Inova Solutions End User License Agreement

## Section I: Identification of Inova Solutions and Client.

This Agreement is made and entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between Inova Solutions, Inc. (“Inova”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Client”).

## Section II: Software License Agreement.

The software listed in the attached **Schedule A** or any Master Agreement, Purchase Order, or Statement of Work between Inova Solutions, and Client (“the Software”) is licensed to Client, not sold. No title to or rights of ownership of the software pass to the Client as a result of this Agreement. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is furnished under a nontransferable, nonexclusive, perpetual license for internal use by Client. Inova software may be licensed per seat, per concurrent user, per content player, per physical site or per enterprise. Client may only deploy the Software as licensed. Client may not copy the documentation or the Software; however, Client is permitted to make one copy for back-up purposes. Client may not distribute, rent, sub-license or lease the Software or documentation, including translating, de-compiling, disassembling, reverse-engineering or creating derivative works. The Software identified as ‘Four Winds’ within said Master Agreement, Purchase Order or Statement of Work is the property of Four Winds Interactive, LLC, licensed to Inova and, as such, is subject to this Agreement.

## Section III: Intellectual Property Indemnification

Inova Solutions will indemnify and hold Client harmless from and against any and all claims, demands, damages, and costs directly attributable to a claim that Client's authorized use of the Inova Software and/or Equipment licensed under this Agreement infringes the intellectual property rights of any third party, provided that: (1) Client gives prompt written notice of each such claim and (2) Inova has the right to control and direct the investigation, defense and settlement of each such claim. Following its receipt of notice of such claim, Inova may, at its expense and discretion, procure for Client the right to continue to use the alleged infringing Inova Software and/or Equipment in accordance with this Agreement; or, Inova may replace or modify the Inova Software and/or Equipment to make it non-infringing, provided the replacement substantially meets the functionality of the replaced Inova Software and/or Equipment. Inova shall have no liability for any claim under this section if the claim is based on unauthorized use or modification of the Inova Software and/or Equipment by Client.

## Section IV: Software Warranty

Inova warrants that for a period of ninety (90) days from shipment the media will be free of defects in materials and workmanship and that the Software conforms to its published specifications. Except for the foregoing the Software is provided as is. Client’s exclusive remedy and the entire liability of Inova Solutions and Inova resellers under this warranty will be repair, replacement or refund of the software. In no event does Inova warrant the Software is error free or that the Client will be able to operate the Software without problems or interruptions. For the first year following installation, Inova requires the purchase of an ISA (Inova Support Agreement). Inova agrees to provide support and maintenance for the Software during this period in accordance with the terms of the ISA, and will extend this support and maintenance during subsequent continuous one-year ISA renewal periods if continuing support is purchased by the Client.

## Section V: Limited Liability

IN NO EVENT WILL INOVA SOLUTIONS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FROM THE SALE OR USE OF INOVA SOFTWARE. THIS DISCLAIMER APPLIES BOTH DURING AND AFTER THE TERM OF THE WARRANTY. INOVA SOLUTIONS DISCLAIMS LIABILITY FOR ANY IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

## Section VI: Nonassignability

Client shall not assign this Agreement or the rights hereunder without the prior written consent of Inova. Notwithstanding the foregoing, Client may assign this Agreement and/or any rights and/or obligations hereunder to: (i) any successor by merger, acquisition, consolidation or other corporate restructuring; (ii) any parent or majority owned subsidiary; or (iii) any entity which acquires all or substantially all of Client’s assets.

## Section VII: Non-disclosure

Client understands that the Software and the information related to its installation, use, and maintenance contains confidential information. Client agrees to protect that confidential information as it would its own, but in no event using less than a reasonable standard of care. Client shall not disclose such information except as necessary to utilize the Software as intended under this Agreement.

## Section VIII: Entire Agreement

This document constitutes the License Agreement between the parties, and no promises or representations, other than those contained here or in subsidiary documents such as Statements of Work or Change orders that are in writing and signed by authorized representatives of both parties, and those implied by law, have been made by Inova Solutions or Client. Attachments to this Agreement become part of this Agreement. Any modifications to this Agreement must be in writing signed by Inova Solutions and Client. This agreement is to be interpreted by the laws of the state of Virginia.

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Authorized Signature (Client) Date

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Printed Name Title

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Authorized Signature (Inova Solutions) Date

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Printed Name Title