

TVN Business Account Agreement

IMPORTANT-READ CAREFULLY: BY SELECTING A BUSINESS ACCOUNT PLAN, COMPLETING THE REQUIRED CUSTOMER INFORMATION SECTION IN EXHIBIT B AND CLICKING THE “I AGREE” BUTTON YOUR ORGANIZATION (CUSTOMER) AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

The Venue Network, Inc. (TVN) operates venuegen.com, which is an online presentation, collaboration and social networking service that allows those authorized to use the TVN Service 1) to attend virtual online events; 2) to customize virtual venues and host online events; 3) to upload content (presentation material) for use at virtual events; 4) to create or import personal interest profiles that will enable presenters and attendees to contact each other to plan and coordinate virtual meetings and events.

1.0 Definitions

1.1 Event:

An *Event* is a virtual gathering of one or more TVN users who have chosen to create or virtually attend an online meeting created through the use of the TVN Service.

1.2 Event Host:

An *Event Host* is a TVN user who creates a public or private virtual *event*.

1.3 Attendee:

A TVN user is considered an Attendee of a given *Event* if that user has registered to attend the Event and has actually attended the virtual Event while it was in session.

1.4 Event Hours:

TVN usage is based on the total number of hours (calculated in minutes) that Attendees spend attending Events on-line during each thirty (30) day period. Event Hours are calculated by multiplying the number of Attendees times the actual number of minutes they spend attending each Event. For example, if an Event Host creates a two-hour Event that is attended by a total of 10 Attendees who remain for the entire length of the Event then that host will have used 20 Event Hours.

1.5 Public and Private Events:

TVN Events can be either *public* or *private*. Public events are open to all TVN users even those with free individual accounts. Private events are restricted to users and groups of users who have received an invitation from an Event Host to attend.

1.6 Plan Hours:

Plan Hours are the total number of Event Hours purchased for use during an applicable thirty (30) day period by the Customer.

1.7 Plan Overages:

A Plan Overage occurs when a Customer uses more Event Hours in an applicable thirty (30) day period than that Customer has available in its purchased Plan Hours with respect to such thirty (30) day period.

1.8 Rollover Hours:

Rollover Hours are unused Plan Hours (calculated to the minute and rounded to the closest hour) that were unused by the Customer in previous thirty (30) day period(s) and qualify to roll forward to be used to offset any Plan Overages in the current or future thirty (30) day period(s) pursuant to the terms and conditions of this Agreement.

1.9 Plan User:

A Plan User is any User of the TVN Service who has been authorized by the Customer (1) to create a TVN account, (2) use the Customer's Plan Hours as an attendee or an Event Host, and (3) who has agreed to the TVN Terms of Use Agreement incorporated herein as Exhibit A.

1.10 Plan Administrator:

A Plan Administrator is any Plan User authorized by the Customer to create and remove Plan Users and to grant Plan Users rights to host Events utilizing Customer's Plan Hours.

1.11 TVN Service

The services offered by TVN include any TVN branded Website, browser plug-in, VOIP capability, email service, documentation, art assets, application programmer's interface and other functionality offered in connection with TVN's business collectively referred to as TVN Services.

1.12 Customer

A Customer is (1) the person or business entity contracting via this Agreement to use the TVN Service and (2) is responsible for all Customer Obligations per section 2.0

2.0 Customer's Obligations

2.1 Customer Agrees to maintain at least one Plan Administrator at all times;

2.2 Customer may create an unlimited number of Plan Users;

2.3 Customer agrees that Customer is accountable for any Plan Hours used by Plan Users;

2.4 Customer understands that all Plan Users will be required to individually agree to the *TVN Terms of Use Agreement* incorporated herein as Exhibit A as a condition to access the TVN Service. Customer agrees to remove any of its Plan Users who violate the TVN Terms of Use Agreement;

2.5 Customer agrees that TVN retains the right to remove any of Customer's Plan Users who TVN determines violate the TVN Terms of Use Agreement;

2.6 Customer is responsible for maintaining the security of its Plan Passwords used by its Plan Administrators to create Plan Users and to assign Plan Hour usage rights;

2.7 Customer acknowledges and agrees that Customer is solely responsible for selecting the number of Plan Hours during the Term of this Agreement and for any overage fees per section 4.0 that Customer may incur as a result thereof.

3.0 Term and Termination

3.1 The Term of this Agreement is ninety (90) days (i.e., three (3) consecutive thirty (30) day periods) commencing with the creation of Customer's first Plan Administrator;

3.2 This Agreement can be terminated or modified at the end of each Term by either party. Upon expiration or termination of this Agreement, Customer will immediately cease all use of the TVN Service;

3.3 This Agreement will automatically renew at the end of each Term unless termination notice is given prior to the renewal date;

3.4 Customer agrees to give notice within 5 days before end of contract period of Termination via the Venuegen Website.

3.5 If (i) any invoice to Customer remains unpaid thirty (30) days after the date due,, (ii) TVN notifies Customer of Customer's breach of this Agreement (including the TVN Terms of Use Agreement) and Customer fails to cure such breach within two (2) business days immediately thereafter, or (iii) Customer's access to the TVN Service terminates pursuant to the TVN Terms of Use Agreement, this Agreement will be terminated without any obligation on the part of TVN to maintain "Your Data" (as defined in the TVN Terms of Use Agreement) or to provide a file to you pursuant to Section 6.0 below. Termination is not an exclusive remedy and all other remedies will be available.

