

TERMS AND CONDITIONS

1. TERMS AND CONDITIONS

These terms and conditions (“Terms and Conditions” and Provider’s Proposal (“Proposal”) represent the entire agreement (this “Agreement”) made by and between Multimedia Plus, Inc. (“Provider”) and the person or entity ordering services from Provider (the “Client”). This Agreement may not to be supplemented, modified or amended except by written agreement signed by both the Client and Provider. This Agreement gives Client certain rights and responsibilities in connection with the video, photography, audio or graphic files produced by the Provider for the Client (the “Interactive Content”) and the QuizScore platform (the “Platform” and the Interactive Content are collectively the “Product”), depending on the services (“Services”) purchased by the Client in connection with same, as more particularly described in the Proposal.

2. PAYMENT TERMS

(a) The amount of compensation to be paid by the Client to Provider for the work to be performed pursuant to this Agreement (the “Payment”) shall be that quoted for such work by Provider in writing to the Client in the Proposal. The Payment shall be subject to any changes which may be agreed by the parties during the performance of the work, such as changes in the scope or specifications of the work to be performed as the Proposal is based on sight-unseen estimates determined by the Provider.

(b) Rescheduling fees for videography and on-site production services. Any rescheduling of on-site production services shall be by written notice to Provider and shall incur the following charges: (1) if notice is received by Provider 2 or more weeks prior to shooting – no charge, (2) if notice is received by Provider less than 2 weeks before shooting but more than 48 hours before shooting – 50% of the fees associated with such shoot, (3) any notices received less than 48 hours before shooting – 100% of the fees associated with such shoot. Regardless of when notice of rescheduling is provided to the Provider, Client shall be responsible for any non-cancelable travel expenses incurred by Provider in connection with such rescheduling.

(c) No Cancellation. Except as is expressly set forth in the Proposal or in Section 9 of this Agreement, neither party shall have the right to cancel the Proposal or the Services provided thereunder.

3. INTERACTIVE CONTENT LICENSE

As a result of considerable resources and know-how utilized by the Provider in connection with the production of the Interactive Content, and per the terms of certain agreements entered into by the Provider with third parties that license content to Provider to be used in the Interactive Content, the Provider shall exclusively and perpetually own all right, title and interest to the Interactive Content. Any and all (i) masters of the final Interactive Content, and (ii) raw footage, produced by Provider for the Client, including but not limited to any audio or video recordings, computer files or graphics, are the sole property of the Provider and shall not constitute a work-made- for-hire as defined in the United States Copyright Act of 1976. Provider, though, may only use the Interactive Content produced for the Client, other than as provided herein, at Client’s discretion, including but not limited to for promotional or demonstrational purposes.

The Provider shall issue a license to Client to use the Product, in the intended medium, after payment in full of all outstanding balances of the Payment, fees and disbursements due to Provider. The intended medium is for employees and affiliates of the Client through the Platform and specifically not for broadcast or for general public viewing.

4. PLATFORM LICENSE

Provider hereby grants a limited, nonexclusive, revocable license to Client to use the Platform in accordance with this Agreement. Client grants Provider a worldwide, limited-term free license to host, copy, transmit and display Client Materials to individuals authorized by Provider and Client to use the Service (each a "User").

