



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>

VIRTUAL CAMPUS TOUR GMU-1491-18

This Contract entered on this 2 day of October, 2018 by YouVisit LLC hereinafter called “Contractor” (located at 29 West 35th St. 12nd Floor, New York, NY 10001 and George Mason University hereinafter called “Mason,” “University”.

I. WITNESSETH that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:

II. SCOPE OF CONTRACT: The Contractor shall provide a virtual campus tour for the Office of Admissions of George Mason University as set forth in the Contract Documents.

III. PERIOD OF CONTRACT:

Initial Contract Period: October 1, 2018 through September 30, 2020.

Renewal Option 1: October 1, 2020 through September 30, 2022

Renewal Option 2: October 1, 2022 through September 30, 2023

IV. PRICE SCHEDULE: Annual subscription fee will be paid in monthly installments.

Annual subscription fee for initial contract period and renewal option 1: **\$12,274**

Virtual Tour Package (subscription) - includes:

Virtual Tour - Main Campus:

Walking Experience

Video Guide

Mobile Integration

Price	Discount	Actual
\$14,440	\$2,166	\$12,274
\$14,440	\$2,166	\$12,274
Discount of: 15%		USD
(4-Year Agreement)		

Annual subscription fee for renewal option 2: **\$14,440**

V. CONTRACT ADMINISTRATION: Suzy Wiedemann, Finance/Human Resources Manager, Admissions, shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrators shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VI. METHOD OF PAYMENT: Option #2- To be paid in 20 days. Contractor may opt to be paid through Mason’s ePayables credit card program. Contractor shall submit an invoice and will be paid via credit card on the 20th day from receipt of a valid invoice. Contractor will incur standard credit card interchange fees through their processor. All invoices should be sent to:

George Mason University
Accounts Payable Department
4400 University Drive, Mailstop 3C1
Fairfax, Va. 22030
Voice: 703.993.2580 | Fax: 703.993.2589

VII. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):

- A. This signed form (in case of conflict, the terms of this contract will prevail);
- B. YouVisit's Virtual Services Agreement, Contract No: YV753-B;
- C. RFP No. GMU-1491-18, in its entirety (incorporated herein by reference);
- D. Contractor's proposal dated May 8, 2018 (incorporated herein by reference);
- E. Negotiation Responses dated June 15, 2018, July 6, 2018, and August 6, 2018 (incorporated herein by reference).

VIII. GOVERNING RULES: This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§ [23-38.88](#) et seq.) of Title 23 of the Code of Virginia, and in particular § [23-38.90](#) of the Restructuring Act, referred to as the "*Governing Rules*" and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>

IX. CONTRACT PARTICIPATION: It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

X. STANDARD TERMS AND CONDITIONS:

- A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. **ANTI-DISCRIMINATION:** By entering into this Contract Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis

prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. CANCELLATION OF CONTRACT: See 15. Termination in Attachment B - YouVisit's Virtual Services Agreement, Contract No: YV753-B. 60 days written notice to the other party is required to cancel this Contract.
- I. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
 1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.

4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- J. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- K. COMPLIANCE WITH LAW: All goods and services provided to Mason shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
- L. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information which may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification number, non-directory information and any other information protected by state or federal privacy laws will be collected and held confidential, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia. The Contractor shall utilize, access, or store personally identifiable information as part of the performance of this Contract in a secure environment and immediately notify Mason of any breach or suspected breach in the security of such information. Contractor shall allow Mason to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. If Contractor provides goods and services that require the exchange of personal identifiable information the following Data Security Addendum shall apply and be incorporated into this Contract: <http://fiscal.gmu.edu/wp-content/uploads/2017/04/Data-Security-Addendum.pdf>
- M. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- N. DEBARMENT STATUS: As of the effective date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- O. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- P. FORCE MAJEURE: Mason will not be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond Mason's control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.
- Q. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- R. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason University the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- S. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments

which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.

- T. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. You agree to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason University.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason University shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

- U. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, Workers' Compensation, and Commercial Automobile Liability Insurance.

- V. **INTELLECTUAL PROPERTY:** Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

- W. **NON-DISCRIMINATION:** All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

- X. **PUBLICITY:** The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.

- Y. **REMEDIES:** If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.

- Z. **RENEWAL OF CONTRACT:** See 2. Term in Attachment B - YouVisit's Virtual Services Agreement, Contract No: YV753-B

- A. **SEVERABILITY:** Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.

- B. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- C. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason's review and approval.
- D. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

You Visit LLC

By:

Signature

Name:

Title

Date

George Mason University

By:

Signature

Name:

Title:

Date

Virtual Services Agreement

Contract No: YV753-B

Virtual Services Agreement ("Agreement") dated as of October 1, 2018 ("Effective Date") by and between YouVisit LLC ("YouVisit") and George Mason University ("Client").

