

# End User Digital Content Licensing Terms

For TelVue InfoVue™

## 1. LICENSED CONTENT

TelVue Corporation (“TelVue”) grants User, during the term of this Agreement and subject to the terms and conditions of this Agreement, a license to use syndicated media and/or data provided by TelVue (the “Service”) on User’s network television channel based displays (the “Network”). All information offered to User is the sole and exclusive property of TelVue or companies which provide the information to TelVue under license (“TelVue Content Partners”). User agrees that it will not sell or make items from the Service available to any other entity or distribute via the worldwide web in a form that is separate from the IP broadcast of its television channels via TelVue services.

Users shall not use or permit the use of material from TelVue in any way that compromises the integrity thereof or which infringes any copyrights or other intellectual property rights, contracts or proprietary interests.

## 2. WARRANTIES AND DISCLAIMERS

Each party represents and warrants to the other that: (i) it is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation, and has full corporate power and authority to execute, deliver and perform this Agreement; (ii) this Agreement has been duly and validly executed and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; (iii) the execution, delivery and performance of this Agreement will not conflict with or violate any agreement with any other party, or any provision of law, rule or regulation to which such party is subject.

User represents and warrants that its use of the information is solely in conjunction with its provision of non-profit public access, education or government access television channel origination, or that it is the operator of a cable TV system with no more than 100,000 customer subscribers.

TelVue warrants that it is licensed to grant a license to use the content delivered by the Service as set forth herein. Accordingly, TelVue warrants that use of the Service in accordance with this agreement will not infringe upon any copyright or other intellectual property right of TelVue or any third party.

The parties agree that the warranties stated herein are exclusive and that there are no implied warranties of merchantability or fitness for a particular purpose relating to any matters in this

agreement including, without limitation, the Service, the content, TelVue's computing and distribution system or any other computer or technical resources provided by either party.

The Parties acknowledge that in normal industry practice, errors occur and TelVue makes no representations and warranties as to the sequence, completeness, accuracy and/or reliability of the Service. TelVue, subject to the fundamental obligation to give impartial material worthy of confidence, will make its best efforts not to contravene any laws (including, but not limited to the law of defamation) or regulations in any country in which TelVue distributes the Service.

In no event shall TelVue or TelVue Content Partners be liable for any direct, indirect, special or consequential damages, including but not limited to, loss of profits or income, arising from any act or failure to act by TelVue or the TelVue Content Partners whether or not it had any knowledge actual or constructive, that such damages might be incurred, nor shall they be liable for damages caused by any failure of performance, mistakes, omissions, interruptions, deletions of files, defects, delays in operation or transmission, communications lines failure, theft, destruction or unauthorized access to or use of material from TelVue.

### **3. FORCE MAJEURE**

Neither TelVue nor any of the TelVue Content Partners will be liable for delay or default in the performance of its obligations under this Agreement if such delay or default is caused by conditions beyond its control, including, but not limited to, fire, flood, accident, storm, acts of war, riot, government interference, strikes and/or walkouts.

### **4. INDEMNITY**

Each Party will defend, indemnify, save and hold harmless the other party and the officers, directors, members, agents, affiliates, franchisees and employees of the other party from any and all third party claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees ("Liabilities") resulting from: (i) the indemnifying party's material breach or alleged breach of any obligation, representation, or warranty of this Agreement, (ii) the gross negligence or willful misconduct of the indemnifying party, its employees or subcontractors, and (iii) the indemnifying party's failure to comply with applicable laws or regulations in connection with this Agreement. Each Party will promptly notify the other Party of any and all such claims and will reasonably cooperate with the defense and/or settlement thereof.

### **5. SURVIVAL**

The rights and obligations of User, TelVue, and the TelVue Content Partners under the foregoing paragraphs will continue notwithstanding any termination of this Agreement.

### **6. ARCHIVE RIGHTS**

All archive rights between TelVue and User terminate upon termination of this Agreement. At that time, User must delete all material from TelVue within ten (10) business days from all on and offline storage.