



TravelEze Software License Agreement

This Software License Agreement ("Agreement") is made and entered into between TravelEze, Univisit Inc. ("Company") located at 484B Washington St. Suite 410 Monterey, CA and the undersigned ("Licensee"). The parties hereby agree to the following terms and conditions:

1. GRANT. Company grants Licensee a non-transferable, non-exclusive, non-commercial license to use the Companies Concierge Gateway and/or Virtual Concierge Software Programs ("program"). **This agreement is not a sale. Title and copyrights of the program, and accompanying materials remain the property of TravelEze and Univisit Inc collectively.**

(A) Licensee will use the Programs only upon:

- (1) completion and submission of fully executed license Agreement;
- (2) submission of a Company supplied vendor list
- (3) payment of the appropriate annual license fee for each program purchased.

(B) Licensee 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 LICENSE FEES.

Software	Annual License Fee
Concierge Gateway	\$1995.00 per Marketing Region
Virtual Concierge Asst.	\$ 995.00 per Marketing Region
Bundled Software Package	\$2750.00 per Marketing Region

(a) One Time Set-Up Fees. Licensee shall pay a one-time set-up fee of \$500.00 for the Concierge Gateway software program purchased separately or as part of the bundled package.

Payment of Annual License Fees. Licensee shall submit both the payment of the annual license and set-up fee in advance along with one (1) fully executed original copy of this Agreement that has been signed by a duly authorized representative of Licensee's organization, acknowledging understanding and acceptance of the terms of this Agreement by mail to Company. Company Accepts MC / Visa or Company Check as method of payment. Licensee can choose quarterly or monthly payments for an additional fee. Annual license fee(s) are fully earned at the time of execution of this agreement. Annual License Fee subject to change upon renewal.

4. TERM. Following submission of Licensees vendor list and Companies receipt of one original fully executed Agreement and annual license fee for each software program and/or kiosk purchased from Company, the License shall be in effect for one year. Company shall provide Licensee 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 license fees and or revenue shares due Company will result in automatic termination of this Agreement. Upon termination of this Agreement, Company will, within twenty four (24) hours, deactivate Licensee access to the software products covered in this agreement. All outstanding fees 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 Licensee.

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

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

TravelEze
484B Washington St. Suite 410 Monterey, Ca 93940
support@traveleze.com
Toll Free: 800.676.1386
Phone: 831.658.0801
Fax: 831.658.0802

9. PROPRIETARY RIGHTS – INDEMNIFICATION. Licensee shall indemnify and hold the Company and it’s agents harmless against any action based on any claim arising from the conduct of Licensee’s business which may or may not be known to Company and it’s agents 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 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 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 AND UNIVISIT PROVIDE THEIR TECHNOLOGY TO LICENSEE ON AN “AS IS” BASIS. TRAVELEZE AND UNIVISIT MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, REGARDING THE TRAVELEZE AND UNIVISIT TECHNOLOGY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRAVELEZE AND UNIVISIT 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 TRAVELEZE AND UNIVISIT 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 Licensee and the 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 Licensee has caused it's duly authorized representative to execute this Agreement. This Agreement shall become effective as of the date of execution by Licensee.

Licensee:

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: _____

Please Fill Out, Sign and Fax back to Traveleze: 831-658-0802