5. REPRESENTATIONS, RESERVATION OF RIGHTS AND OWNERSHIP

Each party represents that it has validly entered into this Agreement and has the legal power to do so. Provider represents and warrants that the (i) Provider owns or has obtained all necessary rights, title, and interest in and to the material to be worked on by Provider in connection with the Product, other than Client Materials, including and without limitation all applicable copyrights, trademarks or service marks, or license, with respect to written materials or designs, the rights and titles for film and audio production and any necessary patent rights or licenses with respect to technical materials, and (ii) Service to be performed by Provider with respect to such materials, or any copying in connection therewith, will not infringe or otherwise violate the rights of any third parties. The Product is licensed, not sold and Provider reserves all rights not expressly granted to Client in this Agreement. The Product is protected by copyright, trade secret and other intellectual property laws. Provider and its licensors own the title, copyright, and other worldwide intellectual property rights in the Product and all copies of the Product. This Agreement does not grant the Client any rights to trademarks or service marks of Provider. Client shall not, during the term of this Agreement, any extension and/or renewal thereof, or at any time thereafter, dispute or contest, directly or indirectly, Provider's ownership of the Product, the source and object code of the Product, the validity of any of the copyrights or trademarks pertaining thereto or Provider's ownership thereof, nor shall Client assist or aid others whether directly or indirectly in doing so. Client shall cooperate with and assist fully the Provider in preventing or stopping any infringement or unfair use by any third party of the Product and Services provided under this Agreement. Provider shall, in its sole discretion, determine what course of action, if any, it elects to pursue in regard to said infringement or unfair use. All data collected by Provider from Client's use of the Platform, other than (i) the Confidential Information (as defined below), and (ii) personal identifying information of Client's employees, and (iii) any Client Materials (as defined below), shall be owned by the Provider (the "Data"). Client acknowledges and agrees that Provider shall have access to such Data and other information which may be used, on an anonymous basis, to produce industry reports, for promotional purposes and for maintenance and support. Further, Client hereby grants to Provider a worldwide, perpetual, irrevocable, royalty--free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Client or Users relating to the operation of the Services. All the enhancements made to the Product will become the property of the Provider. Client represents and warrants that the (i) Client owns or has obtained all necessary rights, title, and interest in and to the Client Materials (as defined below), including and without limitation all applicable copyrights, trademarks or service marks, or license, with respect to written materials or designs, the rights and titles for film and audio production and any necessary patent rights or licenses with respect to technical materials, and (ii) service to be performed by Provider with respect to such Client Materials, or any copying in connection therewith, will not infringe or otherwise violate the rights of any third parties. Any material provided by the Client ("Client Materials") and used in the Product shall remain the property of the Client and Provider shall not dispute or contest, directly or indirectly, Client's ownership in the Client Materials, the validity of any of the copyrights or trademarks pertaining thereto, nor shall Provider assist or aid others whether directly or indirectly in doing so. To the extent necessary to fulfill the intent of this Agreement, Client hereby grants a license to Provider to use the Client Materials in the Product and on the Platform only. The

Provider shall cooperate with and assist fully the Client in preventing or stopping any infringement or unfair use by any third party of the Client Materials provided under this Agreement or of any trademark or logo associated with the Client.

6. PRODUCT LICENSE RESTRICTIONS

Client acknowledges that it is not licensed or permitted under this Agreement and Client agrees that it shall not, nor permit others to do, any of the following:

- (a) modify, adapt, translate, rent or sublicense (including offering the Product to third parties on an applications service provider or time-sharing basis);
- (b) assign, loan, resell, rebrand, transfer or distribute the Product, or related materials or create derivative works based upon the Product or any part thereof;
- (c) decompile, reverse engineer, or disassemble the Product;
- (d) copy the Product in whole or part, alter, adjust, repair or circumvent any aspect of the Product, or use trade secret information contained in the Product, to develop software to interface with the Product; and
- (e) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright notices) of Provider or its licensors on or within the Product or any copies of the Product. Additionally, Client shall not use, nor shall it permit others to use the Product:
 - (a) for any unlawful, invasive, infringing, defamatory, fraudulent or obscene purpose;
 - (b) to send any virus, worm, Trojan horse or harmful code or attachment;
 - (c) to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network;
 - (d) so as to interfere with the use of the Provider or connectivity partner network by other customers or authorized Users; and
 - (e) in violation of the acceptable use policies of Provider's service providers, including its backbone providers.

7. CLIENT CONDUCT ON THE PLATFORM

During the term of this Agreement, Client and/or any of Client's Users of the Platform, may not:

- (a) Duplicate or share amongst multiple Users the unique usernames and passwords created by the Provider for each Client's User of the Platform;
- (b) Re-use the unique username and password created by the Provider for a particular User in the event said User is no longer employed by the Client. Client agrees to notify Provider of any departure of a Platform User;
- (c) Post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations;
- (d) Post or transmit any information or software which contains a virus, Trojan horse, worm or other harmful component;
- (e) Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Platform or through the Services for commercial purposes (other than as expressly permitted by the Provider); and
- (f) Upload, post, publish, reproduce, transmit or distribute in any way any component of the Platform itself or derivative works with respect thereto

