

# INTERNET PORTAL AGREEMENT

## Registered Accredited Principal Investor – Vesting Interests

There will be no initial commencement fee or recurring charge due and owing from Receiving Party to the Disclosing Party associated with this Internet Portal Agreement (“IPA”). Compensation to Disclosing Party for services rendered as defined in Section 2 herein are earned by and due to Disclosing Party when Receiving Party successfully acts on any of the data provided through the Internet Portal as defined herein. By its signature herein, Receiving Party acknowledges, agrees, and accepts that Disclosing Party, other than as an Internet Data Portal, does not and shall never have any form of representation, consultation, and or service related relationship (“defined services”) with any of the Assets displayed on its Website and or such Assets vested interests and or professional representatives. Furthermore, Disclosing Party does not and shall not provide any such defined services through this IPA, or any other formal or otherwise agreement, with its Website Portal Users. Please read the terms and conditions of this Agreement carefully before executing. You are encouraged to seek legal and or tax advice if you do not fully understand this Agreement.

THIS IRREVOCABLE MASTER INTERNET PORTAL AGREEMENT {“MASTER IPA”} {aka “IPA”} is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, an \_\_\_\_\_ and any or all of its employees, officers, directors, stock holders, members, agents and affiliates (hereinafter “\_\_\_\_\_”), and \_\_\_\_\_, an individual, any or all of his employees, agents, affiliates, and or representatives (hereinafter “\_\_\_\_\_”), and United States Commercial Real Estate Online, LLC, a Nevada limited liability company and any or all of its employees, managers, members, officers, directors, agents and affiliates (hereinafter “USC”). This IPA may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one Agreement. An on line properly documented and verified electronically signed copy (e.g., through nationally recognized and accepted on line signature service “Doc U Sign”), or e-mail, or facsimile signed copy of this Agreement (in either case, “Executed”) will have the same effect as the original signed Agreement and the signatures will be considered as being originally signed and accepted.

This Master IPA is made in conjunction with that certain Non-Compete Non-Disclosure Confidential Agreement between \_\_\_\_\_, herein also referred to as “Receiving Party”, and USC, herein also referred to as “Disclosing Party”, for the introduction of that/those certain commercial real property assets disclosed and displayed at [www.uscreonline.com](http://www.uscreonline.com) herein defined as USC Asset File ID number(s) [\_\_\_\_\_] and as more specifically defined therein. Receiving Party acknowledges, agrees, and accepts that Disclosing Party, through its Website, provides commercial real property asset data compiled from information received from (1) an assets professional representative (e.g., listing broker) on behalf of its vested holder as uploaded by such listing broker, and or (2) an assets professional representative (e.g., listing broker) as uploaded by independent contractor on behalf of USC, and or (3) an assets vested holder as uploaded by said vested holder, and or (4) from public domain data resources as uploaded by independent contractor on behalf of USC, and or (5) from Title Insurance Companies and or Property & Casualty Insurance Companies that Disclosing Party and or its contractors and or its registered users may have requested and or completed.

1. **The Website and Services it provides:** USC has developed, administers, and maintains an online data portal and marketing Website with an automated communications module for use by all participants in the commercial real estate community in the United States (the “Website”). Other than the online tools and commercial real estate (“CRE”) database access provided by and through its Website, USC does not provide any other service to its Users; whether in connection with a site registrant’s use of the Site or otherwise. In all cases, Receiving Party’s use of the Website is strictly subject to the terms and conditions defined in this Agreement and the applicable Addendums and or Attachments.

2. **Compensation to USC.** Receiving Party acknowledges, agrees, and accepts that Disclosing Party may, if applicable, have a separate Internet Portal Agreement with a listing broker of one or more of the USC Asset File ID Numbers (aka “USC Commercial Real Estate Data Base”) defined herein, or as may supplement this Master IPA (see Section 3), for introduction of any entity or individual by Disclosing Party who, directly as principal or indirectly as procurer of principal, successfully completes acquisition and or transfer of vested interest of the subject asset defined,

including but not limited to voluntary acquisitions, private and public auctions, involuntary acquisitions (e.g., acquiring title through asset forfeiture procedures applicable to State Law), and or by 1031 Tax Deferred Exchanges, whether principal was the Receiving Party herein or the/a referral of the Receiving Party herein. Receiving Party further acknowledges, agrees, and accepts that Disclosing Party may, if applicable, have a separate Internet Portal Agreement with one or more of any of the USC Asset File ID Numbers vested title holders in its data base. Disclosing Party acknowledges that if it has an IPA with a listing broker on an Asset File ID number it will not have an IPA with such Asset's vested title holder, and vice versa. Receiving Party acknowledges, agrees, and accepts that, as may be applicable, Disclosing Party having an IPA with an Asset File ID Number's listing broker or vested title holder does not represent and, therefore, is not a conflict of interest between Receiving Party and USC.

