

V-BY Agreement

1. Orders. This is a legal agreement between the entity which has ordered the V-BY equipment and service (our "Customer") and Hecht-Rhodes, Inc. ("V-BY"). By signing a V-BY order request referencing this Agreement (the "Agreement"), Customer acknowledges that (a) the individual signing the order request or using the V-BY System has authority to bind Customer to these terms; and (c) Customer agrees to be bound by the terms of this Agreement. A V-BY order request referencing this Agreement along with the order request's other attachments (collectively the "Order Request") form the complete contract for each transaction between V-BY and Customer. Order Requests may include purchasing V-BY ("V-BY System"), rendering services such as training ("Services"), and furnishing other deliverables such as a link from the V-BY website or the addition of an Informational Video about the Customers product. An Order Request is not effective until accepted in writing by V-BY and, once accepted, the Order Request is firm and non-cancellable.

2. V-BY System.

A. Grant. V-BY grants a non-exclusive, non-transferable right to use the V-BY System and associated equipment or Services identified in the associated Order Request. The Customer will be given full ownership of the equipment defined in the Order Request and will have the right to access the V-BY website and virtual meeting tools for a period of one year from the date of this Agreement. Annual renewals will be available for an additional fee. The Customer will use the V-BY System for its internal purposes and to perform services for Customer's accounts in the normal course of Customer's business. Customer will be provided with one user name and password for access to the on-line demonstration tools.

B. Equipment The standard V-BY System includes: 1.) Light box with lights 2.) Web camera and associated software 3.) Adapted stand for web camera

As well as any customizations, modifications, or adjustments specified in any Order Request or provided as part of any Services Agreement rendered by V-BY.

C. Delivery. V-BY will use its best commercially reasonable efforts to deliver the V-BY System and/or the Services specified in the Order Request to Customer on or before the delivery dates specified in the applicable Order Request.

D. Acceptance. Absent Customer's earlier written acceptance by email or fax, the V-BY System and Services are accepted upon the earlier of: (a) any productive or commercial use of the V-BY System and/or Services; or (b) 10 days following delivery. A set-up checklist will be provided to assist Customer in testing all equipment to confirm that it is working properly after delivery.

3. Services and Maintenance.

A. Services. Services such as consulting, installation, and training may be provided to Customer under the terms of this Agreement. Services will be provided as specified in the applicable Order Request.

B. Support. V-BY will provide support ("Support") specified in the applicable Order Request. Support and training of up to four hours will be available upon request. Support is provided during the first year only and will not be extended beyond the first year if any portion remains unused. Additional support and training services can be purchased on request.

C. Discontinuing V-BY. Should V-BY decide to discontinue offering the V-BY Service; Customer will receive at least 12 months advance written notice. If V-BY would be discontinued, V-BY may no longer support the V-BY System. V-BY will make every effort to assist with a transition to a comparable product.

D. Equipment Warranties. Warranties on the equipment delivered under this agreement are limited to the manufacturer's warranties. The Customer acknowledges that any customization to the equipment may invalidate the manufacturer's warranties.

4. Compensation.

A. Fees. In addition to initial acquisition fees, marketing and web link fees, Services fees (if applicable), and fees for additional products and Services, Customer will pay for support requests that exceed the 4 hour maximum delivered with the purchase. Additional support is available plus any out-of-pocket costs.

B. Taxes. Customer will pay or reimburse V-BY for all duties, taxes (other than taxes on V-BY's income), fees or other similar amounts assessed or imposed by governmental authorities.

C. Price Changes. Except as otherwise specified in an Order Request V-BY may, at any time, change rates for Services and/or fees for V-BY System or other items with respect to future orders. V-BY may charge annual renewal fees, effective on the upcoming anniversary of the commencement of the Agreement. V-BY will give Customer no less than 30 days prior notice.

5. Term; Termination.

A. Term. This Agreement remains in effect for an annual term of one year unless renewed through the payment of the annual renewal fee.

B. Termination for Default. If a party fails to cure a default within 30 days after written notice explaining the default, the non-defaulting party may immediately terminate any Services or other deliverables to which the default relates.

C. Effect of Termination. Termination of this Agreement allows V-BY to refuse any Order Request referencing this Agreement. Termination of an Order Request terminates further performance and if the termination is based upon a customer default the Customer will: (a) immediately stop using the V-BY System, and (b) at V-BY's direction, within 20 days of termination return to

V-BY or destroy all copies of any **V-BY** materials and Documentation in Customer's possession or control and certify the return or destruction of all **V-BY** materials and Documentation. Customer's termination for default or convenience does not relieve Customer of any payment obligations, which arise prior to the effective date of the termination, including the payment of Services for any period that commences prior to the effective date of the termination.

