These terms and conditions (the "**Terms and Conditions**") are between Platon Pro, Inc., a California corporation ("**Platon Pro**"), and **Client** who uses one or more of **Platon Pro**'s services and/or software ("**Client**"). By using any of **Platon Pro**'s services and/or software or executing any **PFSA**, **Client** understands, confirms, and agrees to the terms of these **Terms and Conditions**, and any updates to the **Terms and Conditions** that **Client** is given any notice of, electronically or otherwise.

1. PROJECT DESCRIPTION

A description of the services **Platon Pro** will provide to **Client** hereunder is contained in a Project Functional Specification Addendum ("**PFSA**"). **Client** agrees to be bound by the terms of any applicable **PFSA**. These **Terms and Conditions** shall apply to and control <u>all</u> services performed by **Platon Pro**, whether in connection with a **PFSA** or not, unless agreed otherwise in writing. Projects are delivered in different phases ("**Milestones**"), as defined in the **PFSA**. **Client** acknowledges that estimated dates of completion for **Milestones** in a **PFSA** are estimated and not a guaranteed.

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

2. REVISIONS AND CHANGE ORDERS

<u>Quality Assurance</u>: After **Platon Pro's** internal testing ("**Internal QA**"), **Client** shall have a reasonable opportunity, not to exceed five (5) business days, to use and test **Tasks** and to report any issues, or bugs ("**Phase 1**"). If during **Phase 1** (a) **Client** rejects a **Task** or communicates to **Platon Pro** a failure of such **Task** to meet design criteria set forth in the **PFSA** ("**Acceptance Criteria**") and (b) **Platon Pro** determines such **Task** does not substantially meet **Acceptance Criteria** (hereinafter (a) and (b) in combination are "**Task Rejection**"), **Platon Pro** shall make changes necessary to bring such task into conformance with **Acceptance Criteria** within the five (5) business days following **Phase 1** ("**Phase 2**"). **Phase 1** and **Phase 2** together shall be referred to as "**External QA**". In all instances other than **Task Rejection**, **Client** shall be deemed to have accepted a **Task** by the end of **Phase 1** and the **Task** shall be deemed complete.

<u>Change Orders</u>: Any modification or correction requested by **Client** other than **Task Rejection** is considered a "**Change Order**". **Platon Pro** is not obligated to perform a **Change Order** that it determines at its sole discretion to not be feasible. If **Platon Pro** accepts a **Change Order**, then **Platon Pro** will inform **Client** of the increased charges and delays that this **Change Order** will cause. **Client** then has the option to proceed with the **Change Order**. If **Client** chooses to proceed, then, **Platon Pro** 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 **Platon Pro** will commence work per the **COD**. Any **Change Order** may delay or postpone all **Milestones** specified in the **PFSA**. **Platon Pro** is not required to make any changes during **External QA** beyond those required under this section. Client may at **Platon Pro's** sole discretion be required to accept any update(s) made to **Platon Pro's Software** or other services.

<u>Completion</u>: A **Milestone** is deemed achieved upon **Client's** acceptance of all **Tasks** in a **Milestone**. Once a **Milestone** is achieved, **Client** shall execute a form acknowledging **Milestone** achievement ("**Acceptance Form**") and shall make the payment(s) which became due and payable to **Platon Pro** upon completion of such **Milestone**, as specified in the **PFSA**.

3. PLATON PRO SOFTWARE AND LICENSE

<u>Software Defined</u>: "**Software**" is defined to include without limitation any code, whether developed or provided by **Platon Pro**, in any programming language; any design work, whether developed or provided by **Platon Pro**, in any format; and all graphics, photos, images, or icons that are created or provided by **Platon Pro**. The data in a 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** and remain the property of the **Client**. All copyrighted content, graphics, photos, images, icons, codes, and systems that are provided by a third party (like a brand manufacturer) to be used on **Client**'s website are subject to the copyright holder's usage policy and if such policy does not exist or not provided then they will remain the property of providing third party.

