



AUTHORIZED CLIENT AGREEMENT

This Agreement is made as of the date shown on the signature page below (the "**Effective Date**" date of first invoice) by and between Studio 4 Design, LLC, a Florida Limited Liability Company having a business office and address at 4012 West Estrella Street, Tampa FL 33629. ("**Studio 4 Design**") and

_____ with principle offices at
_____ ("**Authorized Client**")

WHEREAS, Studio 4 Design has developed, owns and markets proprietary, Internet-based, marketing structure for placement of Authorized Client industries key phrases for top placement of their website on at least one of the top 4 search engines ("**Google, Yahoo, MSN, ASK**"); and WHEREAS, Authorized Client desires to market their industries products, services, information, or what ever said client wants marketed on the Internet by making use of Studio 4 Design's Intellectual Product. With restrictions as to content of said industries*. *Studio 4 Design will not promote any content related to : Adult or Child pornography, any content meant to promote any criminal actions, defamation of character solely created to harm, damage, or just forewarn viewers of personal dislikes.

Mutual covenants and this agreement take effect upon any payment towards services provided by Studio 4 Design weather signing or not signing this agreement or invoice. Constituting the legitimacy of this contract to have Studio 4 Design start construction of Authorized Client's requests to begin by making payment towards invoice provided that clearly states to read this Authorized Client Agreement listed on invoice as a link to find the agreement on the Internet – current location www.mojo4.com .

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, Studio 4 Design and Client agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings whenever capitalized:

A. "**Confidential Information**" means any and all technical and non-technical information including, without limitation, source code, object code, any other software programs, patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, images, data, models, inventions, know-how, processes,

apparatus, equipment, algorithms, information concerning research or development, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, business forecasts, sales and merchandising and marketing plans and information business plans, customer lists, partner and supplier lists, technology, software source documents, documentation, employee assignments and expertise, and formulae possessed, owned, or controlled by Studio 4 Design and disclosed to Authorized Client or created from material disclosed by Studio 4 Design. In addition, "Confidential Information" also includes proprietary or confidential information of any third party who may disclose such information to Studio 4 Design or Authorized Client in the course of Studio 4 Design's business and any information that, upon receipt thereof by Authorized Client, should be reasonably understood to be confidential or sensitive in nature.

B. "**Intellectual Property Rights**" means all intellectual property rights protected by law throughout the world, including all copyrights, copyright registrations and applications, database rights, trademark rights (including trade dress), trademark registrations and applications, patent rights, patent applications (including the right to claim priority under applicable international conventions) and all patents issuing thereon, industrial property rights, inventions (whether or not patentable), together with all utility and design, knowhow, specifications, trade names, mask-work rights, trade secrets, moral rights, author's rights, algorithms, rights in packaging, goodwill, and other intellectual and industrial property rights, as may exist now and hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction.

C. "**Products**" means the products and services available through Authorized Clients website that are set forth on **Exhibit A**.

2. LICENSE / STUDIO 4 DESIGN'S OBLIGATIONS.

Studio 4 Design grants to Authorized Client a limited non-exclusive, terminable license, subject to the terms and conditions of this Agreement, to use of said Products to its end website.

Additionally, Studio 4 Design shall:

1. Provide Products to Authorized Client, provided however, that , Studio 4 Design may at its own discretion discontinue the sale or technical support of any Product;
2. Provide no less than 10 (ten) days notice of modification (including change in pricing schedule) or termination of the Products or technical support.

3. AUTHORIZED CLIENT'S OBLIGATIONS.

Authorized Client will use its best efforts to:

1. Promote the sale and distribution of Studio 4 Design Products to End Users by no less than displaying a link to www.studio4designllc.com on their index page;
2. Provide clear and to the point information of your websites industry to include images, key phrases and technical information, in digital form, prior to starting Studio 4 Design's construction of Products. Any additions after start-up may incur additional fees.

