

This License Agreement (“**Agreement**”) is made and entered into as of this _____ day of _____, 20__ (“**Effective Date**”) by and between CycloMedia Technology, Inc. (“**CycloMedia**”), a Delaware corporation with its principal place of business at 2120 University Ave., Berkeley, CA 94704 (USA), and _____ (“**Customer**”), a government agency with its principal place of business at _____.

GENERAL TERMS AND CONDITIONS OF CYCLOMEDIA TECHNOLOGY, INC.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THEY MATERIALLY AFFECT THE PARTIES’ OBLIGATIONS. CYCLOMEDIA TECHNOLOGY, INC. WILL ACCEPT ORDERS AND DO BUSINESS ONLY ON THE TERMS AND CONDITIONS BELOW.

1. **ENTIRE AGREEMENT.** These terms and conditions (“**Terms**”), together with the GSA Multiple Award Schedule Contract into which this License Agreement is incorporated, the Service Schedules and Order Form(s), contain all of the terms and conditions of the agreement between CycloMedia and Customer for the services to be sold or provided to Customer, to the exclusion of any other statements and agreements, and to the exclusion of any terms and conditions incorporated in Customer’s order or other documents of Customer. If any of these Terms conflict with any of the terms of any Service Schedule or Order Form or the Multiple Award Schedule Contract, the order of precedence will be determined in accordance with GSAR 552.212-4(s).

2. **DEFINITIONS.** In addition to terms defined in these Terms, the following terms will have the following meanings.

2.1 **“Authorized Users”** means those individuals authorized by Customer to access the CycloMedia Offerings, as permitted by the applicable Service Schedule, and who have been supplied user identifications and passwords.

2.2 **“CycloMedia Data”** means the data collected by the CycloMedia Offerings, including statistics relating to how often data is captured, transferred, stored, copied, manipulated, or downloaded, performance metrics relating to CycloMedia Offerings, Image Material and configuration settings.

2.3 **“CycloMedia Offerings”** means the Services as defined in the applicable Service Schedule.

2.4 **“CycloMedia Property”** means the CycloMedia Offerings, Documentation, Image Material, CycloMedia Data, CycloMedia’s Marks (including without limitation “CycloMedia”), CycloMedia’s Confidential Information, all Documentation or data provided by CycloMedia to Customer under these Terms, and all corresponding intellectual property rights.

2.5 **“Customer Data”** means all data or information provided or submitted by Customer.

2.6 **“Customer Property”** means Customer Data, Customer’s Marks, and Customer’s Confidential Information and all corresponding intellectual property rights.

2.7 **“Documentation”** means the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specifications and any other supporting documentation related to the CycloMedia Offerings, in digital or printed form.

2.8 **“Image Material”** means the photographs taken from land, air, or water and digital seamless 360-degree photographs taken at street level (“Cycloramas”) related to the CycloMedia Offerings, in digital or printed form, including the associated metadata, and offered for use with the Software.

2.9 **“Marks”** means any trademarks, service marks and logos, whether registered or unregistered.

2.10 **“Order Form”** means the form signed by Customer that specifies the Services Customer is purchasing, in the form contained in Exhibit A.

2.11 “**Service(s)**” means the provision of Software, Image Material, hosting and maintenance and professional services as described in a Service Schedule and specified in an Order Form.

2.12 “**Software**” means the object code version of the CycloMedia software, whether such software is accessed remotely over the Internet or is provided on media to Customer for use on computing devices under the control of Customer.

2.13 “**Subscription Term**” means the term during which Services are made available to Customer over the Internet, as defined in an Order Form.

2.14 “**Third Party Technology**” means the object code version of software or other technology that is licensed by CycloMedia or Customer from third parties, whether such software or technology is accessed remotely over the Internet or is provided on media for use on computing devices under the control of CycloMedia or Customer, as applicable.

3. **RESPONSIBILITIES.**

3.1 CycloMedia Responsibilities. CycloMedia will perform the Services as described in the applicable Service Schedule, beginning on the date identified in each applicable Order Form.

