



Date: 30 January 2019

Licensing Agreement

Organization or Institution:

City of Hattiesburg

Mailing Address:

Primary Contact Name:

Contact's Telephone Number:

Contact's Email Address:

LICENSE FEES:

Service Options: (all subscriptions come with unlimited searches, unlimited watch terms and unlimited results)	Total Months:	Cost
TVEyes Media Monitoring Suite (MMS) subscription. 11/1/2019-10/31/2020	12	\$3,600 (one invoice up front)

TVEyes Federal Tax ID: #06-1555547**LICENSE AGREEMENT - TERMS AND CONDITIONS**

- 1. AGREEMENT TO PURCHASE.** This Agreement is entered into as of the date executed by TVEyes, Inc. ("Company" or "we") and the institution or organization identified on the Schedule of Licenses and Fees attached hereto ("Client" or "you"). We hereby agree to sell and you agree to purchase the number of TVEyes- Media Monitoring seats as identified on such Schedule ("the Licenses"). Client agrees to pay Company the fees and Company agrees to deliver the Licenses as set forth in this Agreement. Client may purchase additional seats from time to time by executing one or more supplemental Statement(s) of Licenses that will reference and be subject to the terms and conditions of this Agreement.
- 2. TERM.** The term of this Agreement shall commence on the date executed by Company and extend for the period of time listed as length of term above. TVEyes reserves the right to change the fees associated with this Agreement at the conclusion of each Term.
- 3. OWNERSHIP AND COPYRIGHT.** Company and its third party providers shall retain ownership of all rights in and to the Licenses. Client may not copy, license, sell, resell, transfer, distribute or otherwise exploit any of the foregoing and will use its best efforts to stop any unauthorized use thereof. The data provided is from proprietary sources and may be utilized for Client's internal research and analysis purposes only.
- 4. CONFIDENTIALITY.** The parties agree that the terms of this Agreement shall remain confidential and shall not be divulged to any third party. Nothing in this paragraph shall be deemed to restrict Company's right to include Client's name in its promotional material (e.g., client lists).
- 5. LIMITATION OF LIABILITY.** Neither party shall be liable to the other party for any loss of profit or other commercial injury, or any special incident, punitive or consequential damages under any cause of action arising out of or relating to this agreement, even if advised in advance of the possibility of such damages.
- 6. ASSIGNMENT.** The Client may not assign the license(s) granted under this Agreement without the prior written consent of TVEyes.

7. RELATIONSHIP OF THE PARTIES. Nothing contained in this Agreement shall be deemed to create or constitute a partnership, joint venture, or relationship of principal and agent between the parties.
8. ENTIRE AGREEMENT. This Agreement, consisting of Schedule of Licenses and Fees and Terms and Conditions sets forth the entire agreement between the parties and supersedes any and all previous oral or written agreements or understandings between the parties. This Agreement may not be changed, modified or discharged, in whole or in part, except by a writing signed by both parties.
9. RENEWAL. Services provided under this agreement shall be provided for the term of the agreement. The services will automatically renew for a term of the same length unless (i) You provide TVEyes with written notice no later than sixty (60) days prior to the end of the term of your intention not to renew the service, or (ii) TVEyes provides you with written notice no later than sixty (60) days prior to the end of term of its intention not to renew the agreement. TVEyes reserves the right to increase service fees during any renewal term by up to 8% above the applicable pricing in the prior term.
10. INTEGRATION. TVEyes may, at the request of the client, provide integration to a third-party platform. This will include only search results. This integration will be available only to customers who maintain a contractual relationship with TVEyes. Further, TVEyes is not responsible for the claims made by third-party service providers related to the utilization of TVEyes, its services or its capture network.

Customer Acknowledgement (Initial) _____

PAYMENT SCHEDULE

An Invoice will be sent to the person or persons designated below upon execution of this Agreement, and except as expressly set out in this Agreement, will be due and payable in full to TVEyes Net 30 days from date of execution. A late payment fee of 1.5% per month will be applied to all past due balances. TVEyes reserves the right to terminate services if payment of the invoice amount is not received. The client shall have 5 days from the Delivery date within which to notify Company of any material non-conformity of the Licenses. Failure to timely respond shall be deemed acceptance.

Customer Acknowledgement (Initial) _____

REQUIRED INFORMATION The following individual has been designated by Client as the primary liaison for any financial obligations to Company described herein, and will be the recipient of any invoices submitted to Client.

Name/Title: _____
 Billing Address: _____
 Telephone: _____
 Fax: _____
 Email: _____
 Purchase Order #: _____

Agreement Acceptance:

The authorized signatories below, on behalf of their respective organizations, agree to the pricing and other terms outlined herein. This Schedule of Licenses and Fees and list of Terms and Conditions shall be collectively referred to as the "Agreement". All notices or other communications required or permitted under this Agreement shall be forwarded to the individuals named below.

[Client]	[Company]	TVEyes, Inc.
Authorized	Authorized	
Signature: _____	Signature: _____	
Name/Title: _____	Name/Title: _____	Chris Catropa, Senior Account Executive
Date: _____		

Mailing
Address:

Fax:

Email:

Mailing
Address:

Fax:

Email:

TVEyes Inc.

1150 Post Rd.

Fairfield, CT 06824

(203) 254-3600 x233

(203) 254-3605

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