

NEXUS MEDIA LICENSE AGREEMENT

NOTICE TO ALL USERS: THIS LICENSE AGREEMENT IS A CONTRACT BETWEEN YOU AND NEXUS MEDIA, INC. ("NEXUS MEDIA") SETTING FORTH THE TERMS AND CONDITIONS APPLICABLE TO YOUR USE OF THE NEXUS MEDIA SOLUTION. BY USING NEXUS MEDIA SOLUTION YOU AGREE TO ALL TERMS AND CONDITIONS CONTAINED HEREIN. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, PLEASE RETURN THE NEXUS MEDIA SOLUTION TO NEXUS MEDIA. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY.

Nexus Media Solution (the "Solution") is currently offered in Enterprise and Hosted Editions. Both Editions use the Nexus Player associated with that Edition. As used herein, the Solution shall mean the software and any updates or maintenance releases and all documentation and user manuals associated therewith that Nexus Media may provide to you or make available upon execution of this Agreement.

Enterprise Edition – the Enterprise Edition of the Solution utilizes servers located at your business location.

Hosted Edition – the Hosted Edition of the Solution utilizes remote servers controlled by Nexus Media. Access to the Hosted Edition is provided via a secure browser interface utilizing data encryption.

Nexus Player – software designed for playing different forms of media and content, including the Enterprise and Hosted Editions of the Solution.

1. DEFINITIONS. As used in this Agreement, the following terms shall have the following definitions:

"Agreement" shall mean this Agreement.

"Effective Date" shall mean the date on which Nexus Media executes this Agreement.

"Customer Content" shall mean any and all data or media used in the Solution.

"Services" shall mean all maintenance and support services provided by Nexus Media.

2. LICENSE GRANT. Nexus Media hereby grants you a limited, non-exclusive, non-transferable license to use the Solution for your internal business purposes subject to your compliance with the terms and conditions contained in this Agreement. All rights not expressly granted to you are reserved by Nexus Media.

3. RESTRICTIONS ON USE. The Solution is licensed solely for your internal business use. You shall not copy or provide to any third party, in whole or in part, the Solution except as necessary for installation purposes or for back-up or archive purposes in support of your use thereof. Any such transfer of the Solution will name Nexus Media as a third party beneficiary to the terms and conditions of the related agreement and shall contain confidentiality terms and conditions at least as restrictive as the terms contained herein.

4. YOUR OBLIGATIONS. You shall abide by all applicable local, state, federal and foreign laws, treaties and regulations in connection with your use of the Solution, including those relating to data privacy, international communications and the transmission of personal data.

5. PRIVACY. Nexus Media's privacy and security policy may be viewed at www.nexusdigitalsigns.com ("Privacy Policy"). Nexus Media reserves the right to modify its Privacy Policy at any time without notice to you. If Nexus Media revises its Privacy Policy, it will post the revised Privacy Policy, including such changes, on the aforementioned website. By entering into this Agreement you agree that Nexus Media may disclose the fact that you use the Solution.

6. CUSTOMER CONTENT. You shall be solely responsible for all information and media provided to NEXUS MEDIA for access through the Solution. Nexus Media shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store such information. You hereby acknowledge that you are responsible for the form and content of all information and represent and warrant that you are authorized to use and disclose the information and that such use and disclosure does not violate the rights of any third party.

7. CONFIDENTIALITY. Each party may from time to time communicate to the other party, or each party may otherwise gain access to certain confidential business and/or technical information with respect to the other party's operations, business plans, finances and/or intellectual property ("Confidential Information"). Each party shall treat all such information and documentation as confidential, and shall not disclose, or permit the disclosure of, any such information or documentation without the prior written consent of the other. Without limitation, any information concerning customers, trade secrets, technology, software, methods, processes or procedures of either party shall be considered confidential pursuant to this Agreement unless otherwise designated. All terms and conditions relating to this Agreement shall be considered confidential and shall not be disclosed without the written permission of the non-disclosing party. This Section shall survive any termination of this Agreement.

8. IP OWNERSHIP. All right, title and interest in and to the Solution, including patent rights, trademark rights, copyright rights, trade secret rights and all other intellectual property and other rights, and any suggestions, ideas, enhancements, requests, feedback, recommendations or other information provided by you or any other party relating to the Solution are and shall at all times remain the sole and exclusive property of Nexus Media.

