

ITOURMOBILE, LLC END USER LICENSE AGREEMENT

IMPORTANT – THIS IS A LEGAL AGREEMENT BETWEEN YOU ("You" or the "Authorized User") AND INNOVATION WORKS, LLC ("We" or "Company"). BEFORE DOWNLOADING, ACCESSING, OR USING ANY PART OF THE ITOURMOBILE APPLICATION ("iTourMobile"), YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS END USER LICENSE AGREEMENT (this "EULA") AS THEY GOVERN YOUR ACCESS TO AND USE OF ITOURMOBILE. INNOVATION WORKS, LLC IS WILLING TO LICENSE AND ALLOW THE USE OF ITOURMOBILE ONLY ON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS EULA. IF YOU DO NOT AGREE WITH THIS EULA, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THE ITOURMOBILE APPLICATION OR ANY CONTENT THEREIN.

TERMS AND CONDITIONS

- LICENSE GRANT.** iTourMobile is provided by Company, and this EULA provides to you a personal, revocable, limited, non-exclusive, royalty-free, non-transferable license to use iTourMobile conditioned on your continued compliance with the terms and conditions of this EULA. This EULA permits you to use and access for personal purposes only iTourMobile. If you are using iTourMobile on behalf of a company or other form of entity, please note that such a company or entity may have a separate agreement with Company regarding access and usage privileges for iTourMobile. Nevertheless, your personal use of iTourMobile will be subject to the obligations and restrictions as set forth in this EULA.
- RESTRICTIONS.** The foregoing license is limited. You may not use, copy, store, reproduce, transmit, distribute, display, rent, lease, sell, modify, alter, license, sublicense, or commercially exploit any data provided by Company through iTourMobile in any manner not expressly permitted by this EULA. In addition, you may not modify, translate, decompile, create any derivative work(s) of, copy, distribute, disassemble, broadcast, transmit, publish, remove or alter any proprietary notices or labels, license, sublicense, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use in any manner not expressly permitted herein iTourMobile.
- USER OBLIGATIONS.** By downloading, accessing, or using iTourMobile in order to view our information and materials or submit information of any kind, you represent that you are at least the legal age of majority and will, at all times, provide true, accurate, current, and complete information when submitting information or materials on iTourMobile, including, without limitation, when you provide information via a registration or submission form. In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of iTourMobile. This EULA is also expressly made subject to any applicable export laws, orders, restrictions, or regulations.
- PROPRIETARY RIGHTS.** This EULA provides only a limited license to access and use iTourMobile. Accordingly, you expressly acknowledge and agree that Company transfers no ownership or intellectual property interest or title in and to iTourMobile or any data or content contained therein to you or anyone else. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code, programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through iTourMobile, unless otherwise indicated, are owned, controlled, and licensed by Company and its successors and assigns and are protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other state, national, and international laws and regulations. Except as expressly provided herein, Company does not grant any express or implied right to you or any other person under any intellectual or proprietary rights. Accordingly, your unauthorized use of iTourMobile may violate intellectual property or other proprietary rights laws as well as other laws, regulations, and statutes. iTourMobile is Copyright © 2013 Innovation Works, LLC and/or its licensors. All rights reserved. iTourMobile, Innovation Works, LLC, Innovation Works, LLC logo, and all other names, logos, and icons identifying Innovation Works, LLC and its programs, products, and services are proprietary trademarks of Innovation Works, LLC, and any use of such marks, including, without limitation, as domain names, without the express written permission of Innovation Works, LLC is strictly

prohibited. Other service and entity names mentioned herein may be the trademarks and/or service marks of their respective owners.

