



TERMS OF SERVICE AGREEMENT

THIS AGREEMENT is made and entered between the user of this Content Management System and WTE Solutions, a division of PointShop, Inc., 169 Boone Square Street #230, Hillsborough, North Carolina 27278, hereinafter referred to as WTE and the Client, who wishes to use the services of WTE for website hosting and content management software.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. SERVICE DESCRIPTION:

As a World Wide Web service provider, WTE provides dedicated server computers which are integrated into the Internet. These server computers shall send and receive information in relationship to the World Wide Web. Client wishes to connect a Web site to the World Wide Web utilizing the hardware resources of WTE to establish an Internet web presence on one of WTE's server computers, and an online software application program to manage Web site content.

Client will approve a design for the site build that includes features and doc types available as standard for AgileSite Web sites. Any modifications to the template layout including but not limited to color changes, custom color requests, additional functionality or features, and requests for additional Professional Services including but not limited to search engine optimization, email marketing, logo work, image assistance, site structure consulting and/or changes, business and/or Web site consulting, and custom development services will incur additional charges and may require a separate Agreement or Statement of Work (SOW).

Each Client will receive up to ½ hour of training on the AgileSite Content Management System software (CMS Desk) so that client can add, edit and remove text, images and links from editable areas of the Web site as desired. An AgileSite User Guide will also be provided to the Client and is available online. Additional Training Services may be purchased at WTE's Professional Services rate.

2. SERVICE RESTRICTIONS:

- 2.1 SPAM (unsolicited email): WTE has a strict NO SPAM policy and requires its Clients to abide by the CAN-SPAM Act. Any Client that ignores or violates this policy will be terminated and is subject to fines imposed by WTE's relationship with IronPort's Bonded Sender license. No refunds will be issued for such termination.
- 2.2 ADULT SITES: Client is not permitted to post adult content, nor content which generally would be perceived as being of adult nature based on language, content, photos, images, including nudity of any form. Violation of this policy is subject to the same account termination procedures and forfeitures as indicated above on line 1a.
- 2.3 ILLEGAL INFORMATION: WTE does NOT host any site which contains or promotes illegal products or information of any kind. Violation of this policy is subject to the same account termination procedures and forfeitures as indicated above on line 1a.
- 2.4 LOG FILES: Log files may be deleted on a periodic basis. WTE is not responsible for keeping backups of Client's files. Clients are responsible for downloading their log files if backups of the data are required. It is recommended that Clients who wish to maintain a history of their log files download them monthly.
- 2.5 CPU, MEMORY, DISK SPACE: It is a violation for anyone to post information or to include programs, scripts, images on the web space provided through the WTE services which consume excessive bandwidth, CPU time or storage space. If your site(s) violate this agreement, WTE reserves the right to de-activate or terminate your site(s) service immediately. We understand sites grow, and may need more disk space. Additional storage space can be provided at extra charge.
- 2.6 Email Services: Email accounts (POP3 or IMAP) are intended to be used directly by the individual/company/organization associated with the domain that we host. It is strongly recommended to use an email program like Outlook to retrieve the email from the POP3 account and store the emails locally. IMAP email accounts are also available, where mail is stored on the WTE servers. Due to the ever changing nature of email, POP3 email accounts are not backed up, and in accordance with Item 3 above, WTE shall not be liable for any loss of email data stored on the email server(s). Storage of received, sent and any other format of email is considered in determining the total disk space used for the account. Likewise, email traffic is considered in determining the total traffic/bandwidth used by the account. A domain may not use more than 750MB disk space for total email usage. The maximum disk space a POP3 account may use individually is 150MB.
- 2.7 MISCELLANEOUS: Client hereby agrees that all domain names and any material submitted for publication on WTE's servers through Client's account(s) will not contain anything leading to an abusive or unethical use of the

web hosting product(s) or the host server(s). Abusive and unethical materials and uses include, but are not limited to: pornography, obscenity, nudity, violations of privacy, computer viruses, hacking, and any harassing, offensive and/or harmful materials or uses. WTE management retains the right and final opinion regarding whether any portion of a site falls within one of these categories. Client hereby agrees to indemnify and hold harmless WTE from any claim resulting from your publication of materials or your use of those materials. Violations of WTE's Terms of Service may result in immediate account termination.

