

# COMMVERGE MARKETING DBA APPARA INTERNET SERVICES AGREEMENT

This INTERNET SERVICES AGREEMENT (the “Agreement”) represents the sole agreement made between commVerge Marketing LLC, a Connecticut Company, with an office and place of business at 167 Cherry Street, Suite 146, Milford, Ct, 06460 and its Appara brand (“Company”), and the purchasing entity (“User”). It is made and entered into on the day the online transaction is executed by the User (the “Commencement Date”).

CommVerge Marketing intends to provide its Appara brand individualized marketing services to users who accept the terms of this Agreement. These services include consulting sessions regarding social media, e-mail campaigns and marketing, digital marketing services and other special services purchased by the User. Monthly individualized reports of User’s marketing activity, based on the plan they select will also be included in services provided. Available plans and their associated services are described in Exhibit A.

The Company’s services are made available through its website (the “Website”) and marketing service specialists. By purchasing and accessing services of the Company on the Website, User has identified the services it would like through its selections concerning Exhibit A and agrees to be bound by all of the terms and conditions contained in this Agreement.

All content and graphics developed for the User are property of the User subject to the terms of this Agreement, so long as User is current in all obligations to Company and is not otherwise in default as described in this Agreement.

## 1. LIMITED LICENSE

(a) Copyright. Website contains original materials (“Materials”), the copyright for which is owned by Company or licensed by Company, and which utilize software (“Software”) developed and licensed by commVerge Marketing, Appara and third parties to search, retrieve and display the Materials. All other information displayed, transmitted or carried on the

Website (including, but not limited to, directories, guides, articles, opinions, reviews, text, photographs, images, illustrations, audio clips, video clips, trademarks, service marks and the like, (collectively the “Content”) is protected by copyright and other intellectual property laws. The Materials, Software and/or Content, and the rights thereto, are owned by Company, its affiliates or third party licensors. No copyright is claimed in the text of quoted or reproduced content in the Materials, Software, Documentation (as such term is defined herein) and/or Content. User agrees to the following: to abide by all copyright notices and restrictions attached to Website and/or any Materials, Software and/or Content accessed through Website, not to alter Website and/or the Materials, Software and/or the Content in any way, and not to alter or remove any trademark, copyright or any other notice from copies of Website and/or the Materials, the Software and/or the Content.

(b) Subscription Access. In the event User purchases a subscription for services as described herein (each a “Subscription”), then subject to the terms and conditions of this Agreement, User shall have access to the reports, customer lists or other information owned by the User in the User’s file. User may access the User file by password. The User will not at any time have access to any programs or materials on the Website or otherwise stored or used by Company except for the documents contained in the User file. User will have access to the User file beginning five business (5) days after the date User’s Subscription has been approved until the date this Agreement is terminated by either party, pursuant to the provisions of this Agreement.

## 2. USE RESTRICTIONS

Except as expressly authorized pursuant to the terms of the limited license set forth in Section 1 of this Agreement, User may not and may not permit others to:

(a) Sell, rent, lease, license, sublicense, or assign the Materials, Software, the Content and/or the documentation of certain research results or

statistical analyses (the “Documentation”), or the use of the Materials, Software, the Content and/or the Documentation to others without the prior written consent of the Company;

(b) Transfer the Materials, the Content and/or the Documentation or any copy thereof to another party, unless User receives prior written permission from the Company;

(c) Reverse engineer, decompile, disassemble, or otherwise derive the source code from the Software;

(d) Alter, modify, adapt, reconfigure, or prepare derivative works of the Materials, Software, the Content and/or the Documentation;

(e) Provide or permit access to the User file, Software, the Content and/or the Documentation except for the sole use of User in accordance with the terms of this Agreement;

(f) Archive or retain any of the Materials, Software, the Content and/or the Documentation in any form without the written permission from Company except that contained in the User’s file;

(g) Distribute (including via e-mail or the Internet), or otherwise make available, copies of the Company Materials, Software, the Content and/or the Documentation to others, whether or not for payment or other consideration, without the prior written permission from Company. Requests for permission to retain, distribute or reproduce may be submitted to Company at 167 Cherry Street, Suite 406, Milford CT 06460.