WHEREAS, YouVisit provides Software-as-a-Service to assist institutions in marketing themselves, including making virtual tours and other information available through websites and Internet-connected devices;

WHEREAS, Client wishes to pay YouVisit to provide products and services (collectively, the "Virtual Services") as more fully described in a separate purchase order attached to this Agreement as Exhibit A and incorporated herein by reference ("Initial Purchase Order") and under the terms of this Agreement; and

WHEREAS, Client and YouVisit may enter into one or more subsequent purchase orders (each a "Subsequent Purchase Order," and together with the Initial Purchase Order, the "Purchase Orders"), from time to time, for additional Virtual Services.

NOW, THEREFORE, in consideration of the mutual obligations included in this Agreement, and for other good and valuable consideration, the parties agree as follows:

1. Virtual Services. In return for the fees as described in the Initial Purchase Order, and as described in any Subsequent Purchase Order, YouVisit agrees to provide Client with the Virtual Services, as elected by Client as described in the Purchase Orders in accordance with the terms and conditions set forth in this Agreement during the Term (as defined in Paragraph 2) of this Agreement.

2. Term. The term of this Agreement shall continue for four (4) years starting on 10/1/18. As the components of the Platform are interrelated, Client and YouVisit agree that upon the execution of each Subsequent Purchase Order, the current term for all Purchase Orders then outstanding shall be extended for a period ending on the later of (a) the expiration of the term specified in the most recent Purchase Order or (b) the expiration of the remaining term of prior Purchase Orders, providing all Purchase Orders with identical current terms. Client agrees that they will not terminate the agreement prior to 9/30/2020 (the "Restricted Period") and the price for the Restricted Period is non-refundable and auto-renews for an additional two (2) year term if written notice is not provided 60 days prior to 9/30/2020. In exchange for committing to this multi-year agreement, client will receive a 15% annual discount. The new annual renewal subscription fee will be \$12,274. The period from the Effective Date until the expiration or termination of the last outstanding Purchase Order is referred to herein as the "Term".

3. Payment and Taxes.

3.1 Payment. The fees under this Agreement shall be paid in accordance with the payment schedule described in the Purchase Orders. YouVisit will send Client an invoice for the fees described in the Purchase Orders. The fees shall be due and payable within thirty (30) days of the date of the receipt of the invoice. If Client fails to pay the amount of the invoice within such time, the Client will be deemed to be in breach of this Agreement. While any such breach remains uncured, YouVisit will have the option, in its sole discretion, to terminate this Agreement.

3.2 Taxes. Client represents and warrants that it is exempt from federal excise and all state and local taxes. Such taxes shall not be included in Agreement prices.

4. Additional Responsibilities of Client

4.1 Representatives. To the extent that Client selects a product or service that permits the posting or uploading of Client Materials (as defined in paragraph 6.1), Client shall designate a content administrator ("Client Administrator") and a number of other representatives of Client as permitted elsewhere herein or otherwise agreed upon by the parties in writing (hereinafter, these other representatives shall be referred to as the "Client Users") who shall participate in training for the upload of Client Materials onto the Client Specific Site. "Client Specific Site" shall collectively include any website, website page and/or other platform, including for an Internet-connected device, maintained by YouVisit as required to deliver the Virtual Services to Client. The Client Administrators and Client Users, shall have the responsibility for uploading and maintaining all Client Materials on the Client Specific Site. The Client Administrator and Client Users shall have the responsibility for keeping passwords and user names confidential and shall upload and maintain all such Client Materials in accordance with terms of this Agreement, including the "General Posting and Acceptable Use Terms" attached as Exhibit B to this Agreement for the Client Specific Site, as it may be in effect from time to time. In particular, Client shall be solely responsible for obtaining all necessary third party clearances, permissions or licenses necessary to use (i) any names and/or likenesses of students, faculty, staff, employees or organizations, and (ii) any other Intellectual Property Rights (as defined below) of a third party in and to the Client Materials. As between the parties, Client shall be solely responsible for all costs relating to the production and licensing of any Client Materials, shall ensure that all Client Materials comply with all applicable laws and regulations and shall be responsible for third parties obtaining unauthorized access as a result of any failure on the part of the Client Administrator or Client Users to protect the confidentiality of their user names and passwords. As used herein, "Intellectual Property Rights" include, but are not limited to, trademarks, service marks, trade names, and/or logos and copyrights, patents, patent applications, trade secrets, and other proprietary rights recognized in any country or jurisdiction in the world.

4.2 Restrictions on Client Content. Client agrees that it will not post or upload Client Materials that are or concern subject matter that (i) is obscene, defamatory or libelous, (ii) constitutes pirated, misappropriated or unauthorized use of material, (iii) infringes on the Intellectual Property Rights or other rights of any third parties, (iv) disparages YouVisit or its products or services, or (v) is otherwise unlawful.

4.3 Videos. To the extent that Client desires to have videos posted in connection with any tour, Client and YouVisit shall cooperate at such time in good faith regarding the mechanics for posting the videos.

