

LiveCamNetwork SaaS License, Hosting & Terms of Service

LCN TECHNOLOGIES LLC ("LCN"). 1802 N Carson Street STE 212. Carson City, Nevada. USA 89701. 1-866-892-5122.

SOFTWARE LICENSE AGREEMENT

By purchasing the LiveCamNetwork software license and service, you agree and understand to use the system for lawful purposes only, and to pay all usage fees in a timely manner. All pricing is in US Dollars. All sales are final.

SOFTWARE LICENSE AND INTERNET HOSTING AGREEMENT

PREAMBLE TO AGREEMENT

Whereas LCN Technologies has developed a software and service solution referred to as Livecamnetwork, version 4.5 (or simply "LCN v4.5") and is the sole owner and holder of all copyright to said software;

Whereas LCN Technologies has operated and continues to operate LCN v4.5 on its domain www.livecamnetwork.com, which the Licensee has examined and determined that it wishes to operate one or more similar sites under its own domain name(s);

Whereas Licensee wishes to acquire a limited license to operate LCN v4.5 in conjunction with the web hosting services provided by Licensor, according to the rights granted hereunder and subject to the terms and conditions stated herein;

Whereas LCN Technologies offers a license to use its software in contention with the web hosting services of LCN Technologies;

Whereas the license to be granted to Licensee is accessory to the principle agreement between the parties, the principle agreement being a web hosting agreement where the LCN software is run exclusively on servers owned, controlled and operated by LCN Technologies;

NOW THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

INTENT OF AGREEMENT

1.01 Intent of Agreement

1.01.01 It is the intent of the parties to this agreement that the Licensee shall acquire and operate a limited license for website(s) under its own domain name(s) which shall run LCN v4.5 (or such other upgrades that LCN Technologies may provide), hosted on the servers of LCN Technologies, and that each party shall remain independent of the other, and nothing in this agreement shall be interpreted in any way to create or give the appearance of a joint venture, partnership or other association, other than that of a service provider (LCN Technologies) to an independent contractor such as the Licensee;

1.01.02 The present agreement provides for the acquisition of a license to use the software which is hosted on servers owned and operated by LCN Technologies; this concept is also known as "SaaS" or Software as a Service, where the Licensee uses Licensor's software and services, where the software is run on the servers of LCN Technologies;

1.01.03 The present agreement also provides for hosting of the software on Licensor's servers, according to the specific terms and rates provided for at www.2much.net

DEFINITIONS & ABBREVIATIONS:

2.01 Definitions

Within the present agreement, the terms herein shall be given the following meaning:

2.01.01 "Account Balance" means the account balance that is due to Licensor and which may be viewed by Licensee online from the administrator program of LCN;

2.01.02 "Agreement" means this agreement.

2.01.03 "Billing Companies" means third parties that collect payments and redistribute them, after deducting all processing fees, hold backs, charge backs and any other deductions made by said third parties;

2.01.04 "Continuous Service" means that the Licensor provides continuous bandwidth connection for up and down data transmission at the ratio of 99.6% of connection time;

2.01.05 "Domain Name" means the text name(s) chosen by the Licensee under which it will operate the LCN software, and which corresponding to a numeric IP address on the servers of LCN Technologies where the software is located;

2.01.06 "Hold back" means the sums withheld by LCN and / or Billing providers in the collection of payments by Licensee's clients as insurance against fraudulent transactions;

2.01.07 "Intellectual Property" means, without limitation, any intellectual property right, title and interest in the software and source code created by LCN Technologies under the name of LiveCamNetwork or any other name that LCN Technologies may use for its software or its source code;

2.01.08 "License" means the specific license granted under the present agreement, in conjunction with the software hosting agreement, whereby the Licensee acquires the right to use the LiveCamNetwork software on its chosen domain name(s), to provide streaming content to Licensee's customers;

2.01.09 "LCN v4.5" or its shorter version of "LCN" shall mean any of the software developed by Licensor and which is used to run its software under the name of "LiveCamNetwork".

2.01.10 "Mbase" means the chat host database set up by LCN Technologies which allows all Licensees to offer their own chat hosts to a common database and which allows Licensees without its own chat hosts to offer chat hosts for online chat, for a fee as established by LCN Technologies;

2.01.11 "Maintenance Upgrade" (or "Revision upgrade") designated by X.y (where "X" is the software version and "y" is the current revision number of the software) which would consist of minor improvements, enhancements and bug fixes to the current version release;

2.01.12 "Version Upgrade" (such as LCN v4.5) would be a major upgrade (where the "X" designation in section 2.01.11 would designate the version number) and the version upgrade would incorporate new or significantly improved features over the previous version;

2.01.13 "Web Hosting" means the set up, installation and operation of the licensed software on the servers owned, operated and controlled by LCN Technologies;

GENERAL DESCRIPTION OF SERVICES PROVIDED BY LCN Technologies

3.01 LCN Technologies shall provide and install LCN 4.5 : A Pay-per-minute video chat system with features listed online at <http://www.2much.net>

PRICE AND PAYMENT:

4.51 License Fee:

3.0 4.51.01 License fee for use of LCN v4.5:

Pricing as described on Pricing / Order page of www.2much.net

4.52 License Upgrade Fee:

4.52.01 Additional fees for upgrades shall be applied according to pricing page of www.2much.net

4.53 Web Hosting Fees:

4.53.01 Setup, Hosting Fees and other Services as described on pricing page of www.2much.net

4.53.02 All fees payable on a monthly basis shall be payable in advance, and the minimum term for the services provided shall be three (3) months;

4.54 Payment Schedule:

4.54.51 The payment for License Fees, Upgrade Fees as well as Setup, Hosting Fees and other Services shall be paid in advance.