Both Parties herein agree that the compensation due from Receiving Party and payable to Disclosing Party shall be **One Percent (1.0%)** of the gross transfer value (e.g., closing sales price) of the/each respective vesting/vested CRE asset. **There will be no other compensation or service fees of any kind due and owing from the Receiving Party to the Disclosing Party associated with this IPA.** Should Receiving Party have a broker representative, or any other individual who provides representation to Receiving Party in any contemplated transaction on this or any CRE asset disclosed by the Disclosing Party (as acknowledged by Receiving Party and documented and disclosed at its Website by Disclosing Party), Receiving Party acknowledges, agrees, and accepts that he shall solely bear all responsibility for compensating said representative, and further acknowledges, agrees, and accepts that he shall not pursue any compensation arrangement and or agreement with the asset title holder and or the asset listing broker for said asset or assets as defined herein. Receiving Party acknowledges, agrees, and accepts that the earned compensation for Disclosing Party for the services defined herein shall be from the Receiving Party either as an Escrow line item charge to and from Receiving Party payable to Disclosing Party at closing, or herein mutually agreed by said named Parties hereto to be disclosed to listing broker and or the respective asset's vested title holder in any and all formal acquisition agreements as being a part of the then offering agreements to be debited from the gross proceeds of such final approved offering agreements due property ownership and payable to Disclosing Party at closing.

3. **Attachment of Agreement to Subsequent USC Asset ID Numbers.** The parties herein agree and acknowledge that this **IPA** shall serve as the "**Master IPA**" for all subsequent USC Commercial Real Estate data base "Asset Views" and their corresponding Asset ID Numbers that Receiving Party elects to acknowledge and register with Disclosing Party through its Website. Inasmuch, Receiving Party shall not be required to sign a new **IPA** for all subsequent USC Commercial Real Estate db "Asset Views". Receiving Party agrees that all subsequent "Asset View Asset ID Numbers" shall require Receiving Party to acknowledge and accept each new Asset ID Number on line at Disclosing Party's Website, and that, after each such on line manual acknowledgement/acceptance, this Original **IPA** shall be effectively supplemented with each respective additional/new USC CRE db Asset ID Number then so acknowledged by Receiving Party. A comprehensive and complete record of each such original and on line manually originated "Asset View" acknowledgment shall each and all be deemed an original agreement with Disclosing Party, and that a date and time stamp disclosure of each such agreement and acknowledgement shall be both e-mailed to Receiving Party at time of each agreement and acknowledgement and a complete record of such agreements and acknowledgements shall be maintained on line at the Receiving Party's "**My USC Page**" at [www.uscreonline.com](http://www.uscreonline.com).

#### 4. **Term, Termination, and Survival.**

4.1 **Term.** The term of this Agreement shall commence on the date of execution hereof by the Receiving Party so identified herein (the "**Effective Date**") and shall terminate five (5) years from the Effective Date, or five (5) years from the date of the last on line Asset View Agreement and Acknowledgement by Receiving Party, whichever occurs later. Subject to Section 4.2 (**Termination**), the term of this Agreement shall automatically renew for additional incremental one-year periods after its expiration date unless either party gives the other written notice of election to cancel. Either party may terminate this Agreement for or without cause by giving the other party written notice at any time.

4.1.1 **Notices.** Any notice required by this Agreement to USC or Receiving Party shall be given to USC or Receiving Party at the address specified herein or at such other address as a Party shall specify in writing to the other Party. Notice shall be deemed given: upon personal delivery; if sent by fax, upon confirmation of receipt (by person or machine); if sent by certified mail, postage prepaid, three days after the date of mailing; or if sent by nationally recognized overnight courier capable of verified receipt, upon the day after the date on which the notice is delivered to the overnight courier for next day delivery (provided verified receipt is obtained by such courier). All written notices by Receiving Party to Disclosing Party shall be

delivered via Certified Mail Return Receipt Requested to: US CRE Online LLC, 3870 E. Flamingo Road, Suite A2-148, Las Vegas, NV 89145.

4.2 Termination. Either Party may terminate this Agreement at any time (i) in the event of a material breach of the terms hereof by the other Party if such other Party fails to cure such material breach within thirty (30) days of receipt of written notice thereof or such additional time as the non-defaulting Party may authorize in writing, or (ii) if either Party becomes insolvent, makes an assignment for the benefit of creditors, a receiver is appointed or a petition for bankruptcy is filed with respect to the Party and such proceeding is not dismissed within thirty (30) days.

4.3 Effects of Termination. Upon termination of this Master IPA, Receiving Party's Website authorizations, access, and use privileges shall then immediately be terminated. Receiving party shall cease using the Website and the Services. Termination of this Agreement shall not relieve Receiving Party of its obligations to pay all Fees and Compensation defined herein incurred prior to such termination and due and owing Disclosing Party hereunder or thereunder. Upon termination of this Agreement for any reason, all Fees due and owing under this Agreement, if any, shall become and be immediately due and payable.

4.4 Survival of Agreement after Termination. Sections 2 (Compensation to USC), 3 (Attachment of Agreement to Subsequent USC Asset ID Numbers), 4 (Term, Termination and Survival), 6 (Website License), 8 (Proprietary Rights), 11 (Indemnification), 13 (Limitation of Liability), 14 (Confidentiality), and 16 (Miscellaneous) shall survive termination or expiration of this Agreement in addition to any other terms which by their nature survive.

5. Proofreading and Verification of Data Provided in an Asset View. Proofreading of all CRE Asset Views, material attachments, documents, and any data or information posted and or hyperlinked on the Website by or for Receiving Party is the Receiving Party's responsibility. Disclosing Party is not responsible for data errors of any kind posted at the Website. Receiving Party's proofreading responsibility includes all materials and data produced and or entered independently, by a third party, or by a Website User (e.g., vested principal investor, principal investor professional representative, Website service provider participant, other) pursuant to this Agreement. Disclosing Party is not responsible for printed/displayed content or printing/display errors. As a registered user at Disclosing Party's Website, pursuant to this Master IPA, Receiving Party shall have full access to communicate directly with each Assets vested principals and or professional representatives in order to verify data and or engage in transactional interests.

