

THIS AGREEMENT (the "Agreement") is by and between Net 3 Technology, LLC, a South Carolina limited liability company (the "Company") whose principal office is located at 102 Mountain Side Way, Greenville, SC 29609 and you and your its successors and/or assigns (the "Customer") as of the (the "Effective Date").

The Company is willing to provide you the hardware and service as described in one or more Statement of Work (hereinafter "SOW") that are incorporated into the Agreement.

"Services" shall mean any and all services defined in any SOW and provided to Customer.

"Support" shall mean any and all support services defined in any SOW and provided to Customer.

"Enhancement" shall mean any and all modifications to the Services.

Company may (i) automatically update Services without prior notice, (ii) upgrade, enhance, change and modify (collectively, the "Enhancements") Services, or (iii) discontinue or retire particular elements of the Services at the Company's sole discretion.

1. Services. Company shall provide to Customer such services that may include information technology consulting, managed services, information technology design and development services, IT services and support (the "Services") as detailed in any Statement of Work (SOW) associated with this Agreement. You may not assign, sublicense, rent, timeshare, loan, lease, or otherwise transfer the Services, Developed Material, or directly or indirectly permit any third party to copy or use the Services or Developed Material unless otherwise provided in a SOW.

1.1. In the event that Customer wishes to change the Services, Customer shall provide to Company the requested change to Company ("Change Request"). Within fifteen (15) days of receiving the Change Request, Company will provide to Customer the impact of the Change Request on the delivery timeline, project timeline and provide an estimate of the associated costs in the form of a SOW. Once Customer provide written authorization to proceed with the Change Request, Company will begin implementation of the Chance Request.

1.2. In the event that Services include webhosting services and unless otherwise stated in a SOW, Company will provide Customer with no more than five (5) GB of disk space per month on the Host's website servers. Such disk space shall be used solely for the purpose of storing the website and data files that are actively used in connection with the website of the Customer. Subject to the reasonable discretion of Host, Customer may secure additional server storage space at the rate of \$2 per additional one (1) GB of disk space, or part thereof used, per month. Should Customer's usage exceed five (5) GB of disc space per month on the Host's website server without obtaining prior written consent of Host, Customer shall be liable to Host for \$2 per month for each additional one (1) GB, of part thereof, of disk space used.

1.3. Company has the right, but not the obligation, to review Customer's website from time to time, and to remove any material that Company finds objectionable based upon commercially reasonable judgment with prior notice to Customer. Company shall not be liable to Customer in any way for removal of material from Customer's website. During the Term, Customer shall not knowingly distribute on the website any content that: (a) infringes on the rights, intellectual property of otherwise, of any third party or any rights of publicity or privacy; (b) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) is obscene, child pornographic or indecent; or (e) contains any viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

1.4. Company will provide Customer with no more than twenty (20) GB of monthly data transfer bandwidth (allowed bandwidth). Subject to availability in the reasonable discretion of the Host, the Customer may secure additional bandwidth at the rate of \$2 per month per one (1) GB of data transfer bandwidth, or part thereof. Should Customer utilize more than twenty (20) GB of monthly data transfer bandwidth without obtaining prior written consent of Host, Customer shall be liable to pay Host \$2 per month for each one (1) GB of bandwidth, or part thereof, used per month.

1.5. The Company warrants that hosting services will be operational at least 99% of the time in any given month during the term of this Agreement unless such outage is caused by a third party vendor used by

Company. In the event of a service outage, Customer shall promptly notify Host and Host shall use commercial best efforts to restore the services as soon as possible. In the event that Host cannot restore connectivity within 24 hours, Host shall pro-rate the monthly Hosting fee to account for the percent of the month the outage occurred.

