

## SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "Agreement") is made and effective as of the last date set forth below by and between Venue Management Systems, Inc., a Nevada corporation (the "Licensor") and the Venue (the "Licensee").

### RECITALS

WHEREAS, Licensee desires to license from Licensor, software that is commonly known as "Venue Management Software", owned and controlled by Licensor and marketed under the trade name "Ur Venue", (the "Software");

WHEREAS, Licensee desires to obtain from Licensor services in connection with the Software; and

WHEREAS, Licensor desires to provide a non-exclusive license to utilize the Software and provide certain services associated therewith to Licensee pursuant to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

- 1) Software License and Services.
  - a) Grant. Effective upon acceptance of this Agreement and provided that Licensee remains in compliance with its obligations identified herein, Licensor grants to Licensee, a non-exclusive and non-transferable limited right and license to use the Software executable code as well as any accompanying user manual solely in strict accordance with the terms of this Agreement. The rights hereby granted are limited to Licensee's use of the Software and any documentation in the internal operations of Licensee and for no other use. It is understood that the license granted to Licensee shall include only the Software executable code.
  - b) Any maintenance that the Licensor undertakes as a direct result of Licensee changing or modifying the Software or equipment, without the written consent of Licensor, shall result in Licensee being charged for all expenses associated therewith, in addition to paying Licensor's current consulting fees, which fees may change from time-to-time. However, nothing contained in this section shall limit Licensor's rights to terminate this agreement and seek equitable and/or legal relief against Licensee as a result of the aforementioned modification of the Software by Licensee.
  - c) Delivery. Licensor shall make available to Licensee the Software within 24 hours of the execution of this Agreement.
  - d) Modifications. Licensee shall not modify, reverse engineer, disassemble, compile, reverse compile, or decompile the Software.
  - e) Software Standard Maintenance. Licensor shall provide to Licensee any new, corrected or enhanced version of the Software as created by Licensor. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software, as well as any substantially new or rewritten version of the Software.
  - h) Site. Licensor shall make available the Software (on the Web) for use by the Licensee in Las Vegas, Nevada (the "Site"). Any re-exporting or re-use of the Software by Licensee outside of the United States of America shall be done strictly pursuant to the U.S. Department of Commerce Regulations and with Licensor's prior written consent.
  - i) No Assignment. Licensee shall not transfer, assign, or sublicense the license of the Software or any component thereof to any other person or entity, whether by operation of law or otherwise, without the prior and express written consent of Licensor.
  - j) Term. The Software license granted to Licensee hereunder for the Software shall commence upon final execution of this Agreement and shall continue thereafter on a month to month basis, unless terminated as provided in this Agreement.

k) Services. The services available and the cost for those services to the Licensee under this Agreement are described on the UrVenue.com website and are more specifically attached hereto as Exhibit 1.

3) Property Rights.

a) Licensor's Property Rights. Licensor shall maintain control and ownership of the Software.

i) Licensor shall retain ownership rights in the Software, including any derivative, modification, adaptation, or enhancement to the Software. All right to patents, copyrights, trade secrets and other proprietary rights associated with the Software, and any derivative, enhancement, adaptation, or modification thereto shall be the exclusive property of Licensor.

ii) Licensor shall have the exclusive right to market, sell, distribute and license all or any portion of the Software (including any derivative, enhancement, adaptation, or modification thereto or any variant thereof to third parties.

iii) Licensor may disclose to prospective or existing clients that Licensee has licensed the Software from Licensor. Promptly after execution of this Agreement, the parties may issue a mutually acceptable press release related to this Agreement.

iv) Nothing herein shall prohibit, or in any way limit, Licensor's rights to use, develop or market existing or subsequently developed or modified software, technology or concepts, or to use its expertise, skills or knowledge acquired in the performance of services rendered under this Agreement in any current or subsequent endeavors. Licensee shall have no right or interest in such endeavors.

b) Licensee's Property Rights. Licensee shall maintain all rights and ownership control of the following property.

i) Licensee's property consists of all data entered or uploaded into the Software and stored on Licensor's secure servers by or on behalf of Licensee, which specifically relates to customers names, address, and other contact information, specifically information imported into the Software, which was previously under the exclusive control of Licensee (Licensee's Property).

ii) All Licensee Property entered or uploaded into the Software and stored on our secure servers will be deleted from Licensor's servers within 30 days upon the termination of the License Agreement. A copy of the Licensee's Property will be available to the Licensee upon written notification to the Licensor and payment of a Fee for duplication as solely determined by Licensor.