4.55 Method of Payment:

4.55.01 All payments must be received by LCN Technologies without deduction or hold back before the site can be activated, and once activated, Licensee shall not maintain a negative balance of account with LCN Technologies unless sufficient guarantees are provided to LCN Technologies to assure that any amount due to LCN Technologies shall be paid forthwith, on demand.

4.55.02 LCN Technologies shall only accept payments in the following manner:

- Certified check or money order
- Bank / Wire Transfer
- Credit Card / Paypal / Google Checkout

4.55.03 Payments shall not be credited to an account until they have been cleared by LCN Technologies's financial institution and notification of receipt of payment has been given to Licensee;

4.55.04 Payment guarantees for Mbase usage, hosting and all services provided by LCN:

Licensee shall put up such additional sureties of \$250.00. This "Minimum Reserve" which are, in the sole and absolute discretion of Licensor, sufficient to cover any negative account balance that may occur in the operation and/or maintenance of the Licensee's website, or which will cover additional services requested by Licensee, and the amount will be based upon an estimate provided by Licensor which would cover operating expenses and Mbased usage, including an amount to cover hold backs which, in the sole and absolute discretion of Licensor, may be incurred in the operation of the website;

4.55.05 Failure to maintain a solvent surety within the Province of Quebec shall permit the Licensor to limit some or suspend all services provided to the Licensee, in addition to any of the recourses provided under the Default provisions of the present agreement;

As consideration for the Software or Services purchased by You and provided to You by LCN, You agree to pay LCN at the time You order. All fees are due immediately and are non-refundable even if Your Services are suspended, terminated, or transferred prior to the end of the Services term. LCN expressly reserves the right to modify pricing through email notification and/or notice on its Web site. Payment may be made by You by providing either a valid credit card. A cash reserve (called "Minimum Reserve") for charge by LCN (collectively, the "Payment Method"). Your Prepaid Services account may be funded by a Credit card or Wire Transfer. Your Payment Method on file must be kept valid at all times.

If for any reason LCN is unable to charge Your Payment Method for the full amount plus Minimum Reserve owed LCN for the Services provided, or if LCN is charged a penalty for any fee it previously charged to Your Payment Method, You agree that LCN may pursue all available remedies in order to obtain payment. If You pay by credit card and if for any reason LCN is unable to charge Your credit card with the full amount of the Services provided, or if LCN is charged back for any fee it previously charged to the credit card You provided, You agree that LCN may pursue all available remedies in order to obtain payment. You agree that among the remedies LCN may pursue in order to effect payment, shall include but will not be limited to, immediate cancellation without notice to You of any domain names or Services registered or renewed on Your behalf. LCN reserves the right to charge a reasonable administrative fee for administrative tasks outside the scope of its regular Services, including additional costs that it may incur in providing the Services and pass along to You. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, fees incurred by third parties You have elected to use as payment methods, including PayPal and Segpay, Inc., and disputes that require legal services. These charges will be billed to the Payment Method we have on file for You. You may change Your Payment Method at any time by logging into Your Account Manager. For LCN Marketplace orders where payment has not been received or LCN has received a chargeback for any portion of the transaction, You understand that in addition to any administrative fees LCN may charge for the handling of the chargeback, the seller may also pursue all available lawful remedies to collect payment plus applicable fees, or obtain the lost merchandise. LCN is not responsible for the actions of the sellers.

You agree that You are solely liable for arranging that Your Services are renewed, and that LCN shall not be liable to You or any third party if it is unable to charge Your Payment Method in order to renew Your Services.

4.56 Interest and late fees:

4.56.01 Any amount that remains due to Licensor after due date shall bear interest at the rate of twenty-eight point 8 (28.8%) percent per annum;. A late fee of \$35.00 will be charged to said account per month for any balance due which remains unpaid. An over-credit charge of \$35.00 will be charged to said account per month for any balance which exceeds established credit limit.

DURATION OF AGREEMENT:

5.01 Initial Term:

5.01.01 The license shall remain in force for an initial minimum period of twelve (12) months, and thereafter, so long as Licensee maintains and pays Licensor's hosting and related services in accordance with the terms of the present agreement, unless terminated earlier according to the other provisions of the present agreement;

5.01.02 The license shall lapse twelve (12) months following the release date of a software version upgrade, after which time the previous version shall cease to be supported by Licensor, and the Licensor shall apply the version upgrade policy to determine what additional Licensee fees shall be charged to Licensee during the term of the present agreement or of any of its renewals;

5.02 Automatic Renewals:

5.02.01 The present agreement shall automatically renew for an addition period of twelve (12) months at the end of its initial term, and thereafter, at the end of each renewal period, it shall automatically renew for another twelve (12) month term, provided that Licensee is not in default hereunder and has not received a notice of default from Licensor during the present term of the agreement which is currently then in force.