6. Proprietary Rights.

A. Proprietary Rights. The **V-BY** System, Services (including any associated work product), and Documentation are protected by copyright, trade secret and other proprietary rights of **V-BY** and its suppliers. The **V-BY** System and Documentation are licensed, not sold to Customer although any Equipment delivered as part of the Agreement is the property of the Customer. The right to use **V-BY** Documentation is contingent upon the right to use the applicable **V-BY** System or Services. **V-BY** reserves all rights in the **V-BY** System, Services, work product and Documentation not expressly granted to Customer.

B. Limitations on Use. Customer will not: (a) reproduce the **V-BY** System or Documentation; (b) distribute, sublicense or otherwise commercially exploit the **V-BY** System, Services or Documentation or otherwise transfer or dispose of the **V-BY** System, Services or the Documentation; (c) permit the use of the **V-BY** System, Services or Documentation by others or otherwise operate the **V-BY** System for third parties; (d) modify or translate the **V-BY** System or Documentation; or (e) attempt to discover any trade secrets related to the **V-BY** System.

C. Confidentiality/Privacy. Both parties may acquire certain information that is confidential, proprietary or trade secret information of the other party or a third party ("Confidential Information") in the performance of Order Requests. Customer acknowledges that **V-BY**'s Confidential Information includes the **V-BY** System, Services and Documentation and any related system or marketing design, trade secrets, technology, pricing and licensing. Other Confidential Information of either party shall be clearly identified in writing as Confidential at the time of disclosure or promptly thereafter. The party receiving Confidential Information will: (a) use such information solely for performance under this Agreement; (b) not disclose such information to any third party and (c) otherwise protect such information from any unauthorized use or disclosure. The receiving party shall see that its employees, agents and affiliates having access to Confidential Information are bound by confidentiality obligations consistent with this provision.

D. Legends and Notices. The receiving party agrees to maintain all proprietary legends and notices on all tangible and electronic copies of Confidential Information, the **V-BY** System and Documentation, particularly those legends and notices concerning ownership of trademarks and copyrights, and ownership and restricted usage of **V-BY** System.

7. Warranty.

A. V-BY System Warranty. For a period of 10 days following delivery of the **V-BY** System (the "Warranty Period"), **V-BY** warrants that the **V-BY** System equipment will function in all material respects consistent with its specifications appearing in the applicable Documentation. The warranty does not extend to any failure of the **V-BY** System equipment caused by: (a) any modification or change not made by **V-BY**; (b) any noncompliance caused by use of the **V-BY** System in combination with products, goods, services or other items furnished by anyone other than **V-BY**; or (c) use of the **V-BY** System in an operating environment other than as specified by **V-BY** in the System Requirements. **V-BY** will use reasonable efforts at its facility to correct any **V-BY** System or Documentation that fails to comply with the foregoing warranty, provided that Customer gives **V-BY** prompt written notice of such failure during the Warranty Period. If, after the expenditure of such reasonable efforts, **V-BY** is unable to correct the **V-BY** System such that it complies with the foregoing warranty, **V-BY** will refund all or (if Customer's license to use such **V-BY** System continues) a reasonable portion of the fees Customer has paid with respect to such **V-BY** System in full satisfaction of all of Customer's claims relating to such noncompliance. Customer will supply **V-BY** with all reasonably requested information to assist **V-BY** in addressing the problem.

B. Services Warranty. **V-BY** warrants that Services will be provided in a professional and workmanlike manner consistent with the definition of the Services to be performed. Provided that Customer gives **V-BY** written notice of failure to meet the foregoing warranty within 30 days after completion of Services, **V-BY** will use reasonable efforts to correct any Services that fail to comply with the foregoing warranty.

C. Exclusive Warranties and Remedies. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 7 AND IN ANY APPLICABLE COMPLIANCE WARRANTY ARE EXCLUSIVE AND ARE IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF **V-BY**. CUSTOMER HEREBY WAIVES ALL OTHER RIGHTS AND REMEDIES WITH RESPECT TO ANY NONCOMPLIANCE IN ANY **V-BY** SYSTEM, SERVICE, OR OTHER ITEM FURNISHED BY OR ON BEHALF OF **V-BY** UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

D. Third-party Products. Some **V-BY** System products may include or operate in conjunction with computer programs and data supplied by a third party. All such third-party computer programs and data are supported and warranted by the third party vendor and **V-BY** provides no warranty for these products.

