



TERMS OF SERVICE AGREEMENT

This is a Web Hosting Agreement, by and between buyer and seller. In consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Buyer will pay Seller for Hosting Services according to the terms set forth herein and in any attachments. Buyer will pay (a) hosting fees in advance, (b) fees for other goods or services as invoiced, and (c) any security deposit as set forth in any attachment to this agreement. Seller may change the prices charged for services upon forty-five (45) days written notice to Buyer, but such increases shall not exceed ten percent (10%) of the rate currently being charged at that time.

Hosting services will commence on the Effective Date of this Agreement and will extend for a period of one (1) year and will automatically renew from year to year thereafter, unless terminated as provided herein. Either party may terminate this Agreement without cause upon at least thirty (30) days written notice to the other party. If Buyer's account is suspended due to lack of payment, Buyer will pay the then current reinstatement fee, in addition to all other charges then due and payable, prior to restoration of Services.

Seller shall retain title and all other ownership and proprietary rights in and to the Seller's proprietary materials and information, and any and all derivative works based thereon. Such ownership and proprietary rights shall include any and all rights in and to source code, patents, trademarks, copyrights, and trade secrets.

Seller grants Buyer a non-exclusive, non-transferable, royalty-free license, for the term of this Agreement, to use the provided technology solely for the purpose of accessing and using the Services. Buyer may not use the provided technology for any purpose other than accessing and using the Services. Buyer Services may be suspended or cancelled in the event that Services are being used for any purpose deemed inappropriate or illegal under applicable local, state, or federal law. Buyer may not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any of the provided technology.

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the Hosting Services, whether in contract, tort, or otherwise, even if the other has been advised of the possibility of such loss or damages.

Buyer will indemnify and hold Seller harmless against any claims incurred by Seller out of or in conjunction with Buyer's breach of this Agreement, as well as all reasonable costs, expenses, and attorneys' fees incurred therein

All information relating to Buyer or Seller that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by the other party and will not be disclosed or used except to the extent that such disclosure or use is reasonably necessary to the performance the duties and obligations under this Agreement.

If any provision of this Agreement is determined to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

Notwithstanding any provision contained in this Agreement, neither party shall be liable to the other to the extent fulfillment or performance of any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; lack of available resources from persons other than parties to this Agreement; labor disputes; electrical equipment or availability failure; fires; floods; acts of God; federal, state or municipal action; statute; ordinance or regulation; or, without limiting the foregoing, any other causes not within its control.

Seller agrees to maintain systems in a redundant environment to maximize uptime and reliability. Seller also agrees to provide 24/7 support for all hardware, software, and web pages used to create, transmit, or process Buyer's or its customers' specific information. If system availability is less than 97% during any month, Seller shall credit the monthly fee payable by Buyer for that month by an amount equal to 50% of the net monthly fee. Seller will not be held responsible for any lapses in system availability that are caused by reasonable planned downtime, common carriers, or any other causes which are beyond Seller's reasonable control.

Seller agrees to employ effective access control and network security measures on systems used to create, transmit, or process Buyer's or its customers' specific information.

Seller agrees to maintain servers, databases, and other hardware and software that store information related to Buyer's or its customers' business activities in an access controlled and consistently monitored data center, secured by appropriate alarm systems.

Seller agrees to actively monitor information systems processing Buyer's online business activities. Seller agrees to employ effective vulnerability management control measures on systems used to create, transmit, or process Buyer and its customers' specific information.

This Agreement, together with all associated attachments and schedules, which are incorporated by this reference, constitute the complete and final agreement of the parties pertaining to the Services and supersede the parties' prior agreements, understandings and discussions relating to the Services. No modification of this Agreement is binding unless it is in writing and it is signed by a duly authorized representative or officer of the party to be bound thereby.