<u>License</u>: **Platon Pro** hereby grants **Client** a revocable, personal, non-transferable and non-exclusive right and license to use the **Software** (the "**License**"). **Client** may not directly, or through a third party do any of the following: copy, modify, use a modified version of, create a derivative work from, resell, duplicate, copy, sell, trade, exploit for commercial or private purposes, reverse engineer, or reverse assemble any portion of the **Software**, use of the **Software**, or access to the **Software;** otherwise attempt to discover any source code; sell, assign, sublicense, grant a security interest in or otherwise transfer any right in **Software**. **Client** will not access **Software** other than through the interface provided by **Platon Pro** to access **Software**.

Assignment: **Client** may not assign or otherwise transfer any rights or obligations relating to **Software** or license(s) and their benefits under these **Terms and Conditions** to any party without the written consent of **Platon Pro**, which consent can be withheld at **Platon Pro**'s sole discretion. Any consent provided by **Platon Pro** shall be in writing executed by all parties including the assignee or successor whereby such assignee or successor agrees to be bound to these **Terms and Conditions** and the **PFSA**.

4.   BROWSER COMPATIBILITY

Client acknowledges that **Platon Pro** only supports and tests systems for the last two versions of browsers developed by IE, Firefox, Chrome, and Safari as of the date of the execution of these **Terms and Conditions** (if executed), execution of the **PFSA**, or commencement of work, whichever is earlier, and no other browsers. If compatibility changes on future versions of these browsers, **Client** shall be required to retain **Platon Pro** and pay **Platon Pro's** charges to resolve compatibility issues.

5.   AUTHORIZATION AND COOPERATION BY CLIENT

Client hereby authorizes **Platon Pro** to commence work described in the **PFSA**, if any, and agrees to cooperate with **Platon Pro** by using its best efforts and by making available to **Platon Pro** all of the reasonably necessary materials, content, concepts, access to FTP or control panels, media assets, and any other resources needed by **Platon Pro** to commence its services under these **Terms and Conditions**. 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 **Platon Pro**, which **Platon Pro** is not liable for.

6.   PAYMENT TYPES AND TERMS

(A) Project payments (also known as "PAYMENTS TOWARDS INSTALLATION FEES" in the PFSA) are those set forth in **PFSA's** Project Payments Schedule ("**Project Payments**"). Except as otherwise set forth herein, if any **Project Payments** are not received on due dates, then, in addition to and not excluding any other remedies available to **Platon Pro**, **Platon Pro** may at its sole discretion (a) deem **Client** in breach of these **Terms and Conditions**, any applicable **PFSA**, and/or any other applicable agreement of the parties, (b) stop work and change **Milestone** dates, (c) demand (and **Client** must pay) fees that **Platon Pro** determines to be owed at its sole discretion, including all **Termination Charges** (as defined below), and/or (d) demand advance payment for future services;

(B) Recurring payments (also known as "PAYMENTS TOWARDS RECURRING FEES" in the PFSA) are for ongoing services and licenses listed in **PFSA** under the Recurring Service and License Payments Schedule or similar section, including without limitation: "**i-Data - Product Data Integration and Management + on page SEO**", "**Prepaid Engineering Hours**", "**Platon Pro CMS License Fee**", , "**i-Diamond License Fee**", and "**i-Cart License Fee**" (collectively referred to as "**Service and License Payments**"). Except as otherwise set forth herein, if any **Service and License Payments** are not received in full on due dates defined on **Platon Pro** invoices, then, in addition to and not excluding any other remedies available to **Platon Pro**, **Platon Pro** may at its sole discretion, (a) deem **Client** in breach of these **Terms and Conditions**, any applicable **PFSA**, and/or any other applicable agreement of the parties, (b) discontinue and disconnect all the services and **Software** provided by **Platon Pro**, (c) demand (and **Client** must pay) fees that **Platon Pro** determines to be owed at its sole discretion, including all **Termination Charges** (as defined below), and/or (d) demand advance payment for future services. **Platon Pro** also reserves the right to charge **Client** a Two Hundred Fifty Dollar ($250.00) reactivation fee payable by **Client** if the Service and **Software** is disconnected as a result of a lack of payment;

Any and all payments made by **Client** to **Platon Pro** under these **Terms and Conditions** are non-refundable. All maintenance and technical support not explicitly provided for herein or in a **PFSA** are subject to regular Design or Engineering charges as set forth in the **PFSA**.

