

Comentum Corp.

6222 Ferris Square, San Diego, CA 92121
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Welcome to Comentum Corporation ("Comentum") Comentum's Terms of Service and Licensing Agreement ("TOS")

(Version 3.0 – last updated June 18, 2014 – 20 items, 11 pages)

1. ABOUT THESE TERMS

This document establishes the Terms of Service and Licensing Agreement ("TOS") for all of Comentum Products and/or Services ("Services").

By using and/or subscribing to any of Comentum Products and/or Services, you are agreeing to Comentum's Terms of Service and Licensing Agreement ("TOS"), which supersedes all of your previous representations, understandings or agreements with Comentum.

If you are entering into this Agreement on behalf of an entity, such as the company you work for, you represent to Comentum that you have the legal authority to bind that entity to Comentum's Terms of Service and Licensing Agreement ("TOS").

Please print this TOS and keep it for your records.

2. UPDATES TO COMENTUM'S TOS

From time-to-time, Comentum may make updates to this TOS.

If you have a signed agreement with Comentum that references and is attached to a version of Comentum TOS that is printed, you are bound by the attached printed version of Comentum TOS; otherwise, you are bound by the most recent version of Comentum TOS.

Comentum will notify you via Email or through our Online Portal (Project Management System) about updates to our TOS.

If you do not agree to our most recent updates to our TOS when you receive our TOS update notification, please discontinue using our Services.

3. DEFINED TERMS

Model-View-Controller (MVC) is an application architecture system and pattern developed and organized to separate program logic, program action and design, which provide the independent design, development and maintenance of each areas.

Comentum Libraries are collections of functions, subroutines, classes, programs, eCommerce classes and functions that are developed, updated and are continuously being developed by Comentum.

Comentum Framework consists of sets of Comentum Libraries, Open Source Libraries and Tools organized in an architecture system.

Open Source Libraries are collections of functions, subroutines, classes and programs that are open source and distributed under a GNU GPL, LPGL, BSD or MIT licensing agreement.

Open Source Framework is sets of Open Source Libraries and Tools organized in an architecture system

Development Tools consists of Programming Languages, Databases, Programming Frameworks, Code Libraries, Modules, Application Programming Interface (APIs.)

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Common Functions, Classes and Modules are programming functions, programming classes and/or sets of programming functions or programming classes that have common behaviors or operations in building Applications. (For example: uploading photos to a photo library or a contact us form and submission code.)

Customer Data refers to all data including but not limited to personal information, financial information, health information, customer's purchases, customer's billing and shipping information, records, files, materials, reports, forms and other such items that are received, stored, or transmitted using Comentum Services.

Confidential Information means all technical, financial and business information of any kind whatsoever including, where appropriate and without limitation, all data, compilations, blueprints, plans, audio and/or video recordings and/or devices, information on computer disks, software, source code, object code, tapes, printouts and other printed, typewritten or handwritten documents, specifications, systems, schemas, methods (including delivery, storage, receipt, transmission, presentation and manufacture of audio, video, informational or other data or content), strategies, business and marketing development plans, customer lists, research projections, processes, techniques, designs, sequences, components, programs, technology, ideas, know-how, improvements, inventions (whether or not patentable or copyrightable), information about operations and maintenance, trade secrets, formulas, models, patent disclosures, information regarding the skills and compensation of Company employees, information concerning the actual or anticipated business, research or development of the Company or its actual or potential customers or partners, information which is or has been generated or received in confidence by or for the Company by or from any person, and any other information as well as any and all tangible and intangible embodiments thereof of any kind whatsoever including, where appropriate and without limitation, all compositions, machinery, apparatus, records, reports, drawings, copyright applications, patent applications, documents and samples, prototypes, models, products, design samples, mock ups, renderings, graphical content, logos, illustrations, branding materials and the like.

Application refers to a Software Application that runs and is accessed over a network such as Internet or Intranet ("Web Application") and/or a Software Application that is designed to run on smartphones or tablet computers ("Mobile Apps").

Application Main Source Code is the Application Source Code that is considered as the primary Application Source Code and is the code from which all copies will be made.

Entity is a person, department, team, corporation, cooperative, partnership, or other group with whom it is possible to conduct business.

Client, You, Your refers to any person or entity who uses Comentum Services.