5. YouVisit Created Photographs, 360° Panoramas and Videos. To the extent necessary for YouVisit to provide the Virtual Services, Client agrees that YouVisit has Client's permission to go onto Client's property in order to take photographs, 360° panoramas and videos of Client's campus and its buildings and on-campus architecture and the individuals ("Subjects") included therein, interview students, faculty, staff and employees and gather information about Client so that YouVisit may utilize the photographs, 360° panoramas and videos for distribution and display and create the content as required to deliver the Virtual Services. Client agrees that it will be responsible for obtaining any permissions that may be required from any of such Subjects. YouVisit will not make any tour publically available without prior consent of Client.

6. Content Ownership and Rights.

6.1. Site. Client agrees that all right, title and interest in and to the content or materials generated in providing the Virtual Services or in connection with the Client Specific Site belongs to YouVisit and, other than Client Materials and Client Marks, the content or materials that are displayed on the Client Specific Site, including without limitation, text, taxonomy, graphics, icons, logos, buttons, images, audio clips, digital downloads, data compilations and text about Client, including any YouVisit created photographs, 360° panoramas, videos, tour guide content and any other related materials created by YouVisit as set forth in the Purchase Orders (collectively, the "YouVisit Materials") and the trademarks, logos and service marks of YouVisit or other third party licensors of YouVisit listed on the YouVisit Website (as defined in Paragraph 9.1) (collectively, the "YouVisit Marks"), are owned, controlled or licensed by YouVisit or its other third party suppliers or business partners or the party credited as the provider of the content, materials or marks, are protected by copyright, trademark or other Intellectual Property Rights, as applicable, and may not be used except as permitted herein or in the text of the Client Specific Site. Client and YouVisit agree that content for the Virtual Services may be made available by YouVisit to visitors of the YouVisit Website and other sites where similar content for YouVisit clients is aggregated and the Client Specific Site, which will be a separate Client URL hosted by YouVisit. "Client Materials" means any specific materials that are provided to YouVisit by Client about its facilities or its business during initial set-up or are posted or uploaded by Client or any Client Administrator or Client Users at the user interface for the Client Specific Site. "Client Marks" means any specific trademarks, logos or service marks of Client provided to YouVisit or posted or uploaded by Client at the user interface for the Client Specific Site. Other than its rights with respect to the Client Materials, Client hereby disclaims any and all rights that it may have or assert in any YouVisit Materials. Reproduction or storage of the YouVisit Materials or other documents or information available at the Client Specific Site is subject to the U.S. Copyright Act of 1976, Title 17 U.S.C. and other international copyright laws.

6.2 YouVisit Software. All software used to provide the Virtual Services or used for the Client Specific Site is the property of YouVisit or its third party software suppliers and is subject to U.S. and international copyright law. Client may not modify, decipher, decompile, disassemble or reverse engineer any of the software used for or in any way making up a part of the Virtual Services or the Client Specific Site and Client may not reproduce, modify, distribute, transmit, republish, display or perform any of the materials or content used for or in any way making up a part of the Virtual Services or the Client Specific Site as it exists on the same without the express prior written permission of YouVisit or any third party owner.

6.3 No Other Rights to YouVisit Marks. In addition, nothing making up a part of the Virtual Services, or included on the YouVisit Website or on the Client Specific Site, should be construed as granting, by implication, or otherwise, any license or right to Client for use of any YouVisit Marks displayed without prior written permission of YouVisit or any third party owner.

6.4 Text and Media Used in the Virtual Services; License to Client Materials. To the extent that (i) any text created for the Client Specific Site or in providing the Virtual Services is a derivative work of any text created by Client and supplied to YouVisit for purposes of the Virtual Services or YouVisit has directly used any text, audio, photograph, 360° panorama, video or other media for the Virtual Services supplied to it by Client, or (ii) Client provides or transmits to YouVisit any communications, or provides, posts or uploads any Client Materials to the Client Specific Site through the user interface for the Client Specific Site, including any data, photographs, 360° panoramas, videos, questions, comments, suggestions, or the like, all such communications and Client Materials are, and will be treated as, non-confidential materials for display on the Client Specific Site, Client agrees that it hereby grants to YouVisit a non-exclusive, royalty free, worldwide, non-transferable and non-assignable (except to the extent that the Agreement itself may be assigned) and non-sublicenseable (except to a subcontractor of YouVisit to assist YouVisit with its business) right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display the same throughout the world in any media solely for purposes of the Virtual Services and as otherwise permitted by this Agreement during the Term of this Agreement and to continue to display such content perpetually thereafter; provided that if any such content becomes unacceptable for any reason to Client or Subjects included in the Client Materials (including after termination or expiration of this Agreement), upon Client's and/or Subject's written request, YouVisit shall remove such content as soon as is reasonably practicable.

