



Date: 6/16/2015

Licensing Agreement

Organization or Institution:

Village of Tequesta

Mailing Address:

345 Tequesta Drive

Tequesta, FL 33469

Primary Contact Name:

Lori McWilliams, MMC

Contact's Telephone Number:

561-768-0443

Contact's Email Address:

lmcwilliams@tequesta.org

LICENSE FEES:

Service Options: (all subscriptions come with unlimited searches, unlimited watch terms and unlimited results)	Check Option Chosen:	Number of Licenses/ logins:	Total Months:	Cost
<b>TVEyes "Basic"</b> <b>Media Monitoring Suite (MMS) subscription;</b> <b>Renewal Tier 1/Basic rate. Discount for prior rate match for renewal</b> <b>6/16/2015 – 6/15/2016</b>  US Cable and 3 ADJACENT States 120 Downloads a year	<b>Option #1:</b> <input checked="" type="checkbox"/> X	1	12	<b>\$1200</b> <b>(one invoice up front)</b>
<b>Same for Term: 6/16/2015 -- 6/15/2017</b>	<b>Option #2:</b> <input type="checkbox"/>	1 up to 3	24	<b>\$2,160</b> <b>(one invoice up front)</b>
<b>TVEyes Federal Tax ID: #06-1555547</b>				

LICENSE AGREEMENT - TERMS AND CONDITIONS

1. **AGREEMENT TO PURCHASE.** This Agreement is entered into as of the date executed by TVEyes, Inc. ("Company" or "we") and the institution or organization identified on the Schedule of Licenses and Fees attached hereto ("Client" or "you"). We hereby agree to sell and you agree to purchase the number of TVEyes- Media Monitoring seats as identified on such Schedule ("the Licenses"). Client agrees to pay Company the fees and Company agrees to deliver the Licenses as set forth in this Agreement. Client may purchase additional seats from time to time by executing one or more supplemental Statement(s) of Licenses that will reference and be subject to the terms and conditions of this Agreement.
2. **TERM.** The term of this Agreement shall commence on the date executed by Company and extend for the period of time listed as length of term above. TVEyes reserves the right to change the fees associated with this Agreement at the conclusion of each Term.
3. **OWNERSHIP AND COPYRIGHT.** Company and its third party providers shall retain ownership of all rights in and to the Licenses. Client may not copy, license, sell, resell, transfer, distribute or otherwise exploit any of the foregoing and will use

its best efforts to stop any unauthorized use thereof. The data provided is from proprietary sources and may be utilized for Client's internal research and analysis purposes only.

4. CONFIDENTIALITY. The parties agree that the terms of this Agreement shall remain confidential and shall not be divulged to any third party. Nothing in this paragraph shall be deemed to restrict Company's right to include Client's name in its promotional material (e.g., client lists).
5. LIMITATION OF LIABILITY. Neither party shall be liable to the other party for any loss of profit or other commercial injury, or any special incident, punitive or consequential damages under any cause of action arising out of or relating to this agreement, even if advised in advance of the possibility of such damages.
6. ASSIGNMENT. The Client may not assign the license(s) granted under this Agreement without the prior written consent of TVEyes.
7. RELATIONSHIP OF THE PARTIES. Nothing contained in this Agreement shall be deemed to create or constitute a partnership, joint venture, or relationship of principal and agent between the parties.
8. ENTIRE AGREEMENT. This Agreement, consisting of Schedule of Licenses and Fees and Terms and Conditions sets forth the entire agreement between the parties and supersedes any and all previous oral or written agreements or understandings between the parties. This Agreement may not be changed, modified or discharged, in whole or in part, except by a writing signed by both parties.

#### PAYMENT SCHEDULE

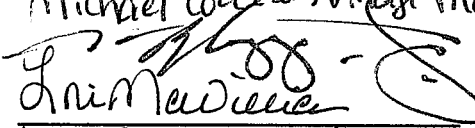
An Invoice will be sent to the person or persons designated below upon execution of this Agreement, and except as expressly set out in this Agreement, will be due and payable in full to TVEyes Net 30 days from date of execution. A late payment fee of 1.5% per month will be applied to all past due balances. TVEyes reserves the right to terminate services if payment of the invoice amount is not received. The client shall have 5 days from the Delivery date within which to notify Company of any material non-conformity of the Licenses. Failure to timely respond shall be deemed acceptance.

**REQUIRED INFORMATION** The following individual has been designated by Client as the primary liaison for any financial obligations to Company described herein, and will be the recipient of any invoices submitted to Client.