5.02.02 Should Licensee decide not to renew this agreement, he shall notify Licensor in writing in accordance with the notification provisions of this agreement at least one (1) month prior to the expiration of the present agreement.

SERVICES PROVIDED AND OBLIGATIONS OF LICENSEE

6.01 What services are provided by LCN Technologies:

6.01.01 This item intentionally left blank.

6.01.02 LCN Technologies shall install the software and configure the website that shall use Licensee's domain name within a delay of approximately 3 business days from the receipt and credit of Licensee's initial payment;

6.01.03 LCN Technologies shall maintain operation of the software and provide hosting and related services on a continuous basis as provided for in this agreement;

6.01.04 LCN Technologies shall monitor the quality of the services in order to assure the high quality of the streaming video and audio used in its online streaming content, and shall provide technical support as required to Licensee, for a fee;

6.02 What Licensee must do to maintain the software service:

6.02.01 Licensee shall operate its site in compliance with the terms and conditions of the present agreement and shall not carry on any activity which, in the sole discretion of Licensor, would be harmful or detrimental to LCN Technologies or any of its Licensees;

6.03 Payment in advance:

6.03.01 Licensee shall pay for the monthly recurring services provided herein, one month in advance and on the first day of each month, and for all other services, on the due date of payment, without need for a demand from Licensor, and for any other payments which may become due, upon demand;

6.04 Surety:

6.04.51 Licensee shall maintain its surety (payment guarantee for Mbase usage) in order to assure payment of Mbase services provided by LCN Technologies;

6.05 Illegal activity:

6.05.01 Licensee shall not allow its website to carry on any illegal activity;

6.06 Maintain DNS and connectivity:

6.06.01 In the event that the Licensee makes use of Licensor's billing sub-account facility, Licensee shall always maintain its domain name pointed to the domain name server (or "D.N.S.") as specifically designated by Licensor, and shall maintain connection to LCN Servers, chat model "broadcasters" and shall not redirect, point "traffic", switch or point its domain to any other domain name server unless Licensor has provided prior written authorization to do so; failure to respect this provision will cause Licensee to be liable for all damages, fines and liabilities caused by this default. Licensor shall be entitled to recover all losses or damages caused by any D.N.S. violation. In order to mitigate any damages that would occur from this violation, Licensor shall also be entitled to redirect all traffic from Licensee's domain to that of Licensor's choice, in addition to giving notice to Licensee's customers of the redirection in traffic, which will allow said customers to benefit from purchases made prior to violation.

6.07 No Assignment or Transfer:

6.07.01 Licensee shall not assign its license or any of the rights granted herein to any other person without obtaining the prior written consent of Licensor.

6.08 Acceptance of Installation and Start Date:

6.08.01 Licensee shall accept the installation of the software and the configuration of the website by Licensor, in Licensee's domain name, which Licensor shall deliver within a delay of approximately 3 business days from receipt and credit of Licensee's initial payment;

6.08.02 Licensee shall be deemed to have accepted the installation and configuration within forty-eight (48) hours after first access the Administrator Program of LCN, unless Licensee provides Licensor written notification of any defective, non-operational or nonfunctional feature of the installed software;

6.08.03 First access shall be determined by Licensee's "online acceptance" to use the Administrator program;

6.08.04 Should Licensee not access the administrator program within five (5) days of Licensor's notification that the software is installed and configured, Licensee shall

be deemed to have conclusively accepted the software "as is" and will be precluded from giving the notice provided for by section 6.08.02;

LANGUAGE

7.01 Language, including technical support:

7.01.01 The parties hereto recognize that the software will be used on the internet and may be adapted to Licensees and/or Licensee's End Users in foreign countries. Licensee also recognizes that Licensor would incur language difficulties and higher support fees if communications with its Licensees are not standardized to the English language. Therefore, Licensee agrees that it shall use the English language, spoken and/or written, to communicate on any matter relating to or arising from this contract, and without limiting the generality of the above, this shall include any technical support requested by the Licensee, unless the Licensee specifically requests that another language be used and provides for payment of all costs incurred or to be incurred in such translation;

ASSIGNMENT / TRANSFER

8.01 No Assignment or Transfer without Consent

8.01.01 Licensee may not assign, transfer, give, sell, lease, divest or otherwise dispose, either directly or indirectly, any of the rights granted to it by the Licensor without the prior written consent of Licensor.

8.01.02 Before any transfer or assignment may be considered by Licensor, the Licensee shall provide Licensor with all relevant information required by the Licensor as to the identity, status and solvability of the proposed transferee or assignee, as well as any other information that, in the sole discretion of Licensor, is required to evaluate the suitability of transferee or assignee, and if the transferee or assignee is a corporation, this information shall extend to and include similar information on each of the corporation's officers and directors;

8.01.03 The cost of any inquiry shall be borne entirely by the Licensee, including Licensor's attorney's fees associated with any transfer or assignment contemplated by the Licensee, and Licensee shall be required to place an amount in trust with Licensor's attorney to cover all such related expenses, including the costs to amend or terminate the present agreement;

