

**NACE SIGNEASE SUBCONTRACTOR AGREEMENT  
NORTH AMERICAN CABLE EQUIPMENT, INC.**

This NACE SignEase Subcontractor Agreement (“Agreement”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_ (“Execution Date”), between North American Cable Equipment, Inc. (“NACE”) a Pennsylvania corporation and \_\_\_\_\_ a \_\_\_\_\_ (“Subcontractor”). This Agreement shall supersede any previous “SignEase” Agreement between said companies.

**AMENDMENT AND RESTATEMENT**

As of the date of this Agreement, the terms, conditions, covenants, agreements, representations and warranties contained in any and all previous “SignEase” agreements shall be deemed amended and restated in their entirety.

**RECITALS**

A. NACE operates as a Solution Provider offering Digital Signage “SignEase” through which subcontractors are able to receive services and equipment.

B. Subcontractor distributes Equipment and or Services to commercial and other establishments via one or more “SignEase” systems.

C. NACE and Subcontractor desire to terminate and supersede any previous “SignEase” Agreement in its entirety with this Agreement as of the Commencement Date and establish a business relationship whereby NACE will establish, manage and maintain a “SignEase” Equipment and or Service offering of independent retailers (each a “Subcontractor”), that have the ability to solicit and take orders for certain “SignEase” Services and install “SignEase” Equipment for Commercial Establishments.

D. NACE desires to engage one or more Subcontractors on a non-exclusive basis to solicit orders for “SignEase” Equipment and “SignEase” Services; take orders for “SignEase” Equipment and “SignEase” Services and install “SignEase” Equipment and “SignEase” Services.

E. Subcontractor is willing to undertake certain obligations to support the solicitation of orders for “SignEase” Equipment, “SignEase” Services, the taking of orders for “SignEase” Equipment, “SignEase” Services and the installation of “SignEase” Equipment and “SignEase” Services in each case according to the terms of this Agreement.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises and covenants expressed herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I - DEFINITIONS**

1. The following capitalized terms shall have the meanings assigned them. Certain other capitalized terms shall have the meanings given them elsewhere in this Agreement.

“Act of God” shall mean a natural event, not preventable by any human agency, such as flood, storms, or lightning. Forces of nature that no one has control over and therefore cannot be held accountable.

“SignEase” Equipment and or “SignEase” Service” shall mean the Equipment and or Service to provide and manage Digital Signage, sold or offered under the trade name “SignEase” which is manufactured by a manufacturer authorized by NACE from time to time in its sole discretion.

“Gross Receipts” shall mean the total amounts received by NACE from the sale of “SignEase” to Subcontractor Properties during the term (as defined herein) without subtracting any costs or expenses.

“Net Receipts” shall mean gross receipts received by NACE from the sale of “SignEase” to Subcontractor Properties during the term (as defined herein), net of any discounts, off sets by NACE, refunds, credits, taxes or applicable governmental charges (other than income or franchise taxes) related to the sale or the order or use of such “SignEase” Equipment and or “SignEase” Service.

“Subcontractor Property” shall mean a Commercial Establishment: (i) whose initial order for “SignEase” is first taken by the Subcontractor, in accordance with the terms of this Agreement, (ii) which is not, then or at any time in the 90-day period prior to the date as of which Subcontractor takes such establishment’s order for “SignEase” an existing “SignEase” user, and (iii) for which “NACE” confirms that “SignEase” has activated a qualified service.

“Commercial Establishment” shall mean any hotel, motel, hospital or other healthcare facility, university dormitory, private office building or such other type of facility as approved by NACE in its sole discretion.

“Technical Specifications” means the technical specifications prepared by Subcontractor on an Subcontractor Property by Subcontractor Property basis which specifies in written form the parameters of “SignEase” Equipment and or “SignEase” Service installed, managed and/or maintained by Subcontractor or such Subcontractor in Subcontractor Properties, including, among other things, the specifications of the “SignEase” Equipment and “SignEase” Service the System is capable of providing at the Subcontractor Property. The Technical Specifications shall meet or exceed the requirements of the “SignEase” Specifications as of the date of installation and amended by NACE from time to time in its sole discretion.

“Term” shall have the meaning assigned such term in Section V hereof.

“Order” shall mean an (i) order for any “SignEase” Equipment, “SignEase” Service which, in complete accordance with all the terms of this Agreement, Subcontractor solicits and takes from a Commercial Establishment or Private Office, and (ii) transmits to NACE, along with all information and documents required by this Agreement and which NACE accepts in its sole discretion. NACE shall have the right to determine, in its sole discretion, whether a Subcontractor Property constitutes a Commercial Establishment, Private Office or other designation.

“Private Office” shall mean a non-residential location which is (i) under the control of a single individual, (ii) not accessible to the public nor otherwise a common area to which there is a substantially unrestricted access by two or more persons and (iii) not generally made available to parties other than the individual exercising control over such location.

“Permitted Areas” shall mean the areas within a commercial or private establishment where a subcontractor is permitted to go in accordance with the property.

## **ARTICLE II – TERMS AND CONDITIONS**

This Agreement as well as all Terms and Conditions and any previous terms and conditions previously agreed to for “SignEase” Equipment and or “SignEase” Service form the additional terms of the Agreement. All Agreements currently in effect as well as any amendments or addendums as well as all exhibits thereto are hereinafter referred to as (the “Agreement”).

2.1 “SignEase” Logo and Trademark Usage. Subcontractor shall not use any “SignEase” trademark, service name or logo (including, without limitation, “NACE”, “SignEase”) (collectively the “NACE Trademarks”) without receiving North American Cable Equipment, Inc.’s prior written consent, which may be granted or withheld or withdrawn in North American Cable Equipment, Inc.’s sole discretion.