8. CLIENT OBLIGATIONS

Client acknowledges and agrees that Client must:

(a) provide for its own access to the World Wide Web and pay any service fees associated with such access; and
(b) provide all equipment necessary for Client to make such connection to the World Wide Web, including a computer and modem. In the event the Client requires installation of the Platform on its network, Client shall, at its own expense, provide all necessary preparations required to connect to the Platform and comply with Provider's installation and maintenance specifications for delivery of the Platform. Client shall be responsible for all hardware, software, cabling, services and components not provided by Provider. If such items impair Client's use of the Platform, Client shall remain liable for payment to Provider for the Platform. Upon notice from Provider that any such component causes or is likely to cause a hazard, interference or obstruction of the Services, Client shall eliminate such item promptly, and Provider may disconnect the Platform immediately until such elimination occurs.

Provider shall not be responsible:

- (a) for the installation, operation, management or maintenance of any hardware, software, cabling or services not provided by Provider in connection with the Platform;
- (b) if any changes in the Platform cause hardware, software, configurations, cabling or services not provided by Provider to become obsolete or to require modification;
- (c) if any modification or configuration performed by Client impairs the performance of the Platform hereunder (provided Provider will attempt to inform Client of generational or significant system changes that it becomes aware of); or
- (d) for any Client system interface incompatibility in connection with the use of the Platform or with respect to SCORM compatibility.

9. TERMINATION AND END OF TERM

a) Termination for Cause. Either party may terminate this Agreement upon written notice if: (a) the other party materially breaches an obligation or representation contained in this Agreement and fails to cure such breach within thirty (30) days following its written receipt of notice of such breach; (b) the other party fails to function as a going concern or operate in the ordinary course; (c) there is an assignment by the other party for the benefit of its creditors; (d) there is a voluntary or involuntary bankruptcy filing by or against the other party. Provider may immediately terminate this Agreement without notice and opportunity to cure and disconnect the Platform and Services upon a breach of the payment terms in this Agreement. Provider may terminate this Agreement without cause, and for any or no reason, upon sixty (60) days prior written notice to Client.

(b) Termination Fees. Except where early termination occurs due to force majeure, if Client terminates this Agreement prior to the end of the Term, Client shall immediately pay all charges that would be due to Provider for use of the Platform through the end of the Term (the "Termination Fee"), calculated based on the remaining number of months of the Term, at a monthly rate based on the total monthly charges for the month immediately prior to the Termination. Client acknowledges that such Termination Fee is not a penalty but is in the nature of liquidated damages.

(c) Effect of Termination. Termination of this Agreement shall not limit Provider from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Client of its obligation to pay all fees that have accrued or are otherwise owed by Client, including Termination Fees. Upon expiration or termination of this Agreement: (i) the rights granted to Client under this Agreement will cease immediately upon the effective date of such termination and be of no further force or effect; and (ii) each party shall immediately surrender to the other any respective Confidential Information and respective materials associated with Product.

(d) Term. Unless otherwise provided in the Proposal the term of this Agreement shall be two (2) years from the date of first use of the Platform by the Client (the "Term"), and the Platform subscription shall automatically renew for successive one (1) year terms, at the then-current rate for use of the Platform typically charged by Provider to its clients. All notices to Provider under this Agreement with respect to termination shall be in writing and shall be sent by prepaid registered or certified mail, return receipt requested or by prepaid overnight courier to

the following:

Multimedia Plus, Inc.
853 Broadway
Suite 901
New York, NY

(e) QuizScore Platform user Subscriptions are non-refundable and may only be terminated at the end of the contract period set forth in the Proposal or in this Agreement, whichever is later.

(f) Any reversal or revocation of order of Interactive Content by the Client require written notice to Provider. Any such revocation of order will incur a fee equal to the greater of the (i) deposit, or (ii) the portion of the Payment associated with the work already performed. Client acknowledges that any initial deposit paid by the Client in connection with the Interactive Content, per the Proposal, is non-refundable and any payments made thereafter are for work already performed by Provider and non--refundable.