6. **Purpose of Website: Website License for Receiving Party.**

6.1 Purpose of Website. The Website is designed to provide users with tools to market, manage, research, and or track commercial real estate, commercial real estate debt and or equity participations, and other website assets. The information on the Website is provided solely for general information, and does not constitute real estate, legal, tax, accounting or other professional advice. Receiving Party's use of the Website is conditioned on the understanding that Disclosing Party is not engaged in rendering legal or other licensed professional services or advice nor is Disclosing Party acting as a real estate broker, mortgage broker, title transfer agent or escrow agent. The Website and the information contained within the Website does not constitute an offer to sell, buy, lease or finance real estate. The materials on the Website does not form part of any offering and may not be relied upon by sellers, purchasers, bankers, lessees or others as such. The Website offers tools and a repository to assist users in the marketing and management of assets, and/or administering transactions. Disclosing Party is providing access to the herein defined information and Website User provided content published on the Website, but is expressly not participating in any offering to sell, buy, finance or lease real estate or any other asset by making the Website available.

6.2 License Grant. Subject to the terms and conditions of this Master IPA, and in consideration of the payment of the Fees defined in Section 2 herein, during the term of this Master IPA in which Website access and use are to be provided to Receiving Party, Disclosing Party grants to Receiving Party a non-exclusive, non-transferable, non-assignable, non-sub licensable, revocable, limited, personal license to access and use the Website for the purpose of using and accessing the Website. All use shall solely be through the Website for Receiving Party's internal business purposes in the normal course of its business.

6.3 Reservation of Rights. All rights not expressly granted herein are reserved by Disclosing Party. Disclosing Party does not grant any express, implied or other license under any patents, trademarks, trade secrets,

copyrights or other intellectual or proprietary rights. Receiving Party shall have no right to receive any copy of any software used by Disclosing Party to operate, maintain or administer the Site.

## **Restrictions on Website Access and Use.**

6.4 **Passwords and Login.** Disclosing Party will use commercially reasonable security precautions on the Website to promote the secure transmission of Receiving Party content (defined herein). To gain access to the Website, Receiving Party will be required to use a username and password (the “**Login Information**”). Receiving Party is responsible and liable for all activity occurring under Receiving Party’s Login Information, whether or not authorized by Receiving Party. Login Information is personal to each individual and Receiving Party represents and warrants that it will keep Login Information confidential and not share Login Information with any other person or entity. Disclosing Party has no obligation or responsibility with regard to Receiving Party’s use, distribution, disclosure, or management of Login Information. Notwithstanding the foregoing, Disclosing Party may require Receiving Party to change Login Information if such Login Information is inconsistent with the terms of this Agreement or Disclosing Party’s password policy or if Disclosing Party believes that the Login Information has been compromised or is being used improperly. Disclosing Party is not responsible for unauthorized access to Receiving Party Content or the unauthorized use of the Website.

6.5 **Modifications to Website.** Disclosing Party is regularly updating and changing the Website, and reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice.

6.6 **Third Party Links.** Disclosing Party may provide links on the Website to other websites or resources as a convenience to Receiving Party. Disclosing Party is not responsible for the contents, functionality, or services on any third party site, and the inclusion of any link does not imply that Disclosing Party endorses the content on any such third party site. Receiving Party may visit such third party site solely at Receiving Party’s own risk.

6.7 **User Restrictions.** In connection with Receiving Party’s access to and use of the Website, Receiving Party agrees not to, or allow others under its control to:

- 6.7.1 Share Login Information to the Website with anyone;
- 6.7.2 Sell, lease, or rent access to the Website, or otherwise transfer any rights to use the Website under this Agreement to any person or entity;
- 6.7.3 Host, on a subscription basis or otherwise, the Website, including any related application, for use by anyone;
- 6.7.4 Use the site in any manner that could interfere, damage, disable, overburden, or impair the Website, any Disclosing Party server, any Disclosing Party network(s), connected to any Disclosing Party server, or interfere with any other persons use and enjoyment of the Website.
- 6.7.5 Attempt to gain unauthorized access to or to access through means not intentionally made available through the Website, the Website, materials, information, other accounts, computer systems or networks connected to any Disclosing Party server, through hacking, password mining, or any other means;
- 6.7.6 Engage in any automated extraction of data or data fields, use any extraction tool, or any robot, spider, or other automatic device or manual process, to monitor or copy the Website or Disclosing Party Content (as defined below) contained therein without Disclosing Party’s prior expressed written permission in each case;
- 6.7.7 Disclose, harvest, or otherwise collect information, including email addresses, or other private information in violation of any law;
- 6.7.8 Defraud, defame, abuse, harass, stalk, threaten, impersonate any person or entity or falsely state or otherwise misrepresent Receiving Party’s affiliation with a person or entity or otherwise violate the legal rights (such as rights of privacy, intellectual property, and publicity) of others, or use the Website in violation of an applicable law, regulation, agreement, or administrative agency rule;
- 6.7.9 Intentionally disguise the origin of any Receiving Party Content or any other information, data, text, software, music, sound, photographs, images, graphics, video, messages or other content posted on or transmitted through the Site;