WARRANTY AND ONGOING NOTIFICATION

9.01 No warranty either expressed or implied:

9.01.01 Licensor offers no express warranty to Licensee, other than to warrant that Licensor owns the rights (the copyright) in the LCN software, and that the software performs as represented in the description of services described in section 3.01, save and except that Licensor cannot and does not warrant that the content used with the software is compliant with all laws in force in every jurisdiction where the software may be used, since Licensor has no control over what jurisdictions Licensee will use its software. Licensee accepts that it is the sole party liable for any infringement of laws that may be applicable to the operation by Licensee of the LCN software, and Licensee further acknowledges that it is the duty of Licensee to inquire and determine with its independent legal counsel whether or not the software can be used in full compliance with all applicable laws and regulations. Licensor disclaims all implied warranties including any implied warranty of merchantability and any implied warranty of use for a particular purpose, to the extent permitted by Quebec and Canadian law;

9.02 Ongoing Notification through LCN "BBS" and "News":

9.02.01 Licensee shall receive notification of all relevant information regarding the operation of the LCN software by examining the BBS section of LCN as well as the News pages that are posted from time to time on the LCN News section of the Administrator Program.

9.02.02 Licensee shall be deemed conclusively to have received notification of any notice or matter posted by Licensor on said sections (BBS or News), and failure of Licensee to take notice of any matters that have been posted shall bar Licensee from making any demand, claim or from taking any recourse against Licensor for any matter that Licensor has posted on said sections;

LIABILITY:

10.01 No Liability:

10.01.01 Licensor shall not be liable for any damages or losses whatsoever that are or may be incurred in the use of the LCN software or in the acquisition and/or use of any other product or service provided to Licensee by Licensor, and this shall include any form of damages, whether direct or indirect, punitive or exemplary, and whether or not there is any loss of profits or loss of opportunity.

10.01.02 Furthermore, Licensee agrees to indemnify and/or hold harmless Licensor from any claim which may arise out of the use of the LCN software, including its misuse. This limitation of liability shall be applicable to any claim presented to Licensor whether the legal theory forming the basis of such claim involves contract, tort, negligence, strict liability or otherwise.

10.01.03 Licensee hereby agrees to indemnify and hold Licensor harmless for injury or damages to persons or property, for any and all liability, loss, damages, cost, or expenses, including all attorney fees and costs, including the cost of experts, which are incurred to defend against claims or to enforce the terms of this agreement. In no event will Licensor or its suppliers be liable to Licensee or any party dealing with Licensee, for any damages, claims or costs whatsoever or any consequential, indirect, incidental damages, or any lost profits or lost savings, even if Licensor has been advised of the possibility of such loss, damages, claims or costs or for any claim by any third party. The foregoing limitations and exclusions apply to the extent permitted by law.

10.02 Delays:

Licensor, whether as hosting service provider or as Licensor, shall not be liable for any delays which are beyond the direct control of Licensor, and in particular, the following list is indicative, but not limitative, as to the type of situations which are beyond Licensor's control:

- Delay in Launch or Delivery date where third party billing company exceeds its delay to set up billing services;
- Licensee-related Delays, where, for example, the Licensee causes damage to the set up templates used by Licensor to set up the software service;
- Any delays resulting from any other circumstances beyond Licensor's control;

10.03 Force Majeure:

Licensor, whether as hosting service provider or as Licensor, shall not be liable for any losses which are beyond the direct control of Licensor, and in particular, the following list is indicative, but not limitative as to the type of situations which are beyond Licensor's control:

- Power outages;
- Malicious attacks over the internet, such as D.O.S. (denial of service) attacks, as well as any slowdown or shutdown of service related to internet security issues such as internet worms or viruses;
- Non-malicious slowdowns or shutdowns over the internet, or to Licensor's hosting servers, such as a temporary flood of internet traffic;
- Any other delays resulting from Acts of God, war, insurrection, strike, blackouts, or from any other situation which is beyond Licensor's control;
- Any delays or downtime resulting from causes contained in Section 10 shall not be calculated in the determination of Licensor's obligation to provide continuous service;

DEFAULT AND RECOURSE 11.01 Termination

11.01.01 The present agreement shall not terminate at the end of the initial term of twelve (12) months, unless Licensee gives Licensor written notice at least one (1) calendar month prior to the end of the initial term of twelve (12) months, in accordance with the notification provisions herein;

11.01.02 Should the Licensee default in any of its obligations contained herein, then Licensor shall have the right to terminate the present agreement forthwith, and shall give Licensee notice to this effect;

11.01.03 A default in the payment of any amount due under the present agreement shall not automatically result in the termination of the present agreement unless Licensor has notified Licensee of the amounts due and the delay to pay said amounts. If no delay is specified in Licensor's notice to Licensee, the default delay shall be five (5) days.

11.01.04 In addition to the right to terminate the present agreement and any services provided hereunder, should Licensee be in default in any its obligations, including obligations to pay or to maintain sufficient surety to guarantee full payment of Mbase services. Licensor shall also have the right to suspend services by giving notice to that effect to Licensee, and said notice need not be in accordance with the notification provisions of this agreement, but will be deemed received by Licensee if sent by e-mail or if posted on Licensee's website.