4) Confidential Information.

a) Licensor Confidential Information. Licensee shall maintain the confidentiality of the Software and any documentation, using the highest degree of care. Except as specifically permitted in this Agreement, Licensee shall not use, sell, transfer, publish, disclose, display, or otherwise make available to others the Software or any documentation, or any derivative, enhancement or modification thereto, or any information, material, idea, concept, method or technique relating to or embodied in the Software and documentation or any Trade Secret, derivative, enhancement or modification thereto (Licensor Confidential Information) at any time before or after the termination of this Agreement. Licensee shall limit access to the Software and any documentation to employees with a need to know.

i) Trade Secrets. Any code that is not freely accessible to third parties and not in the public domain, and to which Licensor or their suppliers owns the copyright, may not be copied, published, distributed or passed to any third parties in any form without the prior written consent from Licensor. Unless previously agreed to otherwise in writing, no modifications may be made by the

Licensee or any third party to code to which Licensor or their suppliers own the copyright.

b) **Licensee Confidential Information.** Except as approved in a prior written consent by Licensee, Licensor shall maintain all confidential and proprietary data relating to Licensee's Property ("Licensee Confidential Information") obtained through the performance of Services under this Agreement. Licensor acknowledges the intellectual property rights of the Licensee. Information passed in written form to Licensor, and that the Licensee has indicated is confidential or a trade secret, will not be published or made available in any other way to third parties without the prior written consent of the Licensee.

c) **Disclosure of Confidential Information.** Notwithstanding the foregoing, either party may release the Confidential Information of the other, upon prior written notification to the other that is subject to subpoena, court order, or other governmental order or regulation.

d) **Assistance.** Each party shall use its best efforts in assisting the other in identifying and preventing any unauthorized use or disclosure of Licensor Confidential Information or Licensee Confidential Information, as applicable.

e) **Exceptions to Confidentiality.** The obligations of this Agreement, including the restrictions on disclosure and use, shall not apply with respect to any Confidential Information if it: (i) is or becomes publicly known through no act or omission of either party; (ii) was rightfully known by a party without having violated any duty of confidentiality to anyone before it was received by the other party, as evidenced by written records; (iii) becomes known to a party without violating any duty of confidentiality from a source other than Licensee that does not owe a duty of confidentiality to Licensee with respect to the Confidential Information; or (iv) is independently developed by a party without the use of, reference or access to the Confidential Information, as evidenced by written records.

5) **Prohibited Uses.** Licensee shall be prohibited from using the Software in any manner which would exceed the acceptable uses of the Software, these prohibited uses include, but are not limited to, the following prohibited actions:

a) The Software shall only be accessible to members of, vendors of, clients of, Licensee;

b) Licensee shall not modify or prepare derivative works from the Software or any documentation;

c) Licensee shall not reverse engineer, disassemble or decompile the Product;

d) Licensee shall not remove, obscure, or alter any notice of patent, copyright, trade secret, trademark, or other proprietary right present on any Software or any documentation; and

e) Licensee shall not sell, lend, rent, lease, modify, copy, duplicate, reproduce, license or sublicense the Software or any portion of the Software, or transfer or convey the Software or any right in the Software to anyone else.

6) **Warranties.**

a) **By Licensee as to Ownership of Intellectual Property Rights.** Licensee will obtain all necessary permissions and authorizations in respect to the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to Licensor for inclusion on the website or Software. The execution of this Agreement shall be regarded as a guarantee by the Licensee to Licensor that all such permissions and authorizations have been obtained and that the inclusion of such material on the website or Software would not constitute a criminal offense or civil offense on the part of Licensor. By agreeing to these terms and conditions, the Licensee removes the legal responsibility of Licensor and indemnifies the same from any claims or legal actions however related to the content of the Licensee's site.

b) **Warranty of Title.** Licensor hereby represents and warrants to Licensee that Licensor is the owner of the Software or otherwise

has the right to grant to Licensee the rights set forth in this Agreement. In the event any breach or threatened breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require Licensor to: i) procure, at Licensor's expense, the right to use the Software; or ii) replace the Software or any part thereof that is in breach and replace it with software of comparable functionality that does not cause any breach; or iii) refund to Licensee the full amount of the license fee upon the return of the Software and all copies thereof to Licensor.