3.2 Customer Responsibilities. Customer (i) will provide or upload sufficient Customer Data, in a suitable format, for CycloMedia to provide the Services; (ii) will have suitable computing devices to be able to access the CycloMedia Offerings; (iii) will not use the CycloMedia Offerings for any inherently dangerous application or for an illegal activity; (iv) is solely responsible for backing up all Customer Data; (v) promptly will report to CycloMedia any unauthorized use of the CycloMedia Offerings; and (vi) will comply with all Customer requirements and use guidelines contained in the applicable Service Schedule (“**Use Guidelines**”). Customer shall allow each Authorized User access to the Services on a maximum of three computing devices.

3.3 User Names, Passwords and Compliance. Customer is responsible for keeping its user name(s) and password(s) confidential and secure, and limiting access to the CycloMedia Offerings to its Authorized Users. Customer is solely responsible and liable for any activity that occurs under its account, including without limitation all actions of Authorized Users. Customer will notify CycloMedia in writing within 3 days of Customer’s discovery of any unauthorized use. CUSTOMER HAS SOLE RESPONSIBILITY FOR (I) ENSURING ITS OWN COMPLIANCE WITH ALL APPLICABLE LAWS OR REGULATIONS, AND (II) THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, AND APPROPRIATENESS OF ALL CUSTOMER DATA AND ACTIVITIES.

3.4 CycloMedia Data Collection. The CycloMedia Offerings may collect certain non-personally identifiable information that resides on Customer’s computer system or is generated by Customer’s use of the CycloMedia Offerings, including, without limitation to, statistics relating to how often data is captured, transferred, stored, copied, manipulated, or downloaded, performance metrics relating to the CycloMedia Offerings, and configuration settings. This information may be used by CycloMedia without restriction.

3.5 Subcontractors; Third Party Technology. CycloMedia shall have the right to use or subcontract with third parties to provide the CycloMedia Offerings; provided, however, that CycloMedia is not released from responsibility for its obligations under these Terms. CycloMedia shall have the right to use any Third Party Technology in the CycloMedia Offerings.

3.6 Change Orders. If either party wishes to change the scope or performance of the CycloMedia Offerings, it will submit details of the requested change to the other in writing. CycloMedia will, within a reasonable time after such request, provide a written estimate to Customer of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the CycloMedia Offerings arising from the change; (c) the likely effect of the change on the CycloMedia Offerings; and (d) any other impact the change might have on the performance of these Terms. Promptly after receipt of the written estimate, the parties will negotiate and agree in writing on the terms of such change (a “**Change Order**”). Neither party will be bound by any Change Order unless it is signed in accordance with Section 14.

4. FEES AND PAYMENT.

4.1 Payment. CycloMedia will invoice Customer and Customer will make payment in accordance with the Prompt Payment Act (31 USC 3903) and prompt payment regulations at 5 CFR Part 1315.

5. TERM; TERMINATION; CHANGES.

5.1 Term. These Terms continue until termination of the later of the last Subscription Term or completion of the Services provided under an Order Form (the “**Term**”).

5.2 Termination for Cause. CycloMedia may, while continuing performance, pursue its rights under GSAR 552.212-4(d) and (w)(1)(iii), the Contract Disputes Act, and other applicable Federal statute for an alleged breach of this License Agreement or Order Form.

5.3 Effect of Termination. Upon termination of these Terms or an Order Form, the parties will return or destroy any Confidential Information disclosed under these Terms. Termination will not relieve Customer of the obligation to pay any fees accrued or payable to CycloMedia prior to the effective date of termination. CycloMedia will not refund any pre-paid Subscription fees unless Customer terminates for cause, in which case CycloMedia will refund pre-paid fees for the remainder of a Subscription Term. The provisions of these Terms that should by their nature survive termination of these Terms will survive any termination.

5.4 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of the Services, the parties may, while continuing performance, pursue their rights under GSAR 552.212-4(d) and (w)(1)(iii), the Contract Disputes Act, and other applicable Federal statute.

