

broker organization under terms that require us to pay a referral fee to the broker organization if the transferee signs a Franchise Agreement with us, you agree that you will pay us the total broker referral fee we are required to pay before the franchise is transferred;

(f) you and all personal guarantors execute a general release in our favor;

(g) you and all personal guarantors agree to comply with the covenant not to compete set forth in Subparagraph 10.C of this Agreement; and

(h) in the case of an installment sale, if you or any principal owner proposes to retain a security interest or other financial interest in the Franchise Agreement or your Business operated thereunder (with our consent), you or such principal owner agrees to guarantee the performance of the Franchise Agreement until the final close of the installment sale or the termination of such interest, as the case may be.

2. Notwithstanding the conditions stated in subparagraph 14.C.1 above, if you are an individual franchisee, you may assign the franchise to a corporation or other similar entity in which you own all of the issued and outstanding capital stock provided that:

(a) the principal owner or a manager approved by us actively manages your Business and continues to devote the individual's best efforts and full and exclusive time to the day to day operation and development of your Business;

(b) the corporation or other similar entity is newly organized and its activities are confined exclusively to acting as the franchisee under this Agreement;

(c) the corporation or other similar entity executes a document in a form approved by us in which it agrees to become a party to and be bound by all the provisions of this Agreement;

(d) the principal owner remains personally liable in all respects under this Agreement and executes on a form approved by us a personal guarantee and agreement not to sell, assign, pledge, mortgage or otherwise transfer or encumber the stock; and

(e) all stock certificates representing shares in the corporation bear a legend that they are subject to the terms of this Agreement.

3. We may require you to prepare and furnish to assignee and/or to us such financial reports and other data relating to your Business and its operations as we, in our sole judgment, may deem necessary or appropriate for assignee and/or us to evaluate your Business and the proposed transfer. You agree that we have the right to confer with proposed assignees and furnish them with information concerning your Business and proposed transfer without being held liable to you, except for intentional misstatements made to the assignee. Any such information we furnish to proposed assignees is for the sole purpose of permitting the assignees to evaluate your Business and proposed transfer and must not be construed in any manner or form whatsoever as an earnings claim or claims of success or failure.

D. Death, Disability or Incapacity. If any individual franchisee dies or becomes disabled or incapacitated and the decedent's or disabled or incapacitated person's heir or successor-in-interest wishes to continue as a franchisee hereunder, the person or entity must apply for our consent, successfully complete our training program and pay the applicable transfer fee, all in accordance with this Paragraph 14 as in any other case of a proposed transfer. If the assignee of the decedent or disabled or incapacitated person is the spouse or child of such person, no transfer fee will be payable to us.

E. Right of First Refusal. If you propose to transfer or assign this Agreement or your interest herein or in your Business, in whole or in part, to any third party, you first must offer to sell to us your interest as provided herein. In the event of a bona fide offer from such third party, you must obtain from the third-party offeror and deliver to us a statement in writing, signed by the offeror and by you, of the terms of the offer. In the event of (i) a transfer or assignment of stock or similar ownership interests in you or (ii) your or a personal guarantor's insolvency or the filing of any petition by or against you or a personal guarantor under any provisions of any bankruptcy or insolvency law, our offer will be to purchase your interest in this Agreement and your Business. An amount and terms of purchase must be established by a qualified appraiser selected by you and us. If the parties cannot agree upon the selection of an appraiser, one will be appointed by the American Arbitration Association upon petition of either you or us to appoint an

appraiser to establish such price in accordance with the rules and procedures of the Association. You or your legal representative must deliver to us a statement in writing incorporating the appraiser's report.

We will have 30 days from our receipt of the statement setting forth the third-party offer or the appraiser's report to accept the offer by delivering written notice of acceptance to you. The acceptance will be on the same price and terms set forth in the statement delivered to us; provided, however, we will have the right to substitute equivalent cash for any noncash consideration included in the offer. If we fail to accept the offer within the 30 day period, you will be free for 6 months from the date the offer was submitted to us to effect the disposition described in the statement delivered to us; provided the transfer is not at a lower price or with more favorable terms than have been offered to us and is otherwise in accordance with this Paragraph 14. If the disposition is not closed within the six-month period with the proposed assignee, then you must reoffer to sell to us prior to the sale to a third party. You may effect no other sale or assignment of you, this Agreement or your Business without first offering the same to us in accordance with this Subparagraph 14.E.