All fees attributable to declined credit cards, wire transfers, and bounced checks by **Client** are considered expenses and will be invoiced to **Client** with no requirement for **Client** approval. Payments are due as set forth in the **PFSA**, or upon receipt of any invoice if not specified in a **PFSA**, unless otherwise agreed in writing. A 1.5% per month finance charge or the maximum charge allowed by law, whichever is less, will be incurred on invoice(s) 30 days or more past due. **Platon Pro** may change billing practices, including, but not limited to, the date on which such billing will occur and the types of charges that will be included in such bills at any time.

7.   TAXES

If at any time, 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 against **Platon Pro** on account of any sum to be paid under these **Terms and Conditions**, all such tax or excise or other taxes shall be paid by **Client**. **Client** shall pay the amount thereof within thirty (30) days after demand thereof accompanied by delivery to **Client** of a copy of any tax statement.

8. DELAYS

Except as otherwise set forth herein, if **Client** unreasonably delays responding to **Platon Pro**'s requests, and such delay prevents the **Platon Pro's** work or services hereunder from moving forward, then, in addition to and not excluding any other remedies available to **Platon Pro**, **Platon Pro** may at its sole discretion, (a) deem **Client** in breach of these **Terms and Conditions**, any applicable **PFSA**, and/or any other applicable agreement of the parties, (b) cancel, disconnect, and/discontinue any existing projects and/or services, (c) move any **Milestone**(s), (d) adjust any deadlines or time frames as it deems necessary, regardless of the length of **Client's** delay, (e) may terminate any agreement between the parties, including any **PFSA** or these **Terms and Conditions**.

9. PRODUCT DATA CREATION AND UPDATES (I-DATA)

Platon Pro will not start management of content and data on **Client**'s website until **Milestone** I is achieved. **Client** may choose from two options for this service: (1) pay for the entire service at once, (2) pay monthly payments for the service.

Option 1: If **Client** chooses option (1), then **Client** shall pay 50% of the total data integration cost up front and 50% once the data is delivered. For example, if **Client** chooses data integration for 5,000 products, and if the cost of individual product data entry is $8/product/update, then the total cost is $40,000, $20,000 of which is due up front and $20,000 upon delivery.

Option 2: If **Client** chooses option (2), **Platon Pro** will perform up to a maximum of 500 product data creations for each brand mentioned in the i-Data table. Additionally, **Platon Pro** may perform up to 500 product data updates (price adjustment, adding new items, and disabling discontinued items) per year for each of the brands mentioned in the i-Data table. Under option (2), for each and every brand **Client** agrees to pay a setup fee of $250 plus monthly payments of $50.

Cancellation on Failure to Pay: If **Client** fails to timely make the second payment of 50% under option (1) or if **Client** does not timely pay or stops paying the monthly payment under option (2), then **Platon Pro** may at its discretion remove and destroy all the data **Platon Pro** has ever integrated on the **Client**'s website, unless **Client** chooses to pay the remaining 50% in full under option (1) or, under option (2), pays the difference between total monthly payments and the total cost of the data integration and management at the rate which is defined in **PFSA**, including cost of all updates at the same rate. For example, if there are 500 products entered and 200 of them were updated two times for one brand, and if the cost of individual product data entry or update is $8/item, and if Client paid $50/mo for this Service over 10 months, then, the amount due to pay off the entire product data entry is:

$$[(500 + 200 \times 2) \times \$8/item] - [\$50/mo \times 10 \, months] = \$6,700$$

If **Client** hires **Platon Pro** for this service, then **Client** confirms, acknowledges and represents:

