

SMILE RADIO AGREEMENT

THIS AGREEMENT SETS OUT THE TERMS AND CONDITIONS THAT APPLY TO AN INDIVIDUAL OR AN ENTITY'S SUBSCRIPTION TO CUSTOMCHANNELS.NET, LLC'S SMILE RADIO SERVICE ("SMILE RADIO"). THE CAPITALIZED OR UNCAPITALIZED TERMS "YOU", "YOUR" OR "CLIENT" MEAN YOU, THE INDIVIDUAL OR ENTITY SUBSCRIBING TO SMILE RADIO. ALL REFERENCES TO "US", "WE", "OUR" OR "COMPANY" MEAN CUSTOMCHANNELS.NET, LLC, 7464 ARAPAHOE RD. SUITE B4, BOULDER, COLORADO 80303, A COLORADO LIMITED LIABILITY COMPANY. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND CUSTOMCHANNELS.NET, LLC.

1. SMILE RADIO SERVICE DESCRIPTION: Smile Radio Service ("Service") consists of our line up of professionally programmed audio channels designed for use as a background music service in dental or similar professional offices, delivered over the Internet and received on a Company-approved streaming media player, ("Radio Player"), the purchase or rental of which by Client is required for use with the Service. Company reserves the right to update Service channel names, formats, and music mixes without prior notice to Client. Current channel line-up can be found at www.smile-radio.com.

2. SUBSCRIBING TO SMILE RADIO. By completing and submitting this on-line enrollment form (the "Enrollment Form") and by agreeing to be bound by the terms and conditions of this Agreement, you are agreeing to subscribe to the Smile Radio Service ("Subscription") and to set in motion: a) the establishment of an account with the Company including a valid credit card and authorization for payment of any amounts owed on your account (Account); b) authorization of the purchase of a Radio Player and shipment of Radio Player to the physical address of your office ("Location") given on your Enrollment Form; and c) authorization for us to set up Smile Radio service to your Location.

3. TERM AND TERMINATION: The initial term of the Agreement shall commence on the date on which the Enrollment Form was submitted and continue in full force and effect until otherwise terminated by you with 30 days prior written notice to us. Except for cancellations during any Free Trial Period according to the provisions of **Section 6**, no refund or credit will be due Client, including costs related to activation fees, the purchase of equipment, partial pre-paid months of service or switching vendors upon.

4. FIRST 30 DAYS FREE TRIAL PERIOD. When we receive confirmation from a shipping company that the Radio Player has been received at your Location, you will have 30 calendar days to evaluate Smile Radio at your Location ("Free Trial Period"). Your credit card will not be charged during the Free Trial Period.

5. TO CONTINUE YOUR SMILE RADIO SUBSCRIPTION BEYOND THE FREE TRIAL PERIOD, you do not need to do anything. Your Account and credit card will be charged for Smile Radio Service according to the Subscription Terms in **Section 7**.

6. TO CANCEL SERVICE WITHIN THE FREE TRIAL PERIOD: To cancel the Service without incurring any charges to your credit card, you must:

- a) **Notify us** by phone, email or mail within the Free Trial Period, of your intent to cancel Service and to receive a Return Merchandise Authorization (RMA); and
- b) **Return the Radio Player**, in its original packaging, in like new, working condition, with all included cables, power supply, documents and remote control, postage and insurance pre-paid to us according to the instructions in the RMA. We must receive the Radio Player within 10 days of the issuance of an RMA.

Upon receipt of the Player in good order and according to the terms above, we will cancel any authorized charges to your credit card and disconnect service to the Location. You agree to reimburse us the replacement cost of any lost, stolen or damaged Radio Player.

7. SMILE RADIO SUBSCRIPTION FEES AND PAYMENTS: Upon expiration of the Free Trial Period, without prior cancellation under the provisions of Sections 6, you agree to pay (a) an initial charge of \$284.95, which includes the Radio Player and the first month of paid service following the Free Trial Period, and (b) \$34.95 each month thereafter unless and until terminated by you as outlined in Section 3. Initial and/or monthly charges may be adjusted according to the terms of any valid discount Promo Code, which may be offered from time to time by Company and utilized by you at the time of Enrollment. Your credit card will be charged approximately every 30 days from the anniversary of payment of the initial charge. You will not receive an invoice, but will receive an email receipt to the email address provided on the Enrollment Form. You are responsible, at all times during the term of the Agreement, for maintaining a valid credit card associated with your Account. We reserve the right to suspend or terminate Service as a result of non-payment. Such suspension or termination does not release Client from any of its obligations in this Agreement.