Comentum, We, Us , refers to Comentum Corporation.

Description of Work refers to the itemized or detailed list of Service items which is included in the Agreement to be provided by Comentum and paid by Client.

Staging Link Is a fixed link to the development area of the Application. Client can use that link to review the project progress at anytime.

Software Bugs and/or Errors refers to program bugs, errors and mistakes in design and development including but not limited to Software Bugs, Application Bugs, Software Errors, Design Mistakes, Spelling Errors, Software Interruptions, Database Interruptions, Data Loss.

4. COMENTUM SERVICES CATEGORIES

Comentum Services are categorized into the following categories:

a) Project Based Services are Services provided based on Projects that have a Description of Work and Timeline with a Project initiation date and completion date. The following Services are considered Project Based Services: Custom Web Application Development; Custom Database Software Development; Web Design; Brand Development; eCommerce Software Development; Content Management System (CMS) Development; Mobile App Development; iPhone and iPad App Development; Search Engine Optimization (SEO); Search Engine Marketing (SEM); Social Media Marketing; Web Application Consulting; Internet Business Strategy; Project Management Software; Customer Relationship Management

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Software; Web-based Time Card Software; Social Networking Software; Learning Management Software; Online Ticketing System; Online Reservation System, Online Survey Software; Online Polling Software; Blog Software; Forum Software; Installation, Setup and Customization of Third Party Software; Application Programming Interface (API) Development and/or Implementation; Application Troubleshooting; Application Bug Fixing.

b) Subscription Services are Services provided based on the Description of Work and are continuous Service(s) without an end date. The following Services are considered Subscription Services: Server Colocation Services, Dedicated Server Hosting (Unmanaged), Dedicated Server Hosting (Managed), Managed Server Security Services, Managed Web Application Security Services, Domain Name Services, Shared Hosting Services, Email Services, Internet Access Services, Monthly Search Engine Marketing Services, and Monthly Maintenance and Support Services.

5. COMPLIANCE WITH THE LAW

a) Comentum Services may be utilized only for lawful purposes. You acknowledge to have the legal rights and lawful authorization to the Materials you are transmitting, hosting and/or submitting to us for design and/or development purposes. Legal rights and lawful authorization includes but is not limited to copyright, trademark, trade secrets, invasion of privacy, harassment, fraud, trafficking in pornographic material, drug dealing, United States federal, state and local laws and regulation.

b) You are responsible for understanding the regulatory requirements applicable to your business or organization and for selecting and using Services that are appropriate for your business or organization in order for you to comply with the applicable requirements.

c) You acknowledge that information stored on your account space and/or storage, or collected by your website and/or mobile app, is your responsibility. You are responsible for understanding the legal responsibilities of hosting, collecting, transmitting, and maintaining security over any information, data, confidential information, customer data, proprietary assets, intellectual property, or other materials stored on your server or website account or collected by your mobile app.

6. PAYMENTS

a) If Comentum provides Project Based Services, there are installment payments created based on the percentage of project milestones delivered and Description of Work.

The percentage of completed work is evaluated by both parties based on reviewing and comparing the Description of Work to the project progress by reviewing the Staging Link, and adding the percentage of completed work for each module.

Below is a simple example of project cost and installment payments:

Project Cost: \$20,000

Example Installments (from Agreement):

\$5000 - to Commence Work

\$5000 - Approximate 35% Project Progress

\$5000 - Approximate 65% Project Progress

\$5000 - Completion Payment

Example Modules (from Description of Work):

Module 1 - Design (20%)

Module 2 - Ecommerce Development (30%)

Module 3 - CMS Development (30%)

Module 4 - Data Migration and Deployment (20%)

Example of Installment Invoices Created:

Week 1 - Commence Work: 1st Installment Invoice is established, billed and paid to start work.

Week 3 - Design Completed: 100% (20% of Project) and Ecommerce Progress: 50% (15% of Project)

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35% of project is completed - 2nd Installment Invoice is established and billed.

Week 5 - Ecommerce Completed: 100% (30% of Project) and CMS Progress: 50% (15% of Project)

65% of project is completed - 3rd Installment Invoice is established and billed.

Week 8 - 100% of project is completed - 4th Installment Invoice is established, billed and paid to deploy completed project.