4. PURCHASING PRODUCTS

- A. Upon execution of this Agreement, Authorized Client will provide Studio 4 Design with valid credit card information so that Studio 4 Design can bill Authorized Client for Products requested and provided to include monthly subscription fees.
- B. Billing Authorized Client's credit card for the cost of the Product. Studio 4 Design will bill for the Product on a monthly basis, for the term of the agreement between Authorized Client and Studio 4 Design. By placing a Product Order, Authorized Client agrees to authorize and honor this billing.
- C. Studio 4 Design shall not be bound by any Product Order until accepted by Studio 4 Design.
- D. When Authorized Client submits Product Orders to Studio 4 Design, Authorized Client shall also provide any applicable tax exemption certificates or licenses, if not already provided to Studio 4 Design.

5. PRICING

- A. The Product prices charged by Studio 4 Design as listed in **Exhibit A**. This pricing information is exclusive of any taxes, for which Authorized Client is solely responsible. Authorized Client will promptly pay or reimburse Studio 4 Design if any duty, sales, use, value-added, excise, property, withholding or other tax, penalty or interest, however designated, is (or should ultimately be) assessed against or is levied upon the fees for the Products or otherwise as a result of this Agreement.
- B. Studio 4 Design may revise its prices from time to time, and such price changes will take effect 10 days after notice of such changes to Authorized Client.

6. DISPUTES OVER CREDIT CARD BILLINGS

- A. If at any time a credit card transaction processed by Studio 4 Design in accordance with this Agreement is declined:
 - 1. Studio 4 Design will give timely notice to Authorized Client that a transaction on its credit card was declined;
 - 2. Authorized Client will, within 24 hours of receipt of such notice, provide Studio 4 Design with new valid credit card information, and this new credit card information will be used for all subsequent fees due under this Agreement;
 - 3. If the new credit card information is subsequently declined at any time and for any reason, Studio 4 Design may, in its sole discretion, either allow Authorized Client to provide other valid credit card information, or terminate this Agreement and proceed under Section 7 of this Agreement.
- B. If at any time there is a dispute over a credit card billing, or if any transaction billed by Studio 4 Design to Authorized Client's credit card is charged back:
 - 1. Studio 4 Design and Authorized Client will promptly attempt to resolve the billing dispute, or cure the charge back;
 - 2. If the parties are unable to resolve in good faith any billing dispute or cure any charge back in a timely manner, Studio 4 Design may, in its sole discretion, terminate this Agreement and proceed under Section 7.
- C. Authorized Client will, as necessary or as requested by Studio 4 Design, provide updated credit card information. Failure to timely provide updated credit card information may result in this Agreement being terminated by Studio 4 Design, and Studio 4 Design may proceed under Section 7.

7. TERM AND TERMINATION

A. **Initial Term.** The term of this Agreement shall be from the Effective Date to one year thereafter (the "**Initial Term**").

B. **Renewal.** After the Initial Term, this Agreement shall be renewed automatically for subsequent one year terms unless otherwise terminated. The Initial Term and any subsequent renewal term is referred to as the "**Term**."

C. **Termination for Convenience.** Either party may terminate this Agreement without cause upon 30 days written notice.

D. **Termination for Cause.** Studio 4 Design may terminate this Agreement by written notice if Studio 4 Design and Authorized Client are unable to resolve or cure any credit card billing disputes as provided in Section 6.

Either party may terminate this Agreement by written notice if the other party (a) commits a material breach of this Agreement, which breach, if capable of being cured, is not cured within 30 days of written notice,

(b) terminates or suspends its business; (c) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (d) becomes subject to any bankruptcy or insolvency proceeding that is not rescinded within 45 days.

E. **Effect of Termination.** Upon termination of this Agreement for any reason, Authorized Client's license use of said Products terminates immediately, and Authorized Client shall immediately pay all fees and charges accrued under this Agreement prior to the termination date. Sections 8 and 10 and any accrued payment obligations survive termination or expiration of this Agreement.

F. **Effect of Termination on End User Agreement.** Upon termination of this Agreement, for any reason, Studio 4 Design, in its sole discretion, may continue to use structured Products for new clients. With all Products to be deleted, terminating links and all Product Structures provided by Studio 4 Design completely removed from Authorized Clients website, hosting server, and hard drive files.

8. CONFIDENTIALITY

A. **Disclosing Confidential Information.** Except as otherwise provided in this Agreement, Authorized Client agrees that Authorized Client will not use, disseminate, or in any way disclose any Confidential Information to any person, firm or business.

