

Mopro will provide:

- HTML5 Mobile Compatible Website with up to 15 pages
- Centralized Dashboard with Analytics
- Social Publishing Tool
- Reputation Manager
- Website Hosting (up to 5GB data transfer/month & 1 GB of digital storage)
- Two rounds of revisions to the Client's website prior to publication of the site on the world wide web ("Website Launch").
- Ongoing Customer support following the Website Launch from Mopro's Digital Concierge Team, which includes uploading and changing photos and other content on your website (1 hour per month)

Client is responsible for:

- Supplying its own content
- Purchasing and providing an SSL certificate
- Purchasing and providing a domain name/registration
- Being responsive and available during the implementation of the Client's website.

Other Items:

- Mopro makes no guarantee of any performance of the Client's website, including but not limited to SEO or sales results.

Standard Terms & Conditions to Mopro Customer Agreement

1. **Services.** CML Media Corp. dba Mopro ("Company") has agreed to provide to Client the services set forth in the Customer Agreement ("Services"). All capitalized terms used herein without definition shall have the meanings set forth in the Customer Agreement. In the event of any conflict between any specific terms and conditions in the Customer Agreement and these Standard Terms and Conditions, the Customer Agreement shall control. The Customer Agreement and the Standard Terms and Conditions together shall constitute the "Agreement."

2. **Fees.** The Monthly Fees, Video Production Fee (if applicable), Add-On Fees (if applicable) and any other charges or fees for Services ordered by Client are defined, collectively, as the "Fees." Client will be responsible for paying any and all applicable sales and use taxes for the Services. Unless otherwise stated in the Customer Agreement, Fees are due prior to the performance of the Services. The Agreement term shall begin upon execution of a Customer Agreement, and upon such execution, Client shall pay the applicable Video Production Fee, Add-On Fees, and the first Monthly Fee as set forth in such Customer Agreement. If Client has elected to pre-pay his/her Monthly Fees and/or recurring monthly Add-On Fees, such prepayments shall be due upon execution of this Customer Agreement. Monthly

Fees and recurring monthly Add-On Fees shall be due and payable in advance of each calendar month following the Agreement date. For illustrative purposes only, if Client's Customer Agreement is dated on the fifteenth (15th) of a month, then Client's Video Production Fee (if applicable), Add-On Fees (if applicable), and first Monthly Fee shall be due and payable to Company upon signing of the Customer Agreement and on the fifteenth (15th) of each calendar month thereafter, Customer shall pay the subsequent Monthly Fees and all applicable monthly recurring Add-On Fees. Alternatively, if the Client has elected to pre-pay Monthly Fees and recurring monthly Add-On Fees, such prepaid Fees shall be due and payable upon signing of the Agreement. Company shall begin production of the products (the "Licensed Products") ordered by Client in accordance with the specifications set forth in the Customer Agreement upon receipt of the Fees. Any amounts not paid within 30 days of the date due will bear a monthly finance charge equal to the lesser of 1.5% of the outstanding balance or the maximum amount allowed by law. In addition, Customer shall be liable for all fees incurred by Company due to payment processing fees resulting from bounced checks, insufficient funds/bank overdraft fees and/or chargebacks.

3. Production and Fulfillment.

Process. Production of the Licensed Products will begin upon receipt of the applicable Fees. Included in your purchase price is two (2) rounds of revisions on your Website prior to launch and one (1) round of edits for your Video (if applicable). Edits and revisions shall be limited to and subject to the Company's standard policies and procedures. Requests for additional edits and/or revisions, changes and/or services that fall outside of Company's standard production and fulfillment processes may be subject to an additional charge of: \$75/hr for Video edits/revisions/changes, \$75/hr website edits/revisions/changes, and \$300/hr for services that fall outside of the Company's standard production and fulfillment processes. Client will be required to approve in writing any edit, revision, change, or service request, beyond the included rounds of revisions specified above.

