



DIGITAL MEDIA UNIFICATION AND DISTRIBUTION

i-Showcase Communication Protocol (ICP)

End User License Agreement

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I-SHOWCASE COMMUNICATION PROTOCOL (ICP) SOFTWARE LICENSE AGREEMENT

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY. BY USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This agreement (the “**Agreement**”) is between i-Showcase, Inc. (the “**Service Provider**” or “**Provider**” or “**i-Showcase**”) and the end user (the “**User**” or “**You**” “**Your**” or the “**Company**”).

1. ACCEPTANCE OF TERMS

The Service Provider provides its service to the User subject to the following Terms of Service (“**TOS**”). The Service Provider may also offer other services that are governed by different Terms of Service.

2. DESCRIPTION OF SERVICE

The Service Provider grants User a personal, non-transferable and non-exclusive right and license to download and install i-Showcase Communication Protocol (“**ICP**” or “**Software**”) on User’s web server. ICP establishes a connection between User’s website and the manufacturer data center and retrieves contents from manufacturer data center and displays them on User’s website. Manufacturer data centers may be located on the Service Provider servers (“**i-Showcase Data Center**”) or on manufacturers’ data centers. But, ICP will retrieve and display the content seamlessly. ICP may also retrieve content from Service Provider’s independent repository server (“**i-Showcase Independent Repository**”) to provide you with other content.

This content (“**Content**”) may include product images, descriptions, specifications, news, and other related images and contents. The Content may be provided to you with specific design, structure, and color scheme, collectively known as Content format (“**Format**”) and you are required to use the same Format on your website.

Also, the Service Provider grants User access to i-Showcase Control Panel for retailers that allows User to define settings and the behavior of the ICP on the website.

ICP updates are periodically downloaded to Your website. In order to accomplish these updates, ICP downloads temporary files to Your website under i-Showcase folder, which will be removed upon successful updates.

ICP Compatibility: It is agreed and understood that the ICP is optimized and tested for the latest versions of the following web browsers at the time of design and development of the corresponding manufacturer’s template. For example, if a template is designed in 2009, it is optimized for the latest versions of the following browsers in 2009, unless the manufacturer requests an update on its template for browser optimization during the proceeding years.

Compatible web browsers are Internet Explorer, Mozilla Fire Fox, Google Chrome, and Safari.

3. MEMBER ACCOUNT, PASSWORD, SECURITY, BACKUPS



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User will receive an i-Showcase password and account ("**i-Showcase Account**") designation upon completing the Service's registration process. User is responsible for maintaining the confidentiality of the password and account and is fully responsible for all activities that occur under User's password or account. User agrees to: (a) immediately notify the Service Provider of any unauthorized use of User's i-Showcase Account or any other breach of security, and (b) ensure that User exits from User's i-Showcase Account at the end of each session. The Service Provider cannot and will not be liable for any loss or damage arising from User's failure to comply with this Section or any other part of this Agreement.

User shall also regularly make backup copies of all the data and files that are located on User's web server where ICP is installed. Such backups shall be kept in separate locations in order to ensure that User will be able to restore the server in the event that any failure happens.

In the event that a crash or failure occurs on User's web server and is determined that the crash is caused by the Software, then User shall notify Service Provider who may assist User in restoring the web server. User shall provide access to Service Provider of its web server and backup copies so that Service Provider may diagnose, repair, and/or restore such systems as needed.

User shall also perform beta testing to ensure that the Software is compatible with User's web server before launching the Software and/or Services.

4. INDEMNITY

You agree to indemnify and hold the Service Provider and its subsidiaries, affiliates, officers, agents, employees, partners, owners, and licensors harmless from any claim or demand, including reasonable attorneys' fees and costs, due to or arising out of the Service, Your use of the Service, Your connection to the Service, Your violation of the TOS, or Your violation of any rights of another.

5. NO RESALE OF SERVICE

User agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, or private purposes any portion of the Service, use of the Service, or access to the Service.

6. TERMINATION

User understands and reserves the right to cancel this contract at any time at User's sole discretion with no penalty as long as all proper and applicable service charges and payments for the Service are paid in full to the Service Provider.

