

I-SHOWCASE AGREEMENT AND TERMS OF USE

This i-Showcase AGREEMENT (the “**Agreement**”) is between i-Showcase, Inc., a California corporation (hereinafter referred to as “**i-Showcase**”), and client who uses one or more of i-Showcase’s services and/or software (hereinafter referred to as “**Client**”). By using any one or more of i-Showcase’s services and/or software Client understands, confirms, and agrees to the terms of this Agreement.

RECITALS

1. PROJECT DESCRIPTION

The detailed description of the services i-Showcase will provide to Client under this Agreement is contained in the Project Functional Specification Addendum (“**PFSA**”), which i-Showcase emails or mails it to the Client. The PFSA is an integral part of this Agreement and will be executed by both parties and its terms shall control the actual services provided by i-Showcase to Client under this Agreement.

The Project shall include any custom work requested by Client. This custom work may include, but shall not be limited to, any software installation, programming, data entry, graphic design, and photography.

Projects are delivered in different phases (hereinafter referred to as “**Milestones**”). The Milestones for each Project are defined in the PFSA. The PFSA provides estimated dates of completion for each Milestone. Client hereby acknowledges that these dates are estimated and not a guaranteed completion date. The estimated dates may change as a result of numerous factors such as delays in Client providing initial materials and access to i-Showcase, delay in payment, changes requested by Client, and other factors further detailed in this Agreement. While i-Showcase will attempt to meet the estimated dates stated in the PFSA, both parties acknowledge that these dates are estimates subject to reasonable change.

Milestones consist of numerous Work Breakdown Structures (“**WBS**”) and tasks (“**Tasks**”). WBSs and tasks are smaller manageable sections of each Milestone and are defined in detail in the PFSA. Specifically, WBSs are the functionalities shown in the respective tables in the PFSA, such as i-Showcase CMS Installation, i-Search, i-Promot, etc. Tasks are listed under each WBS table.

2. ACCEPTANCE CRITERIA

At the end of each Milestone, i-Showcase shall deliver all the Tasks under each WBS to Client as they are developed and tested by i-Showcase, at which point Client shall have a reasonable opportunity, not to exceed ten (10) calendar days, to utilize and test such Tasks. If, in Client’s reasonable judgment, such Tasks meet the acceptance criteria (“**Acceptance Criteria**”) set forth in the PFSA, Client will be deemed to have accepted such Tasks. If Client does not communicate any issues relating to the Tasks delivered by i-Showcase within the ten (10) day period, it shall be deemed that Client has accepted the Tasks as delivered.

The Acceptance Criteria are based on Tasks defined under each WBS in the PFSA: each Task is expected to be operational and work properly to i-Showcase system standards and as intended and described in the PFSA. If the Task meets these criteria and Client is still not satisfied with such Task, any additional work requested by the Client shall be considered a change order (“**Change Order**”) defined under the section “Change Order” below. If Client determines, based on its reasonable judgment, that a Task does not meet the Acceptance Criteria, and i-Showcase agrees with such opinion, then i-Showcase shall bring such Task into conformance with such Acceptance Criteria as soon as reasonably practicable, and in any event as close as possible to the timeline set forth in the PFSA.

Upon completion of all Tasks in a Milestone by i-Showcase, and acceptance of such Tasks by Client, it shall be deemed that such Milestone has been achieved. Once the Milestone is achieved, Client shall execute an acceptance form (“**Acceptance Form**”) acknowledging that the Milestone has been achieved and shall make the payment which became due and payable to i-Showcase upon completion of such Milestone. The schedule of payments due for the Project, including the payments due upon achievement of each Milestone is specified in the PFSA.

3. CHANGE ORDER

In the case that Client decides to change or add a Task after signing this Agreement and PFSA, Client should request a change order (“**Change Order**”). In such a case where a Change Order is requested, i-Showcase shall consider the feasibility of such request. If such request is not feasible for implementation, then i-Showcase will inform the Client that such request cannot be delivered. If such request is feasible, then i-Showcase will inform Client of the increased amount and time that this Change Order costs Client. Then, Client has the option to accept or deny the offer. If Client accepts the offer, then, i-Showcase will append the new change requests, cost, and timelines to the PFSA in a change order document (“**COD**”) as an attachment to the PFSA. Client shall pay the initial down payment defined in the COD and i-Showcase starts working toward this Change Order according to the timeline defined in the COD. Any Change Order may delay or postpone all the milestone dates specified in the PFSA.