6.5 Rights to Ideas. Notwithstanding the limited license granted to YouVisit for the Client Materials in Paragraph 6.4, YouVisit is free to use, without any compensation to Client, any ideas, concepts, know-how, or techniques contained in any communication or Client Materials that Client sends to YouVisit for the Virtual Services or any other purpose whatsoever, including, but not limited to, marketing YouVisit's services.

6.6 License to Client Marks. For Client Marks, Client grants to YouVisit a non-exclusive, revocable, royalty free, limited, worldwide license to use the Client Marks only to the extent necessary for YouVisit to perform its obligations under this Agreement and for the promotion of YouVisit's services, Client and Client's Virtual Services. All such uses shall be in accordance with Client's reasonable guidelines regarding advertising and trademark usage as shall be established or changed from time to time by Client. In the event that Client notifies YouVisit of any incorrect usage of its Client Marks, YouVisit shall promptly correct such incorrect usage as directed. All uses of the Client Marks hereunder and any goodwill derived from the same shall inure to the benefit of Client. YouVisit shall not do or suffer to be done any act or thing that will adversely affect Client's rights in its Client Marks, or that directly or indirectly may reduce the value of such Client Marks or detract from their reputation.

7. Updates to Virtual Services and General Posting and Acceptable Use Terms.

7.1 Updates to Virtual Services. In order to offer better services, YouVisit may update and enhance the Virtual Services, at any time and Client agrees that, so long as such changes are not contrary to, or less than, any of the rights that it is entitled to receive under the products or services purchased as set forth in the Purchase Orders, YouVisit may make any such changes to the Virtual Services in its sole discretion. Such revisions may be made through periodic updates posted at the Client Specific Site, and all such revisions shall become effective immediately upon being posted at the Client Specific Site.

7.2 Updates to General Posting and Acceptable Use Terms. Client also agrees that, from time to time, YouVisit shall have the right to make changes to the General Posting and Acceptable Use Terms to the extent the General Posting and Acceptable Use Terms described are in accordance with the terms and conditions set forth in this Agreement. Client agrees to be bound to any such changes if Client or any Client Administrator or Client User logs onto the user interface and posts or uploads Client Materials to the Client Specific Site. In case of conflict this Agreement shall prevail.

8. Third Party Contractors. YouVisit, in its sole discretion, may enter into a contract with any third party contractor (the "Independent Contractor") to provide all or any part of the Virtual Services under this Agreement. YouVisit may disclose Confidential Information of the Client to any Independent Contractor in connection with the delivery of the Virtual Services, and such Independent Contractor shall be subject to the obligations of confidentiality set forth in Paragraph 10 of this Agreement and certain other obligations as mutually agreed to in writing by YouVisit and the Independent Contractor. YouVisit shall ensure that any such Independent Contractor complies with all applicable terms of this Agreement, and shall be fully responsible for any failure of any such Independent Contractor to so comply.

9. Website Terms and Privacy Policy for the YouVisit Website.

9.1 Website Terms for YouVisit Website. As provided by the Purchase Orders, the Client Specific Site may include Client related areas on any YouVisit website, website page and/or other platform maintained by YouVisit, including, but not limited to www.YouVisit.com (the "YouVisit Website"). Use of the YouVisit Website by visitors of the Internet shall be governed by the provisions of the YouVisit Website Terms and Conditions ("Terms and Conditions") in effect at the time of such use and as set forth on the YouVisit Website. Since these Terms and Conditions govern consumer use of the YouVisit Website, Client should periodically visit the YouVisit Website to review the same, including by clicking the www.YouVisit.com website Terms and Conditions hyperlink at the bottom of the YouVisit Website to review the current Terms and Conditions as may be in effect from time to time.

9.2 Use of Consumer Data and Privacy Policy. YouVisit's practices with respect to the collection and use of consumer data that YouVisit collects from any registered user when YouVisit sets up this functionality at the YouVisit Website ("YouVisit Consumer Data") and the hosting, and security, of the YouVisit Website, including the Client Specific Site, are set forth in YouVisit's Privacy Policy (the "Privacy Policy") as posted on the YouVisit Website as it may be in effect from time to time. Any use of YouVisit Consumer Data hereunder shall be consistent with the privacy policies of YouVisit and Client, as such policies may be revised from time to time at each party's sole discretion; provided, however, that, in the event of a conflict between such policies, YouVisit's Privacy Policy shall govern. YouVisit or its third party licensees or suppliers shall own all right, title and interest in and to any such YouVisit Consumer Data collected in the course of providing the Virtual Services, including at the YouVisit Website, and YouVisit shall share the same with Client in accordance with the terms of its privacy policy. Client or its third party licensees or suppliers shall own all right, title and interest in and to any data that Client separately collects from direct contact with a consumer, including consumers that are a registered user of the YouVisit service ("Client Consumer Data"). YouVisit may withhold any customer data from Client if the sharing of the same would violate any term or provision of its own Privacy Policy. The parties shall at all times adhere to all privacy and data protection laws, rules and regulations (including international laws, rules and regulations) applicable to the gathering, processing, storing and transmitting of such consumer data. While YouVisit may provide to Client certain contact information of a registered user as a result of a registered user's request for additional information from Client and understands that Client will use the same in order to contact the registered user, Client agrees that it will not use the same for the purpose of sending or causing to be sent to any consumer any uninvited solicitation via e-mail, or via any other form of media now known or hereafter developed and, in this respect, if requested by YouVisit, Client agrees that it will delete and not continue to use any such information relating to such registered user; however, the foregoing does not apply to any Client Consumer Data gathered from the consumer separately from the YouVisit Website.

