



October 28, 2010

Update: 11-30-12 - JDL Horizons, LLC Address Change

Update 08-04-15- Typographical corrections, clarification/addition of Eduvision Features

PURPOSE OF THIS AGREEMENT

This Agreement shall set forth the terms and conditions pursuant to which JDL will use its video technology platform to provide the Subscriber with various services that would allow the Subscriber to post videos and related materials to its public website (the JDL video platform service, as more fully described in Exhibit A to this Agreement, shall be referred to as the "Service").

TERMS AND CONDITIONS

1 Scope. JDL will provide to the Subscriber the Service during the term of this Agreement, as set forth in Section 2 below.

2 Term & Termination. The initial term of this Agreement shall commence on the Effective Date and continue for a one year period. After the initial term, or any renewal thereof, the Agreement shall automatically renew for successive one (1) year terms, unless either party provides at least thirty (30) days' notice of termination to the other party prior to the end of any term (the initial term and any subsequent renewal term shall be referred to as the "Term"). This Agreement may be terminated by a party immediately and without further notice if the other party defaults in the performance of any of its material obligations under this Agreement and does not cure the default within thirty (30) days after receipt of notice in writing from the non-defaulting party. In addition, JDL shall have the right to terminate this Agreement for convenience on sixty (60) days prior written notice to the Subscriber. In the event this agreement is terminated (other than by reason of the Subscriber's breach), JDL will make available to the Subscriber a file of the Subscriber Data (as such term is defined below) if the Subscriber so requests such Subscriber Data at the time of termination. Upon termination for breach, the Subscriber's access or use to the Subscriber Data immediately ceases, and JDL shall have no obligation to maintain or forward any Subscriber Data. The following sections of this Agreement shall continue in full and force and effect upon termination of this Agreement or expiration of the Term: 4.4, 6, 7, 8.4 and 10.

3 Licenses. Subject to the provisions of this Agreement, JDL grants to the Subscriber a non-exclusive, non-transferable, limited license to use the Service in conjunction with the Subscriber's public website listed in Exhibit A (the "Subscriber Website"). Except for the license granted in this Section, all right, title and interest in and to the Service shall remain with JDL and its licensors. The Subscriber shall not decompile, disassemble or otherwise reverse engineer the Service. Subscriber shall not (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service; (b) modify or make derivative works based upon the Service; (c) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (d) attempt to gain unauthorized access



4. Use of Service; Subscriber Data; Advertisements.

4.1. In providing the Service, JDL shall make a commercially reasonable effort to use firewall and security measures. The Subscriber shall, at its own cost, take all measures to support and obtain any necessary equipment (including computer hardware and software), connectivity, and authorizations to enable the Subscriber to connect to and use the Service. JDL does not own any video, music, photographs, text, data, information, trademarks, service marks, logos, graphics or other materials that the Subscriber submits to JDL or posts to the Subscriber Website in the course of using the Service (the "Subscriber Data"). The Subscriber shall have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Subscriber Data. JDL shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Subscriber Data. The Subscriber grants JDL during the Term the royalty-free, worldwide, non-exclusive right and license to use, reproduce, modify, edit, adapt, publish, distribute, perform and display the Subscriber Data for the purpose of providing the Service.

4.2. The Service includes a feature that will allow the Subscriber to provide, post or link Subscriber Data used or created in conjunction with the Service to other websites. JDL has established a website that will feature the video content created by other Subscribers using the Service (the "JDL Website"). To the extent that the Subscriber elects to syndicate, provide, post or link Subscriber Data to the JDL Website, the Subscriber grants to JDL a limited, nonexclusive, world-wide right and license to reproduce, edit, adapt, publish, perform and display such Subscriber Data on the JDL Website until that time the Subscriber notifies JDL they no longer wish to have such Subscriber Data featured on the JDL Website.

4.3. The Subscriber represents and warrants to JDL that Subscriber Data: (a) is original to the Subscriber or that the Subscriber has secured the rights to provide and use such Subscriber Data (including the waivers or releases necessary to include the name, likeness or image of the student, faculty, employee or other individual included in the Subscriber Data); (b) does not contain any content that is unlawful, threatening, harassing, profane, defamatory, vulgar, obscene, libelous, deceptive, fraudulent, contains explicit or graphic descriptions or accounts of sexual acts, invasive of another's privacy or publicity, or hateful; or (c) does not contain a virus or other harmful component.

4.4. The Subscriber acknowledges that JDL may compile certain general information related to the use of the Service. Notwithstanding the restrictions set forth in Section 4.2 above, the Subscriber agrees that JDL is authorized to use, reproduce and generally make such information available to third parties in the aggregate, provided that the 4.5. The Subscriber shall make available to JDL an area in the webpage that the Service is featured on the Subscriber Website for use as a dedicated, persistent, customized banner promoting JDL and the Service. JDL shall also have the right during the Term of this Agreement to: (a) list and name the Subscriber as user of the Service (including the limited right to use the Subscriber's name and logo); and (b) issue a press release regarding this agreement subject to the Subscriber's prior written approval, which shall not be unreasonably withheld.