- b)** It is Client's responsibility to make sure that the invoices for the Services are paid and Comentum has received the funds for the payments.
- c)** If Client's account becomes past due and/or if Client has past due invoices, Comentum has the right to suspend all work and/or Service until Comentum receives the payment for past due invoice(s) and/or the Client's account becomes current.
- d)** Subscription Services are pre-paid on the first of each month and are past due after the 10th day of the month.
- e)** Clients with past due invoices will be charged a late fee of 3% for every 21 days for every invoice that is past due.

7. RESPONSIBILITIES OF PARTIES

The following items are the responsibility of the Client for the successful execution of Client's project and Agreement:

- a)** If Client discusses and/or communicates feature(s) or function(s) verbally or in writing, it does not necessarily mean that those features are quoted and/or included in the Description of Work and cost as part of the Agreement. This is because there may be items that are missed or misconstrued during the project evaluation discussion or communication. It is the Client's responsibility to fully review the Description of Work and Agreement to make sure that the Description of Work includes all items that Client requires and expects to be in the Agreement.
- b)** Client can always request to add new features and/or functionality items that was not included as part of the Description of Work to the project and Comentum will provide a cost and timeline for the added items.
- c)** It is the responsibility of Client to make sure that the accurate project details are communicated to Comentum. When a request has a brief or vague description, it can be interpreted differently and produce a different project outcome.
- d)** When a Client does not provide timely feedback to Comentum's provided link to the progressed or completed work, does not provide timely response to Comentum's questions and/or content and/or material request that are required as part of the project, the project Timeline is extended or becomes void based on the length of time of the delays; consequently, Comentum may not be able to provide similar time-frame or provide the work in rush in order to meet Client's required deadline.

The following items are the responsibility of Comentum for the successful execution of Client's project and Agreement:

- a)** Comentum will provide a Staging link for Client to view the work in progress and provide periodic updates to the Staging link.
- b)** Comentum will provide a negotiated periodic progress updates (for example, weekly or bi-weekly) with information on completed and/or pending tasks and/or features.
- c)** Comentum will send periodic questions and/or request for content and/or material that are needed as part the project development
- d)** Comentum will provide a reasonable meeting or communications as stated in the Description of Work in order to go over items in question as it relates to Description of Work and the Agreement.

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e) At the completion of the project, Comentum will provide a support plan / maintenance options and pricing for the new work requests and/or version updates

8. DISCLAIMERS

a) You acknowledge that Comentum makes no warranties of any kind, express or implied, for Comentum Services, including warranty of merchantability or fitness of Comentum Services for a particular purpose or use. As a result, you agree that Comentum shall not be liable to you or any of your customers, or any third partie(s) for any claims or damages which may be suffered by you or your customers or third parties, including, but not limited to, losses or damages of any and every nature, resulting from any error(s), delays, system outages, missing functionalities and/or features and/or software, the loss of data and/or your customer's data and/or loss of information and/or confidential information, amount of traffic or visits to your site, changes in browser and/or server software which may cause your Website and/or Mobile App to be outdated, inability to access the Internet, and/or inability to transmit or receive information.

b) You agree to indemnify and hold Comentum harmless from any and all claims of whatever nature brought by any of your customers against Comentum related to any products and/or services provided to you by Comentum.

c) Comentum makes no warranty of any kind for your business income and/or financial outcome related to your project; therefore, Comentum shall not be liable for any claims and/or damages of any nature brought by you.

d) Comentum does not promise that Comentum Services will be provided without any interruptions, error-free, meet your timeline, fully secure and/or fully matching your expectations and you acknowledge that there are risks involved in using Comentum Services which requires Internet connectivity and/or hosting that could result in the loss of data and/or information.

e) You acknowledge that any Application and/or Software Development Project may have Software Bug(s) and/or Error(s) and Comentum will not have any other liability except to fix any Software Bug(s) and/or Error(s) at no cost, that are caused by Comentum, providing that the Software Bug(s) and/or Error(s) are submitted to Comentum by Client in writing during the Warranty Period as described below.

f) You acknowledge that any Project will have a detailed list of items to be worked on and completed, and there may be item(s) that are not completed, by error. Comentum will not have any other liability except to complete any items that were not completed by Comentum, but were included in the Description of Work and were paid by Client.

g) You acknowledge that in the execution of any Project Based Services, there may be circumstances that can delay the Timeline of any Project Based Services therefore, you agree that Comentum shall not be liable to you and/or third partie(s) for any delays to the Project Timeline and/or delivery of your Project.

h) Optional Specialized Services - You acknowledge that any Project Based Services may require the advice of specialist consultants in each specialized area for executing the best implementation of your Project. Comentum is not obligated to provide Services for all aspects of your Projects including but not limited to Specialized Services which requires hiring expert consultants.

