STORESENSE SUBLICENSE AGREEMENT

This Agreement, entered into this day of _____ ____, 2004 by and between:

Sublicensee:_____

Address:_____

Telephone:_____ Fax:_____ email:_____

(Hereinafter referred to as Sublicensee) and Dynamic Concepts Incorporated, a California corporation, duly authorized and existing under the laws of the state of California with its offices located at 18 B Journey, Aliso Viejo, California, United States of America (hereinafter referred to as Reseller).

WHEREAS, Reseller is a party to that certain Master Reseller Agreement (the "Reseller Agreement") by and between Reseller and Kurant Corporation, a Delaware corporation, with its principal offices at 110 Sutter Street, Suite 410, San Francisco, California U.S.A. 94104 ("Kurant") pursuant to which Reseller was granted a non-exclusive, non-transferable, license to market, promote and sublicense the use of StoreSense to SPs for limited purposes.

In consideration of the premises and mutual promises contained herein, the parties agree as follows:

1.   DEFINITIONS

The capitalized terms below will have the respective meanings indicated:

(a)   "StoreSense" means that standard product offered for license by Reseller specified on **Schedule A** attached hereto.

(b)   "End User" means a person or entity located in the Territory who is licensed the use of StoreSense pursuant to an End User Agreement.

(c)   "End User Agreement" means a written sublicense agreement, in substantially the form attached hereto as **Exhibit 1-A**.

(d)   "Server" means an internet server operated and owned or leased by Sublicensee and located in the Territory.

(e)   "Territory" means the country(ies) specified in **Schedule A**.

2.   APPOINTMENT; AUTHORITY

(a)   Subject to the terms and conditions hereunder, Reseller hereby grants Sublicensee a non-exclusive, non-transferable license throughout the Territory to load StoreSense upon a Server, market StoreSense and sublicense the use of StoreSense to End Users. Sublicensee will not have the right to sublicense any rights to StoreSense other than as specifically set forth herein.

(b)   Sublicensee will only make StoreSense available to End Users who have executed and delivered an End User Agreement with Sublicensee. Kurant may amend the form of End User Agreement, from time to time upon written notice to Reseller, who shall notify Sublicensee of such amendments, and thereafter Sublicensee shall use the End User Agreement, as so amended, in contracting with End Users. Sublicensee grants Kurant and Reseller the right, from time to time, to inspect the form of End User Agreement used by Sublicensee to ensure compliance with this provision.

(c)   Should any End User breach its End User Agreement, including but not limited to any unauthorized use of StoreSense, Sublicensee will promptly inform Reseller of such breach and if so requested by Reseller or Kurant, Sublicensee shall, at its expense, enforce such End User Agreement. Sublicensee shall ensure that Kurant may, as a third party beneficiary, enforce any such breach of an End User Agreement by an End User against such End User.

(d)   Reseller and Sublicensee agree that Kurant may, as a third party beneficiary, enforce any breach of this Agreement by Sublicensee directly against such Sublicensee.

(e)   Sublicensee is not granted a license or right to receive, use or distribute source or human readable code versions of StoreSense nor is Sublicensee granted a license or right to modify or alter in any manner or create derivative works of StoreSense. Sublicensee shall not, or suffer to allow others to, reverse engineer, disassemble, decompile or by other means attempt to derive source or human readable code from StoreSense. Except as expressly set forth herein, Reseller does not grant any rights to Sublicensee hereunder.

3.   DURATION OF THE AGREEMENT

This Agreement will become effective on the Effective Date and will be effective for one (1) year thereafter. This Agreement will automatically renew for successive one (1) year terms, unless terminated by either party at least thirty (30) days prior to the end of the current term.

4.   DUTIES OF RESELLER

(a)   Reseller agrees to, promptly after the Effective Date, deliver a downloadable copy of StoreSense to Sublicensee.