2. License. During the Term beginning on the Effective Date, Company grants to Customer a revocable, limited, non-transferable, non-exclusive license to use the Services. Customer may not reverse engineer, decompile, disassemble, modify, or create derivative works of the Services. Customer may not assign, sublicense, rent, timeshare, loan, lease, or otherwise transfer the Services, or directly or indirectly permit any third party to copy or use the Services.
3. Term of Agreement. This Agreement shall terminate upon the termination of the expiration of the last in effect Statement of Work, unless otherwise terminated herein (the "Term").
4. Payment. Customer shall pay Company the compensation as set forth in the SOW and as set forth herein including: (a) all invoices will be sent via us mail/email (circle one) using the contact information listed below and Customer's is responsible for maintaining correct contact information with Company; (b) late fees will be incurred for all amounts more than five (5) days past due; (c) late fees shall be the amount greater of 2% of the total outstanding amount due, or \$50.00; (d) all accounts may be suspended and all access restricted if the outstanding balance of more than thirty (30) days overdue, (e) a \$50.00 reconnect fee, in additions to any unpaid balance, must be paid to reinstate the account as applicable, and (f) in the event that an outstanding balance is referred to an external agency or an attorney for collection and/or legal suit, the debt is increased to include all reasonable costs of collection, including collection agency and attorney fees and court costs.
5. Travel. As part of provided the Services, Company may incur travel expenses Customer shall reimburse Company for such travel expenses unless otherwise agreed to by the parties.
6. Support. To receive Support, Customer must insure the following: (a) any software upgrades or significant changes to the Services requested by Customer or Customer's agent require fifteen (15) business day notice to Company, (b) the software installed by Customer is at a current release level supported by software vendor, (c) customer's representative calling for assistance must have technical knowledge regarding the hardware and software installed and any other software involved and the facts and circumstances surrounding the incident to the extent necessary to enable Company to carry out its support obligations, (d) the full system, including software and hardware, is available and accessible to the Customer's representative without limit during any telephone discussions with the Company's support technician, and (e) the Customer's representative must follow the instructions and suggestions of Company's support technician, using the full system, and perform all other reasonable actions requested by Company.
7. Independent Contractor. Company will act as an independent contractor in the performance of its duties under this Agreement. It is the parties' intention that Company shall be an independent contractor and that Company shall retain sole and absolute discretion and judgment in the manner and means of carrying out the Services. Nothing contained in this Agreement shall be deemed to constitute either Company or Customer as an agent, representative, partner, joint venture or employee of the other party for any purpose. Customer has control over Company only with respect to the results Customer wishes to obtain with respect to the Services, and not over the means with which the Company provides the Services. Company shall be solely responsible for the payment of all costs, expenses, and taxes, including, but not limited to, FICA, federal, state, and local withholding taxes, unemployment, health and disability insurance, and the like, which shall now or hereafter become due and payable by reason of payments made to Company pursuant to this Agreement.
8. Assignment. Neither party may assign this Agreement without the written consent of the other party, except that either party may assign this Agreement in conjunction with the sale of substantially all assets of the assigning party or a controlling ownership interest in the assigning party after thirty (30) days written notice to the other party.
9. Intellectual Property Rights. Company is the sole owner of the Services and Enhancements and Customer shall not possess or obtain any ownership interest, legal or equitable, in (i) the Services or Enhancements or (ii) Company's intellectual property pertaining to the same. Services and Enhancements are, and shall at all times be and remain, the personal property of Company, notwithstanding that any part may now be, or hereafter become, in any manner affixed or attached to real property.

10. SEO. In the event that search engine optimization (SEO) is included in the Services, Company cannot guarantee specific placement within a particular search engine. The SEO process reacts to the modifications and performance parameters of the search engines themselves, for which Company has not control. Due to the competitive nature and constant altering of the search engines, Company cannot guarantee that any achieved rankings will last for any period of time or will be consistent for each search performed. Placement and admission to search engines can take in excess of sixteen (16) weeks.

11. Open Source. "Open Source" means any software which (i) contains or is derived from (in whole or in part) from software that is distributed under a license the same as or similar to the General Public License (GPL) or Lesser/Library GPL (LGPL); the Artistic License (e.g. PERL); the Mozilla Public License; the Netscape Public License (SISL); the Sun Community Source License (SCSL); the Sun Industry Source License (SISL); or the Apache Software License; or (ii) software that is licensed subject to any of the following terms (1) any requirement for distribution of source code, (2) any requirement for disclosure of any modifications to the software. In the even that Open Source is used in your project, it is your obligation to comply with the license requirements governing such Open Source. Company will identify the Open Source used in the project.

