

MASTER TERMS OF SERVICE

1. **Definitions.** As used in this Agreement (including any Order Forms now or hereafter associated herewith), the following capitalized terms not otherwise defined herein shall have the meanings set forth below:

“Agreement” means this Agreement and any Order Forms incorporated herein, as such documents may be amended from time to time in accordance with the terms thereof.

“Client” is the individual, corporation, limited liability company, partnership, or other entity or organization listed as such on the Order Form(s) attached hereto.

“Client Data” means any data, information or material submitted by Client and/or Users via forms on the website in the course of using any Services.

“Effective Date” means the earlier of either the date this Agreement is accepted or the date Client begin using any Services.

“Intellectual Property Rights” means inventions, patent applications, patents, design rights, copyrights, copyright registrations and applications, trademarks and service marks, trademark and service mark registrations and applications, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature, anywhere in the world.

“izmocars” means Homestar Systems, Inc., a Delaware corporation.

“izmocars Content” means the images, photographs, graphic designs, audio and visual information, documents, software, products and Services contained or made available to Client in the course of using the Services, and excluding any content owned by Client or its licensors.

“izmocars Technology” means the izmocars’ proprietary technology (including software, hardware, products, processes, trade secrets, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Client by izmocars in providing the Services under this Agreement.

“Order Form” means the form evidencing the initial subscription for any Services and any subsequent Order Forms as described in Section 2, each such Order Form to be incorporated into and to become a part of this Agreement.

“User(s)” means Client’s employees, representatives, consultants, contractors or agents who are authorized to use or access any Services and have been supplied user identifications and passwords by Client (or by izmocars at Client’s request).

2. **Services.** izmocars will perform the services set forth on the Order Form(s) attached hereto (“Services”) subject to the terms and conditions set forth herein and any additional terms provided in the applicable Order Form(s). Each Order Form will be an addendum to this Agreement when executed by Client and izmocars.
3. **License Grant & Restrictions.** Subject to the terms and conditions set forth herein, izmocars hereby grants to Client a personal, non-exclusive, non-transferable, worldwide license to use the izmocars Technology solely to utilize the Services provided hereunder for Client’s internal business purposes. All rights not expressly granted to Client are reserved by izmocars. The license granted under this Section 3 shall automatically terminate upon termination of this Agreement.
4. **Covenants/License Grant of Client**
 - 4.1 Client may not access any Services for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes.
 - 4.2 Client shall not (a) license, sublicense, sell, resell, transfer, assign, distribute or make available to any third party any Services, izmocars Technology or any izmocars Content in any way; (b) modify or make derivative works based upon any Services, izmocars Technology or izmocars Content; (c) create Internet “links” to any Services or “frame” or “mirror” any izmocars Content on any other server or wireless or Internet-based device; or (d) reverse engineer or access the Services, izmocars Technology or izmocars Content in order to (i) build competitive products or services, (ii) build a product using similar ideas, features, functions or graphics of any Services, or (iii) copy any ideas, features, functions or graphics of any Services.
 - 4.3 Client may use the Services only for legitimate business purposes. Client shall not use any Services for any unlawful purpose or activity. Client shall not: (a) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (b) write, post or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violates third party privacy rights; (c) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (d) interfere with or disrupt the integrity or performance of any Services or the data contained therein; or (e) attempt to gain unauthorized access to any Services or related systems or networks.
 - 4.4 Upon submission of Client Data to izmocars, Client hereby grants izmocars and its agents a royalty-free, perpetual, irrevocable, sublicenseable, exclusive, worldwide right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute,

communicate to the public, perform and display (in whole or in part), and/or incorporate in other works, in any form, media, or technology now known or later developed, such Client Data, for the full term of any intellectual property rights that may exist in such Client Data to the extent necessary to provide Client with the Services.