- 6.7.10 Upload, post, email or otherwise transmit any Receiving Party Content or other information, data, text, software, music, sound, photographs, images, graphics, video, messages or other content (i) that is unlawful, threatening, abusive, harmful, libelous, tortious, defamatory, obscene, vulgar, racially or ethnically offensive or otherwise objectionable; (ii) that infringes or misappropriates any patent, copyright, trademark, trade secret, or other intellectual or proprietary right of any third party; (iii) that is known or, with the exercise of reasonable effort, should be known to be false, misleading or otherwise unreliable; (iv) that Receiving Party does not have a right to transmit under any law, contractual obligation (i.e., nondisclosure agreement) or fiduciary duty; (v) that contains unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (vi) that contains software viruses or any other computer code, files or programs designed to interrupt, modify, damage, improperly access, disable, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- 6.7.11 Copy, modify, merge, decompile, disassemble or reverse engineer any portion of the source code or object code related to the Website;
- 6.7.12 Upload, post or otherwise transmit any portion of the Website on, or provide access to any portion of the Website through, the Internet, any bulletin board platform, any other electronic network, any data library, any listing platform or any other data sharing arrangement not restricted exclusively to you;
- 6.7.13 Attempt to probe, scan, penetrate or test the vulnerability of the Website or to breach Disclosing Party's security measures whether by passive or intrusive techniques, without Disclosing Party's prior express written consent in each instance;
- 6.7.14 Remove any proprietary notices from Disclosing Party materials furnished or made available to Receiving Party;
- 6.7.15 Publish or disclose to third parties any evaluation of the Website or the Services without Disclosing Party's prior written consent in each instance;
- 6.7.16 Use the Site for any purpose other than its intended purpose.

6.8 Access and Use by Receiving Party Employees Only. Except as expressly provided herein, the Website shall not be accessed or used, directly or indirectly, by persons other than Receiving Party's employees or agents of Receiving Party and then solely for Receiving Party's internal business purposes (provided said agents are not competitors of Disclosing Party). The license to access and use the Website is granted only to the Receiving Party.

## **7. Proprietary Rights.**

7.1 Disclosing Party's Intellectual Property. The Website and the services accessed through the Website (including the Services) employ various trademarks, service marks, copyrights, trade secrets and other intellectual property rights of Disclosing Party ("USC IP"). The USC IP shall at all times remain the property of Disclosing Party, and Receiving Party may not use or display any of the USC IP in any manner without the prior written permission of Disclosing Party. Receiving Party shall not remove trademark, service mark, or copyright notices, restricted rights legends or any other notices from the Website. Receiving Party agrees it will not challenge Disclosing Party's ownership of any USC IP. The Website and the Services accessed through the Website may also contain other trademarks and service marks that are the property of third parties. All third party trademarks and service marks are the property of their respective owners. Receiving Party agrees not to use or display third party marks in any manner without the prior written permission of the applicable trademark owner. Receiving Party may send suggestions on improving the Website, but in doing so, Receiving Party acknowledges and agrees that (a) such suggestions will become the property of Disclosing Party and Receiving Party hereby assigns and agrees to assign such suggestions to Disclosing Party, (b) Disclosing Party has no obligation to compensate Receiving Party for such suggestions, and (c) Disclosing Party is not obligated to use, display, reproduce, or distribute any such suggestions, and Receiving Party has no right to compel such use, display, reproduction, or distribution.

7.2 Disclosing Party Content. Receiving Party acknowledges and agrees that, to the extent not uploaded to the Website by Receiving Party or supplied by Receiving Party to Disclosing Party, the information, data, text, software, music, sound, photographs, images, graphics, video, messages, layout, design, logos, and other content contained on the Website (collectively, the "**USC Content**") are proprietary to Disclosing Party and its licensors. Receiving Party further acknowledges and agrees that elements of the Website are protected by trade dress, copyright, unfair competition laws, trademark and other laws and may not be displayed, reformatted, reproduced, transmitted, distributed, disseminated, sold, published, or broadcast in whole or in part, without Disclosing Party's prior written permission.

7.3 Receiving Party Content. Receiving Party may enter into the Website or provide to Disclosing Party text, tables, documents, artwork, graphics, audio, photographs, and other content (collectively "**Receiving Party Content**"). Receiving Party hereby grants Disclosing Party a non-exclusive, non-transferable, fully paid-up, limited and revocable license to (i) use the Receiving Party Content for purposes of this Agreement, (ii) reproduce and display the Receiving Party Content on the Site and in reports generated from the Website and distribute Receiving Party Content from the Website and in reports generated from the Website, and (iii) aggregate Receiving Party Content with other content and reproduce and distribute such aggregations, provided that no such aggregation will identify Receiving Party. Receiving Party may establish further reasonable guidelines governing the use, display and distribution of the Receiving Party trademarks in the Receiving Party Content, provided that Receiving Party will provide such guidelines to Disclosing Party in writing and provided further that such guidelines are consistent with the terms in this Agreement and are compatible with the operation and use of the Website and performance of the Services. All use, display and distribution of any Receiving Party trademarks in the Receiving Party Content shall inure to the benefit of Receiving Party. Receiving Party acknowledges that if Receiving Party creates any settings, surveys, fields or functions in the Website or inputs, adds or exports any data in connection with its use of the Website, none of Disclosing Party or any of its affiliates or their respective agents, employees, officers, members, directors or employees shall have any liability or responsibility for any of such, including but not limited to, the loss, destruction, use by third parties, or misplacement of such Receiving Party Content, except to the extent caused by the gross negligence or willful misconduct of Disclosing Party. Receiving Party agrees that Disclosing Party's obligation to maintain any Receiving Party Content obtained in the course of performance of this Agreement shall not extend beyond the term of the applicable Addendum.