4. i-Showcase SOFTWARE DEFINITION

Any code, whether developed or provided by i-Showcase, in any programming language, is considered to be software (“**Software**”). i-Showcase Content Management System (“**i-Showcase CSM**”) and/or i-Showcase Remote Content Management System (“**i-Showcase R-CSM**”) that is installed on a web server to manage and manipulate Client’s website is also part of the Software. The i-Showcase CSM and R-CMS shall include, but not limited to, all the features, functionalities, images, and codes that are provided and accessible from the backend, which are located and accessible in a password protected area. The i-Showcase CSM and R-CMS shall also include, but not limited to, some front-end features like source code of regular and advanced search (i-Search), diamond search (i-Diamond), promotion manager (i-Promo), shopping cart (i-Cart), and quote request (i-Quote). The programming language may include, but shall not be limited to, PHP, C, C++, and JAVA. Any database (“**Database**”) that works in conjunction with the Software shall be considered part of the Software. All graphics, photos, images, icons, HTML code, or CSS code that are created or provided by i-Showcase shall also be considered part of the Software. The data in the Database that is created by Client is not part of the Software. All graphics, photos, images, icons, HTML code, CSS code, or software codes that are provided by Client to be used in the Project are not considered as part of the Software. The front end graphics, HTML codes, and CSS codes uniquely designed and developed by i-Showcase for the Client defined under the section “Custom Graphics and CSS Design” in the PFSA are not part of the Software and shall be transferred to the Client upon request.

5. BROWSER COMPATIBILITY

Client acknowledges that i-Showcase only supports and tests systems for the last two versions of browsers developed by IE, Firefox, Chrome, and Safari and no other browsers. If compatibility changes on future versions of these browsers, Client shall be required to retain i-Showcase and to pay additional sums to i-Showcase for resolutions related to compatibility issues arising from the newer browser versions. i-Showcase will not be responsible for providing such services at no additional cost under this Agreement.

6. AUTHORIZATION AND COOPERATION BY CLIENT

Client hereby authorizes i-Showcase to commence working on the Project described in this Agreement and the related PFSA and agrees to cooperate with i-Showcase by using its best efforts and by making available to i-Showcase all of the reasonably necessary materials, content, concepts, access to FTP or control panels, media assets, and any other resources needed by i-Showcase to commence its services under this Agreement. Failure by Client to provide such items in a timely manner shall result in delays in the completion of the various Milestones and the deadlines approximated by i-Showcase shall be extended for the number of days by which Client delayed providing such items to i-Showcase.

7. PAYMENT DEFINITIONS AND TERMS

This Agreement requires three types of payments which are defined as follows:

- (A) Project payments, which are listed in PFSA under (“**Project Payments**”) section;
- (B) Recurring payments for services, which are identified in PFSA as “**Product Data Integration and Management**”, “**Search Engine Optimization**” fees, “**Search Engine Marketing Management**” fees, and “**Prepaid Engineering Hours**”, (collectively referred to as the “**Service Payments**”); and
- (C) Recurring payments for license fees, which are identified in PFSA as “**i-Showcase CMS License Fee**”, “**i-Showcase R-CMS License Fee**”, “**i-Diamond License Fee**”, “**i-Quote Request License Fee**”, and “**i-Search License Fee**”, (collectively referred to as the “**License Payments**”).

a. **PROJECT PAYMENTS**

Project Payments are **NOT REFUNDABLE**. Thirty-Three percent (33%) of the total Project Payments stated in the PFSA shall be paid by Client to i-Showcase upon Client's execution of this Agreement and the related PFSA. i-Showcase's duty to commence its services under this Agreement shall begin upon its receipt, in good funds, of this initial payment from Client and receipt of this Agreement and the PFSA, as executed by Client.

The remaining Project Payments due by Client to i-Showcase under this Agreement, and the related due dates of such payments, are set forth in the PFSA.

b. **SERVICE PAYMENTS:**

Service Payments are **NOT REFUNDABLE** and are divided into five categories, namely, (1) Product Data Integration and Management, (2) Design, (3) Engineering, (4) Search Engine Optimization or SEO ("**SEO**"), and (5) Search Engine Marketing Management or SEMM ("**SEMM**"). The rate values are defined in the PFSA. Product Data Integration and Management is the process of integrating the product data into the Client's website based on the Client's request and making it unique to the Client's website. The actual average cost of such data integration and management is typically between \$6000 to \$15000 for each manufacturer depending on the number of products needed to be integrated and managed. i-Showcase charges a nominal small monthly fee for this service that is defined in PFSA, however, if the Client does not pay or stop paying this nominal monthly fee, then, i-Showcase will remove and destroy such data and content from Client's website. The user interface design, including graphic design, CSS, HTML coding, and non-technical support shall be deemed Design and be subject to Design fee rates. All programming including PHP/MySQL, software maintenance, updates and update installation, feature development, and technical support shall be deemed Engineering and be subject to Engineering fee rates. All the efforts to optimize webpages to show up for specific keywords in organic search engine results shall be deemed SEO and be subject to SEO fee rates. The management of Pay-Per-Click or PPC ("**PPC**") campaigns shall be deemed SEMM and be subject to SEMM fee rates.