Authorized Client agrees that Authorized Client shall treat all Confidential Information of Studio 4 Design with the same degree of care as Authorized Client accords to Authorized Client's most important Confidential Information, but in no case less than reasonable care. Authorized Client agrees that Authorized Client shall disclose Confidential Information of Studio 4 Design only to Authorized Client's employees who need to know such information. Authorized Client warrants and certifies that such employees have previously agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Authorized Client under this Agreement. Authorized Client will immediately give notice to Studio 4 Design of any unauthorized use or disclosure of the Confidential Information or any breach of this

agreement by any party or person. Authorized Client agrees to assist Studio 4 Design in remedying any such unauthorized use or disclosure of the Confidential Information and mitigating any damage resulting therefrom. Authorized Client shall not hire or solicit for hire, directly or indirectly, any employee or contractor of Studio 4 Design if such action is likely to result in misappropriation of trade secrets due to inevitable disclosure. Authorized Client shall not reverse engineer, discover or attempt to discover any software design, or assist any other party in doing so, by reference to any Confidential Information or any tangible embodying such information.

B. Exclusions. Authorized Client's obligations under this Section, with respect to any portion of Confidential Information, shall not apply to any such portion that Authorized Client can document either:

(a) was in the public domain through no action of Authorized Client at or subsequent to the time such portion was communicated to Authorized Client by Studio 4 Design; (b) was rightfully in Authorized Client's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Authorized Client by Studio 4 Design; or (c) was developed by employees or agents of Authorized Client independently of and without reference to any information communicated to Authorized Client by Studio 4 Design. A disclosure of any portion of Confidential Information, either (a) in response to a valid order by a court or other governmental body, or (b) otherwise required by law, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Authorized Client shall provide prompt prior written notice thereof to Studio 4 Design to enable Studio 4 Design to seek a protective order or otherwise prevent such disclosure and shall continue to protect such disclosed information as confidential under this Agreement if a protective order or like protection is obtained by Studio 4 Design.

C. Ownership and Return of Confidential Information. All Confidential Information remains the property of Studio 4 Design. Other than rights expressly granted herein, Authorized Client has no rights under this Agreement to make Derivatives. All materials (including, without limitation, documents, drawings, images, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to Authorized Client by Studio 4 Design shall remain the property of Studio 4 Design. Authorized Client agrees to use reasonable efforts to promptly report any problems arising out of its use of any Confidential Information to Studio 4 Design, but to no other third party. Authorized Client agrees that any material, suggestions, comments, information or other communication, including all data, images, sounds, text, and other material embodied therein, that Authorized Client provides or is obligated under this Agreement to provide to Studio 4 Design concerning any aspect of the Confidential Information ("**Feedback**") will be considered the confidential information of Studio 4 Design. Studio 4 Design and its designees may copy, modify, create derivative works, display, disclose, distribute, license and sublicense, incorporate and otherwise use any or all of the Feedback, including derivative works thereto, for any and all purposes as Studio 4 Design deems fit. At Studio 4 Design's request and no later than five (5) days after such request, Authorized Client shall destroy or deliver to Studio 4 Design, at Studio 4 Design's option, (a) all materials furnished to Authorized Client by Studio 4 Design, (b) all tangible media of expression in Authorized Client's possession or control which incorporate or in which are fixed any Confidential Information, and (c) written

certification of Authorized Client's compliance with Authorized Client's obligations under this sentence.

D. Injunctive Relief. Authorized Client acknowledges and agrees that a breach of any of the promises or agreements regarding the use or misuse of Confidential Information will result in irreparable and continuing damage to Studio 4 Design for which there will be no adequate remedy at law, and Studio 4 Design shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate) without the necessity of proving actual damages or posting bond.

9. INTELLECTUAL PROPERTY

A. Authorized Client acknowledges that the Products and all processes, procedures, techniques and technology contained therein or represented thereby embody valuable Intellectual Property Rights of Studio 4 Design. Authorized Client acknowledges and agrees that all Intellectual Property Rights associated with the Products are and shall remain the sole and exclusive property of Studio 4 Design. Authorized Client shall have no interest whatsoever in Studio 4 Design's Intellectual Property Rights except as expressly provided in this Agreement.

