



Terms & Conditions of Agreement

Pursuant to the terms and conditions of this agreement, HOST / DEVELOPER shall provide any and/or all services referenced to in the foregoing.

THIS AGREEMENT, dated on this day _____, 20__ is between Storage Rental Network, Inc. d.b.a. The Outer Limit Studios hereby known as HOST / DEVELOPER and _____ hereby known as CLIENT.

- A. WHEREAS, HOST / DEVELOPER designs web sites for use on the Internet's World Wide Web, and/or provides any other services as indicated above including, but not limited to Copyrighting, Translating, Marketing, CDR/DVD Design, CDR/DVD Duplication, Graphic Design, Audio Production and/or Video Production.
- B. WHEREAS, Client desires HOST / DEVELOPER to design a web site for CLIENT, to provide web site hosting services and/or provide any other services as indicated above.
- C. WHEREAS, CLIENT shall pay HOST / DEVELOPER a fee as described in the Fee Schedule.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. DEFINITIONS:

- (a) "Alpha Version" means the first test system of CLIENT's Web Site, which is tested on a computer that is not connected to the Internet.
- (b) "Agreement" means this written agreement between HOST / DEVELOPER and CLIENT.
- (c) "Beta Version" means the second test system of CLIENT's Web Site, which is tested through the Internet by CLIENT.
- (d) "Bug" means an error in a Web Site that causes repeated and repeatable malfunctions.
- (e) "CGI" or "Common Gateway Interface" means the standard method of writing computer code to enable an interactive computer program on one Internet server to communicate with users located at remote Internet servers.
- (f) "Commercial Service Provider" or "HOST / DEVELOPER" means a Web HOST / DEVELOPER, as defined below, that also processes orders and payments by Internet users on behalf of third-party Web Site HOST / DEVELOPER.
- (g) "Cookie" means a file stored on the user's computer into which data which is transparently transmitted by a Web Site regarding a variety of information.
- (h) "Derivative Work" means any modifications made to any computer source code, object code, CGI code or HTML code.
- (i) "Domain Name" or "Name" is the alpha-numeric name associated with CLIENT's web site, web pages or electronic mail.
- (j) "Electronic Mail" or "E-Mail" means any communication transmitted via the Internet which is stored in the recipient's e-mail box.
- (k) "Hour" means one hour spent by one developer.



- (l) "HTML Code" means hypertext mark-up language, which is the language commonly used for developing the appearance of Web Sites.
- (m) "Intellectual Property Rights" means:
 - (i) Rights in any patent, copyright, trademark, trade dress, and trade name;
 - (ii) Related registrations and applications for registration; and
 - (iii) Trade secrets, moral rights and goodwill.
- (n) "Internet" means the global computer network comprising interconnected networks using standard Protocols.
- (o) "Internet Service Provider" or "ISP" means an entity that enables the uploading and downloading of data between remote computers and the Internet.
- (p) "Kilobytes per second" or "Kbps" means 1,000 bytes of data transmitted in one second.
- (q) "Project Manager" means one of CLIENT's employees who shall be deemed as CLIENT's liaison with HOST / DEVELOPER, and who shall have the power to act as CLIENT's project manager in order to make ongoing decisions under this Agreement which are binding upon CLIENT.
- (r) "Protocols" means a set of rules that regulate the way data is transmitted between computers.
- (s) "Robot" or "Spider" means an automated device used by a searching service to gather pieces of information about Web Sites.
- (t) "Web Page" means each individual screen display contained in CLIENT's Web Site.
- (u) "Web Site" means all Web Pages and domain names associated with CLIENT and its products or services, and which are stored on HOST / DEVELOPER's Internet server computer.
- (v) "Web Site hosting Service Provider" or "Web HOST / DEVELOPER" means an entity that stores third-party Web Sites on its Internet server computer, receives or stores commands or data transmitted by Internet users, transmits Web Page data to users' Internet addresses, and performs related maintenance.
- (w) "World Wide Web," or "WWW," is a subset of the Internet, and is a common system for browsing Internet Web Sites.
- (x) "CLIENT" is entity requesting the development of the project
- (y) "HOST / DEVELOPER" is Storage Rental Network, Inc d.b.a. The Outer Limit Studios and/or any development organization assigned to the production of the project.
- (z) "Deliverables" is the final delivered product developed according to the specification of the initial documentation approved by the CLIENT
- (aa) "Party" and/or "Parties" is the HOST / DEVELOPER and CLIENT

2. PRODUCTION / DEVELOPMENT:

Project Approach: There are several steps to take to ensure the project is completed on schedule and within budget. As every project is unique and begins with only ideas, it is important that proper planning take place to develop realistic schedules and to finalize the scope of the project. The project may be developed in phases and its successful implementation is dependent on the participation of a CLIENT project manager assigned by the CLIENT. The CLIENT project manager will provide the site vision and guidance. The CLIENT will provide all site content. Work will begin and



time tracking will begin for the site development after all of the copy, graphics, logos, and any additional information needed for the site is provided to HOST / DEVELOPER. CLIENT cooperation is essential in adhering to the proposed timeline of the project. Thus CLIENT agrees to respond to all requested documentation within a reasonable timeframe. CLIENT furthermore agrees not to withhold any requested documentation within a reasonable timeframe. In order to adhere to an expeditious timetable, HOST / DEVELOPER does have the right to place temporary content on the pages of the website. CLIENT shall have access to the website through the use of a content management system to edit text content at any time. HOST / DEVELOPER may terminate contract without providing any refund if CLIENT participation is withheld. Furthermore, HOST / DEVELOPER may collect from CLIENT any unpaid portions of work completed up to termination date.

Assumptions & Conditions include but are not limited to:

- The client will provide logos in electronic format, the copy, and photos that are to be used on the site.
- Website hosting is provided by TOLS Multimedia.
- If a proposal was provided, TOLSMultimedia is estimating the site will take the amount of business days projected in the proposal to complete the project from the time the deposit is paid, the blueprint & documentation is completed, no unforeseen problems and/or delays occur, & the CLIENT has provided all materials in a timely manner.
- Unless otherwise specified, HOST / DEVELOPER is not responsible for quality of provided files including content.