BANKRUPTCY OR INSOLVENCY

12.01 Bankruptcy or Insolvency

12.01.01 If Licensee becomes bankrupt or insolvent or takes steps, or allows an order to be made, to end its corporate existence then, in any such case, LCN Technologies, at its option, may forthwith terminate this Agreement retroactive to the date of the act of bankruptcy or insolvency, by leaving notice of termination with Licensee and, in that case, all undistributed sales as well as all deposits and other guarantees shall be considered as liquidated damages which become immediately due and payable and will belong to LCN Technologies.

CUMULATIVE REMEDIES

13.01 Remedies:

13.01.01 LCN Technologies may use any or all of the rights and remedies available to it under this Agreement or at law or at equity if Licensee defaults in observing or performing its obligations or if LCN Technologies is entitled to terminate the Agreement. Those remedies will be cumulative and not alternative.

WAIVER AND CONDONING

14.51 Waiver

14.51.01 Only written waivers of Licensee's defaults will bind LCN Technologies. No condoning, excusing, or overlooking by LCN Technologies of any default by Licensee will operate as a waiver of the rights or remedies on any subsequent default.

LEGAL FEES

15.01 Reasonable Attorney's Fees

15.01.01 If LCN Technologies exercises any of its rights or remedies as a result of Licensee's default, the latter will pay LCN Technologies's reasonable extra-judicial costs (based upon 20% of the value of all services provided annually by LCN Technologies) and shall also pay all out-of-pocket expenses and/or disbursements associated with the exercise of its legal recourses, including all judicial costs.

NOTICES

16.01 Notices:

16.01.01 Any notice, request, or demand required or permitted to be given must be in writing and will be sufficiently given if delivered by Federal Express or similar courier, as follows:

(a) to LCN Technologies 212-1802 N. Carson St. Carson City, Nevada 89701 Mr. Ken Zigby, CEO

(b) Merchant as indicated on Page 2.

16.02 Either party will give notice to the other of any change of its address for service.

MISCELLANEOUS

17.01 Successors and Assignees

17.01.01 This Agreement shall bind the successors and assignees of the parties hereto.

18.01 No Partnership

18.01.01 The parties to this Agreement expressly declare that no provision of this Agreement and no act on their part shall be intended or shall be interpreted as establishing between them a relationship other than that of an Independent Contractor.

19.01 Cancellation of Previous Agreements

19.01.01 This Agreement contains all of the mutual commitments and obligations of the parties with respect to previous agreements between the parties (save and except those provisions that are retained and specifically mentioned herein), and cancels, for all legal purposes, any previous representations, negotiations or agreements of any nature whatsoever.

20.01 Governing Laws

20.01.01 This Agreement shall be interpreted in accordance with the laws of the province of Quebec. Any dispute regarding this agreement shall be resolved before the courts of the Province of Quebec, Judicial District of Montreal, where the present agreement has been concluded.

21.01 Headings and numbers

21.01.01 The headings, captions, article numbers, section numbers, subsection numbers, and table of contents appearing in this Agreement are inserted only as a matter of convenience, and in no way define, limit, construe or describe the scope of intent of the parties to this Agreement nor in any way affect this Agreement.

22.01 Interpretation

22.01.01 The words "hereinabove", "herein", "above-mentioned", "hereunder" and similar expressions used in any article, section or subsection of this Agreement refer to the whole of the Agreement and not to that article, section or subsection only, unless otherwise stipulated. Where required by the context hereof, the singular shall include the plural and the neuter gender the masculine and feminine.

23.01 Change of Ownership or Control

23.01.01 Licensee recognizes that one of the considerations for LCN Technologies entering into the present Agreement with Licensee is due to the fact that LCN Technologies has negotiated with Licensee's principals in the negotiation of the present agreement, and the Licensee shall not, during the term of this agreement, authorize or enter into, nor acquiesce in any act or transaction that would result in a material change in the ownership or control of Licensee, without giving prior notice to LCN Technologies, and in such case, LCN Technologies shall have the option to terminate the present agreement within 30 days following receipt of said notice.

SPECIAL PROVISIONS

24.51 English Language

24.51.01 The Parties specifically declare that they have requested that the present Agreement and all writings relating thereto be drawn up in the English language. Les Parties déclarent qu'elles ont demandé que le présent entente et toute correspondance (incluant les annex) s'y relatant soient rédigés en anglais.

25.01 WEBSITE DESIGN OR CUSTOM TEMPLATE GRAPHICS AND DESIGN PROVISIONS

25.01.01 **Changes and Additions:** Any change request by the client after agreed completion and delivery may be subject to additional charges. Additional work requested will be considered as a separate work order. LCN is under no obligation to make any additions after a project has been completed and delivered. Any further revisions in your site may result in additional charges.

25.01.02: **Completion Date.** LCN and client must work together to complete any custom design in a timely matter. For this reason, all completion dates are offered as estimate only and are not guaranteed. If client does not provide all information and materials at the time of the agreement the completion date may be delayed at no fault to LCN.

25.01.03: **Fees:** 100% of all fees are due in advance before any customization work begins. All fees are non-refundable. Web site files may not be delivered until the final balance is paid. Any design that is not paid in full by client within 30 days of completion, with no contact or explanation for delinquency, becomes full property of LCN. At this time, LCN will give notice of intent to resell the design. If this notice is not disputed within 48 hours, the client forfeits any rights to the design and it will be made available for resell.

