

This is Service Terms and Conditions Document Version Number 7.4.

1. VARIOUS SERVICES. Sections 1 through 31 apply to any and all ARCH 3D services that you purchase. The terms and conditions set forth in the Schedules of main Agreement apply only to customers who have purchased the ARCH 3D services referenced in those Schedules. In the event of any inconsistency between the terms of Sections 1 through 30 and the terms of the main Agreement Schedules, the terms of the Agreement Schedules shall control with regard to the applicable ARCH 3D service. **IMPORTANT NOTICE CONCERNING BUNDLED SERVICES:** If you purchase ARCH 3D services that are sold together as a "bundled" package (e.g., you select a Web Site package that includes Photo-realistic Renderings, as opposed to your purchasing such services separately), termination of any part of the services will result in termination of all ARCH 3D services provided as part of the bundled package. You acknowledge and agree that some or all of the services you purchase or receive from us may be provided by one or more vendors, contractors or affiliates selected by ARCH 3D in its sole discretion.

2. FEES, PAYMENT AND TERM OF SERVICE. As consideration for the services you purchased, you agree to pay ARCH 3D the applicable service(s) fees set forth in the main Agreement, or, if applicable, upon receipt of your invoice from ARCH 3D. All fees are due immediately and are non-refundable, except as otherwise expressly noted in one or more of the Schedules to this Agreement. All payments of fees for ARCH 3D services shall be made in U.S. dollars. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less.

3. ACCURATE INFORMATION. You agree to: (1) provide certain true, current, complete and accurate information about you as required by the application process; and (2) maintain and update according to our modification procedures the information you provided to us when purchasing our services as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our services. You agree that ARCH 3D (itself or through its third party service providers) is authorized, but not obligated, to use Coding Accuracy Support System (CASS) certified software and/or the National Change of Address program (and/or such other systems or programs as may be recognized by the United States Postal Service or other international postal authority for updating and/or standardizing address information) to change any address information associated with your account (e.g., billing contact address, etc.), and you agree that ARCH 3D may use and rely upon any such changed address information for all purposes in connection with your account (including the sending of invoices and other important account information) as though such changes had been made directly by you.

4. PRIVACY. Our privacy statement, (a) for Web sites and/or value added services purchased through <http://www.arch3D.com> is located on our Web site at <http://www.arch3D.com/PrivacyPolicy.pdf> and is incorporated herein by reference. The applicable privacy statement sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We will post such revised statement on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us except as otherwise expressly provided in one or more of the Schedules attached hereto. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information.

5. OUR AUTHORSHIP AND OWNERSHIP RIGHTS.

5.1. Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the ARCH 3D services identified herein ("ARCH 3D Intellectual Property Rights") are owned by ARCH 3D or its licensors, and you agree to make no claim of interest in or ownership of any such ARCH 3D Intellectual Property Rights. You acknowledge that no title to the ARCH 3D Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the ARCH 3D or its licensors' service, other than the rights expressly granted in this Agreement. To the extent that you create any Derivative Work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such Derivative Work shall be owned by ARCH 3D and all right, title and interest in and to each such Derivative Work shall automatically vest in ARCH 3D. ARCH 3D shall have no obligation to grant you any right in any such Derivative Work.

5.2. **COMPILED & NON-COMPILED FILES RIGHTS.** Upon completion of a 3D visualization project, you will receive final results based on delivery options requested in the agreement. If the 3D Animation or other result of our visualization service is a logo or a product that you own a copyright or patent to, then ARCH 3D will still retain and own all source models and original files. We own the copyrights of all "generic" (from our library) or custom (specifically created for the project) 3D models of objects that we create or use during the production process of your copyrighted logo or patented product animation. Digital files will be provided as compiled files only.

5.3. **AUTHOR'S CREDITS.** The client shall ensure that proper recognition accompany any reproduction of the artwork prepared by ARCH 3D. The client acknowledges that proper recognition is a term essential to this agreement and requires the following credit line below the published artwork: Rendering by ARCH3D.com. Animations & Virtual tours will contain our logo. The client shall not place his/her signature/logo on our artwork itself or directly pretend in writing that this artwork was created by the client, however Client can have its name in the title block, obviously. Our signature/logo may not be

removed from any original artwork by client or any third party, however, if Client is an architecture firm you are qualify to obtain a copy of our final artwork without our logo on the picture itself in situations below*. To quality for logo exclusion, please let us know and then section 8. may apply.