(A) Services: CLIENT shall prepay the service rate in the amount shown on receipts plus state sales tax for applicable items. In the event of non-payment of services or other charges by the CLIENT, it is expressly agreed that services shall continue to accrue until all delinquent services and other charges are paid. Services shall be considered completely earned by HOST / DEVELOPER when it is paid; no portion shall be prorated or returned to the CLIENT for any reason. Services shall include any and all services provided by HOST / DEVELOPER and CLIENT hereby consents this agreement to be binding for any services rendered by HOST / DEVELOPER. Further, CLIENT hereby agrees to make payment for any services performed by HOST / DEVELOPER in a timely manner (indicating that time is of the essence) whether a separate service agreement has been placed in effect or not. The articles governing this agreement shall be considered the binding clauses governing any and all services performed by HOST / DEVELOPER.

(i) *Preliminary Documentation:* The parties recognize that CLIENT has previously provided to HOST / DEVELOPER information that illustrates all project aspects that CLIENT wishes to incorporate into its Project. An approval meeting and/or CLIENT approval signature may be requested by HOST / DEVELOPER prior to continuing project development.

(ii) *Project Development:* HOST / DEVELOPER will develop the project according to the documentation developed in the initial development phase. It is the CLIENT's responsibility to explain specific website wishes in detail. CLIENT understands that HOST / DEVELOPER is only able to construct a website based upon the feedback and collateral provided by CLIENT. HOST / DEVELOPER may require periodic CLIENT approvals during the development process and retains the right to halt development process if CLIENT has not approved a specific requested production segment, or CLIENT has not provided necessary documentation. HOST / DEVELOPER retains the right to pause development indefinitely if CLIENT has not provided requested documentation within a reasonable timeframe. HOST / DEVELOPER may proceed with development of project without CLIENT approval if requested documentation does not hinder the design and/or programming process. Electronic documentation and/or communication are deemed acceptable and binding forms of communication. HOST / DEVELOPER is not responsible for content uniqueness and CLIENT holds HOST / DEVELOPER harmless and defends HOST / DEVELOPER from any claims of plagiarism. HOST / DEVELOPER retains the right to begin monthly billing following 15 calendar days of requested collateral from CLIENT and/or "Bill Date" indicated on Order Form..

(iii) *Approvals:* Upon HOST / DEVELOPER approval request, CLIENT may "approve", "disapprove", or "approve with revisions" the requested approval for the portion of the project development. Electronic documentation and/or communication are deemed acceptable and binding forms of communication. If an "approval with revisions" is provided by the CLIENT, the CLIENT is responsible for the exact explanations that are being requested in the revision. HOST / DEVELOPER shall make requested changes as long as those changes are within the parameters of the initial documentation provided by the CLIENT. If an "approval with revisions" is provided by CLIENT, then HOST / DEVELOPER may choose to proceed with project in good faith, or pause project and make requested revisions



before proceeding. If HOST / DEVELOPER chooses to proceed with project in good faith, CLIENT agrees to be responsible for all development costs incurred.

(B) Project Management: The parties recognize that CLIENT's participation and cooperation in all phases of the development of the project is essential. As such, the CLIENT shall, in best faith, work with HOST / DEVELOPER to complete the project on schedule. If CLIENT's response time exceeds five (5) business days, HOST / DEVELOPER may halt production of project & reschedule a continuance at a later date. Furthermore, HOST / DEVELOPER shall retain the contractual amount equal to the time so far spent on developing the project. If CLIENT's response time exceeds fifteen (15) business days, HOST / DEVELOPER shall retain the contractual amount equal to the time so far spent on developing the project. The contractual amount owed at such point in time shall be determined by the project advancement board and not simply the payment structure. As such, a CLIENT may have paid for a project up to a particular approval milestone, however HOST / DEVELOPER may have completed additional work beyond the approval milestone for which the HOST / DEVELOPER is entitled to collect. No production or collateral materials will be provided to CLIENT unless paid for. Under no circumstance is CLIENT, relieved from any contractual responsibility. If it has been requested of CLIENT to produce specific collateral, and such collateral has not been produced within 15 calendar days of said request, HOST / DEVELOPER shall have the right to postpone development and reschedule production. Furthermore, HOST / DEVELOPER shall be entitled to collect for monthly fees stipulated in the Payment Authorization / Fee Schedule if said website is hosted on either a live server or a development server.

(C) Project Continuance Due To Lack of Collateral: If website production is halted due to lack of collateral provided by CLIENT, the HOST / DEVELOPER at his own discretion, may move forward with project. To expedite, HOST / DEVELOPER may specifically advance with the following:

- i) Purchase and use a domain name (uniform resource locator) on behalf of the CLIENT if CLIENT does not provide proper domain name information within 1 business day of request. HOST / DEVELOPER purchased domain name shall become the main domain name and any/all domain names provided by CLIENT shall serve as redirects.
- ii) HOST / DEVELOPER may develop website content at his own discretion if website content is not provided by CLIENT within requested time frame. HOST / DEVELOPER shall provide CLIENT with content management access so that CLIENT may edit content at CLIENT's discretion. HOST / DEVELOPER is not responsible for validity of content. Content is merely placed onto website for cosmetic purposes. HOST / DEVELOPER is not responsible for content uniqueness and CLIENT holds HOST / DEVELOPER harmless and defends HOST / DEVELOPER from any claims of plagiarism.
- iii) If CLIENT does not provide a logo within the requested time period, HOST / DEVELOPER shall place CLIENT's name in block text font onto the website in place of the logo. HOST / DEVELOPER shall replace the text font upon receipt of a properly coded logo.
- iv) To expedite the development process, HOST / DEVELOPER reserves the right to utilize a generic Virtual Spokes Person, or a placeholder image, for the website. If CLIENT chooses to have a personalized Virtual Spokes person developed for the site, the Virtual Spokes Person video will be added upon completion of the video production. Under no circumstances shall the video production delay the website launch.

(D) Modification Method: During the production process, HOST / DEVELOPER or CLIENT may propose modifications to CLIENT's project in writing. Any proposed modification shall be agreed upon in writing by both parties prior to the performance of any work by HOST / DEVELOPER on such proposed modification and cost as well as development timeframe shall be adjusted by HOST / DEVELOPER.