ASSIGNMENT BY FRANCHISOR

15. We reserve the right to sell or assign, in whole or in part, our interest in this Agreement. Any such sale or assignment will inure to the benefit of any assignee or other legal successor.

GENERAL PROVISIONS

16. The parties hereby agree to the following provisions:

A. Severability. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement will be deemed to be valid and in full force and effect and the terms of this Agreement will be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written. Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding hereunder will, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

B. Waiver/Integration. Except as set forth in Subparagraph 13.C, no waiver by either party of any breach by the other party, nor any delay or failure by either party to enforce any provision of this Agreement, will be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce the

non-breaching party's rights with respect to that or any other or subsequent breach. Subject to our rights to modify Appendices and/or System standards and requirements and as otherwise provided herein, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us. This Agreement together with any addenda and appendices hereto constitute the sole agreement between you and us with respect to the entire subject matter of this Agreement and embody all prior agreements and negotiations with respect to your Business authorized hereunder. You acknowledge and agree that you have not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of your Business. There are no representations or warranties of any kind, express or implied, except as contained herein.

C. Notices. Except as otherwise provided in this Agreement, any notice, demand or communication provided for herein must be signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid, and if such notice is a notice of default or of termination, by registered or certified mail, and forwarded to the address specified on page 1 of this Agreement or to such other address as may have been designated by notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this Subparagraph.

D. Authority. Any modification, consent, approval, authorization or waiver granted hereunder required to be effective by signature will be valid only if in writing executed by you or, if on behalf of us, in writing executed by our President. You must neither create nor purport to create any obligation on behalf of us, nor agree to any other term, condition, or covenant that is inconsistent with any provision of this Agreement.

E. References. If a franchisee consists of two or more individuals, such individuals will be jointly and severally liable, and references to the franchisee in this Agreement include all such individuals. Headings and captions contained herein are for convenience of reference and must not be taken into account in construing or interpreting this Agreement.

F. Guarantee. All principal owners of a franchisee that is a corporation, partnership or other entity must execute the form of undertaking and guarantee at the end of this Agreement. Each such person is considered a personal guarantor of the franchisee's obligations as noted in the undertaking and guarantee. Any person or entity that at any time after the date of this Agreement becomes a principal owner of the franchisee must, as a condition of becoming a principal owner, execute the form of undertaking and guarantee at the end of this Agreement.

G. Relationship of Parties. You are and will be considered an independent contractor with control and direction of your Business and operations, subject to the conditions and obligations established by this Agreement. No

agency, employment, or fiduciary relationship is created by this Agreement. Your Business is separate and apart from any that we may operate. Neither party to this Agreement may make any representations tending to create apparent agency, employment, or partnership.

H. Successors/Assigns. Subject to the terms of Paragraphs 14 and 15, this Agreement is binding upon and inures to the benefit of the administrators, executors, heirs, successors and assigns of the parties.

I. Interpretation of Rights and Obligations. The following provisions will apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

1. Applicable Law. Except to the extent governed by the United States Trademark Act of 1946, as amended (Lanham Act, 15 U.S.C. Section 1051 et seq.), this Agreement is governed by and interpreted in accordance with the laws of the state in which your Designated Territory is located. You expressly waive any rights or protections you have or may have under any statute or law of any other state to the fullest extent permitted by law. This Agreement may be deemed to be amended from time to time as may be necessary to bring any of its provisions into conformity with valid applicable laws or regulations. Subject to Subparagraph 13.A, any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties must be brought in the Federal District Court for the District of Minnesota or in Hennepin County District Court, Fourth Judicial District, Minneapolis, Minnesota. Both parties hereto irrevocably admit themselves to, and consent to, the exclusive jurisdiction of said courts. The provisions of this Subparagraph will survive the termination of this Agreement. You are aware of the business purposes and needs underlying the language of this Subparagraph, and with a complete understanding thereof, agree to be bound in the manner set forth.

2. Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement.

3. Our Reasonable Business Judgment. Whenever we reserve or are deemed to have reserved discretion in a particular Designated Territory or where we agree or are deemed to be required to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise Reasonable Business Judgment in making our decision or exercising our rights. A decision or action by us will be

deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes a financial or other individual interest of us. Examples of items that will promote or benefit the System include enhancing the value of the Trademarks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System.

J. Attorneys' Fees. The prevailing party in any legal proceeding before a court, arbitrators or other tribunal to enforce the terms and provisions of this Agreement will be entitled to recover its reasonable attorneys' fees and costs. This Subparagraph 16.J will survive termination or expiration of this Agreement under any circumstances.

K. JURY WAIVER. THE PARTIES (AND THEIR RESPECTIVE OWNERS AND PERSONAL GUARANTORS, IF APPLICABLE) HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH THE ENFORCEMENT OR INTERPRETATION BY JUDICIAL PROCESS OF ANY PROVISION OF THIS AGREEMENT, AND IN CONNECTION WITH ALLEGATIONS OF STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION OR SIMILAR CAUSES OF ACTION OR ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES FOR BREACH OF THIS AGREEMENT.

L. WAIVER OF PUNITIVE DAMAGES. THE PARTIES (AND THEIR RESPECTIVE OWNERS AND PERSONAL GUARANTORS, IF APPLICABLE) HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH WILL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED BY IT.

M. Acts Beyond Control of Parties. In the event of any failure of performance of this Agreement according to its terms by any party the same will not be deemed a breach of this Agreement if it arose from a cause beyond the control of and without the negligence of the party. Such causes include strikes, wars, riots, and acts of government except as may be specifically provided for elsewhere in this Agreement.

N. Notice of Potential Franchisor Profit. We hereby advise you that we and/or our affiliates may from time to time make available to you goods, products and/or services for use in your Business on the sale of which we and/or our

affiliates may make a profit. We further advise you that we and/or our affiliates may from time to time receive consideration from suppliers and/or vendors in respect to sales of goods, products or services to you or in consideration of services rendered or rights licensed to such persons. You agree that we and/or our affiliates are entitled to said profits and/or consideration.

O. Effective Date. We will designate the "Effective Date" of this Agreement in the space provided on the cover page. If no Effective Date is designated on the cover page, the Effective Date is the date when we sign this Agreement.

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement on the date first noted above.

FRANCHISOR:

FRANCHISEE:

ALLOVER MEDIA
FRANCHISING, INC.

By _____
Its _____
Date _____

By _____
Its _____
Date _____

PERSONAL GUARANTEE AND AGREEMENT TO BE BOUND
PERSONALLY BY THE TERMS AND CONDITIONS
OF THE FRANCHISE AGREEMENT

In consideration of the execution of this Franchise Agreement by us, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in this Franchise Agreement, to be paid, kept and performed by the franchisee, including without limitation the arbitration and other dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in this Franchise Agreement and agree that this personal Guarantee should be construed as though the undersigned and each of them executed a Franchise Agreement containing the identical terms and conditions of this Franchise Agreement.

The undersigned waives: (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (3) any right he/she may have to require that an action be brought against the franchisee or any other person as a condition of liability.

In addition, the undersigned consents and agrees that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the franchisee or any other person; and (2) such liability will not be diminished, relieved or otherwise affected by the franchisee's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Agreement, or the amendment or extension of the Agreement with or without notice to the undersigned.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee will inure to the benefit of the successors and assigns of us.