9. THIRD PARTY SOFTWARE. The Solution may contain third party software which requires notices and/or additional terms and conditions. Such required third party software notices and or additional terms and conditions can be viewed at www.nexusondemand.com and

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are made a part of and incorporated by reference into this Agreement. By using the Solution you are also accepting the additional terms and conditions, if any, set forth therein.

10. **THIRD PARTY SERVICES.** In connection with the promotion or your use of the Solution, you may be made aware of services, products, offers and promotions provided by third parties and not by Nexus Media. If you decide to correspond with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Solution, you are responsible for reviewing and understanding the terms and conditions governing any such third party transaction. Your participation in such third party transactions indicates your acceptance of such terms and conditions. You agree that the third party, and not Nexus Media, is responsible for the performance of the third party services.

11. **TERM AND TERMINATION.** This Agreement shall commence on the Effective Date and shall have an initial term of one (1) year unless terminated in accordance with the terms and conditions contained herein. Following the Initial Term this Agreement shall automatically renew for additional one (1) year period unless written notice of termination is provided to the non-terminating party with thirty (30) days notice, or unless terminated earlier as set forth herein. Nexus Media may terminate this Agreement for any reason on thirty (30) calendar days written notice to you. Nexus Media shall have the further right to immediately terminate this Agreement, without further notice to you, if: (i) you fail to perform any material obligation under this Agreement and fail to cure such nonperformance within ten (10) days following written notice of such failure; (ii) you become the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) you become the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. Upon such termination, you must immediately cease using the Solution, and delete or destroy all complete and partial copies of the Solution, including all backup copies.

12. **LICENSE FEE.** The License Fees applicable to this Agreement are set forth in Schedule A, incorporated herein. All payments pursuant to this Agreement are due within thirty (30) days of receipt by you of an official and uncontested invoice from Nexus Media which adheres to the terms and conditions of this Agreement. Nexus Media reserves the right to assess a late charge for payments received later than thirty (30) days following receipt by you of the invoice of one percent (1%) above the Federal Reserve Bank's Prime Rate as published in the Wall Street Journal at the time of the assessment. All pricing terms are confidential and you agree not to disclose them to any third party for any reason.

13. **NON-PAYMENT AND SUSPENSION.** In addition to any other rights granted to Nexus Media, Nexus Media reserves the right to terminate this Agreement and your access to the Solution if your account becomes delinquent. You will continue to be charged the License Fee during any period of suspension. Nexus Media reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Solution. You agree that Nexus Media has no obligation to retain any account information or data if your account is more than thirty (30) days delinquent.

14. **MAINTENANCE AND SUPPORT SERVICES.** Nexus Media may provide help desk services for the Solution via telephone to you at no additional cost during the term of this Agreement during Nexus Media's normal business hours. Support, maintenance and help desk services provided to you shall terminate with respect to the Solution simultaneously with termination of this Agreement. Support and maintenance services provided as a result of any of the following conditions shall be subject to additional charges for labor or travel expense: alterations to the Solution which are not authorized in writing by Nexus Media; errors resulting from accident, neglect, power surge or failure, or operating environment not in conformance with the specifications of Nexus Media; or events other than normal wear and tear or defects in design, material or workmanship. Nexus Media shall make a reasonable effort to correct material defects noted by you, but does not guarantee service results or represent or warrant that defects will be corrected. Support and maintenance services, including help desk services, shall commence on the Effective Date. If this Agreement includes the Enterprise Edition of the Solution you acknowledge that Nexus Media may find it necessary to access to your facilities during normal business hours in order to permit Nexus Media to make modifications to the Solution. You acknowledge Nexus Media's right to alter, substitute or otherwise modify the Solution at anytime. You agree to grant Nexus Media access during normal business hours in order to permit such changes to the Solution. Access will only be granted by you to pre-approved employees or contractors of Nexus Media. If access to the Solution during normal business hours is not practicable, then you agree to grant access and necessary resources at a time to be agreed upon by the parties.