- Client Has Necessary Authorizations: That **Client** is an authorized retailer of any brand/manufacturer that **Client** is requesting to display product information about and that **Client** has proper permission to display and use this content, including product images, product specifications, product descriptions, brand logos and brand names on **Client**'s website.
- Proof of Permissions: Before **Platon Pro** launches any brand related data on **Client's** website, **Platon Pro** requires explicit permission and instruction from the brand's representative on how to manage the product data via either (a) a written representation from a brand's representative that clearly states the permissions and instructions, or (b) a signed Letter of Consent (**Platon Pro's** approved form) by a brand's representative.
- Liability: That **Client DOES NOT** hold **Platon Pro** responsible and instead holds itself responsible and agrees to indemnify and defend **Platon Pro** for anything on **Client's** website, any copyright infringement for product data entry, display, and any other use on **Client**'s website and **Client** acknowledges and confirms that it is **Client**'s sole responsibility to check and review that this data entry complies with each respective copyright holder's requirement and policy at all time and **Client** will provide proper and authorized data sources to **Platon Pro**. If there are any copyright issues that come to **Client**'s attention at any time, then it is **Client**'s responsibility to remove or request removal of the data at fault in a timely manner.
- Authorization to Contact Brands: **Client** authorizes **Platon Pro** to contact brands mentioned in the i-Data table independently or on **Client's** behalf for any reason, including to obtain product images and specifications on **Client's** behalf and to insert logos, product images, and specifications of brands mentioned in i-Data table on **Client's** website.
- Brand Authorization and Policy Changes: If there is any change regarding any data (including without limitation authorization and data policies of brands), **Client** will notify **Platon Pro** in a timely manner. If it is not feasible for **Platon Pro** to make any necessary changes, then data for the brand will be deleted from **Client's** websites.
- Right to Delete Without Notice: **Platon Pro** reserves the right to disable or delete all or a portion of product data without notice for any of the following reasons: (a) **Client's** failure to timely pay, (b) **Client** is not authorized to use product data, (c) the brand or another claimed owner of the data requests that **Platon Pro** remove material from **Client's** website, and/or (d) another product data issue is found and/or reported to **Platon Pro**.

- Graphics Not Included: The cost of creating banners of graphics like those found on a brand's website are not included in the cost of product data creation and updates. Design, creation, or adjustment of such banners is subject to additional cost.
- Warranties, Errors, and Changes: **Platon Pro** does not warrant the accuracy of the information (item specifications, item prices, item description, Meta tags, and collection names) it may gather and/or insert into **Client's** website. Additionally, **Client** acknowledges that errors can exist in product data, and that **Platon Pro** shall not be held responsible for any such errors or damages resulting to **Client** or its customers from such errors. **Client** agrees it is **Client's** responsibility to report the product data errors and updates in detail to **Platon Pro** via **Platon Pro's** ticketing system. Product data errors include only product specification errors, product price errors, product description errors and product image errors. Platon Pro will attempt to apply the reported Product Data updates according to the following terms: (a) If the reported Product Data update clearly separates new items, discontinued items, and price changes from the previous updates, and it contains detailed product specifications, then this Product Data update may take 15 – 45 business days; and (b) If the reported Product Data update does not separate new items, discontinued items, and price changes from the previous updates, but still contains detailed product specifications, then this Product Data update may take 45 – 60 business days.
- Product Pricing: **Platon Pro** may or may not provide product prices. If **Platon Pro** provides item prices, then **Platon Pro** does not guarantee the accuracy of product prices. **Platon Pro** reserves the right to remove product prices at any given time if errors found in product prices cannot be fixed in **Platon Pro's** sole discretion.

10. PREPAID ENGINEERING HOURS

The following terms apply where **Client** elects to prepay for two hundred and forty (240) engineering or design hours at a discounted rate designated by **Platon Pro** in a twelve (12) month period ("**Prepaid Engineering Hours**"). The first payment is required on the first recurring payment date ("**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** must maintain this plan for a minimum 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 pay the difference between the discounted rate and full engineering or design rate for every hour that the **Platon Pro** provided engineering or design service to **Client** during such time period.

11. SYSTEM BACKUPS AND RECOVERY (FOR SELF-HOSTING CLIENTS ONLY)

Client acknowledges and agrees that the CMS or R-CMS software and other **Software** and services provided by **Platon Pro** will only be installed on third party servers that are provided by **Platon Pro**. Access to these servers by **Client** is prohibited, except through the interface that is provided by **Platon Pro**.

Software will only be installed on **Client's** web server if **Platon Pro**, at its sole discretion, allows it. Where it is allowed, **Client** is responsible for all costs associated with hardware, data, and other recovery in case of failure. **Client** will create a hardware and software backup system on its own web server to regularly back up the content and the database.

Client shall perform beta testing to ensure that **Software** and/or services provided by **Platon Pro** are compatible with **Client's** computer and/or electronic systems before launching **Platon Pro Software** and/or services on its systems. **Platon Pro** will, at its own discretion, provide reasonable assistance at the engineering fee rate to **Client** 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 **Platon Pro** which shall reasonably assist **Client** in restoring the server at the engineering fee rate. **Client** shall provide **Platon Pro** with access to **Client's** server or restricted areas of the system, as necessary for **Platon Pro** to diagnose, repair, and/or restore such systems as needed.