(E) Additional Development Time: Written modifications may include any additional amount of time for the development of CLIENT's project, and the delivery schedule shall be delayed by the same amount of time. When such modifications are necessary for HOST / DEVELOPER to continue working on the development project, and when no other coding can be done during the interim, the delivery schedule shall also be delayed. Any delay, shall not result in the imposition of any set-off, liquidated damages, penalty or other liability against HOST / DEVELOPER/DEVELOPER during that additional period of additional development time.

(F) Coding: HOST / DEVELOPER shall create the code underlying CLIENT's project in accordance with the initial documentation.



(G) Final Acceptance: HOST / DEVELOPER may ask CLIENT to indicate its acceptance of the project in writing. If this is the case, and CLIENT does not respond to HOST / DEVELOPER final request for review within 2 business days, the project shall be deemed completed and final acceptance shall have been made. Furthermore, final payment constitutes approval of project. CLIENT EXPRESSLY WAIVES ANY RIGHT TO REVOKE ACCEPTANCE.

(i) Final Version: HOST / DEVELOPER may deliver CLIENT's completed PROJECT within *five (5)* business days after Client's Final Acceptance.

(ii) Deliverables: HOST / DEVELOPER's delivery of CLIENT's Final Version shall consist of HOST / DEVELOPER's posting of CLIENT's Website to HOST / DEVELOPER's live Internet server, development server, or delivering the produced project in person to the CLIENT's listed place of business. A refused or undeliverable delivery attempt shall constitute the project being completed.

3. FEES AND PAYMENT:

(A) Project Payment: CLIENT agrees to pay to HOST / DEVELOPER/DEVELOPER in the amount and timeframe specified in the Assumptions & Conditions Section as well as the Fee Schedule of the Agreement. Additional work deemed outside of the original scope (not on spec or update sheet) shall be billed at a rate of \$150/hr or at the rate approved by client on approval sheet. The Design Fee is not considered for any other services provided by HOST / DEVELOPER to CLIENT, and additional fees shall be paid by CLIENT to HOST / DEVELOPER for other services. All payments and other charges can be made by cash, corporate or personal check, bank check, certified funds, money order, VISA or MasterCard (where applicable). HOST / DEVELOPER reserves the right not to accept personal checks for any reason whatsoever. For a personal check to be accepted for payment, it must be fully printed with the check writer's name, address and phone number. The CLIENT must also provide social security number and show driver's license. The HOST / DEVELOPER will forward CLIENT account to a collection agency if payment for services rendered has not been collected within 15 calendar days. Upon submittal to a collection agency, The HOST / DEVELOPER shall assess an additional collection fee of \$500 or 35% of the total balance owed, whichever is greater.

(B) Refunds: Services paid for a month in which the CLIENT decides to cancel services early shall not be refunded. No refunds for work already completed. No refunds are given on initial deposits.

(C) Additional Fees: CLIENT recognizes that the interrelated nature of the internet and technology in general can cause periodic bugs to any website, CD, DVD, Video, Audio files, etc. Additional development work of the project, including the fixing of bugs, shall be performed by HOST / DEVELOPER if the original copy was functioning properly. Proper functioning of project shall be verified by CLIENT and acknowledged by final payment for project. CLIENT shall pay HOST / DEVELOPER \$150 per hour or the rate approved by client on approval sheet, for any work related to the fixing of bugs that are beyond the original scope of the project.

(B) Conformance with Final Approval: Any changes to the post-Final Acceptance modifications are billed as additional time and shall be paid by CLIENT at the rate of \$150.00 per Hour or the rate approved by client on approval sheet.

(C) Deviations from Final Specification Sheet: Where CLIENT's desired post-Final Acceptance modifications are to cause its Project to deviate from the Final Specification Sheet ("Improvements"), HOST / DEVELOPER shall be paid by CLIENT at the rate of \$150.00 per hour or the rate approved by client on approval sheet,. The parties agree that CLIENT is not obligated to engage the services of HOST / DEVELOPER for Improvements, and that HOST / DEVELOPER is not obligated to perform work on Improvements.

(D) Warranty: 12 months in conformance with original documentation and/or any approved changes that occurred during development process. No warranty for bugs, code, or programming related problems.

(E) HOST / DEVELOPER Not Liable for Caching. CLIENT expressly recognizes that some ISPs may continue to cache unmodified versions of CLIENT's Web Site after modifications or Improvements are made, and CLIENT expressly agrees to indemnify and hold HOST / DEVELOPER harmless for any damages caused by such caching.

4. COPYRIGHT AND INTELLECTUAL PROPERTY:



- (A) Reservation of Moral Right: CLIENT understands and agrees the HOST / DEVELOPER shall retain indefinite moral rights to the project referenced herein.
- (B) HOST / DEVELOPER's Retained Rights & Works Created by HOST / DEVELOPER: The parties expressly recognize that the Project is not a "work made for hire," that HOST / DEVELOPER is an independent contractor, and that HOST / DEVELOPER is not an employee, partner, joint author or joint venturer of CLIENT. As long as account is in good standing, CLIENT shall be deemed the sole owner of CGI, HTML Code, graphics and data, not including their attendant Intellectual Property Rights, that are created or acquired by HOST / DEVELOPER and incorporated into the project, or incorporated into any work embodying or derived from any portion of the Web Site. CLIENT shall be deemed the author and HOST / DEVELOPER of CLIENT's Domain Name, any graphics or data provided by CLIENT and incorporated into the project, or incorporated into any work embodying or derived from any portion of the project. This information may include copyrighted content, attached databases, training manuals, product information and/or logos.
- (C) Publicity and Demonstration Rights of CLIENT's Works: If CLIENT retains any rights in the project, CLIENT hereby expressly grants, assigns and otherwise transfers non-exclusively and in perpetuity to HOST / DEVELOPER, its successors and its assigns, the right to publicly perform or to publicly display the project only for the purposes of HOST / DEVELOPER marketing and advertising.
- (D) CLIENT's Retained Rights:
- (i) Works Created by CLIENT: CLIENT shall be deemed the author and owner of: CLIENT's Domain Name and its attendant Intellectual Property Rights; CLIENT's uniform resource locator, if any, and its attendant Intellectual Property Rights; and any graphics or data provided by CLIENT that are incorporated into the project or any work embodying or derived from any portion of the project.
 - (ii) Reproduction, Derivation, Performance and Display Rights of HOST / DEVELOPER's Works. HOST / DEVELOPER expressly grants, assigns and otherwise transfers non-exclusively and in perpetuity to CLIENT, its successors and its assigns, the right to reproduce, make derivative works, publicly perform or publicly display the project. HOST / DEVELOPER does not, however, assign to CLIENT the right to sublicense the project, nor any portion thereof.
 - (iii) No Solicitation of HOST / DEVELOPER's Employees: CLIENT agrees that it shall not solicit the employment of, nor hire, any of HOST / DEVELOPER's employees during the term of this Agreement, and for a period of *twelve (12)* months thereafter.

