



# 2011 Service Agreement

www.flighttimetv.com e-mail: info @flighttimetv.com Ph: (814) 342-3120 Fx: (814) 342-3145 200 N.Front St. Philipsburg, PA 16866

Number of Locations: \_\_\_\_\_

Departures

Number of Data Feeds: \_\_\_\_\_

Arrivals

Airport Name: \_\_\_\_\_

Airport Code: \_\_\_\_\_

Airport Name: \_\_\_\_\_

Airport Code: \_\_\_\_\_

Airport Name: \_\_\_\_\_

Airport Code: \_\_\_\_\_

*If more than three airports are required please indicate at the end of this form or on an attachment.*

Service activation date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Contract Term (*Minimum 1 Year Agreement*): \_\_\_\_\_ Year(s)

Monthly Rate: \$ \_\_\_\_\_ per data feed (*Arrival or Departure*).

Total due to initiate activation: \$ \_\_\_\_\_

Next Payment of: \$ \_\_\_\_\_ Due Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

*On order, payment of 3 months in advance and one-time activation fee of \$350 is required unless otherwise specified.*

*Monthly contracts require a credit card on file for automatic payment processing.*

By signing you certify that you are an authorized signer for the location and agree to the terms stated in this agreement.

Name: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

on behalf of:

Location Name: \_\_\_\_\_ Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_



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## ***FlightTimeTV* Retail Software License Agreement**

Please read the terms and conditions of this license agreement (the "License") before installing the computer software (the "Software"). By installing and using the Software you accept and agree to the terms of this License. This License constitutes the entire agreement concerning the Software between you and FlightTimeTV and it supersedes any prior proposal or representation. If you do not agree with these terms and conditions, promptly un-install the Software and, if you paid for a License, contact your distributor for a refund of the amount that you paid.

The term "Software" includes, and these terms and conditions also apply to, any updates, modifications and upgrades to the Software that you may receive from time to time.

### **1. License Grant**

This version of the License permits you as purchaser of the Software, to use one copy of the Software solely for your use on one computer per purchased copy of the 'Standard' software. Every single location is permitted to distribute the output signal to their internal TV-Network for display in that specific location only. A different property is usually defined with a different name or located in a different city. You agree that you will not sub-license, assign, transfer, distribute, pledge, lease, rent or share your rights under this License except with prior written permission from *FlightTimeTV*. You agree that you will not modify, adapt or translate, disassemble, decompile, reverse engineer or otherwise attempt to discover the source code of the Software.

### **2. Services supplied under the License**

The Services include all means by which *FlightTimeTV* provides content to you or receives content from you including and without limitation to, *FlightTimeTV*'s websites, downloadable software applications, delivery of *FlightTimeTV* content to you at your request, mobile web sites, mobile downloadable applications, services that allow you to submit content to *FlightTimeTV*, blog submission services, chat rooms and message boards. The Services are owned and operated by *FlightTimeTV*.

*FlightTimeTV* has the right at any time to change or discontinue any aspect or feature of the Services, including and without limitation to the content, hours of availability, and equipment needed for access or use of the Services.

### **3. Equipment**

You shall be responsible for obtaining and maintaining all telephone, TV Network, computer hardware and other equipment needed for access to and use of the Services and all charges related thereto.

### **4. Standard Maintenance and Support**

All updates and technical support for your purchased Software are free of charge for the license duration.

### **5. FlightTimeTV's Rights**

You acknowledge and agree that the Software and Documentation (the "Licensed Products") are proprietary products of *FlightTimeTV* under the international copyright law and disclosed to you by *FlightTimeTV* in confidence. You shall take all reasonable steps to safeguard the Licensed Products. *FlightTimeTV* owns and retains all copyrights, trademarks, trade secrets and other proprietary rights in and regarding the Licensed Products except for any third party data. This License conveys only a non-exclusive and limited right of use to you, revocable in accordance with the terms and conditions of this License.

### **6. Service Level Agreements**

Different Support services may be purchased and/or negotiated under separate agreements with *FlightTimeTV*.