PERSONAL GUARANTORS

Individually

Individually

Address

Address

City State Zip Code

City State Zip Code

Telephone

Telephone

Appendix A to the Franchise Agreement

Trademarks and Product Offerings

You have the right to use the following Trademarks in accordance with the attached Franchise Agreement:

Principal Register of the United States Patent and Trademark Office:

Trademark: ALLOVER MEDIA
Serial No.: 78/468,105
Filing Date: August 16, 2004

Trademark: ALLOVER MEDIA and Design
Serial No.: 78/468,120
Filing Date: August 16, 2004

Trademark: ALLOVER
Reg. No.: 2,887,608
Reg. Date: September 21, 2004

Trademark: ALLOVER MEDIA and Design
Serial No.: 78/709,054
Filing Date: September 8, 2005

The above Trademarks must be used only in the manner that we specify. No deviations will be permitted.

You have the right to offer the following products in accordance with the terms and conditions set forth in the attached Franchise Agreement and our Manuals:

We may amend this Appendix from time to time in order to make available additional Trademarks or product offerings or to delete those Trademarks or product offerings that become unavailable. You agree to use only those Trademarks and offer those products that are then currently authorized for use in your Business.

FRANCHISOR:

FRANCHISEE:

ALLOVER MEDIA
FRANCHISING, INC.

By _____

By _____

Its _____

Its _____

Date _____

Date _____

Appendix B to the Franchise Agreement

The Designated Territory

As stated in Subparagraph 2.A of the Franchise Agreement, subject to the terms and conditions of the Franchise Agreement, the Designated Territory in which you will conduct your Business shall be defined as follows: _____

The Designated Territory shall be considered fixed as of the date of the Franchise Agreement.

Population of your Designated Territory (current as of the effective date of the Franchise Agreement): _____

Minimum Local Billing And Venue Requirements

(Insert Development table)

Your rights under the Franchise Agreement are conditioned upon your active and continuous development of your Business in your Designated Territory, as further set forth in Subparagraph 2.C. of the Franchise Agreement. The table above sets forth the requirements for years 1-5 of the Franchise Agreement. At the end of year 5, we reserve the right to determine the Minimum Local Billing and Venue Requirements for years 6-10 of the Franchise Agreement. We will base our decision on your input and the demographic and economic factors of the Designated Territory and the advertising industry. We will notify you in writing of the Minimum Local Billing and Venue Requirements for years 6-10. Notwithstanding the above, if we fail to notify you regarding your Minimum Local Billing and Venue Requirements for any of years 6-10, then you must meet the minimum requirements we establish for the prior year. For example, if we do not notify you of your year 6 requirement prior to the end of year 5, then your year 6 requirement will be the same as year 5. We then will have the right to determine the Minimum Local Billing and Venue requirements for years 7-10 at the end of year 6.

You acknowledge and agree that your failure to meet the Minimum Local Billing and Venue Requirements is subject to the shortfall continuing license fee provision of Subparagraph 8.B and the default and termination provisions of Paragraph 11.

FRANCHISOR:

FRANCHISEE:

ALLOVER MEDIA
FRANCHISING, INC.

By _____
Its _____
Date _____

By _____
Its _____
Date _____

Appendix C to the Franchise Agreement

Revenue Sharing

This Appendix details the obligations and the payments terms associated with Cross Sales and National Account Sales. We may amend this Appendix C from time to time upon 60 days' notice. The revised Appendix C may contain different obligations and payment terms, although during the initial term of the Franchise Agreement there will be no change to the 6% continuing license fee set forth in Subparagraph 8.B.

A. Cross-Sale.

Originating franchisee retains 24% of the ASR sale and all production charges collected from the advertiser.

Originating franchisee pays 70% of the ASR sale to local franchisee(s).

Originating franchisee pays to us the 6% continuing license fee due on the ASR sale.

B. National Account Sale placed by us into your Designated Territory.

We pay 70% of the ASR sale to you. If you fail to properly secure the necessary venues as described in the Franchise Agreement, we reserve the right to reduce the 70% payment to you by any and all expenses incurred by us to complete the National Account Sale.

We retain 30% of the ASR sale and all production charges collected from the advertiser.

You do not pay a 6% continuing license fee on this type of National Account Sale.

C. National Account Sale placed by you into a territory we operate as a corporate location.

We currently operate the following territories as corporate locations:

Minneapolis, Minnesota

You retain 24% of the ASR sale and all production charges collected from the advertiser.