2.2 Subcontractor Representations and Warranties. Subcontractor hereby represents warrants and covenants that it:

- (a) Shall, throughout the Term, comply with and abide by (i) any and all applicable federal, state and local laws, rules, regulations and ordinances, including, without limitation; the “SignEase” System within any of the “SignEase” Commercial Establishment does not use public easements, cross public rights of way or similar land rights as defined by NACE and (ii) upon notice thereof, any and all agreements and/or requirements as may be requested by providers of “SignEase”, each as applicable to Subcontractor and its employees and agents in connection with the performance of its obligations pursuant to this Agreement;

- (b) Shall, at its sole expense, provide and maintain all facilities, vehicles, tools and equipment as may be necessary and proper for performing its obligations pursuant to the Agreement, and keep all facilities, vehicles, tools and equipment in good working order and repair at all times;
- (c) Shall, at its sole expense, obtain all permits and licenses which may be required under any applicable federal, state or local law, rule, regulation or ordinance to perform its obligations pursuant to this Agreement, including, without limitation, installing and maintaining "SignEase" in any Subcontractor Property;
- (d) Shall pay and discharge all license fees and business, use, sales, gross receipts, income, property or other taxes or which may be charged or levied upon Subcontractor by reasons of the performance of its obligations pursuant to this Agreement;
- (e) Shall, at all times throughout the Term, present a professional business appearance and attitude;
- (f) Shall not engage in any financial transactions with Subcontractor Properties which elicit or seek to elicit from Commercial Establishment a fee, license, or other payment incident to receipt of "SignEase" by such property, other than the fees charged by NACE, fees assessed any Subcontractor, owner or manager;
- (g) Shall not engage in any activity or business transaction which could be considered unethical, as determined by North American Cable Equipment, Inc. at its sole discretion, or damaging to the image, goodwill or business of North American Cable Equipment, Inc.;
- (h) Shall maintain throughout the Term, at Subcontractor's sole expense, policies of insurance as well as any and all insurance and/or bonds that may be required under the laws, ordinances and regulations of any governmental authority with respect to the "SignEase" Equipment and or "SignEase" Service and Subcontractor's performance of its obligations hereunder, including installation of the "SignEase" Equipment and or "SignEase" Service and components in Subcontractor Properties and sale or solicitation of orders for "SignEase" Equipment and or "SignEase" Service. Such insurance coverage shall include, but not be limited to, (i) workers compensation insurance as required by applicable laws, (ii) employer's liability insurance with limits of not less than \$1,000,000 per occurrence, (iii) commercial general liability insurance including contractual liability and personal injury liability with limits not less than \$2,000,000 combined single limit per occurrence, to provide protection against claims and/or liabilities including, but not limited to, claims for bodily injury or property damage, which may arise or result from performance of Subcontractor's obligations under this Agreement, whether the services are performed by Subcontractor or by an agent and/or by anyone directly or indirectly employed by Subcontractor or its agents. Simultaneous with the execution of this Agreement Subcontractor shall deposit with North American Cable Equipment, Inc. evidence of the required insurance protection in the form of certificates of insurance for the insurance coverage described above. The amounts shall not be less than the amounts specified above or such other amounts as specified in advance in writing by North American Cable Equipment, Inc.

### 2.3 Proprietary Information; Confidentiality.

- (a) Except as otherwise provided for in this Agreement, without the express written consent of a party (the "Providing Party"), (which may be granted or withheld in the Providing Party's sole discretion), the other party (the "Receiving Party") shall not use, other than necessary to comply with the terms of this Agreement, and shall not provide or sell to any third party, any Providing Party Information, other than as set forth in Section 2.3(b) below. "Providing Party Information" shall mean any information, in whatever form (paper, computer files, oral statements, etc.) of the Providing Party's intellectual property, customer information, or any other information obtained by the Receiving Party in connection with this Agreement or the actions contemplated hereby, whether provided by the Providing Party, or derived independently or otherwise, including, without limitation; (i) all customer lists and other information related to customer's ordering any "SignEase" Equipment and or "SignEase" Service, (ii) all market information and studies and marketing information, (iii) all information pertaining to purchasers, renters or lessees of "SignEase" Equipment and or "SignEase" Service from Subcontractor; and (iv) all of the written data, summaries, reports, other proprietary information, trade secrets and information of all kinds, acquired, devised or developed in any manner from the other party's personnel or files or pursuant to this Agreement. Immediately upon the Providing Party's written request (which request the Providing Party may make, as a specific or general request, in its sole

discretion at any time up to one year after the last day of the Term), the Receiving Party shall provide to the Providing Party (or destroy if the Providing Party so requests) all requested Providing Party Information. Notwithstanding the foregoing, North American Cable Equipment, Inc. shall be entitled to use for any purpose and shall not be required to provide to Subcontractor, or destroy, any records or information pertaining to Subcontractor Properties (except Designs).

- (b) In addition, the parties agree that, except as otherwise provided for in this Agreement, they and their employees have and will maintain in confidence the terms and provisions of this Agreement, as well as all of the Providing Party Information of the other party and all of the written data, summaries, reports, other proprietary information, trade secrets and information of all kinds, acquired, devised, or developed in any manner from the other party's personnel or files or pursuant to this Agreement (the "Confidential Information"), and that they have not and will not reveal the same to any persons not employed by the other party except: (i) at the written direction of the other party; (ii) to the extent necessary to comply with the law or the valid order of a court of competent jurisdiction, in which event the disclosing party shall so notify the other party as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of such information, or in connection with any arbitration proceeding; (iii) as part of its normal reporting or review procedure to its parent company, its auditors and its attorneys, and such parent company, auditors and attorneys agree to be bound by the provisions of this Section 2.3; (iv) in order to enforce any of its rights pursuant to the Agreement; (v) in the case of NACE, to current or potential investors, insurers or financing entities or to any entities engaged in NACE business; provided, however, that such person described above agrees to be bound by the provisions of this Section 2.3; (vi) if, prior to the time of disclosure, the Confidential Information is in the public domain or is otherwise validly known to the intended recipient; or (vii) after the Confidential Information becomes part of the public domain by written publication through no fault of the party revealing such Confidential Information. The parties further agree to maintain as any oral information which would be Confidential Information if reduced to writing as confidential accordance with standard industry practice (subject to the foregoing exceptions for Confidential Information).

- 2.4 Press Release. During the term of the Agreement, neither party shall issue an independent press release with respect to the Agreement or the transactions contemplated hereby without the prior written consent of the other party.
- 2.5 Compliance with Law. Each party shall comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives, and orders (whether federal, state, municipal or otherwise) and ensure the "SignEase" Equipment and or "SignEase" Service within any of the "SignEase" Establishment(s) does not use public easements, cross public rights of way or similar land rights as defined by NACE and Subcontractor is solely responsible for the compliance with all such laws arising out of or relating to its obligations under this Agreement.
- 2.6 Power and Authority; No Breach. Each of the parties represent and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder and that its execution of the Agreement and performance of its obligations hereunder does not and will not violate any law or result in a breach of or default under the terms of any contract or agreement by which such party is bound.
- 2.7 Indemnification. Subcontractor shall indemnify defend and hold harmless NACE, and their respective affiliates, and their respective employees, officers, directors, contractors, subcontractors and authorized distributors, from and against any and all, any losses, damages, claims, demands, suits, liabilities and expenses (including reasonable attorneys' fees and other costs of investigation and defense) (collectively, "Claims") caused by or arising out of, directly or indirectly, a breach or alleged breach of the indemnifying party's obligations under the Agreement or negligence in the performance thereof. In addition, Subcontractor shall indemnify North American Cable Equipment, Inc., and its employees, officers and directors from and against any and all Claims arising out of Subcontractor's construction, installation and/or maintenance of the "SignEase" Equipment and or "SignEase" Service or any other equipment utilized in connection with the provision of "SignEase" Equipment and or "SignEase" Service to Subcontractor Properties, including, without limitation, any Claims that arise out of or result from the failure of the "SignEase" Equipment and or "SignEase" Service to deliver the necessary bandwidth to Subcontractor Property units, the failure of the "SignEase" Equipment and or "SignEase" Service to meet the Technical Specifications and any infringement, suit, claim or allegation of infringement of any patent, trademark, copyright, trade secret or other proprietary interest based on the "SignEase" Equipment and or "SignEase" Service, or any Claims with respect to the "SignEase" Equipment and or "SignEase" Service or any Component thereof being defective or not suitable for the purpose intended or used. Subcontractor shall also indemnify, defend and