5. MONTHLY SERVICES:

(A) Fees and Maximum Data Transmission: CLIENT shall pay HOST / DEVELOPER the monthly fees set forth herein for a minimum time period of twelve (12) months that is commensurate with the amount of data transmitted from CLIENT's Web Site onto the Internet as well as any other agreed upon services agreed upon on the fee schedule. Unless prior cancellation was received and authorized by HOST / DEVELOPER, monthly services automatically renew upon the annual renewal date for a minimum time period of twelve (12) months. Non-payment of any outstanding balance for a period longer than 15 calendar days will cause a suspension of account work, updates, marketing and hosting.

(B) Monthly Fees / Maximum Monthly Data Transmission For Websites (Gigabytes): HOST / DEVELOPER will always notify CLIENT prior to charge increase. The current overage charge is \$20.00 for each additional gigabyte of monthly transmissions above allotted amount. HOST / DEVELOPER reserves the right to change the rates as set forth above upon *thirty (30)* days' notice. CLIENT shall pay the appropriate monthly fee in advance, and CLIENT shall be liable to pay the full month's fee, even if service is terminated before the end of the month for any reason. If CLIENT fails to pay all outstanding bills more than *seven (7)* days after the due date, CLIENT is liable for a *ten dollar (\$10.00)* administrative surcharge, and CLIENT may have its account suspended. If payment is returned or rejected, CLIENT's account will be suspended and CLIENT agrees to pay a *twenty-five dollar (\$25.00)* charge. Suspension of its account does not relieve CLIENT from its obligation to pay any and all accrued fees, charges and costs due to HOST / DEVELOPER. Suspended service may be resumed by HOST / DEVELOPER, at HOST / DEVELOPER's sole discretion, after HOST / DEVELOPER has received full payment of all amounts due, along with a reconnect charge of *twenty-five dollars (\$25.00)*. Past due



amounts are subject to an interest rate charge of *one and one-half percent (1.5%)* per month from the date of invoice, or the maximum rate permitted by law.

(C) Maximum Hard Disk Space: CLIENT shall be allotted megabytes of storage space on HOST / DEVELOPER's hard drive in the amount specified on this contract, which may be used to store CLIENT's Web Pages, ordering information and databases, and user communications. CLIENT shall pay *twenty-five dollars (\$25.00)* to HOST / DEVELOPER per month for each additional increment of *twenty-five (25)* megabytes stored.

(D) Domain Name:

- (i) Registration. Should CLIENT request the assistance of HOST / DEVELOPER to obtain a Domain Name, CLIENT shall pay *twenty five dollars (\$25.00)* to HOST / DEVELOPER, and HOST / DEVELOPER shall subsequently perform an availability search for, reserve and register CLIENT's desired Domain Name. HOST / DEVELOPER does not guarantee that CLIENT shall be assigned its desired name, and HOST / DEVELOPER is not responsible for any Domain Name that has been issued to any other entity.
- (ii) CLIENT's Warranty of Ownership and Non-Infringement. CLIENT expressly confirms and warrants that CLIENT is the HOST / DEVELOPER of, or is duly authorized by the HOST / DEVELOPER to use, any trademark or name requested or allocated as its Domain Name. CLIENT further warrants that neither CLIENT's nor HOST / DEVELOPER's use or registration of CLIENT's Domain Name constitutes infringement of any other entity's Intellectual Property Rights.
- (iii) CLIENT Indemnification of HOST / DEVELOPER. HOST / DEVELOPER shall not undertake to resolve any disputes or litigation on CLIENT's behalf involving Domain Name registration, and CLIENT agrees that it shall indemnify, hold HOST / DEVELOPER harmless and defend HOST / DEVELOPER against any disputes involving Domain Name use or registration.
- (iv) Jurisdictional Disputes. The parties expressly recognize that, where HOST / DEVELOPER is acting solely as CLIENT's Web HOST is not engaged in, and is not actively soliciting, interstate or international commerce. Where HOST / DEVELOPER is a named party to any type of dispute or litigation involving any acts by CLIENT that affect out-of-state persons or entities, CLIENT agrees that it shall indemnify, hold HOST / DEVELOPER harmless, defend HOST / DEVELOPER and challenge the jurisdiction of out-of-state authorities over HOST / DEVELOPER.

(E) Hit Statistics:

- (i) Monthly Reports. CLIENT may request HOST / DEVELOPER to issue a monthly report to CLIENT indicating the total number of hits to CLIENT's Web Site.
- (ii) Server Logs. CLIENT shall also have the right to review the raw data contained in HOST / DEVELOPER's server logs for any immediately preceding *one (1)* month period, provided that CLIENT pays HOST / DEVELOPER *\$150.00* per Hour or the rate approved by client on approval sheet, for HOST / DEVELOPER's time required to provide such information to CLIENT and info is available to HOST / DEVELOPER.
- (iii) No Liability for Cached Hits. CLIENT expressly recognizes that the actual number of hits to CLIENT's Web Site is lower than the numbers reported by HOST / DEVELOPER, due to caching of CLIENT's Web Site on the Internet. As such, CLIENT hereby indemnifies and holds HOST / DEVELOPER harmless for any damages caused by such caching.
- (iv) No Sub-Web Pages: CLIENT expressly agrees that it shall not permit any person or entity which is not affiliated with CLIENT to maintain any Web Page within CLIENT's Web Site.