15. **UPDATES.** Nexus Media may, in its sole discretion, issue updates of the Solution, but Nexus Media is under no obligation to provide you with any such updates. Any updates, upgrades or enhancements, if developed, may be offered to you at an additional cost. If new versions of the Solution are developed, Nexus Media may discontinue maintenance and support of the existing Solution.

16. **REPRESENTATIONS AND WARRANTIES.** You represent and warrant that you have the legal power and authority to enter into this Agreement and have not falsely identified yourself nor provided false information to gain access to the Solution.

17. **INDEMNIFICATION.** You agree to indemnify and hold harmless, Nexus Media, its officers, directors, employees, agents and attorneys from and against any and all claims, losses, damages, and expenses, including reasonable attorneys' fees, arising from or allegedly arising from your use of the Solution and the data or information provided to Nexus Media for access via the Solution.

18. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE SOLUTION AND SERVICES ARE PROVIDED "AS-IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEXUS MEDIA, ITS AFFILIATES, LICENSORS, PARTICIPATING THIRD-PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS AND SUPPLIERS (COLLECTIVELY, "REPRESENTATIVES") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SOLUTION OR SERVICES, RELATED MATERIALS, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, AND NON-INFRINGEMENT. NEXUS MEDIA DOES NOT WARRANT THAT THE SOLUTION OR SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, OR OTHER PROGRAM LIMITATIONS. All warranties or guarantees given or made by Nexus Media with respect to the Solution or Nexus Media services (1) are for the benefit of the registered user of the Solution only and are not transferable, and (2) shall be null and void if a registered user breaches any terms or conditions of this Agreement.

19. **LIMITATION AND LIABILITY OF DAMAGES.** YOU AGREE NOT TO HOLD NEXUS MEDIA LIABLE FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF YOUR PARTICIPATION IN THIRD PARTY SERVICES. ADDITIONALLY, YOUR

EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF NEXUS MEDIA AND ITS REPRESENTATIVES FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT PAID BY YOU UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEXUS MEDIA AND ITS REPRESENTATIVES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, LOSS, CORRUPTION OR THEFT OF DATA, LOSS OF PROFITS OR INVESTMENT OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF NEXUS MEDIA OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT DOES NEXUS MEDIA ASSUME ANY LIABILITY TO ANY PARTY OTHER THAN YOU ARISING OUT OF YOUR USE OR INABILITY TO USE THE SOLUTION OR SERVICES.

20. BASIS OF BARGAIN. You agree that the Warranty Disclaimer and Limited Liability set forth above are fundamental elements of the agreement between Nexus Media and you. Nexus Media would not be able to provide the Solution on an economic basis without such limitations.

21. ASSIGNMENT. This Agreement and all rights and obligations contained herein shall not be assigned, delegated, sold or transferred by you without the prior written consent of Nexus Media. Any assignment made in violation of this provision shall be void.

22. MISCELLANEOUS. This Agreement is a complete statement of the agreement between you and Nexus Media, and sets forth the entire liability of Nexus Media and its Representatives and your exclusive remedy with respect to the Solution and Services and their use. Any waiver of the terms herein by Nexus Media must be in a writing signed by an authorized officer of Nexus Media and expressly referencing the applicable provisions of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. Headings are included for convenience only, and shall not be considered in interpreting this Agreement. This Agreement does not limit any rights that Nexus Media may have under trade secret, copyright, patent or other laws.

23. AMENDMENTS. This Agreement may not be enlarged, modified or otherwise amended except by a writing signed by each of the parties.

24. CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the federal laws of the United States and laws of the State of Oklahoma, without regard to conflict of law provisions thereof. The parties expressly and irrevocably consent and submit to the jurisdiction of any state or federal court sitting in the State of Oklahoma and agree that, to the fullest extent allowed by law, only such Oklahoma courts, to the exclusion of all others, shall have jurisdiction over any action, suit or proceeding arising out of or relating to this Agreement.

25. EXPORT RESTRICTIONS. You acknowledge and agree that the Solution is subject to restrictions and controls imposed by the Export Administration Act of 1979, as amended, and the Export Administration Regulations thereunder ("the Acts"). You agree and certify that neither the Solution nor any direct product thereof is being or will be used for any purpose prohibited by the Acts. You further agree and certify that neither the Solution nor any direct product thereof will be exported to: (1) the following countries which are currently subject to U.S. trade embargoes: Cuba, Iran, Libya, North Korea, Sudan and Syria; or (2) persons or entities on the U.S. "Denied Persons List," "Specially Designated Nationals List," or "Entities List."

