**1. Hippo Ad Programming.** During the service term, Hippo Ad shall provide a regularly updated version of the Hippo Ad Media Service The Hippo Ad Media Service shall not contain content that is obscene or defamatory. Subject to the immediately preceding sentence, Hippo Ad shall have the right in its reasonable discretion to determine the nature and mix of the Hippo  Media Service. Hippo Ad does not guarantee the truth or accuracy of the content or advertising displayed as part of the Hippo Ad Media Service. Hippo Ad will not be liable to Client or any third party for any losses or damages of any kind, however caused, resulting from any mistakes or inaccuracies in the Hippo Ad Media Service.

**2. Client Messages.** During the Term of this Agreement Client shall have the right to display their own messages (“Client Messages”) according to the Hippo Ad Monthly service stated above. The Client Messages can only be used to provide non- commercial, Client related, safety or other informational messages. The Client shall not sell these message slots or otherwise receive direct or indirect compensation with respect to the messages. Client shall ensure that the Client Messages do not contain content that is obscene or defamatory. Hippo Ad shall not have any responsibility or liability in respect of the form or content of any Client Messages. Hippo Ad shall, however, have the right to require Client to remove, or to remove itself, any Client Messages that violate the above or, in Hippo Ad’s reasonable discretion, negatively impact Hippo Ad’s reputation or cause controversy.

**3. Use of Hippo Ad Equipment**.

(a) Hippo Ad shall own all right, title and interest in and to the Hippo Ad Devices. Client shall not and shall not permit others to use, modify, resell, rent, lease, reverse engineer, decompile, tamper, prepare derivative works from or otherwise utilize the Hippo Ad Devices.

(b) During the Term, Client shall not remove the Hippo Ad Devices from the Screen Location or in any way disable the Hippo Ad Devices without Hippo Ad’s express prior written consent. The Client may not use any Hippo Ad Devices other than in connection with Hippo Ad provided or approved screen displays. Client may not change the Screen Location(s) without Hippo Ad’s prior written consent. Misuse, removal or relocation without Hippo Ad’s prior written consent will be considered a material breach of this Agreement.

**4. Warranty, Maintenance and Repair**. Hippo Ad warrants to Client that the Hippo Ad Devices will substantially conform with Hippo Ad’s published specifications during the Term of this Agreement. As Client’s sole and exclusive remedy for any breach of the foregoing warranty, Hippo Ad will repair or replace, at its election, Hippo Ad Devices discovered to be defective. This warranty does not cover repair or replacement of any Hippo Ad Devices that malfunction because of or are otherwise damaged as a result of (a) any alteration or improper storage, use or maintenance of any part of the Hippo Ad Device by anyone other than Hippo Ad or its service or supply contractors; (b) any external force or unusual stress such as building structural deficiency, power surge, fluctuation or failure, or climate control failure; (c) any damage caused by anyone other than Hippo Ad or its personnel or (d) actions beyond Hippo Ad’s reasonable control. Client shall reimburse Hippo Ad any cost to repair or replace any Hippo Ad Devices where the damage was not caused by Hippo Ad or its personnel. EXCEPT FOR THE LIMITED WARRANTY STATED ABOVE, THE HIPPO AD DEVICES AND ALL CONTENT ARE PROVIDED “AS IS” WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND HIPPO AD, ON BEHALF OF ITSELF AND ITS SUPPLIERS SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**5. Limitation of Liability.** Neither Party will be liable to the other for loss of profits or for any special, indirect, incidental, consequential or exemplary damages (including without limitation, damages for loss of business profits, loss of goodwill, business interruption, loss of business information and/or data) in connection with this Agreement, or the performance of any obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages. In any event, the total cumulative liability of Hippo Ad to Client for any and all claims and damages under this Agreement, whether arising by statute, contract or otherwise, will not exceed the amounts paid by Client to Hippo Ad hereunder. The provisions of this Agreement allocate risks between the Parties. The pricing set forth herein reflects this allocation of risk and the limitation of liability specified herein.