The following Specialized Services are sometimes assumed to be part of any project; however, they are separate, extended services and unless they are stated and itemized in the Description of Work, they are not part of a typical Comentum Agreement:

- Mobile Friendly Website
- Content Creation
- Copy Writing
- Copy Correction
- Custom Photography
- Market Research and Analysis
- Usability Research and/or Usability (Focus Group) Testing

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- Design, Usability, and/or Brand Consulting
- Technical Consulting
- Technical and/or Development Training
- Search Engine Optimizations and Marketing (SEO/SEM)
- PCI Compliance Scanning and Implementing the Recommended Vulnerabilities Fixes
- Server and/or Web Application Monitoring and Maintenance
- Web Application and/or Mobile App Performance Testing
- Server Hardware and/or Software Performance Testing
- Web Application and/or Mobile App Scaling
- Server Hardware and/or Software Scaling
- Managed Server Security Services and Intrusion Detection Software Installation and Maintenance
- Server Software and Website or Web Application Security Audit, Monitoring and Updates
- Website / Web Application Backup Services or Off site Location Backup Services

i) You are solely responsible for selecting and ordering the appropriate Services for your requirements and your customer's requirements. You are also responsible to select Services or hire a third party consultant to select appropriate Services for you and your customer's needs as it relates to keeping your Customer's Data secure.

j) Any voluntary and/or complementary Services that are provided by Comentum are provided AS IS and without any warranty of any kind and/or assumption that the voluntary and/or complementary services were part of a new or special agreement outside the requested work.

k) Comentum is not required to be aware of or understand the regulatory requirements applicable to your business or organization and is not responsible to provide you information about your regulatory requirements applicable to your business.

l) The utilization of any data or information received by you or your customers from the utilization of the service to be provided by Comentum is at Client and its customer's sole and absolute risk. Comentum specifically disclaims and denies any responsibility for the completeness, accuracy or quality of information obtained through the services to be provided hereby.

m) Comentum is not responsible for bringing traffic or business to Client's Website through Search Engines, or by any other methods or means. Comentum does not guarantee that a Website will appear or have any particular ranking or position on any Search Engine.

9. LIMITS ON DAMAGES

The maximum amount of damages that Comentum would be liable is for the cost of the item(s) and/or Service item(s) that Client has paid for, but did not receive the item(s) and/or Service item(s).

For example:

If Client paid for a list of items and one of the items was not completed or completed incorrectly, the maximum amount of damages that Client can claim is the cost of that one item that was not completed and/or completed incorrectly

If Client paid for an Application development, the Application will have a list of the items, and the maximum amount of damages that Client can claim is the cost of the item(s) that Client paid for but the items were not completed and/or completed incorrectly.

If Client paid for hosting at \$240 per month and there was an Internet outage, or hardware failure, or a security breach for a given month, the maximum cost damages would be \$240 or the prorated outage time rate.

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10. LICENSING AND SOURCE CODE ACCESS

If Comentum provides Project Based Services for your project, below Licensing and Source Code access terms apply:

a) If Client requests to use any third party companies' and/or organizations' Development Tools, Client agrees and is bound by the third party companies' and/or organizations' terms and licensing agreement(s). The third party's terms and licensing agreement(s) are between Client and third parties and they do not apply to Comentum. Comentum is not liable for providing information, maintaining license terms, and/or acting as the intermediary for any license resolution or issues arising in regard to using any of the requested third party companies' and/or organizations' Development Tools.

Other than item 9. a) i, third party companies' and/or organizations' Development Tools are commonly used in Applications and are provided below AS-IS and as a courtesy. This list is not complete and Client's Application may require using other third party Development Tools.