8: MINIMUM REQUIREMENTS & NECESSARY EQUIPMENT: Client, at its own expense and independent of this Agreement, will provide all necessary equipment and meet all minimum Service requirements including (i) Internet service with a DSL or better full-time connection with sufficient bandwidth to facilitate a minimum of 128kbps of continuous data throughput including any network or IT configuration (i.e. firewall or router) necessary to provide Internet service to the Radio Player (ii) Audio system with a standard RCA input compatible amplifier and connected loudspeakers. (iii) Any additional routers, switches, patch cables, or power strips needed to provide a single standard Ethernet connection to the Player.

9. RADIO PLAYER MAINTENANCE & WARRANTY: You are solely responsible for the installation, maintenance and operation of the Radio Player and all costs associated therewith. We will warranty each Player against malfunction due to a product defect for a period of 2 (two) years from the date Player is first delivered to your Location. Replacement or repair under warranty is subject to prior approval by Company's technical support personnel after appropriate troubleshooting by phone. Company is not responsible for any damage to Radio Player due to loss, theft, accidents, misuse, Acts of God, or any other factor out of the reasonable control of the Company. Replacement of non-warranty related damaged or malfunctioning Radio Player will be at then-current replacement costs.

10: TECHNICAL SUPPORT: Company will provide written instructions and telephone troubleshooting and instruction regarding installation, operation and troubleshooting of Radio Players and Services including such information, tips and advice that Company may reasonably provide regarding equipment setup given Client's network infrastructure. Routine technical

support hours are M-F, 9a-5p Mountain Time. You may contact technical support by telephone 24/7 at 303.444.7700 and following the menu prompts. Email support is available at support@customchannels.net.

11: LICENSES: ("Licenses") shall mean (i) licenses issued to Company by ASCAP, BMI and SESAC authorizing the non-dramatic public performance of all musical works within the licensor's repertoire by means of the Smile Radio Service, and (ii) licenses issued to Company by SoundExchange pursuant to Sections 112 and 114 of the Digital Millennium Copyright Act of 1998, as amended ("DMCA"), authorizing the digital audio transmission of sound recordings by means of the Service and the making of "ephemeral recordings" in connection therewith, subject to the terms and conditions of the DMCA.

Company will be responsible for obtaining and complying with all Licenses for the Service, including payment of all royalties or license fees associated therewith, provided Client's use of the Service complies with the following terms: (i) Client will access the Service using only Company approved Radio Players. (ii) The music disseminated via the Service may only be publicly performed via loudspeakers in approved Locations as an accompaniment to routine activities, including, but not limited to work, shopping, conversation, dining and relaxation, and may be audible only within and immediately adjacent to the Locations. (iii) Without limitation of the foregoing, the Service may not be (a) used by a VJ/DJ, (b) performed at any premises where an admission fee is charged, or as an accompaniment to dancing, or in connection with a dramatic performance, (c) transmitted to any private home, apartment, guest room in a hotel or motel, or other similar location. (iv) Client agrees not to record, reproduce, edit, adapt, re-purpose, re-transmit, broadcast or otherwise exploit the Service or any element thereof.

Client further acknowledges that these Licenses only apply to acceptable use of the Smile Radio Service provided by Company and that any additional licenses required by Client's business must be obtained independently.

In the event a License expires, is terminated or is materially amended, Company's obligations hereunder will be suspended to the extent Company's ability to provide the Service are in Company's judgment materially affected by such expiration, termination or amendment.

12: LIMITED WARRANTY: Except as expressly provided herein, Company makes no warranty, express or implied, with respect to the Service rendered by Company above and beyond the specifications detailed in this Agreement. In the event of a disruption of services, Company shall use its best efforts upon discovery of or notification of the interruption to restore service. Without limitation of the foregoing, Company is not responsible for disruptions in services due to Internet traffic, local Internet Service Provider (ISP) outages, client equipment or network failures or technical or human errors or failures beyond Company's reasonable control. Additionally, any delay or failure of a party to perform its obligations hereunder will be excused to the extent that it is caused by an event or condition beyond its reasonable control, such as, by way of example but not limitation, governmental action, changes in applicable laws or regulations or the interpretation thereof, failure of any communications network, service, system or hardware, failure or outage of service provided by any local Internet service provider, flood, storm or other natural disaster, traffic, congestion or delays on the Internet, fire, explosion, war, terrorism, civil disorder or labor dispute.

13: LIMITATION OF LIABILITY: Neither party shall be liable to the other party for any incidental, consequential, special, or punitive damages of any kind or nature, including, without limitation, the breach of this Agreement or any termination of this Agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability), or

otherwise, even if either party has warned or been warned of the possibility of any such loss or damage.

14: ENTIRE AGREEMENT: This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof, may not be changed except by an instrument in writing signed by both parties and supersedes any and all prior agreements between the parties.

BY CLICKING ON THE "ACCEPT" BUTTON, YOU ARE AFFIRMATIVELY STATING THAT YOU HAVE READ AND UNDERSTAND THE TERMS SET FORTH IN THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THEM.