B. Authorized Client has no authority to make any modifications to Studio 4 Design's Intellectual Property. Studio 4 Design owns all rights, title and interest in and to any modifications, developments, changes, and inventions (whether or not patentable) made to the Products, regardless of the person or persons making such.

C. Authorized Client acknowledges that all rights, title, and interest in and to all Studio 4 Design trademarks, service marks, trade names, slogans, labels, artwork, images, and designs used in the promotion and distribution of Products and Authorized Client Services ("**Marks**"), are and shall remain the property of Studio 4 Design. For purposes of this Agreement, Studio 4 Design grants a limited license to Authorized Client to refer to and use Studio 4 Design's Marks, provided that all such references and uses conform exactly to Studio 4 Design's associated requirements, which Studio 4 Design may revise in its sole discretion from time to time.

D. During the term of this Agreement Authorized Client grants Studio 4 Design a nonexclusive, worldwide, nontransferable, royalty free license to use Authorized Client's trademarks and logos, as the same may be modified from time to time by Authorized Client, for the purpose of placing same on administrative page of Studio 4 Design's web site to promote Authorized Client's business.

10. WARRANTIES, INDEMNITIES, AND LIMITATIONS

A. Indemnity.

1. Indemnification by Authorized Client. Authorized Client shall defend, indemnify and hold harmless Studio 4 Design and its affiliates, successors, assigns, agents and representatives and their respective officers, directors and employees from and against any and all actions, suits, proceedings, investigations, demands, claims, judgments, liabilities, obligations, liens, losses, damages, expenses (including, without limitation, attorneys' fees) and any other fees (collectively, "**Losses**") arising out of or relating to (i) personal injury or damage caused by Authorized Client, its employees, agents, servants, or other representatives; (ii) any act or omission by Authorized Client, its

employees, agents, servants or other representatives, including, but not limited to, unauthorized representations made by Authorized Client or warranties made by Authorized Client with regard to the Products; (iii) any use of, or the inability to use, the Products by Authorized Client; (iv) any breach by Authorized Client of any of the terms or conditions of this Agreement; or (v) any third party claim other than the ones subject to Section 10.A.2. Studio 4 Design shall defend, indemnify and hold harmless Authorized Client and its affiliates, successors, assigns, agents and representatives and their respective officers, directors and employees (collectively, the "**Authorized Client Parties**"), from and against any and all Losses arising out of or relating to any suit or claim made by a third party relating to (i) personal injury or damage caused by Studio 4 Design, its employees, agents, servants, or other representatives; or (ii) any act or omission by Studio 4 Design, its employees, agents, servants or other representatives. **THIS SECTION 10.A.1 SET FORTH THE SOLE AND EXCLUSIVE REMEDY OF AUTHORIZED CLIENT AND THE ENTIRE LIABILITY AND OBLIGATION OF STUDIO 4 DESIGN WITH RESPECT TO ANY THIRD PARTY CLAIMS, INCLUDING CLAIMS THAT THE SOURCE CODE INFRINGES INTELLECTUAL PROPERTY RIGHTS..**

2. Indemnification by Studio 4 Design. Studio 4 Design shall defend, indemnify and hold harmless Authorized Client and its affiliates, successors, assigns, agents and representatives and their respective officers, directors and employees (collectively, the "**Authorized Client Parties**"), from and against any and all Losses arising out of or relating to any suit or claim made by a third party relating to (i) personal injury or damage caused by Studio 4 Design, its employees, agents, servants, or other representatives; or (ii) any act or omission by Studio 4 Design, its employees, agents, servants or other representatives. **THIS SECTION 10.A.2 STATES THE SOLE AND EXCLUSIVE REMEDY OF AUTHORIZED CLIENT AND THE ENTIRE LIABILITY AND OBLIGATION OF STUDIO 4 DESIGN WITH RESPECT TO ANY THIRD PARTY CLAIMS, INCLUDING CLAIMS THAT THE SOURCE CODE INFRINGES INTELLECTUAL PROPERTY RIGHTS.**