c. **TAX AND REFUNDABILITY**

If at any time during the term of this Agreement, under the laws of the United States, any state or any political subdivision thereof, a tax or excise or other tax (except income tax), however described, is levied or assessed by the United States, any state or any political subdivision thereof against i-Showcase on account of any sum to be paid under this Agreement, all such tax or excise or other taxes shall be paid by Client except net income tax, inheritance, estate succession, transfer, gift, franchise, corporate, net profit or capital tax that may be imposed upon i-Showcase. Whenever i-Showcase shall receive any statement or bill for any such tax or i-Showcase shall otherwise be required to make any payment on account thereof, Client shall pay the amount thereof due hereunder within thirty (30) days after demand thereof accompanied by delivery to Client of a copy of such tax statement, if any. Any and all payments made by Client to i-Showcase under this Agreement are non-refundable.

d. **AUTOMATIC EXPIRATION OF SOFTWARE AND DATABASES**

i-Showcase reserves the right to program the Software, the databases, and all other products it provides to Client under this Agreement to expire on a regular basis and to provide a renewal code to Client at such expiration time if Client is current on its payments owed to i-Showcase under this Agreement at the time of the expiration. The expiration term of the software shall occur more frequently than every thirty (30) days. In the event Client fails to make its payments to i-Showcase under this Agreement within the grace period and the automatic expiration causes the software, the databases, and other products to stop working, i-Showcase will not be liable for any losses incurred by Client as a result of Client and its customers being unable to access the Software, the databases and other products provided by i-Showcase to Client under this Agreement. If the Software expires as a result of a lack of payment and Client does pay the past due amounts to i-Showcase under this Agreement, i-Showcase reserves the right to charge Client a Two Hundred Fifty Dollars (\$250.00) reactivation fee payable by Client prior to i-Showcase providing a reactivation key to Client for the Software, the databases and other products. Said reactivation fee shall be due and payable by Client each time the Software and other products expire as a result of Client's failure to make timely payments under this Agreement. Client must be current with respect to all of its obligations to i-Showcase under this Agreement in order for Client to receive a reactivation of the Software and other products.

8. CLIENT REVISIONS

Client is limited to a maximum of two (2) revisions per each Task that is accomplished by i-Showcase and any such revision shall be requested within ten (10) calendar days of i-Showcase's delivery of such Task to Client for approval pursuant to the acceptance procedure as set forth in Section 1 above. Any revision requested by Client will be reviewed by i-Showcase, which, in its own reasonable discretion, will decide whether the requested revision can be performed without performing the Change Order process described in Section 3 above. If a revision request requires changing the fundamental structure or concept of a Task, then it shall perform the Change Order process.

9. DELAYS

If at any time during the term of this Agreement Client unreasonably delays responding to i-Showcase's requests, and such delay prevents the Project from moving forward by more than twenty percent (20%) of the total estimated required delivery time detailed in the PFSA, then Client shall be deemed to be in breach of this Agreement. In such an event, i-Showcase will provide a statement to Client describing all work performed by i-Showcase through such date, including the total amount due for such work, and Client agrees to pay such amount in full within ten (10) calendar days of being presented with such statement.

If i-Showcase unreasonably delays, with unreasonable delay defined as a delay of more than forty-five (45) days, in achieving a Milestone than that provided in the PFSA (unless such delay is caused by Client's actions) without Client's approval, or fails to perform as provided in this Agreement, then i-Showcase shall be deemed in breach of this Agreement and Client shall be entitled to terminate this Agreement as provided in Section 17 of this Agreement.

10. PRODUCT DATA INTEGRATION AND MANAGEMENT

Product Data Integration and Management is the process of integrating the product data, including images, specifications, unique descriptions, unique meta titles, and unique meta descriptions, into the client's website based on the client's request. If Client hires i-Showcase to manage the content and data on Client's website, then i-Showcase start this task after Milestone I is achieved. Client acknowledges and confirms that the client has proper permission and authorization from each and every manufacturer or copyright holder of the data that i-Showcase is hired to manage. Client also acknowledges and confirms that if there is specific policy from any manufacturer or copyright holder of the data, then it is client's duty and responsibility to notify i-Showcase in a timely manner. In such a case, i-Showcase will apply the new requirement within 45 days from the day i-Showcase was notified in order to comply with the manufacturer's or the copyright holder's policy and requirement only if the policy and requirement is feasible for i-Showcase to implement and apply. If the policy or requirement is not feasible, then i-Showcase will notify the client and it becomes client's sole responsibility to decide and notify i-Showcase whether the Client would like to keep the data or remove it.

11. MAINTENANCE AND TECHNICAL SUPPORT

All maintenance and technical support not otherwise included within the definition of Project Payments, Service Payments or License Fee Payments defined in this Agreement or the PFSA are subject to regular Design or Engineering charges as set forth in the PFSA unless otherwise agreed upon in writing by the parties. i-Showcase will advise Client in writing, prior to performing any such maintenance or technical support, whether any such maintenance or technical support requested by Client is not included within the Project Payments, Service Payments or License Fee Payments hereunder. i-Showcase will not undertake any such maintenance or technical support, or charge Client for such excluded services without the prior written consent of Client.

