

1

TERMS OF SERVICE, DISCLAIMER, USE, INDEMNIFICATION AND RELEASE

NOTICE TO USERS:

WELCOME TO INNOVA DESIGNER, AN APPLICATION OF ABM INTERNATIONAL, INC. ("ABM"), AN ILLINOIS CORPORATION. BY REGISTERING WITH, ACCESSING, OR USING INNOVA DESIGNER, YOU ARE AGREEING TO CONDUCT YOURSELF ACCORDING TO THE FOLLOWER TERMS OF SERVICE ("TOS"). ABM MAY MODIFY OR UPDATE THE TOS FROM TIME TO TIME WITHOUT PRIOR NOTICE. ABM MAY ALSO MODIFY, ADD TO, DELETE, AND/OR DISCONTINUE ANY OR ALL PARTS OF INNOVA DESIGNER WITHOUT PRIOR NOTICE. YOUR CONTINUED USE OF INNOVA DESIGNER FOLLOWING ANY MODIFICATION OR UPDATE TO INNOVA DESIGNER OR THE TOS MEANS YOU ACCEPT ANY CHANGES MADE. IF YOU DO NOT AGREE TO THE TOS, PLEASE DO NOT USE INNOVA DESIGNER.

A. DISCLAIMER; LIMITATION OF LIABILITY

1. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INNOVA DESIGNER IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTIES, CONDITIONS, REPRESENTATIONS, GUARANTIES OR TERMS, EXPRESSED, IMPLIED OR STATUTORILY DERIVED, THAT INNOVA DESIGNER IS FREE OF ERROR, OR IS CONSISTENT WITH ANY PARTICULAR STANDARD OF MERCHANTABILITY, UNINTERRUPTED USE, SATISFACTORY QUALITY, QUIET ENJOYMENT, NONINFRINGEMENT OF THIRD PARTY RIGHTS, WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, OR THAT INNOVA DESIGNER WILL MEET YOUR REQUIREMENTS FOR ANY PARTICULAR APPLICATION. ABM DOES NOT WARRANT THAT INNOVA DESIGNER WILL INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER SOFTWARE, OR DEVICE OR BE ERROR-FREE. ABM DOES NOT WARRANT THAT ANY SERVICE PROVIDED BY OR THROUGH INNOVA DESIGNER WILL CONTINUE TO BE MADE AVAILABLE OR THAT DEFECTS IN INNOVA DESIGNER WILL BE CORRECTED. INSTALLATION OF INNOVA DESIGNER MAY AFFECT THE USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS, MACHINERY, EQUIPMENT OR SERVICES. INNOVA DESIGNER SHOULD NOT BE RELIED ON FOR SOLVING A PROBLEM WHOSE INCORRECT SOLUTION COULD RESULT IN INJURY OR DEATH TO A PERSON OR LOSS OF PROPERTY. IF YOU DO USE INNOVA DESIGNER IN SUCH A MANNER, IT IS AT YOUR OWN RISK. NO ORAL OR WRITTEN ADVICE PROVIDED BY ABM OR ANY AUTHORIZED REPRESENTATIVE OF ABM SHALL CREATE A WARRANTY.

2. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER INNOVA DESIGNER USERS. YOU UNDERSTAND THAT ABM CURRENTLY DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON

ITS USERS. ABM ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ITS USERS OR ATTEMPT TO VERIFY ACCURACY OR RELIABILITY OF ANY STATEMENTS OF OR CONTENT SUBMITTED, UPLOADED, DISPLAYED, PUBLISHED OR TRANSMITTED BY ITS USERS. ABM MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF ITS USERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USER OR ANY CONTENT WHICH ITS USERS SUBMIT, UPLOAD, PUBLISH, DISPLAY OR TRANSMIT WHILE USING INNOVA DESIGNER. ABM RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES), AT ANY TIME AND USING AVAILABLE PUBLIC RECORDS, AND BY REGISTERING TO USE AND/OR USING INNOVA DESIGNER YOU HEREBY AUTHORIZE SUCH BACKGROUND CHECKS OR OTHER SCREENINGS.

3. YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL ABM (OR ITS AFFILIATES, SUBSIDIARIES, DIVISIONS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUPPLIERS, PARTNERS, ATTORNEYS AND SUCCESSORS AND ASSIGNS) BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, EXEMPLARY, COMPENSATORY, CONSEQUENTIAL, PUNITIVE, RELIANCE AND/OR INCIDENTAL, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES (REGARDLESS OF HOW SUCH DAMAGES ARE CHARACTERIZED) ARISING OUT OF OR RELATING TO: (A.) YOUR USE OF OR INABILITY TO USE INNOVA DESIGNER GENERALLY; (B.) THE USE, DISCLOSURE, DISPLAY, OR MAINTENANCE OF YOUR LOCATION INFORMATION; (C.) THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF INNOVA DESIGNER, INCLUDING WITHOUT LIMITATION, BODILY INJURY, DEATH, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS BETWEEN YOU AND OTHER USERS OF INNOVA DESIGNER OR ATTENDANCE OF AN EVENT OR PERSONS YOU MEET BY USING INNOVA DESIGNER, EVEN IF ABM OR AN ABM AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH OTHER USERS OF INNOVA DESIGNER, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON. YOU AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH HEREIN WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

[THERE IS NO LOCATION FEATURE IN INNOVA DESIGNER]

0/0/0000 0:00 AM

Error! Unknown document property name.

3872673_2

5. ABM RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO MONITOR ITS USERS USE OF INNOVA DESIGNER, INCLUDING REGISTRATION ATTEMPTS, A USERS USE OF OR ACCESS TO THE LOCATION INFORMATION OR PROFILES OF OTHER USERS, DISAGREEMENTS BETWEEN USERS, THE CONTENT THAT IS SUBMITTED, UPLOADED, DISPLAYED, PUBLISHED OR TRANSMITTED FOR ANY PURPOSE WHILE USING INNOVA DESIGNER. IF AT ANY TIME ABM CHOOSES IN ITS SOLE DISCRETION, TO MONITOR ITS USERS CONTENT, ABM, NEVERTHELESS DOES NOT ASSUME ANY RESPONSIBILITY FOR THE CONTENT SUBMITTED, UPLOADED, DISPLAYED, PUBLISHED OR TRANSMITTED BY ANY USER, AND ASSUMES NO OBLIGATION TO REMOVE OR MODIFY ANY SUCH CONTENT AND NO RESPONSIBILITY FOR THE CONDUCT OF THE USER. FURTHER, ABM DOES NOT ENDORSE AND HAS NO CONTROL OVER THE CONTENT ITS USERS SUBMIT, UPLOAD, DISPLAY, PUBLISH OR TRANSMIT AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONTENT AND/OR ITS ACCURACY AND/OR RELIABILITY. NOTWITHSTANDING THE ABOVE, ABM RESERVES THE RIGHT, BUT HAS NO OBLIGATION TO, EDIT, RESTRICT OR REMOVE ANY CONTENT SUBMITTED, UPLOADED, DISPLAYED, PUBLISHED OR TRANSMITTED BY ANY USER. PLEASE NOTE THAT ABM RESERVES THE RIGHT TO REFUSE ACCESS TO ANY USER OF INNOVA DESIGNER OR TO TERMINATE ANY USER'S INNOVA DESIGNER ACCOUNT WITHOUT NOTICE. ABM HAS THE RIGHT, BUT NO OBLIGATION, TO INVESTIGATE VIOLATIONS OF THESE TERMS OR USERS CONDUCT THAT AFFECTS THE SERVICES PROVIDED BY OR RELATED TO INNOVA DESIGNER. ABM MAY, BUT IS NOT OBLIGATED TO UNLESS REQUIRED BY APPLICABLE LAW, CONSULT WITH AND COOPERATE WITH LAW ENFORCEMENT AUTHORITIES TO PROSECUTE USERS WHO VIOLATE THE LAW.