8. Mutual Representations and Warranties. Disclosing Party and Receiving Party each represents, warrants and covenants that (a) it has all necessary right, power, and authority to enter into this Agreement and to perform the acts required under this Agreement; (b) that all information provided hereunder shall be at all times accurate and current in all material respects; (c) the consummation of the transactions contemplated by this Agreement and the performance of its terms will not conflict with or result in the breach, default or violation under any articles of organization, operating agreement, or other constituent documents (as applicable), or any material instrument, contract or other agreement, or any statute, law or any regulation, order, judgment or decree of any court or governmental or regulatory body (collectively, "**Laws**") and (d) it shall comply with all Laws applicable to it in connection with its performance under this Agreement.

9. Investigations Regarding Use of the Website and its' Services.

9.1 Investigation Right. Disclosing Party is not obligated to monitor Receiving Party's or any other of Disclosing Party's customer activity occurring in connection with the Website but reserves the right to do so. If Disclosing Party has reason to believe that Receiving Party is in violation of this Agreement, Disclosing Party reserves the right to investigate such possible violations, and Disclosing Party may monitor Receiving Party's use of the Site. At Disclosing Party sole discretion, Disclosing Party may immediately suspend Receiving Party's right to access or use the Site (or any portion of the Website) without prior notice to Receiving Party if any violation by Receiving Party has occurred that in Disclosing Party's reasonable opinion is a violation of Law or would cause a disruption in service to the Site. If, as a result of such investigation, Disclosing Party believes that criminal or unlawful activity has occurred, Disclosing Party reserves the right to terminate the applicable Addendum and/or this Agreement and/or refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. Disclosing Party is entitled, except to the extent prohibited by applicable Law, to disclose any information, including information about Receiving Party, in Disclosing Party's possession in connection with Receiving Party's use of the Website to law enforcement or other government officials, as Disclosing Party in its sole discretion believes to be necessary or appropriate.

9.2 Infringing Content. Disclosing Party may terminate Receiving Party's access to and use of the Website if Receiving Party unlawfully transmits copyrighted material in connection with Receiving Party's use of the Website. After notification by an alleged copyright holder or its agent to Disclosing Party of an allegation that any Receiving Party Content infringes, misappropriates or violates a third party's rights, Disclosing Party may remove such Receiving Party Content from the Website and may terminate this Agreement and/or the Receiving Party's right to access and/or use the Website. Disclosing Party may also, in its sole discretion, decide to terminate access to the Website by Receiving Party, if Disclosing Party has a reasonable good faith belief that any infringement, misappropriation or violation has occurred.

## 10. Indemnification.

### 10.1 Indemnification by Disclosing Party.

- 10.1.1 Indemnity. Subject to the terms and conditions in this Agreement, Disclosing Party agrees, at its cost, (i) to defend Receiving Party from and against any third party claim, action, suit or proceeding brought against Receiving Party alleging that the Site or the Services infringes or misappropriates any United States patent that is issued as of the Effective Date and of which Disclosing Party has actual knowledge or any copyright of a third party (each, a "**Claim**") and (ii) indemnify and hold Receiving Party harmless from either (a) damages awarded to the third party bringing the Claim in a final judgment or settlement amount agreed to in writing by Disclosing Party and paid to such third party to settle the Claim.
- 10.1.2 Mitigation. If the Website or the Services is, or in the reasonable opinion of Disclosing Party is likely to become, the subject of any Claim of infringement, or if the Website or the Services are adjudicated to so infringe, or if the use of the Website or the Services is enjoined as a result of a Claim or otherwise, then Disclosing Party shall have the option, in its sole discretion and at Disclosing Party's costs and expense, to: (i) procure the right for Receiving Party to continue using the Website and the Services as contemplated by this Agreement; or (ii) replace or modify the Website or the Services so as to be non-infringing. If neither of the foregoing is available at a commercially reasonable expense, then Disclosing Party shall be entitled to modify Receiving Party's licenses to avoid the infringement or terminate this Agreement and in the event of such termination, discontinue all Services provided at the Website.
- 10.1.3 Exclusions. Notwithstanding anything to the contrary in this Agreement, Disclosing Party shall have no obligations pursuant to this Section 12.1 (Indemnification by Disclosing Party) with respect to any infringement or alleged infringement resulting from (1) any modifications to the Site made by any person or entity other than Disclosing Party, (2) any use of the Website or Services by Receiving Party beyond the scope of the express licenses granted in this Agreement, (3) any use of the Website or Services in combination with other software, hardware, data, sites or services, or (4) Disclosing Party's compliance with Receiving Party's request for changes to the Website.
- 10.1.4 Sole Remedy. THIS SECTION 12.1 (INDEMNIFICATION BY RCM1) STATES THE ENTIRE LIABILITY AND OBLIGATION OF DISCLOSING PARTY AND THE EXCLUSIVE REMEDY OF RECEIVING PARTY WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