12. PREPAID ENGINEERING HOURS

Client may elect to prepay four hundred and eighty (480) Engineering or Design hours at a discounted rate for the entire twelve (12) months (hereinafter referred to as the "**Prepaid Engineering Hours**"), with the first such payment being required on the first (1st) recurring payment date (the "**Engineering Begin Date**"). Client shall pay the prepaid engineering hours in twelve (12) equal monthly payments as provided in the PFSA. At the end of twelfth (12th) month, any unused hours will be forfeited by Client. Client agrees to maintain this plan for a minimum period of the first twelve (12) months after the Engineering Begin Date. If Client cancels the Prepaid Engineering Hours arrangement prior to the end of such twelve (12) month term, Client must then pay the difference between the discounted rate and full Engineering or Design rate for every single hour that the i-Showcase provided engineering or design service to Client during such time period.

13. SYSTEM BACKUPS AND RECOVERY

In some situations, i-Showcase may decide, at its own sole discretion, to allow the Software to be installed on Client's web server. If the Software is installed on Client's own web server, then Client is responsible for any and all costs associated with the hardware and data recovery in case of any failure. Therefore, Client is responsible to create a hardware and software backup system on the designated web server to regularly back up the content and the database.

Client shall also perform beta testing to ensure that Software and/or Services provided by i-Showcase are compatible with Client's computer and/or electronic systems before launching the Software and/or Services on its systems.

i-Showcase will provide reasonable assistance at the Engineering fee rate to Client in order to enable Client to determine whether the Software and/or Services are compatible with and will function on Client's computer and/or electronic systems and hardware and software backup systems.

In the event that a crash or error occurs on Client's server due to the Software and/or Service failure, Client shall notify i-Showcase which shall reasonably assist Client in restoring the server at the Engineering fee rate. Client shall provide i-Showcase with access to Client's server or restricted areas of the system, in order that i-Showcase may diagnose, repair, and/or restore such systems as needed.

14. INDEMNITY

Except as provided herein, Client agrees to indemnify and hold i-Showcase and its subsidiaries, affiliates, officers, agents, employees, partners, shareholders, predecessors, successors, assignees, licensees and licensors harmless from any and all claims or demand from any party due to or arising out of services provided by i-Showcase to Client under this Agreement, Client's use of or connection with the services provided by i-Showcase under this Agreement, Client's violation of any and all terms of this Agreement, or Client's violation of any rights of any third party.

15. LICENSE

i-Showcase hereby grants Client a personal, non-transferable and non-exclusive right and license to use the Software (the "License"); provided that Client does not personally, or through any third party, 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. Client shall not modify the Software in any manner or form, nor shall Client use modified versions of the Software, including but not limited to the purpose of obtaining unauthorized access to the Software. Client agrees not to access the Software by any means other than through the interface that is provided by i-Showcase for use in accessing the Software. Client acknowledges and agrees that the CMS or R-CMS software provided by i-Showcase will only be installed on third party servers that are provided by i-Showcase. Since i-Showcase has proprietary content on these servers, access to these servers by Client is prohibited except through the interface that is provided by i-Showcase.

Client may not assign or otherwise transfer the License and its benefits under this Agreement to any party without the written consent of i-Showcase, which consent can be withheld at i-Showcase's sole discretion. Any consent provided by i-Showcase shall be in writing executed by all parties including the assignee or successor whereby such assignee or successor agrees to be bound by the terms and conditions of this Agreement and the PFSA.

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

16. TERMINATION

Client shall have the right to cancel this Agreement at any time during the Project timeline at Client's sole discretion without penalty to Client as long as all proper and applicable service payments and project payments for the Services and Projects i-Showcase has accomplished to the date as provided for in this Agreement and PFSA are paid in full by Client to i-Showcase. The amount due from Client to i-Showcase shall be calculated as follows: if i-Showcase has worked X hours toward the Project and if Client decides to cancel the Agreement for any reason other than breach of contract by i-Showcase, Client shall then be required to pay for X hours multiplied by the proper rate (Design/Engineering) less the sum of all Project Payments made by Client toward the Project (excluding License Fee Payments).

If Client cancels the Agreement due to i-Showcase's breach of contract, then Client shall not be obligated to pay such outstanding charges and payments, so long as the Software and Tasks to which such charges and payments pertain have not been delivered to and accepted by Client.

Client agrees that i-Showcase may, under certain circumstances, terminate the Software, License, Project and Service. Cause for such termination shall include: (a) breaches or violations of the Agreement or other incorporated agreements or guidelines; (b) requests by law enforcement or other government agencies; (c) a request by Client; or (d) nonpayment of any fees owed by Client in connection with the Project.

