

LICENSE AGREEMENT (“AGREEMENT”)

1. PARTIES.

SectorNow: SectorNow, LLC (“SectorNow”)
4305 S 63RD ST
Lincoln, NE 68516

Licensee: An elementary, middle or high school; or an individual working with
an elementary, middle or high school.

Effective Date: Today’s Date

This License of the ViewPlace software as a digital platform to create content among the students, teachers, and administration is intended to facilitate communication throughout the school system.

2. DESCRIPTION AND PERMITTED USE OF THE PLATFORM

The ViewPlace Platform refers to SectorNow’s technology used to facilitate the exchange of information among the school systems throughout the United States.

SectorNow grants to Licensee a non-exclusive, non-transferable, revocable license to access the ViewPlace Platform and use its contents for the following purpose: electronic signage to communicate with the students, parents, teachers, friends, alums, employees, and administration of K-12 school systems.

3. TERM AND FEES

LICENSEE SHALL PAY SECTORNOW AS FOLLOWS:

SectorNow will offer a license to access and use the ViewPlace platform for no charge during the test phase of the product. However, SectorNow intends to charge a reasonable fee after the test phase is completed. The testing phase will commence on the Effective Date and continue for 60 days.

As consideration to access and utilize the VIEWPLACE Platform, Licensee will pay SectorNow the following fee:

* \$450 per year if Licensee is a high school, middle school or elementary school

Payment of the first yearly fee is due upon the expiration of the 60 day testing period. SectorNow reserves the right to terminate this License at any time for any unauthorized or improper usage of the software.

4. GENERAL TERMS & CONDITIONS

4.1 PROPRIETARY RIGHTS. Licensee acknowledges that all rights, title and interest to the ViewPlace Platform shall be and are retained by SectorNow, subject to the limited license granted to Licensee under this Agreement.

4.2 WARRANTIES; DISCLAIMERS; LIMITATION OF LIABILITY.

SectorNow warrants and represents (i) it has the necessary power and authority to enter into and perform its obligations under this Agreement and has properly authorized by all requisite action; (ii) has all necessary rights to grant the license to the ViewPlace Platform under this Agreement; (iii) the ViewPlace Platform and associated trademarks do not infringe upon any Intellectual Property Rights of any third party; and (iv) performance of its obligations under this Agreement does

not conflict with or violate any contract, agreement, obligation or arrangement applicable to SectorNow.

4.3 Licensee warrants that the execution, delivery and performance by Licensee of this Agreement will not violate any law, statute or other governmental regulation; and that it has full power and authority to enter into this Agreement. Licensee shall indemnify and hold SectorNow harmless from and against any fines, penalties, claims or damages directly resulting from any violation, breach or default of the warranties contained in this Section 4.

4.4 SectorNow makes no further warranties, express or implied, and in particular, SectorNow makes no warranty of merchantability, fitness for a particular purpose, or any representations or warranties concerning the results to be derived from the use of the ViewPlace Platform.

NOTWITHSTANDING ANY OTHER PROVISIONS CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS TO THE OTHER PARTY, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO THE SUM OF THE YEARLY LICENSE FEES PAID BY LICENSEE.

5. INDEMNIFICATION.

a. Indemnification by SectorNow. SectorNow shall protect, defend, indemnify and hold Licensee harmless from any and all demands, liabilities, obligations, damages, suits, judgments or settlements, including reasonable costs and attorneys' fees incurred by Licensee which arise from third party claims ("Claims"), that are asserted against Licensee to the extent that such Claims are based upon (a) a contention that ViewPlace, as delivered by SectorNow to Licensee, infringes or misappropriates any Intellectual Property Rights of any third party, or (b) a contention that the licensing of ViewPlace to Licensee violates any laws. Licensee will notify SectorNow promptly in writing of any Claim, give SectorNow full control over the defense and settlement of such Claim and fully cooperate in the defense at SectorNow's expense. SectorNow shall not settle any Claim that imposes monetary or non-monetary obligations on Licensee without Licensee's prior written consent, which Licensee shall not unreasonably withhold.

b. Indemnification by Licensee. Licensee shall protect, defend (or, in Licensee's discretion, settle), indemnify and hold SectorNow harmless from any and all demands, liabilities, obligations, damages, suits, judgments or settlements, including reasonable costs and attorneys' fees incurred by SectorNow which arise from unlawful or negligent actions committed by Licensee. SectorNow shall promptly notify Licensee in writing of any Claim, give Licensee full control over the defense and settlement of such Claim and fully cooperate in the defense at Licensee's expense. Licensee shall not settle any Claim which imposes monetary or non-monetary obligations on SectorNow without SectorNow's prior written consent, which SectorNow shall not unreasonably withhold.

6. FORCE MAJEURE. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of such Party. Such acts shall include but not be limited to acts of God, riots, acts of war, terrorism and other disasters.

7. MODIFICATION. No modification of this Agreement shall be binding upon Licensee and SectorNow unless made in writing and signed by duly authorized officers of both Parties.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. No printed or on-line terms and conditions, including those incorporated into the purchase orders or invoices of either Party, other than as specified or permitted by this Agreement, shall be enforceable against either party and shall be deemed null and void. This Agreement may be executed in counterparts and each of which shall

be deemed to be an original, and all of which together shall constitute one Agreement.

9. **REMEDIES; WAIVERS.** All remedies hereunder are cumulative and the exercise by any Party of any rights hereunder shall not preclude such Party from pursuing any additional remedies available to it under this Agreement, or any other legal or equitable rights afforded such Party. The failure of either Party to require the performance of any term or condition of this Agreement shall not prevent any subsequent enforcement of this term or condition, nor shall it be deemed a waiver of any subsequent breach.
10. **GOVERNING LAW; ARBITRATION.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflicts of laws principles. The parties agree to use the alternative dispute resolution procedures set forth herein as the sole means of resolving any disputes arising out of the Agreement, except where equitable remedies are the only means of effectively protecting the injured party. Consequently, the parties will attempt in good faith to resolve any dispute arising out of, or relating to, the Agreement promptly and initially by senior leadership of the parties. If the parties are unable to resolve the dispute, and either or both are unwilling to continue negotiations, such dispute shall be promptly referred to and settled by binding arbitration. The St. Louis, Missouri office of the American Arbitration Association will select the arbitrator to perform the binding arbitration services in Lincoln, Nebraska. The arbitrator will be governed by the Rules of Commercial Arbitration of the American Arbitration Association. The cost of arbitration will be distributed between the parties pursuant to the direction of the arbitrator.
11. **RELATIONSHIP OF PARTIES.** This Agreement does not create a joint venture or partnership between SectorNow and the Licensee, and each will act independently of the other. Neither Party is empowered to bind or commit the other to any contract or other obligation. The Parties also agree that there are no third party beneficiaries to this Agreement.
12. **COMPLIANCE.** In performance of this Agreement, both Parties shall comply with all applicable federal, state and local laws, statutes, rules, regulations and ordinances, including, but not limited to, privacy and data protection (collectively, "Laws").
13. **TAXES.** Licensee shall be responsible to pay all taxes of any type, nature or description (including, but not limited to, sale, use, gross receipts, excise, import, export, income and employment taxes); provided, however, Licensee shall not be responsible for any income taxes imposed upon SectorNow by any taxing jurisdiction, arising by virtue of the performance of this Agreement.
14. **SEVERABILITY.** A decision by any court of competent jurisdiction invalidating or holding unenforceable any part of this Agreement will not affect the validity and enforceability of any other part of this Agreement.