



CONTENT MANAGEMENT SERVICE AGREEMENT

Date: _____

Buyer: _____

Fax: _____

Address: _____

E-mail: _____

Purchased From: _____

Contact: _____

Phone: _____

Number of Locations Ordering Content Management Services: (see Schedule 1) _____

Type of Content Service Subscription (Music and/or Video): _____

Music Program Channel(s) Ordered: _____

Term of Content (Music and/or Video) Solution Ordered in Years: _____ (the "Term")

Annual Purchase Price per location for Content Solution: _____

Total Annual Purchase Price for Content Solution for All Locations: _____

All Services provided pursuant to this Agreement are subject to 11Giraffes Standard Warranty as shown on Schedule 2.

Buyer hereby orders from The Elevator Channel, Inc. and its wholly owned subsidiary, 11Giraffes Company, collectively d/b/a 11Giraffes ("11Giraffes") Music and/or Video Solution and Player Software as described in this Content Management Service Agreement (the "Agreement"). This Agreement is a required companion to the Buyer's Agreement for the purchase of Players from Bogen Communications, Inc. ("Bogen"). This order form is subject to and a part of the attached Schedules and Standard Terms and Conditions which collectively constitute the Agreement and the Buyer and 11Giraffes acknowledge the same by signing below. Notwithstanding the foregoing, this Agreement shall not be effective and valid until executed by Buyer and accepted by the duly authorized representative of 11Giraffes at its offices in Charlotte, North Carolina.

CALL 1-888-744-0044 TO INITIATE SERVICE

BUYER

ACCEPTED BY 11GIRAFFES

(Signature)

(Signature)

Print Name

Print Name

Date

Date

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STANDARD TERMS AND CONDITIONS

DEFINITIONS. "Players" are the 11Giraffes media player and related software sold by Bogen. For more details regarding the components, specifications, user directions and other matters, please refer to the 11Giraffes User Manual ("Manual"). "Music Solution" is defined as a music program offering one (1) channel from a catalogue consisting of twenty (20) channels of programmed music per Player. Each channel is updated or refreshed by 11Giraffes at an interval of ninety (90) days. The Video Solution will be defined by a creative briefing discussion between 11Giraffes creative personnel and the Buyer's representatives.

TERM. The Term of this Agreement shall be as set forth in the Content Service Management Agreement between Buyer and 11Giraffes. Unless Buyer shall give written notice to 11Giraffes at least sixty (60) days prior to the expiration of the Term that Buyer wishes to terminate the Agreement, the Term of this Agreement shall automatically renew for successive like terms.

ENTIRE AGREEMENT; MODIFICATION. The Content Service Management Agreement between Buyer and 11Giraffes, together with these Standard Terms and Conditions and the Standard Limited Warranty attached hereto form the Agreement between 11Giraffes and Buyer relating to the sale by 11Giraffes of the Music and/or Video Solution to Buyer. This Agreement supersedes all prior and contemporaneous negotiations, representations, and agreements, either written or oral related hereto. No purchase order, acceptance, confirmation, website policy or other writing shall modify this Agreement or otherwise be binding upon 11Giraffes unless expressly agreed to in writing by 11Giraffes.

PURCHASE AND SALE. Subject to the terms and upon the conditions contained in this Agreement, Buyer hereby agrees to purchase from 11Giraffes, and 11Giraffes agrees to sell to Buyer, the number of Music and/or Video Solutions for the period of years set forth on the first page of this Agreement; provided however that 11Giraffes is not selling to Buyer, and Buyer is not purchasing from 11Giraffes, any IP (as defined below), and the only rights being granted to Buyer in the IP are the rights of use with the Music and/or Video Solution. Buyer is independently responsible for obtaining all components of the audio or video system, including but not limited to the 11Giraffes Player and software (the "Buyer Components").

IP LICENSE. 11Giraffes hereby grants Buyer a non-exclusive, non-transferable, non-sublicensable limited license (the "License") to use the software, and any copyrights and other intellectual property of 11Giraffes or its affiliates ("IP") pertaining to Players and (and in the case of the software in object code only) solely in accordance with the following terms and conditions. The IP may only be used for the purposes and subject to the limitations in this Agreement. The IP contained in the Player (the "Player Software") may be used only to operate systems containing Players. Buyer may use the IP only for the purpose for which it was designed. Buyer shall not: (i) reverse engineer, disassemble, reverse translate, decompile or in any other manner decode any IP, or attempt to do so; (ii) modify, enhance, adapt, alter, create or prepare any derivative works from any IP; (iii) combine any Player Software with any other software not provided by 11Giraffes; (iv) remove any trademark notices, copyright notices, legends or any other proprietary marks or notices from the Player Software or any CD-ROM or other embodiment of the same; (v) sell, lease, distribute or otherwise transfer the Player Software or other IP; (vi) allow any other software to be used in conjunction with the Player; (vii) make use of the Player or any IP, including the Player Software with any other content management software/hardware platform; or

(viii) permit any third party to do any of the foregoing. One copy of the Player Software comes with the Player and may not be copied by the Buyer.