6. INNOVA DESIGNER AND/OR INNOVA DESIGNER'S RELATED SERVICES MAY INCLUDE LINKS TO OTHER WEBSITES OR APPLICATIONS (EACH, A "THIRD PARTY SITE"). ABM DOES NOT CONTROL OR ENDORSE ANY THIRD PARTY SITE OR THE INFORMATION, MATERIAL, PRODUCTS, OR SERVICES CONTAINED ON OR ACCESSIBLE THROUGH SUCH THIRD PARTY SITES. YOU AGREE THAT ABM IS NOT RESPONSIBLE FOR THE AVAILABILITY, CONTENTS OF SUCH THIRD PARTY SITES OR FOR YOUR USE OF SUCH THIRD PARTY SITES OR ANY DAMAGES INCURRED THROUGH YOUR USE OF SUCH THIRD PARTY SITES. YOUR USE OF OR YOUR DOWNLOAD OF OR FROM A THIRD PARTY SITE IS AT YOUR OWN RISK. THIRD PARTY SITES MAY BE SUBJECT TO SUCH ADDITIONAL TERMS AND CONDITIONS THAT THE THIRD PARTY SITES MAY IMPOSE.

7. IN NO EVENT SHALL THE TOTAL LIABILITY TO YOU BY ABM (OR ITS AFFILIATES, SUBSIDIARIES, DIVISIONS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUPPLIERS, PARTNERS, ATTORNEYS AND SUCCESSORS AND ASSIGNS) FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RLEATING TO THE TERMS SET

0/0/0000 0:00 AM

Error! Unknown document property name.

FORTH HEREIN OR YOUR USE OF INNOVA DESIGNER (WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE) EXCEED THE AMOUNTS PAID BY YOU TO USE AND ACCESS INNOVA DESIGNER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF YOUR CLAIM OR CAUSE OF ACTION OR FIFTY AND 00/100 DOLLARS (\$50.00) WHICHEVER IS GREATER.

8. THE APPLICABLE LAW IN YOUR STATE MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, YOU AGREE THAT ABM'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR STATE.

9. YOU ACKNOWLEDGE AND AGREE THAT ABM HAS OFFERED INNOVA DESIGNER, SET ITS PRICES, AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH ABOVE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND ABM, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREINABOVE FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND ABM. ABM WOULD NOT BE ABLE TO PROVIDE INNOVA DESIGNER TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS AND DISCLAIMERS.

B. CODE OF CONDUCT; PROHIBITED ACTIVITIES

In using INNOVA DESIGNER, you must behave in a civil and respectful manner at all times. Further you acknowledge and agree that you will not:

1. Harass or stalk any other user of INNOVA DESIGNER;
2. Harm or exploit any other user of INNOVA DESIGNER;
3. Act in a deceptive manner by, among other things, impersonating any other user of INNOVA DESIGNER;
4. Use any information provided by another user of INNOVA DESIGNER in a manner for which it was not intended;
5. Express or imply that any statements you make are endorsed by ABM without ABM's specific prior written consent;
6. Distribute spam, and will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of INNOVA DESIGNER or its contents;

0/0/0000 0:00 AM

Error! Unknown document property name.

7. Upload, post, email, transmit, distribute, reproduce or otherwise make available any information or content that infringes any patent, trademark,

trade secret, copyright, or other proprietary rights of any party without obtaining the prior consent of the owner of such proprietary rights;

8. Interfere with or disrupt the services of the site or the servers or networks related to INNOVA DESIGNER including, but not limited to, INNOVA DESIGNER's security features;

9. Knowingly post e-mail or otherwise transmit any material that contains software viruses or computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment of ABM;

10. Use INNOVA DESIGNER for any commercial or non-private use, or any use incompatible with its intended purpose of personal, non-commercial use only; and

11. Access or attempt to access the INNOVA DESIGNER account of any other user.

C. CONTENT RESTRICTIONS

You are solely responsible for the content that you submit, upload, publish, transmit or display on INNOVA DESIGNER, INNOVA DESIGNER's related services, or to other users of INNOVA DESIGNER. You will not submit, upload, publish, transmit or display on INNOVA DESIGNER, INNOVA DESIGNER's related services, or to other users of INNOVA DESIGNER any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or il material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will not provide inaccurate, misleading or false information to ABM or to any other user of INNOVA DESIGNER. If information provided to ABM or another user of INNOVA DESIGNER subsequently becomes inaccurate, misleading or false, you will promptly notify ABM of such change. The following is a partial list of content you may not submit, upload, publish, display or transmit:

1. Content that a reasonable person could deem offensive, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;

2. Content that harasses or advocates harassment of another person;

3. Content that a reasonable person could deem promotes information that is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

4. Content that provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under the age of 18;

5. Content that contains sexually explicit material;

0/0/0000 0:00 AM

Error! Unknown document property name.