You pay 70% of the ASR sale to us.

You pay to us the 6% continuing license fee on the entire sale.

D. National Account Sale placed by you into a territory we operate as an undeveloped territory.

If the territory is an undeveloped location, we reserve the right to negotiate the compensation structure with you prior to the sale.

E. National Account Sale placed by you into another franchisee's designated territory, which is outside your MSA.

You retain 24% of the ASR sale and all production charges collected from the advertiser.

You pay 70% of the ASR sale to local franchisee(s).

You pay to us the 6% continuing license fee due on the entire sale.

If the National Account Sale placed by you into another franchisee's designated territory originates and is placed into your Designated Territory, then you retain 94% of the sale for advertisements posted within your Designated Territory, as if it were a local sale.

F. National Account Sale that you request and we do not approve and decide to service the National Account Sale.

Refer to the National Account Sale placed by us into your territory policy (as mentioned above in Section B, regarding our 70/30 split with you).

In addition to your 70% split, you will receive a 5% finders fee for the advertisements we post outside your Designated Territory; and

If the National Account Sale originates and is placed into your Designated Territory, then 94% of the sale for the advertisements posted within your Designated Territory will be the agreed upon compensation, as if it were a local sale. You are responsible for securing lease sites, rent payments, purchasing all hardware, i.e. frame or LCD boards, printing charges, shipping, digital proof of performance, and general maintenance of the campaign in your Designated Territory.

In order to receive compensation as defined in this Section E, the National Account Sale must be approved and executed by the advertiser within 90 days of notification from you.

G. Other Remaining Arrangements.

We will establish the payment terms on any other remaining arrangement and provide you written notice of the terms prior to the sale.

H. Guidelines for all transactions.

If an advertising agency is involved in the transaction, then these percentages in this Appendix C are based from the net sales amount received after the advertising agency has been paid. (Typically an agency fee is 15% of the ASR.)

If you have any outstanding balance with us, then we reserve the right to retain 100% of pay you ~~\$.50 on~~ every \$1.00 on the 70% received for the National Account Sale placement. The

\$50 amount retained by us will be applied to any outstanding balance owed by you. This application of amounts owed to you only applies to a National Account Sale placed by us into your territory, a National Account Sale placed by you into our territory ~~and a National Account Sale placed by you or~~ into another franchisee's designated territory, and a National Account Sale placed by another franchisee into your territory.

We reserve the right to deem whether or not a production charge is excessive for all transactions and can modify the production charge, if necessary. For instance, we may place a portion of the production charge back into the overall ASR.

Appendix D to the Franchise Agreement

Draft Authorization

Franchisee: _____

Date: _____

Attention: Bookkeeping Department

The undersigned hereby authorizes AllOver Media Franchising, Inc., or any affiliated entity of the above, to initiate ACH debit entries against the account of the undersigned with you in payment of amounts which become payable for goods and services by the undersigned to any of the above.

Subject to the provisions of this letter of authorization, you are hereby directed to honor any such ACH debit entry initiated by any or all of the corporations referred to above.

This authorization shall be binding and remain in full force and effect until 90 days prior written notice has been given to you by the undersigned. The undersigned is responsible for, and must pay on demand, all costs or charges relating to the handling of ACH debit entries pursuant to this letter of authorization.

Please honor ACH debit entries initiated in accordance with the terms of this letter of authorization, subject to there being sufficient funds in the undersigned's account to cover such ACH debit entries.

*** We also need a VOIDED Check ***

Sincerely yours,

Bank Name

Account Name

Branch

Street Address

Street Address

City State Zip Code

City State Zip Code

Telephone Number

Bank Telephone Number

By _____

Bank's Account Number

Its _____

Customer's Account Number

Date _____

Appendix E to the Franchise Agreement

Software License Agreement

**ALLOVER MEDIA FRANCHISING, INC.
SOFTWARE LICENSE AGREEMENT**

This SOFTWARE LICENSE AGREEMENT (this "Agreement") is entered into effective as of the ____ day of _____, 20__ (the "Effective Date"), by and between AllOver Media Franchising, Inc. (the "Franchisor" or "we"), a Minnesota corporation, and _____ a(n) _____ (the "Franchisee" or "you").