6. OWNERSHIP AND GRANT OF RIGHTS.

6.1 CycloMedia Property. Title to and ownership of all intellectual property rights relating to the CycloMedia Property will at all times remain with CycloMedia, including all adaptations, modifications, derivative works, additions or extensions, whether made by CycloMedia, Customer, or a third party.

6.2 Customer Data. As between CycloMedia and Customer, all Customer Data is owned by Customer. Customer grants CycloMedia a limited, non-exclusive right to use, access, duplicate, sub-license, and modify the Customer Data solely to perform its responsibilities under these Terms.

6.3 Grant of Rights. During each Subscription Term, CycloMedia grants to Customer limited, non-exclusive, non-transferable, non-sub-licensable rights to access and use the CycloMedia Offerings identified in the applicable Order Form. Each Service Schedule will specify any additional license rights granted to Customer. All other rights are reserved by CycloMedia.

7. CONFIDENTIAL INFORMATION.

7.1 Definition of Confidential and Proprietary Information. “**Confidential Information**” means trade secret other non-public information of or concerning a party or its business, suppliers, customers, products, or services, disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”). Without limitation, the CycloMedia Offerings and CycloMedia Data are CycloMedia Confidential Information and Customer Data are Customer Confidential Information. Information will not be considered to be Confidential Information to the extent that it (i) is already known to Receiving Party on a non-confidential basis when first obtained from Disclosing Party, (ii) is or becomes publicly known through no wrongful act of Receiving Party, (iii) is rightfully received by Receiving Party from a third party without restriction, or (iv) was independently developed by Receiving Party without use of any Confidential Information of Disclosing Party. Neither party will use or disclose any Confidential Information of the other party except as permitted by these Terms. Confidential Information of Disclosing Party will be maintained under secure conditions by Receiving Party using reasonable security measures and, in any event, not less than the same security measures used by Receiving Party for the protection of its own Confidential Information.

7.2 Compelled Disclosure. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it will, if possible, provide Disclosing Party with prior notice of the compelled disclosure and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

8. **LIMITED WARRANTY.**

8.1 CycloMedia Offerings. CycloMedia warrants the CycloMedia Offerings will operate in substantial conformity with the applicable Service Schedule and Documentation provided by CycloMedia to Customer. In the event of any breach of the warranty in this Section, which must be reported in writing by Customer within five (5) business days after Customer discovers or reasonably should have discovered such breach, Customer's sole and exclusive remedy, and CycloMedia's sole obligation, will be for CycloMedia to correct the reported nonconformity within a commercially reasonable period, as may be further described in the applicable Service Schedule. The media on which Software is delivered is warranted for thirty (30) days following delivery.

8.2 Limitations. CycloMedia does not make any warranty and is not responsible in any way for Third Party Technology or for loss of Customer Data. Customer acknowledges that communications and transactions conducted on-line may not be absolutely secure, that there may be system or Internet failure that limits Customer's accessibility to the CycloMedia Offerings, and that on-line services are not guaranteed to be error-free. By using the CycloMedia Offerings, Customer accepts all responsibility and risk associated with the use of the CycloMedia Offerings and the Internet generally.

8.3 Disclaimer of All Other Warranties. THE EXPRESS WARRANTIES IN THESE TERMS ARE IN LIEU OF, AND CYCLOMEDIA DISCLAIMS, ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), RELATED TO THESE TERMS, WHETHER ARISING BY LAW, CUSTOM OR USAGE IN THE TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CYCLOMEDIA OR A THIRD PARTY SOFTWARE SUPPLIER IS AWARE OF ANY SUCH PURPOSE). *CYCLOMEDIA MAKES NO REPRESENTATION OR WARRANTY THAT CUSTOMER'S USE OF THE CYCLOMEDIA OFFERINGS, OR ANY SERVICE OR THE CYCLOMEDIA SITE, WILL BE IN COMPLIANCE WITH ANY LAW OR REGULATION.*

9. **LIMITATION OF LIABILITY.**

9.1 Direct Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS) RELATED TO THESE TERMS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, THE TOTAL CUMULATIVE LIABILITY OF CYCLOMEDIA FOR ANY BREACH OF THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER UNDER THESE TERMS.