hold harmless North American Cable Equipment, Inc., and its affiliates, and employees, officers, directors, contractors, subcontractors and authorized distributors, from and against any and all Claims caused by or arising out of, directly or indirectly, any act or omission of a Subcontractor. Notwithstanding anything to the contrary contained herein, Subcontractor expressly waives any right to indemnification from North American Cable Equipment, Inc. arising from the content of any "SignEase" Equipment and or "SignEase" Service or Internet Services (including, without limitation, claims relating to trademark, copyright, music, performance and other proprietary interests), or (ii) the construction, use and/or operation of any "SignEase" Equipment and or "SignEase" Service or an affiliated company from which "SignEase" Equipment and or "SignEase" Service originates.

- 2.8 No Unauthorized Warranties or Representations. Subcontractor shall not make any warranty or representation inconsistent with or in addition to any warranty or representation stated in writing by North American Cable Equipment, Inc. or a manufacturer of "SignEase" Equipment and or "SignEase" Service or Components. If Subcontractor makes any such inconsistent or additional warranty or representation, Subcontractor shall, at its own expense, indemnify, defend and hold North American Cable Equipment, Inc. harmless from any claim relating hereto.
- 2.9 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF THE OTHER PARTY OR ANY THIRD PARTY, WHETHER FORESEEABLE OR NOT AND REGARDLESS OF THE FORM, LEGAL, THEORY OR BASIS OF RECOVERY OF ANY SUCH CLAIM.
- 2.10 Assignment. Subject to Section 3.16 of this Agreement, Subcontractor shall not transfer any of its rights or obligations under this Agreement, whether through a sale of substantially all of its assets, equity interest, merger, operation of law or otherwise, without the prior written consent of North American Cable Equipment, Inc. North American Cable Equipment, Inc., may assign the Agreement to a successor, or in connection with a public offering, a merger or the sale of all or substantially all of its assets, and to any sales management agent appointed by North American Cable Equipment, Inc. in its sole discretion and who is responsible for managing a defined territory of subcontractors for "SignEase" Equipment and or "SignEase" Service upon written notice to Subcontractor. In the event that subcontractor sells substantially all of its assets or assigns this contract to any other party with or without the consent of NACE, Subcontractor shall be obligated to reimburse to North American Cable Equipment, Inc. any monies spent by North American Cable Equipment, Inc. in contemplation and reliance of a continuing business relationship with Subcontractor that has not been recaptured up to and including the date of the sale or assignment, as well as \$100 per unit in Subcontractor Property transfer fee. Subcontractor agrees and consents when necessary that North American Cable Equipment, Inc. has a beneficial interest in any proceeds due to Subcontractor from any sale or transfer of this Agreement up to any amounts then due and owing from North American Cable Equipment, Inc.'s capital outlay and per unit transfer fee.
- 2.11 Taxes. Any taxes (including without limitation, any property, employee, service, franchise, customs, import/export duties, excise and any other related taxes) asserted against Subcontractor or North American Cable Equipment, Inc. by any local, state, national or international entity as a result of or arising under the performance of its obligations under this Agreement shall be the responsibility of the party against which such taxes are asserted. Each party shall be responsible for any taxes related to its income hereunder.
- 2.12 Arbitration. Any dispute or claim arising out of the interpretation, performance, or breach of the Agreement, including without limitation claims alleging fraud in the inducement, shall be resolved only by binding arbitration, at the request of either party, in accordance with the rules of the American Arbitration Association, modified as herein provided. The arbitrators shall be, to the fullest extent available, either retired judges or selected from a panel of persons trained and expert in the subject area of the asserted claims. If the claim seeks damages of less than \$250,000, one arbitrator shall decide it. In all other cases, each party shall select one arbitrator, who shall jointly select the third arbitrator. If for any reason a third arbitrator is not selected within one month after the claim is first made, the third arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The arbitrators shall apply Pennsylvania substantive law to the proceeding, except to the extent Federal substantive law would apply to any claim. The arbitration shall be conducted in Chester County, Pennsylvania. An award may be entered against a party who fails to appear at a duly noticed hearing. The arbitrators shall prepare in writing and provide to the parties an award including factual findings and the reasons on which their decision is based. The arbitrators shall not have the power to commit errors of law or legal

reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The parties agree and acknowledge that no class arbitration shall be permissible hereunder. The decision of the arbitrators may be entered and enforced as a final judgment in any court of competent jurisdiction. The parties shall share equally the arbitrator's fees and other costs of the arbitration. This Section shall survive the termination or expiration of this Agreement.