RECITALS

You and we are parties to a Franchise Agreement entered into on or before the date of this Agreement (the "Franchise Agreement") pursuant to which you operate or will operate a your Business.

We have developed computer software which operates a business management system used in connection with the operation of your Business, and which is provided to you in object code only and includes all documentation, user manuals, and other related materials, whether in machine-readable or printed form, as well as all error corrections enhancements, modifications and updates (the "Software").

You desire to obtain a license to use the Software in connection with the operation of your Business.

1. DEFINITIONS

Terms not otherwise defined in this Agreement shall have the meaning given to them in the Franchise Agreement.

2. GRANT OF LICENSE

We hereby grant to you a non-exclusive and non-transferable license to use one copy of the Software at each Business Location, subject to the terms and conditions of this Agreement. You are strictly prohibited from using the Software (a) at any location other than the Business location, (b) for any purpose other than supporting the operation of your Business, or (c) after the expiration or termination of this Agreement.

3. HARDWARE AND THIRD-PARTY SOFTWARE

Prior to or concurrently with delivery of the Software, you will acquire, at your sole expense, the compatible computer hardware and peripheral equipment, operating system software, database

software, and other computer hardware and software required by us to support the operation of the Software. You are also responsible to acquire and maintain, at your sole expense, all other hardware or third-party software required by us during the term of this Agreement for the support of the Software or the operation of your Business. You acknowledge that future upgrades in hardware and third-party software may be required to operate the Software which may result in additional costs or fees payable by you.

4. SOFTWARE SUPPORT FEE

In consideration of the maintenance and support of the Software, you will pay us a maintenance fee as defined in your Franchise Agreement (the "Software Support Fee"), payable on the 15th day of each month for the preceding calendar month commencing on the 15th day of the month following delivery of the Software to you. If the first and last Software Support Fee payments do not commence on the first day of the month, then the amount payable for those months will be prorated based on 30 days. Interest at the rate of 1 ½% per month (18% simple interest per annum), or the maximum rate permitted by applicable law, whichever is less, shall be charged on any unpaid and past due Software Support Fees for each calendar month or fraction thereof that any Software Support Fees are in arrears. You will be responsible for payment of applicable sales, use, excise, and other taxes on the Software, except for taxes based on our net income. We may increase the Software Support Fee at any time upon 60 days prior written notice.

5. MAINTENANCE AND SUPPORT SERVICES

We will provide maintenance and support services for the Software in accordance with our Support Policy as the same may exist from time to time. We reserve the right to change the Support Policy at any time, in our sole discretion. You will be provided with written notice of any material change in the Support Policy prior to any such change taking effect.

6. REPRODUCTION AND MODIFICATION OF SOFTWARE

You may reproduce the Software for use at the Business Location only as necessary for back-up, archival, maintenance or disaster relief purposes in connection with the operation of your Business. You will not have more than three back-up copies of the Software in your possession at any one time. All copies of the Software, or any portions thereof, will contain all of our restrictive and proprietary notices as they appear on the copy of the Software provided by us. You may not duplicate, in whole or in part, any manuals or other documentation relating to the Software without our prior written consent, nor modify, change or add to the Software except with our prior written consent.

7. OWNERSHIP

We retain all title and ownership to the Software, including all patents, copyrights, trade secrets and other intellectual property rights in the Software.

8. CONFIDENTIAL INFORMATION.

You agree that the Software is confidential and proprietary information to us and that its unauthorized disclosure will cause us irreparable harm. You agree not to disclose the Software or make the Software available to anyone other than your employees or contractors without prior written consent. You will exercise reasonable care to protect the Software from unauthorized disclosure, and will take reasonable steps to ensure that your employees and contractors do not disclose it in violation of this Agreement. You will be liable to us for damages if you are negligent in failing to protect the Software in accordance with this Agreement. YOU HAVE NO RIGHT TO AND WILL NOT DISASSEMBLE, DECOMPILE, OR REVERSE ENGINEER THE SOFTWARE UNDER ANY CIRCUMSTANCES.