(b)   Subject to receipt by Reseller of payments as specified in this Agreement, in order to assist Sublicensee in providing support to End Users, Reseller will provide Sublicensee with:

   (1)   error corrections for StoreSense in accordance with Reseller's standard maintenance and support policies and procedures;

   (2)   updates and enhancements for StoreSense to the extent that Kurant provides such updates and enhancements to Reseller without separately charging for such updates and enhancements;

   (3)   access to Reseller's telephone support line, consistent with commercially reasonable standards and in accordance with the minimum level of support set forth in the Master Reseller Agreement, for inquiries from Sublicensee relating to End Users use of StoreSense; and

   (4)   training in accordance with the terms and conditions and pricing specified in **Schedule A**.

Unless otherwise agreed in writing, Reseller shall not be responsible for providing support and maintenance to End Users. The terms of this Section 4(b) shall not apply if: (i) the failure of StoreSense has resulted from accident, abuse or misuse including, without limitation, use other than according to Kurant's written manuals; (ii) Sublicensee is using a superseded or altered release of StoreSense; or (iii) StoreSense has been used in combination with or operated with products or data not furnished by Reseller or not approved by Reseller in writing for use with StoreSense.

5.   DUTIES OF SUBLICENSEE

(a)   Sublicensee will use its best efforts to vigorously market, promote and license StoreSense. Sublicensee will provide such management, attention, manpower, time and effort as may be reasonably necessary to do so.

(b)   Sublicensee will conduct business in its own name and pay and bear any and all expenses, charges or fees imposed on or incurred by it in performing its obligations hereunder. Reseller or Kurant shall not be obligated in any manner whatsoever for expenses incurred by Sublicensee.

(c)   Sublicensee hereby represents and warrants that its rights and obligations under this Agreement do not and, during the term of this Agreement, will not breach or otherwise conflict with any other agreement to which it is a party or by which it is bound.

(d)   Sublicensee will be responsible for handling version upgrade logistics, and will provide telephone support to End Users. Sublicensee will identify and maintain one primary and one secondary contact for End Users.

(e)   Sublicensee agrees not to make any representations or give any warranties or guarantees to any person with respect to Kurant or StoreSense, other than those representations, warranties set forth in the standard form End User Agreement.

(f)   Sublicensee shall avoid any deceptive, misleading, illegal, or unethical practices that may be detrimental to Reseller, Kurant or StoreSense or the reputation or goodwill of any of them, including, without limitation, advertising, communicating or otherwise representing StoreSense or its characteristics or capabilities in a manner that is false or misleading.

6.   COMPENSATION; PAYMENT

Sublicensee shall pay to Reseller a fee (the "End User Fee") as specified in **Schedule A**. Sublicensee will pay the End User Fee within fifteen (15) days following the end of each month in which an End User is initially licensed StoreSense.

7.   RECORDS, AUDITS AND REPORTS.

(a)   During the term of this Agreement and for two (2) years thereafter, Sublicensee will maintain complete records, contracts and accounts, related to the End User Agreements and access to StoreSense by End Users.

(b)   An independent certified public accountant selected by Reseller may, upon reasonable notice and during normal business hours, inspect the records of Sublicensee specified in Section 7(a). If, upon performing such audit, it is determined that Sublicensee has underpaid Reseller by an amount greater than five percent (5%) of the payments due Reseller in the period being audited, Sublicensee will bear all reasonable expenses and costs of such audit.

(c)   Sublicensee will provide Reseller, within ___ days of the start of each month, with a list of names of any End Users that have entered into End User Agreements with Sublicensee in the preceding month. Sublicensee will retain in its records, and make available to Reseller for copying or inspection during normal business hours, copies of all such End User Agreements.

8.   WARRANTY; LIMITATION OF LIABILITY; INSURANCE

(a) SUBLICENSEE AGREES AND ACKNOWLEDGES THAT KURANT AND RESELLER EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KURANT OR RESELLER BE LIABLE TO SUBLICENSEE OR ANYONE ELSE FOR ANY LOSS OF PROFITS, GOODWILL, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES SUFFERED WITH RESPECT TO OR RESULTING FROM THE USE OF STORESENSE OR ANY SERVICES OR EQUIPMENT SUPPLIED HEREUNDER, EVEN IF KURANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS OF PROFITS. Kurant or Reseller will not be liable to Sublicensee for any damages payable by Sublicensee to third parties related to the distribution by Sublicensee or use by such third parties of StoreSense, except as provided in Section 10 below.