In the event of breach by either party, the non-breaching party shall provide the breaching party with written notice of the breach. If the breaching party does not cure such breach within ten (10) business days of receipt of such notice, then the non-breaching party shall have the right to terminate this Agreement as provided in this Section.

17. BUGS AND ISSUES IN THE SYSTEM

Client is required to report any bugs, issues, and problems to i-Showcase within three (3) calendar days of Client detecting such issues, and i-Showcase shall fix the issues at no additional cost to Client if the reported issue is within the scope of the Project defined in the PFSA and if Client's account with the i-Showcase is in compliance with the terms of this Agreement and current with respect to all payments due through that time. i-Showcase, at its own reasonable discretion, shall decide whether the reported issue is within the scope of the Project and should be fixed at no additional cost to Client or whether the reported issue is not within the scope of the Project requiring Client to submit a written request for a Change Order. Whether such fix is made at no additional cost to Client or pursuant to a Change Order that will result in additional cost to Client, i-Showcase shall provide such fix as expeditiously as commercially reasonable, subject to factors such as the severity and business necessity of the fix.

18. PROPRIETARY RIGHTS AND COPYRIGHTS

Client acknowledges and agrees that all Software source codes, defined in this Agreement and the PFSA, developed and/or provided by i-Showcase contain proprietary and confidential information are legally owned by i-Showcase, irrespective of whether i-Showcase has or has not filed for copyright or patent protection for such items, and is protected by applicable intellectual property and other laws. Except as expressly authorized by i-Showcase, Client 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 copyright of any graphics, photos, images, icons, HTML code, or CSS code that are provided by i-Showcase and which are not considered as part of the Software, at i-Showcase's sole discretion, shall be transferred to Client upon completion of the Project and Client's payment in full of all amounts due under this Agreement.

Any media asset, including but not limited to, photos, images, videos, icons, content, data, or software code that is provided by Client shall remain the property of Client. Client guarantees that Client has full permission to use any and all of the assets of any kind provided by Client to i-Showcase and Client accepts all responsibilities for using such assets.

19. LIMITED WARRANTY

i-Showcase provides Client the following limited warranties:

- a. That in connection with the Software being developed by i-Showcase or, for that portion of the Software which incorporates a third party code is used, i-Showcase has the right to license the use of such code to Client and that such Software does not infringe any third party rights;
- b. That the software will perform as described in the PFSA;
- c. That, to the best of i-Showcase's knowledge, the Software conforms with all data protection and privacy laws; and
- d. That the Software utilizes and is compatible with all commercially reasonable safeguards and technologies for keeping the data and information in a secure environment and protected from unauthorized access. However, Client acknowledges that as websites are available to the public at large, i-Showcase does not provide any warranty against unauthorized access to the information on the database on such publicly accessible websites.
- e. That if the Software is installed on a third party server provided by i-Showcase, and if errors or issues arise, i-Showcase will assist the third party server provider company to resolve the issue in a timely manner.

This constitutes the entire warranty and i-Showcase does not warranty any other matter unless written and signed by both parties.

20. DISCLAIMERS

a. DISCLAIMERS OF WARRANTIES

CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT:

- I. I-SHOWCASE AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, OWNERS, AND LICENSORS MAKE NO WARRANTY THAT THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.
- II. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM I-SHOWCASE OR THROUGH OR FROM THE SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

b. DISCLAIMER RELATING TO SEARCH ENGINE OPTIMIZATION (“SEO”)

Client acknowledges that SEO is an art and not a science and that i-Showcase cannot and does not guarantee any results relating to the SEO services it will provide to Client under this Agreement as detailed in the PFSA.

SEO is an optional service and Client may elect, at its own sole discretion, to hire i-Showcase for SEO.

With respect to the SEO services, Client further acknowledges and agrees that (1) i-Showcase has no control over the policies of search engines with respect to the types of websites and/or content that they accept now or in the future; (2) Client’s website may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory entity; (3) due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms and other competitive factors, i-Showcase does not guarantee positions or traffic levels for any particular keywords, phrases or search terms but will make reasonable efforts to increase rankings; (4) Occasionally, search engines will stop accepting submissions for an indefinite time period; (5) i-Showcase does not control search engine policies nor does it claim to have a special partnership with any of the search engines; (6) Occasionally, search engines will drop listings for no apparent or predictable reason and often listings will “reappear” without any additional submission and that should Client’s listing not appear, i-Showcase will resubmit Client’s website and/or relevant listing information based on the current policies of the search engine in question; (7) i-Showcase reserves the right, but has no obligation, to consult with Client regarding social media content and positioning; and (8) i-Showcase is not responsible for changes made to Client’s website by other parties that adversely affect the search engine or directory rankings of Client’s website.

c. DISCLAIMER RELATING TO SEARCH ENGINE MARKETING MANAGEMENT (“SEMM”)

Client acknowledges that SEM is also an art and not a science and that i-Showcase cannot and does not guarantee any results relating to the SEMM services it will provide to Client under this Agreement as detailed in the PFSA. Client also acknowledges that there are numerous sources where the budget it approves for SEM purposes may be spent and that while i-Showcase will make recommendations on the budget and which sources it believes will work for Client, such recommendations are opinions only and Client acknowledges the trial and error nature of SEM and agrees that both the budget and the sources used will have to be experimented with as results are reviewed by it and i-Showcase.