(F) HOST / DEVELOPER's Duties:

- (i) Web Site Storage and Internet Link. HOST / DEVELOPER shall store CLIENT's Web Site on HOST / DEVELOPER's Internet server. The parties expressly recognize that Internet servers and links are susceptible to



crashes and down time. HOST / DEVELOPER warrants that it shall maintain a consistent link with the Internet, but HOST / DEVELOPER cannot and does not warrant that it shall maintain a continuous and uninterrupted link.

- (ii) *Bandwidth.* HOST / DEVELOPER agrees that it shall maintain a continued connection to the Internet, however, HOST / DEVELOPER does not warrant any response rate or download time.
- (iii) *Maintenance.* HOST / DEVELOPER may, at its own discretion, temporarily suspend all service for the purpose of repair, maintenance or improvement of any of HOST / DEVELOPER's systems. However, HOST / DEVELOPER shall provide prior notice where it is reasonably practicable under the circumstances, and HOST / DEVELOPER shall restore service as soon as is reasonably practicable. CLIENT shall not be entitled to any setoff, discount, refund or other credit, in case of any service outage which is beyond HOST / DEVELOPER's control or which is reasonable in duration.
- (iv) *Security.* The parties expressly recognize that it is impossible to maintain flawless security, but HOST / DEVELOPER shall take reasonable steps to prevent security breaches in HOST / DEVELOPER's server interaction with CLIENT and security breaches in HOST / DEVELOPER's server interaction with resources or users outside of any firewall that may be built into HOST / DEVELOPER's server. However, CLIENT is solely responsible for preventing password protected pages within its Web Site from being automatically indexed and linked to search engine Robots or Spiders. CLIENT is solely responsible for any damage caused by such unauthorized access, and CLIENT indemnifies and holds HOST / DEVELOPER harmless for any compromise of CLIENT's security.
- (v) *Privacy.* Message and data encryption is currently not available. Thus CLIENT is solely responsible for Web Site security, and CLIENT indemnifies and holds HOST / DEVELOPER harmless for any compromise of CLIENT's security measures. CLIENT may select such security measures by installing an SSL cert.
- (vi) *Caching Permitted by HOST / DEVELOPER:* CLIENT expressly grants to HOST / DEVELOPER a license to cache the entirety of CLIENT's Web Site in RAM, CLIENT expressly agrees that such caching is also deemed "fair use" under the United States Copyright Act, and CLIENT expressly agrees that such caching is not an infringement of any of CLIENT's Intellectual Property Rights.
- (vii) *Export Control:* CLIENT agrees that its Project shall comply with all export, re-export or import laws and regulations of any jurisdiction from which CLIENT's Project is transmitted or accessed. CLIENT agrees that it shall obtain written authority from all appropriate governmental bodies, if CLIENT intends at any time to re-export any items originating from that jurisdiction to any proscribed destination. CLIENT shall indemnify HOST / DEVELOPER, hold HOST / DEVELOPER harmless and provide a defense to HOST / DEVELOPER for any such compromise of CLIENT's security.

6. ORDER AND PAYMENT INFORMATION FORWARDING:

- (A) Order Retrieval and Transmission: CLIENT is solely responsible for the security and proper use of the password, and must take all necessary steps to ensure that the password is kept confidential, secure, used properly and not disclosed to unauthorized people. CLIENT shall immediately notify HOST / DEVELOPER, if there is any reason to believe that the password has become known to someone not authorized to use it.
- (B) CLIENT Shall Process Orders and Payments: CLIENT shall be solely responsible for shipping user orders and collecting user payments.
- (C) CLIENT Warranties and Indemnification: CLIENT confirms and warrants that CLIENT is the sole provider of CLIENT's goods or services, that HOST / DEVELOPER is merely CLIENT's Internet communication medium, and that HOST / DEVELOPER is not CLIENT's selling agent, distributor, marketer or other affiliate. CLIENT confirms and warrants that CLIENT shall not offer or sell any goods or services that are illegal in light of the purchaser's age, jurisdiction or other circumstance, that infringe any rights of others, or that are defective. CLIENT hereby indemnifies HOST / DEVELOPER, holds it harmless, and agrees to defend HOST / DEVELOPER against any liability which may arise from CLIENT's provision of any goods or services through HOST / DEVELOPER's Internet facilities.