- c) **Warranty of Functionality.** Licensee understands that, considering the current state of the art, it is not possible to exclude technical software problems, to manufacture faultless software and to cure all defects. Licensor does not warrant the absence of any defects, operation without any interruption or the possibility of combining the Software with other programs.
  - d) **Third Parties.** Licensor can take no responsibility for services provided by third parties through us or otherwise, including the hosting of the Licensee's services, although Licensor will endeavor to ensure that the website or Software downtime is kept to a minimum.
  - e) **Events Beyond the Control of Licensor.** Licensor will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of Licensor.
  - f) **Warranty Disclaimer.** THE SOFTWARE AND ALL SERVICES HEREUNDER ARE PROVIDED "AS IS" WITH ALL ITS FAULTS AND WITHOUT ANY WARRANTY, CONDITION OR REPRESENTATION WHATSOEVER. LICENSOR DISCLAIMS ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS OF THE SOFTWARE AND SERVICES PROVIDED BY LICENSOR HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES, CONDITIONS OR REPRESENTATIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SOFTWARE AND SERVICES OR THOSE IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE OR ANY OTHER WARRANTY, CONDITION OR REPRESENTATION. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE OF THE SOFTWARE OR SERVICES SHALL BE DEEMED A WARRANTY, CONDITION OR REPRESENTATION FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF LICENSOR WHATSOEVER.
- 7) **Limitation of Liability.**
- a) LICENSEE WAIVES ALL LIABILITY OF LICENSOR FROM NEGLIGENCE, WHETHER CONTRIBUTORY, SOLE OR JOINT, EXCEPT LIABILITY FOR PERSONAL INJURY AND TANGIBLE PERSONAL PROPERTY DAMAGE.
  - b) UNDER NO CIRCUMSTANCES SHALL LICENSOR BE LIABLE TO LICENSEE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST DATA, PROFITS OR REVENUES.
  - c) THE MAXIMUM LIABILITY OF LICENSOR SHALL NOT IN ANY CASE EXCEED THE AMOUNT ACTUALLY PAID TO LICENSOR HEREUNDER FOR THE SOFTWARE OR SERVICE WHICH FORMS THE BASIS OF THE CLAIM.
  - d) **Domain Name.** Any domain name obtained will belong to the Licensee. The Licensee agrees to indemnify Licensor, including any incidental costs, against any claims that a domain name applied for, or obtained, violates the intellectual property rights of a third party. The Licensee warrants that the domain name sought is not a trademark of a third party.
- 8) **Indemnity.**
- a) Licensor will defend, at its expense, any action brought against Licensee, to the extent that such action is based on a claim of direct infringement of any duly issued United States patent, or infringement of any copyright established in the United States resulting from the use by Licensee, of the Software as delivered ("Infringement"). Licensor shall pay all damages and costs

finally awarded against Licensee which are attributable to such Infringement, provided that Licensor is promptly informed in writing and furnished a copy of each communication, notice or other action relating to the alleged Infringement and is given authority, information and assistance necessary to defend or settle such claim.

b) Licensee will defend, at its expense, any action brought against Licensor, to the extent that such action is based on a claim of direct infringement of any duly issued United States patent, or infringement of any copyright established in the United States resulting from the use by Licensee, of the Software as delivered (â€œInfringementâ€•). Licensee shall pay all damages and costs finally awarded against Licensor which are attributable to such Infringement, provided that Licensee is promptly informed in writing and furnished a copy of each communication, notice or other action relating to the alleged Infringement and is given authority, information and assistance necessary to defend or settle such claim.

c) Should the Software as Delivered by Licensor hereunder become, or in Licensorâ€™s opinion be likely to become the subject of a claim of Infringement, then Licensor may, at its option and expense; (a) procure for Licensee the right to use the Software free of any liability for Infringement; (b) replace the Software with a non-Infringing substitute otherwise complying substantially with all the requirements of this Agreement, or (c) repurchase the Infringing Software for its depreciated value, and thereby be released from all liabilities with respect thereto.

d) Except as expressly provided for in this Section 8, Licensee shall defend, indemnify and hold harmless Licensor from any and all claims or causes of action arising out of Licenseeâ€™s use of the Software, and pay any and all damages and expenses (including reasonable attorneys fees incurred by Licensor) in connection therewith, regardless of the circumstances of the claim or damage, including those circumstances arising out of Licensorâ€™s negligence.