APPROVED PURPOSE. The Music and/or Video Solution is solely for use in connection with the Players and in the locations as identified on Schedule 1 herein. Notwithstanding anything to the contrary, it is an express condition of this Agreement, that neither Player(s) nor any component thereof may be used (i) for any purpose except solely as set forth in conjunction with the Music and/or Video Solution, or (ii) (A) for integration into audio or video systems outside of the Music and/or Video Solution; (B) to create, render, enhance or design any images for use or display by any party other than 11Giraffes or its affiliates, or (C) outside the stated locations (unless approved by 11Giraffes). The Buyer shall not transmit nor use the Music Solution outside the locations designated in this Agreement.

PROGRAM CHANGES. Buyer may change the program on the Music Solution twice each month during the Term. Please contact 11Giraffes at 1-888-744-0044 to request program changes to the Music Solution.

ANNUAL PURCHASE PRICE. This is the amount per Music and/or Video Solution as set forth on 11Giraffes' published rate and in effect on the date that Buyer signs the Agreement. The annual purchase price does not include any applicable sales, excise or other taxes not measured by the income of 11Giraffes ("Taxes"). The annual purchase price plus Taxes per Music and/or Video Solution is due upon installation of the Player and Music and/or Video Solution and thereafter on the anniversary of the date of installation. 11Giraffes will invoice Buyer at the address set forth on page 1 of this Agreement for the annual purchase price plus Taxes. Payment is due upon presentation of the invoice and may be made by check, credit card, on-line check or wire transfer as specified on the invoice.

PAYMENT TERMS. Payment of the Total Annual Purchase Price as set forth in the Content Management Services Agreement shall be due and payable in advance in full upon initiation of the applicable Service via on-line check, credit card payment, ACH or wired funds. Thereafter, payment of the Total Annual Purchase Price shall be due and payable at the commencement of each renewal term and 11Giraffes may automatically charge your credit card, on-line account, or ACH for the Total Annual Purchase Price for each renewal term or may invoice you for such amount. If you fail to pay any invoice as and when due, 11Giraffes may terminate your service. Different payment terms may apply for Buyer's purchasing 4 or more Players. Please contact 11Giraffes at 1-888-744-0044 for applicable payment terms.

LATE CHARGES: If Buyer fails to pay any amounts within ten (10) days of the presentation of an invoice, Buyer shall pay to 11Giraffes a late payment fee which shall be the lesser of 1.5% per month or the maximum rate allowed by law on such unpaid amounts, together with all costs and expenses (including legal fees) incurred by 11Giraffes in collecting such overdue amounts. Additionally if Buyer's check, on-line check, credit card or wired funds are returned due to insufficient funds or any other reason, then the Music and/or Video Solution will be turned off immediately and any and all use of content is to be immediately terminated by the Buyer.

BREACH BY BUYER. The following shall be considered a breach by the Buyer under this Agreement: (i) if Buyer's check, on-line check, credit card payment or wired funds are reversed or returned



due to insufficient funds or any other reason; (ii) failure to pay any amounts due per any invoice presented to Buyer after five (5) days' notice and failure to cure the same; (iii) any sale, lease, license or other transfer by Buyer of a Player, IP or Music and/or Video Solution without the prior written consent of 11Giraffes; (iv) failure by Buyer to observe any material obligation or covenant under this Agreement after five (5) days notice and failure to cure same; or (v) if any representation by Buyer under this Agreement shall be untrue, materially misleading or misleading for want of a statement to make the statements made not misleading (each a "Breach"). Breach of the Approved Purpose, without cure within (30) thirty days of breach, is grounds for termination of this Agreement for cause by 11Giraffes ("Termination for Cause").

11GIRAFFES REMEDIES. Notwithstanding anything to the contrary, in the event of any breach by Buyer, 11Giraffes, in its sole and absolute discretion, shall have the right, in addition to, and not in lieu of, any other right or remedy available to 11Giraffes, to (i) accelerate the payment date of all amounts under this Agreement and make the same immediately due and payable; (ii) refuse or delay any shipment of any content or content refresh until such breach is cured; (iii) terminate this Agreement; (iv) terminate the IP License and require Buyer to discontinue immediately the use of the Player and the Music and/or Video Solution ; or (v) in connection with a Termination for Cause the right to seek payment in full for all years remaining under the term.

AUTHORIZATION, NO CONFLICTS. 11Giraffes and Buyer each represents and warrants to the other that it has the full power to enter into and perform its obligations under this Agreement, and neither the execution of, nor the performance of its obligations under, this Agreement will violate any other agreement to which it is a party and that no third party consent is required.