- 2.13 Independent Contractor. No Agents; Relationship; No Third Party Beneficiaries. The Parties agree that Subcontractor is an independent contractor in performing the construction and installation of "SignEase" Equipment and or "SignEase" Service, the marketing of "SignEase" Equipment and or "SignEase" Service and other services described in this Agreement. No party (nor any of its officers, directors, agents or employees) shall act or hold itself out as an agent of the other party hereto. The parties do not intend this Agreement or the relationship hereunder to constitute a joint venture, partnership or franchise of any type. The provisions of this Agreement are for the benefit only of the parties hereto, and no third party may seek to enforce, or benefit from, these provisions.
- 2.15 Force Majeure. Notwithstanding any other provision in this Agreement, neither Subcontractor nor North American Cable Equipment, Inc. shall have any liability to the other or any other person or entity with respect to any failure of Subcontractor or North American Cable Equipment, Inc. to perform its obligations under the terms of this Agreement if such failure is due to a Force Majeure. "Force Majeure" shall mean any labor dispute; fire; flood; earthquake; riot; legal enactment; government regulation; Act of God; any problem associated with the construction, use and/or operation of "SignEase" Equipment and or "SignEase" Service or related systems; any problem associated with any equipment owned or maintained by others; or any cause beyond the reasonable control of either party.
- 2.16 Applicable Law; Entire Agreement; Modification. This Agreement shall be construed in accordance with and be governed by the laws of the Commonwealth of Pennsylvania, applicable to contracts made and to be performed entirely therein, by residents of the Commonwealth of Pennsylvania. This Agreement, together with all Exhibits hereto and the Terms and Conditions, constitutes the entire agreement between the parties, and supersedes all previous understandings, commitments or representations concerning the subject matter. Each party acknowledges that the other party has not made any representations other than those that are contained herein. This Agreement may be amended and or modified by North American Cable Equipment, Inc. from time to time with 30 days written notice to Subcontractor. If Subcontractor does not agree or will not consent to any proposed changes, then this agreement shall terminate pursuant to all applicable paragraphs of termination in the then existing agreement. Any monies due to North American Cable Equipment, Inc. as a result of this termination will become due immediately.
- 2.17 Notices. Any notice or other written communication required or permitted to be given by the Agreement shall be deemed given (a) when personally delivered or delivered by a carrier; (b) when telecopied (with confirmation of delivery); (c) when electronically delivered (e.g., e-mails, communication through "NACE" website, internet, etc.) (with confirmation of proper transmission to the recipient or the communication was read/received/accessed by the recipient, whichever is earlier); or (d) three (3) business days after it has been sent by United States first-class, certified or registered mail, postage prepaid, properly addressed to the addresses set forth below the signatures herein. Each party shall provide a minimum of ten days advance written notice to the other in the event of any address or telephone change. Until notice in accordance with this Section 2.17 is given to the contrary, the addresses, phone numbers and facsimile number for purposes of giving notice are as follows:

Subcontractor: Refer to the information set forth on the execution page of the "SignEase" Subcontractor Agreement.

North American Cable Equipment, Inc.:

If by mail:

North American Cable Equipment, Inc.

1085 Andrew Drive

Suite A

West Chester, PA 19380

Attention: "SignEase" - NTSG" Department

If by personal delivery:  
North American Cable Equipment, Inc.  
1085 Andrew Drive  
Suite A  
West Chester, PA 19380  
Attention: "SignEase" - NTSG" Department

If by FAX:  
610-429-1073  
Attention: "SignEase" - NTSG" Department  
Telephone #: 800.688.9282

- 2.18 Severability. Nothing contained in the Agreement shall be construed to require commission of any act contrary to law and, whenever there is any conflict between any provision of the Agreement and any law, such law shall prevail; provided, however, that in such event, the affected provisions of the Agreement shall be modified to the minimum extent necessary to permit compliance with such law and all other provisions shall continue in full force and effect.

### **ARTICLE III – GENERAL RIGHTS AND OBLIGATIONS**

- 3.1 Solicitation of "SignEase" to Commercial Establishments. North American Cable Equipment, Inc. hereby gives Subcontractor the non-exclusive right to, and at its own cost, shall use its best reasonable efforts to (i) market "SignEase" Equipment and or "SignEase" Service to Commercial Establishments and (ii) solicit and take orders for "SignEase" Equipment and or "SignEase" Service from Commercial Establishments. Subcontractor understands that it shall not have any right, unless specifically provided by NACE under separate written agreement to: (a) solicit or take orders for "SignEase" Equipment and or "SignEase" Service from any person or entity that is not a Commercial Establishment (including, without limitation, private, commercial locations such as bars and nightclubs whether or not located in a Commercial Establishment, or any other commercial business establishments not specifically identified herein); (b) use any person or entity other than its full-time employees in soliciting or taking orders for "SignEase" Equipment and or "SignEase" Service without the prior written consent of NACE; or (c) solicit or take any orders for services provided by "SignEase" Equipment and or "SignEase" Service other than "SignEase" Equipment and or "SignEase" Service. All orders for "SignEase" Equipment and or "SignEase" Service shall be taken on the terms and conditions, including pricing, specified to Subcontractor in advance and in writing by NACE. (Such pricing shall be set forth on the "Order Form" as amended by NACE from time to time in its sole discretion). Subcontractor shall not charge any Commercial Establishment any additional fee for obtaining the "SignEase" Equipment and or "SignEase" Service or any fee which is based upon such Commercial Establishment's receipt of any "SignEase" Equipment and or "SignEase" Service, it being understood that the Commission, as defined in Section 4.1 is the sole compensation that Subcontractor is to receive from NACE or Subcontractor Property for "SignEase" Equipment and or "SignEase" Service. NACE reserves the right to modify the contents of the "SignEase" Equipment and or "SignEase" Service and pricing from time to time in its sole discretion effective upon written notice to subcontractor.

In no event shall NACE pay residual commissions or other compensation to two Subcontractors, their subsidiaries and/or affiliates at the same time for the same Subcontractor Properties. In the event that two Subcontractors or their subsidiaries and/or affiliates claim rights to the same residual commissions or other compensation, NACE will escrow the disputed amount until a Court of competent jurisdiction decides which Subcontractor, its subsidiaries and/or affiliates is entitled to such residual commissions or other compensation, or until the subcontractor provides a written executed resolution to the dispute to NACE. This paragraph is intended to include claims by any previous Subcontractors, its subsidiaries and/or affiliates, or any other entity which claims rights to residual commissions or other compensation for the same Subcontractor Properties. In the event that NACE mistakenly pays one Subcontractor, its subsidiaries and/or affiliates residual commissions or other compensation that were payable to another Subcontractor, its subsidiaries and/or affiliates, or any other entity, NACE shall be

entitled to set off or recoup any amounts paid such Subcontractor, its subsidiaries and/or affiliates pursuant to this agreement or any other agreement which may be applicable.