***FlightTimeTV***

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## 7. Limited Warranty

*FlightTimeTV* warrants that for your benefit alone, for ninety (90) days from the day of delivery to you (the "Warranty Period"), the Software media, under normal use in a compatible execution environment, will be free from defects in material and workmanship. Any replacement program will be warranted for the remainder of the original warranty period or thirty (30) days from the date of receipt by you, whichever is longer. In no event may you bring any claim, action or proceeding arising out of the warranty set forth in this Article more than six (6) months after the date on which the breach of warranty occurred.

## 8. Disclaimer of Warranty; Limitation of Liability

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES SUPPLIED UNDER THE LICENSE IS AT YOUR SOLE RISK. NEITHER *FlightTimeTV*, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULT THAT MAY BE OBTAINED FROM USE OF THE SERVICES SUPPLIED UNDER THE LICENSE, OR FROM THE INFORMATION CONTAINED THEREIN, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THE SERVICES SUPPLIED UNDER THE LICENSE. THE SERVICES SUPPLIED UNDER THE LICENSE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE SERVICES SUPPLIED UNDER THE LICENSE.

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## 9. Refund Policy

*FlightTimeTV* will refund the full price of the Software if the Software is damaged or defective, and only if you notify *FlightTimeTV* of the refund request within fourteen (14) days after the date you purchased the Software, which is the date when you signed this agreement.

## 10. Exclusive Remedies

You agree that if a defect in the Software media appears during the Warranty Period, your exclusive remedy will be, in *FlightTimeTV*'s sole option, to replace the media or to credit the amount paid by you to *FlightTimeTV*, if any and terminate this License. The later remedy is subject to the return of all copies of the Licensed Products.

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### **11. Indemnification**

You agree to defend, indemnify and hold harmless *FlightTimeTV* and its suppliers, licensors and affiliated companies and their respective directors, officers, employees, contractors and agents from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys' fees and costs) arising out, relating to or in connection with (a) your use of the Services, (b) the content of any materials (c) any violation of any law or regulation by you, and (d) this agreement.

### **12. FlightTimeTV is not a publisher of content supplied by third parties**

Accordingly, *FlightTimeTV* has no more control over such content than does a public library, bookstore, or newsstand. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers and users, are those of the respective author(s) or distributor(s) and not of *FlightTimeTV*.

### **13. Third Party Content**

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### **14. Viruses**

*FlightTimeTV* assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Services or your downloading of any materials, data, text, images, video, or audio from the Services.

### **15. Export Control**

Software and other materials from the Services may also be subject to United States Export Control. The United States Export Control laws prohibit the export of certain technical data and software to certain territories. No software from the Services may be downloaded or exported (1) into (or to a national or resident of) Cuba, North Korea, Iran, Syria, Sudan or any other country to which the United States has embargoed goods; or (2) anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. *FlightTimeTV* does not authorize the downloading or exportation of any software or technical data from the Services to any jurisdiction prohibited by the United States Export Laws.

### **16. Business Associates**

The business associates of *FlightTimeTV* are independent contractors of *FlightTimeTV*. The business associates are not joint ventures' or partners of *FlightTimeTV*.

### **17. Changed Terms**

*FlightTimeTV* has the right at any time to change or modify the terms and conditions applicable to use of the Services supplied under this agreement, or any part thereof, or to impose new conditions, including, without limitation, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by any means including, without limitation, posting on the Services, or by electronic or conventional mail, or by any other means. Any use of the Services by you after such notice shall be deemed to constitute acceptance of such changes, modifications, additions or deletions.

### **18. Miscellaneous**

This license agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the State of Pennsylvania without regard to its conflicts

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of law principles. All disputes under this Agreement shall be resolved by the Commonwealth in the State of Pennsylvania or in the United States District Court of Pennsylvania, and each party consents to the exclusive jurisdiction of such courts and hereby waives any jurisdictional or venue defenses otherwise available to it. No waiver by *FlightTimeTV* of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

#### **19. Termination / Term and Renewal**

This agreement shall commence as of 2011 and shall remain in effect for a period of one year thereafter ("Initial Term").

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