#### 9) Termination.

a) Termination By Licensee. Licensee may terminate this Agreement and the License at any time by selecting cancel services on the UrVenue.com Website. Any and all outstanding fees due must be paid immediately to commensurate with such notice of termination. There will be no refunds for services paid for.

b) Termination By Licensor. If Licensee defaults in the performance of or compliance with any of its obligations under this Agreement, and such default has not been remedied or cured within 10 days after Licensor gives Licensee written notice specifying the default, Licensor may terminate this Agreement and the license, in addition to its other rights and remedies under law.

c) Post Termination. Upon termination of this Agreement by Licensor, Licensee shall be immediately restricted from the use of the Software.

#### 10) Dispute Resolution and Governing Law.

a) Initial Disputes. All disputes between the parties in connection with this Agreement shall first be discussed in good faith between the parties to try to find an amicable solution. Any disputes not so resolved shall be resolved by arbitration pursuant to the terms below.

b) Arbitration. If no further agreement has been reached after such good faith discussions, then either party, upon 30 days notice to the other party identifying with particularity those areas in dispute, may submit such dispute to arbitration. Any such arbitration shall be held in Clark County, Nevada under the Rules of Commercial Arbitration of the American Arbitration Association, and shall be conducted in English. The arbitration panel shall consist of 3 arbitrators. The parties shall each nominate an arbitrator within 30 days of the notice submitting the dispute to arbitration and the nominated arbitrators shall agree on the third arbitrator within 30 days after the both of them have been nominated.

c) Binding Effect of Arbitration. The parties agree that the award of the arbitration shall be the sole and exclusive remedy

between the parties regarding any claims, counterclaims, issues or accounting presented or pled to the arbitrators; that the award must be consistent with terms and conditions of this Agreement; that it shall be made and shall be payable in accordance with the award in US Dollars free of any tax, deduction or offset; and that any costs, fees or taxes incident to enforcing the award shall, to the maximum extent permitted by law, be charged against the party resisting such enforcement.

d) **Governing Law.** This Agreement shall be deemed to have been entered into and shall be construed and interpreted in accordance with the laws of Nevada regardless of conflict of laws rules.

11) **Notice.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services. If to Licensee, then to the address indicated below next to Licensee's signature. If to Licensor, then to:

Venue Management Systems, inc.

4240 E Pincrest Cir

Las Vegas, NV 89121

12) **Survival.** The license granted to Licensee pursuant to Section 1 shall survive the expiration of this Agreement pursuant to their terms. Also, provisions of Sections 1, 3, 4, 5, 6, 7, 8, and 10 shall survive the expiration of this Agreement.

13) **Non-Solicitation.** Licensee shall not solicit for employment or otherwise retain the services of the employees or contractors of Licensor from the execution of this Agreement and for a period of 2 years thereafter.

14) **Force Majeure.** Except for the obligations to make payments hereunder, each party shall be relieved of the obligations hereunder to the extent that performance is delayed or prevented by any cause beyond its reasonable control, including without limitation, acts of God, public enemies, war, civil disorder, fire, flood, explosion, labor disputes or strikes or any acts or orders of any governmental authority.

15) **Final Agreement.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

16) **Survival of Agreement.** In the event that any provision or part of a provision of this Agreement is determined to be invalid, illegal, or unenforceable, such provision or part thereof shall be stricken from this Agreement and the remainder of this Agreement shall be valid, legal, and enforceable to the maximum extent possible.

17) **Miscellaneous.** Nothing in this Agreement shall create a joint venture, partnership or principal-agent relationship between Licensor and Licensee. This is the exclusive and complete Agreement between Licensor and Licensee regarding its subject matter. This Agreement may be amended, altered, or modified only by a writing executed by both parties. Licensee may not assign any part of this Agreement without Licensor's prior written consent. Upon any attempt by Licensee to assign, transfer or convey all or any portion of this Agreement, this Agreement shall be immediately terminated. This Agreement shall terminate automatically, without notice, if Licensee breaches any of its obligations hereunder. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof; any actual waiver shall be contained in a writing signed by the party against whom enforcement of such waiver is sought. This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provisions hereof or by reason of the status of the respective parties. Each Member hereby specifically consents to the selection of all other Members admitted to the Company pursuant to the terms of this Agreement.

18) **Headings.** Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

19) **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original.

Contract Reference Number: Not Signed Yet

Date: 2012-02-06

Time: 10:51 PST

IP: 38.107.179.217

Agent: CCBot/1.0 (+<http://www.commoncrawl.org/bot.html>)

Host: www.urvenue.com