4.6. The Service may include a defined area where advertisements may be posted by the Subscriber or JDL (this space shall be referred to as the “Ad Space”). The physical and technical requirements of Ad Space shall be agreed to in writing prior to implementation and appended to this agreement as an attachment. The Subscriber shall have the sole right to sell advertising on Ad Space on the Subscriber Eduvision.Tv page (the “Site-Display Advertising”). JDL shall have no right to any of the proceeds received by the Subscriber from the sale of the Site-Display Advertising. In event that the Subscriber elects not to sell Site-Display Advertising, they may request that JDL sell Site-Display Advertising. In such event JDL shall pay the Subscriber a portion of the fees paid to JDL by advertisers for the Site-Display Advertising (the “Site-Display Ad Fees”). JDL shall have the sole right to sell and then post advertising on the Ad Space on the Subscriber Website (the “Website Advertising”).

5. Payment and Billing. The Service shall be provided at the annual fee set forth in Exhibit A (the “Service Fee”). Within fifteen (15) days of the Effective Date JDL shall invoice the Subscriber for the Service Fee plus all applicable sales or use taxes. The Subscriber shall pay the JDL invoice within thirty (30) days of the date of such invoice. In addition to any other rights granted to JDL herein, JDL reserves the right to suspend or terminate this Agreement and the Subscriber access to the Services if the Subscriber fails to pay an invoice within thirty (30) days of receipt. Delinquent invoices are subject to interest of one percent (1.0%) per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all reasonable expenses of collection.

6. Limitation of Liability. EXCEPT FOR THE OBLIGATIONS SET FORTH IN SECTION 7 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. EXCEPT FOR THE OBLIGATIONS SET FORTH IN SECTION 7 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM THE SUBSCRIBER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

7. Indemnification. JDL shall indemnify and hold the Subscriber and its board members, directors, faculty, employees and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim alleging that the Services or Website/Site-Display Advertising directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party. The Subscriber shall indemnify and hold JDL, its licensors and each such party's officers, directors, employees and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) a claim alleging that use of the Subscriber Data or Website/Site-Display Advertising infringes the rights of, or has caused harm to, a third party; or (b) the Subscriber's breach of Sections 3 or 4.4 above. The party seeking indemnification shall give the other party (i) prompt written notice of all such claims; (ii) control of the defense and settlement of the claim (provided that the party providing indemnification may not settle or defend any claim unless the other party is unconditionally released); and (iii) all available information and assistance.



8. Limited Warranty. JDL warrants to the Subscriber that the Service shall be performed in substantial accordance with the functional descriptions of the Service found in Exhibit A to this Agreement. If the Service fails to so conform to that description of the Service, then JDL shall make a commercially reasonable effort to correct the Service. If JDL is unable to so correct the Service, then JDL's sole obligation shall be to refund to the Subscriber a pro-rata portion of any pre-paid Service Fees paid by the Subscriber for the Service. OTHER THAN AS SET FORTH IN THIS SECTION 8, JDL SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. JDL DOES NOT REPRESENT OR WARRANT THAT (a) THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (b) THE SERVICES WILL MEET ALL OF THE SUBSCRIBER'S REQUIREMENTS; OR (c) ALL ERRORS OR DEFECTS WILL BE CORRECTED.

9. Other Provisions

9.1. Neither party may assign its rights, duties, or obligations under this Agreement to any person or entity without the prior written permission of the other party. However, JDL may assign this Agreement in whole or in part, without the Subscriber's consent in the case of a merger, acquisition, divestiture, consolidation, or corporate reorganization (whether or not JDL is the surviving entity).

9.2. This Agreement, along with Exhibit A, which is hereby incorporated by reference, constitutes the entire understanding of the parties and supersedes all prior, negotiations, agreements and understandings. This Agreement may be amended only by written instrument signed by both parties. Nothing in this Agreement shall be 9.3. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of JDL to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by JDL in writing.

9.4. This Agreement shall be governed by the laws of the State of Minnesota, excluding its choice of law rules. The exclusive venue for all disputes under this Agreement shall be the state courts in Hennepin County, Minnesota or the Federal Courts of Minnesota.

9.5. Either party may give notice by written communication sent by first class mail or pre-paid post to the other party's address set forth in the introductory paragraph of this Agreement. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post).