10. **CUSTOMER REPRESENTATIONS AND WARRANTIES.**

10.1 Regulations. Customer represents and warrants that it is currently complying and will continue to comply with all requirements of laws and regulations applicable to Customer's use of the CycloMedia Offerings, and all other applicable federal, state and local laws, regulations and guidelines, including but not limited to those relating to export control, anti-corruption, and anti-terrorism ("**Regulations**").

10.2 Reliance. In connection with the performance of the Services, the parties agree that CycloMedia may rely upon the Customer Property. Customer represents and warrants that the Customer Property is complete and accurate. If any error results from incorrect Customer Property supplied by Customer, Customer shall

be responsible for discovering and reporting such error, and supplying the Customer Property necessary to correct such error by reprocessing at the earliest possible time.

11. **INDEMNIFICATION.**

11.1 **Indemnification by CycloMedia.** CycloMedia will indemnify, defend, and hold harmless Customer, its directors, officers, employees, and agents, against any Action against Customer solely to the extent that the Action is based on a claim that any Software infringes any United States copyright or misappropriates any trade secret. CycloMedia will pay costs and damages finally awarded against Customer in any such Action, or those costs and damages agreed to in a monetary settlement of an Action. If the Software becomes, or in CycloMedia's opinion is likely to become, the subject of an infringement or misappropriation claim, CycloMedia may, at its option and expense, either: (i) procure for Customer the right to continue using the Software as part of the CycloMedia Offerings, or (ii) replace or modify the Software so that it becomes non-infringing (provided any such replacement or modification does not materially degrade the Software's functionality as described in the then-current Documentation). Notwithstanding the foregoing, CycloMedia will have no obligation with respect to any Third Party Technology or Customer Property or an infringement or misappropriation claim if the Software is being misused, used in violation of these Terms or any Regulations, used in nonconformance with the Documentation, or has been modified by Customer or any third party. CycloMedia's obligations under this Section will constitute its sole and exclusive obligations and Customer's sole and exclusive remedy in the event that any claim or action is brought against Customer alleging that the CycloMedia Offerings infringe, misappropriate, or otherwise violate the rights of any third party.

11.2 **Notification and Cooperation.** The obligations under this Section are conditioned on (a) the indemnified party notifying the indemnifying party promptly in writing of the commencement of any Action, (b) the indemnified party allowing the indemnifying party to participate in the defense and any related settlement negotiations, and (c) the indemnified party cooperating with the indemnifying party in the defense.

12. **NON-SOLICITATION.** During the Term and for a period of 6 months following the termination or expiration of these Terms, Customer agrees not to solicit, nor attempt to solicit, the services of any employee or subcontractor of CycloMedia who provides services to Customer during the Term without prior written consent. Customer will not be in violation this Section if an employee or subcontractor of CycloMedia responds to a public advertisement of an open position and is subsequently hired.

13. **CHOICE OF LAW; DISPUTE RESOLUTION.** These Terms will be interpreted and construed in accordance with Federal law.

14. **RELATIONSHIP OF THE PARTIES.** The parties are independent contractors, and neither party has any power or authority, nor will it represent that it has any power or authority, to bind the other party or to assume or create any obligation or responsibility, express or implied, on behalf of the other party, or in the other party's name.

15. **GENERAL. Assignment.** These Terms binds the parties' representatives. In accordance with the FAR 42.12 Novation and Change-of-Name Agreements, CycloMedia is not authorized to assign this License Agreement or any of its terms to another party. **Notices.** Any written notice required to be given to a party will be given by personal delivery to that party, or mailed by registered or certified mail, return receipt requested, postage prepaid, to that party at that party's address on the Order Form. **Force Majeure.** Except for the obligation to make payments, neither party will be liable for delays or breaches in its performance under these Terms due to causes beyond its reasonable control. **Modifications; Severability; Waiver.** Any modification of these Terms will be effective only if in writing and signed by both parties. Any provision of these Terms that is held to be invalid, illegal or unenforceable will be severed from these Terms, and the remaining provisions will remain in full force and effect. No failure or delay by either party to exercise any right or remedy will be construed as a current or future waiver of such remedy or right. **Counterparts.** These Terms may be executed in any number of counterparts, each of which will be deemed an original, and all of which taken together will constitute one and the same instrument. Facsimile signatures, or other electronic signatures, are binding and have the same effect as a handwritten signature.