User agrees that the Service Provider may, *under certain circumstances*, immediately terminate User's i-Showcase Account and Service, and access to the Service. Cause for such termination shall include but not be limited to: (a) breaches or violations of the TOS or other incorporated agreements or guidelines; (b) requests by law enforcement or other government agencies; (c) a request by User (self-initiated Service termination); (d) nonpayment of any fees owed by User in connection with the Services.

Termination of User's i-Showcase Account includes (a) removal of access to all offerings within the Service, including but not limited to i-Showcase Remote Content Management System and Database, and (b) barring of further use of the Service. This will cut off use of the Service by User's Clients as well.



7. I-SHOWCASE'S PROPRIETARY RIGHTS

User acknowledges and agrees that the Software and any other necessary software used in connection with the Software contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by the Service Provider, User agrees not to modify, rent, lease, loan, sell, distribute, decompile, or create derivative works based on the Service or the Software, in whole or in part.

The Service Provider grants User a personal, non-transferable and non-exclusive right and license to use the object code of its Software and Service; provided that User does not (and does not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. User agrees not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Software. User agrees not to access the Software by any means other than through the interface that is provided by the Service Provider for use in accessing the Software.

8. CONTENT COPYRIGHT AND OWNERSHIP

You understand and agree that the Content that is provided to you by any manufacturer is the property of that manufacturer and that manufacturer is the copyright holder of such content. The providing manufacturer reserves the right, at its own discretion, with no obligation to you, to discontinue providing the content, at any time, for any reason.

You are granted a personal, non-transferable, and non-exclusive right to use the Content provided by either the manufacturer or i-Showcase Independent Repository as provided to you and you understand and agree that you do not copy, modify, use, or reuse this Content except in the format and manner that is provided to you.

9. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. THE SERVICE PROVIDER AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, OWNERS, AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (ii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE; (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SOFTWARE WILL MEET YOUR EXPECTATIONS.
- b. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE PROVIDER OR THROUGH OR FROM THE SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

10. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE PROVIDER AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS,



GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE. IN THE EVENT OF LITIGATION, ARBITRATION, OR MEDIATION THE MAXIMUM AMOUNT OF DAMAGES THAT USER MAY CLAIM IS LESS THAN OR EQUAL THE TOTAL AMOUNT OF THE LICENSE FEES THAT USER HAS PAID TO SERVICE PROVIDER.

11. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

12. GENERAL INFORMATION

Entire Agreement. This Agreement and the TOS contained therein constitute the entire agreement between User and the Service Provider and govern User's use of the Service, superseding any prior agreements between User and the Service Provider with respect to the Software. User also may be subject to additional terms and conditions that may apply when User uses or purchases certain other i-Showcase services, affiliate services, third-party content or third-party software.

Non-Refundable Payments. All payments made under this Agreement or any other related Agreement to Service Provider by User are non-refundable.

Choice of Law and Forum. This Agreement and the TOS and the relationship between User and the Service Provider shall be governed by the laws of the State of California without regard to its conflict of law provisions. User and the Service Provider agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Los Angeles, State of California, and California law shall apply.

Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

Waiver and Severability of Terms. The failure of the Service Provider to exercise or enforce any right or provision of this Agreement and/or the TOS shall not constitute a waiver of such right or provision or any other right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement and the TOS remain in full force and effect.



Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement will be binding unless it is in writing and signed by both parties. No provisions in either party's correspondence or other business forms used by either party will supersede or add to the terms and conditions of this Agreement.

Word Usage. Unless the context clearly requires otherwise, (a) the plural and singular numbers are each deemed to include the other; (b) the masculine, feminine, and neuter genders are each deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.

Inconsistency. Should any inconsistency exist or arise between a provision of this Agreement and a provision of any exhibit, schedule, or other incorporated writing, the provision of this Agreement will prevail.

Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing may not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Survival. Except as otherwise expressly provided in this Agreement, all representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement forever or until the maximum time allowed by either Federal, State, or local law, whichever is longer.