Comentum will be using one or more of the following Development Tools with the following terms and license agreements.

i. Comentum Framework and/or Comentum Code Libraries and/or Comentum Modules: Comentum's License term is described in item 9.b.

ii. Open Source Framework and/or Open Source Code Libraries and/or Open Source Modules: GNU GPL, LGPL, BSD or MIT licensing agreement:

<http://opensource.org/licenses>

iii. Google APIs Terms of Service:

<https://developers.google.com/terms/>

iv. Yahoo APIs Terms of Service:

<http://info.yahoo.com/legal/us/yahoo/api/api-2140.html>

v. Microsoft Bing Maps Platform API:

<http://www.microsoft.com/maps/product/terms.html>

vi. Facebook API Terms (Facebook Platform Policies):

<http://developers.facebook.com/policy/>

vii. Twitter API Terms:

<https://dev.twitter.com/terms/api-terms>

viii. Google Play Terms of Service:

http://play.google.com/intl/en_us/about/play-terms.html

ix. Apple iOS Terms:

<https://developer.apple.com/appstore/guidelines.html>

x. Authorize.net Terms:

http://www.authorize.net/resources/files/Authorize.Net_Service_Agreement.pdf

xi. PayPal Terms:

https://cms.paypal.com/us/cgi-bin/?cmd=_render-content&content_ID=ua/Legal_Hub_popup

b) Comentum License Terms: Comentum Framework and Libraries have the following Flexible License use:

i. Client can download, use, and modify the Application Main Source Code

ii. Client can use other developer(s) to modify the Application Main Source Code

iii. Client can host the Application at other hosting company(s)

iv. Client can transfer the license to use Comentum Framework and Libraries to any third party that agrees to the same Licensing agreement by providing a written notice to Comentum of the license transfer

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Comentum Framework and Libraries have the following License use restrictions:

- i. Client's access to the Application Main Source Code is subject to Client's payment for the completed work and the license cost of Comentum Framework and Libraries.
- ii. Client cannot distribute, resell or give away the Comentum Framework, Comentum Libraries, Comentum eCommerce, Comentum CMS, Comentum LMS, Comentum Blog.

Upon Client's request, Comentum will provide access to the Application Main Source Code to Client via FTP or SFTP access ("Access") for their live hosted Website or Application. Client agrees that upon Comentum providing Access to Client and /or Client's Website administrator or staff, Comentum will not be responsible for any changes and/or modifications done to Client's Website or Application due to this provided Access. Client agrees to hold Comentum harmless for any loss or damage to the Website or Application due to this provided Access.

The licensing cost of Comentum Framework, Comentum Libraries, Comentum eCommerce, Comentum CMS, Comentum LMS, Comentum Blog is included in the cost of the Application design and development stated in this agreement

Upon Client's request, Comentum will provide the copy of the Application Main Source Code to client after all of the outstanding invoices are paid for the completed work provided as part of the source code.

Comentum will retain the ownership rights to Comentum Framework, Comentum Libraries, Comentum eCommerce, Comentum CMS, Comentum LMS, Comentum Blog and will grant a limited, perpetual, royalty-free, non-exclusive license to Client for use in Client's Application subject to payment of all invoices for progress and completed work.

If Client's project is unique and has functionalities that are custom and unique and are rarely implemented on other Applications, Client will retain the ownership rights to the Application with the exception of Comentum Framework, Comentum Libraries and/or any common functions, classes, modules, libraries and/or any third party copyrighted materials.

c) Third party(s) copyrighted materials and/or intellectual properties including but not limited to stock photos and/or graphics, music, videos, text, documents, and/or licensed software are owned by respective third party companies and/or subject to third party companies licensing agreement(s).

Below third party stock photo service is a common stock photo service that Comentum uses for Client's project; the following is ThinkStock's terms and license agreement: <http://www.thinkstockphotos.com/legal/license-information-details>

11. COMPATIBILITY

Comentum uses Web Application Framework(s), Mobile App Development Framework(s), JavaScript Libraries and Frameworks, Development Platforms, Programming Languages, Markup Languages and Style Sheets, and uses the versions of the above technologies that are widely available and current at the time of project development. Since software, web browsers, platforms, frameworks, mobile platforms, mobile technologies, and screen resolutions change periodically and unpredictably, Comentum can only guarantee the project to be compatible for the platform(s) that were relevant at the time of development.