12. Indemnification.

12.1. Customer agrees to indemnify and hold Company, its officers, directors, attorneys, employees and agents harmless from any and all claims, losses, damages, expenses, judgments or other liabilities (including but not limited to reasonable attorneys' fees which are incurred prior to, during or after trial, bankruptcy proceeding or any alternative dispute mechanism, and including, but not limited to, tax liability, interest and penalties) for: (1) any damage to Customer's data, software or hardware, which is the result of action or inaction by the Customer; (2) any material breach of this Agreement by Customer, its customers, employees or agents, (3) property damage or personal injury caused by the negligent or willful acts or omissions by Customer, its customers, employees or agents, (4) illegal acts or omissions by Customer, its customers, employees or agents or (4) any claims or allegations arising from any action or omission on the part of the Company resulting from or caused by Customer's designs, instructions or requirements or customer's actions or inactions.

12.2. Customer acknowledges and agrees that Third Party Data centers, ISP providers, and other vendors may shut their systems down or go offline without fault of the Company, and without warning to the Company or Customer. Customer agrees to indemnify and hold Company harmless for any and all claims arising from the discontinuation of interruption of such software of services by third parties.

12.3. Company agrees to indemnify and hold Customer, its officers, directors, attorneys, employees and agents harmless from any and all claims, losses, damages, expenses, judgments or other liabilities (including, but not limited to, reasonable attorneys' fees which are incurred prior to, during or after trial, bankruptcy proceeding or any alternative dispute mechanism, and including but not limited to tax liability, interest and penalties) for which Customer becomes obligated to pay due to (1) any material breach of this Agreement by Company, its employees or agents, (2) property damage or personal injury caused by the negligent or willful acts or omissions by Company, its employees or agents, (3) illegal acts or omissions by Company, its employees or agents, or (4) and claim, assertion or threat of infringement of any third party's rights, including intellectual property rights, alleged or made against Customer based upon the use of the Services and Enhancements

13. Maintenance of System. Company expressly reserves the right, from time to time, as needed, take the system offline for maintenance, repair, and updates. Customer agrees that these periods offline for maintenance, repair and updates are an integral part of the service provided and do not violate the terms of this contract.

14. Termination.

14.1. Company shall have the right, but not the obligation, to terminate this Agreement at any time under the following conditions: (i) Customer balance is thirty (30) days overdue; (ii) Customer is in breach of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice describing the breach; (iii) Customer is in breach of any of their contracts with third party service providers, if applicable; and (iv) Customer is insolvent or any proceeding has been filed by or against Customer seeking relief from creditors. Customer acknowledges that the interruption of access to their data could result in harm to their business and/or profits.

- 14.2. If either party is adjudged insolvent or bankrupt, or upon the institution of any proceedings by it seeking relief, reorganization or arrangement under any laws relating to insolvency, or if an involuntary petition in bankruptcy is filed against a party and the petition is not discharged within sixty (60) days after filing, or upon any assignment for the benefit of a party's creditors, or upon the appointment of a receiver, liquidator or trustee of any of a party's assets, or upon the liquidation, dissolution or winding up of its business (each, an "Event of Bankruptcy"), then the party affected by any Event of Bankruptcy must immediately give notice of the Event of Bankruptcy to the other party, and the other party may terminate this Agreement by notice to the affected party.
- 14.3. Customer shall have the right to terminate this Agreement for cause if each of the following conditions are met: (i) Company breaches an obligation articulated in this Agreement, Customer notifies Company in writing and lists the specific obligations that have been breached, and Company fails to cure the obligation within sixty (60) days of receiving notice. Customer shall not be entitled to any refund or return fees paid, and shall pay all outstanding balances due and payable to the Company, however, the remaining amounts of the Fee Agreement not yet assessed, shall be voided.
- 14.4. Customer shall have the right to terminate this Agreement without cause by giving Company written notice ninety (90) days prior to the effective date of termination. Customer shall not be entitled to any refund or return fees paid and the full amount of the Fee Agreement shall be due and payable to the Company regardless of the length of time this Agreement has been in effect, or renewed. Customer shall be fully liable for costs of infrastructure expended by the Company. Such costs expended by the Company shall be due and payable upon receipt of notice of termination from the Customer.
- 14.5. In the event of termination by either party, for cause or without cause, the Customer shall have 30 days to contract with the Company for transfer of the Customer's data off the System. Customer agrees to continue to pay at the monthly rate as shown in Exhibit "A" until Customer's data is transferred off the System. Further, Customer agrees that until a contract to transfer data can be agreed upon by both parties, that no data shall be transferred off the System by Company, or any other third party. This provision shall survive termination of this Agreement.
- 14.6. Customer hereby agrees to release from liability, hold harmless and waive all claims against the officers, agents, employees, associates, contractors, and all other entities affiliated with the Company for any and all liabilities or damage, arising from the Customer's inability to access data due to non-payment to the Company, or a third party contracted with or on behalf of the Customer.
15. Billing Rights. Wherein the Service include material to be displayed publically, Customer will display as a footer "Developed by Net 3 Technology". In each case, the hyperlink [http:// http com/](http://http.com/) will be associated with the text "Net 3 Technology".
16. Severability. The terms herein are separate and independent covenants. Should any part or provision of any covenant be held invalid, void or unenforceable in any court of competent jurisdiction, such invalidity, voidness or unenforceability shall not render invalid, void or unenforceable any other part or provision of this Agreement. All remaining provisions herein shall continue in full force and effect.
17. Survivability. Sections shall survive the termination of this Agreement.
18. Applicable Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to the conflict of laws and the state and federal courts located in Greenville County, South Carolina shall have exclusive jurisdiction of the parties for adjudicating all disputes that may arise under this Agreement. The parties waive all objections to venue and personal jurisdiction in such forum for such disputes.
19. Waiver. No waiver, amendment or modification of any provision of this Agreement or any agreements in connection with such waiver, amendment, or modification shall be valid unless in writing, duly executed by both parties. No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement will be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of the Agreement. No single waiver will constitute a continuing or subsequent waiver.