Name/Title: Michael Couzzo, Village Manager  
Billing Address: 345 Tequesta Dr., Tequesta, FL 33469  
Telephone: 561-768-0443  
Fax: 561-768-0696  
Email: mcouzzo@tequesta.org / lmcwilliams@tequesta.org  
Purchase Order #: NONE

#### Agreement Acceptance:

The authorized signatories below, on behalf of their respective organizations, agree to the pricing and other terms outlined herein. This Schedule of Licenses and Fees and list of Terms and Conditions shall be collectively referred to as the "Agreement". All notices or other communications required or permitted under this Agreement shall be forwarded to the individuals named below.

[Client]	<u>Michael Couzzo, Village Manager</u>	[Company]	TVEyes, Inc.
Authorized Signature:		Authorized Signature:	(LG for rev.)
Name/Title:	<u>Lori McWilliams, Village Clerk</u>	Name/Title:	<u>Larry Gallo/SVP Global Sales</u>
Date:	<u>6/19/15</u>	Date:	<u>6/16/2015</u>
Mailing Address:	<u>345 Tequesta Dr.</u>	Mailing Address:	<u>TVEyes Inc.</u>
Fax:	<u>Tequesta, FL 33469</u>	Fax:	<u>1150 Post Rd.</u>
Email:	<u>lmcwilliams@tequesta.org</u>	Email:	<u>Fairfield, CT 06824</u>
			<u>(203) 254-3600</u>
			<u>(203) 254-3605</u>
			<u>lgallo@tveyes.com</u>

## **ADDENDUM**

**Public Records:** In accordance with Sec. 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Scope of Services. Upon request, the Contractor must provide the public with access to such records in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Scope of Services are not disclosed except as authorized by law. Finally, the Contractor shall retain the records described in this paragraph throughout the performance of the work described in the Scope of Services, and at the conclusion of said work, transfer to the Village, at no cost to the Village, all such records in the possession of the Contractor and destroy any duplicates thereof. Records that are stored electronically must be transferred to the Village in a format that is compatible with the Village's information technology systems.

## McWilliams, Lori

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**From:** Larry Gallo [lgallo@tveyes.com]  
**Sent:** Tuesday, June 09, 2015 12:21 PM  
**To:** McWilliams, Lori  
**Subject:** Re: TVEyes renewal, Updates on Upgrades for 2015 + SCOUT invite is here! --Re: Village of Tequesta Service Agreement

Hi Lori,

Good afternoon!

Following up as per our emails below, I am very sorry to hear this, and my CEO would very much like to keep you and Village of Tequesta on board TVEyes as a subscriber as well, thus my CEO approved for your prior special pricing discount to be honored for your same rate as last year (\$1,200.00/year) for your TVEyes subscription service renewal for 2015, and in addition if you indeed opt for this we will honor this rate for you permanently as well in appreciation.

Will you renew your TVEyes at the prior \$1200/year rate?

Many thanks in advance for considering!

Best regards,

Larry

Larry Gallo

SVP Global Sales

HQ: (203) 254-3600 ext. 333 / mobile: (203) 312-7333

email: [lgallo@tveyes.com](mailto:lgallo@tveyes.com)

URL: [www.tveyes.com](http://www.tveyes.com)



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On Mon, Jun 8, 2015 at 4:14 PM, McWilliams, Lori <[lmcwilliams@tequesta.org](mailto:lmcwilliams@tequesta.org)> wrote:

Larry,



TVEyes Inc.  
1150 Post Road  
Fairfield, CT 06824  
203-254-3600

# Invoice

Date	Invoice #
6/17/2015	2015-W1441

<b>Bill To</b>
Village of Tequesta Attn: Lori McWilliams 345 Tequesta Drive Tequesta, FL 33469

<b>Ship To</b>
Village of Tequesta Attn: Lori McWilliams 345 Tequesta Drive Tequesta, FL 33469

<b>Purchase Order#</b>

Description	Qty	Rate	Amount
TVEyes Media Monitoring Suite Service; Unlimited Usage for one year; 6/16/2015 - 6/15/2016  <div style="text-align: right;"><i>\$600 - FY 14/15</i> <i>\$600 - FY 15/16</i></div> <div>VENDOR # <u>00242</u> P.O. # <u>-</u> INV. DATE <u>6/17/15</u> INV. # <u>2015-W1441</u> ACCT. # <u>001.120.548.110</u> <i>Lori McWilliams</i> <u>6/17/15</u> DEPARTMENT HEAD DATE REC'D. _____ FINANCE APP. _____</div>	1	1,200.00	1,200.00
		<b>Total</b>	USD 1,200.00

TVEyes Contact:  
Anne Stephan; ext. 223  
Admin Manager  
astephan@tveyes.com

<b>Fax #</b>
203-254-3605

<b>Payments/Credits</b>	USD 0.00
<b>Balance Due</b>	USD 1,200.00