5. **Control of User Accounts.** Client is responsible for all activity occurring under its User accounts. Client shall: (a) notify izmocars immediately of any unauthorized use of any password or account or any other known or suspected breach of security relating to any Services; (b) report to izmocars immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of izmocars Content that is known or suspected by Client or its Users; and (c) not impersonate another izmocars user or provide false identity information to gain access to or use of any Services.
6. **Content Release.** Client hereby gives its express permission to izmocars to use, during the term of this Agreement, any and all photographs, images, manufacturer's logos, trademarks, artwork, text and other advertising material available on the Ad Planners, or in any other electronic format provided by manufacturers represented on Client's website(s), for purpose of website development, search engine optimization, advertising, multimedia animations or any other activity carried out on behalf of Client. Client also confirms that it has the right to use the aforementioned materials and has been given permission from the rightful owners to use each element for purposes of advertising, brochures, emails, digital animations or website development or any other promotional activities. Client further releases izmocars and any of its associated or affiliated companies, their partners, directors, offices, agents and employees from any and all claims or liabilities of any kind arising from the use of such materials by izmocars pursuant to this Agreement.
7. **Intellectual Property Rights/Technology.**
 - 7.1 izmocars shall own all right, title and interest, including all related Intellectual Property Rights, in and to the izmocars Technology, the izmocars Content, the Services, all derivatives thereof, new matter created using any of the foregoing, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided to izmocars by Client or any other party relating to any Service. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to any Services, the izmocars Content, the izmocars Technology or any Intellectual Property Rights owned by izmocars. The izmocars name, the izmocars logo, and the product names associated with the Services are trademarks of izmocars or third parties, and no right or license is granted to their use.
 - 7.2 izmocars reserves the right at any time to revise and modify the izmocars Technology, release subsequent versions thereof and to alter features, specifications, capabilities, functions, and other characteristics of the izmocars Technology, without notice to Client.

8. Fees and Payment Terms

8.1 All fees set forth in the applicable Order Form(s) will be payable in accordance with the timeframe set forth therein.

8.2 All payment obligations are non-cancelable and all amounts paid are nonrefundable. izmocars' fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Client shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on izmocars' income. If Client believes an invoice is incorrect, Client must contact izmocars in writing within 15 days of the applicable invoice date to be eligible to receive an adjustment or credit.

9. Non-Payment and Suspension. In addition to any other rights granted to izmocars herein, izmocars reserves the right to suspend or terminate this Agreement and Client's access to any Services without prior notice if payments on Client's account are late or in arrears of the balance due ("Delinquent"). Client will continue to be charged for the Services during any period of Services suspension. Client will be responsible for payment of all expenses of collection on its account. If Client or izmocars terminates this Agreement for any reason, Client will be obligated to pay the balance due on its account computed in accordance with Section 8 above. Client agrees that izmocars may charge such unpaid fees to Client's credit card or otherwise bill Client for such unpaid fees.

izmocars reserves the right to impose a reconnection fee in the event Client's access to Services is suspended and Client thereafter requests access to the Services. Client agrees and acknowledges that izmocars has no obligation to retain the Client Data and that the Client Data may be irretrievably deleted if this Agreement is terminated and/or Client's account is Delinquent for 30 days or more.

10. Termination on Expiration or Without Cause. This Agreement commences on the Effective Date and continues for the term set forth in the applicable Order Form(s) ("Initial Term"). Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or 1 year, if the Initial Term is greater than 1 year) at izmocars' then-current fees; provided, that Client has been given at least 60 days notice of any fee increase. Either party may terminate this Agreement effective only upon the expiration of the then-current term, by notifying the other party in writing at least thirty 30 days prior to such expiration date.

11. Termination for Cause. Any breach of this Agreement by Client, including without limitation a default of its payment obligations or unauthorized use of the izmocars Technology or any Service, will be deemed a material breach of this Agreement. izmocars, in its sole discretion, may terminate use of the Services and, if applicable, stop hosting Client's website if Client breaches or otherwise fails to comply with this Agreement.

