

License Agreement

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The purpose of this Agreement is to provide the Licensee with a license to use **Display Changer II** (herein called “the Software”), a software product developed by the Licensor, for installation in a commercial or business environment. The license granted extends worldwide.

Therefore, the parties have agreed as follows:

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Individual License	US\$99
Bronze Corporate License (1-100 company headcount)	US\$499
Silver Corporate License (101-1,000 company headcount)	US\$2,499
Gold Corporate License (1,001-10,000 company headcount)	US\$4,999
Platinum Corporate License (over 10,000 company headcount)	US\$9,999

Confidentiality

The Licensee will take reasonable measures to keep all confidential information licensed under this agreement confidential.

Term

The licenses provided under this Agreement are effective until terminated. The Licensee shall exercise its rights for the license provided under this Agreement within 12 months from the date of execution of this Agreement, failing which the licenses shall automatically stand terminated.

Assignment and Sublicense

Without prior written permission from the Licensors, the Licensee shall not assign the licenses under the Agreement and, except as expressly allowed by this Agreement, shall not grant any sublicenses of the rights licensed under this Agreement.

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The Licensee will indemnify, defend and hold the Licensors harmless against claims or suits arising from use of licensed software asserted by or on behalf of any of the Licensee's customers or other parties to whom the Licensee or the Licensee's employees or agents provided such works based in whole or in part on acts or omissions of the Licensee's employees or agents including non-compliance with the specifications and technical information provided by the Licensors, and/or any action or failure to act by the Licensee's employees or agents; as well as claims for negligence, breach of contract, or similar claims or suits relating to products or services sold by the Licensee or the Licensee's employees or agents. The Licensee's obligations under this paragraph include the payment of any defense costs and attorney's fees incurred by Licensors.

Taxes

Applicable taxes on all payments relating to, or arising out of, this Agreement shall be borne by the Licensors.

Choice of Law

This agreement will be governed by the applicable laws of the State of Illinois and of the United States of America. In the event of a dispute concerning the parties' rights and obligations under this Agreement, each of the parties agree to submit to the exclusive jurisdiction of the courts of the State of Illinois.

Severability

If any part of this Agreement is found to be void or unenforceable by a court with competent jurisdiction, it will not affect the validity of the remaining terms of this Agreement, which shall remain valid and enforceable according to the remaining terms and conditions.

Limited Warranty

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This agreement shall be governed by the laws of the State of Illinois and shall inure to the benefit of 12noon and any successors, administrators, heirs and assigns. Any action or proceeding brought by either party against the other arising out of or related to this agreement shall be brought only in a STATE or FEDERAL COURT of competent jurisdiction located in Cook County, Illinois. The parties hereby consent to in personam jurisdiction of said courts.