7. INTERNET SERVICE PROVIDER AGREEMENT:

- (A) Email Internet Account and Access: HOST / DEVELOPER shall provide to CLIENT a user name and e-mail address to be used exclusively for communications relating to activity on the website. CLIENT shall be permitted unlimited Internet usage, and shall be limited to *ten (10)* megabytes of hard disk space for e-mail storage on HOST / DEVELOPER's server. CLIENT is solely responsible for the security and proper use of the password, and must take all necessary steps to ensure that the password is kept confidential, secure, used properly and not disclosed to unauthorized people. CLIENT shall immediately notify HOST / DEVELOPER, if there is any reason to believe that the password has become known to someone not authorized to use it.
- (B) Email Activity at CLIENT's Peril: The parties expressly recognize that HOST / DEVELOPER cannot and does not guarantee or warrant that emails sent to server are free of infection, viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. CLIENT agrees that it shall be solely responsible for implementing sufficient procedures to satisfy CLIENT's particular requirements for accuracy of data input and output, and for maintaining a means external to HOST / DEVELOPER for the reconstruction of any lost data. The parties also expressly recognize that the Internet contains unedited materials, some of which are unlawful, indecent, or offensive to CLIENT, and access to such materials by CLIENT is done at CLIENT's sole risk. CLIENT is solely responsible, and shall take reasonable steps to prevent and rectify any issues relating to but not limited to spamming, spoofing and phishing. CLIENT further understand that any attacks or activity arising out of such spamming, spoofing and phishing may cause the website to slow down or crash. The HOST / DEVELOPER retains the right to utilize any reasonable measures, including but not limited to suspension of CLIENT hosting without notice, to stop any such attack.
- (C) Hosting Fees: CLIENT shall pay to HOST / DEVELOPER monthly hosting fee in advance for CLIENT's Internet account and access. HOST / DEVELOPER reserves the right to change the monthly rate upon *thirty (30)* days' notice. CLIENT shall be liable to pay the full month's fee, even if service is terminated before the end of the month for any reason. If CLIENT fails to pay all outstanding bills more than *fifteen (15)* days after the due date, CLIENT is liable for a *ten dollar (\$10.00)* administrative surcharge, and CLIENT may have its account suspended. If payment is returned or rejected, CLIENT's account will be suspended and CLIENT agrees to pay a *twenty-five dollar (\$25.00)* charge. Suspension of its account does not relieve CLIENT from its obligation to pay any and all accrued fees, charges and costs due to HOST / DEVELOPER. Suspended service may be resumed by HOST / DEVELOPER, at HOST / DEVELOPER's sole discretion, after HOST / DEVELOPER has received full payment of all amounts due, along with a reconnect charge of *twenty-five dollars (\$25.00)*. Past due amounts are subject to an interest rate charge of *one and one-half percent (1.5%)* per month from the date of invoice, or the maximum rate permitted by law. CLIENT agrees to pay all costs of collection, including attorney fees and collection agency fees. **WORTHLESS CHECK CHARGE - CLIENT IS HEREBY ADVISED THAT GIVING A WORTHLESS CHECK IS A CRIMINAL ACT AND HOST / DEVELOPER WILL VIGOROUSLY PURSUE ITS RIGHTS AND REMEDIES UNDER THE LAWS OF THE STATE OF FLORIDA.**
- (D) CLIENT Agrees to Abide by HOST / DEVELOPER Operating Policies: CLIENT agrees that it shall abide by HOST / DEVELOPER'S operating policies, which may be amended from time to time at HOST / DEVELOPER's sole discretion, and CLIENT agrees to indemnify, hold harmless and provide a defense for HOST / DEVELOPER against any claims arising from CLIENT's failure to follow these guidelines:
- (i) CLIENT agrees not to post or transmit any message anonymously or under a false name.
 - (ii) CLIENT agrees not to post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person.
 - (iii) CLIENT agrees not to post or transmit any message, data, image or program which is illegal, indecent, obscene or pornographic.
 - (iv) CLIENT agrees not to post or transmit any message, data, image or program that would violate the Intellectual Property Rights of others.
 - (v) CLIENT agrees not to interfere with use of the Internet by any other HOST / DEVELOPER CLIENTS or other users.



- (vi) CLIENT agrees not to post or transmit any file which contains viruses, worms, "Trojan horses" or any other destructive features, regardless whether damage is intended or unintended by CLIENT.
- (vii) CLIENT agrees not to post or transmit any message which is harmful, threatening, abusive or hateful.
- (viii) CLIENT agrees not to post or list articles which are off-topic, according to the description of the newsgroup.
- (ix) CLIENT agrees not to list or send unsolicited mass e-mailings to more than *twenty-five (25)* e-mail users, if such unsolicited e-mailings provoke complaints from the recipients.
- (x) CLIENT agrees that it shall be solely responsible for providing its own connection to internet via a telecommunications service, and that it shall be solely responsible for providing a suitable computer, modem and other hardware or communications equipment necessary to access internet.
- (xi) CLIENT agrees that its account shall be used solely by CLIENT. Regardless whether CLIENT has actual control over the acts of third parties, CLIENT agrees that it has the last clear chance to avoid usage by third parties, and CLIENT indemnifies and holds HOST / DEVELOPER harmless for their usage.
- (xii) HOST / DEVELOPER's Monitoring and Termination Rights: The parties expressly recognize that HOST / DEVELOPER cannot and does not screen content provided by any Internet users of the Service, however, the parties agree that HOST / DEVELOPER has the right, but not the obligation, to remove from its server or block access over the Internet to any communications and materials that HOST / DEVELOPER believes, in its sole discretion, violate any of the policies enunciated in the agreement, or any laws of any jurisdiction served by HOST / DEVELOPER. The parties also agree that HOST / DEVELOPER may, in its sole discretion, terminate CLIENT's account for any violation of the policies above.

(E) HOST / DEVELOPER's Duties:

- (i) *Internet Link*. HOST / DEVELOPER shall provide a consistent link with the Internet, but HOST / DEVELOPER cannot a does not warrant that it shall maintain a continuous and uninterrupted link due to power failure or equipment failures at the HOST / DEVELOPER's office, datacenter.
- (ii) *Bandwidth*. HOST / DEVELOPER agrees that it shall maintain a dedicated connection to the Internet.
- (iii) *Processor Capacity*. HOST / DEVELOPER agrees that its servers shall, on the average, operate at adequate processor capacity, nonetheless CLIENT understands and acknowledges that mechanical parts can and will fail, necessitating repair and down-time.
- (iv) *Power Backup*. A backup power supply shall enable the servers to operate for a limited amount of time (30min +/-) in case of power failure. Any power failures exceeding 30 minutes will cause the server and the website to go down. CLIENT acknowledges this fact and shall hold HOST / DEVELOPER harmless from any such downtime or any perils this may cause to CLIENT's site and / or general business operation.
- (v) *Server Backup*. Unless oherwise specified HOST/DEVELOPER shall provide standard backup services on a weekly basis. It is clients responsibility to backup and protect any electronic communications. Furthermore, CLIENT may elect to have website backed-up more frequently if CLIENT deems this necessary. Additional backup services are available upon request for a fee.
- (vi) *Maintenance*. HOST / DEVELOPER may, at its own discretion, temporarily suspend all service for the purpose of repair, maintenance or improvement of any of HOST / DEVELOPER's systems. However, HOST / DEVELOPER shall provide prior notice where it is reasonably practicable under the circumstances, and HOST / DEVELOPER shall restore service as soon as is reasonably practicable. CLIENT shall not be entitled to any setoff, discount, refund or other credit, in case of any service outage which is beyond HOST / DEVELOPER's control or which is reasonable in duration.