3. Procedure for Indemnification. If any third party not a party to this Agreement makes any demand or claim, or files or threatens to file a lawsuit, which demand, claim or lawsuit may result in Losses to any or all of the parties to be indemnified pursuant to the terms and conditions set forth herein (collectively, the "**Indemnified Parties**") for which the Indemnified Parties may be entitled to seek relief from the indemnifying party hereunder (the "**Indemnifying Party**"), the Indemnified Parties shall promptly provide written notice to the Indemnifying Party of such demand, claim or lawsuit, and the Indemnifying Party shall then have the option, at the sole cost and expense of the Indemnifying Party, to retain counsel for the Indemnifying Party to defend any such demand, claim or lawsuit. Thereafter, the Indemnified Parties shall be permitted to participate in such defense at their own expense. If the Indemnifying Party elects to assume the defense of a third-party claim, the Indemnified Parties agree, to cooperate in all reasonable respects with the Indemnifying Party in connection with such defense, including retaining and delivering to the Indemnifying Party records and information which are reasonably relevant to such third-party claim. If the Indemnifying Party shall fail to respond within thirty (30) calendar days after receipt of such notice, or shall notify the Indemnified Parties that it does not intend to defend against such demand, claim or lawsuit, the Indemnified Parties may conduct a defense against such demand, claim or

lawsuit at its sole discretion, and at the cost and expense of the Indemnifying Party who shall promptly reimburse the Indemnified Parties for all such costs and expenses upon request by the Indemnified Parties. If the Indemnified Parties elect to assume the defense of a third-party claim, the Indemnifying Party agrees, at the Indemnifying Party's expense, to cooperate in all reasonable respects with the Indemnified Parties in connection with such defense, including retaining and delivering to the Indemnified Parties records and information which are reasonably relevant to such third-party claim. Nothing in this Section shall prevent any or all of the Indemnified Parties from taking such action as may be necessary prior to the end of the thirty (30) day period provided for above to prevent a default judgment from being entered. Notwithstanding anything herein to the contrary, (i) if there is a reasonable probability that a claim or demand may materially, adversely affect the Indemnified Parties, other than as a result of monetary damages or monetary payments subject to indemnification herein, any of the Indemnified Parties shall have the right (but not the obligation), at its own cost and expense, to defend, compromise or settle such claim; and (ii) the Indemnifying Party shall not, without the Indemnified Parties' prior written consent, settle or compromise any claim or demand or consent to entry of any judgment in respect thereof unless such settlement, compromise or consent subjects the Indemnified Parties to no liability and includes, as an unconditional term thereof, the giving by the claimant or the plaintiff to the Indemnified Parties of a release from all liability in respect of such claim or demand.

B. Limitation of Liability. THE CUMULATIVE LIABILITY OF STUDIO 4 DESIGN FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PRODUCTS, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO STUDIO 4 DESIGN HEREUNDER. IN NO EVENT SHALL STUDIO 4 DESIGN BE LIABLE TO AUTHORIZED CLIENT OR ITS END USERS OR ANY OTHER THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, COST OF CAPITAL, LOSS OF GOOD WILL, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF STUDIO 4 DESIGN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE BEEN DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, VOID OR UNENFORCEABLE.

C. Warranties

1. **Authorized Client Warranties.** Authorized Client shall not, and Authorized Client represents and warrants that it will not, include in any End User agreement relating to the Products any provisions which conflict with or contradict any provision of this

Agreement. Authorized Client further represents and warrants that it shall comply with all applicable federal, state, county, local and, where necessary, foreign laws, ordinances, and regulations. Authorized Client acknowledges that the Products may be subject to United States and other countries' export and import laws, statutes and regulations, and Authorized Client agrees that it will at all times comply with the provisions of such laws, statutes and regulations including obtaining any necessary or required licenses.

2. **Studio 4 Design Warranties.** Studio 4 Design represents and warrants to Authorized Client that it has all right, power and authority to enter into this Agreement

3. **Warranty Disclaimer.** **EXCEPT FOR THOSE EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, STUDIO 4 DESIGN EXPRESSLY DISCLAIMS ALL WARRANTIES AND STUDIO 4 DESIGN CONDITIONS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN ANY USE OF THE PRODUCTS BY AUTHORIZED CLIENT OR ANY THIRD PARTY (INCLUDING END USERS) IS AT AUTHORIZED CLIENT'S OWN RISK. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, STUDIO 4 DESIGN DOES NOT WARRANT THAT THE PRODUCTS SHALL MEET AUTHORIZED CLIENT'S, OR ANY THIRD PARTY (INCLUDING END USERS) REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCTS SHALL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY ERRORS SHALL BE CORRECTED OR THAT THE PRODUCTS SHALL BE COMPATIBLE WITH ANY PARTICULAR PLATFORM. IF THIS EXCLUSION IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN ALL IMPLIED AND STATUTORY WARRANTIES, AND CONDITIONS SHALL BE LIMITED IN DURATION TO A PERIOD OF THIRTY (30) DAYS AFTER THE EFFECTIVE DATE, AND, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, NO WARRANTIES OR CONDITIONS SHALL APPLY AFTER THAT PERIOD.**