10.2 Indemnification by Receiving Party. Receiving Party agrees, at its cost, (i) to defend Disclosing Party (e.g., "**USC**") from and against any third party claim, action, suit or proceeding resulting in any and all losses, claims, damages, liabilities and expenses whatsoever, joint or several, to which Disclosing Party may become subject under any applicable federal, state or local law, or otherwise, caused by, relating to or arising out of Receiving Party's acts or omissions, brought against Disclosing Party arising out of or related to one or more of the following (each an "**Action**") and (ii) indemnify and hold Disclosing Party harmless from either (a) damages awarded to the third party bringing the Action in a final judgment or (b) settlement amount agreed to in writing by Receiving Party and paid to such third party to settle the Action: (i) any representation or warranty made or given by Receiving Party concerning the Website or the Services; (ii) Receiving Party's use of the Website, or (iii) any of the Receiving Party Content (x) infringes any intellectual property right or other right (including performing right, right of publicity, or other proprietary right or interest) of any third party, or (y) is defamatory or obscene or otherwise unlawful; or (z) Receiving Party has reproduced,



stored, used or distributed Receiving Party Content other than in compliance with applicable Law or any Receiving Party agreement or policy. Receiving Party will reimburse Disclosing Party for all expenses (including reasonable attorney's fees and related expenses) as they are incurred by Disclosing Party in connection with the investigation of, preparation for, and or defense of any pending or threatened claim or any action or proceeding arising therefrom, whether or not resulting in liability.

10.3 Indemnification Procedures. In the event of a Claim or Action, the Party entitled to defense and indemnity (the "**Indemnified Party**") shall (i) notify the indemnifying Party promptly in writing of the Claim or Action of which, but in any event not more than thirty (30) days after the Indemnified Party becomes aware of the Claim, including in the case of Receiving Party, receipt of any letters offering Receiving Party a license or otherwise suggesting that Receiving Party requires a license to use or access the Website; (ii) shall not settle or compromise any Claim or Action for which the Indemnified Party seeks or desires defense or indemnity under this Section 11 (Indemnification); (iii) give the indemnifying Party sole authority to control fully the defense and settlement of any Claim or Action, provided that the Indemnified Party may, at its cost and expense, participate in the defense of such Claim or Action using counsel of its own choosing, provided that such participation shall not reduce or impact the indemnifying Party's control of the defense and settlement; and (iv) furnish all reasonable cooperation and assistance requested by the indemnifying Party.

11. Disclaimers. THE WEBSITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW. DISCLOSING PARTY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES (A) AS TO TITLE, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, (B) AS TO THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE DATA AND OTHER CONTENT AND (C) AGAINST INFRINGEMENT. DISCLOSING PARTY DOES NOT REPRESENT OR WARRANT THAT ACCESS TO THE WEBSITE AND/OR THE SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE, OR THAT THE WEBSITE AND THE SERVICES WILL BE SECURE, OR FREE OF VIRUSES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY RECEIVING PARTY FROM DISCLOSING PARTY OR THROUGH OR FROM THE WEBSITE AND/OR THE SERVICES SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

12. Limitation of Liability. DISCLOSING PARTY AND ITS AFFILIATES AND THEIR RESPECTIVE, MEMBERS, MANAGERS, OFFICERS, AGENTS, PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR ANY NON-COMPENSATORY DAMAGES, WHETHER OR NOT DISCLOSING PARTY WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION THOSE DAMAGES RELATING TO OR RESULTING FROM RECEIVING PARTY'S USE OR INABILITY TO USE THE SERVICES, THE WEBSITE, OR ANY OTHER WEBSITE ACCESSED THROUGH A LINK FROM THE WEBSITE OR FROM ANY ACTIONS DISCLOSING PARTY MAY TAKE OR FAIL TO TAKE AS A RESULT OF ELECTRONIC OR OTHER MESSAGES RECEIVING PARTY SENDS DISCLOSING PARTY. THESE LIABILITY LIMITATIONS INCLUDE DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS, COMPUTER VIRUSES, LOSS OF PROFITS, LOSS OF DATA, UNAUTHORIZED ACCESS TO AND ALTERATION OF TRANSMISSIONS AND DATA, AND OTHER TANGIBLE AND INTANGIBLE LOSSES. UNDER NO CIRCUMSTANCE WILL DISCLOSING PARTY OR ITS AFFILIATES OR ANY OF THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, AGENTS, DIRECTORS, PARTNERS, MEMBERS, AND EMPLOYEES BE LIABLE IN ANY WAY FOR ANY RECEIVING PARTY CONTENT OR OTHER CONTENT POSTED, EMAILED OR OTHERWISE TRANSMITTED BY A USER OF THE WEBSITE AND/OR THE SERVICES. DISCLOSING PARTY SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES RESULTING FROM ANY FAILURE TO PERFORM ANY OBLIGATION HEREUNDER OR FROM ANY DELAY IN THE PERFORMANCE DUE TO A FORCE MAJEURE EVENT.

IN NO EVENT IN NO EVENT SHALL DISCLOSING PARTY'S TOTAL, CUMULATIVE, AGGREGATE LIABILITY TO RECEIVING PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT OF COMPENSATION PAID BY RECEIVING PARTY TO DISCLOSING PARTY DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM, LESS IN ALL CIRCUMSTANCES, ANY AMOUNTS PREVIOUSLY PAID (AS OF THE DATE OF SATISFACTION OF SUCH LIABILITY) BY DISCLOSING PARTY TO CLIENT IN SATISFACTION OF ANY LIABILITY UNDER THIS AGREEMENT.

THE LIMITATIONS SET FORTH IN THIS SECTION 13 (LIMITATION OF LIABILITY) (I) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (II) SHALL APPLY TO ALL CAUSES OF ACTION, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, NEGLIGENCE OR ANY OTHER FORM OF ACTION, (III) SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE AND (IV) ARE AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN LIABILITIES OR DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO RECEIVING PARTY.