(b)Sublicensee will maintain, at its expense, commercial general liability insurance in such amounts as is customary and reasonable for a company of its size and business activities.

9.   OWNERSHIP AND USE OF INTELLECTUAL PROPERTY

(a)   Sublicensee acknowledges that (i) it is obtaining only the right to market, promote and sublicense StoreSense as provided hereunder; (ii) all ownership, right, title or interest in or to any trademarks, tradenames, insignias, logos, proprietary marks and the like related to StoreSense (together, "Proprietary Marks") or patents, copyrights, or other proprietary rights relating to StoreSense or technical documentation, promotional or demonstration materials or training session materials relating to the same (including, without limitation, any translations or localizations) will remain at all times with Kurant and its licensors, if any; (iii) none of such rights are transferred from Kurant or Reseller to Sublicensee hereunder; and (iv) all permitted uses of such rights hereunder will inure to the benefit of Kurant, and that Sublicensee will not itself claim any exclusive rights in such rights or the goodwill related thereto.

(b)   Subject to Kurant's right to review all marketing materials, packaging and documentation ("Collaterals") prior to use by Sublicensee, Reseller hereby grants Sublicensee a non-exclusive right to use the Proprietary Marks under which StoreSense is marketed by Kurant, during the term of this Agreement, subject to Sublicensee's agreement hereby: (i) to use the Proprietary Marks in proper trademark manner (including such notices of ownership as Kurant may require from time to time) on StoreSense and Collaterals and only in connection with their promotion and marketing, and not to use the Proprietary Marks, or any other marks confusingly similar thereto, in any other connection; and (ii) that registration for the Proprietary Marks shall be sought, maintained and enforced only by Kurant, within its sole discretion and without any obligation to do so, and that Sublicensee agrees to assist Kurant in such efforts at Kurant's request and expense. Sublicensee will not infringe or do anything to lessen the value of any Proprietary Marks. Sublicensee will not use any of the Proprietary Marks as part of the business name of Sublicensee, except as may be approved by Kurant in writing. Sublicensee will not attach any name or mark to StoreSense or any Collaterals other than the names or marks originally appearing thereon and will not obfuscate, alter, cover or remove any name or Proprietary Mark on StoreSense or Collaterals, without the prior written consent of Kurant.

(c)   Sublicensee shall promptly notify Kurant and Reseller of any infringement of which it may become aware of any Proprietary Mark, patent, copyright or other proprietary right of Kurant, and will assist Kurant in investigating and prosecuting same.

10.   INFRINGEMENT INDEMNITY

(a)   Reseller will indemnify Sublicensee against any damages finally awarded in connection with any suit brought against Sublicensee that StoreSense, as furnished and used within the scope of this Agreement, infringes a copyright of a third party, provided that: (i) Sublicensee notifies Reseller in writing within 30 days of any such suit, (ii) Reseller has sole control of the defense and all related settlement negotiations and (iii) Sublicensee provides Reseller with the assistance, information and authority necessary to perform the above. Reasonable out-of-pocket expenses incurred by Sublicensee in providing such assistance will be reimbursed by Reseller.

(b)   Reseller shall have no liability for any claim of infringement based on (i) use of a superseded or altered release of StoreSense if such infringement would have been avoided by the use of current unaltered releases of StoreSense, (ii) the combination, operation or use of any of StoreSense furnished under this Agreement with products or data not furnished by Reseller or products or data not approved by Reseller in writing for use with StoreSense if such infringement would have been avoided by the use of StoreSense without such products or data or (iii) the use of StoreSense other than in accordance with Kurant's written manuals.

(c)   In the event StoreSense is held or is believed by Kurant or Reseller to infringe any third party rights, Reseller or Kurant shall have the option, at its expense, to modify StoreSense to be non-infringing. This Section states Sublicensee's exclusive and entire remedy and Reseller's entire liability for any infringement.