3872673_2

6

6. Content that provides instructional information about illegal activities such as making for buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

7. Content that involves the transmission of "junk mail", "chain letters", or

unsolicited mass mailing or "spamming";

8. Content that promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copyprotected devices, or providing pirated images, audio or video, or links to pirated images, audio or video files;

9. Content that solicits passwords or personal identifying information for commercial or unlawful purposes from other users of INNOVA DESIGNER;

10. Content that engages in commercial activities and/or sales without ABM's prior written consent such as contests, sweepstakes, bartering, advertising, and/or pyramid schemes; and

11. Content that infringes upon any third party's intellectual property rights (e.g. copyrights, trademark rights, privacy rights, etc.).

Your use of INNOVA DESIGNER, including but not limited to the content you submit, upload, publish, display and/or transmit, must be in accordance with any and all local, state, federal and international laws and regulations.

D. REPRESENTATIONS AND WARRANTIES

By requesting to use, registering to use, and/or using INNOVA DESIGNER you represent, warrant, acknowledge and agree as follows:

1. For any piece of content that you submit, upload, publish, display and/or transmit using INNOVA DESIGNER you have the right to submit, upload, publish, display and/or transmit such content;
2. The content does not infringe upon any third party's rights, including intellectual property rights and/or privacy rights;
3. The content complies with all applicable laws;
4. All registration information you submit when creating an account to use INNOVA DESIGNER is truthful and accurate;
5. All such registration information will be kept accurate and up to date;
6. You will notify ABM immediately of any unauthorized use, or suspected unauthorized use of your INNOVA DESIGNER account or any other breach or suspected breach of security relative to INNOVA DESIGNER;
7. You are responsible for maintaining the confidentiality of your INNOVA DESIGNER account information and for the security of your mobile device, and are fully responsible for all activities that occur under your INNOVA DESIGNER account;
8. You are solely responsible for your involvement with other users of INNOVA DESIGNER, and you agree that ABM will not be responsible

0/0/0000 0:00 AM

Error! Unknown document property name.

3872673_2

7

for any loss or damage to your person or property suffered as a result of such involvement;

9. You have never been convicted of a felony and/or are not required to register as a sex offender with any government (local, state, federal or international) entity; and

10. You agree to pay all fees and charges incurred in connection with your use of INNOVA DESIGNER including any in-app purchases, if available, and any applicable taxes related thereto, at the rates in effect when the charges are incurred.

E. RIGHT TO USE YOUR CONTENT

ABM does not claim any ownership to any of the content you submit, upload, publish, display and/or transmit while using INNOVA DESIGNER. However, you grant ABM a perpetual, worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, translate, adapt, publicly perform or publicly display any of the content you submit, upload, publish, display and/or transmit while using INNOVA DESIGNER. You also grant other users of INNOVA DESIGNER the right to access any of the content you submit, upload, publish, display and/or transmit while using INNOVA DESIGNER. You acknowledge and agree that ABM may publicly display any such content next to advertisements and other information. You acknowledge and agree that you are not entitled to any compensation for such advertisements, and that the manner, mode and extent of such advertisements or other information are subject to change without notice to you.

E. MODIFICATION

ABM reserves the right, at its sole discretion, to change, modify, add, or delete any provisions to this agreement at any time. If ABM does so it will promptly notify you by posting such changes to INNOVA DESIGNER or by other communications. You acknowledge and agree to periodically review this agreement, because by your continued use of INNOVA DESIGNER, after notification to you of such changes, you are agreeing to be bound by any changes, modifications, additions or deletions to this agreement. If you disagree with any changes, modifications, additions or deletions to this agreement, your sole recourse and remedy is to cease using INNOVA DESIGNER.