12. INDEMNITY

Client agrees to indemnify, defend and hold **Platon Pro** and its subsidiaries, affiliates, directors, officers, agents, employees, partners, shareholders, predecessors, successors, assignees, licensees and licensors harmless from and against any and all losses, damage, liability, claim, demand, suit, cause of action, debt and expense, including reasonable attorneys' fees, due to, in connection with, or arising out of services provided by **Platon Pro** to **Client** under these **Terms and Conditions** or otherwise, **Client's** use of or connection with the services provided by **Platon Pro**, **Client's** violation of any and all terms of these **Terms and Conditions**, or **Client's** violation of any rights of any third party.

13. TERMINATION

Client may cancel these **Terms and Conditions** at any time without penalty if **Client** pays **Platon Pro** for all services, licenses, projects, project payments, charges set forth in these **Terms and Conditions**, the **PFSA**, and elsewhere, and any other charges **Platon Pro** has incurred as of the date of the termination, plus any reasonable expenses for winding up services, if any ("**Termination Charges**"). **Termination Charges** shall be determined solely at the discretion of **Platon Pro**. For project based work where payment is made at the completion of a **Task**, **Milestone**, or **WBS**, if **Platon Pro** has performed any services towards a **Task**, **Milestone**, or **WBS**, **Termination Charges** may include the full price as if said **Task**, **Milestone**, or **WBS** were completed ("**Project Charges**"). Alternatively, and/or in conjunction with **Project Charges**, **Platon Pro** may also charge its applicable hourly rate for services performed. For example and not by way of limitation, if **Platon Pro** has worked X hours toward a project, **Client** must 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). **Client** expressly authorizes **Platon Pro** to charge **Client's** credit card on file upon termination for all **Termination Charges**.

Return of Data: If these **Terms and Conditions** are terminated for any reason except **Client**'s breach and/or all **Platon Pro** services are completed, and if all **Termination Charges** and other charges, costs, expenses, and fees have been paid in full to **Platon Pro**, then any code or material that is not considered by **Platon Pro** as **Platon Pro Software**, data, or material and that was provided to **Platon Pro** by **Client**, may be transferred to the **Client**, upon **Client's** request.

Right of Termination: **Platon Pro** may terminate, remove, and/or modify **Software**, license(s), project(s), service(s), or provision thereof, for any reason, including but not limited to: (a) breach or violation of the **Terms and Conditions**, related documents or other agreements; (b) requests by law enforcement, other government agencies, or third parties (e.g., brands); (c) nonpayment of fees, (d) disagreement of parties hereto.

Opportunity to Cure: If **Client** believes **Platon Pro** has breached these **Terms and Conditions**, **Client** must give **Platon Pro** written notice of the breach and ten (10) business days from receipt of such notice to cure prior to commencing suit, arbitration, action or claim.

14. BUGS AND ISSUES IN THE SYSTEM

Client is required to report any bugs, issues, and problems to **Platon Pro** via Platon Pro's designated ticketing system within three (3) calendar days of **Client** detecting such issues. **Platon Pro**, at its sole discretion, may decide whether the reported issue is within the scope of the project, whether there is a charge to fix it, and whether the **Client** must submit a written request for **Change Order**.

15. PROPRIETARY RIGHTS; COPYRIGHTS; CONFIDENTIALITY

Client acknowledges and agrees that all **Software**, source codes, brochures, creations, pricing information, technical information, supply sources, customer lists, and other documents and items, developed and/or provided by **Platon Pro** ("**Confidential Material**") contain proprietary and confidential information are trade secrets, are legally and entirely owned, controlled, and/or licensed by **Platon Pro**, irrespective of whether **Platon Pro** has or has not filed for copyright or patent protection for such items, and are protected by these **Terms and Conditions** and applicable intellectual property and other laws. **Client** agrees that **Client** will not, at any time (to the greatest extent permitted by law), copy, remove, use, view, or disclose any **Confidential Material** or the terms of these **Terms and Conditions** to any third party, except as expressly authorized by **Platon Pro**.