3.6 Upon expiration or termination for any reason, any amounts previously paid by Customer to TVN pursuant to this Agreement will be nonrefundable, including, without limitation, any Rollover Hours. Any amounts due from Customer will survive the termination of this Agreement by TVN and will remain due and payable to TVN pursuant to the terms and conditions of this Agreement.

4.0 Payment, Plan Hours and Overages

4.1 Customer agrees to pay the amount listed in Exhibit B, upon execution of this Agreement and the first day of all subsequent renewals. Customer agrees that any unpaid balance fifteen or more days past due will be charged an interest fee of 1.8% per month. Customer agrees that the Venuegen Service may be suspended if any payment is not received within fifteen (15) days of the Execution of this Agreement or any subsequent renewal date.

4.2 If Customer exceeds the Plan Hours indicated in Exhibit B during the Term of this Agreement then Customer agrees to pay the Plan Overage hourly fee listed in Exhibit B times the number of Event Hours used in excess of Customer's Plan Hours minus any qualifying Rollover Hours the Customer may have accumulated within 15 days of notice of the overage. Customer agrees that any unpaid balance ten or more days past due will be charged an interest fee of 1.8% per month. Customer agrees that the Venuegen Service may be suspended if any payment is not received within fifteen (15) days of overage notification.

4.3 TVN will provide to Customer's Plan Administrator access to the TVN website with an online report of Plan Hours usage which will include a listing of all Customer created Events, each Event's Host and a listing of all Attendees who virtually attend each Event including how many Event Hours (in minutes) were used by each Attendee. TVN will provide Plan administrators with the ability to set limits on the the amount of Plan Hours Customer's Plan Users can use during each 30-day period;

4.4 Event Hours are calculated in minutes and rounded up to the nearest whole minute;

4.5 Customer agrees that TVN reserves the right to change its rates at the end of any Term. Customer will be notified of rate changes and all such changes will take effect at the beginning of the next Term;

4.6 Customer agrees that Plan Hours are purchased in advance of each Term and they are non refundable. Customer may increase or decrease its selected Plan Hours on any renewal date of this Agreement;

5.0 Rollover Hours

5.1 With respect to each applicable thirty (30) day period during which the Customer's total used Event Hours is less than the Customer's Plan Hours, the difference between these amounts in minutes will be added to the Customer's total Rollover Hours;

5.2 Rollover Hours can be used to offset Customer's Plan Overages each thirty (30) day period on a one to one basis. Rollover hours will be deducted from Customer's Plan Overages thus reducing Customer's Overage Fee by the amount of Rollover Hours available;

5.3 Rollover Hours will continue to accumulate and roll forward (subject to the condition set in section 5.4) for as long as the Customer continues to renew this Agreement. All Rollover hours are forfeited if the Customer terminates this Agreement;

5.4 Changes made to Customer's Plan Hours will not affect Customer accumulated Rollover Hours except to the extent that under no circumstances will Customer's accumulated Rollover Hours exceed the total Plan Hours purchased by the Customer in the thirty (30) day period into which the hours are rolled.

6.0 Disclaimers

TVN, or its authorized representatives, will provide telephonic and email support to Customer between the hours of 8:00 a.m. and 5:00 p.m. Eastern, during normal business days. TVN has no obligation to provide Customer with hard-copy documentation, upgrades, enhancements, modifications or other support unless specifically contracted for. At Customer's request, within thirty (30) days of termination of this Agreement, provided Customer is not in breach of this Agreement and subject to the terms and conditions of this Agreement, including Section 3.5 above), TVN will make available to Customer a file of "Your Data" (as defined in the TVN Terms of Use Agreement) upon Customer's written request; from and after the date thirty (30) days after the termination of this Agreement (or the termination of this Agreement if Customer is in breach of this Agreement), TVN will have no obligation to retain "Your Data" (as defined in the TVN Terms of Use Agreement).

TVN WILL USE ALL REASONABLE EFFORTS TO PROTECT "YOUR DATA" (AS DEFINED IN THE TERMS AND CONDITIONS) BEHIND A SECURE FIREWALL SYSTEM, TO CONDUCT DAILY DATA BACKUPS, AND TO STORE WEEKLY FULL-SYSTEM BACKUP IN A SEPARATE, FIRE-SAFE FACILITY.

