

## E-COMMERCE AGREEMENT

This Agreement, by and between Image Star of Middletown, Connecticut ("Image Star") and \_\_\_\_\_ of \_\_\_\_\_ ("Customer"), recites the terms and conditions of the parties' agreement concerning use of the Image Star web site (the "Web Site") by Customer.

1. A condition of acceptance of this Agreement by Image Star is receipt and approval by Image Star of a Customer Credit Application and, if necessary, an Agreement of Guarantee.
2. Upon acceptance of this Agreement by Image Star the Authorized Administrator designated herein by the Customer ("Authorized Administrator") shall be assigned a password in executable object code form only ("Administrative Password") by Image Star to access restricted areas of the Web Site ("E-Commerce Area"). During the term of this Agreement the Authorized Administrator may assign Additional passwords in executable object code form only ("Authorized User Password") passwords to additional Authorized Users ("Authorized users") to permit access to the E-Commerce Area with and/or without restrictions.
3. This Agreement provides the Customer with a non-exclusive license to access the E-Commerce Area (the "Service") through its Authorized Administration and, through its Authorized Users as restricted by the Authorized Administrator. Restrictive Areas include, but are not limited to, web purchases, account information and product availability.
4. The Customer solely through its Authorized Administrator and/or Authorized Users, shall use a valid password to access the E-Commerce Area. The Customer is solely responsible for maintaining and monitoring use of passwords, is solely responsible for the security and disclosure of passwords to unauthorized users, and is solely responsible for the unauthorized use of passwords.
5. The Customer is liable for all purchases made under the Customer's passwords. All purchases made under the Customer's passwords shall be considered an original written order signed by a duly authorized representative of the Customer and admissible as a business record in any litigation.
6. Image Star shall use reasonably commercial efforts to perform its obligations under this Agreement, however, is not liable for any losses unless caused solely by the gross negligence or willful misconduct of Image Star. **IMAGE STAR SHALL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO CLAIMS OF LOST PROFIT.**
7. **Limitations and Obligations.** The Customer hereby acknowledges and agrees that Image Star may develop and market new, different or enhanced functions of the Service. Nothing contained in this Agreement shall give the Customer any rights with respect to any such new, different or enhanced functions unless Image Star, in its sole discretion, gives access to the Customer of such functions. Image Star shall have the right to require the Customer to pay additional service fees in order to have access to any such new, different or enhanced functions.

8. **Proprietary Rights.** Image Star owns and shall remain owning the Web Site and the Service and any other software developed by or for Image Star under this Agreement or otherwise, including without limitation all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary or intellectual property rights inherent therein or appurtenant thereto (collectively, the **"Intellectual Property Rights"**). If the Customer is entitled to have any Intellectual Property Rights in the Web Site, the Service or any other software developed by or for Image Star under this Agreement, the Customer hereby agrees to assign all such rights to Image Star. The Customer shall, upon request and without further consideration, execute, acknowledge and deliver to Image Star, and cause its employees or contractors to execute, acknowledge and deliver to Image Star, all documentation reasonably required to record or perfect Image Star's ownership of such Intellectual Property Rights. The Customer shall not voluntarily assist any third party to attack or invalidate such Intellectual Property Rights, or to defend against a charge of infringement of any such Intellectual Property Rights.

9. **Confidentiality.** The Customer agrees to the following: The Customer shall not sell, transfer, publish, disclose, display or otherwise make available any portion of the executable code of the Web Site or the Service or any terms or conditions of this Agreement (collectively, the **"Confidential Information"**) to others. The Customer agrees to secure and protect the Web Site and the Service in a manner consistent with the maintenance of Image Star's rights therein and to take appropriate action by instruction or agreement with its Administrator and Users to satisfy its obligations hereunder, and to take reasonably appropriate measures to maintain the confidentiality of all other Confidential Information. The Customer shall use its best efforts to assist Image Star in identifying and preventing any unauthorized access, use, copying or disclosure of the Web Site or the Service or any other Confidential Information, or any component thereof, or any of the algorithms or logic contained therein or terms associated therewith. Image Star will not sell or otherwise distribute customer information including email addresses.

10. The parties acknowledge that successful implementation and use of the Service depends upon the Customer's provision of the appropriate hardware and software compatible with Microsoft Internet Explorer 6.0 or such other hardware or software as Image Star may reasonably recommend from time to time (collectively, the **"Operating Environment"**). The Customer shall be responsible for providing the Operating Environment at its own expense.

11. Image Star may be unable to provide some products and materials advertised or otherwise presented in the E-Commerce Area and product availability is subject to any such limitation, including but not limited to, incorrect pricing.

12. The Customer shall defend, indemnify and hold harmless Image Star its officers, directors, employees, members, managers, partners, representatives, agents or affiliates thereof from any claims or liability, including reasonable attorney fees, including but not limited to third party claims, claims related to unauthorized use of the E-Commerce Area or any information therein, including and/or claims of trademarks or copyrights.

13. The Agreement is subject to and governed by all of the terms, conditions and provisions recited in the following:

- A. Image Star Terms and Conditions;
- B. Image Star Customer Credit Application;
- C. Image Star Agreement of Guarantee (if required);
- D. Image Star Website Limited License and User Agreement; and
- E. Image Star Privacy Policy.

14. **IMAGE STAR MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE OPERATION OF THE E-COMMERCE AREA OR THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE CONTENT, MATERIAL OR INFORMATION ON THE E-COMMERCE AREA.**

15. The Customer hereby designates the following individual as the Authorized Administrator.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_@\_\_\_\_\_

16. Taxes. The Customer shall reimburse Image Star for any state, local and federal taxes (excluding taxes imposed upon Image Star's income) applicable to the transactions contemplated under this Agreement, provided that (i) Image Star has the legal obligation to collect the tax from the Customer, and (ii) Image Star either charges the Customer for the tax at the time of invoicing, if applicable, or if assessed by a taxing jurisdiction at a later date, sufficient notice is given to the Customer so that the Customer may provide documentation to Image Star that either the Customer has already paid such taxes to the taxing jurisdiction, or that the tax is not legally due.

17. In the event any part of this Agreement is found to be invalid or void by operation of law the remaining provisions shall survive and be of full force and effect.

18. This Agreement is governed by the laws of the State of Connecticut and applicable federal laws of the United States. The customer agrees and hereby submits to the exclusive personal jurisdiction and venue of the State and federal courts in Hartford, Connecticut. Attorneys' Fees. In the event of any suits and actions with respect to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs and expenses incurred in resolving such dispute.

Customer Name: \_\_\_\_\_

Image Star

By \_\_\_\_\_

By \_\_\_\_\_

Authorized Representative

Authorized Representative

Name \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_