5. **LOCATION-BASED SERVICES.** iTourMobile utilizes global positioning systems ("GPS") to determine appropriate content based on your physical location. Innovation Works, LLC will not be held liable for iTourMobile not operating fully or partly due to the use or misuse of your mobile phone or device including any costs incurred should you fail to turn off Bluetooth, GPS position or data roaming. InnovationWorks LLC is not responsible for any data inaccuracy or inconsistency, which may occur from GPS spikes, or obstacles such as buildings, canyons, cloud cover and deep valleys that can interfere with GPS signals.
6. **FEEDBACK AND SUBMISSIONS.** Company welcomes your feedback and suggestions about Company's products or services or iTourMobile. By transmitting any suggestions, information, material, or other content (collectively, "feedback") to Innovation Works, LLC, you represent and warrant that such feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that you have all rights necessary to convey to Company and enable Company to use such feedback. In addition, any feedback received through iTourMobile application will be deemed to include a royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license for Company to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, and display (in whole or in part) worldwide, or act on such feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you hereby waive any claim to the contrary.
7. **DISCLAIMER.** WHILE INNOVATION WORKS, LLC ENDEAVORS TO PROVIDE RELIABLE INFORMATION, SERVICES, PROGRAMS, SOFTWARE, AND MATERIALS, THE ITOURMOBILE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. YOU ASSUME THE SOLE RISK OF MAKING USE OF ITOURMOBILE. INNOVATION WORKS, LLC MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE RESULTS THAT CAN BE ACHIEVED FROM OR THE SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY, OR ACCURACY OF ITOURMOBILE OR ANY DATA THEREIN FOR ANY PURPOSE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR ANY OTHER IMPLIED WARRANTY UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT AS ENACTED BY ANY STATE. INNOVATION WORKS, LLC ALSO MAKES NO REPRESENTATION OR WARRANTY THAT THE ITOURMOBILE APPLICATION WILL OPERATE ERROR FREE OR IN AN UNINTERRUPTED FASHION OR THAT ANY CONTENT OR INFORMATION CONTAINED THEREIN WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES.
8. **LIMITATION OF LIABILITY.** You expressly absolve and release Innovation Works, LLC from any claim of harm resulting from a cause beyond Innovation Work's control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, server connectivity, telephone or other connection problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes, or other labor problems, wars, or governmental restrictions. MOREOVER, IN NO EVENT SHALL INNOVATION WORKS, LLC BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE ITOURMOBILE APPLICATION, WITH THE DELAY OR INABILITY TO USE THE ITOURMOBILE APPLICATION, OR FOR ANY INFORMATION, SERVICES, PROGRAMS, PRODUCTS, AND MATERIALS AVAILABLE THROUGH THE ITOURMOBILE APPLICATION, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF INNOVATION WORKS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. NOTWITHSTANDING THE FOREGOING, TOTAL LIABILITY OF INNOVATION WORKS, LLC FOR ANY REASON WHATSOEVER RELATED TO USE OF THE ITOURMOBILE APPLICATION SHALL

NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO INNOVATION WORKS, LLC IN CONNECTION WITH THE SUBJECT MATTER OF THE PARTICULAR DISPUTE DURING THE PRIOR THREE MONTHS.

9. **INDEMNITY.** You agree to defend, indemnify, and hold harmless Innovation Works, LLC and affiliates and all of their respective employees, agents, directors, officers, shareholders, attorneys, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses) relating to or arising from any breach by you of this EULA.
10. **GOVERNING LAW.** This EULA has been made in and will be construed and enforced solely in accordance with the laws of the United States of America and the Commonwealth of Virginia, U.S.A. as applied to agreements entered into and completely performed in the Commonwealth of Virginia. You and Company each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction, and venue of the courts in the Commonwealth of Virginia for any disputes between us under or arising out of this EULA. You also agree to waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to this EULA and acknowledge that either party may seek attorney's fees in any proceeding. Any claim you might have against Company must be brought within two (2) years after the cause of action arises, or such claim or cause of action is barred. Company makes no representation that the iTourMobile application is appropriate or available for use in other locations outside the United States of America. You access the iTourMobile application on your own volition and are responsible for compliance with all applicable local laws with respect to your access and use of the iTourMobile application. A printed version of this EULA and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this EULA to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Please contact Innovation Works, LLC if you wish to receive a printed copy of this EULA.
11. **TERM AND TERMINATION.** This EULA and your right to use the iTourMobile application will take effect at the moment you click "I ACCEPT" or you install, access, or use the iTourMobile application and is effective until terminated as set forth below. This EULA will terminate automatically if you click "I REJECT". In addition, Company reserves the right at any time and on reasonable grounds, which shall include, without limitation, any reasonable belief of fraudulent or unlawful activity or actions or omissions that violate any term or condition of this EULA, to deny your access to the iTourMobile application or to any portion thereof in order to protect its name and goodwill, its business, and/or other Authorized Users, and this EULA will also terminate automatically if you fail to comply with this EULA, subject to the survival rights of certain provisions identified below. Termination will be effective without notice. You may also terminate this EULA at any time by ceasing to use the iTourMobile application, but all applicable provisions of this EULA will survive termination, as identified below. In addition to the miscellaneous section below, the provisions concerning Company's proprietary rights, feedback, indemnity, disclaimers of warranty, limitation of liability, and governing law will survive the termination of this EULA for any reason.
12. **MISCELLANEOUS.** You acknowledge that any breach, threatened or actual, of this EULA will cause irreparable injury to Company, such injury would not be quantifiable in monetary damages, and Company would not have an adequate remedy at law. You therefore agree that Company shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this EULA. Accordingly, you hereby waive any requirement that Company post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to Company to enforce any provision of this EULA. The parties agree that this EULA is for the benefit of the parties hereto as well as Company's licensors. Accordingly, this EULA is personal to you, and you may not assign your rights or obligations to any other person or entity without Company's prior written consent. Failure by Company to insist on strict performance of any of the terms and conditions of this EULA will not operate as a waiver by Company of that or any subsequent default or failure of performance. If any provision (or part thereof) contained in this EULA is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts

thereof) contained herein and the illegal, invalid, or unenforceable clause shall be modified in compliance with applicable law in a manner that most closely matches the intent of the original language. No joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this EULA or your utilization of the iTourMobile application. Headings herein are for convenience only. This EULA represents the entire agreement between you and Company with respect to use of the iTourMobile application, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and Company with respect to the iTourMobile application.