10. DISCLAIMER OF WARRANTIES

Except as otherwise provided herein, Provider makes no warranty, whether express or implied or statutory, regarding this Platform, Services, Product, CDs, DVDs and related materials, including any warranty of fitness for a particular purpose, and merchantability. Provider does not warrant that any hardware or hardware interface purchased or used in conjunction with this platform or services are secure, free from bugs, viruses, threat of hackers, interruption or errors, or that the Platform or Services will meet Client's requirements. Further, Provider does not warrant access to the Internet or to any other service or content or data through the Platform.

11. LIMITATION OF LIABILITY

The entire cumulative liability of Provider for any reason arising from or relating to this Agreement shall be limited to the amount paid by Client for one month's use of the Platform. To the maximum extent permitted by applicable law, Provider shall not be liable for any indirect, special, incidental, exemplary, or consequential damages or for any damages relating to loss of business, telecommunication failures, the loss, corruption or theft of data, viruses, spyware, loss of profits or investment, use of the Platform with hardware or other platform that does not meet Provider's systems requirements or the like, whether based in contract, tort (including negligence), product liability or otherwise, even if Provider has been advised of the possibility of such damages, and even if a remedy set forth herein is found to have failed of its essential purpose. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Provider and Client. Provider would not be able to have provided this Platform or Services without such limitations.

12. INDEMNITY

Client shall indemnify and hold Provider harmless from and against all loss, liability, damage and expense caused by Client's officers, employees, agents, vendors, partners or contractors arising from claims or demands:

(a) arising in connection with any challenge to Client's rights to, or use of, the Client Materials, any allegation or infringement or violation of a third party's rights, or any other circumstance calling into question the accuracy and truth of Client's representations and warranties above, whether or not such challenges or allegations are ultimately successful in legal proceedings;

(b) costs, expenses, attorney fees and disbursements, losses and damages of any kind incurred by Provider as a consequence of or in connection with such claim, whether or not Provider was named as a party to any action or proceeding in connection therewith;

(c) in connection with any illegal or libelous material, printed, recorded, or otherwise processed by Provider on behalf of the Client;

- (d) for damages to property or for injury or death to persons, including without limitation any disability, death or Worker's Compensation benefits;
- (e) arising from data transmitted, received or stored on the Platform by or through Client; and
- (f) relating to the misuse by Client of any Services provided under this Agreement.

Provider shall (a) promptly give Client written notice of a claim for which Provider seeks indemnification ("Provider Indemnity Claim"), (b) give Client sole control of the defense and settlement of the Provider Indemnity Claim (except that Client may not settle any Provider Indemnity Claim unless it unconditionally releases Provider of all liability), and (c) give Client all reasonable assistance, at Client's expense.

Provider shall indemnify and hold Client harmless from and against all loss, liability, damage and expense caused by Provider's officers, employees, agents, vendors, partners or contractors arising from claims or demands, other than those covered in the above Client indemnity:

- (a) in connection with any challenge to Provider's rights to, or use of, the Interactive Content, any allegation or infringement or violation of a third party's rights, or any other circumstance calling into question the accuracy and truth of Provider's representations and warranties above, whether or not such challenges or allegations are ultimately successful in legal proceedings, costs, expenses, attorney fees and disbursements, losses and damages of any kind incurred by Client as a consequence of or in connection with such claim, whether or not Client was named as a party to any action or proceeding in connection therewith, in connection with any illegal or libelous material, printed, recorded, or otherwise processed by Provider in connection with the Product, or
- (b) for damages to property or for injury or death to persons, including without limitation any disability, death or Worker's Compensation benefits.

Client shall (a) promptly give Provider written notice of a claim for which Client seeks indemnification ("Client Indemnity Claim"), (b) give Provider sole control of the defense and settlement of the Client Indemnity Claim (except that Provider may not settle any Client Indemnity Claim unless it unconditionally releases Client of all liability), and (c) give Provider all reasonable assistance, at Provider's expense. If Provider receives information about an infringement, or a misappropriation claim related to a Service, Provider may in its discretion and at no cost to Client (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for Client's continued use of that Service in accordance with this Agreement, or (iii) terminate Client's subscription for that Service upon 30 days' written notice and refund Client any prepaid fees covering the remainder of the Term of the terminated subscription.