9. ACCESS TO SOFTWARE AND INFORMATION.

We will at all times have the right to access the Software by modem, print-out of data or other means, for purposes of obtaining financial, sales, customer, listing, business, supplier and all other data and information contained, resident or otherwise available in your computer system, for purposes of verifying your compliance with the terms of this Agreement and/or the Franchise Agreement, and for such other purposes as we may determine in our sole discretion. We have the right to retain and use any information obtained by accessing the Software for any purposes deemed appropriate by us in our sole discretion.

10. LIMITED WARRANTY.

We warrant that the media on which the Software is supplied to you will be free from defects in material or workmanship for 90 days from delivery. Our sole obligation to you and your exclusive remedy in the event of a default will be to replace the defective copy of the Software provided to you. WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, GUARANTEES OR REMEDIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PERFORMANCE. We do not warrant that the Software will meet your requirements, operate without interruption, or be error free.

11. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR DAMAGES FOR LOSS OF DATA, REPROCUREMENT COSTS, LOST REVENUE OR PROFITS, INTERRUPTION OF YOUR BUSINESS OPERATIONS, OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF THEY WERE FORESEEABLE OR IF YOU INFORMED US OF SUCH POTENTIAL DAMAGES. Our total liability to you for damages under this Agreement will in no event exceed the total of the Software Support Fees paid by you for the three (3) month period preceding the event giving rise to the liability.

12. INDEMNIFICATION.

We will defend you against any claims or actions alleging that the Software infringes on any United States patent or copyright, provided that you give us prompt written notice of any claim and cooperate fully with us in such defense. We will have the sole authority to control the case and any related settlement negotiations, and will pay all costs, damages and attorney's fees awarded by any Court of competent jurisdiction as a result of such claim. If, in our opinion, the Software or any component of the Software is likely to become the subject of a claim, we will have the right, at our sole option and expense, to either secure the right to continue using the Software, or replace or modify the Software so that it becomes non-infringing without materially affecting your ability to use it. If neither of these alternatives is available on terms which we deem to be reasonable, then you will return the Software to us upon our request, and we will have no further obligations to you with regard to the Software. We are not obligated to you under this section for any claim which arises as a result of or relates to (a) your modification of the Software; (b) our compliance with your specifications or instructions in connection with providing maintenance or support services; (c) the combination, interfacing or interconnection of the Software with any other product, device or system that we do not supply or designate; or (d) any claims of infringement relating to any computer software other than the Software, including any claims relating to any operating system used to support the operation of the Software.

13. ASSIGNMENT.

You may not sell, assign or transfer this Agreement or the Software unless (a) the assignment is made in connection with the sale, assignment or transfer of your Business pursuant to and in accordance with the terms and conditions of the Franchise Agreement, and (b) the assignment has been approved by us in writing. If we give you authorization to transfer this Agreement and the Software license granted hereunder, the assignee must agree to accept the terms and conditions of this Agreement or sign our then-current License Agreement, at our option, and you must destroy any copy of the Software that you do not transfer. We have the right to sell, assign, or transfer this Agreement and/or the rights to receive Software Support Fees under this Agreement to any related or affiliated company, to a successor in interest, and/or to any other transferee without your approval or consent. We will give you written notice of any sale, assignment or transfer of this Agreement or any rights under this Agreement within 60 days after the closing date of the transaction.

14. DEFAULT.

The following occurrences will constitute an "Event of Default" under this Agreement:

- (a) You fail to pay when due any Software Support Fee or other charge or fee payable to us pursuant to this Agreement;
- (b) You breach or are in default of any other provision of this Agreement and such breach or default is not corrected within 30 days after we give you written notice of the breach or default; or
- (c) You are in default of any of your obligations under the Franchise Agreement and fail to correct such default in accordance with the terms and conditions of the Franchise Agreement.