- 3.2 “SignEase”. As between NACE and Subcontractor, NACE shall have the sole right to edit, select, schedule, package and price all “SignEase” Equipment and or “SignEase” Service and all other NACE services. Subcontractor agrees that all “SignEase” Equipment and or “SignEase” Service (including any commercial insertion) shall be exhibited in its entirety, in original form, as provided by “SignEase” without any modifications, additions or deletions.
- 3.3 Amendments and Changes. NACE reserves the right to modify the contents of the “SignEase” Equipment and or “SignEase” Service, and prices thereof, from time to time. “SignEase” Equipment and or “SignEase” Service will use commercially reasonable efforts to provide the Subcontractor through NACE with no less than thirty (30) days’ prior written notice of any such change. All orders for “SignEase” Equipment and or “SignEase” Service shall be taken on the terms and conditions, including pricing, specified to the Subcontractor. NACE reserves the right, from time to time, to delete or preempt portions of services provided as required by law or good faith business decisions. Without limiting the foregoing, NACE further has the right to terminate NACE’s and the Subcontractor’s right to market, solicit or take orders for “SignEase” Equipment and or “SignEase” Service if NACE ceases offering such services to Commercial Establishments.
- 3.4 Editing and Repackaging. NACE shall have the sole right to edit, select, schedule, package and price all “SignEase” Equipment and or “SignEase” Service and all other NACE services. The Subcontractor agrees that all “SignEase” Equipment and or “SignEase” Service (including any commercial insertion) shall be exhibited in its entirety, in original form, as provided by NACE, without any modifications, additions or deletions. In no event shall the Subcontractor repackage any other “SignEase” Equipment and or “SignEase” Service. The Subcontractor shall not, and shall ensure that none of its Subcontractor Properties or the guests, or agents of a Subcontractor Property (i) resell, retransmit or rebroadcast or otherwise redistribute in any manner or form whatsoever any “SignEase” Equipment and or “SignEase” Service, or (ii) make any modification, addition, or deletion to any of the “SignEase” Equipment and or “SignEase” Service Services (including any commercial insertions).
- 3.5 All activities performed by Subcontractor pursuant to the rights authorized by this Agreement shall be performed by the Subcontractor on behalf of North American Cable Equipment, Inc. (NACE) and all orders taken by the Subcontractor shall first be transmitted to NACE and then by NACE as orders to provider and all purchases of “SignEase” Equipment and or “SignEase” Service required for orders made through the Subcontractor shall be purchased by NACE in accordance with NACE’s agreement with provider. Subcontractor will not be provided with access to providers order management system or other proprietary tools.
- 3.6 NACE has the right to suspend or terminate Subcontractor’s ability to act on behalf of NACE effective immediately upon written notice from NACE to Subcontractor.
- 3.7 Notwithstanding Subcontractor’s authorization to solicit orders for “SignEase”, “SignEase” Equipment and or “SignEase” Service , take orders for “SignEase” Equipment and or “SignEase” Service, and install “SignEase” Equipment and or “SignEase” Service, Subcontractor shall not be third party beneficiary of NACE’s agreements with provider(s) and Subcontractor shall have no recourse of any kind against NACE, including for any failure of NACE to pay Subcontractor any compensation that Subcontractor may be entitled to receive as a result of taking orders for “SignEase” Equipment and or “SignEase” Service.
- 3.8 Policies and Procedures. As NACE's commissioned sales representative Subcontractor hereby agrees that it will follow and abide by the NACE Policies and Procedures related to “SignEase” Equipment and or “SignEase” Service orders for and the promotion of “SignEase” Equipment and or “SignEase” Service as specified from time to time by NACE. The NACE Policies and Procedures will specify, among other things, authorization procedures, receivables payment and security enforcement procedures and the responsibilities of Subcontractor related to taking property orders. Any material noncompliance by Subcontractor with the NACE Policies and Procedures shall constitute a material breach of this Agreement.
- 3.9 Provision, Installation and Maintenance of Hardware; Disclaimer of Warranty. Subcontractor shall, at its sole cost (i) sell, “SignEase” Equipment and or “SignEase” Service, to Commercial Establishments at commercially reasonable prices; (ii) offer to install and, if such offer is accepted, actually install at a commercially reasonable price and in a timely manner “SignEase” Equipment and or “SignEase” Service and/or other NACE equipment



which Subcontractor sells, leases or rents to any Subcontractor Properties; (iii) offer to maintain and, if such offer is accepted, actually maintain at commercially reasonable prices, all “SignEase” Equipment and or “SignEase” Service and/or other NACE System Equipment and “SignEase” Equipment and or “SignEase” Service that Subcontractor sells, leases or rents to any Subcontractor Properties; and (iv) provide, at a commercially reasonable price and in a manner satisfactory to NACE, customer service to those Subcontractor Properties related to the lease, sale, installation and maintenance of the “SignEase” Equipment and or “SignEase” Service, by the Subcontractor. Any fees Subcontractor collects from Subcontractor Properties that are related to the purchase, lease or rental of “SignEase” Equipment and or “SignEase” Service itself from the Subcontractor or the installation or maintenance thereof, shall be the sole property of the Subcontractor. In selling, installing and maintaining “SignEase” Equipment and or “SignEase” Service or other NACE System Equipment, Subcontractor shall comply with all applicable “SignEase” Equipment and or “SignEase” Service manufacturers’ policies as set forth by such “SignEase” Equipment and or “SignEase” Service manufacturers. In selling, installing and maintaining each “SignEase” Equipment and or “SignEase” Service, Subcontractor shall ensure that “SignEase” Equipment and or “SignEase” Service design and installation complies with “SignEase” Equipment and or “SignEase” Service technical specifications (the “Technical Specifications”) and guidelines, which are set forth by NACE from time to time for “SignEase” Equipment and or “SignEase” Service training. Any failure to comply with the Technical Specifications or such other specifications and guidelines described above shall constitute a material breach of this Agreement. Subcontractor shall similarly be solely responsible for the acquisition and installation of all other equipment and services necessary to allow Subcontractor Properties to offer “SignEase” Equipment and or “SignEase” Service. In addition, Subcontractor may be required by NACE to provide occasional, non-compensatory “SignEase” Equipment and or “SignEase” Service related service. NACE shall provide Subcontractor with reasonable notice of such necessary “across-the-board” changes and shall provide Subcontractor with a reasonable period of time to complete such service. Subcontractor may not charge the Subcontractor Property for such service. Any refusal by Subcontractor to perform such occasional “SignEase” Equipment and or “SignEase” Service mandated service shall constitute a material breach of this Agreement. SUBCONTRACTOR UNDERSTANDS AND AGREES THAT NACE SHALL HAVE NO RESPONSIBILITY WHATSOEVER FOR ANY “SIGNEASE” EQUIPMENT OR “SIGNEASE” SERVICE OTHER THAN EXPRESS OR IMPLIED “SIGNEASE” EQUIPMENT WARRANTIES.