NOTWITHSTANDING THE FOREGOING, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT CUSTOMER IS USING THE TVN SERVICE AT CUSTOMER'S SOLE RISK. THE TVN SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY, TERM OR CONDITION OF ANY KIND, AND TVN DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. TVN DOES NOT REPRESENT OR WARRANT THAT THE TVN SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE TVN SERVICE, OR THE SERVER(S) THAT MAKES THE TVN SERVICE AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE TVN SERVICE IS DONE AT CUSTOMER'S RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO

CUSTOMER'S COMPUTER SYSTEM OR NETWORK, OR LOSS OF DATA THAT RESULTS FROM USE OF THE TVN SERVICE.

TVN is not responsible for and makes no warranties, express or implied, as to the User Content or the accuracy and reliability of the User Content posted on or through the TVN Services, whether caused by Users of the TVN Services or by any of the equipment or programming associated with or utilized in the TVN Services and such User Content does not necessarily reflect the opinions or policies of TVN. TVN is not responsible for the Content, accuracy or opinions expressed at any virtual event hosted by any user. TVN cannot enforce correct ratings of events created by users and takes no responsibility for incorrect event ratings. TVN takes no responsibility for third party applications that are posted on or through the TVN Services, nor does it take any responsibility for the goods or services provided by its advertisers. TVN is not responsible for the conduct, whether online or offline, of any User of the TVN Services. TVN assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User communication. TVN is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the TVN Services or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the TVN Services. Under no circumstances shall TVN be responsible for any loss or damage, including personal injury or death, resulting from use of the TVN Services, attendance at a TVN event, from any User Content posted on or through the TVN Services, or from the conduct of any Users of the TVN Services, whether online or offline. TVN cannot guarantee and does not promise any specific results from use of the TVN Services.

7.0 Limitation on Liability

IN NO EVENT SHALL TVN BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM CUSTOMER USE OF THE TVN SERVICES, EVEN IF TVN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TVN'S LIABILITY TO Customer FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY CUSTOMER TO TVN FOR THE TVN SERVICES DURING THE MOST RECENT NINETY (90) DAY PERIOD DURING THE TERM OF THIS AGREEMENT.

8.0 U.S. Export Controls

Software available in connection with the TVN Services (the "Software") is further subject to United States export controls. No Software may be downloaded from the TVN Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

9.0 Disputes

The Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to its conflict of law provisions. Customer and TVN agree to submit to the exclusive jurisdiction of the courts located within the State of North Carolina to resolve any dispute arising out of the Agreement or the TVN Services. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THIS AGREEMENT.

10.0 TVN Intellectual Property

TVN retains all ownership of its intellectual property and content including source code, algorithms, interfaces, techniques and business processes. Customer agrees not to copy, immolate or decompile any TVN code or interface. Customer also agrees not to build any derivative work based in part or whole on any TVN Service. The TVN Service provided to Customer and all information, documents and materials on any websites related to the TVN Service are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of TVN's websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "Marks") are and will at all times remain the exclusive property of TVN. Nothing in this Agreement or the TVN Terms of Use Agreement grants Customer the right or license to use any of the Marks.

11.0 Indemnity

Customer agree to indemnify and hold TVN, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Customer's use of the TVN Services in violation of this Agreement or the TVN Terms of Use Agreement and/or arising from a breach of this Agreement or the TVN Terms of Use and/or any breach of your representations and warranties set forth in this Agreement or the TVN Terms of Use Agreement and/or if any Content that Customer post on or through the TVN Services causes TVN to be liable to another.

12.0 Other

Your acceptance of the terms set forth in this Agreement and future modification made to this Agreement is confirmed by your continued use of the TVN Services. This Agreement constitutes the entire agreement between Customer and TVN regarding the use of the TVN Services. The failure of TVN to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. TVN is a trademark of The

Venue Network, Inc. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. Either party to this Agreement may give notice to the other at any time by electronic mail as follows: (i) if to TVN, to support@venuegen.com; and (ii) if to Customer, to the electronic mail address on TVN's records for the Plan Administrator.

Exhibit A (TVN Terms of Use Agreement)

Exhibit B (Customer Information and Plan Selection)

Customer Information

Company Name: _____

Company Website: _____

Email Address for Billing _____

* Invoices will be emailed to this address

Mailing Address for Billing _____

* Invoices will be mailed to this address only if no email address is provided

Account Contact: _____

Account Contact Phone: _____

Account Contact Email: _____

IT Contact Name: _____

IT Contact Email: _____

Plan Selection

Price per Event Hour: \$2.00

Overage Rate: \$2.50

Number of Event Hours contracted for per month

* Enter a round number no less than 250

Your plan price per month will be the number of plan hours entered above times \$2.00

Your invoice will be for the full 90 day term i.e. the monthly price time three.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE. I HAVE CORRECTLY ENTERED MY CUSTOMER INFORMATION AND VERIFIED THE PLAN HOURS AND PRICING LISTED IN EXHIBIT B. I AM AUTHORIZED BY THE CUSTOMER TO OBLIGATE THE CUSTOMER TO ALL TERMS AND CONDITIONS SETFORTH IN THIS AGREEMENT.

Print Name: _____

Signature: _____

Date: _____