SEMM is an optional service and Client may elect, at its own sole discretion, to hire i-Showcase for SEMM.

i-Showcase provides SEM management services and charges the Client only for these management fees. However, Client is charged for SEM marketing spending directly by the Internet marketing companies (likes Google Adwords) and i-Showcase does not process these charges.

d. ADDITIONAL DISCLAIMERS OF WARRANTIES FOR SEO AND SEMM

I-SHOWCASE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, FOR NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PURPOSE. I-SHOWCASE DISCLAIMS ALL GUARANTEES REGARDING POSITIONING OR THE LEVELS OR TIMING OF (I) COSTS PER CLICK, (II) CLICK THROUGH RATES, (III) DELIVERY OF ANY IMPRESSIONS ON ANY WEB SEARCH NETWORK SITES, (IV) CLICKS, (V) CONVERSIONS FOR ANY ADS, (VI) CALLS, OR (VII)

COSTS PER CALL. I-SHOWCASE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. ANY LIABILITY OF I-SHOWCASE TO CLIENT UNDER THIS AGREEMENT SHALL BE FURTHER LIMITED AS PROVIDED IN SECTION 21-g BELOW.

e. DISCLAIMER RELATING PRODUCT DATA INTEGRATION AND MANAGEMENT

I-SHOWCASE DOES NOT WARRANT OR REPRESENT THAT THE DATA IT INTEGRATES TO THE CMS OR R-CMS UNDER THIS AGREEMENT WILL CONTINUE TO BE AVAILABLE IN THE SOFTWARE, OR WILL CONTINUE TO BE DEVELOPED, PRODUCED, LICENSED, OR DISTRIBUTED WITH OR AS PART OF THE SOFTWARE OR AT ALL, OR THAT THEY WILL NOT BE MODIFIED, REPLACED, ADDED TO, REDUCED, OR DISCONTINUED. THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF THE STATUS, CONTENTS OR AVAILABILITY OF THE PRODUCT DATA. IN THE EVENT I-SHOWCASE IS UNABLE, AS A RESULT OF ITS LICENSE OR RIGHT TO UTILIZE THE PRODUCT DATA BEING TERMINATED FOR ANY REASON, CLIENT SHALL, UPON RECEIPT OF WRITTEN NOTICE FROM I-SHOWCASE, IMMEDIATELY DESTROY THE PRODUCT DATA AND ANY OTHER DATA CLIENT PREVIOUSLY OBTAINED FROM I-SHOWCASE AND SHALL PROVIDE PROOF OF SUCH DESTRUCTION TO I-SHOWCASE. I-SHOWCASE ALSO DOES NOT WARRANTY THE ACCURACY OF THE PRODUCT DATA IT OBTAINS FROM VARIOUS MANUFACTURERS NOR DOES I-SHOWCASE WARRANTY THE ACCURACY OF THE DATA IT MANIPULATES FROM THE DATA PROVIDED BY THE MANUFACTURERS OR THE DATA CLIENT IS REQUESTING I-SHOWCASE TO MANAGE. CLIENT ACKNOWLEDGES THAT ERRORS CAN EXIST IN SUCH PRODUCT DATA, INCLUDING THOSE CONTAINING THE MANIPULATED DATA, AND THAT I-SHOWCASE SHALL NOT BE RESPONSIBLE FOR ANY SUCH ERRORS OR DAMAGES RESULTING TO CLIENT OR ITS CUSTOMERS FROM SUCH ERRORS.

f. HOSTING, TOOLS, AND UTILITIES

FOR CLIENT'S CONVENIENCE, I-SHOWCASE MAY, IN ITS SOLE DISCRETION, MAKE AVAILABLE AS PART OF THE SERVICES OR IN ITS SOFTWARE PRODUCTS, HOSTING, TOOLS AND UTILITIES FOR USE AND/OR DOWNLOAD. I-SHOWCASE DOES NOT MAKE ANY WARRANTY OR ASSURANCES WITH REGARD TO THE ACCURACY OR AVAILABILITY OF THE SERVICE, RESULTS, OR OUTPUT THAT DERIVES FROM SUCH USE OF ANY SUCH HOSTING, TOOLS, AND UTILITIES. THE LIMITATION ON DAMAGES IN SECTION 21-g BELOW APPLIES FULLY AND COMPLETELY TO ANY SUCH HOSTING, TOOLS AND UTILITIES. CLIENT AGREES TO RESPECT THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES WHEN USING ANY HOSTING, TOOLS, OR UTILITIES THAT MAY BE MADE AVAILABLE ON THE SERVICES OR IN I-SHOWCASE SOFTWARE PRODUCTS. I-SHOWCASE IS NOT A HOSTING COMPANY AND IF HOSTING IS PROVIDED AS PART OF THE SERVICE TO THE CLIENT, THEN CLIENT IS BOUND TO THE TERMS AND CONDITIONS OF THE THIRD PARTY HOSTING COMPANY FOR USING SUCH SERVICE. I-SHOWCASE DOES NOT WARRANT OR REPRESENT THAT THE THIRD PARTY HOSTING IS FREE OF ERRORS AND ISSUES AND I-SHOWCASE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES RESULTING TO CLIENT OR ITS CUSTOMERS FROM SUCH ERRORS AND ISSUES.