11GIRAFFES WARRANTY. 11Giraffes warrants that during the Warranty Period (as hereinafter attached), each Player and each Music and/or Video solution activated by 11Giraffes to the Buyer will conform to 11Giraffes standard specifications and will be subject to 11Giraffes standard warranty included with the Players at the time of shipment or, in the case of services, including without limitation, the Music and/or Video Solution, in effect at the time each Buyer initiates the Music Solution.

INDEMNITY. Each party agrees to indemnify, defend, and hold harmless the other party, and its respective officers, directors, employees, agents, and successors, from and against any and all liability, loss, damages, claims or causes of action, and expenses, including reasonable legal fees and expenses, arising out of or related to such party's breach of any representation, warranty, covenant or agreement hereunder. This Section shall survive the expiration or earlier termination of this Agreement.
NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL 11GIRAFFES'S LIABILITY EXCEED THE AMOUNT OF THE PURCHASE PRICE ACTUALLY PAID TO 11GIRAFFES UNDER THIS CONTRACT.

FORCE MAJEURE. Any delay in the performance of any 11Giraffes duties or obligations will not be considered a breach if caused by a labor dispute, materials shortage, fire, earthquake, flood, riot, embargo, accident, fuel crisis, terrorism or any other event beyond 11Giraffes's control, provided that 11Giraffes uses reasonable efforts, under the circumstances, to notify Buyer of the circumstances causing the delay.

OTHER REMEDIES. Buyer acknowledges that if it breaches or threatens to breach any obligation under the Sections herein titled

"IP License" or "Approved Purpose" 11Giraffes may suffer immediate and irreparable harm and damage for which money alone cannot fully compensate 11Giraffes. Buyer therefore agrees that upon such breach or threatened breach, 11Giraffes shall be entitled to a temporary restraining order, preliminary injunction, permanent injunction or other injunctive relief, without posting any bond or other security, barring Buyer from violating any such provision. This section is not an election of any remedy, or a waiver of any right available to 11Giraffes under this Agreement or law, including the right to seek damages from Buyer for a breach of any provision hereof, nor shall it limit the rights or remedies available under applicable law for any violation of any provision of this Agreement.

CANCELLATION; CANCELLATION FEE. Buyer may cancel this Agreement at any time on sixty (60) days advance written notice to 11Giraffes. Buyer will be charged a cancellation fee of \$150 per player. 11Giraffes may automatically charge Buyer's credit card, on-line account, or ACH for the cancellation fee, may invoice Buyer for such amount or may deduct the amount of the cancellation fee from any refund that may be due to Buyer.

CHOICE OF LAW; ARBITRATION. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, United States of America as to construction, validity, performance and enforcement. All claims, actions or disputes arising out of this Agreement shall be resolved by binding arbitration in accordance with the rules of the International Chamber of Commerce and held in Charlotte, North Carolina. The arbitration procedure shall be carried out by three arbitrators who must be lawyers, familiar with the marketing and media industry, contracts related thereto with all arbitrators fluent in the English language and at least one arbitrator also fluent in the Spanish language. Each party shall have the right to choose one arbitrator, such election shall be made by the Parties within 3 weeks as of the receipt of a written notice requesting an arbitration procedure. The third arbitrator, who will act as President of the Arbitration Panel, will be chosen by the two previously elected arbitrators. If the arbitrators elected by the Buyer and 11Giraffes do not reach an agreement with respect to the third arbitrator within 4 weeks as of the date the last arbitrator was elected, the International Chamber of Commerce shall appoint the third arbitrator and the Parties may not dispute such appointment. Any award of the arbitrators (i) shall be in writing, (ii) shall be in English, and (iii) shall state the reasons upon which such award is based. The arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

NO ASSIGNMENT. Buyer shall not assign or otherwise transfer, in whole or in part, its rights or obligations under this Agreement without the prior written consent of 11Giraffes. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

GENERAL. If any provision hereunder is found to be illegal, invalid, or unenforceable, it shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remainder of this Agreement shall remain in full force and effect. No waiver of rights shall constitute a subsequent waiver of that or any other right. The parties are independent contractors. No agency, partnership, or joint venture is created between them by this Agreement, and neither party shall have the authority to bind the other party in any way.



SCHEDULE 1

List of Locations Serviced by this Content Management Services Agreement

Serial Number	Location Company Name	Address	City	State	Zip	Holiday Music *			
						1	2	3	4

* 11Giraffes offers holiday music from Thanksgiving Day through Christmas Day. Please indicate your selection above under the Holiday column.