### 13. Confidentiality.

13.1 Confidentiality Requirement. During the course of performance of this Agreement, each Party (the “**Disclosing Party**”) may disclose to the other (the “**Receiving Party**”) or from time to time post on the Website certain Confidential Information (as defined below). The Receiving Party shall hold the Disclosing Party's Confidential Information in confidence and shall use reasonable efforts to protect it. The Receiving Party shall not use the Disclosing Party's Confidential Information except in connection with the performance of its obligations or exercise of its rights under this Agreement and shall not disclose the Disclosing Party's Confidential Information to any third party, except that USC may use, reproduce, display and distribute Receiving Party Content on the Website and in reports as contemplated by this Agreement. Each Party shall have appropriate policies and procedures to (a) reasonably secure the confidentiality of the Disclosing Party's Confidential Information, including without limitation, on the Site, (b) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information, (c) protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to the Disclosing Party or its customers and (d) ensure the proper disposal of such Confidential Information as may be required by applicable Law. The Receiving Party shall notify the Disclosing Party immediately should there be any unauthorized disclosure of the Disclosing Party's Confidential Information or should there be any unauthorized access to any computer network containing the Disclosing Party's Confidential Information. Neither Party shall acquire any ownership rights to the other Party's Confidential Information. Upon termination or expiration of this Agreement, each Party shall either return the Disclosing Party's Confidential Information in its possession (including all copies) or shall destroy the Disclosing Party's Confidential Information (including all copies) and certify its destruction to the Disclosing Party upon express written request.

13.2 Definition of Confidential Information. “**Confidential Information**” means any information provided by the Disclosing Party or prepared by the Disclosing Party (either oral, written, or digital), including without limitation technical data, or know-how provided to the Receiving Party by the Disclosing Party (including any director, officer, employee, agent, or representative of the other) or obtained by Receiving Party (including any director, officer, employee, agent, or representative of the other) including but not limited to, that which relates to research, plans, Website, clients, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances of the Disclosing Party. Confidential Information may also include certain Receiving Party Content uploaded and/or stored by Receiving Party in the Website.

13.3 Non-Confidential Information. The term “**Confidential Information**” shall not include any information which (a) is in the public domain at the time of disclosure or enters the public domain following disclosure through no fault of the Receiving Party, (b) the Receiving Party can demonstrate as already in its possession prior to disclosure hereunder without any obligation to keep it confidential as evidenced by tangible records kept by the Receiving Party in the ordinary course of business; (c) is independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information; (d) is rightfully obtained by the Receiving Party from a third party who was not under any non-disclosure obligations or (e) was disclosed with the prior written approval of the Disclosing Party.

13.4 Acceptable Disclosures. A Receiving Party may disclose Confidential Information to (a) its attorneys, accountants, or consultants who are not in competition with Disclosing Party, provided, however, such entities agree to be bound by the confidentiality and non-disclosure provisions substantially similar to those in this Agreement; and (b) pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of Law, or in defense of any claims or causes of action asserted against it; provided, however, that the Receiving Party shall first notify the Disclosing Party of such request or requirement or use in defense of a claim, unless such notice is prohibited by statute, rule or court order, to enable the Disclosing Party to seek a protective order or otherwise limit such disclosure.

13.5 Right to Seek Injunction. Each Party agrees that its obligations provided in this Section 14 (Confidentiality) are necessary and reasonable in order to protect the Disclosing Party and its business, and each Party expressly agrees that monetary damages would be inadequate to compensate the Disclosing Party for any breach by the Receiving Party of its covenants and agreements set forth in this Section 14 (Confidentiality). Accordingly, each Party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the Disclosing Party and that, subject to the terms in this Agreement, in addition to any other remedies that may be available, in Law, in equity, or otherwise, the Disclosing Party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Receiving Party, without the necessity of proving actual damages.

#### 14. Technology Controls.

14.1 Site Maintenance. USC shall scan the Website at regular reasonable times consistent with industry practices with current, supported and updated versions of commercially available technology intended to detect security vulnerabilities and code containing destructive properties such as viruses, worms, and Trojan horses. USC does not and cannot guarantee or warrant that the Site, or any data contained or stored therein, will be free from security vulnerabilities or code containing destructive properties.

14.2 Business Continuity and Disaster Recovery. USC shall maintain a business continuity plan, including disaster recovery and backup capabilities, through which USC will be able to continue to make the Website available with minimal disruptions or delays in the event of a disaster. USC shall use commercially reasonable efforts to comply with such plan. Upon request, USC shall provide to Receiving Party copies of the plan.

#### 15. Miscellaneous.

15.1 Injunctive Relief. Receiving Party acknowledges and agrees that, due to the unique nature of the Website and Services there can be no adequate remedy at law for a breach of Section 6 (Purpose of Site, Site License for Client) or Section 7 (Restrictions on Site Access and Use) and that such a breach would cause irreparable harm to USC; therefore, USC shall be entitled to immediate injunctive relief (including a temporary restraining order or a preliminary injunction without the necessity of a bond, other security or any other undertaking) in addition to whatever remedies USC might have at law or under this Agreement.

