License Agreement

This agreement is with 12noon, an entity, with its principal office in Arlington Heights, Illinois (herein called "Licensor") and the purchaser of this license (herein called "Licensee").

The purpose of this Agreement is to provide the Licensee with a license to use Display Changer (previously named Resolution Changer) (herein called “the Software”), a software product developed by the Licensor, for installation in a commercial or business environment. The license granted extends worldwide.

Therefore, the parties have agreed as follows:

Software License

The licensor grants to the Licensee a non-exclusive software license, subject to the terms of this Agreement, to use the Software on any computers owned by the licensee and in, for, or in connection with, any software produced by it and used internally or sold to any of its customers.

The Licensee will maintain adequate security measures to safeguard the software from access or use by any unauthorized person. The Licensee will not decompile, disassemble, or reverse engineer the software or permit others to do so.

Ownership

The Licensee acknowledges that the Licensor owns all rights, title, and interest in the licensed software and will promptly report any infringement of those rights or materials to the Licensor.

Payment

The Software is free for educational or non-profit personal use. (U.S. 501(c) organizations are one example.)

If the Software is to be used in a commercial environment (e.g., to manage your organization’s computers or to include with a product you use internally), you must purchase a commercial license based on your current corporate headcount. A commercial license entitles a company to unlimited use of the Software within the company.

The Licensee will pay the amount indicated in the following table for a license to use the Software pursuant to the terms of this license.

<table>
<thead>
<tr>
<th>License Type</th>
<th>Price</th>
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<tbody>
<tr>
<td>Individual License</td>
<td>US$99</td>
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<tr>
<td>Bronze Corporate License (1-100 company headcount)</td>
<td>US$499</td>
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<td>Silver Corporate License (101-1,000 company headcount)</td>
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<tr>
<td>Gold Corporate License (1,001-10,000 company headcount)</td>
<td>US$4,999</td>
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<tr>
<td>Platinum Corporate License (over 10,000 company headcount)</td>
<td>US$9,999</td>
</tr>
</tbody>
</table>
Confidentiality
The Licensee will take reasonable measures to keep all confidential information licensed under this agreement confidential.

Term
The licenses provided under this Agreement are effective until terminated. The Licensee shall exercise its rights for the license provided under this Agreement within 12 months from the date of execution of this Agreement, failing which the licenses shall automatically stand terminated.

Assignment and Sublicense
Without prior written permission from the Licensor, the Licensee shall not assign the licenses under the Agreement and, except as expressly allowed by this Agreement, shall not grant any sublicenses of the rights licensed under this Agreement.

Indemnification
The Licensee will indemnify, defend and hold the Licensor harmless against claims or suits arising from use of licensed software asserted by or on behalf of any of the Licensee’s customers or other parties to whom the Licensee or the Licensee’s employees or agents provided such works based in whole or in part on acts or omissions of the Licensee’s employees or agents including non-compliance with the specifications and technical information provided by the Licensor, and/or any action or failure to act by the Licensee’s employees or agents; as well as claims for negligence, breach of contract, or similar claims or suits relating to products or services sold by the Licensee or the Licensee’s employees or agents. The Licensee’s obligations under this paragraph include the payment of any defense costs and attorney’s fees incurred by Licensor.

Taxes
Applicable taxes on all payments relating to, or arising out of, this Agreement shall be borne by the Licensor.

Choice of Law
This agreement will be governed by the applicable laws of the State of Illinois and of the United States of America. In the event of a dispute concerning the parties’ rights and obligations under this Agreement, each of the parties agree to submit to the exclusive jurisdiction of the courts of the State of Illinois.

Severability
If any part of this Agreement is found to be void or unenforceable by a court with competent jurisdiction, it will not affect the validity of the remaining terms of this Agreement, which shall remain valid and enforceable according to the remaining terms and conditions.