10. Confidentiality. Each party ("Receiving Party") undertakes to retain in confidence the terms of this Agreement, consumer data containing personally identifiable information, and all other non-public information and know-how of the other party disclosed or acquired by the Receiving Party pursuant to or in connection with this Agreement which is either designated as proprietary and/or confidential or by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"); provided that YouVisit may disclose Confidential Information of the Client to any third-party contractor that it hires to assist it so

long as such party is subject to obligations of confidentiality no less protective of the Confidential Information than the terms of this Agreement and each party may disclose the terms and conditions of this Agreement to its immediate legal and financial consultants in the ordinary course of its business. Each party shall use the Confidential Information of the other only in exercising its rights and performing its obligations under this Agreement, and agrees to use commercially reasonable efforts to protect Confidential Information of the other party, and in any event, to take precautions at least as great as those taken to protect its own confidential information of a similar nature. The foregoing restrictions shall not apply to any information that: (a) was known by the Receiving Party prior to disclosure thereof by the other party; (b) was in or entered the public domain through no fault of the Receiving Party; (c) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality; (d) is required to be disclosed by applicable laws or regulations (but in such event, only to the extent required to be disclosed); or (e) is independently developed by the Receiving Party without reference to any Confidential Information of the other party. Upon request of the other party, or in any event upon any termination or expiration of the Term, each party shall return to the other all materials, in any medium, which contain, embody, reflect or reference all or any part of any Confidential Information of the other party. Each party acknowledges that breach of this provision by it would result in irreparable harm to the other party, for which money damages would be an insufficient remedy, and therefore that the other party shall be entitled to seek injunctive relief to enforce the provisions of this Paragraph. In the event that either party is required by law, including by subpoena, judicial or administrative order or otherwise, to make any disclosure of any of the Confidential Information, the receiving party shall first give notice of such requirement to the disclosing party and shall give the disclosing party prompt notice of the same so that it has a reasonable opportunity to intervene in any relevant proceedings to protect its interest in the Confidential Information.

11. Client Representations and Warranties. Client represents and warrants to YouVisit that (i) it has all necessary rights, power and authority to enter into this Agreement and to perform the acts required of it hereunder, (ii) the entry into this Agreement by such party, and the performance by Client of its obligations and duties hereunder, do not and will not violate any agreement of Client or by which Client is bound, and (iii) the Client Materials and Client Marks (a) do not infringe any Intellectual Property Rights or publicity or privacy rights of any third party, (b) are not defamatory, (c) are not lewd, pornographic or obscene, and (d) are in compliance with all applicable laws, including, but not limited to, laws regarding unfair competition, antidiscrimination or false advertising.

12. Disclaimer of Warranty. Client's use of deliverables from the Virtual Services, including the Client Specific Site, is entirely at Client's own risk. YouVisit specifically disclaims any warranty or responsibility of any kind, either express or implied, including, without limitation, any warranty or responsibility as to, of or for: (a) Client's use of deliverables from the Virtual Services, including the Client Specific Site, including, but not limited to, any damages resulting or arising from mistakes, errors, omissions, interruptions, deletions, defects, delays in transmission, computer viruses, bugs, communication line failures, non-deliveries, mis-deliveries, theft or unauthorized access of Client's information or any failure with performance of the Client Specific Site; (b) the completeness or accuracy of the informational content on the Client Specific Site; (c) YouVisit's denial or restriction of Client's access to the Virtual Services; or (d) the quality, suitability, accuracy, functionality, or operation of the Client Specific Site. Without limiting the foregoing, everything with respect to the Client Specific Site is provided to Client "AS IS" AND YOUVISIT DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE AND WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE.

13. Intentionally Omitted.

14. Limitation on Liability. Notwithstanding anything else set forth in this Agreement, YouVisit shall not be responsible for any incidental, consequential, special, indirect or punitive damages or any lost profits, whether stated in breach of contract, tort, negligence, or under any other theory of liability, arising out of this Agreement. In addition, YouVisit's maximum liability for any damages arising out of this Agreement shall be limited to the amount of fees paid by Client during the twelve (12) month period prior to the claim.