16. NON-SOLICITATION

Client acknowledges that **Platon Pro** has invested significant time and money in recruiting and training its employees and that **Platon Pro** would incur additional time and money in recruiting, hiring and training a replacement in the event that **Client** solicits and hires a **Platon Pro** employee. Therefore, **Client** and **Platon Pro** agree that should **Client**, at any time before the date that is one year after all **Platon Pro** services for **Client** have been completed, **Platon Pro** products delivered, and other **Platon Pro** contractual obligations to **Client** performed, directly solicit for employment any employee of **Platon Pro** (and where the employee accepts employment with **Client**) or otherwise disrupt, damage, impair, or interfere with **Platon Pro**'s business by raiding **Platon Pro**'s employees, the parties agree that **Client** shall pay as liquidated damages to **Platon Pro** an amount equal to one (1) year of the employee's compensation with **Platon Pro**. The parties agree that **Platon Pro**'s damages would be difficult to calculate but the amount identified herein as liquidated damages is a reasonable estimation of such damages and does not constitute a penalty.

17. LIMITED WARRANTY

Platon Pro provides **Client** the following limited warranties:
   a. For the portion of **Software** which incorporates a third party code is used, **Platon Pro** has the right to license the use of such code to **Client** and that such **Software** does not infringe any third party rights; and
   b. That the **Software** will perform as described in the **PFSA**.

This constitutes the **entire warranty**. **Platon Pro** does not make **any other** warranty unless written and signed by both parties.

18. **DISCLAIMERS**
    a. Disclaimers Of Warranties
       CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT:
       I.   EXCEPT AS OTHERWISE SET FORTH HEREIN, **PLATON PRO** 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. **PLATON PRO** CANNOT GUARANTY OR WARRANTY THE RETURN OF ANY DATA IN THE EVENT OF A SYSTEM FAILURE, AND THEREFORE **CLIENT** MUST EXERCISE CAUTION IN PROVIDING DATA TO **PLATON PRO**.
       II. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM **PLATON PRO** OR THROUGH OR FROM THE **SOFTWARE** SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN **THESE** TERMS AND CONDITIONS.
    b. Disclaimer Relating Product Data Integration And Management
       PLATON PRO DOES NOT WARRANT OR REPRESENT THAT THE DATA IT INTEGRATES OR USES UNDER THESE **TERMS AND CONDITIONS** 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 IT WILL NOT BE MODIFIED, REPLACED, ADDED TO, REDUCED, OR DISCONTINUED. THESE **TERMS AND CONDITIONS** WILL REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF THE STATUS, CONTENTS OR AVAILABILITY OF THE PRODUCT DATA. IN THE EVENT **PLATON PRO** IS UNABLE, AS A RESULT OF ITS LICENSE OR OTHERWISE TO UTILIZE THE PRODUCT DATA BEING TERMINATED FOR ANY REASON, **CLIENT** SHALL, UPON RECEIPT OF WRITTEN NOTICE FROM **PLATON PRO**, IMMEDIATELY DESTROY THE PRODUCT DATA AND ANY OTHER DATA **CLIENT** PREVIOUSLY OBTAINED FROM **PLATON PRO** AND SHALL PROVIDE PROOF OF SUCH DESTRUCTION TO **PLATON PRO**. **PLATON PRO** ALSO DOES NOT WARRANT THE ACCURACY OF THE PRODUCT DATA IT OBTAINS FROM VARIOUS MANUFACTURERS NOR DOES **PLATON PRO** WARRANT THE ACCURACY OF THE DATA IT MANIPULATES FROM THE DATA PROVIDED BY THE MANUFACTURERS OR THE DATA **CLIENT** IS REQUESTING **PLATON PRO** TO MANAGE. **CLIENT** ACKNOWLEDGES THAT ERRORS CAN EXIST IN SUCH PRODUCT DATA, INCLUDING THOSE CONTAINING THE MANIPULATED DATA, AND THAT **PLATON PRO** SHALL NOT BE RESPONSIBLE FOR ANY SUCH ERRORS OR DAMAGES RESULTING TO **CLIENT** OR ITS CUSTOMERS FROM SUCH ERRORS.
    c. Hosting, Tools, And Utilities
       PLATON PRO, AT ITS SOLE DISCRETION, MAY USE THIRD PARTIES FOR HOSTING, TOOLS, AND UTILITIES, INCLUDING HOSTING A **CLIENT'S** WEBSITE**.** **PLATON PRO** DOES NOT MAKE ANY WARRANTY OR ASSURANCES WITH REGARD TO THE ACCURACY, WEBSITE UP-TIME, FUNCTION, OR AVAILABILITY OF SERVICE, RESULTS, OR OUTPUT THAT DERIVES FROM THE USE OF ANY THIRD PARTY HOSTING, TOOLS, AND UTILITIES. **PLATON PRO** IS NOT RESPONSIBLE AND CANNOT IN ANY WAY BE HELD LIABLE FOR ANY DOWN TIME, ERRORS, DAMAGES, CLAIMS, LAWSUITS, ACTIONS, ARBITRATIONS, DISPUTES, OR FAILURES OF OR CAUSED BY ANY THIRD PARTY SERVICE IT USES. **CLIENT** AGREES TO RESPECT THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES WHEN USING ANY HOSTING, TOOLS, OR UTILITIES THAT MAY BE MADE AVAILABLE IN CONNECTION WITH SERVICES PROVIDED BY **PLATON PRO**, **SOFTWARE**, OR **PLATON PRO PRODUCTS**. **PLATON PRO** 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, WHICH **CLIENT** MUST OBTAIN A COPY OF FROM **PLATON PRO** OR ELSEWHERE AND REVIEW.
    d. ***LIMITATION OF LIABILITY***
       CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT **PLATON PRO** 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 THESE **TERMS AND CONDITIONS**. **CLIENT** WAIVES ANY RIGHTS, LEGAL OR OTHERWISE, TO THE EXTENT INCONSISTENT WITH THE TERMS OF THESE **TERMS AND CONDITIONS** AND PERMISSIBLE BY LAW.