(h) Copy, extract, summarize, distribute or otherwise use the Materials, Software, the Content and/or the Documentation in any manner which competes with or substitutes for Company’s distribution of the Materials, Software, the Content and/or the Documentation to its customers.

### 3. CHANGES IN THE WEBSITE

Company may modify, suspend, discontinue or restrict the use of any portion of the Company Website, including the availability of any Materials, Software, and/or the Content at any time and without notice or liability. If Company makes any of the above changes to the Website and User's enjoyment of the benefits of this Agreement are materially affected, User may terminate the Agreement, immediately cease to pay fees, and request a refund of any payments not actually earned by Company as verified by Company. Company will not unreasonably deny such refund.

### 4. SCOPE OF SERVICES

User will select the Scope of Services from the options provided by Company on the Website during the Subscription process. User's selection will be incorporated as Exhibit A to this Agreement.

### 5. PROFESSIONAL RESPONSIBILITY

User acknowledges that User is purchasing the Subscription hereunder to assist User in User's regular course of business. User further acknowledges that it is User's responsibility to review the Documentation to determine that all information provided to User is sufficiently accurate for User's purposes. The Materials, the Software, the Content and/or the Documentation are not intended to be a substitute for the exercise of User's judgment.

### 6. INTERNET LICENSE EXPIRATION

User expressly acknowledges that Company and its licensors retain outright ownership of all of the Materials, Software, the Content and/or the Documentation on the Company website except for materials contained in the User file. Except as otherwise provided herein, Company does not require the return of the Materials and/or the Documentation accessed by User pursuant to this Agreement either at the end of the Term (as defined herein) covering this Agreement or upon receipt by User of updated Materials, Software, Content and/or the Documentation. Consequently, access to the Materials, the Software, the Content and/or the Documentation on the Website granted to User pursuant to this Agreement

will automatically expire upon termination by either party. Company may at its sole and absolute discretion provide at User's request materials completed before termination for up to sixty (60) days after termination. Company may charge User for any expenses incurred in meeting such requests. User will take no unauthorized action to extend User's access to the Materials, the Software, the Content and/or the Documentation beyond the authorized time period. This Agreement and all of User's rights to the Materials, Software, Content and/or Documentation shall cease and terminate immediately in the event of a breach by User of any of the terms and conditions of this Agreement or in the event User fails to maintain User's Subscription for use of the Materials, the Software, the Content and/or the Documentation in good standing.

## 7. USER OWNERSHIP

(a) All content and graphics developed for the User are property of the User subject to the terms of this Agreement, if the User has met all the User conditions of this Agreement.

(b) All campaign reporting is the property of the User subject to the terms of this Agreement if the User has met all the User conditions of this Agreement.

(c) All customer information supplied by the customer and identified as confidential is the exclusive property of the User. Any customer information developed for User by Company will be provided to User, if the User has met all the User conditions of this Agreement.

(d) User shall retain outright ownership of the information contained in the User file. User file includes all previously owned logos, images, graphics and promotional material, and any logos, images, graphics and promotional material created for the User by the Company, provided the User has paid the Company as contracted for all mentioned materials.

(e) Graphic services and products are not proprietary to User

## 8. TERMINATION

(a) Company retains the right to cancel this Agreement immediately without notice or further obligation upon discovery that the User is either engaged in an illegal activity or an activity generally considered abhorrent to the public.

(b) Either party may rescind this Agreement within five (5) business days of the obtaining of a Subscription with or without cause with exception of charges of non-refundable one-thousand dollars (1,000.00) for set-up charges to be paid by the User to the Company. If rescinded within the five (5) days, neither party will have any further obligations to the other and all amounts except for the set-up charges paid by User will be refunded by Company within a reasonable time.

(c) Without Cause: Either Company or User beginning ninety (90) days after the first payment is received may terminate this Agreement by providing sixty (60) days written notice to the other party.