Client Cooperation. Client agrees to timely respond to Company questions and requests. Any delays in Client responses or delivery of Client materials may adversely affect the timing of delivery and quality of the License Products. Materials presented to Client for review shall be deemed accepted by Client unless Company receives Client's comments (if any) within 3 business days. In the event Client repeatedly fails to respond to Company during the production and fulfillment process, Company shall have the right to terminate this Agreement with no further obligation to Client, and Client shall have no right or claim for a refund of any Fees.

Video/Photo Scheduling and Consents (IF APPLICABLE). Client shall have the right to reschedule up to two times the date and time of the Video/Photo shoot by providing at least 48 hours advance notice. If Client fails to give the required notice, or is not available at the scheduled time (i.e. without the required notice), Client shall pay a \$200 cancellation/rescheduling fee for each such cancellation/rescheduling. Client is responsible for obtaining all permits, consents and approvals required to film Client, its location and any other items, logos or people appearing in the Video and Photos to be taken by Company and to permit the use of such Video and Photos in accordance with the terms herein. Client is entitled to shooting at one location and inclusion of one Mopro music track. Additional charges may apply for shoot locations outside the continental US (i.e., international, Alaska or Hawaii).

4. **Licensed Rights; Aftercare.**

Grant of License. Provided that Client has paid all Fees and subject to, and for so long as, Client makes timely payments of all other applicable Fees, Company grants Client the non-exclusive worldwide right (the "License") to exploit the Licensed Product throughout the world. Upon termination of the Agreement and/or Client's failure to make timely payments under this Agreement, Client's License shall terminate. For the sake of clarity, Client shall have no right to the source code of the Licensed Products (including but not limited to the Website). Client acknowledges and agrees, as between Client and Company, that except for content provided to Company by Client, all copyrights and other intellectual property elements and rights contained in or displayed in the Licensed Products (collectively, the "Company IP"), including without limitation design elements, templates, images, scripts, story lines, sound tracks, tag lines, and "look and feel," object code, source code, and mobile application functionality, music or video, video footage, still photos, still photography elements created or owned by Company (e.g. Company stock footage or photography), or under license and included in the Licensed Product, search engines, Java applets, toolbars and ActiveX controls are owned exclusively by Company. The incorporation of any Client Materials into any Licensed Product in no way will affect Company's continued and separate copyright ownership in the Licensed Products, and Company's ownership will not merge with Client's ownership of the Client Materials nor deprive Company of its copyright ownership. Company retains its rights to such Company IP for use by Company in any manner Company determines, subject to Client's License to use the Licensed Product pursuant to the terms and conditions herein. Client shall not have the right to use the Company IP except as incorporated as part of the Licensed Product as a whole (for example, Client shall not have any separate right to use any components or source code except in connection with the Licensed Product). Client agrees not to reverse engineer any source code or other element of the Licensed Product or otherwise use or allow others to use the Licensed Product in any manner other than as specifically permitted herein. Client hereby agrees that Company may use the Licensed Product, including but not limited to any materials or content provided by Client, for Company's marketing and promotional purposes. Client further acknowledges and agrees that Company shall have the right include its logo and other attribution information on Client's Website, Video and other Licensed Products as determined by Company in its sole discretion.

Aftercare. Where Client is entitled to Aftercare (also referred to as the Digital Concierge Team "DC"), such Aftercare service shall be limited to basic services which can either be performed by the DC Team or are otherwise basic modifications to the Website. Aftercare includes time spent consulting with the DC TEAM, as well as DC TEAM time spent on site functionality, the changing of photographs, modifications to text on a page, and similar services. Aftercare does not include creation of additional web pages, creation of copy or other content for the Website, re-editing of Video, Photoshopping or editing of photography or creative design work. The client is entitled to 60 minutes of Aftercare per month. Any unused Aftercare included in a Customer Agreement does not rollover or accumulate month-to-month. Aftercare charges in excess of that provided in the Customer Agreement shall be charged to Client at Company's rate of \$75/hr.

5. **Legal disclaimers.**

Client shall be responsible for timely notifying Company of any copyright, legal notices or disclaimers that Client requires to be included in the Licensed Product.

