



## RESERVATION SOFTWARE AGREEMENT

### 1. AGREEMENT

By executing this Agreement, TravelEze located at 484B Washington St. Suite 410 Monterey, CA 93940 and Univisit Inc. located at 701 N. Green Valley Parkway Suite 200 Henderson, NV 89074, collectively the (Company) grants the (Client) named and signed below a limited use license of its' reservation software product(s) under the term and conditions as described in this Agreement.

### 2. LICENSE

- a. Grant of License. Company grants a limited license to use Company's proprietary software. Client acquires no rights to the Company Licensed property other than those set forth in this Agreement.
- b. Client shall not decompile, copy, disassemble, modify, decrypt, extract or otherwise reverse engineer the Company licensed property.
- c. Right to Resell. Client grants Company a royalty-free license to use, display and publish all information provided by Client for the purposes of selling Client reservations.

### 3. LICENSE TO COMPANY AND WEB SITE CONTENT

Client grants Company a nonexclusive, license to use, copy, transmit, publicly display, publicly perform, create compilations including, derivative works of, and distribute its name, mark, likeliness or any other such content Client has provided to create compilations including, create derivative works of, and distribute its name, mark, likeliness and any other such content. Client has provided to Company for the sole purpose of advertising Client on Company Web Sites. Company shall have sole and absolute control of the design and the contents of its webpage and creation of the Company Web Site link network.

### 4. FEES

Client shall pay to Company at the time of the execution of this Agreement the sum of \$ \_\_\_\_\_ for initial load and 1<sup>st</sup> year annual maintenance.  **Reservations by E-Mail \$900.00** Address: \_\_\_\_\_

**Reservations by Fax \$1000.00** Fax # \_\_\_\_\_  **Reservations by Phone \$1200.00** Phone # \_\_\_\_\_

**Client further agrees to pay a per reservation fee in the amount of \$1.00 for each reservation.**  
The load and maintenance fee shall be non-refundable and is deemed fully earned at the time of execution of this Agreement.

### 5. TERMS AND TERMINATION

The term of this Agreement shall be for three (3) years beginning on the date of execution of this Agreement, after which time the Agreement shall automatically renew for successive one (1) year terms, unless either party provides sixty (60) days notice of termination. This Agreement may be terminated by either party if the other party fails to perform any of its obligations and does not provide a resolution within 30 days after receipt of notice in writing. In the event of termination, any existing reservations shall be honored under this Agreement.

### 6. LIMITATION OF LIABILITY

The Company 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 the Company has been advised of the possibility of such damages). In no event will the Company be liable for any lost profits arising out of this agreement that exceed the net amount payable by the Client under this agreement.

### 7. REPRESENTATIONS AND WARRANTIES

**a. Client Warranties.** Client represents and warrants that: (i) it has full power and authority to enter into this Agreement, (ii) the content on Client's Web Site, the technology used by Client in connection with Client's Web Site, and the means by which users access Client's Web Site (a) are owned, validly licensed for use by Client 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 Company is a party or cause injury to any third party. Client agrees to indemnify and hold the Company harmless from and against any breach of these warranties or this Agreement.

**b. Disclaimer of Warranty.** Company does not warrant that the Company web site link network will meet all of Client's requirements or that performance of the Company web site link network service will be uninterrupted or error-free. Moreover, the Company 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, Company disclaims any warranties for the security, reliability, timeliness, and performance of the Company web site link network products and services. To the fullest extent permitted by law, Company disclaims any warranties for other services or goods received through or advertised on the Company web site link network products and services or received through any links provided in the Company web site link network products and services, as well as for any information or advice received through Company web site link network products and services or through any links provided in Company web site link network products and services. Client expressly understands and agrees that the Company disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material in the Company web site link network products and services.

**8. CLIENT'S OBLIGATION**

Client must provide and maintain at its own expense its Web Site along with the necessary connection and links that provide access online to the World Wide Web and to the Company Web Site and other linked sites. Client shall be solely responsible, and will hold the Company harmless, for the development, maintenance and operation of Client's Web Site and for all materials and content that appear on Client's Web Site. Company will not be liable for any loss or damage arising from Client's failure to maintain its Web Site. Client shall provide necessary artwork for advertising at Client's expense.

**9. INTELLECTUAL PROPERTY**

All content on the Company Web Site is copyrighted as a collective work of the Company pursuant to applicable copyright law. Client acknowledges that all right, title and interest in the Company web page and Company Web Site is exclusively owned by the Company. Except for the right to use the Company Web Site link network program, nothing contained in this Agreement shall be construed to grant Client any right, title or interest in or to any intellectual property of the Company property, names, logos, designs, slogans, product trademarks or service marks.

**10. INDEMNITY AND RELEASE**

By using the Company Web Site link network, Client agrees to indemnify Company and its parents, subsidiaries, affiliates, officers, principals and employees and hold them harmless from any and all claims and expenses, including attorney's fees, arising from Client's use of Company Web Site link network web site(s), Client's use of Company Web Site link network products and services.

**11. MISCELLANEOUS**

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 in state or federal courts in the Northern District of California, and each party irrevocably submits to the exclusive jurisdiction and venue of such courts.

Company: TravelEze  
484B Washington Street Suite 410  
Monterey, Ca 93940  
Phone: 800.676.1386 Fax: 831.658.0802  
Email: sales@traveleze.com

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

Technical Helpdesk and Reservation Call Center  
Univisit, Inc.  
7600 N. Ingram Ave. Ste. 105  
Fresno, CA 93711  
Reservation Center: 800.485.4959  
Phone : 559.431.7300 · Fax : 559.431.7304  
Email: support@univisit.com

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

Print two (2) copies, sign & mail with check to:  
Travelze  
484B Washington St. Suite 410  
Monterey, Ca 93940