3. OWNERSHIP AND USE OF INFORMATION:

All page layout, design, graphics work, data files, image maps, HTML coding, software tools and applications used to design, construct, service and maintain the website are and will remain the sole property of WTE. Client retains ownership of the content supplied by Client to WTE; provided, however, that WTE will have no responsibility regarding the return of any physical materials supplied to WTE. WTE will maintain data about Client and its information on its servers, and WTE may disclose any information regarding the Client or its information to third parties in order to conduct the business of WTE, promote the Client's website, to process payments pursuant to this Agreement, or for any other purpose related to the business of WTE. In addition, WTE may disclose any information in the good faith belief that such action is reasonably necessary: (a) to comply with any law or regulation or legal process of any kind; (b) to enforce this Agreement; (c) to respond to claims that the Client is engaged in activities that violate the rights of third parties; or (d) to protect the rights and interests of WTE or others; provided, however, that nothing in this section will impose a duty on WTE to make any such disclosures.

4. SPAM:

In the event that WTE determines the account to be participating in any way with SPAM, including mining of email addresses, sending unsolicited email, or any other form of SPAM, WTE may immediately discontinue such service to the Client without liability.

5. INDIRECT STORAGE AND/OR PROCESSING:

WTE does not allow our servers to be used as a storage location for download or access of files of any type (.exe, .doc, .pdf, .asp, .htm, .gif, .jpg etc.) that are not directly related to the account which we host. WTE does not allow our servers to be used to process scripts and forms which do not directly relate to the account which we host. In addition, WTE does not allow our servers to be used to store mp3s or software made by manufacturers other than the owner of the website.

6. CGI-SCRIPTS:

Client is free to use CGI, as long as they do not negatively affect another site on the internet, nor can they be used for anything illegal. WTE reserves the right to disable any CGI script or script access on an account.

7. THIRD PARTY SCANNING/MONITORING SERVICES:

WTE has approved the use of McAfee/Hacker Safe and Trustwave for third party PCI certifications, security scanning and website monitoring. You must seek written permission to use any other third party security scanner or website monitor by emailing support@wte.net. WTE will confirm or reject approval in writing, and reserves the right to disallow their use for any reason at our sole discretion. If you do not have permission and your scanner causes system outages, you will be liable for lost revenue by all WTE clients affected by the outage.

8. CONDITIONS:

This Agreement constitutes a binding contract between WTE and the Client and does not extend to any other person or entity. Cancellations after the application is received and web space is set-up will still hold the Client responsible for server space and the set-up fee (if any) of the web space.

9. WARRANTIES:

With respect to the service to be provided herein, the Client acknowledges that WTE makes absolutely no warranties whatsoever express or implied. As a result, the Client agrees that WTE shall not be liable to the Client for any claims or damages which may be suffered by the Client, including, but not limited to, losses or damages resulting from the loss of data (including database data in any format), email data, delays, non-deliveries, service interruptions, or inaccessibility of software. The Client also acknowledges that by using any shopping cart system, whether provided by WTE, Inc. or not, WTE will not be held responsible for charge backs, errors, loss of revenue, loss of data, web server failure, downtime, or any disputes that may arise from the use of any shopping cart.

10. INFORMATION:

The utilization of any data or information received by the Client from the utilization of the service to be provided by WTE is at the Client's sole and absolute risk. WTE specifically disclaims and denies any responsibility for the completeness, accuracy or quality of information obtained through the services to be provided hereby.

11. DOMAIN NAME:

If WTE shall acquire an Internet Domain Name on behalf of the Client, then in such case the Client hereby waives any and all claims which it may have against WTE, for any loss, damage, claim or expense arising out of or in relation to the registration or renewal of such Domain Name, including but not limited to, registration in any on-line or off-line network directories, membership lists or registration lists, or the release of the Domain Name from such directories or lists following the termination of the providing of this service by WTE for any reason.

12. MATERIAL and INDEMNIFICATION:

Client hereby agrees that all domain names and any material submitted for publication on WTE's server(s) through Client's account(s) will not violate or infringe any copyright, trademark, patent, statutory, common law or

proprietary rights of others, or contain anything libelous or harmful. Client hereby agrees to indemnify and hold harmless WTE for any claim resulting from the submission of illegal materials, any and all loss, cost, expense, and damages on account of any and all manner of claims, demands, actions, and proceedings that may be initiated against WTE on the grounds of such violation. Violations to WTE's Terms of Service will result in immediate account termination, and WTE reserves the right to charge a clean-up fee to the Client at its discretion.

13. CONTRACT TERM AND RENEWAL PERIOD:

This contract is in effect for a period of one (1) year from the site launch date. All contracts are automatically renewed for another twelve (12) month term unless a written notice of cancellation is submitted through our written cancellation form at thirty (30) days in advance of the contract anniversary date. If no correct notice of cancellation is given, all contracts will be automatically renewed for another term under the same conditions.

