



STATEMENT OF WORK (SOW) FOR DEMO ACCOUNT

1. This SOW is entered into in conjunction with attached Master Service Agreement (MSA) and in conjunction with Empress Privacy, both of which are attached.
2. Wherever terms and conditions of SOW(s) may conflict, then terms of SOW(s) shall prevail.
3. Customer is receiving a thirty day trial account only. Unless Customer becomes an active Customer and agrees to the terms of an appropriate SOW specifying the terms of such an arrangement, all Customer Content will be deleted in 30 days.
4. Technical support, training, integration, customization, and other services are available only to active Customers, not trial Customers.
5. Empress will detail what charges, if any, would be required to meet requirements of Customer, and will get approval for these charges before commencing work.
6. Empress will take all reasonable precautions to protect Customer's Content and access to Content, but make no guarantees of either. Customer agrees to make an independent backup of any and all material put into eMAM system.

MASTER PRODUCTS & SERVICES AGREEMENT

This Master Products & Services Agreement (the "Agreement") made by and between Empress Media Asset Management, LLC. (hereinafter "EMPRESS"), a New York limited liability company with its principal place of business at 306 W 38th Street, New York, NY and CUSTOMER, as specified into account setup.

1. Overview.

This Agreement states the terms and conditions by which EMPRESS will deliver and CUSTOMER will receive any or all of the Products & Services provided by EMPRESS.

This Agreement is intended to cover any and all Products & Services ordered by CUSTOMER and provided by EMPRESS. Capitalized terms shall have the meanings assigned to them herein or as defined in Section 10.

2. Delivery of Products & Services; Term; Fees.

2.1 Delivery of Products & Services.

By submitting to or consenting to a Statement of Work (SOW), CUSTOMER agrees to take and pay for (i) the Product(s) & Service(s) during the Initial Term and for any Renewal Term, and (ii) certain limited Products & Services and equipment needed by CUSTOMER on a "one-off" or emergency basis ("Supplemental Products & Services") where such Products & Services are not included within the scope of the Products & Services as described in the Statement of Work(s). CUSTOMER agrees to pay

EMPRESS the fees charged by EMPRESS for Supplemental Products & Services, and hereby authorizes EMPRESS to perform such Products & Services on its behalf.

ALL SUPPLEMENTAL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND EXCLUDE WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED in accordance with EMPRESS' current policies and prices.

2.2 Term.

- (a) Term Commencement. The term for Service will commence on the Service Commencement Date on SOW.
- (b) Term Duration: as stated on SOW.

3. Fees and Payment Terms.

3.1 Fees and Expenses. CUSTOMER will pay all fees due according to the prices and terms listed in the Statement of Work(s) and all other fees incurred related to Supplemental Products & Services, Professional Services, and reinstatement of service fees, all in accordance with then current EMPRESS prices and policies.

3.2 Payment Terms. On the Service Commencement Date for Service, CUSTOMER will be billed (the "Initial Bill") an amount equal to (i) all non-recurring charges indicated in the Statement of Work(s) and (ii) the monthly recurring charges for the first month of the term prorated for the number of calendar days remaining in such month. Subsequent monthly billing will occur on the first day of the calendar month of the term. Monthly recurring charges for all months will be billed (the "Recurring Bill") in advance of the provision of Services. All other charges for Services received and expenses incurred for Supplemental or Professional Services during a month will either be billed immediately or at the end of the month in which the Services were provided. Payment for all fees is due upon receipt of Empress's invoice. All payments will be made in U.S. Dollars. Notwithstanding anything to the contrary in this Agreement, EMPRESS expressly reserves the right to alter, change or amend its billing practices in its sole discretion, 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.

3.3 Late payments. Any payment not received within fifteen (15) days of the invoice date of the Initial Bill and thirty (30) days of the invoice date of a Recurring Bill (respectively, a "Payment Default") will accrue interest at a rate of two percent (2%) per month, or the highest rate allowed by applicable law, whichever is lower. CUSTOMER also shall pay to EMPRESS all expenses incurred by EMPRESS in exercising any of its rights under this Agreement or applicable law with respect to a Payment Default by CUSTOMER, including, but not limited to, reasonable attorneys' fees and the fees of any collection agency retained by EMPRESS.

3.4 Taxes. CUSTOMER will be responsible for and will pay in full all taxes and similar fees now in force or enacted in the future imposed on the transaction and/or the delivery of Products & Services.