F. INDEMNIFICATION

You acknowledge and agree to indemnify, defend and hold harmless ABM and its affiliates, subsidiaries, divisions, directors, officers, employees, contractors, agents, suppliers, partners, attorneys and successors and assigns from and against any and all claims, suits, actions, losses, costs, damages and any other liabilities, including attorneys' fees, costs and expenses, brought by a third party arising out of or related to: (1.) your use or misuse of INNOVA DESIGNER in general; (2.) your use or misuse of any location information obtained from INNOVA DESIGNER; (3.) a violation by you of any of the terms set forth herein; (4.) your use or misuse of INNOVA DESIGNER to meet or

0/0/0000 0:00 AM

Error! Unknown document property name.

3872673_2

8

arrange to meet another user in-person or to locate and attend any offline meeting or event; or (5.) assert that any content you uploaded, published, submitted, displayed and/or transmitted by or through your use of INNOVA DESIGNER violates any law or infringes upon any third party right, including any intellectual property right or privacy right.

ABM reserves the right, at your expense, to assume the exclusive defense and control of any matter, including, but not limited to, the terms of any settlement related thereto, for which you are required to indemnify ABM, and you agree to cooperate with ABM's defense of these claims.

G. RELEASE

You hereby release and forever discharge ABM and its affiliates, subsidiaries, divisions, directors, officers, employees, contractors, agents, suppliers, partners, attorneys, successors and assigns from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action, and cause of action of every kind and nature including, but not limited to, personal injuries, death, and property damage, that has arisen or arises directly or indirectly out of, or relates directly or indirectly to: (1.) your use or inability to use INNOVA DESIGNER in general; (2.) any interactions with, or acts or omissions of, or content uploaded, published, submitted, displayed and/or transmitted by any user of INNOVA DESIGNER; and (3.) any third party site, products, services, and links included on or accessed through INNOVA DESIGNER. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WITH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

H. COPYRIGHT POLICY.

ABM respects the intellectual property rights of others, ABM asks that the users of INNOVA DESIGNER do the same. If you are a copyright owner or an agent thereof and believe that any of the INNOVA DESIGNER content, the user content, or other content or material on INNOVA DESIGNER infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing Our Copyright Agent with the following information in writing as outlined in 17 U.S.C. § 512(c)(3):

- (i) A physical or electronic signature of the owner of the right that is allegedly infringed or a person authorized to act on their behalf;
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of the copyrighted works;
- (iii) Identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material on INNOVA DESIGNER;
- (iv) Information reasonably sufficient to permit us to contact the owner or agent, such as an address, telephone number, and email address;
- (v) A statement that the owner or agent has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are the owner or are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our designate Copyright Agent for receiving notifications of claimed infringement is:
Timothy W. Menasco, Esq.

0/0/0000 0:00 AM

Error! Unknown document property name.

3872673_2

9

Harter Secrest & Emery LLP
1600 Bausch & Lomb Place
Rochester, New York 14604-2711
Telephone: 585-232-6500
Facsimile: 585-232-2152
Email: tmenasco@hselaw.com

In accordance with the DMCA and other applicable law, ABM has adopted a policy of terminating, in appropriate circumstances and, at ABM's sole discretion, members who are deemed to be repeat infringers. ABM may also, at ABM's sole discretion, limit access to INNOVA DESIGNER and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

I. NO WAIVER.

No waiver of a breach of any term of the TOS will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of the TOS. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of the TOS or the rights or obligations of any party hereunder.

J. ENTIRE AGREEMENT

The TOS contains the entire understanding of the parties with respect to the transactions contemplated and supersedes any prior agreements or understandings among the parties

0/0/0000 0:00 AM

Error! Unknown document property name.

3872673_2

10

with respect to the subject matter hereof. There are no representations, warranties, or obligations of any party not expressly contained herein.

K. NO THIRD PARTY BENEFICIARIES

Except as otherwise expressly provided in the TOS, there shall be no third-party beneficiaries to the TOS. You agree that no agency, partnership, joint venture, employee/employer, or franchiser-franchisee relationship is intended or created by these TOS.

L. PARTIAL INVALIDITY

If any provision of the TOS is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it shall then appear. The total invalidity or unenforceability of any particular provision of the TOS will not affect its other provisions and the TOS will be construed in all respects as if the invalid or unenforceable provision were omitted