11.   GENERAL INDEMNITY BY SUBLICENSEE

Sublicensee will defend and indemnify Reseller against any and all claims, actions, suits, losses, costs, liabilities or expenses (including attorneys' fees) arising out of or related to (i) any breach by Sublicensee of its representations, warranties or covenants made hereunder, (ii) any acts or omissions of Sublicensee in connection with its business or acts or omissions of the End Users in connection with their distribution or use of StoreSense, other than arising out of any infringement covered by Reseller's indemnity obligations in Section 10 above or (iii) third party infringement claims based on (a) use of a superseded or altered release of StoreSense if such infringement would have been avoided by the use of current unaltered releases of StoreSense, (b) the combination, operation or use of any of StoreSense furnished under this Agreement with products or data not furnished by Reseller or products or data not approved by Reseller in writing for use with StoreSense if such infringement would have been avoided by the use of StoreSense without such products or data or (c) the use of StoreSense other than in accordance with Kurant's written manuals.

12.   CONFIDENTIALITY

(a)   Sublicensee acknowledges that it may be furnished or may otherwise receive or have access to information relating to Reseller's and Kurant's past, present or future products (including StoreSense), software, research, development, inventions, processes, techniques, designs, price-data, price-list, service materials or other technical data and information (all of such information, and the existence and terms of this Agreement and any related agreements is referred to as the "Confidential Information"). Sublicensee shall hold the Confidential Information (and all physical or other forms thereof) in strict confidence and shall not publish or disclose it to third parties, or use it or permit others to use it in any way, commercially or otherwise, without the prior written

consent of Kurant or Reseller, as applicable, except as expressly permitted by this Agreement or necessary for Sublicensee to perform its obligations under this Agreement. Sublicensee agrees that it will cause all of its employees, subcontractors (including employees of subcontractors) and any other persons that obtain, receive or have access to any Confidential Information to enter into confidentiality agreements prohibiting the use or disclosure of any such Confidential Information, except as expressly permitted by this Agreement.

(b)   Section 12(a) shall (i) not apply to specific Confidential Information that is publicly known when first disclosed to Sublicensee, and cease to apply to specific Confidential Information that thereafter becomes publicly known through no act or omission of Sublicensee; (ii) not apply to specific Confidential Information that is already known to Sublicensee at the time it is first disclosed to Sublicensee by Reseller or Reseller's representatives; (iii) cease applying to specific Confidential Information that is rightfully received by Sublicensee, without restriction on disclosure, from a third party which is not under an obligation of nondisclosure to Reseller; (iv) cease applying to specific Confidential Information that is independently developed by or for Sublicensee by persons not having access to such Confidential Information disclosed by Reseller or its representatives.

13.   TERMINATION

(a)   If either party defaults in the performance of any provision of this Agreement, the non-defaulting party may immediately give written notice to the defaulting party specifying the default. If the defaulting party does not cure the default within 30 days of such notice thereof (10 days in the case of any payment default), this Agreement will terminate as of the end of such cure period.

(b)   Reseller may terminate this Agreement immediately by delivery of written notice to Sublicensee upon the occurrence of any of the following events: (i) the institution by or against Sublicensee of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Sublicensee's debts, (ii) the Sublicensee making an assignment for the benefit of creditors, (iii) dissolution of Sublicensee or (iv) the termination or expiration of the Reseller Agreement unless Reseller has assigned this Agreement to Kurant pursuant to the terms of the Reseller Agreement.

(c)   Upon expiration or early termination of this Agreement, Sublicensee's appointment as Reseller's Sublicensee in Section 2 above will automatically terminate, all amounts and debts of Sublicensee to Reseller shall immediately become due and payable without notice, Sublicensee will promptly return to Reseller all Confidential Information and any and all of Reseller's equipment then in Sublicensee's possession, the license granted to Sublicensee in Section 9(b) above will automatically terminate, Sublicensee will remove and not thereafter use Kurant's Proprietary Marks and any other material that identifies or appears to identify Sublicensee with Kurant and shall promptly deliver same to Reseller, and all End User Agreements will terminate automatically as of the date of termination of this Agreement unless Reseller, by written notice to Sublicensee, requires Sublicensee to assign to Reseller (or Reseller's designee) all of Sublicensee's rights and obligations under any or all End User Agreements.

