

EQUIPMENT LOAN AGREEMENT-NCSA

This Equipment Loan Agreement (“Agreement”) is made by and between TV One Inc., a Kentucky corporation (“TVOne”), having its principal place of business at 621 Wilmer Ave, Cincinnati, Ohio 45226, and _____ (“Customer”), a _____ having its principal place of business at _____ (“Location”).

In consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. **Loan.** The equipment listed on **Exhibit A** attached hereto (collectively, “Equipment”) is loaned to Customer for the sole purpose of conducting internal evaluations of the Equipment at the Location in accordance with, and during the term of this Agreement. Subject to all other terms and conditions herein, TVOne agrees to allow Customer to use the Equipment at no charge to the Customer until the Return Date (as defined below).

2. **Term.** The term of this Agreement will commence on the Effective Date (as defined below) and will continue until the earlier of the following dates (“Return Date”): (a) 30 days after the day on which Customer first receives the Equipment, (b) two business days after the day on which TVOne requests the return of the Equipment; or (c) the day Customer provides written notice to TVOne that Customer is purchasing the Equipment for its own use or for re-sale. Customer shall return the Equipment to TVOne on the Return Date. Notwithstanding the foregoing or anything herein to the contrary, Customer acknowledges that TVOne may, without process of law or without notice or demand upon Customer, take possession of the Equipment at any time and for any reason or no reason whatsoever.

3. **No Warranty: Limitations of Liability.** TVONE HAS NOT MADE AND DOES NOT NOW MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE DESIGN, OPERATION, OR CONDITION OF THE LOANED EQUIPMENT OR ANY PART THEREOF, ITS MERCHANTABILITY, ITS DURABILITY, OR ITS FITNESS FOR A PARTICULAR PURPOSE. TVONE SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY CLAIM, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED, DIRECTLY, INDIRECTLY, INCIDENTALY, OR CONSEQUENTIALY BY THE LOANED EQUIPMENT, BY ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN, BY ANY INCIDENT WHATSOEVER IN CONNECTION THEREWITH, ARISING IN STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, OR IN ANY WAY RELATED TO OR ARISING OUT OF THIS AGREEMENT, EVEN IF TVONE IS NOTIFIED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT CUSTOMER ELECTS TO PURCHASE THE EQUIPMENT, TVONE’S WARRANTIES SHALL BE LIMITED TO THOSE EXPRESSLY SET FORTH AT <http://www.tvone.com/warranty>, THE TERMS OF WHICH ARE INCORPORATED HEREIN.

4. **Use, Operation, and Maintenance.**

(a) Customer shall use the Equipment only during the term of this Agreement and only in the manner for which it was designed and intended. Customer shall comply with all

applicable laws and regulations and with all applicable TVOne requirements, policies, procedures, and instructions relating to the Equipment and/or the use thereof.

(b) Customer may not (a) sell, assign, transfer, lease, or license (collectively, “Sell”) the Equipment, or (b) move the Equipment from the Location, without the prior written consent of TVOne.

(c) Customer agrees to promptly give notice to TVOne of any loss or damage to the Equipment. TVOne and its agents have the right to inspect, repair, and maintain the Equipment at all times.

(d) Customer acknowledges and agrees that the Equipment is being loaned with all risk of use and operation of the Equipment, and each and every hazard of loss of any kind, however rising, being borne by Customer, and that TVOne will not be liable to Customer for the use of the Equipment or damages of any kind resulting from any claimed malfunction of the Equipment, defective design of the Equipment, and/or any failure of the Equipment to perform as specified, represented, or advertised.

(e) Customer shall keep the Equipment free and clear of all liens, charges, encumbrances, security interests, legal processes, and claims against the Equipment whatsoever (collectively, “Encumbrances”), including, but not limited to, Encumbrances by landlords or secured creditors.

(f) Upon request from TVOne, Customer shall maintain such records and take such other action with respect to the Equipment as may be required by law or otherwise deemed necessary by TVOne to protect both the title and ownership interests of TVOne in and to the Equipment. Customer shall not modify, adjust, or change the Equipment without the express prior written consent of TVOne.