**6. Term/Termination.** Unless earlier terminated as set forth herein, the Term of this Agreement shall commence on the Effective Date and shall continue for the Service Term – as described in the Key Business Terms section of this Agreement. Notwithstanding the foregoing, either Party may terminate this Agreement immediately in the event of a material breach of this Agreement by the other Party that is not cured within thirty (30) days of written notice from the other Party. Upon termination of this Agreement for any reason, all Hippo Ad Devices must be returned by Client, at Client’s sole cost and expense (except as set forth in the Key Business Terms section of this Agreement), within thirty (30) days to Hippo Ad at its address in the Key Business Terms section of this Agreement unless Hippo Ad otherwise requests Client to retain the Hippo Ad Devices in which case Client shall be entitled to retain or dispose of the Hippo Ad Devices. All rights and obligations of the Parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement.

**7. Taxes and Fees.** Client agrees to pay Captivate the fees specified in the Key Business Terms section of this Agreement. Client agrees to pay a late charge of one and one-half percent (1.5%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts, not subject to a good faith dispute, and not paid when due. Client shall be responsible for the payment of all sales, use and similar taxes arising hereunder, except for taxes related to the net income of Captivate.

**8. General Provisions.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the state where the Building is located (without giving effect to the conflicts of laws principles thereof) applicable to agreements executed, delivered and performed within such state. Hippo Ad and Client hereby consent to the jurisdiction and venue of any state or federal court located within the state in which the Building is located. Hippo Ad and Client hereby waive trial by jury and waive any objection to venue of any action instituted hereunder in accordance with the provisions hereof. Any notice provided for in this Agreement must be in writing and delivered by either (i) postage prepaid and certified U.S. mail with return receipt requested, (ii) reputable commercial overnight delivery billed to sender, in each case addressed to the Party to be notified at the address set forth on the first page of this Agreement or such other address notice of which has been given to the other Party in accordance with the above. All notices, requests, demands or other communications required or permitted under this Agreement shall be effective on the date the notice is either actually received or refused by the addressee. Neither Party may assign this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void provided, however, either Party may assign this Agreement as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. If one or more provisions of this Agreement are found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected in any way thereby. A waiver of a Party’s breach of any provision of this Agreement will not operate as or be deemed to be a waiver of that Party’s prior, concurrent or subsequent breach of that or any other provision of this Agreement. This Agreement may be amended or modified only with the written mutual consent of both Parties. This Agreement is the final, complete and exclusive agreement between the Parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. The Parties are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature. Except for payment obligations, neither Party shall be liable for damages for any delay arising out of causes beyond their reasonable control, including without limitation acts of God, labor disputes, riots, wars, component shortages.

**9. Transit Content.** Client hereby agrees as follows: (i) the Transit Content is provided by one of Captivate’s third party providers and licensors, and is licensed to Client on a non-exclusive basis solely for use in connection with the Captivate Media Service; (ii) any Transit Content is provided as a non-exclusive and non-transferable license and may only be used by Client solely on the Captivate Equipment or Captivate Devices, and may not be copied or otherwise used by Client separate from such screen displays; (iii) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TRANSIT CONTENT MADE AVAILABLE UNDER THIS AGREEMENT IS PROVIDED “AS IS,” AND CAPTIVATE DISCLAIMS FOR ITSELF AND ITS LICENSORS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER CAPTIVATE NOR ANY OF ITS LICENSORS WARRANT THAT THE TRANSIT CONTENT AND DATA PROVIDED HEREUNDER WILL MEET THE CLIENT’S REQUIREMENTS OR OPERATE UNINTERRUPTED OR ERROR-FREE. THE TRANSIT CONTENT MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. NEITHER CAPTIVATE NOR ANY OF ITS LICENSORS IS RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. NEITHER CAPTIVATE, NOR ITS THIRD-PARTY DATA PROVIDERS, SHALL HAVE ANY LIABILITY FOR THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE TRANSIT CONTENT OR FOR ANY DECISION MADE OR ACTION TAKEN BY CLIENT OR ITS AUTHORIZED USERS IN RELIANCE UPON ANY SUCH TRANSIT CONTENT. CAPTIVATE’S THIRD PARTY PROVIDER OF THE TRANSIT CONTENT SHALL BE DEEMED A THIRD PARTY BENEFICIARY OF THIS AGREEMENT ENTITLED TO ENFORCE IT AGAINST CLIENT, AS IT PERTAINS TO THE TRANSIT CONTENT.