25.01.04: **Copyright and Trademarks:** The client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to LCN for inclusion in the web site are owned, or that the proper permissions were received by the client from the rightful owner to use these elements in the web site. The client further guarantees that LCN will be held harmless, be protected from, and be defended from any claim or suit arising from the use of such elements furnished by the client.

UPGRADE POLICY:

Unless otherwise specifically agreed upon, provision will be made to allow the licensee to upgrade as follows:

- Software or version upgrades are provided without any additional fees.

ACCEPTABLE USE POLICY (AUP)

The Licensee agrees to be bound by the Licensor's Acceptable Use Policy, insofar as the terms are not inconsistent with the specific provisions of the present agreement:

LCN Technologies reserves the right to change and update these policies as it deems necessary.

In order to avoid situations where LCN Technologies could be blocked by its service providers due to violations of their AUP, and because one Licensee's actions could result in blocking of all LCN Technologies traffic, LCN Technologies has adopted the following Acceptable Use Policy (or "AUP") for the protection of all Licensees using LCN Technologies's service.

LCN Technologies must retain the right to take whatever action is appropriate when it learns of activities that a Licensee may engage in over the internet, and which may cause the service providers which are used by LCN Technologies, to limit or restrict access to the internet.

As a result, LCN Technologies may take whatever action it considers, in its sole and absolute discretion, to be in the best interests of LCN Technologies in order to prevent or curtail activities, which, in the sole opinion of LCN Technologies, would place LCN Technologies at risk, and such action would be taken by LCN Technologies, with or without prior notice, to the Licensee that engages in such objectionable activities.

LCN Technologies has drawn upon what it considers to be generally accepted practices and standards of Internet Conduct that are commonly used over the internet for the benefit of all users.

ACCESS TO LCN Technologies'S SERVICE IS PROVIDED SUBJECT TO THE FOLLOWING:

Security

The client is responsible for all use of their account(s) and confidentiality of password(s) which are supplied to Licensee by Licensor. LCN Technologies will suspend or change access to your account(s) immediately upon notification by you that your password has been lost, stolen or otherwise compromised. LCN Technologies is not liable for any usage and or charges prior to making the necessary account alteration. Licensee acknowledges that no computer network can ever be considered completely safe from intrusion or attack.

Unacceptable Conduct

The following types of conduct are grounds for immediate suspension of service pending investigation by LCN Technologies and may result in termination of any and all accounts held by the individual, corporation, or website associated with these violations.

You will also be held responsible for the actions of your business relationships (Referrers, Associates, etc.) that impact LCN Technologies. Your cooperation is necessary to insure that those involved in these relationships comply with LCN Technologies's AUP and those of LCN Technologies's providers. If they violate any of the following policies, LCN Technologies expects you to make certain that they immediately cease the noncompliant action or that you discontinue your association with them.

Continuing violations by your business relationships may result in LCN Technologies at its discretion having to terminate payment to your business relationships or LCN Technologies's agreement with you.

1. Spamming or Harassment

Sending unsolicited email "SPAM" messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. It is strictly forbidden to send out unsolicited email from any other network that advertises, promotes or in any way points to a location inside LCN Technologies. In addition, LCN Technologies's customers, and customers of LCN Technologies customers or any downstream customers, are prohibited from sending and shall not allow their connection to LCN Technologies to be used for sending UBE/UCE. Mail senders are required to maintain records that verify, on a case by case basis, that explicit affirmative permission was obtained from recipients before mailing. Lack of such records can be considered, at LCN Technologies's sole discretion, proof that permission was not obtained. System and Network Security. DIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF AN LCN TECHNOLOGIES'S CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER.

2. Network Unfriendly or Illegal Activity

Attempts, whether successful or not, to gain access to any other system or users' private data without express consent of the user.

Attempts to interfere with the regular workings of LCN Technologies's systems or network connections or which adversely affect the ability of other people or systems to use LCN Technologies's services or the Internet.

Any unauthorized attempts by a user to gain access to any account not belonging to that user on this or any other of LCN Technologies's systems.

Any activity, which violates any local, Provincial, or Federal Law, as well as U.S., or international law or regulation.

3. Violation of LCN Technologies Policy

Failure to fulfill access or services sold to customer in either a trial transaction, regular transaction, or recurring transaction. The posting, display, or advertising of any image using a chat host or chat hosts under the age of 18 years anywhere on the site whether the chat hosts are clothed or unclothed. Marketing the site utilizing content including banned words such as: "Kids", "Lolita", "Pedo", "Peta", "Peto", "Pre-teen", "Teen", "School Girl", "Pedophile", "Underage", "Child" or any other words, images, or descriptions that would lead someone to believe that the chat hosts are less than 18 years of age is not permitted anywhere on venue including the URL and meta tags. The posting or display of any video, image or wording depicting or related to extreme violence, incest, snuff, scat or the elimination or consumption of any bodily waste either alone or on another person, mutilation, or rape anywhere on the site, including the URL and meta tags. The posting or display of any image or wording depicting or related to bestiality anywhere on the site. including the URL and meta tags.

Any attempt to display, sell, or transfer materials that violate or infringe any copyright, trademark, right of publicity, patent, statutory, common law or proprietary rights of others, or contain anything obscene, libelous or threatening.