4. Intellectual Property Ownership.

4.1 This Agreement does not transfer from EMPRESS to CUSTOMER any EMPRESS Technology, and all right, title and interest in and to EMPRESS Technology will remain solely with EMPRESS. This Agreement does not transfer from CUSTOMER to EMPRESS any CUSTOMER CONTENT, and all right, title and interest in and to CUSTOMER CONTENT will remain solely with CUSTOMER.

CUSTOMER agrees that it will not, directly or indirectly, reverse engineer, de-compile, disassemble or otherwise attempt to derive source code or other trade secrets from the other party and/or its third party vendors.

5. Limited Warranties.

5.1 Limitation. Empress' guarantees in the Order Form(s) shall be null and void if CUSTOMER fails to follow EMPRESS' policies or otherwise breach the Agreement in any respect.

5.2 No Other Warranty. THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE PRODUCTS AND SERVICES IS AT ITS OWN RISK. EXCEPT AS PROVIDED IN THE ORDER FORM(S), EMPRESS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

6. CUSTOMER Obligations.

6.1 Warranties of CUSTOMER.

(a) General. The person agreeing to this MSA represents that he or she is either the CUSTOMER or an authorized representative of the CUSTOMER, empowered to enter into legal agreement and representations on behalf of the CUSTOMER. CUSTOMER represents and warrants that (i) CUSTOMER possesses the legal right and ability to enter into this Agreement, and (ii) the performance of its obligations and use of the Products & Services (by CUSTOMER, its CUSTOMER and users) will not violate any applicable laws, or cause a breach of any agreements with any third parties or unreasonably interfere with other Empress's customers' use of Empress's Products & Services. CUSTOMER assumes all risks related to processing of transactions related to electronic commerce.

(b) Breach of Warranties. In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, EMPRESS will have the right, in its sole discretion, to suspend or terminate immediately any Products & Services.

6.2 Compliance with Law. CUSTOMER agrees that it will use the Products & Services(s) only for lawful purposes and in accordance with this Agreement. CUSTOMER will comply at all times with all applicable laws. The Rules and Regulations are incorporated herein and made a part hereof by this reference.

6.3 Third Party Rights. CUSTOMER shall not (i) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any Third Party Product (as defined in Section 7.4) or that appear during use of any Third Party Product; or (ii) reverse engineer, decompile, or disassemble any Third Party Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

7. Limitations of Liability.

7.1 Delays and Interruptions.

CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE PRODUCTS AND SERVICES, AND EMPRESS SHALL HAVE NO

LIABILITY THEREFORE. EXCEPT TO THE EXTENT OF EMPRESS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EMPRESS WILL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO EMPRESS'S OR CUSTOMER'S FACILITIES OR PREMISE EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF EMPRESS' NEGLIGENCE.

7.2 Consequential Damages. EXCEPT FOR THE PARTIES' INDEMNITY OBLIGATIONS IN SECTION 8, IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR PRODUCTS AND SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF PRODUCTS AND SERVICES OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE.

7.3 Notwithstanding anything else to the contrary contained in this Agreement, Empress's maximum aggregate liability to CUSTOMER for any claim related to, or in connection with, this Agreement, whether in contract, tort or otherwise, shall be limited to the total amount of fees actually paid by CUSTOMER to EMPRESS for the prior three (3) months.

7.4 EMPRESS may provide CUSTOMER access to other third party software and/or Products & Services ("Third Party Products"). CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THIRD PARTY PRODUCTS IS AT CUSTOMER'S SOLE RISK AND SUCH THIRD PARTY PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND FROM EMPRESS OR ANY THIRD PARTY VENDOR, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, CORRESPONDENCE TO DESCRIPTION, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER EMPRESS NOR ANY THIRD PARTY VENDOR WILL BE LEGALLY RESPONSIBLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, ARISING FROM THE USE OR INABILITY TO USE ANY THIRD PARTY PRODUCT. CUSTOMER AGREES TO OBSERVE THE TERMS OF ANY LICENSE AND/OR APPLICABLE END USER SUBSCRIBER AGREEMENT FOR THIRD PARTY PRODUCTS AND THAT CUSTOMER SHALL BE FULLY LIABLE TO THIRD PARTY VENDORS AND EMPRESS WITH RESPECT TO ANY IMPROPER USE OF SUCH THIRD PARTY PRODUCTS OR VIOLATION OF LICENSE AGREEMENTS WITH THEM AND/OR APPLICABLE END USER SUBSCRIBER AGREEMENTS.