g. LIMITATION OF LIABILITY

CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT I-SHOWCASE AND ITS SUBSIDIARIES, AFFILIATES, SUCCESSORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO CLIENT 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 ANY CLAIMS, INCLUDING BUT NOT LIMITED TO: (i) THE USE OR THE INABILITY TO USE THE SOFTWARE AND 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 CLIENT'S TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SOFTWARE OR SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SOFTWARE OR SERVICE PROVIDED TO CLIENT UNDER THIS AGREEMENT.

IN THE EVENT OF ANY DISPUTE BETWEEN CLIENT AND I-SHOWCASE THAT ARISES FROM THIS AGREEMENT, CLIENT HEREBY EXPRESSLY AGREES THAT ITS TOTAL RECOVERY FROM SUCH DISPUTE, IF CLIENT PREVAILS, WILL BE LIMITED TO THE TOTAL AMOUNT ACTUALLY PAID BY CLIENT TO I-SHOWCASE UNDER THIS AGREEMENT. CLIENT HEREBY EXPRESSLY AGREES TO WAIVE ANY AND ALL AMOUNTS IT MAY BE ENTITLED TO RECOVER AGAINST I-SHOWCASE, AS A RESULT OF SUCH DISPUTE THAT EXCEEDS THE AMOUNT PAID BY CLIENT TO I-SHOWCASE UNDER THIS AGREEMENT. FOR THE PURPOSES OF

COMPUTING THE TOTAL RECOVERY CLIENT MAY BE ENTITLED TO, THE AMOUNT PAID BY CLIENT TO I-SHOWCASE PROVIDER SHALL NOT INCLUDE ANY AMOUNTS PAID BY CLIENT TO I-SHOWCASE UNDER OTHER AGREEMENTS BETWEEN THE PARTIES.

21. CLIENT'S OWN INVESTIGATION

i-Showcase makes no warranties, guarantees or representations of any kind other than those specifically contained herein. Client acknowledges and agrees that it has not relied on any representation, warranty or guaranty of i-Showcase in entering into this Agreement other than those specifically contained herein and is depending solely on its own investigation and analysis of the services to be provided under this Agreement.

22. NECESSARY ACT

All parties to this Agreement shall perform any and all acts as well as execute any and all documents that may be reasonably necessary to fully carry out the provisions and intent of this Agreement.

23. SUCCESSORS AND ASSIGNS

Except as otherwise expressly provided in this Agreement, this Agreement shall be binding upon, and shall benefit, the parties and their respective heirs, executors, administrators, successors and assigns.

24. JOINT AND SEVERAL LIABILITY

If Client consists of more than one person or entity, then the obligations and liabilities of each such person or entity to i-Showcase shall be joint and several among them.

25. GOVERNING LAW

This Agreement and the legal relations among the parties shall be interpreted, construed and governed by the laws of California, without giving effect to any conflicts of laws.

26. VENUE AND JURISDICTION

The parties agree that any suit, action or proceeding arising out of or relating to this Agreement, or the interpretation, performance or breach of this Agreement, may be instituted in the United States District Court for California or any court of the State of California located in Los Angeles, and each party irrevocably submits to the jurisdiction of those courts and waives any and all obligations to jurisdiction or venue that it may have under the laws of the State of California or otherwise in those courts in any such suit, action or proceeding in any other appropriate forum.

27. CONTRACTUAL STATUTE OF LIMITATION

Client hereby agrees that, irrespective of any law or statute to the contrary, any claim or cause of action that Client may have against i-Showcase, that arises out of this Agreement or is related to the services provided by i-Showcase under this Agreement, must be filed within six (6) months after such claim or action arose and that the discovery rule shall not apply to extend the six months time period agreed upon in this Agreement for Client to assert its claims. Any claim not filed within the six (6) month period will be deemed lapsed and Client will be barred from asserting such claim at a later date.