3.10 Implementation of “SignEase” Equipment and or “SignEase” Service.

- (a) Design and Installation Schedule. Subcontractor shall submit a design for the installation and integration of each “SignEase” Equipment and or “SignEase” Service for each Subcontractor Property subject to this Agreement, together with a time schedule for installation. Upon request by NACE, Subcontractor shall provide installation progress reports for installations performed by Subcontractor and shall promptly notify NACE of any material changes to the installation schedule or Design.
- (b) Disclaimer of Warranties. SUBCONTRACTOR UNDERSTANDS AND AGREES THAT NACE SHALL HAVE NO RESPONSIBILITY WHATSOEVER FOR ANY “SIGNEASE” EQUIPMENT, OR “SIGNEASE” SERVICE, INCLUDING THE COMPONENTS CONTAINED THEREIN. NACE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, IN CONNECTION WITH ANY “SIGNEASE” SYSTEM, INCLUDING THE COMPONENTS CONTAINED THEREIN, THE INSTALLATION AND FUNCTIONING OF SUCH “SIGNEASE” SYSTEM IN ANY SUBCONTRACTOR PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES UNDER THE UNIFORM COMMERCIAL CODE OR OTHERWISE IMPLIED IN LAW.

NOTWITHSTANDING THE FOREGOING, SUBCONTRACTOR MAY OFFER ITS OWN OR A THIRD PARTY’S EXTENDED OR EXPANDED WARRANTY FOR THE COMPONENTS (AN “EXTENDED WARRANTY”), PROVIDED ALL RELATED DOCUMENTATION CLEARLY STATES THAT THE EXTENDED WARRANTY IS NOT PROVIDED BY NACE, OR THEIR AFFILIATES, AND NACE SHALL HAVE NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO THE EXTENDED WARRANTY. SUBCONTRACTOR SHALL INDEMNIFY, DEFEND, PROTECT AND SAVE NACE, ANY PARENT, SUBSIDIARIES AND AFFILIATES HARMLESS FROM ALL CLAIMS, DEMANDS, SUITS OR ACTIONS FOR DAMAGES TO PROPERTY OR PERSON ASSERTED BY A THIRD PARTY RELATING TO, ARISING OUT OF, OR ALLEGING BREACH, CONVERGENCE, RIGHTS OR REMEDIES WITH RESPECT TO, ANY EXTENDED WARRANTY.

(c) New Technology; End-Use Testing. NACE makes no representation or warranty as to how any commercially available Components will perform with the “SignEase” Equipment and or “SignEase” Service in any particular Subcontractor Property or how the “SignEase” Equipment and or “SignEase” Service itself will perform in certain environments. Subcontractor shall be jointly and severally responsible for procuring and testing any and all Components in the end-use environment prior to the design, development and installation of the “SignEase” Equipment and or “SignEase” Service and for maintenance of any such Components that fail to perform adequately in the end-use environment in order that the “SignEase” Equipment and or “SignEase” Service will, at all times during the Term of this Agreement, meet or exceed the Technical Specifications. Any failure of the “SignEase” Equipment and or “SignEase” Service to meet the Technical Specifications shall be the responsibility of Subcontractor, and Subcontractor agrees to indemnify and hold NACE harmless from any and all Claims (as such term is defined in the Indemnification section of Article II - Terms and Conditions) from Subcontractor Properties arising from the failure of the “SignEase” Equipment and or “SignEase” Service to deliver the necessary service to such properties and from failure of the “SignEase” Equipment and or “SignEase” Service to meet the Technical Specifications.

3.11 Customer Service. Subcontractor shall provide customer service to Subcontractor Properties regarding the “SignEase” Equipment and or “SignEase” Service. Subcontractor shall (i) maintain a reporting mechanism or procedure so that Subcontractor Commercial Establishments may leave messages for service with the Subcontractor 24 hours a day, 7 days a week; (ii) during normal business hours ensure that all customer service calls are answered by a live operator within ninety (90) seconds at least seventy-five percent (75%) of the time; (iii) complete all next day service calls on the day scheduled; (iv) ensure that repeat service calls (service calls to the same Subcontractor Property for the same service request within any thirty (30) day period) to the Subcontractor Property constitute less than fifty percent (50%) of the service calls to the Subcontractor Property; and to service and provide installations at the Subcontractor Properties. Subcontractor shall respond to all customer service requests promptly (and in any event shall contact any customer reporting a substantial problem or concern with their “SignEase” Equipment and or “SignEase” Service within 24 hours of such report). Subcontractor shall be primarily responsible for resolution of all such customer inquiries, provided, however, after a good faith effort to address such inquiries in a satisfactory manner, Subcontractor may forward to “SignEase” customer service organization any inquiries that Subcontractor is unable to resolve from Subcontractor Commercial Establishments regarding “SignEase” Equipment and or “SignEase” Service. Upon a failure by a Subcontractor to perform any of the foregoing on a Subcontractor Property by Subcontractor Property basis, NACE shall provide Subcontractor with ten (10) days’ notice to comply. If Subcontractor is not in compliance within such ten (10) day period, NACE shall have the right to remove the Subcontractor from the list of actively registered Subcontractors. Subcontractor shall provide NACE with a customer service performance report on or before December 15, March 15, June 15 and September 15 of each year setting forth its performance for the preceding quarter.

3.12 Order Transmission. Immediately after Subcontractor takes an order for “SignEase” Equipment and or “SignEase” Service from a Commercial Establishment, Subcontractor shall forward to NACE, in accordance with written instructions provided by NACE to Subcontractor, all Subscriber Information pertaining to that Commercial Establishment and notice that such Commercial Establishment’s System Equipment is ready for activation. “Property Information” shall mean that customer identification, location, and billing information which NACE require, in their sole discretion. Only after receiving, approving and accepting an order from Subcontractor by NACE shall NACE be obligated to establish a pending account for the property and arrange for the necessary processes to activate. Any repeated failure to so provide such information shall be a material breach of this Agreement. If Subcontractor fails to provide such information, accurately and completely, with respect to any order, then NACE shall not be obligated to pay Subcontractor any Commission for such order, regardless whether “SignEase” Equipment and or “SignEase” Service ultimately provides any services to the customer to which such order pertained and regardless of whether NACE receives any payments as consideration for such “SignEase” Equipment and or “SignEase” Service, unless and until NACE receives such Property Information and, then only for periods of time following such receipt by NACE.

3.13 Billing; Collection of Service Fees. After receiving an authorization request from Subcontractor as provided in Section 3.12 above to NACE, NACE shall, upon approval of such request, establish a pending account for the property and arrange for the necessary “SignEase” Equipment and or “SignEase” Service to the property and or subcontractor. Unless otherwise agreed to by the parties NACE shall be responsible for all billing/statement activities related to the “SignEase” Equipment and or “SignEase” Service.