Reproduction or transmission of any material in violation of any local, Provincial, or Federal Law, as well as U.S., or international law or regulation. is prohibited. LCN Technologies makes every attempt in such cases to work with both local and foreign law enforcement agencies to provide information about the providers and purchasers of such material. This includes the posting or display of any image or wording instructing users how to make or perform devices or situations that may violate any provincial, federal, or international law.

Websites must comply with the 18 U.S.C. 2257. Clients must determine their legal responsibility to and method of complying with 18 U.S.C. 2257 where required to do so.

MasterCard, Visa, JCB and Discover specifically prohibits the use of their registered marks including the word "MasterCard, Visa, JCB and Discover " and/or their logo on any site without their written permission.

Any attempt to mislead the consumer as to the site's content or actual initial or recurring pricing of the venue.

Licensee shall allow its clients (the end-user of the service) to contact Licensor for support. Failure of Licensee to provide timely support or Licensee's inability to provide support to end-users in an effective manner is a major concern to Licensor as it may lead to dissatisfaction with end-users, and Licensor shall provide support as required for the satisfactory operation of Licensee's website. Should Licensee fail to provide support which is not related to its ability to troubleshoot the end-user's support issue, then Licensor reserves the right to charge Licensee according to its hourly service rate of \$150.00 USD Per Hour.

4. LCN Technologies's Right to Cancel

In the event Licensee's account is suspended for unacceptable conduct or suspicion of fraud, all billing clients of Licensee may be cancelled and all monies held for a period of six months to one year. In addition, LCN Technologies reserves the right, where feasible, to implement technical mechanisms, which prevent the

occurrences listed above. Furthermore, LCN Technologies is under no obligation to notify client of its actions, however, LCN Technologies will notify Licensee where notification does not impede or compromise any ongoing investigation into the alleged unacceptable conduct or suspicion of fraud.

LCN Technologies may deactivate LCN Technologies Licensee accounts or sub accounts that have not processed any transactions within a 90-day period. Accounts are deactivated in order to minimize the unnecessary operational cost associated with maintaining them in the system.

5. Compliance with Rules of Other Networks:

Any access to other networks connected to LCN Technologies's Internet service must comply with the rules for that network as well as with LCN Technologies's rules.

Monitoring/Privacy: LCN Technologies reserves the right without your permission to monitor any and all communications through or with its facilities as well as all Licensee sites for compliance with this AUP and LCN Technologies's Terms and Conditions. Licensee agrees that LCN Technologies is not considered a secure communications medium for the purposes of the Electronic Communications Privacy Act, and that no expectation of privacy is afforded. It may become necessary for LCN Technologies's employees to examine system accounting logs and other records to determine if privacy violations or other network unfriendly activities have occurred.

Cooperation with Authorities: LCN Technologies reserves the right to cooperate with law enforcement and other authorities in investigating claims of illegal activity including, but not limited to, illegal transfer or availability of copyrighted material, trademarks, child pornography, postings or E-mail containing threats of violence or other illegal activity.

Confidentiality of Information: LCN Technologies will not release any Licensee, client or customer personal information, nor billing information, to any third party except upon presentation of a valid court order, or request to which LCN Technologies is legally required to respond to. Client agrees that LCN Technologies's judgment as to the validity of any court order, subpoena, or request shall be considered proper and final.

LCN Technologies's Right to Modify Acceptable Use Policy: LCN Technologies may modify the AUP on its website in any way, at any time. It is your responsibility to review the AUP on the website on a regular basis to ensure compliance with the latest version of this AUP. Your use of LCN Technologies's services after such changes have been posted shall constitute your acceptance of the modifications to these policies.

Other: While All Traffic, Media streams, chat conversations and purchases are monitored around the clock to prevent misuse, LCN Technologies accepts no responsibility for any illegal use or misuse of its services. At our own discretion, LCN Technologies may refuse access to any "chat" customer, as well as to any "performer" for any reason whatsoever. Control is maintained as best as possible to keep the chat experience a positive and fun one for all visitors to your website, and to keep the overall chat system as profitable for you as possible.

Revenue Share, or "Rev-Share":

Rev-Share is calculated daily on all gross retail and mbase sales to your website or models.

LCN Technologies reserves the right to obtain documentary evidence of the corporation and of the person(s) LCN Technologies does business with for compliance with fiscal laws.