8. Indemnification.

8.1 CUSTOMER agrees to indemnify EMPRESS against any Losses which arise out of, or relate to any content provided by CUSTOMER or the Customers/clients of CUSTOMER, and CUSTOMER will reimburse EMPRESS and its affiliates for all legal expenses, including reasonable attorneys' fees, incurred by EMPRESS and its affiliates in connection with any such Losses. EMPRESS shall have no legal obligation to indemnify or hold CUSTOMER harmless against any losses, costs, expenses, claims, damages, liabilities, penalties, actions, proceedings or judgments (collectively, "Losses") resulting from any

claim, suit, action, or proceeding brought by any third party against CUSTOMER or its affiliates related to or arising out of CUSTOMER's infringement or misappropriation or alleged infringement or misappropriation of any United States copyright, trade secret, patent, trademark, or other proprietary right related to any hardware or software utilized in connection with any of the Products & Services.

9. Termination.

9.1 Termination Without Cause During Renewal Term. This Agreement may be terminated by either party at any time during any Renewal Term for any or no reason upon either party giving to the other no less than thirty (30) days' prior written notice of termination. No matter which party terminates the Agreement pursuant to this Section 9, any and all payment obligations of CUSTOMER under this Agreement for Products & Services(s) provided through the date of termination will immediately become due, and CUSTOMER shall be required to prepay for any portion of the Products & Services that have not been paid for and are to be rendered during such thirty (30) day period.

9.2 Termination For Cause. In addition to any other rights it may have under this Agreement or applicable law, EMPRESS may immediately terminate this Agreement or suspend service, effective without notice, in the event of (i) a Payment Default, or (ii) CUSTOMER' breach or failure to comply with any other obligation of CUSTOMER under this Agreement including, but not limited to, its failure to comply with applicable laws or policies of EMPRESS. CUSTOMER may terminate this Agreement if EMPRESS breach any material term or condition of this Agreement and fails to cure such breach within ten (20) days after receipt of written notice of same. If this Agreement is terminated by EMPRESS, all remaining monthly recurring and other charges specified on the applicable Statement of Work(s) for the balance of the then current term shall immediately become due and payable. In addition to the foregoing, EMPRESS reserves the right to prohibit any conduct or to remove any materials or content in violation of the applicable laws or which EMPRESS believes in its sole discretion to be illegal or potentially harmful to others or may expose EMPRESS to harm or liability.

9.3 No Liability for Termination. Neither party will be liable to the other for any termination or expiration of any Product or Service or this Agreement in accordance with its terms.

10. Definitions.

- (a) "Initial Term" means the minimum term for which EMPRESS will provide the Products & Services(s) to CUSTOMER, as indicated on the Order Form(s).
- (b) "Renewal Term" means any service term following the Initial Term, as specified in Section 2.2.
- (c) "Products & Services(s)" means the specific Products & Services(s) provided by EMPRESS pursuant to this Agreement.
- (d) "Professional Services" means any non-standard professional, consulting or support service provided by EMPRESS to CUSTOMER.
- (e) "Service Commencement Date" means the date EMPRESS will begin providing the Service(s) to CUSTOMER as indicated on the Order Form(s).
- (f) "EMPRESS Technology" means EMPRESS's proprietary technology, including EMPRESS Services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs,

know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by EMPRESS or licensed to EMPRESS from a third party) and also including any derivatives, improvements, enhancements or extensions of EMPRESS Technology conceived, reduced to practice, or developed during the term of this Agreement by either party that are not uniquely applicable to CUSTOMER or that have general applicability.

(g) "CUSTOMER CONTENT" means CUSTOMER's proprietary information, original content, and also including any derivatives, improvements, enhancements or extensions of CUSTOMER CONTENT .

11. Miscellaneous Provisions.

11.1 EMPRESS shall not be deemed to be in default of any provision of this Agreement or be liable for any delay, failure of performance or interruption of the provision of Services to CUSTOMER resulting, directly or indirectly, from any unforeseen or force majeure event.