- 3.14 Receipt of “SignEase” Equipment and or “SignEase” Service. Subcontractor shall not resell, retransmit or rebroadcast any “SignEase” Equipment and or “SignEase” Service except as specifically contemplated by this Agreement, and shall ensure that (i) each Subcontractor Property is equipped with its “SignEase” Equipment and or “SignEase” Service; (iv) no Subcontractor Property resells “SignEase” Equipment and or “SignEase” Service; (v) no Subcontractor Property retransmits or rebroadcasts “SignEase” Equipment and or “SignEase” Service, except as specifically contemplated by this Agreement; and (vi) no Subcontractor Property makes any modification, addition, or deletion to any of the “SignEase” Equipment and or “SignEase” Service.
- 3.15 Personnel, Training. Subcontractor shall allow only its full-time employees (and not any independent contractors, sub-agents or other person or entity) to solicit, take or transmit any orders for “SignEase” Equipment and or “SignEase” Service, absent NACE’s prior written consent, which may be withheld in NACE’s sole discretion. Subcontractor shall be responsible for the subsequent training of Subcontractor personnel to the satisfaction of NACE. Any failure by Subcontractor to adequately train its personnel within thirty (30) days after notice thereof by NACE shall be a material breach of this Agreement.
- 3.16 Rights of Transfer. Subcontractor agrees to give NACE immediate notice in writing of any of the following (i) a transaction or occurrence which alters or affects the voting control of the capital stock of Subcontractor, if a corporation; (ii) a change in the respective interests of the partners or members of the Subcontractor, if a partnership or limited liability company; (iii) a transaction or occurrence which alters or affects the ownership of any part of the business, in an individual proprietorship; or (iv) a transaction or occurrence that would materially reduce or impair the financial capacity of the Subcontractor to discharge its obligations under this Agreement, including, without limitation, the taking of any material judgment against Subcontractor; any assertion by any governmental taxing authority that Subcontractor has failed to pay its taxes; any cancellation without renewal or replacement of the insurance covering the Subcontractor any assertion or notice that Subcontractor is in default of any obligation to repay a loan or other indebtedness; Subcontractor sale, lease or transfer of a substantial part of its assets; or any other event that may have a material impact on Subcontractor’s viability or ability to continue as a going concern.
- 3.17 Subcontractors.
- (a) Standards; Termination. Subcontractor agrees to comply with the terms and conditions applicable to subcontractors under this Agreement. If in the reasonable discretion of NACE, it is determined that a Subcontractor servicing a Subcontractor Property is not complying with the terms of this Agreement, NACE shall have the ability to terminate Subcontractor’s right to offer “SignEase” Equipment and or “SignEase” Service
- (b) Service Obligations. Subcontractor is restricted and limited to any and all areas where the “SignEase” Equipment and or “SignEase” Service is legal and permissible (the “Permitted Areas”), and it is the sole responsibility of Subcontractor to be familiar with and understand the Permitted Areas. In addition to Subcontractor’s obligations hereunder, Subcontractor shall be responsible for complying with all applicable laws.
- (c) Payments and Performance.
- i. Payment will be on a service-by-service basis pursuant to schedules which shall be amended by NACE from time to time.
- (d) No Authority to Make Claims, Warranties on Behalf of NACE. SUBCONTRACTOR SHALL HAVE NO AUTHORITY TO MAKE AND SHALL REFRAIN FROM MAKING, ANY CLAIMS, WARRANTIES OR MISLEADING STATEMENTS ON BEHALF OF NACE AND SHALL MAKE NO REPRESENTATIONS WHATSOEVER WHICH EXTEND OR EXPAND NACE’S, WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE COMPONENTS AND “SIGNEASE” EQUIPMENT AND OR “SIGNEASE” SERVICE.
- 3.18 Limitation of Liability. NACE shall not be liable to the Subcontractor for special, indirect, incidental or consequential damages, including, but not limited to: (i) loss of profits or anticipated sales, (ii) loss of goodwill, or (iii) investments, leases, or other expenditures or commitments.

## ARTICLE IV – COMMISSION AND PAYMENT STRUCTURE

- 4.1 Commission and Payment Structure. The following sets forth all payments and commissions to be made to Subcontractor as full consideration for its fulfilling its obligations hereunder.
- a) Commission. Commissions are paid on a Subcontractor Property basis. Payment of Commission. The Commission will be paid within 30 days after the accounting month; as such, accounting month is determined by NACE, in which NACE receives the Net Receipts.
  - b) Commission Exclusion. Notwithstanding anything to the contrary in this Agreement, NACE shall not be obligated to pay, and Subcontractor shall not earn, or be entitled to receive, any Commissions or payment of any other type from NACE which is: (i) for orders, sales, renewals or continuations of the “SignEase” Equipment and or “SignEase” Service taken, made or received after the last day of the Term; (ii) based on revenues, and any applicable taxes or fees of any type, received in connection with any services other than the “SignEase” Equipment and or “SignEase” Service; (iii) for “SignEase” Equipment and or “SignEase” Service orders which are not transmitted to NACE in accordance with the requirements of this Agreement unless and until, and only for the periods after, such requirements are fully met; (iv) for any “SignEase” Equipment and or “SignEase” Service order from a subcontractor who does not qualify as a Commercial Establishment, regardless of whether such order is accepted by NACE; or (v) for “SignEase” Equipment and or “SignEase” Service order that is not accepted for any reason by NACE. Subcontractor acknowledges and agrees that NACE shall have the right to offset any money due to NACE from Subcontractor for any reason, (including, without limitation, to reimburse NACE for any Commission previously paid to Subcontractor by NACE on account of service fees by an Subcontractor Property that NACE subsequently refunded or credited to Subcontractor Property or NACE, as the case may be) against any Commission or other money otherwise due to Subcontractor from NACE.
  - c) Off-Set By NACE. North American Cable Equipment, Inc. may set-off or recoup any amounts owed to it by Subcontractor, or by its subsidiaries and affiliates, pursuant to this Agreement or any other agreement with North American Cable Equipment, Inc., and any damages suffered by North American Cable Equipment, Inc. due to Subcontractor’s breach of the Agreement or other misconduct, against any amounts which it owes to Subcontractor or by assignment or transfer pursuant to paragraph 2.10.