6. **Representations & Warranties.**

Client represents and warrants that Client is the true owner or rightful lessee of Client's locations, and that Client has the right to authorize the production and distribution of the Website, Video and Photography, and Client has the right to include Client's business and all of its signage and appetences therein, and all individuals included therein at Client's business, in all media throughout the world in perpetuity. Client shall be responsible for obtaining all necessary consents and approvals (including without limitation with respect to Client provided content and materials) but excluding assets provided by Company. Client represents that Client is authorized to allow entry to Company and its contractors or subcontractors (collectively the "Producers") to record the Video and Photography. Client hereby grants permission to Producers to enter upon and use the property with personnel, and equipment for the purpose of taking video recordings, motion pictures, still photographs and sound recordings in, on and/or of the property, including without limitation, all people, animals, automobiles and any other objects on the property. In the event any agents, representatives or other persons associated with the Client participates in the Video or the Photography, Client, on behalf of itself and any such agents, representatives and persons, hereby unconditionally grants and releases to Company the irrevocable and perpetual right (but not the obligation) to use throughout the world such persons' name, voice and/or likeness, in the Website, Video and Photography, as well as in any derivative content created by Company or any of its licensees, assignees, affiliates. Client, on behalf of itself and its agents, representatives and associates, hereby releases Company, its successors, assignees and licensees from any and all claims and demands arising out of or in connection with any such uses including, without limitation, any and all claims for invasion of privacy, infringement of any right of publicity, defamation (including libel and slander) and any other personal and/or other property rights, and Client agrees that it shall not now or in the future assert or maintain any such claim against Company, its successors, assignees and/or licenses. Client understands and agrees that ownership of the Website, Video and Photography is vested in Company and licensed to Client because Company subsidizes its production costs.

Client further represents and warrants to Company that (i) Client's performance hereunder will not cause a material breach of any agreement to which it is a party; (ii) Client has the right and authority to enter into this Customer Agreement and perform the obligations herein and the signatory for Client is at least 18 years old and has the right and authority to bind Client to this Customer Agreement; (iii) Client will at all times comply with all applicable laws and regulations and, unless an exception is expressly agreed to in a writing signed by Company, will assume responsibility and liability for ensuring that the Client's Website complies with all applicable laws and regulations; and (iv) Client will not provide to Company, and Client's Website will not contain, any content that is illegal, obscene, pornographic or otherwise offensive in nature. Client represents, warrants and covenants that, to the best of Client's knowledge, none of the Client Materials infringe or violate any copyright, patent, trade secret, contractual right of any third party, or any other third-party right.

7. **Indemnification.** Client agrees to defend, indemnify and hold Company and its directors, officers, employees and agents harmless from and against all claims, defense costs (including reasonable attorneys' fees), judgments and other expenses arising out of (a) any breach by Client of the Agreement, (b) the use, display, public performance reproduction, distribution of the Licensed Product by Client or Client's assigns, licensees or any party to whom Client delivers the Licensed Product, and (c) any modifications to the Licensed Product made by Client.

8. **Limitation of Liability.** Company's liability under this Customer Agreement shall be limited to the total amounts paid by Client to Company in the aggregate during the twelve month period prior to the date the cause of action arose, and neither party shall be liable for any special, indirect, exemplary, incidental, punitive or consequential damages, including without limitation, lost profits or business or damages arising (whether in Agreement, tort, strict liability or otherwise) out of the Agreement even if it has been advised of the possibility of such loss or damage. Any cause of action arising out of or related to the Services or Licensed Products must be commenced within one (1) year after the cause of action accrues; otherwise such cause of action shall be permanently barred.