15. Termination. Either party may terminate this Agreement prior to its expiration when (i) it provides the other party with written notice of termination as provided in Section 2; (ii) the other party has materially breached any obligation under this Agreement, which breach is not cured within thirty (30) days after receipt of written notice, or (iii) the other party makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or for reorganization under the bankruptcy laws, or has a petition filed against it or has a receiver or trustee appointed for it. Termination or expiration of this Agreement shall not affect a party's performance obligations, including payment requirements, arising prior to the termination or expiration. The provisions of Paragraphs 5, 6, 9, 10, 11, 12, 14, this Paragraph 15, 16, 18 and 19 inclusive, shall survive termination or expiration of this Agreement.

16. Notices. All notices or other communications given under this Agreement shall be in writing, and shall be deemed given if delivered in person or if sent by nationally recognized overnight delivery or courier service, by a confirmed telecopy, or by e-mail, in each case addressed (a) to Client, as set forth on the Purchase Order and (b) to YouVisit, via email to notices@youvisit.com. A party may by written notice to the other party change the place to which all further notices to such party shall be sent. Any notice given by means permitted hereby shall be deemed given at the time of receipt thereof.

17. Use of Client Name. Upon execution of this Agreement, Client acknowledges and agrees that YouVisit shall have the right to make a public announcement regarding the existence of this Agreement with Client and the nature of the parties' relationship hereunder. Client further agrees that YouVisit shall be permitted to identify Client on its list of representative clients.

18. Miscellaneous. This Agreement, including all Exhibits and the Initial Purchase Order, and any Subsequent Purchase Order, referenced herein, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or

contemporaneous oral or written communications with respect thereto. Other than as provided under Paragraph 7, no waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No failure or delay by either party in exercising any right, power or remedy under this Agreement shall operate as a waiver of any other right, power or remedy. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. Client shall not assign this Agreement, by operation of law or otherwise, without the prior written consent of YouVisit, which shall not be unreasonably withheld or delayed. The headings in this Agreement are inserted solely for the convenience of the parties, and they should not be used in interpreting any of its provisions. This Agreement may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute one and the same instrument, and one or more counterparts of this Agreement may be delivered via e-mail or via telecopy or facsimile with the intention that it or they shall have the same effect as the delivery of an original counterpart hereof.

19. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with the substantive laws of the Commonwealth of Virginia. The parties hereby consent to and agree that each party shall have the right to bring an action in the courts of the state or the United States District Court in Virginia in order to resolve all disputes under or relating to this Agreement and the transactions contemplated hereby, and agree to waive all objections as to venue and forum non conveniens.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative as of the date set forth above.

CLIENT: George Mason University

By 
(Signature)

James F. Russell


(Name Typed or Printed)

Director of Purchasing

(Title)

10/2/18
(Date)

YouVisit LLC

By 
(Signature)

Endri Tolka

(Name Typed or Printed)

Managing Member

(Title)

September 14, 2018

(Date)

EXHIBIT A
PURCHASE ORDER

This is a Purchase Order placed for certain services pursuant to the terms of the Virtual Services Agreement, by and between YouVisit and Client, and all duly executed amendments and addenda to the same (the “Agreement”). All of the terms and conditions of the Agreement shall continue in full force and effect except as supplemented and/or amended by the terms of this Purchase Order. Any capitalized term not otherwise defined herein shall have the meaning that is given to it in the Agreement.

ORDER INFORMATION:

1. **Products and Services.** YouVisit will provide the following products and services for the Virtual Services (each as described in Schedule A to this Purchase Order).

	Price	Discount	Actual
Virtual Tour Package (subscription) - includes:	\$14,440	\$2,166	\$12,274
<u>Virtual Tour - Main Campus:</u>			
Walking Experience			
Video Guide			
Mobile Integration			
	\$14,440	\$2,166	\$12,274
	Discount of:	15%	USD
		(4-Year Agreement)	

PAYMENT DUE WITHIN 30 DAYS OF SIGNING:	\$1,022.83
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As applicable, see the descriptions of the products and services attached as Schedule A and Schedule B to this Purchase Order. YouVisit and Client agree that the description of the products and services described in Schedule A and Schedule B are hereby incorporated herein by this reference and form an integral part of this Purchase Order. Any additional fees related to the products and services selected in this Purchase Order, including any renewal subscription fees, shall be described in Schedule A and Schedule B.

Schedule A to Purchase Order
Description of Products and Services

Virtual Tour Package (Annual Subscription):

Annual Renewal Subscription Fee for Virtual Tour Package: \$1,022.83 per month (15% Multi-Year Discount)
This Annual Renewal Subscription Fee will be due in monthly installments starting on October 1, 2018

NOTE: The services performed for the above fee shall be performed to the extent described in Schedule B. The Annual Renewal Subscription Fee does not include enhancements requested by Client. Rather, work for enhancements requested by Client will be priced separately.

Tour Module: The Tour Module engages visitors with a highly interactive tour. As visitors take the tour, they will be able to explore using a rich array of media content, such as videos and photographs.

Photos Module: Displays a diverse selection of photographs.

Videos Module: Displays a diverse selection of videos.