## ARTICLE V - TERM AND TERMINATION

- 5.1 Term and Termination. Unless earlier terminated in accordance with this Agreement, the term of this Agreement (“Term”) shall commence on the Execution Date and continue for a period of three (3) years. This Agreement shall automatically renew for an additional 2-year period (the “Initial Renewal Period”), unless either party gives the other party 60 days prior notice of their intent to terminate the Agreement. In addition to other termination rights provided in this Agreement, either party may terminate this Agreement, effective immediately (i) upon thirty (30) days written notice to the other party following a material breach of this Agreement by the other party and the breaching party has failed to cure such breach within the said thirty (30) day time period, and the terminating party may suspend its performance during such period; provided, however, NACE shall not cease providing services or customer service to Subcontractor Properties; (ii) upon the filing of a petition in bankruptcy or for reorganization by or against the other party for the benefit of its creditors, or the appointment of a receiver, trustee, liquidator or custodian for all or a substantial part of the other party’s property, if such order of appointment is not vacated within thirty (30) days; and (iii) upon the assignment by the other party of this Agreement contrary to the terms hereof or (iv) upon ninety (90) days written notice. **NACE may also, in its sole discretion, terminate this Agreement without liability within thirty (30) days written notice after the end of any calendar quarter if, during such preceding calendar quarter, Subcontractor failed to solicit and transmit to NACE at least one (1) orders as determined by NACE which are validly accepted by NACE and which are from Commercial Establishments which had not prior to the date on which the order had been submitted, received any “SignEase” Equipment and or “SignEase” Service.**
- 5.2 Obligations of the Parties Upon Termination or Expiration.

- (a) Subcontractor's Obligations with Respect to Installations and Activations. Subject to Section 5.1 above, Subcontractor shall perform and complete all installations and activations ordered by Commercial Establishments and Subcontractor Properties prior to the termination of this Agreement according to the regular installation and activation schedule Subcontractor used during the Term of this Agreement. Subcontractor shall direct all customer inquiries it receives after the termination of this Agreement to NACE (or such other party as specified by NACE). Within ten (10) days of any request by NACE, Subcontractor shall send written notices to all Subcontractor's Properties notifying them that Subcontractor's relationship with NACE has terminated and referring all inquiries relating to "SignEase" Equipment and or "SignEase" Service to NACE (or other party as specified by NACE). The form and substance of such notification shall be subject to NACE's prior written approval, which approval may not be unreasonably withheld.
- (b) North American Cable Equipment, Inc. and Subcontractor's Obligations with Respect to Subcontractor Properties. Subject to Section 5.1 above, following the termination of this Agreement, (i) NACE may continue to deliver "SignEase" Equipment and or "SignEase" Service and related services to all Subcontractor's Properties in accordance with NACE's then-existing customer service procedures; and (ii) Subcontractor shall continue to service all Subcontractor's Properties with respect to "SignEase" Equipment and or "SignEase" Service with NACE's then-existing customer service procedures, in each case, in accordance with each Subcontractor's Property's reasonable request; (iii) NACE shall notify the owner or property manager of the Subcontractor's Property, as appropriate, of termination of Subcontractor as NACE's subcontractor and recommend a substitute subcontractor to provide service to the Subcontractor Property with respect to delivery of "SignEase" Equipment and or "SignEase" Service. Subsequent to any termination or expiration of this Agreement, for a reasonable transition period, not to exceed sixty (60) days, Subcontractor shall not impair the ability of any Subcontractor's Properties to continue to receive "SignEase" Equipment and or "SignEase" Service nor shall Subcontractor impede in any manner whatsoever NACE's continued access to deliver "SignEase" Equipment and or "SignEase" Service to the Subcontractor's Property. NACE shall continue to pay Commissions during any such transition period.

## ARTICLE VI - MISCELLANEOUS

- 6.1 Applicable Law; Entire Agreement; Modification. This Agreement shall be construed in accordance with and be governed by the laws of the Commonwealth of Pennsylvania, applicable to contracts made and to be performed entirely therein, by residents of the Commonwealth of Pennsylvania. This Agreement, together with all Exhibits hereto and the Terms and Conditions, constitutes the entire agreement between the parties, and supersedes all previous understandings, commitments or representations concerning the subject matter. Each party acknowledges that the other party has not made any representations other than those that are contained herein. This Agreement may be amended and or modified by North American Cable Equipment, Inc. from time to time with 30 days written notice to Subcontractor. If Subcontractor does not agree or will not consent to any proposed changes, then this agreement shall terminate pursuant to all applicable paragraphs of termination in the then existing agreement. Any monies due to North American Cable Equipment, Inc. as a result of this termination will become due immediately.
- 6.2 Review Of Agreement By Counsel; Interpretation. By executing this Agreement, each of the parties hereto is warranting and representing to the other that he/she/it has had the opportunity to review this Agreement with independent legal, financial, and tax counsel with respect to the effect of each of the terms and conditions contained herein and has either reviewed this Agreement with such counsel or has independently elected not to proceed with such a review. Each of the parties further warrants and covenants that he/she/it is satisfied with the results of such consultation or opportunity to review and is signing this Agreement as his/her/its free act and deed and not under any force or coercion. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY RULE OF LAW, OR ANY LEGAL DECISION THAT WOULD REQUIRE INTERPRETATION OF ANY CLAIMED AMBIGUITIES IN THIS AGREEMENT AGAINST THE PARTY THAT DRAFTED IT, HAS NO APPLICATION AND ANY SUCH RIGHT IS EXPRESSLY WAIVED. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties.

6.3 Counterparts; Telecopier Signatures. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Any signature delivered by a party via Tele copier transmission shall be deemed to be any original signature hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

SUBCONTRACTOR.  
Company Name

North American Cable Equipment, Inc.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: SignEase  
Attn: NTSG - Department

Federal Tax ID Number:

Federal Tax ID Number: 23-2692118

Subcontractor Address:

“SignEase” Address:  
North American Cable Equipment, Inc.

If By Mail:

If By Mail:

1085 Andrew Drive  
Suite A  
West Chester, PA 19380  
Attention: SignEase

Attention:

If By Personal Delivery:

If By Personal Delivery:

Attention:

Attention: SignEase - NTSG

If by FAX:

If by FAX: 866-347-8238

Attention:  
Telephone #:

Attention: SignEase  
Telephone #: (610) 429-1821

**LIST of EXHIBITS**

**EXHIBIT A – Pricing and Commissions**  
**EXHIBIT B – Technical Specifications**



## EXHIBIT A – Pricing and Commissions

The DT-SignEase product pricing will be \$200 per unit.

The DT-SignEase recurring commission potential will be 10% of The Property recurring monthly payment for the SignEase Product and or Service. Example: If the monthly recurring charge to The Property for the SignEase Product and or Service is \$49.99 the recurring revenue potential to the NACE Affiliate will be  $(10\% * \$49.99)$  or \$5.00.

\*\*Recurring commission is based on the monthly recurring product and or service fee and is payable monthly after auto payments from The Property have been successfully received.

## Exhibit B – Technical Specifications

1. SignEase Equipment and or Service utilize a Wi-Fi connection. The Wi-Fi connection is not included and is provided by the Commercial Establishment.
2. SignEase Equipment and or Services connects to a HDMI port on a display
3. Technology is always changing and NACE will change and update specifications from time to time. For further information, please contact your DataTronix representative.