12. **Representations & Warranties.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Client represents and warrants that (a) Client has not falsely identified itself nor provided any false information to gain access to any Services, (b) Client's billing information is correct, (c) Client is not a direct competitor of izmocars, and (d) Client has the right and authority to provide Client Data to izmocars for use under this Agreement.
13. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, IZMOCARS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY SERVICES OR ANY CONTENT (INCLUDING, ANY IZMOCARS CONTENT). IZMOCARS DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF ANY SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) ANY SERVICES OR ANY CONTENT (INCLUDING, ANY IZMOCARS CONTENT) WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA (INCLUDING, ANY IZMOCARS CONTENT) WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CLIENT FROM IZMOCARS WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT (INCLUDING IZMOCARS CONTENT) IS PROVIDED TO CLIENT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED BY IZMOCARS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
14. **Confidentiality.** "Confidential Information" shall mean, with respect to izmocars, any izmocars Technology, and any information used by or belonging or relating to izmocars that is generally not known to the industry in which izmocars or Client is or may become engaged. "Confidential Information" shall mean, with respect to Client, any information disclosed to izmocars which is marked as confidential; or if disclosed orally or visually, such disclosure shall be preceded or followed by a written statement delivered to the receiving party within thirty (30) days of such disclosure indicating the confidentiality of such information.

Neither party to this Agreement shall at any time, without the written consent of the other party, communicate, disclose or use any Confidential Information of the other party other than as required to perform under this Agreement. Each party shall use best efforts to

hold in confidence and to safeguard any Confidential Information from falling into the hands of any unauthorized person, firm or company.

Confidential Information shall not include information that: (a) was in recipient's rightful possession before receipt from discloser; (b) is or becomes a matter of public knowledge through no fault of recipient; (c) is rightfully received by recipient from a third party without a duty of confidentiality; (d) is disclosed by discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by recipient; (f) is disclosed under operation of law; or (g) is disclosed by recipient with discloser's prior written approval.

Upon request by a disclosing party, or upon termination of this Agreement, a party receiving Confidential Information shall, except as required hereunder, immediately return to the discloser or destroy (at discloser's request) all manifestations of the Confidential Information and shall provide the requesting party with an officer's certificate certifying such disposal.

- 15. Indemnification.** Client shall indemnify and hold izmocars and its parent organizations, subsidiaries, affiliates, directors, employees, and agents harmless from and against any and all claims, costs, damages, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) third-party claims ("Claim") alleging that use of the Client Data infringes the rights of, or harmed, a third party; (b) a Claim, which if true, would constitute a violation by Client of its representations and warranties; (c) a Claim arising from the breach by Client or its Users of this Agreement; (d) a Claim arising out of, or related to, the use or combination of any Services with the Client Data or any of Client's products, services, hardware, or business processes; or (e) a Claim, arising out of, or related to, Client's domain name registration, renewal or pre-registration, or to Client's use of the domain name; provided that (i) izmocars gives to Client (x) prompt written notice of the Claim; (y) sole control of the defense and settlement of the Claim (provided that Client may not settle or defend any Claim unless Client unconditionally releases izmocars of all liability and such settlement does not affect izmocars' business or Services); and (z) all available information and assistance; and (ii) izmocars has not compromised or settled such Claim.

izmocars shall indemnify and hold Client and its parent organizations, subsidiaries, affiliates, directors, employees, and agents harmless from and against any and all third party damages, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) a Claim alleging that any Services, exclusive of the Client Data, directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (b) a Claim, which if true, would constitute a violation by izmocars of its representations or warranties; or (c) a Claim arising from breach of this Agreement by izmocars; provided that (i) Client gives to izmocars (x) prompt written notice of the Claim; (y) sole control of the defense and settlement of the Claim (provided that izmocars may not settle or defend any Claim unless it unconditionally releases Client of all liability); (z) all available information and assistance; and (ii) Client has not compromised or settled such Claim.