(F) Project Design:



- (i) *HOST / DEVELOPER is Sole Creator.* HOST / DEVELOPER is the sole creator of any project designed by HOST / DEVELOPER, except for those graphics and data supplied by CLIENT and/or Third Party, and that neither HOST / DEVELOPER's work nor entering into this agreement will impair or violate anyone else's Intellectual Property Rights.
- (ii) *Web Site May Function with Many Browsers.* The Web Site shall be prepared in a workmanlike manner, and the Web Site will function in conjunction with properly configured web browsers including, but not limited to, Mozilla, Netscape and Internet Explorer 6.0 or older. HOST / DEVELOPER does not warrant any functionality including but not limited to browser loading and email transmission on the Smartcity, AOL nor any C-LEC provider.

8. DISCLAIMERS:

- (A) Liability Limitations: The goods and services provided by HOST / DEVELOPER are provided ACCORDING TO CLIENT'S SPECIFICATIONS. As such, HOST / DEVELOPER is not responsible for the overall business or success or failure including but not limited to: (1) MERCHANTABILITY; (2) FITNESS FOR A PARTICULAR PURPOSE; (3) EFFORT TO ACHIEVE PURPOSE; (4) QUALITY OF SERVICE OR PRODUCT; (5) ACCURACY OF SERVICE OR PRODUCT; (6) NON-INFRINGEMENT; AND (7) TITLE. CLIENT AGREES THAT ANY EFFORTS BY HOST / DEVELOPER TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS, AND THAT ANY HOST / DEVELOPER WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. CLIENT FURTHER AGREES THAT HOST / DEVELOPER SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF HOST / DEVELOPER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT. MODIFICATIONS MADE TO CLIENT'S PROJECT BY CLIENT OR ANY THIRD PARTY VOIDS ANY REMAINING EXPRESS OR IMPLIED WARRANTIES. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Client. In such jurisdictions, HOST / DEVELOPER's liability is limited to the greatest extent permitted by law.
- (B) HOST / DEVELOPER Not Liable for Delays or Defaults: HOST / DEVELOPER shall not be liable for delays or defaults in furnishing goods or services hereunder, if such delays or defaults on the part of HOST / DEVELOPER are due to:
 - (i) Acts of God or of a public enemy;
 - (ii) Acts of the United States or any state or political subdivision thereof;
 - (iii) Fires, severe weather, floods, earthquakes, natural disasters, explosions or other catastrophes;
 - (iv) Embargoes, epidemics or quarantine restrictions;
 - (v) Shortage of goods, labor strikes, slowdowns, differences with workmen or labor stoppages of any kind;
 - (vi) Delays of supplier or delay of transportation for any reason;
 - (vii) Causes beyond the control of HOST / DEVELOPER in furnishing items or services including, but not limited to, breakdown or failure of machinery or equipment, or delay in Client reporting problems or furnishing information or materials.

Acceptance of delivery of goods or services shall constitute a waiver and release of HOST / DEVELOPER by CLIENT for any claim for damages, setoff, discount or other liability on account of delay.

- (C) Third Party Transactions at CLIENT's Peril: The parties expressly recognize that HOST / DEVELOPER does not operate, control or endorse any information, products or services on the Internet or any project or item produced, and that any entities that do offer such information, products or services are not affiliated with HOST / DEVELOPER does



not make any express or implied warranties, representations or endorsements TO CLIENT OR ANY THIRD PARTY whatsoever with regard to any information, products or services provided through HOST / DEVELOPER AND OBTAINED OR CONTRACTED OVER the Internet, including, without limitation, warranties of: (1) MERCHANTABILITY; (2) FITNESS FOR A PARTICULAR PURPOSE; (3) EFFORT TO ACHIEVE PURPOSE; (4) QUALITY; (5) ACCURACY; (6) NON-INFRINGEMENT; AND (7) TITLE. HOST / DEVELOPER shall not be liable TO CLIENT OR ANY THIRD PARTY for any cost or damage arising either directly or indirectly from any transaction involving third parties' information, products or services. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to CLIENT. In such jurisdictions, HOST / DEVELOPER's liability is limited to the greatest extent permitted by law.

(D) Downloading of Data or Files at CLIENT's Peril: The parties expressly recognize that HOST / DEVELOPER cannot and does not guarantee or warrant that files available for downloading through HOST / DEVELOPER will be free of infection, viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. CLIENT agrees that it shall be solely responsible for implementing sufficient procedures to satisfy CLIENT's particular requirements for accuracy of data input and output, and for maintaining a means external to HOST / DEVELOPER for the reconstruction of any lost data. The parties also expressly recognize that the Internet contains unedited materials, some of which are unlawful, indecent, or offensive to CLIENT, and access to such materials by CLIENT is done at CLIENT's sole risk.

9. TERMINATION:

(A) Termination by HOST / DEVELOPER:

- (i) *No Cause*. HOST / DEVELOPER reserves the right to, and CLIENT agrees that HOST / DEVELOPER may, terminate any and all services to Client for no cause and without any reason upon *five (5) days'* notice.
- (ii) *Cause*. HOST / DEVELOPER reserves the right to, and CLIENT agrees that HOST / DEVELOPER may, cancel this Agreement and terminate any and all services to CLIENT immediately, and without prior notice, in the event that CLIENT fails to fulfill any material obligation contained in this Agreement. HOST / DEVELOPER RESERVES THE RIGHT TO USE SELF-HELP TO THE GREATEST EXTENT PERMITTED UNDER THE LAW, INCLUDING, BUT NOT LIMITED TO, ELECTRONIC REMEDIES.

(B) Termination by CLIENT: CLIENT may terminate its Web hosting or any other service agreement for any reason upon *five (5) day's* notice prior to any service renewal period. A cancellation does not release CLIENT of any financial obligation set forth herein, and CLIENT shall be deemed responsible to pay for the remaining timeperiod left on the service agreement prior to release of website collateral and files by HOST / DEVELOPER. CLIENT may not terminate any Web Site Development agreement without HOST / DEVELOPER's written consent. CLIENT shall pay HOST / DEVELOPER for any work completed under this agreement up to the termination date. All terminations have to be provided in writing via facsimile or mail. HOST / DEVELOPER, at his own discretion, may elect to require the signing of a website release agreement. Effective date of termination is date received. Should cancellation occur during initial website development period CLIENT furthermore agrees to pay a \$500 project development termination fee.