(d) Cause: Other Than failure to pay: Either Company or User may terminate this Agreement for breach by giving thirty (30) days written notice or electronic notice of the breach to the defaulting party and allowing the defaulting party to remedy the breach within such thirty (30) day notice period. If User defaults, Company will provide no further services nor allow access to User's file upon notice of such breach until such breach is cured. If Company terminates for cause, User will be obligated to pay the amount owed for the initial ninety (90) days of the Subscription if not yet paid plus the amount which would be owed for an additional sixty (60) days

(e) Cause: failure to pay: If Company does not receive payment upon submitting charges to User's identified credit card on the due date called for in Exhibit A, Company will notify User and at User's request may, in Company's sole and absolute discretion, attempt one more time to obtain payment from User's designated credit card. Should User's identified credit card fail to provide payment upon Company's second failed attempt to

obtain payment, User must immediately provide alternative payment or Company may immediately cease provision of the services, disallow User access to the User file and terminate this Agreement as described herein. If payment is not received in five (5) days from User notification, Company will provide no further services nor allow access to User's file until breach is corrected. If Company terminates for cause, User will be obligated to pay the amount owed for the initial ninety (90) days, if not yet paid, plus the amount which would be owed for an additional sixty (60) days. If the initial ninety (90) days are paid for User will pay the amount owed for an additional sixty (60) days from cancellation.

Regardless of the reason for termination, Company shall retain all sums paid by User hereunder to the date of breach and as otherwise described herein. The provisions of Section 1 (Limited License) and Section 2 (Use Restriction) shall survive any termination of this Agreement.

#### 9. PAYMENT

Payment must be by credit card (Visa, Master Card or American Express) or debit card (Visa, Master Card or American Express). User authorizes Company to make charges against the specified card as agreed to in this Agreement and specified in Exhibit A of each specified marketing service plan. Automatic payment will be processed in accord with each marketing service plan. Late payments do not alter the start and due dates of service plans.

#### 10. CREDIT INVESTIGATION AND APPROVAL

This Agreement and the Subscription are subject to credit and other approvals and acceptance by Company at its office. By User's Subscription, User authorizes Company to make whatever credit investigations it may deem appropriate and to exchange any information received in the course of such investigation with appropriate parties. Company may request reports from credit reporting agencies or others.

#### 11. UNCOLLECTED AMOUNTS

Company shall have the right to recover expenses including collection costs

and reasonable attorney's fees incurred in collecting overdue amounts. At Company's option, the entire price due under User's Subscription and/or under any other agreement that User may have with Company shall become immediately due and payable upon User's breach of any term, provision or condition of User's Subscription, and/or of any other agreement that User may have with Company.

#### 12. ARBITRATION

It is expressly agreed between User and Company that any controversy or claim arising out of or relating to this Agreement (expressly excepting therefrom any claim by Company for payment due from User hereunder) shall be settled by binding arbitration in accordance with the substantive laws of the State of Connecticut (excluding choice of law) and the Commercial Arbitration Rules of the American Arbitration Association. It is further expressly agreed that judgment upon any award rendered by a single arbitrator may be entered in any court of competent jurisdiction.

#### 13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its conflicts of law provisions. Copyright issues are an exception and are governed by the laws of the United States. Venue is proper in federal and state courts.

#### 14. NO ASSIGNMENT

The licenses and passwords granted and assigned to User pursuant to this Agreement are personal to User, and under no circumstances may be assigned, sublicensed or transferred by User without Company's prior written consent. Any attempted assignment, sublicense or transfer shall be null and void and shall result in the immediate and automatic termination of the licenses and passwords granted under this Agreement.

#### 15. ENFORCEABILITY/WAIVER

If any provision to this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. The failure of



either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.

#### 16. NOTICES

Company may give notice applicable to Company's customer base by means of a general notice on the public portion of the Website, and notices specific to User by electronic mail to User's e-mail address on record in Company's account information or by written communication sent by first class mail or pre-paid post to User's address on record in Company's account information. If User's has a dispute with Company, wishes to provide a notice under the Agreement, or becomes subject to insolvency or other similar legal proceedings, User's shall promptly send written notice to 167 Cherry Street, Suite 406, Milford CT 06460.

#### 17. FORCE MAJEUR

Neither party shall be responsible for failure or delay or performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, security breach, data hacking or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than twenty (20) days, either party may cancel this Agreement upon written notice as described in the termination provisions provided herein. This section does not excuse either party of its obligations to take reasonable steps to follow its normal disaster recovery procedures or User's obligation to pay for the services provided.

#### 18. ENTIRE AGREEMENT

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written between the parties relating to this Agreement.

## 19. ACCEPTANCE

Digital acceptance and execution of this Agreement are deemed complete when User checks the “I Agree” box in Exhibit A and commits to the credit card conditions of payment.