16. **Internet Delays.** IZMOCARS' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. IZMOCARS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
17. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CLIENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, ANY CONTENT (INCLUDING IZMOCARS CONTENT) OBTAINED FROM OR THROUGH THE SERVICES, OR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE CONTENT (INCLUDING IZMOCARS CONTENT), EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
18. **Additional Rights.** Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Client.
19. **Notice.** Client agrees to accept notice provided (a) by means of electronic mail to Client's e-mail address on record in izmocars' account information, or (b) by written communication sent by first class mail or prepaid post to Client's address on record in izmocars' account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or prepaid post) or 12 hours after sending (if sent by email). Client may give notice to izmocars (such notice shall be deemed given when received by izmocars) at any time (i) by letter sent by confirmed facsimile to izmocars at the following fax numbers: (415) 495-2955 or (ii) by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to izmocars at the following address: 665 Third Street, Suite 320, San Francisco, CA 94107, Attention: Chief Financial Officer.
20. **Modification to Terms; Conflict.** izmocars reserves the right to modify the terms and conditions of this Agreement or its policies relating to any Services at any time, effective upon notification to Client of such change by hardcopy in accordance with Section 19 above. Client may also request a hardcopy of the most recent version of this Agreement by calling 415-694-6000. Continued use of any Services or failure to object in writing to such modification within 30 days after notice of such changes shall constitute Client's consent to such changes. In the event of a conflict between any term or condition of this

Agreement and any Order Form, the terms and conditions of the Agreement shall prevail. Any changes to an Order Form shall be mutually agreed upon in writing by the parties.

- 21. Assignment; Change in Control.** This Agreement may not be assigned by Client without the prior written approval of izmocars but may be assigned without Client's consent by izmocars to (a) a parent or subsidiary, (b) an acquirer of assets, or (c) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of Client that results or would result in a direct competitor of izmocars directly or indirectly owning or controlling 50% or more of Client shall entitle izmocars to terminate this Agreement for cause immediately upon written notice.
- 22. General Provisions.** This Agreement shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions. No text or information set forth on any other document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Client and izmocars as a result of this Agreement or use of any Services. The failure of izmocars to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by izmocars in writing. This Agreement, (including all Order Forms incorporated herein) comprises the entire agreement between Client and izmocars and supersedes all prior or contemporaneous negotiations, discussions or agreements, written or oral, between the parties regarding the subject matter contained herein. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties acknowledge and agree that (a) this Agreement was negotiated at arms length, with the aid of counsel or with a reasonable opportunity for each party to secure counsel and, (b) accordingly, this Agreement should be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting party, and without reference to the paragraph headings. The provisions of Sections 1, 4.2, 7.1, 8, 13-15, 17, and 22 shall survive termination of this Agreement.

Credit Card Authorization Form

I, _____, hereby authorize Homestar Systems, Inc., 665 Third Street, Suite 325, San Francisco, CA, to charge my credit card account in the amount not to exceed: \$ _____.

() VISA () MasterCard () American Express () Discover

Credit Card Number: _____

Expiration Date: ____ / ____ VID Code: _____

Credit Card Billing Address:

Street: _____

City: _____ State: _____

Zip Code: _____ - _____ Country: (if not US) _____

Telephone: () _____ - _____

Business Name & Address:

Business Name: _____

Street: _____

City: _____ State: _____

Zip Code: _____ - _____ Telephone: () _____ - _____

As the credit card holder, I hereby authorize receipt of goods & services at the business address above.

Cardholder's Signature

____/____/____
Date

As the credit card holder, I also authorize Homestar Systems, Inc. to charge my credit card for future purchases approved by me.

Authorization Valid Until: ____ / ____ Initials Here: _____

Your completion of this authorization form helps us to protect you, our valued customers, from credit card fraud. All information entered on this form will be kept strictly confidential.