6. YOUR AUTHORSHIP AND OWNERSHIP RIGHTS RELATED TO INPUT SOURCE MATERIALS AND EXPRESSED DESIGN IDEAS.

6.1. ARCH 3D acts as professional translator of 2-D/3-D drawings and other input data into photorealistic 3-D digital renderings. ARCH 3D is in business of creative architectural visualization for various stages of design, permitting and marketing, and thus holds all Authorship rights on architectural visualizations Provided in regards to this project.

6.2. EXCLUSIVE MARKETING USAGE LICENSE. The client is granted a license to use the product of visualization process (artwork files) from this agreement for design presentation and media release, submission to consent authorities, marketing brochures, reproduction in company profiles and reports, all kinds of other printed marketing materials, websites, multimedia presentations on CD/DVD or other storage mediums. Additional usage is conditional on the consent of ARCH 3D and where used to generate any commercial product such usage may incur further charge.

6.3. Customer exclusively holds all original design rights and ownership rights on any input materials/components ownership rights as well as any possible patents rights, including but not limited to furniture designs, architectural elements/details/components.

7. EXCLUSIVITY. MASS PRODUCTION & PUBLISHING. By default none of the work of this agreement may be used as part of any contract of sale of the product containing our artwork on it. The client may be granted the exclusivity rights only by special arrangement with ARCH 3D. Exclusivity rights do not apply to most of the situations and usually required for mass production, exclusive book publishing, etc. needs such as t-shirt mass production, a book about architecture illustration, mass production of calendars with our artworks on it, and other situations of this kind. Otherwise you ok to use the artwork for any of your marketing initiatives. Our fees for transfer of exclusivity rights to client may vary based on type of potential usage and other parameters. Cancellation of an exclusive arrangement will incur a full fee deemed compensation for opportunity cost.

8. LOGO EXCLUSION: In some cases (like reselling our services or subcontracting, or Client feels that our signature is not appropriate to be present on final artwork due to special circumstances such as important presentations for instance, or exclusive rights license, see EXCLUSIVITY paragraph) when it's really crucial for the purpose of client's interest or our mutual prospective business interest, Client may elect not to have our logo and signature line being present on final artwork. In no event, unless due to agreement with dealer/reseller, or existing client such as architecture firm, our signature shall be removed from or modified on progress results by Client or any third party prior to delivery, since project still in production.

9. EXCLUSIVE REMEDY; TIME LIMITATION ON FILING ANY CLAIM. YOU AGREE THAT OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY ARCH 3D SERVICE(S) PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR SUCH SERVICE(S) DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL ARCH 3D BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF ARCH 3D HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN ARCH 3D 'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. ARCH 3D disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of god; (4) loss or liability resulting from the unauthorized use or misuse of your account number, password or security authentication option; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this agreement; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of your web site or your ARCH 3D web site; (8) loss or liability from your inability to use our e-mail service, web site manager service or any component of the subscription service (for websites from ARCH3D); (9) loss or liability as a result of the application of our dispute policy; or (10) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in xml, xkms, or any other standard not under ARCH 3D sole control. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED.

10. DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF OUR SERVICE(S) IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL OF SUCH SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. WE AND OUR LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ARCH 3D DOES NOT MAKE ANY WARRANTY THAT SERVICE(S) LICENSED HEREUNDER WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; WE DO NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. WE ARE NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY.

11. INDEMNITY. You agree to release, indemnify, defend and hold harmless ARCH 3D and any of our (or their) contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and

expenses, relating to or arising out of (a) this Agreement or the breach of your warranties, representations and obligations under this Agreement, (b) the ARCH 3D services or your use of such services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of our operating rules or policies relating to the service(s) provided, (e) any information or data you supplied to ARCH 3D, including, without limitation, any misrepresentation in your application, if applicable, (f) the inclusion of meta-tags or other elements in any website created for you or by you via the ARCH 3D services, or (g) any information, material, or services available on your licensed ARCH 3D Web Site . When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement. We shall have the right to participate in any defense by you of a third-party claim related to your use of any of the ARCH 3D services, with counsel of our choice at our own expense. We shall reasonably cooperate in the defense at your request and expense. You shall have sole responsibility to defend us against any claim, but you must receive our prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

