

## MEDIALON PREMIUM SERVICE PLAN CONTRACT

Premium Registration Number: XXXX

This "Medialon Premium Service Plan Contract" dated as of \_\_\_\_\_, 200\_\_\_\_,

BY AND BETWEEN

### **Medialon**

Address : 2977 McFarlane Road, Suite 301, Miami, Florida 33133, USA

Called hereinafter as "**Medialon**"

AND

### **XXXXXXXX**

Address : xxxxx, ZIP City, Country

Called hereinafter as "**the Customer**"

Both hereinafter called the "Parties".

Medialon will provide to the Customer a set of services under the terms and conditions described hereafter (the "Premium Service").

## **1 Coverage**

During the term of this Contract, for the Covered Product:

Medialon Manager PRO Software Version \_\_\_\_\_ license Serial Number: XXXX and related Medialon MxMs plug-ins;

Medialon will provide the Customer with:

- Priority access to telephone and electronic mail technical support.
- Free updates of the Covered Product ("Updates") and major upgrades of the Covered Product ("Versions"), as soon as they are published.
- Free project design assistance
- Free priority access to training on the Covered Product.

## **2 Technical Support Provided**

Medialon will provide the Customer with telephone and electronic mail technical support for the Covered Product, and related Updates and Versions released by Medialon. This support includes assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery), including storing, retrieving, and managing files; interpreting system error messages. Requests for support may be made only by Customer personnel who: (i) possess the necessary expertise and training (as from time to time defined by Medialon) to diagnose and resolve system and software malfunctions with assistance by Medialon; and (ii) are designated as "Contacts" in accordance with the applicable Medialon procedures. Only \_\_\_\_\_ Customer employees may be designated "Contacts" at any given time.

### **3 Obtaining Technical Support Under This Contract**

The Customer may obtain telephone and electronic mail technical support by calling phone number provided or sending electronic mail to the e-mail address provided.

A Customer Contact must be in front of the PC running the Covered Product.

Medialon may require the Customer to electronically send the project file run by the Covered Product for further analysis (ie: Medialon Manager Project File).

Medialon may use webinar technology to forward on the Customer's screen, the support engineer's screen in order to demonstrate live programming. In this case the Customer must be connected to Internet. Medialon uses standard webinar products and services from a third party company. The Customer acknowledges that a use of this webinar service poses security risks that come with the use of any Internet-based service.

Information about Medialon's hours of service and expected response times for telephone and electronic mail technical support, phone number and mail address for the Customer's area are available at Medialon website, [www.medialon.com](http://www.medialon.com), home page, "To Premium Zone" link (restricted access, the Premium Service web site)

### **4 Obtaining Free Updates and Versions**

The Customer must provide a valid email address to which free Updates and Versions for the Covered Products will be sent. Software Updates and Versions are both the software itself to be downloaded from the location specified in Medialon's email and as an executable software to update the software key. Updates and Versions are valid only for the Covered Product.

### **5 Obtaining Free and Priority Access to Training**

To obtain free priority access to training, the Customer must subscribe to regular training on Medialon's web site and mention the Premium registration number listed on this contract. Free priority access to training is limited to the number of places available on the date of the Customer's subscription. Medialon reserve the right to cancel a training session. In this case, a new date will be posted for the next training session.

### **6 Obtaining Free Project Design Assistance**

To obtain Free "project design assistance", the Customer must mention the Premium registration number listed on this Contract when requesting assistance using one of the three following methods.

Send electronic mail to [support@medialon.com](mailto:support@medialon.com), call the phone number provided by Medialon or fill in the webform at [www.medialon.com/support/premium.htm](http://www.medialon.com/support/premium.htm) (The Premium Service web site).

The Customer must provide a short description of the project, list of equipment to be controlled and functionalities requested. Medialon will respond within 5 business days and provide a block diagram, confirm feasibility, and list of necessary Mxms.

## 7 Customer's Responsibilities

To continue to receive service under the Premium Service, the Customer agrees to the following responsibilities;

- a. The Customer agrees to follow Medialon's instructions and to follow any preventative maintenance, operating or troubleshooting procedure specified by Medialon.
- b. The Customer agrees to back up all data on the Covered Products prior to service. Medialon will not be responsible for loss of or damage to data while performing services.
- c. In providing the Premium Service, Medialon may need to give service instructions related to hardware or software not supplied by Medialon. Some warranties for third-party products may become void in this case. It is the Customer's responsibility to review the terms of those warranties and ensure that Medialon's instructions will not affect the warranties, or, if it does, that the effect will be acceptable to the Customer.
- d. The Customer agrees that any information or data disclosed to Medialon is not confidential or proprietary to the Customer or any third party.

## 8 Limitations and Restrictions

- a. This Contract does not cover:
  - (i) Issues that could be resolved by upgrading the Covered Product to the current Version if the Customer failed or chose not to upgrade;
  - (ii) Customer's use and modification of the Covered Product including its plug-in software in a manner for which it is not intended to be used or modified;
  - (iii) Third-party products or their effects on the Covered Product;
  - (iv) Medialon software other than the software originally configured on the Covered Product, Updates and Versions;
  - (v) Software designated as "beta", "pre-release", or "preview" or similarly labelled software;
  - (vi) On site assistance.
  - (vii) Failures caused by abuse, misuse or casualty loss, including due to power outages and surges.
- b. MEDIALON DOES NOT WARRANT THAT THE UPDATES, VERSIONS, OR COVERED PRODUCT WILL BE FREE FROM ALL BUGS, ERRORS AND OMISSIONS. MEDIALON DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO ANY UPDATE AND/OR SERVICE FURNISHED BY MEDIALON.
- c. IN NO EVENT SHALL MEDIALON BE LIABLE FOR ANY LOST PROFITS, LOST DATA, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE EXISTENCE, FURNISHING, FAILURE TO FURNISH, OR USE OF ANY UPDATE, VERSION, AND/OR SERVICE. IN ANY CASE, MEDIALON TOTAL LIABILITY SHALL BE LIMITED TO THE PRICE PAID BY THE CUSTOMER FOR 12 MONTHS OF THE PREMIUM SERVICE.

- d. The Updates, Versions, and Covered Product are owned by Medialon and/or its suppliers and is copyrighted and proprietary in nature. The Updates, Versions, and Covered Product are being licensed, not sold to the Customer. The Customer agrees to respect such proprietary rights and not to use the Updates, Versions, or Covered Product except as permitted by this Contract and the software license, and not be decompile, disassemble or reverse engineer the Updates, Versions, or Covered Product, and not to reproduce, print, sublicense, duplicate, sell, distribute, or disclose or otherwise make the Updates, Versions, or Covered Product available to any third party, in whole or in part, in whatever form without Medialon's prior written consent.
- e. The Customer agrees to hold the Updates and Covered Product in confidence, using at least the same precautions and degree of care it uses to protect its own confidential information, but no less than reasonable care.

## **9 Term of this Contract**

The term of this Contract will commence the date hereof and, unless sooner terminated as hereafter provided, will continue for 12 months. This Agreement will be automatically renewed for additional, consecutive 12-month periods unless either party gives the other written notice of termination at least one month prior to the end of the then current term. If this Contract is renewed, Medialon will invoice the Customer at Medialon's then standard rate for the Premium Service. Payment is due within 30 days of invoice. Medialon shall have the right to terminate this Contract and the rights and licenses granted to the Customer hereunder immediately upon notice to the Customer if the Customer does not make timely payment in full. Medialon shall also have the right to terminate immediately upon notice to the Customer if the Customer breaches Paragraph 8d or 8e of this Contract. Upon any expiration or termination of this Contract, all rights of the Customer will terminate and automatically revert to Medialon and the Customer will forthwith discontinue all use of the Updates, Versions, and Covered Product and return to Medialon all copies of the Updates, Versions, and Covered Product and all related materials in the Customer's possession or control.

## **10 Transfer of Contract**

This Contract cannot be transferred or assigned by the Customer without the prior written consent of Medialon.

## **11 Other Provisions**

- a. Medialon reserves the right to change or modify any terms and conditions of the Premium Service at any time and from time to time at its sole discretion. Medialon will notify the Customer of any material change. Customer may, within 15 days of Medialon's notification, notify Medialon in writing that the Customer does not accept the change and desires to terminate this Contract. In that event, this Contract will terminate upon Medialon's receipt of the Customer's notification, and the Customer will receive a pro-rata refund for the unexpired term of this Contract.
- b. This Contract contains the entire agreement between Medialon and the Customer with respect to the Premium Service. Any terms and conditions of any purchase or other form or document issued by the Customer, irrespective of their materiality, which are either different from or additional to the terms and conditions expressed herein are objected to and excluded and shall not be binding on Medialon unless expressly agreed to in writing by Medialon, and performance shall not constitute agreement to any such different or additional terms or conditions. No agreement or other

understanding purporting to add to or to modify the terms and conditions of this Contract shall be binding upon Medialon unless agreed to by Medialon in writing.

- c. This is not a warranty. The Covered Product may come with a limited warranty from Medialon. Please review the terms of the warranty to identify the rights and remedies contained therein. Medialon will not be liable for interruptions, delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof caused or occasioned by, or due to fire, flood, water, earthquake, the elements, acts of God, war and threat of imminent war, terrorism or elevated risk of terrorism, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond Medialon’s reasonable control, whether or not similar to those listed herein. If such an event continues for a period exceeding 30 days, unless local law provides otherwise, Medialon shall have the right to terminate this Agreement with immediate effect and the Customer will receive a pro-rata refund for the Plans unexpired term.
  
- d. This Contract shall be governed by and construed in accordance with the laws of the State of Florida without regard to any conflict of law rules. Any controversy arising out of or relating to this Contract shall be settled by arbitration in Dade County, Florida under the Commercial Arbitration Rules of the American Arbitration Association.

**For Medialon**  
Signature  
Title

**For XXXXX**  
Signature  
Title