SERVICE SCHEDULE**GlobeSpotter Cloud - Software as a Service (“SaaS”)**

This Service Schedule applies in addition to the General Terms and Conditions (“**Terms**”) to the provision of GlobeSpotter Cloud, a secure, scalable service that includes the hosting and provision of Image Material and Software.

16. **Definitions.** In addition to terms defined in the Terms, the following terms will have the following meanings:

1.1 “**CycloMedia Site**” means the website provided by CycloMedia to Customer so it may access GlobeSpotter and Image Material on a remote basis.

1.2 “**Subscription Fee**” means the annual fee for a GlobeSpotter Cloud Subscription.

1.3 “**Subscription Start Date**” means the date that the Order Form is submitted or is otherwise identified on the Order Form.

1.4 “**Subscription Term**” means the period defined in the applicable Order Form.

1.5 “**System**” means the computers, servers and related equipment used by or on behalf of CycloMedia to provide access to the Services.

17. **CycloMedia Responsibilities.** CycloMedia will provide access to the CycloMedia Site as of the Subscription Start Date, respond to Service incidents, and host and maintain the CycloMedia Site and Customer Data as set forth in this Schedule and the Terms. CycloMedia will make reasonable efforts to make the CycloMedia Site available to the Customer twenty-four hours a day, seven days a week.

18. **Customer Responsibilities.** Customer (i) will upload sufficient Customer Data, in a suitable format, for CycloMedia to provide the Services; (ii) will have suitable computing devices to access the CycloMedia Offerings; and (iii) is solely responsible for providing adequate security of Customer’s internal systems, Customer Data and for all third-party fees associated with provision of the Services.

19. **Use Guidelines.** Customer will use the Services solely for its internal business purposes and will not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the Services; (ii) attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, or other measures relating to the CycloMedia Offerings; (iii) attempt to reverse engineer or decompile any component or element of the CycloMedia Offerings, (iv) transfer to third parties or permit third parties to use Customer’s user name and password or CycloMedia Property, (v) use the System or the Services for any acts that are contrary to any applicable Regulations, or (vi) copy any Documentation other than is necessary for the purposes permitted under these Terms and for backup purposes, provided that Customer shall not remove any of CycloMedia’s Marks when copying such Documentation. CycloMedia may immediately suspend all access to the CycloMedia Site and disable all Authorized User logins in the event CycloMedia reasonably suspects a misuse of the Services.

20. **Management of Services.** CycloMedia is at all times entitled to make changes in the log-in procedure. CycloMedia will notify Customer about such changes as soon as possible. Without prior notice being required, CycloMedia is entitled to discontinue the operation of the System and/or the Services temporarily or to restrict use to the extent this is reasonably necessary for maintenance purposes or for necessary adjustments to or improvements in the System and/or Services without the Customer or an Authorized User being entitled to claim any compensation from CycloMedia.

21. **Payment.** In accordance with the Prompt Payment Act, the GSA Multiple Award Schedule Contractor shall invoice Customer, Customer shall make payment to the GSA MAS Contractor, and the GSA MAS Contract shall pay CycloMedia.

22. Effect of Termination. Customer has (30) days after the effective date of termination of this Agreement, or after the termination of an Order Form, to return or destroy any Confidential Information of CycloMedia. Further, if Customer terminates the Service before the end of the Subscription Term, Customer will not be entitled to any refund of prepaid fees and any fees by owed by Customer are immediately due and payable.