Exhibit “A” for JDL HORIZONS VIDEO PLATFORM AGREEMENT

Description of Services Provided via Eduvision.Tv Web Portal

Site Purpose and General Administration

The Eduvision.Tv web portal service allows Subscribers and the user’s they create to upload video and still images, plus optional “associated documents” via a secure web-based interface and optional video/image capture tools, for public and private viewing on computers and mobile devices.

The assets that are uploaded are organized by topical “channels” and are searchable by title, description, keywords and Uploader ID. Once uploaded, they are managed by Channel Managers and Site Administrators.

The Site Administrator (SA) can upload and approve video for their specific site, and has permissions to create additional SA’s, /Channel Managers (CM), Channel Contributors (CC), and Channels.

Each Channel is assigned at least one CM or SA who is responsible for reviewing and approving all video submissions into that Channel prior to the uploaded content being viewable by the general public.

CMs can upload to any VoD Channel, but can manage/approve assets that are within their assigned VoD Channel(s). CMs have the ability to create Channel Contributors. CMs have the option to be an “Advanced” CM, where they can also create new VoD Channels within their assigned Channels, and create and assign new CM’s to those VoD Channels.

Contributors are allowed to upload assets into any Channel, but cannot approve them for public viewing.

No asset (video or image) is able to be viewed by the public until approved by the assigned Channel Manager or Site Administrator. All videos are “held for review” in the Administrative backend until the appropriate CM or SA reviews and approves the video submission for public viewing.

SA’s have additional administrative functions more fully described in the on-line help system at www.Eduvision.Tv.

This agreement is subject to change and is supplemented by the Terms & Conditions and Terms of Use located at <https://www.Eduvision.Tv/terms.aspx>.

Public Access

General

The general public can search for and view the approved videos at the Subscriber's Eduvision.Tv web site. A custom URL is generated for each Subscriber. The Subscriber

Embed Options

There are currently three types of embed code.

- 1) Page Embed -Embeds the "skin" of the viewer side of the video portal via an I-Frame. This code requires 720 pixels in width and a suggested minimum height of 650 pixels. This feature is only accessible by the SA. This is included at no additional charge.
- 2) Embed Video Player -This is a single title video player, embedded into an I-Frame. The dimensions are customizable by the SA. This is included at no additional charge.
- 3) "Overlay" Video Player -This embed code is put behind an image button on your web page. When a viewer clicks the image, a video player appears in front of the page holding the image, and the desired asset will play/display. This method of embed keeps the viewer at your site while delivering the video content in the smallest amount of real estate possible. This is included at no additional charge.

Direct Player Link

SA and CM have access to copy a "Direct Player Link" for each asset that can be used to create a hyperlink. When the hyperlink is clicked, it will open a web browser branded with the sites' banner and colors, play that specific video, displaying only the title and description of that title, plus a button to view "Related Assets". This is included at no additional charge.

Direct Link

SA and CM have access to copy a "Direct Link" code for each video title that can be used to create a hyperlink. When the hyperlink is clicked, it will open a web browser at the Subscriber's Eduvision.Tv portal and play the video, bypassing the site's default video. This is included at no additional charge.

Live Broadcasting Option

The Subscriber may purchase the ability to broadcast live via Eduvision.Tv. Live broadcast requires additional equipment and software that is not included in the Subscription fee. The Subscriber is responsible for providing any required cameras, computers; encode cards, software, installation, and Internet services to support live broadcasting. This option includes one concurrent live broadcasting channel.



Eduvision.Tv Offerings.

There are several annual subscriptions available for the Eduvision.Tv service. Each designed to accommodate typical users. Subscribers should manage their Eduvision.Tv usage to remain within the typical usage guidelines. Users who exceed typical usage will be contacted at least annually and offered recommendations for upgrading the service and/or reducing content use/storage.

Your invoice will indicate which subscription offering has been purchased.



SUBSCRIBERS AGREEMENT AND RULES OF CONDUCT FOR EV.TV SITE

Use and participation in Eduvision.Tv's Internet site is contingent upon the user's acceptance of the following terms and rules listed herein and at www.Eduvision.Tv. By using this service, the subscriber accepts these terms. For purposes of this agreement, "the user" refers to you. "EV.TV" refers to Eduvision.Tv, its parent, subsidiary and affiliated companies.

The user shall not post or transmit through EV.TV any defamatory, threatening, obscene, harmful, pornographic or other material which would violate or infringe in any way upon the rights of others, or which would give rise to criminal or civil liability and/or violate federal or local law or regulation.

The user shall not upload, post or otherwise make available on the EV.TV site any material protected by copyright, trademark or other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right.

The user shall not upload, post or otherwise make available on the EV.TV site any competitive or sporting content for which the viewing or access is governed by an overarching organization such as a Sports League, Athletic Association or Agency.

Contact your Eduvision.Tv reseller for more information.