       NOTWITHSTANDING ANY OTHER PROVISION OF THESE **TERMS AND CONDITIONS**, **CLIENT** AGREES THAT THE TOTAL AMOUNT RECOVERABLE FROM **PLATON PRO** FOR ANY REASON IN CONNECTION WITH, ARISING OUT OF, OR IN RELATION TO THESE **TERMS AND CONDITIONS,** INCLUDING BREACH OR VIOLATION HEREOF, SHALL BE LIMITED THE TOTAL AMOUNT ACTUALLY PAID BY **CLIENT** TO **PLATON PRO** FOR SERVICES RENDERED. **CLIENT** HEREBY EXPRESSLY AGREES TO WAIVE ANY AND ALL AMOUNTS IT MAY BE ENTITLED TO RECOVER AGAINST **PLATON PRO** THAT EXCEED THE AMOUNT PAID BY **CLIENT** TO **PLATON PRO** UNDER THESE **TERMS AND CONDITIONS**. FOR THE PURPOSES OF COMPUTING THE TOTAL RECOVERY **CLIENT** MAY BE ENTITLED TO, THE

AMOUNT PAID BY **CLIENT** TO **PLATON PRO** PROVIDER SHALL NOT INCLUDE ANY AMOUNTS PAID BY **CLIENT** TO **PLATON PRO** UNDER OTHER AGREEMENTS BETWEEN THE PARTIES.

19. MISCELLANEOUS:

a. <u>CLIENT'S OWN INVESTIGATION</u>: **Platon Pro** makes no warranties, guarantees or representations other than those specifically contained herein. **Client** acknowledges and agrees that it has not relied on any representation, warranty or guaranty of **Platon Pro** in entering into these **Terms and Conditions** other than those specifically contained herein and is depending solely on its own investigation and analysis of the services to be provided under these **Terms and Conditions**.

b. <u>NECESSARY ACTS:</u> All parties to any **PFSA** and these **Terms and Conditions** 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 these **Terms and Conditions**.

c. <u>SUCCESSORS AND ASSIGNS:</u> Except as otherwise expressly provided herein, these **Terms and Conditions** shall be binding upon, and shall benefit, the parties and their respective heirs, executors, administrators, successors and assigns.

d. <u>JOINT AND SEVERAL LIABILITY:</u> If **Client** consists of more than one person or entity, then the obligations and liabilities of each such person or entity to **Platon Pro** shall be joint and several among them.