Panoramas Module: Displays a diverse selection of panoramas.

Mobile Experience: Displays content on a Mobile App

NOTE: The services performed for the above fee shall be performed to the extent described in Schedule B. The Annual Renewal Subscription Fee does not include enhancements requested by Client. Rather, work for enhancements requested by Client will be priced separately.

Schedule B to Purchase Order

Annual Subscriptions

Virtual Tour Package Subscription Fees include the following services:

- Maintenance and support.
- Server Space and Media Storage.
- Up to one (1) visit to Client's main location every 12 months at a date and time mutually agreed upon by the parties in order to take photographs of any new areas on Client's main location for inclusion in the Tour. It is recommended that Client contacts YouVisit at least two months in advance to reserve a date as the shooting calendar gets booked far in advance.
- Up to ten (10) additional Panoramas per year for Client's main location.
- Traffic and Visitor Reporting.
- Full Access to our Content Management Tools.
- Storage for all pictures and videos uploaded by Client, Client Administrator and Client Users. Each video should be under 100MB or 10 minutes.
- Troubleshooting the Virtual Services and any of the Modules implemented.
- The First Year Subscription Fee and the Annual Renewal Subscription Fee do not include travel expenses, lodging expenses, and meal allowance. Client will be billed separately for such expenses.
- Product upgrades and improvements, as determined by YouVisit, in its sole discretion, in an effort to enhance the Virtual Tour.
NOTE: YouVisit can make alterations to the Virtual Tour as part of its annual subscription services; however, any requests by Client to alter the Virtual Tour shall be evaluated on a case by case basis. Changes other than minor updates, as determined in YouVisit's sole discretion, shall be subject to additional charges. Signoff from Client will be required for these updates.

Mobile Experience Subscription Fees include the following services:

- Maintenance and support.
- Server Space and Media Storage.
- Traffic and Visitor Reporting.
- Full Access to our Content Management Tools.
- Product upgrades and improvements, as determined by YouVisit, in its sole discretion, in an effort to enhance the Mobile Experience.
NOTE: YouVisit can make alterations to the Mobile Experience as part of its annual subscription services; however, any requests by Client to alter the Mobile Experience shall be evaluated on a case by case basis. Changes other than minor updates, as determined in YouVisit's sole discretion, shall be subject to additional charges. Signoff from Client will be required for these updates.
- YouVisit may provide Client with iTouch devices and may also provide Client with additional devices on a case by case basis and promotional materials throughout the term of the Agreement. All devices and promotional materials shall be returned by Client to YouVisit immediately upon the earlier of the termination of the Agreement or at YouVisit's request. In the event that damage of any kind occurs to the iTouch devices or other devices (the "Devices") or promotional materials provided by YouVisit to Client, Client shall pay YouVisit an amount not to exceed the original price paid by YouVisit for the damaged Devices and promotional materials.

EXHIBIT B

General Posting and Acceptable Use Terms

Subject to the terms and conditions set forth in the agreement that YouVisit has with your institution, e.g. Client ("Agreement"), including the obligation of Client to make payment of any fees owed hereunder, subject to first agreeing to the following "General Posting and Acceptable Use Terms", you are granted by YouVisit as a Client Administrator or a Client User of Client a limited, non-transferable, non-exclusive license to use the tools provided at the user interface for the Virtual Services located at any YouVisit website, website page and/or other platform maintained by YouVisit, including, but not limited to www.youvisit.com ("YouVisit Website") in order to customize the look and feel of the Virtual Services (and other areas as may be permitted by the tool) with Client Materials (as defined below).

A. If you provide or transmit to YouVisit any communications, or provide, post or upload any content in connection with the Virtual Services via the user interface, including any data, audio, photographs, 360° panoramas, videos, questions, comments, suggestions, or the like ("Client Materials"), all such Client Materials are, and will be treated as, non-confidential materials for display in connection with the Virtual Services. You hereby grant to YouVisit rights with respect to the Client Materials as set forth in the Agreement.

B. For Client Materials that you provide to YouVisit, or post or upload in connection with the Virtual Services, you agree that the providing or transmitting, or posting or uploading, of such Client Materials, and the Client Materials, shall be in accordance with applicable international, federal, state and local laws and that you will not transmit or post or upload anything that would give rise to any civil or criminal liability for any party or otherwise violate any law. In addition, YouVisit does not wish for any proprietary product, marketing, advertising or other similar ideas to be posted in connection with the Virtual Services.

C. You may not provide or transmit, or post or upload, anything that (i) violates the copyright, privacy, confidentiality, publicity or intellectual property rights of any person or reveals any information that should be known to the user to be confidential or proprietary, (ii) is false, misleading, defamatory, obscene, indecent, threatening, harassing, harmful or that could constitute an incitement to unlawful conduct or (iii) violates any acceptable use policy that YouVisit may provide to Client.

D. YouVisit will periodically review the contents of the Virtual Services posted or uploaded by you and reserves the right to remove or edit such content, but shall have no obligation to do so.