FORT BEND COUNTY

By: Robert E. Hebert

Name: Robert E. Hebert

Title: County Judge

Date: Approved by Commissioners Court

NEXUS MEDIA, INC.

By: Darrell Sanders

Name: Darrell Sanders

Title: Channel Sales Oper.

Date: 11-30-12

^{10/23/12}



Software Assurance

The following SLA Terms and Conditions apply only to Customers in good standing. Availability of this SLA may be subject to further conditions or qualifications set forth in the Nexus EULA or MSA. All remedies set out herein shall not be cumulative, and shall be Customer's sole and exclusive remedy under the relevant Agreement.

OVERVIEW

Nexus understands that our software is often part of a larger mission critical business initiative and we are committed to providing a high level of personalized support. We also understand that every business is different and strive to provide the exact level of service required. Nexus Software Assurance is a comprehensive maintenance offering that helps you get the most out of your software and hardware investment. It includes regular software upgrades, multi-tiered customer support, managed hosting, network management services, training, and IT tools necessary to effectively deploy and manage your system. With Software Assurance you can increase productivity, optimize performance, and maximize the return on your software investment.

CUSTOMER SUPPORT

Nexus offers different levels of customer support for our software solutions.

	Basic	Advanced
Case Limit	Unlimited	Unlimited
Issue Response Time	48 Hours	Next business day
Online Customer Support Portal	Yes	Yes
E-mail support	Yes	Yes
Phone Support	No	M-F 8am – 5pm CST
Assigned Representative	No	Hourly rate
Developer Support	No	Hourly rate

MANAGED HOSTING

Nexus On-Demand is a software-as-a-service (SAAS) offering for clients who do not wish to purchase and manage a Nexus solution on premise. It is a multi-tenant solution that has all of the same features and functions of Nexus On-Premise and is available to clients via a web login. Nexus hosts the serves and data at its secure facility and customers pay an annual fee to access their account.

TROUBLESHOOTING & ERROR REPORTING

In the event that you require assistance and have already taken steps to confirm that an issue is related to the Nexus Software, you may auto generate a service ticket by logging onto the Nexus Support site at: support.nexusondemand.com/home Once the appropriate information is entered, an auto-generated email will be sent to your main client contact with the following information: Problem description, time of notification, Nexus resource assigned to the issue, priority level, and estimated timeline required to resolve the issue. Nexus will send an email notification to you if the issue cannot be resolved within **[48 hours]** after a trouble ticket is opened. An issue is considered resolved when Nexus sends an email to notify the client and indicates that the software is available for customer to use. If in the process of resolving an issue we discover that the problem is unrelated to Nexus software (e.g. a hardware or network related issue) we reserve the right to apply applicable hourly billing rates for support.

EXCLUSION

Nexus is not responsible for failure to meet an SLA resulting from:

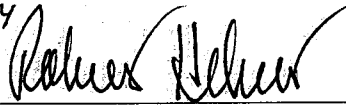
- The conduct of Customer or others authorized by Customer to use the service;
- The failure or deficient performance of power, equipment, services or systems not provided by Nexus;
- Service interruptions, degradation or delays due to data connections or equipment at the Customer Site whether provided by Nexus, the Customer, or a third party;
- Service interruption, degradation or delay during any period in which Nexus or its agents are not afforded physical or Remote access to the equipment on the Customer Site premises where the trouble has been reported;
- Service interruption, degradation or delay during any period when a Service Component is removed from service for maintenance or rearrangement purposes or for the implementation of a Customer order;
- Force Majeure Conditions;

In addition, SLAs do not apply (a) for interruptions not reported to Nexus (b) where Customer reports an SLA failure, but Nexus does not find any SLA failure.

This document certifies that the client has reviewed the information above and agrees that the designated support level for this contract agreement dated (insert date) is (basic/advanced/premium).

FORT BEND COUNTY

Client Signature:



Printed Name:

Robert E. Hebert

Title:

County Judge

Date:

Approved by Commissioners Court 10/23/2012