11. MISCELLANEOUS

A. Neither party shall assign or otherwise transfer this Agreement without the prior written consent of the other party, except that either party may transfer all of its rights or obligations hereunder to a successor to substantially all of the assets and business of that party.

B. The relationship of Authorized Client and Studio 4 Design established by this Agreement is that of independent contractor, and nothing contained in this Agreement will be construed (a) to give either party the power to direct or control the day-to-day activities of the other or (b) to constitute the parties as partners, franchisee-franchiser, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or otherwise give rise to fiduciary obligations between the parties. Neither party shall make any commitment or representation, expressed or implied, on the other party's behalf without prior written authorization.

C. No waiver by either party of any default in performance by the other party hereunder, or of any breach or series of breaches by the other party of any provision herein, shall constitute a waiver of any subsequent default in performance under this Agreement or any subsequent breach of any provision thereof.

D. Except for the obligation to make payments, nonperformance by either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

E. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, and this Agreement shall continue in full force and effect as if such invalid, illegal, or unenforceable provision had never been a part of the Agreement. In addition, the invalid, illegal, or unenforceable provision shall be automatically amended so as to best accomplish the objectives of the invalid, illegal, or unenforceable provision within the limits of applicable law.

F. This Agreement shall not be for the benefit of, or enforceable by, any person or entity not a party hereto and shall not confer any rights or remedies upon any party other than the parties and their respective successors and permitted assigns.

G. This Agreement shall be construed and governed in accordance with the laws of the State of Florida without regard to its conflict of laws rules and principles, the parties agree that venue and jurisdiction for any disputes lies exclusively in Hillsborough County, Florida, and Authorized Client hereby submits to personal jurisdiction in Hillsborough County, Florida and waives any defense based on venue, jurisdiction, and forum non conveniences. If either party brings any action to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

H. This Agreement constitutes the entire, final, complete and exclusive agreement between the parties and supersedes all previous agreements or representations, oral or written, relating to this Agreement. All Exhibits hereto are an integral part hereof and are incorporated, in total, by reference fully as a part of this Agreement in all respects. Neither party has made this Agreement by reason of or in reliance on any representations of fact or opinion which are not fully stated in this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party.

I. This Agreement may be executed in counterparts, each of which shall be an original, and such counterparts shall together constitute one instrument.

J. All notices, requests and other communications hereunder shall be in writing and shall be delivered in person or sent by nationally recognized overnight courier service or by facsimile transmission (with confirmation of receipt) to the address or facsimile number of the party set forth on the signature page of this Agreement or to such other address designated in writing by the receiving party. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered, as evidenced by delivery receipt or equivalent.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

AUTHORIZED CLIENT: STUDIO 4 DESIGN, INC.

Name: Name: Samuel W. Johnston IV

Title: Owner

Signature: _____

Date: _____

EXHIBIT B

END USER CONTRACT CLAUSES

Limitation of Liability. THE CUMULATIVE LIABILITY OF AUTHORIZED CLIENT FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PRODUCTS, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO AUTHORIZED CLIENT HEREUNDER. IN NO EVENT SHALL AUTHORIZED CLIENT BE LIABLE TO END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, COST OF CAPITAL, LOSS OF GOOD WILL, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF AUTHORIZED CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE BEEN DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, VOID OR UNENFORCEABLE.

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COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN ALL IMPLIED AND STATUTORY WARRANTIES, AND CONDITIONS SHALL BE LIMITED IN DURATION TO A PERIOD OF THIRTY (30) DAYS AFTER THE EFFECTIVE DATE, AND, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, NO WARRANTIES OR CONDITIONS SHALL APPLY AFTER THAT PERIOD.