E. You represent and warrant that you or Client owns or otherwise controls all of the rights to the Client Materials that are provided, transmitted, posted or uploaded by you; that the content in the Client Materials is accurate, that use of the content in the Client Materials does not violate the Agreement, will not cause injury to any person or entity and will not infringe upon the rights of any third party. YouVisit takes no responsibility and assumes no liability for any content that is provided or transmitted to YouVisit, or posted or uploaded in connection with the Virtual Services, by you.

F. YouVisit does not grant you a license to download or modify any information from the Virtual Services or modify the Virtual Services or any portion of the Virtual Services without the express written consent of YouVisit.

G. Other than as otherwise set forth herein, YouVisit does not grant you a license for any resale or commercial use of the Virtual Services or the YouVisit Website, or its contents; any derivative use of the Virtual Services or the YouVisit Website or its content; any downloading or copying of the Virtual Services or the YouVisit Website for the benefit of another merchant; or any use of data mining, robots or similar gathering and extraction tools.

H. Other than as otherwise set forth herein or permitted under any product or service selected by Client, you may not use the Virtual Services or the YouVisit Website or post any Client Materials at the Virtual Services or YouVisit Website of a commercial nature without the prior written consent of YouVisit, including, but not limited to, junk mail, spam, chain letters or any other form of solicitation not directly related to the purposes of the Virtual Services or the YouVisit Website.

I. The Virtual Services and YouVisit Website and any portion of the same may not be reproduced, copied, duplicated, sold, resold, visited or otherwise exploited for any commercial purpose without the express written consent of YouVisit.

J. You may not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information of YouVisit or any of its suppliers without the prior express written consent of YouVisit. You may not use any meta tags or other "hidden text" utilizing the YouVisit Trademarks without YouVisit's prior written consent.

K. Except as expressly permitted in the Agreement, you are forbidden to sell, trade or distribute the content of the Virtual Services or the YouVisit Website or any data obtained from it to anyone.

L. Except as expressly permitted in the Agreement, in no event may the YouVisit Website or the Virtual Services be used or linked to any third party charging a fee for access to the YouVisit Website or Virtual Services or for access to any information gathered therein, including, without limitation, any product or pricing information.

M. The use of YouVisit Materials by you, or anyone else authorized by you, is prohibited unless specifically permitted herein or specific permission is provided elsewhere on the YouVisit Website, and any unauthorized use of the same may violate copyright laws,

trademark laws, the laws of privacy and publicity, and civil and criminal statutes and will automatically terminate the permission or license granted to you by YouVisit.

N. From time to time, YouVisit shall have the right to make changes to these terms by sending you or Client an e-mail notification of the change or notifying you of the change when you log onto the user interface for the Virtual Services. You agree to be bound to any such changes if you log onto the user interface and post or upload Client Materials to the Virtual Services after such notification. For any "material" change, such "material" change shall become effective if YouVisit sends to you an e-mail or posts information on the YouVisit Website notifying you of such "material" change and the date that such new Terms will be posted on the YouVisit Website ("Effective Date") and you then continue to log onto the user interface for the Virtual Services and post or upload content after the Effective Date. If at any time you do not agree to the "material" change, you may notify YouVisit that you do not agree with the change and terminate your agreement to these terms.

O. YouVisit may form relationships with other third parties or sites on the Internet that promote the company on their sites and its service. Despite YouVisit's efforts, there may be instances when information on the YouVisit Website contains inaccurate or incomplete data, including data about the price and availability of the Virtual Services. In this respect, YouVisit is not responsible for the availability, accuracy, currency or reliability of any information, statement, opinion, advice or other content contained in any site linked to or from the YouVisit Website. You are solely responsible to evaluate the accuracy, currency, completeness or usefulness of any information, statement, opinion or advice or other content available through any third party's web site and any concerns regarding such third party content should be directed to the third party. YouVisit specifically disclaims all warranties, express and implied, as to the accuracy, validity, legality, or otherwise of any materials or information contained on such sites and you acknowledge that under no circumstances will YouVisit be liable for any loss or damage caused by reliance on information obtained through a third party's web site.

P. You may not use, post or transmit any devise, software, routine, virus, spam, mass e-mail commercial material, corrupted data or otherwise attempt to or intend to interfere with or damage the proper workings of the YouVisit Website or the Virtual Services, or any activity that is conducted at the YouVisit Website or the Virtual Services or to damage or intercept any data or information at the YouVisit Website or the Virtual Services. You may not delete or revise any material posted by YouVisit at the YouVisit Website. You may not violate or attempt to violate the security, efficiency, reliability or integrity of the YouVisit Website or its contents in any way.

Q. YouVisit may post advertisements and/or other promotions that do not require any action by you on the YouVisit Website. If there are advertisements and/or promotions that require any action by Client or you, YouVisit agrees that it will obtain the consent of Client prior to posting any such advertisement and/or promotions.