Holiday Music Options:

1. secular holiday music
2. non-secular holiday music
3. secular & non-secular holiday music mixed into your existing music selection
4. no holiday music



SCHEDULE 2

The Elevator Channel, Inc. (dba 11Giraffes Company) STANDARD LIMITED WARRANTY

1.0 WARRANTY, DISCLAIMERS AND LIMITATIONS ON LIABILITY

1.1 The Elevator Channel, Inc. (dba 11Giraffes Company) (“11Giraffes”) warrants the 11Giraffes Players and Player Software to be free from manufacturing defects in material and workmanship for a period of twelve (12) months from the date of music and/or media service activation with 11Giraffes (“Warranty Period”). If an 11Giraffes Player and/or Player Software is determined to be defective by 11Giraffes during the Warranty Period, 11Giraffes shall repair or replace the 11Giraffes Player and Player Software, at 11Giraffes' option and at no charge to the customer.

1.2 ALL 11GIRAFFES PLAYERS WILL BE SOLD WITH SUCH WARRANTIES AND SUBJECT TO SUCH DISCLAIMERS, LIMITATIONS, AND OTHER CONDITIONS AS SET FORTH IN SECTION 1.1 ABOVE. SECTION 1.1 ABOVE REPRESENTS 11GIRAFFES SOLE WARRANTY AND THE CUSTOMER’S SOLE REMEDY. WITH THE EXCEPTION OF THE WARRANTY SET FORTH IN SECTION 1.1 ABOVE, 11GIRAFFES DISCLAIMS ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED. IF EXAMPLES WERE EXHIBITED TO THE CUSTOMER, THE EXAMPLES WERE FOR GENERAL INFORMATION PURPOSES ONLY AND SHALL NOT BE DEEMED A WARRANTY BY SAMPLE OR OTHERWISE HAVE ANY LEGAL EFFECT.

1.3 WARRANTY CLAIMS HEREUNDER MUST BE MADE PROMPTLY AND IN WRITING TO 11GIRAFFES, MUST RECITE THE NATURE AND DETAILS OF THE CLAIM, THE DATE THE CAUSE OF THE CLAIM WAS FIRST OBSERVED AND A DESCRIPTION OF THE PRODUCT(S) CONCERNED, AND MUST BE ACTUALLY RECEIVED BY 11GIRAFFES PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD. THE CUSTOMER MAKING THE WARRANTY CLAIM MUST RECEIVE FROM 11GIRAFFES A RETURN MERCHANDISE AUTHORIZED (RMA) NUMBER PRIOR TO SHIPPING THE PRODUCT TO 11GIRAFFES. ALL SHIPPING COSTS SHALL BE PAID BY THE END-USER PARTY MAKING THE CLAIM.

1.4 11GIRAFFES MAKES NO WARRANTY AND SHALL HAVE NO OBLIGATION UNDER PARAGRAPH 1.1 OR OTHERWISE TO THE CUSTOMER WITH RESPECT TO THE FOLLOWING (COLLECTIVELY, THE “EXCLUDED CLAIMS”): (I) CLAIMS, DAMAGES, LIABILITIES AND OTHER COSTS INCIDENT TO REPAIR OR REPLACEMENT OF 11GIRAFFES PRODUCTS OR PARTS REQUIRED THROUGH NORMAL WEAR AND TEAR OR NECESSITATED IN WHOLE OR IN PART BY FORCE MAJEURE, OR BY THE FAULT OR NEGLIGENCE OF THE CUSTOMER, (II) CLAIMS, DAMAGES, LIABILITIES AND OTHER COSTS INCIDENT TO THE 11GIRAFFES PRODUCTS OR PARTS HAVING NOT BEEN PROPERLY INSTALLED, USED, MAINTAINED, OR REPAIRED BY CUSTOMER, OR ANY OTHER USERS THEREOF, OR (III) CLAIMS, DAMAGES, LIABILITIES RESULTING FROM ANY SUCH 11GIRAFFES PRODUCTS OR PARTS SHALL HAVE BEEN MODIFIED IN ANY MANNER WITHOUT PRIOR WRITTEN CONSENT OF 11GIRAFFES OR ARE OTHERWISE USED IN A MANNER OTHER THAN THE USE SUCH PRODUCT OR PART WAS MANUFACTURED TO DO OR PERFORM.

1.5 IN NO EVENT SHALL 11GIRAFFES' LIABILITY, INCLUDING LIABILITY UNDER THIS SECTION EXCEED THE PLAYER AND PLAYER SOFTWARE PURCHASE PRICE PAID BY THE CUSTOMER TO 11GIRAFFES PURSUANT TO THE PURCHASE AGREEMENT.

1.6 THE CUSTOMER ACKNOWLEDGES THAT THE AMOUNTS TO BE PAID BY THE CUSTOMER PURSUANT TO THIS AGREEMENT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT 11GIRAFFES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT LIMITATION OF WARRANTIES AND THESE LIMITATIONS ON ITS LIABILITY.