12. WARRANTY, BETA TESTING, DEBUGGING

"Warranty Period" and/or "Beta Launch Period" is a period of 60 days from the project completion date, unless Comentum and Client have a written agreement with a different duration for the "Warranty Period" and/or "Beta Launch Period." Comentum will fix any Software Bugs and/or Errors that are developed and/or caused by Comentum during the Warranty Period at no cost to the Client. After the Warranty Period, Comentum and Client can negotiate a cost or Client can purchase a Maintenance Plan from Comentum for any Software Bugs and/or Errors and/or updates and/or changes to the Client's Project.

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If the project source code was developed by another programmer and/or company, Comentum will not provide any warranty of any kind on the Application and/or source code, and all troubleshooting and/or repairs and/or updates to the Application and/or source code will be charged hourly based on our Maintenance Plan.

During the Warranty Period, it is recommended that the Client fully review and test the Application and submit any Software Bug(s) and/or Error(s) to Comentum via Comentum's Online Project Management System or via Email in order for Comentum to fix the Software Bug(s) and/or Error(s).

Functionalities that were assumed to be part of the project and were not included in the Description of Work, and/or incorrect use of the Application feature(s) and/or Interfaces by Client or its customer(s), are not considered Software Bug(s) and/or Errors.

If Client and/or any third party accesses the Application Main Source Code and/or relocates the Application Main Source Code and/or the database to another server, the Warranty becomes void.

13. TIMELINE

Projects are designed and developed based on progress milestones. Comentum provides periodic progress reports and Client reviews the progress and provides feedback or information.

Client can request periodic meetings, agreed by both parties, via phone, conference call or in person (at Comentum's office) to stay pro-active in the design and development project and to discuss and keep track of the project progress and Timeline.

During each progress meeting, Client and Comentum will discuss the Timeline and if the progress is behind schedule because of unforeseen circumstances, or newly discovered programming matters, outside the control of Comentum, or a delay in content delivery from Client, a new Timeline will be negotiated between the parties.

If Client does not provide timely response and/or feedback to Comentum's request for information, content, questions, and/or feedback request(s), the Client Project's Timeline will be extended based on the number of days that were delayed in Client's feedback and/or response. (Typical timely response is within 3 business days).

If Client revises or adds functionalities or design outside the project scope, a new project cost and Timeline will be negotiated between the parties.

If Client's account becomes past due and/or if Client has past due invoices, the Client Project's Timeline will be extended based on the number of days that Client's account is past due and the availability of Comentum's staff resources when the Client's account becomes current.

14. COMENTUM'S HOURLY SERVICES AND SUBSCRIPTIONS RATES

Unless Client and Comentum have a written signed agreement that guarantees certain hourly rate(s) or subscription service rate(s) for a fixed period, Comentum can change its hourly rate(s) and/or subscription service(s) rate(s) by providing a 60 days notice via Email or through Comentum Project Management System.

If you have any material(s) from Comentum with advertised rate(s) that are older than 60 days, the advertised rate(s) may be outdated and are subject to change.

15. COMENTUM'S AVAILABILITY

Unless Client and Comentum have an agreed Timeline or a written signed Agreement for Comentum to set aside a fixed number of hours for a fixed period of time, Comentum does not guarantee availability for any allocated hours of work for any of Client's work requests and/or inquiries.

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16. TERMINATION

a) Client can cancel the Project at anytime; however, Comentum will be entitled to the cost of the following items:

- The work that is completed by Comentum prior to the cancellation.
- Other costs that are incurred by Comentum from Client's request(s) such as third party software or other licenses or subscriptions or purchases for Client prior to the cancellation.
- Comentum's Consultation, Communications, Wireframing and Revision Services provided prior to the cancellation date.

b) Comentum can cancel any Project Based Services at anytime based on the following items:

- If Client does not agree and/or violates Comentum's Terms of Service (TOS).
- Client's account becomes past due and Client does not make any effort to catch up with payments.
- If Client abandons the project and does not resume the Project for more than six months.

c) Unless Client and Comentum have a signed written agreement that includes a term period, Client and/or Comentum can cancel any Subscription Services by providing a 45 days written notice to either party without any reason.