e. <u>GOVERNING LAW:</u> These **Terms and Conditions**, any **PFSA**, the services provided by **Platon Pro**, 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.

f. <u>WAIVER:</u> No delay or omission in the exercise of any right or remedy of **Platon Pro** 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 these **Terms and Conditions** will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy.

g. <u>VENUE AND JURISDICTION:</u> The parties agree that any suit, action or proceeding arising out of or relating to any these **Terms and Conditions**, any **PFSA**, the services provided by **Platon Pro**, or the interpretation, performance or breach of any **PFSA** or these **Terms and Conditions**, may be instituted in a United States District Court for California or a court of the State of California located in Los Angeles, and each party submits to the jurisdiction of those courts and waives any and all rights to jurisdiction or venue that it may have in those courts in any such suit, action or proceeding in any other appropriate forum.

h. <u>CONTRACTUAL STATUTE OF LIMITATION:</u> **Client** agrees that, irrespective of any law or statute to the contrary, any claim or cause of action that **Client** may have against **Platon Pro**, that arises out of these **Terms and Conditions** or is related to the services provided by **Platon Pro**, 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 these **Terms and Conditions** 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.

i. <u>ENTIRE AGREEMENT:</u> These **Terms and Conditions** and any related **PFSA** contains all of the terms and conditions agreed on by the parties on its subject matter. These **Terms and Conditions** supersedes all prior negotiations, discussions, correspondence and agreements between the parties on its subject. These **Terms and Conditions** cannot be modified or changed except by written instrument signed by all parties hereto. The parties may have entered into a separate agreement relating to services or projects not contemplated by these **Terms and Conditions** and such other agreements shall neither be superseded nor affected by these **Terms and Conditions** unless otherwise stated herein.

j. <u>SEVERABILITY; HEADINGS</u>: If any portion of these **Terms and Conditions** is held invalid or inoperative, the other portions of these **Terms and Conditions** shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The headings herein are for reference only and are not intended to describe, interpret, define or limit the extent or intent of the **Terms and Conditions** or of any part hereof.

k. <u>EXECUTION:</u> A **PFSA** or the **Terms and Conditions** 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.

l. <u>NOTICES:</u> 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 **Platon Pro**: **Platon Pro**, Inc., 21133 Victory Boulevard Suite #222, Canoga Park, California 91303.

> If to **Client**: **Client** shall provide the address in writing to **Platon Pro**, or by email or other means if no address is provided.

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.

m. <u>CLIENT'S REPRESENTATIVE'S AUTHORITY TO EXECUTE AGREEMENT:</u> **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 accept and agree to any applicable **PFSA** and these **Terms and Conditions** and that the party(ies) executing the **PFSA** and thereby accepting these **Terms and Conditions** have the authority to do so on behalf of **Client** and that **Client** will not later assert any defenses that the party executing these **Terms and Conditions** on its behalf was not authorized to act on its behalf.

n. <u>INDEPENDENT CONTRACTOR:</u> **Platon Pro** is an independent contractor. Nothing in these **Terms and Conditions** will be construed as creating any joint venture, partnership, employment, or agency relationship between **Platon Pro** and **Client**.

o. **FORCE MAJEURE: Platon Pro** shall not be liable to **Client** for any default or delay in the performance of any of its obligations under these **Terms and Conditions**, including failure of the services provided to **Client** under these **Terms and Conditions**, resulting directly or indirectly from forces or events beyond **Platon Pro**'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, or power or telephone failure or inability to obtain access to any website included in the services included under these **Terms and Conditions**.

p. **SURVIVAL:** Except as otherwise expressly provided in these **Terms and Conditions**, all representations, obligations of **Client**, warranties, and covenants contained in these **Terms and Conditions**, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of these **Terms and Conditions**, will survive the termination of these **Terms and Conditions** forever or until the maximum time allowed by either Federal, State, or local law, whichever is longer. Such surviving provisions include without limitation the termination provisions, payment obligations, disclaimers, non-solicitation, proprietary rights, confidentiality, all **Platon Pro** rights relating to **Software** and licensing, and **Platon Pro** rights relating to data integration and management.

For any additional information or questions or concerns, please contact **Platon Pro** at **1-800-516-6391**.