20. Disclaimers and Limitation of Liability.

THE SERVICES MAY CONTAIN OR COMPANY MAY PROVIDE TO YOU THIRD PARTY HARDWARE, PRODUCTS, SOFTWARE, OR PROGRAMMING, OR YOU MAY OBTAIN THIRD PARTY HARDWARE, PRODUCTS, SOFTWARE, OR PROGRAMMING FROM THIRD PARTIES DIRECTLY, ("THIRD PARTY COMPONENTS"). THE SERVICES, ALL THIRD PARTY COMPONENTS AND ALL BETA SOFTWARE ARE PROVIDED "AS IS," "WHERE IS," "AS AVAILABLE," "WITH ALL FAULTS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, WITHOUT WARRANTY OF ANY KIND. COMPANY AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICES, THE THIRD PARTY PRODUCTS AND ALL BETA SOFTWARE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES REGARDING QUIET ENJOYMENT, QUALITY OF INFORMATION, SECURITY, RELIABILITY, TIMELINESS, AVAILABILITY OF BACKED-UP DATA AND PERFORMANCE OF THE SERVICES. COMPANY DOES NOT WARRANT THAT THE SERVICES, THIRD PARTY COMPONENTS, OR BETA SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICES, THIRD PARTY COMPONENTS, OR BETA SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES, THIRD PARTY COMPONENTS, OR BETA SOFTWARE WILL BE CORRECTED, OR THAT ENCRYPTION ALGORITHMS, ASSOCIATED KEYS AND OTHER SECURITY MEASURES WILL BE SECURE OR EFFECTIVE. YOU UNDERSTAND AND AGREE THAT YOUR INSTALLATION, USE AND ACCESS OF THE SERVICES, THIRD PARTY COMPONENTS AND ALL BETA SOFTWARE IS AT YOUR SOLE DISCRETION AND RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER, SOFTWARE AND THE LOSS OF BACKED-UP DATA THAT RESULTS FROM THE USE THEREOF. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY SHALL CREATE ANY ADDITIONAL COMPANY WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF COMPANY'S OBLIGATIONS HEREUNDER. YOU HEREBY WAIVE ANY AND ALL CLAIMS, NOW KNOWN OR LATER DISCOVERED, THAT YOU MAY HAVE AGAINST COMPANY AND ITS AFFILIATES, SUPPLIERS AND LICENSORS ARISING OUT OF YOUR USE OF THE SERVICES, THIRD PARTY COMPONENTS AND BETA SOFTWARE. THE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT COMPANY DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT (I) VIRUSES, WORMS, TROJAN HORSES, AND OTHER UNDESIRABLE DATA, OR SOFTWARE, OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR DATA, WEB SITES, COMPUTERS, OR NETWORKS. COMPANY SHALL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF YOUR DATA AND SYSTEMS.

YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR CONDUCT, YOUR DATA, AND YOUR BACKED-UP DATA RELATED TO THE SERVICES. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD COMPANY, AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, SUPPLIERS AND LICENSORS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COST, DAMAGE, LIABILITY AND EXPENSE (INCLUDING ATTORNEYS' FEES, EXPERT FEES AND OUT-OF-POCKET EXPENSES) ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH YOUR BREACH OF THESE TERMS, YOUR USE OF THE SERVICES, OR YOUR BACKED-UP DATA. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY OR ITS AFFILIATES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY COST TO PROCURE SUBSTITUTE SERVICES OR DATA, OR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, EXEMPLARY, OR ANY OTHER DAMAGES, INCLUDING DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOSS OF DATA AND BACKED-UP DATA, BUSINESS INTERRUPTION, OR LOST REVENUES, ARISING OUT OF YOUR USE OR INABILITY TO USE THE SERVICES, THIRD PARTY COMPONENTS, OR BETA SOFTWARE, OR YOUR USE OF DATA OR FILES STORED THEREIN, EVEN IF COMPANY HAS BEEN ADVISED ABOUT THE POSSIBILITY OF SUCH DAMAGES (WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR OTHERWISE)). IN ANY CASE AND WITHOUT LIMITING THE FOREGOING, THE ENTIRE LIABILITY OF COMPANY AND ITS AFFILIATES, SUPPLIERS AND LICENSORS FOR ALL DAMAGES OF EVERY KIND AND TYPE (WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) SHALL BE LIMITED TO THE LICENSE FEES PAID BY YOU TO COMPANY IN THE TWELVE (12) CALENDAR MONTHS PRIOR TO THE DAMAGES ARISING. IF THE SERVICES ARE PROVIDED TO YOU WITHOUT CHARGE, THEN COMPANY SHALL HAVE NO LIABILITY TO YOU WHATSOEVER. THE FOREGOING TERMS SET A LIMIT ON THE AMOUNT OF DAMAGES PAYABLE AND ARE NOT INTENDED TO ESTABLISH LIQUIDATED DAMAGES. YOU EXPRESSLY RECOGNIZE AND ACKNOWLEDGE THAT SUCH LIMITATION OF LIABILITY IS AN ESSENTIAL PART OF THIS AGREEMENT AND IS AN ESSENTIAL FACTOR IN ESTABLISHING THE PRICE OF THE SERVICES.

Some jurisdictions do not allow the exclusion of incidental or consequential damages, or the limitation on how long an implied warranty lasts, so some of the foregoing terms may not apply to you.

21. Force Majeure. Neither party shall be liable for any delay or non-performance of any covenant contained herein nor shall any such delay or non-performance constitute a default hereunder, or give rise to any liability or damages if such delay or non-performance is caused by an event of "force majeure." The term "force majeure" means events beyond the reasonable control of such party. All parties shall make a good faith effort to effectuate this Agreement where there is an occurrence of a force majeure during and after the occurrence to the extent commercially reasonable.
22. No Waivers, Cumulative Remedies. Except if expressly stated otherwise, all remedies under this Agreement, at Law or in equity, are cumulative and nonexclusive.
23. Captions and Plural Terms. All captions are for purposes of convenience only and are not to be used in interpretation or enforcement of this Agreement. Terms defined in the singular have the same meaning in the plural and vice versa.
24. Notices. All notices, requests and demands given or made pursuant to this Agreement shall be sent by certified mail, registered mail, or private carrier such that the notifying party can prove both delivery of notice and that the recipient received the notice (or refused to receive) and the respective dates thereof. Notices shall be sent to the address below or to any successor address provided by either party.

Company:

Customer:

25. Entire Agreement & Modification. This Agreement along with any SOW contains the entire agreement of the Parties relating to the rights granted and obligations assumed herein. There are no verbal or other agreements that modify or affect this Agreement. This Agreement supersedes any and all prior agreements made or executed by or on behalf of the parties regarding the subject matter herein. This Agreement, along with any SOW, may be amended, changed or modified only by an instrument in writing signed by duly authorized representatives of the parties hereto. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement

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