28. ENTIRE AGREEMENT

This Agreement and the related PFSA contains all of the terms and conditions agreed on by the parties on its subject matter. This Agreement supersedes all prior negotiations, discussions, correspondence and agreements between the parties on its subject. This Agreement cannot be modified or changed except by written instrument signed by all the parties hereto. The parties may have entered into a separate agreement relating to services or projects not contemplated by this Agreement and such other agreements shall neither be superseded nor affected in any manner by this Agreement unless otherwise stated in this Agreement.

29. HEADINGS

Paragraphs and section numbers and headings are used in this Agreement for convenience only and shall not affect the meaning or construction of any provision of this Agreement.

30. GENDER

All terms used in any one number or gender shall mean and include any other number and gender as the facts, context or sense of this Agreement or any provision may be required.

31. CONSTRUCTION

The provisions of this Agreement shall be interpreted and construed according to their fair meaning and not strictly for or against any party.

32. SEVERABILITY

If any provision of this Agreement is invalid or unenforceable in a jurisdiction, either in its entirety or by virtue of its scope or application to a circumstance, that provision shall be deemed modified to the extent necessary to be valid or, if such modification is not possible, that provision shall be deemed to be excised from this Agreement. This Agreement shall be construed and enforced as if that provision were included as modified or were not included, as the case may be. If the invalidity or unenforceability of a provision exists under the laws of only a particular jurisdiction, this paragraph shall operate on that provision only to the extent that the laws of that jurisdiction apply to the provision.

33. COUNTERPARTS AND FACSIMILE SIGNATURES

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. This Agreement may be executed by the parties in different locations and the executed Agreement transmitted via facsimile to each other. Any such facsimile signature of either party on this Agreement shall be construed as an original signature for the purposes of enforcing the terms of this Agreement.

34. FEES AND EXPENSES

If a party commences any action or proceeding to enforce the terms of this Agreement, to prevent a breach of this Agreement, or to obtain a declaration of rights or obligations under this Agreement, or commences any other action or proceeding relating to this Agreement or the relationship between the parties, then the prevailing party shall be reimbursed by the losing party for all costs and expenses incurred in connection therewith, including reasonable attorneys' fees. However, Client specifically understands and agrees that the total amount recoverable by it under this Agreement for any default, breach, violation or any other cause of action resulting from i-Showcase's conduct, or lack thereof, shall be limited by Section 21-g of this Agreement that provides that the total recovery to Client, including those fees and costs contemplated by this Section 35 cannot exceed the total amount actually paid by Client to i-Showcase.

35. NOTICES

All notices and reports permitted or required to be delivered by a party shall be deemed delivered: (i) when delivered in person; (ii) one business day after transmission by facsimile or other electronic system; or (iii) three business days after deposit in the United States Mail by Registered or Certified Mail, return receipt requested, postage prepaid and addressed as follows:

If to i-Showcase: i-Showcase, Inc.

**21133 Victory Boulevard Suite #222
Canoga Park, California 91303**

If to Client:

Client shall provide the address in writing to i-Showcase.

Either party shall have the right to change the address for notice by delivering a notice to the other party in accordance with the provisions of this paragraph.

36. RIGHTS CUMULATIVE

All rights, options, elections, powers and remedies of i-Showcase under the provisions of this Agreement are cumulative of each other and of every other right, option, election, power or remedy which i-Showcase may otherwise have at law, in equity, and under any other agreements and documents relating to the transactions contemplated under this Agreement. The exercise of one or more rights, options, elections, powers or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies i-Showcase may have upon a default by Client under this Agreement.

37. CLIENT'S REPRESENTATIVE'S AUTHORITY TO EXECUTE AGREEMENT

Client hereby represents that, in the event it is a corporation, or a limited liability company, or any other entity, that its Directors, Officers, Managing Members and such other required persons have passed a resolution authorizing Client to enter into this Agreement and that the party(ies) executing this Agreement have the authority to execute this Agreement on behalf of Client and that Client will not later assert any defenses that the party executing this Agreement on its behalf was not authorized to act on its behalf. Acceptance of any portion of the services contemplated by this Agreement shall constitute irrefutable evidence that all necessary parties of Client with the authority to enter into this Agreement authorized Client's representative to execute this Agreement on behalf of Client.

38. WAIVER

No delay or omission in the exercise of any right or remedy of i-Showcase upon any default by Client shall impair such right or remedy or be construed as a waiver of such default. 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.

39. FORCE MAJEURE

i-Showcase shall not be liable to Client for any default or delay in the performance of any of its obligations under this Agreement, including failure of the services provided to Client under this Agreement, resulting directly or indirectly from forces or events beyond i-Showcase's control, including, without limitation, fire, flood, accident, acts of God, labor disputes, acts of war or terrorism, interruptions of transportation or communications, supply shortages, failure by any third party to perform any commitment relating to the production or delivery of any equipment, materials or services required for i-Showcase to perform its obligations hereunder, or power or telephone failure or inability to obtain access to any website included in the services included under this Agreement.

40. 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.

For any additional information or questions or concerns, please contact i-Showcase at **1-800-996-0967**.