(d)   A party terminating this Agreement pursuant to the terms hereof shall not be liable to the other party for any claims, damages or liabilities to the other party arising by reason of the exercise of such right to terminate.

(e)   The provisions of the following Sections will survive any termination of this Agreement: 2(c), 2(d), 5(b), 5(c), 5(e), 5(f), 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18.

14. LEGAL COMPLIANCE

(a)   Sublicensee agrees, at its expense, to take all steps that may be required for this Agreement, and all actions taken pursuant to or contemplated by this Agreement, to comply with applicable laws and regulations. Sublicensee agrees and warrants that it has obtained and will hereinafter maintain in full force and effect all necessary business licenses, sales permits and other authorizations required by law and regulation, and Sublicensee shall be exclusively responsible at its own expense for compliance with all local laws relating to StoreSense in the countries to which Sublicensee (and its Sublicensees) export the same and in which Sublicensee (and its Sublicensees) use or disclose same. Sublicensee shall comply with, and pay all costs and expenses associated with compliance with, any export, import or similar laws of any country in which Sublicensee operates. Sublicensee shall comply at all times with the Foreign Corrupt Practices Act, and the regulations promulgated thereunder, in connection with the performance of Sublicensee's obligations under this Agreement, when using or sublicensing others to use Kurant's past, present or future products (including StoreSense).

(b)   Sublicensee shall ascertain whether the law of any of the countries or other political subdivisions in which Sublicensee intends to exercise its rights hereunder requires any notices to or filings with any governmental entity, and, if so, Sublicensee shall notify Reseller of any such requirements. Sublicensee will comply, at its expense, with any such requirements imposed on it, and will cooperate, at its expense, with Reseller in effecting any notices or filings that may be required of Reseller. In the event that any governmental entity or authority makes any change in this Agreement or imposes any conditions or restrictions on the parties to this Agreement that adversely affects either party by materially altering such party's rights or imposing additional obligations on such party, Sublicensee promptly shall notify Reseller of same and the adversely affected party shall have the right to terminate this Agreement by written notice to the other party within 30 days of notice of any such change, condition or restriction, provided that upon request by Sublicensee, the parties will attempt in good faith for 30 days to negotiate a new agreement similar to this Agreement, but without violating any such conditions or restrictions.

15. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be duly given if delivered personally or sent by fax, email or posted in the mail, postage prepaid, registered or certified, return receipt requested, addressed to the parties at their addresses hereinabove set forth or at such other address as such party may designate in writing with respect to itself from time to time. Notice shall be deemed to be effective on the fifth business day after such notice is mailed or if sent by fax or email, notice shall be deemed to be effective on the date such notice is sent (but only if a confirming copy is delivered by any of the other means of dispatch for notices permitted hereunder).

16. ASSIGNMENT

Neither this Agreement nor any rights or obligations hereunder may be assigned, delegated, pledged or otherwise transferred, in whole or in part, by either party without the prior written consent of the other party and Kurant; provided, however, that this Agreement may be assigned by Reseller to Kurant upon the expiration or early termination of the Master Reseller Agreement without the prior written consent of Sublicensee. A change of control of Sublicensee will be considered an assignment by Sublicensee. This Agreement shall be binding upon and shall inure to the benefit of each party's permitted successors and assigns.

17. FORCE MAJEURE

Neither party shall be liable for damages or delay arising out of causes beyond its reasonable control and without its fault or negligence, such as governmental acts or directives, strikes, acts of God, war, insurrection, riot or civil commotion, fires, earthquakes, flooding or water damage, explosions, embargoes, except with respect to payments to be made to the other party.

18. GENERAL PROVISIONS

(a)   This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to its rules of conflicts of law. This Agreement will not be governed by or construed in accordance with the United Nations Convention on Contracts for the International Sale of Goods.