15. REMEDIES UPON DEFAULT.

Upon the occurrence of any Event of Default, we will have the right to exercise any or all of the following rights and remedies:

- (a) Terminate this Agreement;
- (b) Declare all amounts owed to us pursuant to this Agreement to be immediately due and payable;
- (c) Require that you cease use of the Software and immediately return the Software to us;
- (d) Cease performance of all of our obligations under this Agreement without liability to you; and/or
- (e) Use computer hardware and/or computer software to render the Software unusable to you.

16. TERMINATION.

In addition to any other termination rights of a party under any provision of this Agreement, this Agreement shall automatically terminate upon termination or expiration of the Franchise Agreement for any reason. Upon termination, you will immediately cease use of the Software and destroy or return to us all copies of the Software in your possession or control.

17. SOLE AGREEMENT; MODIFICATION.

This Agreement is the sole agreement between us relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Agreement may be amended only by a writing executed by the party against whom enforcement is sought.

18. GOVERNING LAW.

This Agreement will be interpreted in accordance with the substantive laws of the state in which your Business is located.

19. COSTS AND ATTORNEYS' FEES

You will indemnify us for all costs that we incur in any lawsuit or proceeding to enforce this Agreement including, without limitation, actual attorneys' fees, expert witness fees, investigation costs, court costs, litigation expenses, travel and living expenses, and all other costs incurred by us.

20. SEVERABILITY.

All provisions of this Agreement are severable and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions will be enforced to the extent valid and enforceable. If any applicable law or rule of any jurisdiction requires a greater prior notice of the termination of this Agreement than is required or the taking of some other action not required, or if under any applicable law or rule of any jurisdiction, any provision of this Agreement is invalid or unenforceable, the prior notice or other action required by such law or rule will be substituted for the notice requirements hereof, or such invalid or unenforceable provision will be modified to the extent required to be valid and enforceable. Such modifications to this Agreement will be effective only in such jurisdiction and will be enforced as originally made and entered into in all other jurisdictions.

21. WAIVER; CONSENT.

Either party may, by written instrument signed by both parties, waive any obligation of or restriction upon the other under this Agreement. Acceptance by us of any payment from you and the failure, refusal or neglect of us to exercise any right under this Agreement or to insist upon full compliance by you of your obligations will not constitute a waiver by us of any provision of this Agreement and will not be construed to prohibit us from enforcing any provision at a later time. Whenever this Agreement requires our prior written consent, such consent may be withheld by us for any reason whatever, in our sole discretion.

22. NO RIGHTS OF OFFSET.

You will not, on grounds of the alleged non-performance by us of any of our obligations or for any other reason, withhold payment of any Software Support Fees or payments due to us pursuant to this Agreement, the Franchise Agreement, or pursuant to any other contract, agreement or obligation between us. You will not have the right to "offset" any liquidated or unliquidated amounts, damages or other funds allegedly due to you by us against any payments due to us under this Agreement.

23. RIGHTS CUMULATIVE

Our rights under this Agreement are cumulative and no exercise or enforcement by us of any right or remedy will preclude the exercise or enforcement by us of any other right or remedy which we are entitled by law to enforce.

24. JURISDICTION; VENUE

All litigation, court hearings, arbitration or other proceedings initiated by either of us against the other will be initiated, venued and maintained in strict accordance with the corresponding applicable provisions of the Franchise Agreement (and any applicable State Addendum to the Franchise Agreement).

25. BINDING AGREEMENT

This Agreement is binding upon the parties hereto and our respective executors, administrators, heirs, assigns and successors in interest.

26. HEADINGS

The headings used in this Agreement are for convenience only and do not in any way define, limit or construe the contents hereof.

27. NOTICES

All notices required or permitted to be given under this Agreement will be given in accordance with and subject to the corresponding applicable terms and conditions of the Franchise Agreement.

28. COUNTERPARTS

This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

FRANCHISOR FRANCHISEE
ALLOVER MEDIA FRANCHISING, INC. FRANCHISEE

By _____ By _____

Its _____ Its _____

FRANCHISOR

ALLOVER MEDIA FRANCHISING, INC.

By _____
Its _____

2005 Franchise Agreement, as amended 7-05.doc