connection with Licensee's Web Site, and the means by which users access Licensee's Web Site (a) are owned, validly licensed for use by Licensee or in the public domain; (b) do not constitute defamation, libel, obscenity or violate any rights of publicity or privacy; (c) do not infringe or violate any copyright, patent, trademark or other similar intellectual property right, or otherwise violate or breach any duty toward, or rights of any person or entity, including without limitation, rights of privacy and publicity; and (d) do not result in any consumer fraud, product liability, breach of contract to which Licensee is a party or cause injury to any third party. Licensee agrees to indemnify and hold Licensor harmless from and against any breach of these warranties or this Agreement. Licensee will maintain during the Term, adequate financial liquidity and financial resources to perform Licensee's obligations under this Agreement.

Licensee releases any claim against Licensor or its agents based on any oral or written representation or promise not stated in this Agreement. Licensee and the persons signing this Agreement for Licensee have full power and authority and have been duly authorized, to enter into and perform or cause performance of Licensee's obligations under this Agreement. Licensee has obtained all necessary approvals of its owners, Board of Directors and lenders. Licensee's execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which Licensee or any of its principal owners is a party or is subject. Neither Licensee is in a transaction of merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date Licensee executes this Agreement and was not within the five years preceding such date, except as disclosed in the Application.

Licensee will not acquire any interest in or right to use the Licensor's Technology or System or Marks or Architecture. Licensee will not apply for governmental registration of any part of Licensor's Technology or System or Marks or Architecture, or use the Licensor's Technology or System or Marks or Architecture. All present and future distinguishing characteristics, improvements and additions to or associated with this Agreement by Licensor, Licensee or others, and all present and future service marks, trademarks, copyrights, service mark and trademark registrations used and to be used as part of the System Licensor's Technology or System or Marks or Architecture, and the associated good will, shall be Licensor's property and will inure to Licensor's benefit. No good will shall attach to any secondary designator that Licensee uses.

Licensee is an independent contractor. Licensee is not Licensor's legal representative or agent, and Licensee has no power to obligate Licensor for any purpose whatsoever. Licensor and Licensee have a business relationship based entirely on and circumscribed by this Agreement. No partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this Agreement. Licensee will exercise full and complete control over and have full responsibility for Licensee's contracts, daily operations, labor relations, employment practices and policies, including, but not limited to, the recruitment, selection, hiring, disciplining, firing, compensation, work rules and schedules of your employees.

If Licensee is comprised of two or more persons or entities (notwithstanding any agreement, arrangement or understanding between or among such persons or entities) the rights, privileges and benefits of this Agreement may only be exercised and enjoyed jointly. The liabilities and responsibilities under this Agreement will be the joint and several obligations of all such persons or entities.

14.0 LEGAL MATTERS

If all or any part of a provision of this Agreement violates the law of California, such provision or part will not be given effect. If all or any part of a provision of this Agreement is declared invalid or unenforceable, for any reason, or is not given effect by reason of the prior sentence, the remainder of the Agreement shall not be affected. However, if in Licensor’s judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of this Agreement to Licensor, then Licensor may at any time terminate this Agreement by written notice to Licensee without penalty or compensation owed by either party. If at any time, any modification or revision is necessary to this Agreement for any reason whatsoever, the cost of preparing or revising such changes shall be borne equally by both parties.

If Licensor allows Licensee to deviate from this Agreement, Licensor may insist on strict compliance at any time after written notice. Licensor’s silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification or estoppel. All modifications, waivers, approvals and consents of or under this Agreement by Licensee must be in writing and signed by Licensor’s authorized representative to be effective.

Remedies specified in this Agreement are cumulative and do not exclude any remedies available at law or in equity. The non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees; incurred by the prevailing party to enforce this Agreement or collect amounts owed under this Agreement. Licensee consents and waives its objection to the non-exclusive personal jurisdiction of and venue in the California state courts situated in Monterey County, California and the United States District Court for California for all cases and controversies under this Agreement or between Licensor and Licensee.

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 Monterey County, California, and each party irrevocably submits to the exclusive jurisdiction and venue of such courts. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. The parties are independent contractors and no employment, agency, or joint venture is created hereunder. All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or delivered by hand to the party to whom such notice is required or permitted to be given. This Agreement may not be assigned by Licensee or amended without the prior written consent of both parties. Any purported assignment or amendment in violation of the foregoing shall be void. If any provision of this Agreement is held by a 9999court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect. This Agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

LICENSOR:
TravelEze
484B Washington Street Suite 410
Monterey, CA 93940

LICENSEE: _____

By: _____
Authorized Signature

By: _____
It’s Authorized Officer

(Entity) _____

Dated: _____

Dated: _____