12. TERMINATION AND REFUND POLICY.

- a. By You. If you do not see first draft from ARCH 3D after (7) business days you may request full refund of your retainer on the 8TH business day.
- b. By Us. We may terminate this Agreement or any part of the ARCH 3D services at any time in the event you breach any obligation hereunder, fail to respond within ten (30) calendar days to an inquiry from us concerning the accuracy or completeness of the information referred to in Section 3 of this Agreement, if we determine in our sole discretion that you have violated the ARCH 3D Acceptable Use Policy or upon thirty (30) days prior written notice if we terminate or significantly alter a product or service offering.
- c. Effect of Termination. After 8 days period, if a cancellation/termination by Client prior to delivery date happens, the satisfaction guarantee does not apply and delivery method automatically transforms into delivery in a form of up-to-date results made already available on the project webpage created for the Client, even if they are not fully complete. In other words, by terminating a particular project Client agrees to accept all the results available at this time on the webpage for Client's project and the project as fully complete. This is since preliminary results can easily be used for reaching client goals and/or as design study. Any preliminary results are digital artworks by themselves and since they made available to Client as powerful tool to make revisions, design study, and to keep feedback with us, it's impossible for ARCH 3D to monitor in what ways Client does use available results and at what stage they more or less have helped to achieve Client's goals. If you not fully happy with progress results you may request extra revision(s), however number of revisions has to be reasonable and you should prepare your revision carefully and submit them all at once and not as individual small comments, and preferably in writing. To qualify for extra revisions Client has to perform under this agreement. Note: Some of the timeframes listed here obviously will not apply to some of the rush turnaround projects when specific delivery date requested. In such cases Client may indicate when exactly the first draft has to be available.
- d. Timely Responses. Customer has to supply ARCH 3D within no more then (30) calendar days with clear comments in writing regarding what kind of updates supposed to be addressed with respect to the scope of work both parties had agreed upon and specific stage of working process. Exceptions as far as waiting time extensions can be made only to existing clients and at ARCH 3D sole discretion.

When project reaches Complete status and Client has approved and accepted the final results at screen resolution we will deliver to you final results by making file in large size available for download on client's project webpage. If Client terminates the project either by letting us know about the termination, or not responding to our requests to make next revision and provide comments, if we do not hear from client for more then (30) calendar days, then project loses good-standing status and automatically considered fully complete, unless Client provides sufficient proof of being unable to get in touch regarding further comments on this project. No high resolution and/or large size files or printouts will be produced or required to be produced and delivered in case of non-performing under this agreement by Client.

- e. Effect of Termination of Bundled Services. In addition to the terms set forth in subsection 1, 12(c) above, if you purchase ARCH 3D services which are sold together as part of a "bundled" package of services, any termination relating to such bundle will terminate all ARCH 3D included in such bundle. Upon the effective date of termination, ARCH 3D will no longer provide the bundled services to you, any licenses granted you shall immediately terminate, and you shall cease using such services immediately; provided, however, that we may, in our sole discretion and subject to your agreeing to be bound by the applicable agreement(s) and to pay the applicable fees, allow you to convert certain services included in the bundled services to stand alone services.

13. REPRESENTATIONS AND WARRANTIES. You agree and warrant that: (i) neither your registration nor use of the any of the ARCH 3D services nor the manner in which you intend to use such ARCH 3D services will directly or indirectly infringe the legal rights of a third party, (ii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, (iii) you have selected the necessary security option(s) for your domain name registration record, (iv) you are of legal age to enter into this Agreement (or you are at least 13 years of age and have your parents' permission to apply for services hereunder); and (vi) you agree to comply with all applicable laws and regulations.

14. MODIFICATIONS TO AGREEMENT. Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective 30 days after posting of the revised Agreement or change to the service(s) on ARCH 3D Web sites, or upon notification to you by e-mail or United States mail. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, except as expressly noted otherwise in one or more of the Schedules to this Agreement, but you will not incur any additional fees. By continuing to use ARCH 3D services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of ARCH 3D is authorized to alter or amend the terms and conditions of this Agreement.