8. Limitations of Liability.

A. V-BY'S ENTIRE LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY V-BY SYSTEM, DOCUMENTATION, TRAINING, SUPPORT, SERVICES OR OTHER ITEMS FURNISHED OR TO BE FURNISHED UNDER THIS AGREEMENT, BY ORDER REQUEST OR OTHERWISE, WILL IN NO EVENT EXCEED THE LICENSE OR SERVICES FEES PAID TO V-BY BY CUSTOMER FOR THE APPLICABLE ITEM WHICH IS THE BASIS FOR THE CLAIM; PROVIDED, HOWEVER, THAT IF TERM SERVICES PROVIDED BY V-BY TO CUSTOMER FOR A PERIOD GREATER THAN 12 MONTHS ARE THE BASIS FOR THE CLAIM, V-BY'S ENTIRE LIABILITY WILL IN NO EVENT EXCEED THE FEES PAID TO V-BY BY CUSTOMER FOR SUCH SERVICES DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION. NO ACTION RELATED TO THIS AGREEMENT MAY BE BROUGHT MORE THAN 2 YEARS AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION.

B. IN NO EVENT WILL V-BY BE LIABLE TO CUSTOMER OR TO ANY OF CUSTOMER'S CUSTOMERS OR ANY OTHER PERSON OR ENTITY FOR LOST DATA, LOST PROFITS, INTEREST OR COST OF MONEY; OR FOR COVER; OR FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF V-BY'S PERFORMANCE OR NONPERFORMANCE OR THE USE OF, INABILITY TO USE OR RESULTS OF USE OF ANY ITEM OF SUPPORT, SERVICES, DOCUMENTATION OR V-BY SYSTEM.

9. Miscellaneous

A. No Waiver. The failure of either party to enforce any rights under this Agreement or to take action against the other party in the event of a breach will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

B. Assignment. Neither this Agreement nor any Order Request may be assigned or transferred (e.g., change of control) in any way by Customer without the prior written consent of V-BY. Any consent will require that Customer and/or its successor immediately bring all accounts current and make all adjusting payments, if any.

C. Notices. Notices shall be in writing and delivered by hand, mail or courier and will be deemed received only upon receipt.

D. Survival. Sections 5.C, 6, 7.E, 8, and 9, together with all other provisions of this Agreement which may reasonably be interpreted or construed as surviving the termination or expiration of this Agreement, will survive.

E. Applicable Law. This Agreement will be interpreted, construed and enforced in all respects in accordance with the local laws of the State of Nevada, USA, without reference to its choice of laws principles.

F. Dispute Resolution. A three-step process is agreed to resolve disputes. The parties will first attempt through earnest discussion to resolve their differences, including providing notice of the dispute and involving appropriate levels of management of both parties. Failing resolution, the parties will participate in mediation as administered by the American Arbitration Association. Failing resolution through mediation, any dispute will be settled by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrator will be final and binding. The arbitrator will award only damages consistent with the damages limitations of this Agreement. No party, witness, or arbitrator may disclose the contents or results of any arbitration hereunder without the prior written consent of all parties, unless, and then only to the extent necessary, required to enforce or challenge the award, as required by law, or as necessary for financial and tax reports and audits.

G. Attorneys' Fees. In the event of any dispute or action to enforce this Agreement or on account of any breach or default under this Agreement, each party will bear its own attorneys' fees and costs related thereto.

H. Internet Security. Customer acknowledges that the Internet is inherently insecure. Customer is responsible for providing its own firewall and other protections against unauthorized incursions. V-BY does not warrant that the V-BY System, the web environment and the Services are secure with respect to Internet use. OTHER THAN PROVIDING STANDARD SUPPORT AND TRAINING FOR V-BY SYSTEM OR OTHER SERVICES DEFINED IN AN ORDER REQUEST, V-BY SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY CLAIMS ARISING FROM OR RELATED TO USE OF THE V-BY SYSTEM OR SERVICES IN CONJUNCTION WITH THE INTERNET.

I. Entire Agreement. This Agreement in conjunction with the applicable Order Request and its attachments and references form the complete agreement between Customer and V-BY, and supersedes any and all prior agreements among the parties related to the V-BY System, the Services and any other items provided under the respective Order Request. No modification of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by both parties.