(b)   If there is any disagreement that cannot be resolved between the parties arising out of or relating to this Agreement (other than a dispute arising out or relating to any copyrights, trade secrets, patents or other intellectual property of either party), any such dispute will be settled by binding arbitration on a confidential basis in the City and County of San Francisco, California in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and otherwise under California law. The parties reserve the right to object to any proposed arbitrator who is employed by or affiliated with a competing entity. An award of arbitration will be final and binding on the parties hereto, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The prevailing party in any dispute will be entitled to receive from the other party its reasonable attorneys' fees.

(c)   The parties agree that this Agreement does not constitute Reseller and Sublicensee as a partnership or joint venture, or Sublicensee or any employee of Sublicensee as an employee or franchisee of Reseller for any purpose whatsoever. Sublicensee shall not have any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of Reseller or to bind Reseller in any manner whatsoever except as specifically and expressly authorized hereunder.

(d)   In the event that any of the provisions of this Agreement are determined to be invalid under applicable rules, statutes and laws, they are deemed to that extent to be omitted and shall not affect the validity of the remainder of the Agreement which will continue without the said provisions.

(e)   This Agreement, including all schedules and exhibits hereto, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties relating thereto. The terms of this Agreement may not be changed, waived, discharged or terminated orally, except by a statement in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought; except that Kurant may amend the exhibits as expressly provided herein.

(f)   The failure of a party to require performance by the other party of any provision hereof shall in no way affect the right of the party thereafter to enforce same against the other party, nor shall waiver by either party of a breach of any provision hereof by the other party be taken or be held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

(g)   The section headings herein are for convenience of reference only and shall not effect the construction of this Agreement.

(h)   Sublicensee hereby acknowledges that unauthorized disclosure or use of StoreSense or any Confidential Information or the failure of Sublicensee to assign its rights and obligations under

any End User Agreement at Reseller's request under Section 13 could cause irreparable harm and significant injury to Kurant and Reseller that may be difficult to ascertain. Accordingly, Sublicensee agrees that Kurant and Reseller will have the right to obtain immediate injunctive relief to enforce obligations of Sublicensee under this Agreement in addition to any other remedies it may have.

(i)   All references to "dollars" or "$" in this Agreement will mean U.S. Dollars.

(j)   This Agreement may be executed in counterparts, each of which will be deemed an original, but all of such counterparts together will constitute one and the same agreement.

The parties hereto have executed this Agreement as of the last day and year specified below.

RESELLER   SUBLICENSEE

By:_____   By: _____

Name:_____   Name: _____

Title:_____   Title: _____

Date:_____   Date:_____

Schedule A

StoreSense Reseller Pricing

Discount is based on the aggregate number of StoreSense licenses reported by the StoreSense system(s) during the previous month.

Prices are subject to change with a 30-day notice.

Host Per-License Monthly Fees

- After six (6) months, a minimum of $400 monthly software commitment may be imposed, unless Licensee is reasonably increasing the number of hosted stores on a quarter to quarter basis

- Minimum commitments remain in effect for the duration of license agreement period

- Licensee's monthly invoice is based upon the higher of the two values, either the monthly minimum or the sum of license fees calculated on a per license value based on the fee structure listed below

- All prices are in US dollars

Licenses (combination of Starter Edition, Standard, Professional and Professional Plus)	Starter Edition	Standard Edition	Professional Edition	Professional Plus Edition
1 -- 24	$10.00	$30.00	$80.00	$130.00
25 -- 49	$8.00	$24.00	$64.00	$104.00
50+	$7.00	$21.00	$56.00	$91.00

Territory: North America

Exhibit 1-A

End User Agreement

STORESENSE™ LICENSE AND STORE HOSTING AGREEMENT

> This Agreement is a binding agreement between you, the Site user ("You"), the owner and operator of this internet website (the "Site") identified on the home page of this Site (the "Host"), Kurant Corporation ("Kurant"), the owner and licensor of StoreSense software and associated on-line documentation that You access using this internet website (together referred in this Agreement as "StoreSense") and any reseller or distributor of StoreSense, as applicable (the "Reseller").