23. Warranty. CycloMedia warrants that the CycloMedia Offerings will operate in substantial conformity with the Documentation. CycloMedia does not guarantee that Customer's access to or use of the CycloMedia Offerings will be uninterrupted or error-free.

EXHIBIT A *Order Form Cycloramas and GlobeSpotter*



Agreement Number:	
Account Manager:	
Date:	

Customer	
Name:	
Address/PO Box:	
Zip code:	City:
Contact Person:	
Phone:	E-mail:

Invoice data	
Name:	
Address/PO Box:	
Zip code:	City:
Contact Person:	
Phone:	E-mail:
Invoicing conditions:	

Contact data for Delivery	
Name:	
Address/PO Box:	
Zip code:	Zip code:
Contact Person:	
Phone:	E-mail:

Enterprise License Agreement	Cycloramas and GlobeSpotter		
Contract type:	<input type="checkbox"/>		
Purpose(s) of use:	<input type="checkbox"/>		
License term:	<input type="checkbox"/>		
Contract term:	<input type="checkbox"/>		
License	<input type="checkbox"/>		
Project area:			
Quantification:	Estimated		
Capturing area information provided by Customer	<input type="checkbox"/>	Area Boundary shape file (WGS84 coordinate system)	<input type="checkbox"/>
			Center Line shape file (WGS84 coordinate system)
Coordinate system for delivery	In accordance with Accurate Georeferencing Version 1.1 addendum D.		
Capturing standard and optional extras	In accordance with Cycloramas collection standard		
	<input type="checkbox"/>	Highways and connecting roads	
	<input type="checkbox"/>	Public pedestrian areas, foot- and bicycle- paths	
	<input type="checkbox"/>	Unpaved roads (sand, gravel, rubble)	
	<input type="checkbox"/>	Camping, recreation areas or city parks	
Requested delivery date			
Delivery type	<input type="checkbox"/>	GlobeSpotter Cloud – Software as a Service ('SaaS') hosting	
License fee:	<input type="checkbox"/>	Single fee	<input type="checkbox"/>
			Per annum
Options			
License extension	<input type="checkbox"/>	County-wide enterprise license including: Cycloramas / GlobeSpotter for Web and ArcGIS Desktop	
Delivery type	<input type="checkbox"/>	GlobeSpotter Server – Local hosting and physical data delivery	
Public display / privacy filtering	<input type="checkbox"/>	Faces, open garages and license plate blurring of Cycloramas Fee included in License fee Cycloramas and GlobeSpotter	
Training	<input type="checkbox"/>	On-site training:..... [describe specs, e.g. number of training sessions and max number of attendees per session] Fee included in License fee Cycloramas and GlobeSpotter	
JPG Cut-outs	<input type="checkbox"/>	JPG photo extractions of parcels delivered on hard drive Fee include in License fee Cycloramas and GlobeSpotter	
Terms & Conditions			
Terms and Conditions	General Terms and Conditions + applicable Service Schedule		
	<input type="checkbox"/>	Service Schedule GlobeSpotter Cloud – Software	<input type="checkbox"/>
		Service Schedule GlobeSpotter Server - Image	<input type="checkbox"/>
		Service Schedule Professional Services	

	as a Service (SaaS)	Material and Software on Media
Payment terms:	All invoices due within 30 days of the invoice date. Invoicing upon signing of License Agreement	
Further arrangements:	Customer obtains the perpetual, non-exclusive, non-transferable and non-sub-licensable rights to use the JPEG photo extractions of the parcels within the Project area that have been extracted from the Cycloramas for its internal business purposes.	

This Order is governed by the CycloMedia General Terms and Conditions and the applicable Service Schedule(s). By signing this Order Form, Customer accepts the General Terms and Conditions and all terms contained in the applicable Service Schedule(s). Other terms and conditions do not apply and are explicitly excluded. The provisions of this Order Form shall prevail over the CycloMedia General Terms and Conditions and the applicable Service Schedule(s).

CycloMedia Technology, Inc.
 Title:
 Name:
 Address:

Department:
 Title:
 Name:
 Address:

Date:
 Signature:

Date:
 Signature: