



Licensing Agreement

Organization or Institution:	City of Redlands
Mailing Address:	35 Cajon Street
	PO Box 3005
Primary Contact Name:	Ben Rodriguez
Contact's Telephone Number:	909-437-7209
Contact's Email Address:	brodriguez@cityofredlands.org

LICENSE FEES:

Service:	Number of Licenses/logins:	Total Years:	Cost
Unlimited Media Monitoring Suite (MMS) service. 7/1/2015 - 7/1/2016	5	1 year	\$3,600

TVEyes Federal Tax ID: #06-15555 47

[Client]	City of Redlands	[Company]	TV Eyes, Inc.
Authorized Signature:		Authorized Signature:	
Name/Title:	Tina T. Kundig / Finance Director	Name/Title:	Chris Catropa Account Executive
Mailing Address:	35 Cajon Street PO Box 3005 Redlands, CA 92373	Mailing Address:	TVEyes Inc. 1150 Post Rd. Fairfield, CT 06824 (203) 254-3600 x334
Fax:	909-798-7697	Fax:	(203) 254-3605
Email:	TOT@cityofredlands.org	Email:	ccatropa@tveyes.com

ATTEST: Sam Irwin, City Clerk

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:	Accounts Payable / Finance Department
Billing Address:	35 Cajon Street, Suite 30
Telephone:	909-798-7541
Fax:	909-335-4735
Email:	

Purchase Order #:	
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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. Any of Client, its affiliates and related persons, and their owners, directors, officers, employees and contractors may utilize the Licenses. Nothing herein shall prohibit such persons from utilizing the Licenses remotely or via mobile device, or require Client to obtain additional Licenses or pay additional fees as a result of such access.
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.
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 by its personnel. The data provided is from proprietary sources and may be utilized only for the internal purposes of Client, its affiliates and related persons, and their owners, directors, officers, employees and contractors. Company represents, warrants and covenants, as applicable, that it owns and will continue to own all the necessary intellectual property rights and holds and will continue to hold all the necessary and appropriate licenses in relation to the Licenses, and that it has and will continue to have the right and authority to license the Licenses to Client during the term of this agreement. Company agrees, unconditionally and without any limitation whatsoever, to fully indemnify and hold Client harmless for any loss, liability or expense (including attorneys' fees) incurred by Client as a result of Company's breach (or any claim by a third party that the Company has breached) the foregoing representations and covenants.
4. **CONFIDENTIALITY.** The parties agree that the terms of this Agreement shall remain confidential and shall not be divulged to any third party. In no event shall Company divulge Client's name or include Client's name in its promotional material (e.g., client lists). Company shall keep confidential, and not use (other than in the due course of providing the License to Client hereunder), any information disclosed to Company by or on behalf of Client. This clause shall not apply to information which (i) is publically known (through no fault of Company) or (ii) must be disclosed by law. If such disclosure is required by law, Company agrees, to the extent permitted by law, to provide Client with prompt written notice prior to any disclosure so that Client may, at its sole expense, seek an appropriate protective order or other appropriate remedy. The obligations of this section shall survive the termination of this Agreement.
5. **LIMITATION OF LIABILITY.** Subject to Section 3 above, 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 Company.
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.