15.2 Authority. Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. If Receiving Party is a Limited Liability Company, Limited Liability Corporation, Limited Liability Partnership, Limited Partnership, or Corporation, Receiving Party hereby represents and warrants that its signor herein is properly listed in its originating State's Articles of Incorporation as the Manager of said Entity or the Officer of said Entity authorized to act on behalf of said Entity. Receiving Party further represents and warrants that its' {Corporate Status} in its originating State is in "Good Standing" at the date and time of this Agreement.

15.3 Independent Contractor. Nothing in this Agreement shall in any way be construed as creating a partnership, joint venture, employment or franchise relationship between the Parties hereto. It is expressly agreed that USC and Receiving Party are acting hereunder as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. Each Party is acting independently hereunder and shall independently discharge all obligations imposed on it by applicable federal, state or local law, regulation or order now or hereafter in force and effect. This Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of or on behalf of the other except to the extent and for the purposes expressly provided for herein. Neither Party shall hold itself out contrary to the terms of this Section.

15.4 Taxes. As applicable, all compensation defined herein are exclusive of all taxes. Receiving Party is responsible for all bank fees, sales, use, property, customs, excise or other taxes as may be imposed on Receiving Party, or required to be collected by USC from Receiving Party, in connection with this Agreement, other than income tax imposed on USC's income. All taxes shall be paid whether included in the initial or subsequent invoice.

15.5 Collections. Receiving Party agrees that in the event USC is required to take action to collect any Fees ("Compensation") due from Receiving Party under this Agreement, USC will be entitled to all costs and expenses incurred by USC, including collection fees, court costs, and attorneys' fees.

15.6 Force Majeure. If and to the extent that a Party's performance of any of its obligations under this Agreement is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other cause beyond the reasonable control of such Party (each, a "**Force Majeure Event**"), then the nonperformance, hindered or delayed Party will be excused for such nonperformance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will reasonably promptly notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

15.7 Assignment. Neither Party shall assign or transfer its rights or obligations under this Agreement to any third party without the prior written consent of the other Party; provided, however, that USC may assign its rights and obligations under this Agreement without obtaining prior written consent in the event of an assignment (a) to an entity that acquires all or substantially all of the assets of USC or (b) to a successor to USC by merger, consolidation or operation of law.

15.8 Binding Effect and UCC-1. This Agreement is binding on the parties and their respective successors and permitted assigns. This Agreement is subject to Uniform Commercial Code filing by Disclosing Party in the originating State of Receiving Party's Corporate Entity and in the State of each respective Asset disclosed by Disclosing Party to Receiving Party.

15.9 Third Parties. No person who is not a party to this Agreement shall have or acquire any legal, equitable or other rights, remedies or claims by reason of this Agreement nor shall any Party hereto have any obligation or liability whatsoever to any such person by reason of this Agreement. This Agreement and all of the representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of USC and Receiving Party.

15.10 Waiver. No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Agreement will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Agreement or of any breach or series of breaches by the other party of any of the terms or conditions of this Agreement shall constitute a waiver of any subsequent default in performance under this Agreement or any subsequent breach of any terms or conditions of that Agreement. Performance of any obligation required of a party under this Agreement may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver. No waiver by USC of any right under or term or provision of this Agreement will be deemed a waiver of any other right, term, or provision of this Agreement at that time or any other time.

15.11 Severability. If any provision or part of a provision of this Agreement is held by a court or other governmental authority to be invalid, void or unenforceable, (i) the remainder of provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and (ii) to the fullest extent possible, the provisions of this Agreement shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable. Further, it is expressly understood and agreed that if any remedy under this Agreement is determined to have failed of its essential purpose; all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

15.12 Enforcement Costs. If either party institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

15.13 Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Nevada, regardless of the choice of law or other conflicts of law rules. Both Parties agree to the exclusive jurisdiction and venue of the federal and state courts of Clark, Nevada, with respect to any legal actions arising under, out of, in relation to, or brought to enforce, this Agreement, provided that a Party may seek injunctive relief in a court of competent jurisdiction. Both Parties agree to a bench trial in any dispute and hereby irrevocably waive the right to a jury.

15.14 Compliance with Laws. At its own expense, Receiving Party and Disclosing Party shall comply with all applicable Laws regarding its activities related to this Agreement. Receiving Party is solely responsible for Receiving Party's familiarity and compliance with any Laws that may regulate any transaction it may participate in or prohibit Receiving Party from participating in or using any part of the Website.

15.15 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

15.16 Publicity. Receiving Party agrees that USC may publicly disclose that USC is providing online website Services to Receiving Party and may include Receiving Party's name in promotional materials including press releases and on the USC Website.

15.17 Headings and Interpretation. Headings are used for convenience only and are not to be taken into account in the interpretation of the operative provisions hereof. This Agreement shall be deemed drafted by both Parties such that any ambiguity shall not be strictly interpreted or constructed against either Party.

15.18 Entire Agreement. The parties acknowledge that there have been no warranties, representations, covenants or understandings made by either party to the other except such as are expressly set forth in this section. This Agreement (including exhibits, schedules, attachments, or any addendum to this Agreement) constitutes the entire understanding and obligation of the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, writings, or understandings, whether oral or written. Except as provided in this Agreement, this Agreement may not be amended except in writing signed by both Parties.

## IPA SIGNATURE PAGE

IN WITNESS OF THEIR AGREEMENT, the parties have set their hands to it below effective the day and year first written above.

ACCEPTED BY _____		ACCEPTED BY _____	
_____ Signature		_____ Signature	
_____ Date		_____ Date	
_____ Print Name	_____ Corporate Title	_____ Print Name	_____ Corporate Title