5. **Terms of Delivery.** TVOne shall be responsible for the shipping and insurance expenses incurred to deliver the Equipment to the Customer; Customer shall be responsible for all customs expenses incurred in connection with such delivery. Customer shall be solely responsible for the return shipping, insurance, and customs expenses.

6. **Terms Of Sale/Purchase.** In the event that TVOne allows Customer to Sell any Equipment pursuant to Section 4.(b) above, the payment terms for such Equipment shall be “payment in full upon delivery of Equipment to Customer’s customer”. Customer’s anticipated delivery date to its customer must be specified when written consent pursuant to Section 4.(b) above is requested from TVOne. In the event that Customer elects to purchase the Equipment for its own use and not for resale, payment shall be made in accordance with the terms and conditions set forth at <http://www.tvone.com/termsandconditions-us>. By its execution hereof, Customer expressly assents and agrees to such terms and conditions.

7. **Ownership.** The Equipment and all intellectual property rights therein or related thereto are, and shall at all times remain, the sole and exclusive property of TVOne. Customer shall not have or obtain any right, title, or interest therein except for the limited right to use the Equipment in accordance with the terms expressly set forth in this Agreement. Nothing herein shall be construed as authorizing or permitting the use of any TVOne trade names or trademarks.

8. **Confidentiality.** Customer agrees that the Equipment is furnished to Customer only for Customer's internal evaluation use during the term of this Agreement. Except as otherwise expressly agreed by TVOne in writing, Customer may not display or allow third parties to use the Equipment, and Customer may not demonstrate the performance of the Equipment to third parties. Further, the fact of the conveyance of the Equipment to Customer and any technical or business information pertaining to the Equipment or its installation, performance, reliability, optimization, or integration constitute the confidential and proprietary information of TVOne. This confidential and proprietary information (a) shall be treated as highly confidential by Customer, (b) shall not be divulged, directly or indirectly, by Customer to any third party for any purpose whatsoever, and (c) shall not, without the prior written consent of TVOne, be used by Customer for any purpose except as otherwise expressly permitted herein. Such confidential and proprietary information may be disclosed only to such employees of Customer who (a) specifically require access to such information for the purpose for which it was disclosed hereunder, and (b) who have entered into written agreements with Customer that protect such confidential information at least to the same extent as it is protected hereunder. Customer shall cause such employees to strictly abide by the terms of those written agreements.

9. **Surrender of Equipment.** Upon the Return Date, Customer shall return the Equipment to TVOne in good repair, condition, and working order, ordinary wear and tear resulting from proper use thereof along excepted. With the sole exception of damages to the Equipment that would ordinarily be covered by TVOne's then-current standard warranty for such Equipment, Customer assumes responsibility for all damages to the Equipment and missing components. For the avoidance of doubt, nothing in this Section 9 is intended to provide any express or implied warranty with respect to any Equipment. Customer is responsible for ensuring that the Equipment, its packaging, and its documentation are preserved in an "as-new" condition. **If the Equipment's packaging is discarded or not maintained in an "as-new" condition, Customer agrees to contact TVOne's Customer Service Department to provide replacement packaging, and Customer agrees to promptly pay TVOne's then-current replacement cost for such packaging (which is currently \$15).**

Except as otherwise expressly agreed in writing by TVOne, Customer acknowledges and agrees that, in the event any Equipment is not received by TVOne within seven days following the Return Date (as defined in Section 2 above), Customer shall be deemed to have purchased (or licensed, as applicable) such Equipment for the prices specified on Exhibit A attached hereto, and shall remit payment in full, without discount, abatement or any other type of deduction, for such Equipment to TVOne within ten days from that date. If Customer fails to make any payment when such payment is due, then Customer shall pay interest on the overdue amount at an annual rate (the "Default Rate") equal to four percent (4%) plus the prime rate published in the Wall Street Journal from time to time. The Default Rate shall accrue on a daily basis until actual payment of the overdue amount, whether before or after judgment.

