

DATA FEED LICENSE AGREEMENT (Page 1 of 5)

This Data Feed License Agreement (hereinafter referred to as the "Agreement"), is made effective on this _____ day of _____, 20____, by and between CNVCOM, LLC., its affiliates and assigns (hereby referred to as "COMPANY"), at 1350 E Flamingo Rd #792 Las Vegas NV 89119 and _____ a corporation/LLC /partnership/sole proprietorship with offices located at _____; (hereinafter referred to as "SUBSCRIBER").

RECITALS

WHEREAS COMPANY is a distributor of adult novelties (Novelty) and has enhanced a licensed data feed which offers certain sales and marketing information about each Novelty ("Data Feed");

WHEREAS SUBSCRIBER is an online retailer of Novelties and desires to license Company's Data Feed;

WHEREAS COMPANY AND SUBSCRIBER desire to enter into this Agreement, whereby Company licenses to Subscriber the Data Feed;

Now therefore, in consideration of the covenants and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows:

1. TERMS OF AGREEMENT

- a. COMPANY hereby grants to SUBSCRIBER a nonexclusive license to utilize the Data Feed and all its content on SUBSCRIBER'S retail website(s) set forth within the SUBSCRIBER application during the term of the Agreement ("Term").
- b. The initial Term shall be for a period of one (1) year commencing as of the date first set forth above.
- c. It is mutually agreed between the parties that the Data Feed will cover most of the Novelty products offered by Company and shall include the following, if available:
 - i. Product Title;
 - ii. Product Number;
 - iii. Product Manufacturer;
 - iv. MSRP;
 - v. Wholesale Price;
 - vi. Stock Status;
 - vii. Category;
 - viii. Description of each Novelty (where available);
 - ix. Item Image URL;
 - x. UPC
- d. Company shall make available the Data Feed to SUBSCRIBER as a CSV or XML feed in the format provided by Company. Company does not guarantee that the Data Feed will work with all computer programs and SUBSCRIBER has conducted its due diligence and confirmed the workability of the Data Feed with its computer system by executing this Agreement. SUBSCRIBER acknowledges that it has the required expertise in uploading and utilizing data feeds for their particular shopping cart.

- e. SUBSCRIBER acknowledges that it is not permitted to and will not utilize the Data Feed for any purpose other than as a data tool for selling CNV Products on its website(s) and SUBSCRIBER agrees by executing this Agreement that any and all orders, received on the Retail website(s) and its affiliates, as set forth on the Schedule 1, will be fulfilled through CNVCOM LLC website (sextoyclub.com). Any real or perceived violation of this paragraph will result in immediate termination of this agreement by COMPANY. INITIAL _____
- f. SUBSCRIBER acknowledges that COMPANY may change, deprecate, or republish the Data Feed, or any features of the Data Feed, at any time and from time to time.

2. TRADEMARKS, URLS AND COPYRIGHTS

It is understood and agreed that COMPANY and its suppliers shall retain all rights, power and authority to enter into and execute this Agreement and to perform all of its obligations hereunder.

3. REPRESENTATIONS AND WARRANTIES

COMPANY hereby warrants, represents and agrees that COMPANY has full complete rights, power and authority to enter into and execute this Agreement and to perform all of its obligations hereunder.

SUBSCRIBER hereby warrants and represents that it will use the Data Feed only in accordance with the terms of this Agreement. SUBSCRIBER will not rent, lease, sell distribute, mirror, imitate the design elements of, or create derivative works based upon the Data Feed, in whole or in part, other than displaying the Data Feed on SUBSCRIBER'S website(s).

SUBSCRIBER hereby warrants and represents that it will take all appropriate measures to prevent the viewing of the Data Feed by minors and expressly agrees to indemnify and defend COMPANY for any and all claims arising out of SUBSCRIBER'S use of the Data Feed.

SUBSCRIBER represents and warrants that it will not include on its application, display, or otherwise use Data Feed Content in connection with any spyware, malware, virus, worm, Trojan horse, or other malicious or harmful code, or any software application not expressly and knowingly authorized by users prior to being downloaded or installed on their computer or other electronic device.

4. CONTROL OF DATA FEEDS

- a. SUBSCRIBER will promptly remove from its marketing or otherwise destroy any Data Feed Content that is no longer available through the Data Feed or that when COMPANY notifies SUBSCRIBER that it is no longer available for its use.
- b. SUBSCRIBER will not, without our express prior written approval, sell, resell, redistribute, sublicense, or transfer any Data Feed Content; or any application that utilizes the Data Feed, or that incorporates or displays Data Feed Content. For example:

COMPANY reserves the right to change or remove the Data Feed or any part of the Data Feed or SUBSCRIBER may not use the Data Feed Content on or within any application, platform, site, or service (including social networking sites) that requires SUBSCRIBER to sublicense or otherwise give any rights in or to Product Advertising Content to any other person or entity. If SUBSCRIBER obtains our approval to sell, resell, redistribute, sublicense, or transfer a client application, that client application must comply with this Agreement. Company reserves the

right to amend other content and correct errors and omissions in any part of the Data Feed at any time, without notice and further, without any liability to anyone whatsoever, including SUBSCRIBER.