I. **StoreSense Sublicense**

1. Sublicense Grant. Subject to the terms of this Agreement, the Host grants You a non-exclusive, non-transferable license to access StoreSense remotely via browser on the server used by the Host to operate this Site (the "Server") solely for purposes of creating and maintaining on the Server any interactive store developed using this Site and with respect to which all required fees payable under this Agreement have been paid by You (each, a "Store").

2. Restrictions. You may not download or otherwise copy all or any portion of StoreSense other than as specifically set forth above. You may not sell, rent, license, lend, transfer or otherwise grant access to StoreSense to any other person or entity except as contemplated by the license granted to you above. You must comply with all applicable laws and regulations in Your use of StoreSense. You may not modify, translate, reverse engineer, decompile, disassemble or otherwise attempt to obtain or derive source code from all or any portion of StoreSense. Host, Kurant, and/or the Reseller may immediately terminate this Agreement if You fail to comply with the terms of this Agreement. Upon any termination of this Agreement, You will immediately cease any and all use of or access to StoreSense or this Site.

3. Proprietary Rights. Kurant or its suppliers own StoreSense and all associated patent, copyright, trade secrets and other proprietary rights in StoreSense. No title or ownership of StoreSense or any associated proprietary rights are transferred to You or any other person by this license.

5. Third Party Suppliers. You expressly acknowledge that StoreSense contains or uses applications, programs and data licensed to Kurant by third party suppliers, and You further expressly acknowledge that such third party suppliers have disclaimed all warranties, express, implied or statutory, with respect to StoreSense.

II. **Store Hosting**

1. Hosting Services. The Host grants You the right to develop and operate the Store(s) on the Server, subject to and in accordance with the terms of this Agreement and such hosting policies, procedures and specifications as the Host may, by written notice to You, establish from time to time (the "Hosting Policies and Procedures"). The Hosting Policies and Procedures, if any, are incorporated in this Agreement in their entirety.

2. Prohibited Uses. You shall not use, nor permit any third party to use, the Store(s) or the Site or any part thereof: (a) to violate any federal, state or local law, (b) to transmit any obscene communication, (c) to promote any illegal activities, (d) to violate any intellectual property rights (e) to attempt to overcome or penetrate any security measures on the Server, or (f) to upload or transmit any virus or harmful agent. You acknowledge that You and the Host may be subject to civil or criminal liability under the laws of various governmental jurisdictions as a result of any failure to abide by the provisions of this paragraph.

3. Control. You will be solely responsible for the development, operation and maintenance of the Store(s) and all content and materials appearing in the Store(s), including without limitation (a) the technical operation of the Store(s), (b) the accuracy and appropriateness of content and materials appearing in the Store(s), (c) ensuring that the content and materials appearing in the Store(s) do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy or other personal or proprietary rights), and (d) ensuring that the content and materials appearing in the Store(s) are not libelous or otherwise illegal. You also will be solely responsible for accepting, processing and filling any customer orders generated through the Store(s), and for handling any customer inquiries and complaints arising therefrom. You shall inspect and monitor the Store(s) as frequently and extensively as necessary to ensure its proper operation and compliance with the provisions of this Agreement, and to uncover any problems with the Store(s). To the fullest extent permitted by law, the Store(s) will be deemed to be exclusively "under the control" of You and not "under the control" of Kurant, the Host or the Reseller.

4. Limited Warranties. The Host warrants the performance of the Site and the hosting and other services provided under this Agreement only if and to the extent specifically and expressly provided in the Hosting Policies and Procedures.

III. **Payment Obligations**

1. Amount. You will pay all applicable license, hosting and other fees relative to Your use of StoreSense and the Site in the amounts, in the manner and at the times specified on the Site's fee schedule screen, as the same may be amended by Kurant and the Host from time to time. The fee schedule is hereby incorporated in this Agreement in its entirety.