11.2 EMPRESS and CUSTOMER agree that, except as otherwise expressly provided in this Agreement, the Order Form(s) or the terms and conditions of use of any third party software products, there shall be no third party beneficiaries to this Agreement.

11.3 THIS AGREEMENT IS MADE UNDER AND WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (EXCEPT THAT BODY OF LAW CONTROLLING CONFLICTS OF LAW) AND SPECIFICALLY EXCLUDING FROM APPLICATION TO THIS AGREEMENT THAT LAW KNOWN AS THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE THE STATE AND FEDERAL COURTS IN NEW YORK, AND EACH PARTY IRREVOCABLY CONSENTS TO SUCH PERSONAL JURISDICTIONS AND WAIVES ALL OBJECTIONS THERETO. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

11.4 CUSTOMER may not sell, assign or transfer its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of EMPRESS, and any attempted assignment or delegation without such consent will be void. EMPRESS may assign this Agreement in whole or part. EMPRESS also may delegate the performance of certain Services to third parties.

11.5 During the term of this Agreement and for one (1) year thereafter, neither party will directly or indirectly recruit, solicit, or induce any employee, consultant or advisor of the other party to terminate his or her relationship with such other party without the prior written permission of the other party. Neither party shall directly or indirectly recruit a former employee, consultant, or advisor of the other party without the prior written consent of the other party, where the person has left either party and the time he or she left is less than one year. If the restriction in this paragraph is found by a court or competent jurisdiction to be unenforceable because it extends for too long a time or area, then it shall extend only over the maximum period of time, range of activities, or geographic area as to which it may be enforceable.

11.6 All notices, demands, requests or other communications required or permitted under this Agreement shall be deemed given when delivered personally, sent by facsimile upon confirmation, sent and received by return receipt email, or upon receipt of delivery of overnight mail.

11.7 EMPRESS is an independent contractor to CUSTOMER and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between EMPRESS and CUSTOMER. Neither EMPRESS nor CUSTOMER will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

11.8 This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter.

11.9 Customer is responsible for keeping password(s) secure. Empress will not be liable for any loss or damage from your failure to maintain the security of your account(s) and password(s).

11.10 Customer may not transmit worms, viruses, or codes of a destructive nature from the site.

11.11 Empress reserves the right to modify or terminate the service at any time without prior notice.

11.12 Empress do not warrant that the service will be secure, uninterrupted, or timely. Data will be transferred unencrypted over various networks.

11.13 Empress may, at its sole discretion, remove material that is pornographic, obscene, or otherwise objectionable or illegal.

Empress Privacy Policy

Empress and eMAM (“we”) collect the email addresses of those who communicate with us via email, aggregate information on what pages consumers’ access or visit, and information volunteered by the consumer, such as survey information and/or site registrations. The information we collect is used to improve the content of our web site and the quality of our service. It is not shared with or sold to other organizations for commercial purposes, except to provide products or services you have requested, when we have your permission, or under the following circumstances: it is necessary to share information in order to prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Terms of Service, or as otherwise required by law. We will transfer information about you if EMPRESS or eMAM acquired by or merged with another company. In this event, Emam will notify you before information about you is transferred and becomes subject to a different privacy policy.

INFORMATION GATHERING AND USAGE:

When you register for eMAM we ask for information such as your name, company name, email address, billing address and credit card information. Member who sign up for the free account are not required to enter a credit card number. Empress uses collected information for the following general purposes: products and services provision, billing, identification and authentication, services improvement, contact and research.

Cookies:

A cookie is a small amount of data that often includes an anonymous unique identifier, which is sent to your browser from a web site’s computers and stored on you computer’s hard drive. Cookies are required to use the service. We use cookies to record current session information. In order to protect you against other accidentally accessing your account content, you are required to login to your EMAM after a certain period of inactivity.

CLIENT DATA STORAGE:

Although Empress owns the data storage, databases and all rights to the eMAM application, you retain all rights to your data and we will never sell or share you client data with any third parties, contact your clients directly or use your data for our own business advantage. We respect the privacy of our subscribers and the privacy of their client data.

DISCLOSURE:

Empress may disclose personally identifiable information under special circumstances, such as to comply with subpoenas or when your actions violate the Terms of Service.

QUESTIONS:

Any questions about this Privacy Policy should be addressed to admin@empressdigital.com or by mail at: Empress 306 west 38th St. 9th fl. NYC 10018 or call (888) 683-6773