- c. SUBSCRIBER will be issued an Access Key that grants access to the Data Feeds. SUBSCRIBER must maintain adequate control of their assigned key and not let it become public information. If an Access Key has been compromised we reserve the right to block the Access Key from further downloads of our Data Feeds.

5. TERMINATION

COMPANY reserves the right to terminate this Agreement at any time for convenience. Upon termination and/or expiration of this Agreement, SUBSCRIBER shall not be permitted to use any part of the Data Feed or any information that was sent to SUBSCRIBER during any period of time in which they did or not subscribe to the data feed. Either SUBSCRIBER or COMPANY may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon any termination of this Agreement, any and all licenses SUBSCRIBER has with respect to the Data Feed automatically terminate and SUBSCRIBER will immediately stop using the Data Feed, and promptly remove from its application and delete or otherwise destroy all Data Feed content and any other materials provided or made available by or on behalf of COMPANY to SUBSCRIBER under this Agreement or otherwise in connection with the Data Feed. In addition, COMPANY may terminate or suspend SUBSCRIBER Data Feed by giving SUBSCRIBER written notice. Upon receipt of that notice, SUBSCRIBER will immediately stop using the Data Feed and promptly remove the Data Feed Content from its application(s), provided that (a) in the case of a suspension SUBSCRIBER may resume access to and use of the Data Feed upon notice from us; or (b) in the case of a termination SUBSCRIBER will promptly delete or otherwise destroy all Data Feed Content. Upon any termination of this Agreement, all rights and obligations of the parties will be extinguished, except that the rights and obligations of the parties under Sections 7, 8, 9, 12 and 13 will survive the termination of this License Agreement.

6. NOTICE

Any notice required to be given pursuant to this Agreement shall be in writing and communicated electronically through email or via RSS Announcement on the Sextoyclub.com homepage.

7. LEGAL COMPLIANCE

With respect to its use of the Data Feed, SUBSCRIBER will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over it, including laws (federal, state, or otherwise) that govern marketing of Adult Novelties in any form including website depictions, emails, posters, et. al (e.g., the CAN-SPAM Act of 2003).

8. JURISDICTION AND DISPUTES

The laws of the State of Delaware shall govern this Agreement. The parties hereto agree that this agreement shall be subject to the jurisdiction and venue in the state and federal courts of Delaware, and governed, interpreted and enforced under the laws of the State of Delaware. All disputes hereunder shall be resolved as follows:

We, the undersigned parties hereby:

- a. agree to submit all disputes to the binding arbitration, administered by the American Arbitration Association or any other mutually acceptable arbitration panel, in accordance with its or the other pane's commercial arbitration rules;
- b. Agree that the above controversy be submitted to one Arbitrator selected from the panels of arbitrators of the American Arbitration Association in Delaware;
- c. Agree to faithfully observe this agreement and Rules and abide by the perform any award rendered by the arbitrator(s) and that judgment of the court having jurisdiction may be enter upon the award;
- d. agree that the award may be reviewed by the courts of the appropriate jurisdiction if the arbitrator, in the opinion of any party hereto, has failed to observe rules and laws of the venue, and;
- e. the parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

Should either party institute any action or proceeding to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this Agreement or any provision hereof, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

9. AGREEMENT BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

10. WAIVER

No waiver by either party of any default shall act as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

11. SEVERABILITY

If a court of competent jurisdiction hereof holds any provision of this Agreement invalid or unenforceable, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

12. ASSIGNABILITY

SUBSCRIBER shall not have any rights whatsoever to assign its rights under this Agreement. COMPANY shall be permitted to assign its rights contained herein without the consent of SUBSCRIBER.

13. DISCLAIMER

COMPANY explicitly disclaims responsibility for the accuracy, suitability and/or validity of the Data Feed. SUBSCRIBER hereby expressly acknowledges that the content of the data Feed is adult material and not

suitable for viewing by minors and shall be safeguarded accordingly. Furthermore, SUBSCRIBER agrees and acknowledges that certain images displayed on the packaging, which are part of the Data Feed are not permissible in all jurisdictions in the United States. It is SUBSCRIBER'S responsibility to ascertain which jurisdictions do not permit certain items within the Data Feed and act accordingly. **Additionally, Company makes no warranty of the validity of the data or that its format is compatible with 3rd party applications or marketplaces.**

14. INTEGRATION

This Agreement constitutes the entire understanding the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and must include a specific reference to this Agreement. This Agreement shall take precedence over any other Agreement. It shall not be modified or amended except in writing signed by the parties hereto and must include a specific reference to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

IN WITNESS WHEREBY, the parties hereto, intended to be legal bound hereby, have each voluntarily executed this Agreement as of the day indicated below.

SUBSCRIBER

Company

Signature

Date

Print

Title

COMPANY

CNVCOM LLC

Company Name

Signature

Date

Ann Houlihan

Print

CEO

Title