Liability: Licensee hereby agrees to indemnify and hold Licensor harmless for injury or damages to persons or property, for any and all liability, loss, damages, cost, or expenses, including all attorney fees and costs, including the cost of experts, which are incurred to defend against claims or to enforce the terms of this agreement. In no event will Licensor or its suppliers be liable to Licensee or any party dealing with Licensee, for any damages, claims or costs whatsoever or any consequential, indirect, incidental damages, or any lost profits or lost savings, even if Licensor has been advised of the possibility of such loss, damages, claims or costs or for any claim by any third party. The foregoing limitations and exclusions apply to the extent permitted by law. Licensor warrants as stated here and after that the software and hosting operates as described and intended and for no other purpose. The client is responsible for all use of their account(s) and confidentiality of password(s) which are supplied to Licensee by Licensor. LCN Technologies will suspend or change access to your account(s) immediately upon notification by you that your password has been lost, stolen or otherwise compromised. LCN Technologies is not liable for any usage and or charges prior to making the necessary account alteration. Licensee acknowledges that no computer network can ever be considered completely safe from intrusion or attack. All fees under product selection shall be payable in advance, and the minimum term for the services provided shall be 90 days. All payments must be received by LCN Technologies without deduction or hold back before the site can be activated. Failure to maintain a solvent surety within the Province of Quebec shall permit the Licensor to limit some or suspend all services provided to the Licensee, in addition to any of the recourses provided under the Default provisions of the present agreement. Any amount that remains due to Licensor after due date shall bear interest at the rate of twenty-eight (28%) percent per annum. The present agreement shall automatically renew for an addition period of twelve (12) months at the end of its initial term, and thereafter, at the end of each renewal period, it shall automatically renew for another twelve (12) month term, provided that Licensee is not in default hereunder and has not received a notice of default from Licensor during the present term of the agreement which is currently then in force. Should Licensee decide not to renew this agreement, he shall notify Licensor in writing in accordance with the notification provisions of this agreement at least one (1) month prior to the expiration of the present agreement. In the event that the Licensee makes use of Licensor's billing sub-account facility, Licensee shall always maintain its domain name pointed to the domain name server (or "D.N.S.") as specifically designated by Licensor, and shall not switch or point its domain to any other domain name server unless Licensor has provided prior written authorization to do so; failure to respect this provision will cause Licensee to be liable for all damages caused by this default. Licensee shall be entitled to recover all losses or damages caused by any D.N.S. violation. In order to mitigate any damages that would occur from a D.N.S. violation, Licensor shall also be entitled to redirect all traffic from Licensee's domain to that of Licensor's choice, in addition to giving notice to Licensee's customers of the redirection in traffic, which will allow said customers to benefit from purchases made prior to a D.N.S. violation.

No Assignment or Transfer: Licensee shall not assign its license or any of the rights granted herein to any other person without obtaining the prior written consent of Licensor, which shall not be unreasonably withheld.

Licensee shall allow its clients (the end-user of the service) to contact Licensor for support. Failure of Licensee to provide timely support or Licensee's inability to provide support to end-users in an effective manner is a major concern to Licensor as it may lead to dissatisfaction with end-users, and Licensor shall provide support as required for the satisfactory operation of Licensee's website.

No warranty either expressed or implied: Licensor offers no express warranty to Licensee, other than to warrant that Licensor owns the rights (the copyright) in the LCN software, and that the software performs as represented in the description of services as currently described on www.2much.net, save and except that Licensor cannot and does not warrant that the content used with the software is compliant with all laws in force in every jurisdiction where the software may be used, since Licensor has no control over what jurisdictions Licensee will use its software. Licensee accepts that it is the sole party liable for any infringement of laws that may be applicable to the operation by Licensee of the LCN software, and Licensee further acknowledges that it is the duty of Licensee to inquire and determine with its independent legal counsel whether or not the software can be used in full compliance with all applicable laws and regulations. Licensor disclaims all implied warranties including any implied warranty of merchantability and any implied warranty of use for a particular purpose. to the extent permitted by Quebec and Canadian law.

Force Majeure: Licensor, whether as hosting service provider or as Licensor, shall not be liable for any losses which are beyond the direct control of Licensor, and in particular, the following list is indicative, but not limitative as to the type of situations which are beyond Licensor's control: Power outages; Malicious attacks over the internet, such as DoS. (denial of service) attacks, as well as any slowdown or shutdown of service related to internet security issues such as internet worms or viruses; Non-malicious slowdowns or shutdowns over the internet, or to Licensor's hosting servers, such as a temporary flood of internet traffic; Any other delays resulting from Acts of God, war, insurrection, strike, blackouts, or from any other situation which is beyond Licensor's control; Any delays or downtime resulting from

causes beyond the direct control of the licensor shall not be calculated in the determination of Licensor's obligation to provide continuous service. Credit for hosting services will be granted on a per-day basis after written notification of any interruption of service.

LCN Technologies's Right to Cancel: In the event Licensee's account is suspended for unacceptable conduct or suspicion of fraud, all billing clients of Licensee may be cancelled and all monies held for a period of six months to one year. In addition, LCN Technologies reserves the right, where feasible, in LCN Technologies's sole opinion, to implement technical mechanisms, which prevent the occurrences listed above. Furthermore, LCN Technologies is under no obligation to notify client of its actions, however, LCN Technologies will notify Licensee where notification does not impede or compromise any ongoing investigation into the alleged unacceptable conduct or suspicion of fraud. LCN Technologies may deactivate LCN Technologies Licensee accounts or sub accounts that have not processed any transactions within a 90-day period. Accounts are deactivated in order to minimize the unnecessary operational cost associated with maintaining them in the system.

Cooperation with Authorities: LCN Technologies reserves the right to cooperate with law enforcement and other authorities in investigating claims of illegal activity including, but not limited to, illegal transfer or availability of copyrighted material, trademarks, postings or E-mail containing threats of violence or other illegal activity.

Confidentiality of Information: LCN Technologies will not release any Licensee, client or customer personal information, nor billing information, to any third party except upon presentation of a valid court order, or request to which LCN Technologies is legally required to respond to. Client agrees that LCN Technologies's judgment as to the validity of any court order, subpoena, or request shall be considered proper and final.