d) If Client knowingly uses Comentum Network to send Spam Emails, Host Content that violates Third Party's Intellectual Property, Host Offensive Content including but not limited to Adult Content, Racist Content, Controversial Content which can create a mass retaliation or action(s) from users that can overwhelm Comentum's Network, Comentum has the right to disconnect Client's Services with Comentum and terminate Client's account and Services with Comentum immediately.

e) If Client unknowingly causes any network abuse issue(s) for Comentum including but not limited to using Comentum Network and/or Servers to send Spam Emails and/or to host malware and/or spyware or virus and/or host a site that fraudulently collects confidential information, and/or host fraudulent content and/or causes Comentum's network to become a target of any attack(s), Comentum has the right to charge Client hourly for spending resources to deal with the network abuse issue(s) by Client and disconnect Client's Services with Comentum immediately and not turn it back on until Client resolves the network abuse issue(s) and is no longer abusing Comentum's network.

If Client unknowingly continues to cause network abuses issue(s) for Comentum for more than three times, Comentum has the right to charge Client hourly for spending resources dealing with the network abuse issue(s) by Client and Comentum can terminate Client's Services permanently with Comentum once the network abuse issue(s) caused by Client reaches the fourth time.

f) If Comentum discovers that Client is running outdated software and/or hosting scripts that can cause security and/or network abuse issue(s), and if Comentum alerts Client about Client's outdated software and/or hosted scripts with security vulnerabilitie(s), and if Client does not resolve the outdated software and/or hosted scripts with security vulnerabilitie(s) issue within 30 days, Comentum has the right to terminate Client's Services and account after 30 days from Comentum's alert email.

17. CONFIDENTIALITY

Comentum will not disclose Client's provided project information including but not limited to Client's project planning, Client's project strategies, Client's project business processes, Client's project technical processes, Client's project blueprints, Client's project specifications, Client's project wireframing, Client's project detail or summary, Client's customers, vendors and/or user information with any person outside of Comentum's owners, employees and/or directors unless Client's provided information becomes public domain or the provided information has been in the possession of Comentum prior to Client's disclosure and can be verified through Comentum's documentation.

Client will not disclose Comentum's provided information including but not limited to: Comentum's provided quote, Comentum's provided functional specifications, Comentum's processes, Comentum's development technology and approaches, Comentum's provided advise with any person outside of Client, owners, employees, and/or directors unless Comentum's provided project information becomes public domain.

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6222 Ferris Square, San Diego, CA 92121
Phone: 858-410-1500 Fax: 858-410-0707
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18. INTERNET POLICY

a) Improper Uses - Client will avoid violation of certain generally accepted guidelines on Internet usage such as restrictions on mass mailings and mass advertisements, pirating or copying of software, mail bombing or other methods of attempting to deny service or access to other users, and attempts to violate security, including but not limited to attempting without authorization to enter into a secured computer system. Comentum strictly prohibits Unsolicited Commercial Email (UCE), also known as "Spam." This includes using Comentum's network to distribute unsolicited bulk email from Client's Website or Application on Comentum's Servers or using any outside network to send bulk email from Client's Website on Comentum Servers. Comentum reserves the right to determine what constitutes improper use.

b) Discretion and Judgment - Client is expected to use discretion in the treatment and handling of Internet information and data and to take particular care to insure that adult information is not transmitted to juvenile users of the Internet.

c) Misuse of System Resources - Client is not allowed to employ posts or programs which consume excessive CPU time or storage space; permitting use of mail services, mail forwarding capabilities, POP accounts, or auto-responders other than for the Client's own account; resale of access to CGI scripts installed on Comentum's Servers; or attempting to use a single customer account for third party Websites by allowing more than one domain pointer to be used to reference pages within the Client's Website.

19. DISPUTES

You agree that in the event a dispute arises concerning Comentum Services, that such dispute shall be resolved via an arbitration process. Unless the parties specifically agree otherwise in writing, such arbitration shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Further, you agree that any such arbitration shall be settled on an individual basis, and unless the parties agree otherwise in writing shall not be consolidated in any arbitration or suit with any claim or controversy of another party. You agree that all arbitration proceedings will be conducted in San Diego, California. You further agree that any interim or preliminary relief sought shall be brought in a court of competent jurisdiction in San Diego County, California.

20. SEVERABILITY

In the event that any provision of this agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this agreement which it evidences, shall remain in full force and effect.