15. ACCOUNT ACCESS. To access or use the ARCH 3D services or to modify your account, you may be required to establish an account and obtain a login name, account number, password and/or passphrase. You authorize us to process any and all account transactions initiated through the use of your password and/or passphrase. You are solely responsible for maintaining the confidentiality of your password and passphrase. You must immediately

notify us of any unauthorized use of your password or passphrase, and you are responsible for any unauthorized activities, charges and/or liabilities made through your password or passphrase. In no event will we be liable for the unauthorized use or misuse of your login name, account number, password or passphrase. You agree that we may log off any account that is inactive for an extended period of time.

16. AGENTS. You agree that, if your agent, (e.g., your Primary Contact or Account Administrative Contact, Internet Service Provider, employee) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein. Your continued use of our services ratifies any unauthorized actions of your agent. By using your login name, account number or password, or otherwise purporting to act on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement, that he or she has apprised you of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on your behalf. In addition, you are responsible for any errors made by your agent.

17. RESERVED

18. RIGHT OF REFUSAL. We, in our sole discretion, reserve the right to refuse to issue you a marketing use license, or register you for other ARCH 3D service(s) within the first thirty (30) calendar days from receipt of your payment for such services. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register you for other ARCH 3D service(s).

19. NOTICES AND ANNOUNCEMENTS. (a) Except as expressly provided otherwise herein, all notices to ARCH 3D shall be in writing and delivered via overnight courier or certified mail, return receipt requested to ARCH 3D, Attention: Legal Department, 650 4th Avenue, Brooklyn, NY 11232. All notices to you shall be delivered to your mailing address or e-mail address as provided in your account information (as updated by you pursuant to this Agreement). (b) You authorize us to contact you as our customer via telephone, at the number provided by you in your account information (as updated by you pursuant to this Agreement), which telephone number is incorporated herein by reference, e-mail or postal mail regarding information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails, telephone solicitations and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters.

20. SEVERABILITY. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

21. ENTIRE AGREEMENT. You agree that this Agreement, the rules and policies incorporated by reference in this Agreement (including, without limitation, the dispute policy and the privacy statement) are the entire, complete and exclusive agreement between you and us regarding our services and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement, including, without limitation, any purchase order provided by you for the services.

22. ASSIGNMENT AND RESALE. Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option. You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes any of the services (or portion thereof) without ARCH 3D prior express written consent.

23. GOVERNING LAW.

a. You and ARCH 3D agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of the State of New York or State of Nevada, United States of America, excluding its conflict of laws rules. You and we each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Kings County or New York county Division for any disputes between you and ARCH 3D under, arising out of, or related in any way to this Agreement (whether or not such disputes also involve other parties in addition to you and ARCH 3D).

b. Reserved.

c. The parties hereby waive any right to jury trial with respect to any action brought in connection with this Agreement.

d. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

24. AGREEMENT TO BE BOUND. By applying for a ARCH 3D service(s) through our online application process or otherwise, or by using the service(s) provided by ARCH 3D under main Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and documents incorporated by reference.

25. INDEPENDENT PARTIES. Neither party nor their employees, consultants, contractors or agents are agents, employees or joint ventures of the other party, and they do not have any authority to bind the other party by contract or otherwise to any obligation. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

26. WAIVER. No waiver of any provision of main Agreement shall be effective unless it is in writing and signed by an authorized representative of ARCH 3D. The remedies of ARCH 3D under this Agreement shall be cumulative and not alternative, and the election of one remedy for a breach shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any prior or subsequent breach.

27. EXPORT RESTRICTIONS. You acknowledge and agree that you shall not import, export, or re-export directly or indirectly, any commodity, including your products incorporating or using any ARCH 3D services in violation of the laws and regulations of any applicable jurisdiction.

28. U.S. Government Users. Reserved.

29. FORCE MAJEURE. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, ARCH 3D may immediately terminate main Agreement.

30. HEADINGS. The section headings appearing in this Document are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

31. SURVIVAL. In the event this Document terminates as provided herein, Sections 1, 2, 3, 6, 7, 8, 9, 10(c), 10(d), 14, and 17 through 29 of this Document and main agreement shall survive such expiration or termination.

SERVICE SPECIFIC TERMS: The following terms apply in addition to Sections 1 through 30 only if you have purchased the particular service described.