9. **Termination.** The Agreement is subject to a Minimum Term set forth in the Agreement. The Minimum Term runs from the date of the first Monthly Fee. If Client wishes to terminate the Agreement prior to the completion of the Minimum Term, Client may do so by providing written notice to Company and paying to Company a lump sum termination fee equal to the total remaining Monthly Fees that would have been paid under the Minimum Term (the "Termination Fee"). In the event Client has pre-paid the Monthly Fees for the Minimum Term, any and all such pre-payments shall be deemed fully earned and non-refundable. After completion of the Minimum Term, either Client or Company shall have the right to terminate this Agreement at any time for any reason by providing the other party with written notice of termination, such termination to take effect at the end of Client's then current billing cycle. Notwithstanding any provision to the contrary, Company may terminate the Customer Agreement and/or immediately suspend any Service or Client's License to any Licensed Product in the event of breach of the Agreement by Client, and at Company's option, in the event of any such termination of the Agreement, Client shall be liable to Company for a Termination Fee (calculated as described above). Upon termination, Client shall have no further use of the Licensed Products, nor shall Client receive a refund for any Fees paid.

10. EXCEPT AS EXPRESSLY PROVIDED IN EXHIBIT A, CLIENT ACKNOWLEDGES AND AGREES THAT COMPANY'S SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS, AND COMPANY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE IS NO WARRANTY THAT THE LICENSED PRODUCTS OR SERVICES WILL BE ERROR FREE, WILL BE ON TIME, WILL OPERATE WITHOUT INTERRUPTION, WILL BE COMPATIBLE WITH OR IS SUPPORTED BY ALL OPERATING SYSTEMS AND/OR INTERNET BROWSERS, WILL FULFILL CLIENT'S PARTICULAR PURPOSES OR NEEDS OR MEET ANY LEVEL OF SALES, PURCHASES, CLICKS, LEADS OR OTHER PERFORMANCE METRIC. COMPANY MAKES NO WARRANTY AS TO STORAGE OF CLIENT MATERIALS AND SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO CLIENT MATERIALS. TO THE EXTENT THAT COMPANY CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

11. **Other Terms.**

Company is acting solely as an independent contractor and not as an agent, partner, joint venturer, or employee of Client. Where agreement, approval, acceptance, or consent by either party is required by any provision of the Agreement, such action shall not be unreasonably delayed or withheld. If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. Neither party shall be liable to the other for delays to the other or failures to perform (other than with respect to confidentiality and payment obligations) under the Agreement if the delay or failure is caused by shortage of labor, labor disputes, war, act of enemies, riots, insurrection, civil commotion, federal, state or municipal action, statute ordinance, or regulation, fire, flood, earthquake, accident, storm, explosions, acts of God, the inability to obtain essential materials, services or other resources, or other causes beyond the party's reasonable control ("Force Majeure"). If after payment of any Fee, Company in its sole good faith discretion determines not to proceed with production of the Licensed Product, then Company may terminate the Agreement.

Client may not assign this Agreement without the written consent of Company.

Client acknowledges that Company may suffer great harm from misuse of the Licensed Product or Company IP licensed hereunder, and accordingly Client agrees to take reasonable precautions to prevent such misuse by Client. Company may seek injunctive or other equitable relief against the breach or threatened breach of this Customer Agreement regarding material, uncured misuse of Company IP, in addition to any other legal remedies that may be available. Client's rights and remedies in the event of a breach of this Customer Agreement by Company shall be limited to the right, if any, to recover damages in an action at a law and Client shall not

be entitled to any equitable relief to restrict or interfere with Company's rights pursuant to this Customer Agreement.

The Customer Agreement and the Standard Terms and Conditions (including all Exhibits) constitute the entire agreement between the parties with respect to the Services and supersedes all prior or contemporaneous agreements or representations of the parties, whether express or implied, oral or written, with respect to the subject matter hereof. Accordingly, Client shall not rely on any representations or warranties that are not expressly set forth in the Agreement. No change, waiver, or discharge hereof shall be valid unless it is in writing and is executed by both parties.