14. SERVICE CANCELLATION:

With proper cancellation notice per Section 13 of this agreement, DNS name servers will be redirected or approved for transfer to a new service provider provided that your account is in good standing and all invoices have been paid in full. Because your website is developed using our proprietary technologies, content and data cannot be easily transferred to another website host. You may scrape or manually collect content and images that you have created from your website to be used elsewhere, but WTE will not provide you with your website's files pursuant to Section 3 of this agreement.

15. PAYMENT AND TERMINATION OF SERVICE:

The Web site build set-up fee is due per the terms of Client's contract. Subsequent payments for hosting and additional services are due on receipt following the establishment of the Web space on the Internet. Web site hosting will be billed for the month in advance, beginning at the earlier of site launch or 15 days following site build completion. (Site build completion is the actual build of the website and does not content population.)

15.1 AUTOMATIC PAYMENTS: Monthly fees will be debited from Client's bank checking account or charged to its credit card. If Client establishes automatic payments by "ACH Debit," then: (i) Client hereby irrevocably authorizes WTE to debit Client's bank checking account through the Automated Clearing House, or any other available system, for all amounts payable hereunder, (ii) Client has provided, or will provide, to WTE avoided check and necessary documentation so that WTE can properly identify the account to be debited, and (iii) Client will provide such other information as WTE may request. If Client establishes automatic payments by "Credit Card", then Client hereby authorizes WTE to charge all amounts payable hereunder to the credit card number provided to WTE at the time of execution of this Agreement, and all such actions by WTE are hereby irrevocably authorized and approved.

15.2 PAYMENT REPRESENTATIONS: Client represents, warrants and agrees that: (i) the credit card number or bank information provided by Client is valid; (ii) Client has the legal right and authority to use that credit card number or bank account; (iii) the account corresponding to any credit card number provided by Client has sufficient credit available to pay for all of Client's obligations under this Agreement; (iv) any bank account which Client authorizes WTE to debit through the Automated Clearing House will maintain sufficient funds to pay for all of Client's obligations hereunder; and (v) Client will maintain and update Client's credit card or bank account information as needed for the foregoing representations and warranties to remain true and accurate.

15.3 LATE PAYMENTS, RETURNED PAYMENTS, OR NON-PAYMENT: In the event that the Client fails to pay for such services in advance, WTE shall be entitled to unilaterally terminate this Agreement and discontinue the service until payment is made with interest. Returned payments for insufficient funds will incur a service charge pursuant to WTE's current Payment Policy.

15.4 PAYMENT DISPUTES: If Client disputes justified charges by WTE SOLUTIONS or POINTSHOP on their credit card or through direct bank draft, WTE has the right to unilaterally terminate this Agreement and discontinue service.

16. UNILATERAL SERVICE REVOCATION:

WTE reserves the right, in its sole discretion, to deactivate your account(s) without further warning upon an indication of credit problems including delinquent payments, or if this service contract is violated, or if Client's account or the traffic on this account causes any kind of network or server problem or disturbances. In the event that WTE may at any time believe that the service is being utilized for unlawful purposes by the Client or in contravention with the terms and provisions herewith, WTE may immediately discontinue such service to the Client without liability.

17. REFUSAL OF SERVICE:

WTE reserves the right to refuse or cancel service at our sole discretion. WTE reserves the right to refuse service to anyone at any time. Failure to comply with any of our policies will result in immediate termination of services. No refunds will be issued under these circumstances.

18. CHANGES IN TERMS OF AGREEMENT:

WTE reserves the right to make changes to the terms and conditions of this Agreement. It is the Client's responsibility to periodically review the Web Hosting Contract and Terms of Service Agreement. Utilization of the service by the Client following the effective date of such change shall constitute acceptance by the Client of such change(s).

19. ENTIRE AGREEMENT AND UNDERSTANDING:

This instrument and the application for web space constitute the entire agreement between the parties, and represent the complete and entire understanding of the parties with respect to the subject matter of this Agreement.

20. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of North Carolina in the United States of America. In the event that any term or provision of this instrument is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this instrument and the agreement which it evidences shall remain in full force and effect.

USE OF YOUR AGILESITE CONTENT MANAGEMENT SYSTEM CMS APPLICATION and THE CONTINUED OPERATION AND HOSTING OF YOUR WEB SITE BY WTE SOLUTIONS INDICATES YOUR AGREEMENT TO THESE TERMS OF SERVICE.