Agreed: _____ (Customer Initials)

10. **Insurance.** Customer shall maintain all risk insurance against loss or damage to the Equipment from any cause whatsoever for no less than 100% of the total price, and such

insurance shall specify TVOne as the “loss payee”, and if requested by TVOne provide evidence of such insurance.

11. **Miscellaneous.**

(a) Each party agrees to perform such additional acts and execute such additional documents as are necessary to carry out this Agreement.

(b) This Agreement shall not be changed or modified, in whole or in part, except by a supplemental agreement in writing signed by both parties.

(c) In the event of any suit, action, or proceeding brought by either party regarding the Equipment or this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to court costs and litigation expenses in said action or proceeding.

(d) The subject headings of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

(e) **TVOne and Customer expressly acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods (“CISG”) shall not apply to this Agreement, and such parties have voluntarily elected to opt out of the application of CISG to this Agreement.** Rather, this Agreement will be governed by and construed under the laws of the State of Ohio, without giving effect to Ohio’s choice of law principles. TVOne and Customer each hereby irrevocably agrees and submits to the exclusive jurisdiction of any state or federal court located within Hamilton County, Ohio, and each hereby irrevocably waives any objection based on forum non conveniens and any objection to venue of any such action or proceeding.

(f) Any provision of this Agreement which shall prove to be invalid and unenforceable, in whole or in part, shall in no way affect, impair, or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

(g) All notices and demands of any kind that either TVOne or Customer may be required or permitted to serve to the other party under the terms of this Agreement shall be in writing and shall be served by personal delivery, by a reputable courier (*e.g.*, Federal Express), by fax, or by registered U.S. mail (return receipt requested) at the following respective addresses:

TVOne:

TVOne Inc.
621 Wilmer Ave
Cincinnati, Ohio 45226
Email: david.vanhorn@tvone.com
Attention: David Van Horn, CFO

Customer:

Email: _____
Attention: _____

(h) This Agreement may be executed in counterparts and delivered via facsimile or e-mail.

(i) This Agreement (including, but not limited to, **Exhibit A** attached hereto) and any end user software license agreements that accompany the Equipment (each, a “EULA”) constitute the entire agreement between Customer and TVOne with respect to the subject matter hereof, and supersede all prior or contemporaneous oral or written agreements between the parties with respect to such subject matter. **This Agreement overrides the general terms and conditions of Customer’s standard forms (including but not limited to Customer’s purchase order forms).** No changes to this Agreement are valid unless in writing, signed by both TVOne’s CFO and Customer. In the event of any conflict or inconsistency between this Agreement and any EULA, the terms of this Agreement will govern. For the avoidance of doubt, the term of any software license grant in any EULA shall be set forth in Section 2 above of this Agreement.

(j) Sections 2 and 11 above of this Agreement shall survive any expiration or termination of this Agreement and continue in full force and effect.

(k) Both parties expressly acknowledge that damages alone will be an inadequate remedy for any breach or violation of any of the provisions of this Agreement, specifically including but not limited to Section 8, and that each party, in addition to all other remedies available under this Agreement, will be entitled, as a matter of right, to injunctive relief, including specific performance, with respect to any such breach or violation, in any court of competent jurisdiction.

(l) In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and holidays in the State of Ohio; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or holiday.

The parties hereto have executed this Agreement as of this _____ day of _____, 20_, (“Effective Date”).

TVONE:

CUSTOMER:

TV One Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

555391v3

Exhibit A - Evaluation Loan Agreement

Ship to information

Contact Name _____

Company _____

Address 1 _____

Address 2 _____

City State Zip _____

Phone _____

Email _____

Equipment Requested

Qty	Model	Description / Notes
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Requested Dates of the Evaluation Loan equipment

Delivery date _____

Return date _____

Special notes regarding this loan

Please return this form to orders@tvone.com