From time to time Company may adjust its business practices and/or amend or modify these Standard Terms and Conditions. The revised Standard Terms and Conditions shall be posted on Company's Website and/or sent to Client. Client agrees to maintain a current and operational email address on file with Company and Client further agrees that any correspondence or notification sent by Company to the email address that Client has on file with Company, shall be deemed delivered. Client acknowledges and agrees that Company may from time to time send surveys and other marketing-related correspondence to Client via electronic or standard mail, and that Client may opt-out from receiving such correspondence in the future. In addition, Client will be liable for any attorneys' fees and costs (including collections costs) if Company takes any legal action to enforce the Agreement. The laws of the State of California (excluding the laws and principles with respect to conflicts of law) govern the Agreement. In connection with any dispute or claim arising out of or in connection with the Agreement, Client and Company agree exclusively to arbitrate such dispute before a single arbitrator mutually agreed upon by the parties, under the auspices of Judicial Arbitration and Mediation Services (JAMS). If the parties are unable to agree upon an arbitrator, the parties agree to the designation of an arbitrator by JAMS. The arbitration shall take place in Los Angeles, California or in the office of JAMS closest to that city. The arbitrator shall apply California law. The arbitrator's award will be final and non-appealable, and judgment may be sought thereon in any court with jurisdiction. In the event that arbitration is necessary, the prevailing party shall have its costs associated with the arbitration, including its reasonable attorneys' fees, paid by the other party. Any dispute resolution proceedings will be conducted only on an individual basis and not in a class or representative action or as a named or unnamed member in a class, consolidated, representative, or private attorney general action unless Client and Company agree to do so in writing. The terms and conditions of this Agreement may not be modified or amended other than as set forth in this paragraph or by a writing signed by an authorized officer of Company.

Any notice to be given by Company to Client may be effected by email as set forth above, or either party may send notice to the other party via certified or registered mail, postage prepaid, return receipt requested, or by first class mail postage prepaid and email, in either case addressed to Client at the address on the Customer Agreement, or to Company as follows: CML Media Corp., 7700 Irvine Center Drive, #400, Irvine, CA 92618, Attention: General Counsel. Notice shall be deemed given upon receipt or, if sooner, three (3) days following deposit in the U.S. mails. Each party may change its address by written notice given in accordance with this paragraph.

Exhibit A - Service Level Agreement

This Exhibit A is subject to the terms of and is hereby incorporated by this reference to the Agreement. The terms of this Exhibit A shall control if there is a conflict with the terms of the Agreement.

1. **Service Level Agreement (SLA).** The hosting of the Website (the "Hosting Services") by Company will meet the Performance Objective set forth in Section 2 below. Failure by the Company to meet this SLA will result in the issuance of a credit to Client in accordance with Section 3 below.
2. **Performance Objective.** During the term of the Agreement, Company will provide uptime hosting of the Website of 99.9% ("Hosting Uptime") of available time. Total Hosting Uptime shall be solely determined by Company and shall be calculated on a monthly basis. For purposes of calculating such Hosting Uptime, the service interruptions caused by the following shall not be included:
 - a. periodic scheduled maintenance or repairs Company may undertake from time to time;
 - b. changes to the Licensed Products or Services requested by Client;
 - c. errors caused by Client from custom scripting or coding;
 - d. outages that do not affect the appearance of the Website but merely affect access to the Website such as FTP and email;
 - e. causes beyond the control of Company or that are not reasonably foreseeable by Company;
 - f. problems with Client's domain registrar;
 - g. suspension of the Services by Company in accordance with the Agreement; and h. outages related to the reliability of certain programming environments.
3. **Remedies for Service Outages:**
 - a. In the event Client requests a credit and Company determines that it has failed to meet the Performance Objective, then Company will issue to Client a credit to be applied towards the next monthly invoice for Hosting Services provided under the Agreement, equal to 5% of the recurring Monthly Fee associated with such Hosting Service.
 - b. Any claims for a credit pursuant to this Section 3 shall be made by Client within thirty (30) days after the alleged failure to meet the Performance Objective and will be made to Company's customer support organization via email or any other mutually agreed upon means. Claims made thirty (30) days after the event will not be eligible for any of the remedies described in this Exhibit.
 - c. Credits shall only apply to Hosting Services and will not apply to any other Service provided by Company. Client's account will not be credited more than once per month under this Exhibit. Client's sole and exclusive remedy, and Company's sole and exclusive liability, in the event Company fails to meet the Performance Objective in Section 2 above, shall be to receive a credit in accordance with the terms of this Section 3.