2. Taxes. The fees and other amounts payable under this Agreement do not include any sales, use, value-added or other taxes. All such taxes will be paid or reimbursed by You.

IV. **General Terms**

1. Termination. This Agreement may be terminated by any party to this Agreement at any time, with or without cause. Upon the effective date of any such termination, all rights granted to You will terminate, but all other provisions of this Agreement which may reasonably be construed as surviving such termination (*e.g.*, Sections I.2, I.3, II.3, III and IV) will survive the termination of this Agreement.

2. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, KURANT, THE HOST, THE RESELLER AND THEIR RESPECTIVE SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO STORESENSE, ANY SITE, ANY SERVER OR YOUR USE OF OR INABILITY TO USE STORESENSE, ANY SITE OR ANY SERVER, INCLUDING, BUT NOT LIMITED TO, (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY WARRANTY THAT STORESENSE, SITE OR SERVER IS FREE FROM VIRUSES, BUGS, ERRORS OR OMISSIONS; AND (C) ANY WARRANTY OF NONINFRINGEMENT.

3. LIMITATION OF LIABILITY. IN NO EVENT WILL KURANT, THE HOST, THE RESELLER OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFITS OR DATA, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS) ARISING OUT OF THE TERMINATION OF THIS AGREEMENT OR THE USE, INABILITY TO USE OR RESULTS OF USE OF STORESENSE, SITE OR SERVER, EVEN IF KURANT, THE HOST, THE RESELLER OR THEIR RESPECTIVE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE LIABILITY OF KURANT, THE HOST, THE

RESELLER OR THEIR RESPECTIVE SUPPLIERS (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHER THEORY) ARISING OUT OF THE USE, INABILITY TO USE OR RESULTS OF USE OF STORESENSE, SITE OR SERVER EXCEED THE RESPECTIVE AMOUNTS PAID TO ANY OF THEM BY YOU HEREUNDER.

4. Indemnity. You will indemnify and hold harmless Kurant, the Host and the Reseller from any and all claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to (a) any content or materials appearing in, or products or services sold or offered by You through, the Store(s) or the Site, or (b) the development, use, operation or other activities with respect to the Store(s) or the Site (including, without limitation, any breach of the provisions of Section II.2). To the fullest extent permitted by law, the foregoing indemnity will apply regardless of any fault, negligence, or breach of warranty or contract of Kurant, the Host or their respective suppliers.

5. Excused Performance. Kurant, the Host and the Reseller will not be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as a result of any cause or condition beyond their reasonable control, including the failure or interruption of any internet service.

6. Independent Contractors. Each party is an independent contractor and not an agent or representative of any other party. No party shall have any right or authority to create any obligation or make any representation or warranty in the name or on behalf of any other party. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon any party.

7. INDEPENDENT REVIEW. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND ALL RELATED SITE SCREENS REFERENCED AND INCORPORATED IN THIS AGREEMENT AND THAT YOU AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED ALL ASPECTS OF THIS AGREEMENT AND THE DESIRABILITY OF ENTERING INTO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.

8. U.S. Government Restricted Rights. If StoreSense is accessed or used by any agency or other part of the U.S. Government, the U.S. Government acknowledges that (a) StoreSense and accompanying materials constitute "commercial computer software" or "commercial computer software documentation" for purposes of 48 C.F.R. 12.212 and 48 C.F.R. 227.72, as applicable, and (b) the U.S. Government's rights relating to StoreSense and accompanying materials are limited to those specifically granted in this Agreement. The contractor/manufacturer is Kurant Corporation at the address described below.

9. Miscellaneous. This Agreement, and all related site screens incorporated and referenced in this Agreement, constitute the entire agreement between You, the Host, Kurant and the Reseller regarding StoreSense, the hosting of the Store(s) and Your use of the Site. Kurant, the Host and the Reseller will be bound by any provision in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise (other than terms contained therein identifying the products and quantities ordered), unless Kurant, the Host or the Reseller, as applicable, specifically agrees in writing to such provision. This Agreement is governed by the laws of the State of California without reference to its choice of law principles.