13. EMPLOYEES & SUBCONTRACTORS

Client agrees that Client shall not solicit or retain, either directly or indirectly, any employee or subcontractor of Provider, or any person who is or was employed/engaged by the Provider during the term of this Agreement, unless such person shall have ceased to be engaged by Provider for a period of at least twelve (12) months, to provide services for Client other than by submitting the desired work to Provider during the Term and for a period of two (2) years after the termination of this Agreement. In the event of any breach of this provision by the Client, without limiting any other remedy which may be available to Provider, shall owe Provider, as a referral fee, 100% of any and all amounts paid by Client to such employee or subcontractor with respect to any services performed for Client, for a period of two years.

14. CONFIDENTIALITY

14.1 The parties undertake to take reasonable measures to protect the confidentiality of the other's proprietary information ("Confidential Information"), including any materials such as trade secrets, financial information, or lists designated by the party as "Proprietary and Confidential." Nevertheless, it is understood and agreed that (i)

in the course of its engagement by the Client, Provider will be entitled to provide copies of any such Confidential or Proprietary materials to any and all of Provider's employees, agents, independent contractors, or other third party service providers, to the extent required, in Provider's judgment to complete the work contracted for by the Client, and (ii) Provider shall have no responsibility for information that becomes available to the general public through no act or negligence on the part of Provider. The parties hereto agree to keep the terms and pricing of the Services provided hereunder confidential.

14.2 The parties may disclose Confidential Information to the extent compelled by law to do so, provided the party disclosing the information shall give the owner of the Confidential Information prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the owner's cost, if the owner wishes to contest the disclosure. If a party is compelled by law to disclose the Confidential Information as part of a civil proceeding to which the owner of the Confidential Information is a party, the owner will reimburse party required to disclose the Confidential Information for its reasonable cost of compiling and providing secure access to that Confidential Information.

15. EQUITABLE REMEDIES

Client acknowledges that any breach or threatened breach by Client of any of the agreements or other provisions contained in this Agreement will result in irreparable and continuing harm to Provider for which the Provider would not have adequate remedy at law. Therefore Client acknowledges and agrees that in the event of any such breach or threatened breach, in addition to any other remedy which Provider may have at law or in equity, the Provider shall be entitled to such injunctive relief or other equitable remedies to restrain Client from violating the provisions of this Agreement and Client hereby consents to the granting of such injunctive relief or other equitable remedy by any court of competent jurisdiction, without Provider having to prove the inadequacy of the available remedies at law or any actual damages (and without being required to post a bond or other security). Any such remedy sought or obtained shall not be considered either exclusive or a waiver of the rights of Provider to assert a claim for any other remedies it may have at law or in equity.

16. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York without reference to the principles of conflicts of law. Each party hereby irrevocably submits to the jurisdiction of the courts of the State of New York, sitting in New York County, and the courts of the United States for the Southern District of New York. Each party irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court, any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum and the right to object, with respect to any such suit, action or proceeding brought in any such court, that such court does not have jurisdiction over such party. In any such suit, action or proceeding, each party waives, to the fullest extent it may effectively do so, personal service of any summons, complaint or other process and agrees that the service thereof may be made by certified or registered mail, addressed to such party at the address of its headquarters in the United States.

17. ASSIGNMENT

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

18. SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term or provision.

19. ATTORNEYS' FEES

In any action to enforce the terms of this Agreement, Provider will be entitled to reasonable attorneys' fees and other costs and expenses incurred by it in connection with such action.

20. ANTI-CORRUPTION

Client has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Provider's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Client learns of any violation of the above restriction, Client will use reasonable efforts to promptly notify the Provider.

21. TAXES

Client is responsible for payment of all taxes associated with Client's purchase under this Agreement. If Provider has the legal obligation to pay or collect taxes for which the Client is responsible, Provider will invoice Client and Client will pay that amount unless Client provides Provider with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Provider is solely responsible for taxes assessable against Provider based on its income, property and employees.

22. EXPORT COMPLIANCE

The Services, Content, other technology Provider makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Client shall not permit Users to access or use any Service or Content in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.