(C) Post-Termination Rights:

- (i) *Fees Owed to HOST / DEVELOPER*. After termination by any party for any reason, HOST / DEVELOPER shall retain the right to recover all accrued charges due and owing by CLIENT to HOST / DEVELOPER, and CLIENT agrees that it waives any right it may have against HOST / DEVELOPER to offset fees payable by CLIENT to HOST / DEVELOPER.
- (ii) *Production Code*. CLIENT's developed and paid work is backed and provided to CLIENT upon written request.
- (iii) *No Forwarding Notice and Hyperlink*. Immediately upon termination CLIENT shall notify HOST / DEVELOPER of its new Web Site address, if any. Upon termination of hosting account, client understands that HOST / DEVELOPER is not responsible to provide any forwarding in notices or hyperlinks regarding CLIENT's site.



10. NON-PAYMENT:

Failure of CLIENT to pay for any agreed upon services, sales tax, and/or other charges when due constitutes a default by CLIENT & HOST / DEVELOPER shall be entitled to all rights & remedies provided by law & all rights as set forth under Florida Law. The HOST / DEVELOPER may use a collection agency to recover any balance owed by CLIENT.

WORTHLESS CHECK CHARGE - CLIENT IS HEREBY ADVISED THAT GIVING A WORTHLESS CHECK IS A CRIMINAL ACT & THAT HOST / DEVELOPER WILL VIGOROUSLY PURSUE ITS RIGHTS & REMEDIES UNDER THE LAWS OF THE STATE OF FLORIDA.

11. DELEGATION OF DUTIES:

The parties recognize that CLIENT has retained HOST / DEVELOPER's services for HOST / DEVELOPER's unique development capabilities. As such, HOST / DEVELOPER may delegate duties under this agreement to any person deemed suitable for development of this project.

12. CONFIDENTIAL INFORMATION:

- (A) Confidentiality: The parties recognize that each shall come into possession of information that comprises valuable trade secrets and other confidential information ("Confidential Information") which is exclusively owned by the conveying party. Both parties expressly recognize that Confidential Information is being conveyed to them under conditions of confidentiality, and agree that they shall not disclose Confidential Information to any third party during the term of this Agreement, and for a period of *five (5)* years following the termination or expiration of this Agreement. The parties may, however, disclose Confidential Information only to their employees who need to know Confidential Information in order to assure the parties' compliance with the other terms and conditions of this Agreement.
- (B) Non-Competition: CLIENT agrees that, during the term of this Agreement and for a period of *two (2)* years following the termination or expiration of this Agreement, CLIENT shall not undertake to design any Web Sites for any third party.
- (C) Employees: The parties recognize that the other's employees are uniquely qualified for their jobs, and that the identity of both parties' employees is Confidential Information. Therefore, the parties agree that, during the term of this Agreement and for a period of *two (2)* years following the termination or expiration of this Agreement, neither party shall solicit the employment of, nor employ, any of the other party's employees.

13. REMEDIES:

The failure of either party to seek relief for the other party's breach of any duty under this Agreement, shall not waive any right of the non-breaching party's to seek relief for any subsequent breach.

14. MEDIATION & ARBITRATION:

Any dispute concerning the parties' duties under this Agreement which the parties cannot resolve within *fifteen (15)* calendar days of initial complaint, shall be referred to mediation. Any dispute the parties can not resolve in mediation, shall be directed to binding arbitration administered by, and pursuant to the rules of, the American Arbitration Association ("AAA") in the County of Orange, in the State of Florida, with all expenses being shared equally by the parties. Judgment upon any AAA award may be entered in any court having jurisdiction. Any costs incurred in the enforcement of the arbitration award shall be paid by the party against whom enforcement is sought.

15. GOVERNING LAW AND JURISDICTION:

The construction, validity and performance of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, and the parties expressly waive its choice of law rules. The parties agree that venue and jurisdiction for any litigation arising out of, related to, or regarding the validity of, this Agreement shall lie in the County of Orange, State of Florida.

16. NOTICE:

All notices as required by this agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and "return receipt" requested.

All Notices to: HOST / DEVELOPER shall be addressed and delivered to:
The Outer Limit Studios
3586 Aloma Ave., Suite 14
Winter Park, FL 32792



Termination Notices transmitted by CLIENT orally or by electronic means shall be deemed insufficient notice unless written permission was obtained by HOST / DEVELOPER prior. IT SHALL BE THE DUTY OF THE CLIENT TO FURNISH THE HOST / DEVELOPER, IN WRITING, ANY CHANGE OF ADDRESS. Furthermore, HOST / DEVELOPER will require the authorization of a release agreement prior to website release to CLIENT or a third party.

17. ENTIRE AGREEMENT:

This Agreement and any Attachments supersede any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this Agreement contains all of the covenants and agreements between the parties with respect thereto. This Agreement may be amended or modified only in writing, and shall be effective only after affixation of both parties' signatures.

18. SEVERABILITY:

If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect.

19. INDEMNIFICATION:

HOST / DEVELOPER shall not undertake to resolve any disputes or litigation on CLIENT's behalf involving any part of this agreement and/or any of the services rendered by HOST / DEVELOPER. CLIENT agrees that it shall indemnify, hold HOST / DEVELOPER harmless and defend HOST / DEVELOPER against any disputes involving any of the services provided to CLIENT by HOST / DEVELOPER. In addition, CLIENT shall hold HOST / DEVELOPER harmless and defend HOST / DEVELOPER against any disputes involving internet fraud, credit card fraud and/or any other services performed by CLIENT. CLIENT's indemnification of HOST / DEVELOPER under this agreement shall survive any termination of this Agreement.

20. PREVAILING PARTY ATTORNEY'S FEES:

In case of any dispute that may not be resolved through mediation, both parties hereby agree to pay the prevailing parties attorney fees. Such fees may include any and all costs involved in the legal proceedings of the dispute including but not limited to court fees and/or attorney fees.

21. INSURANCE:

CLIENT agrees to obtain and maintain during the term of this Agreement all insurance coverage necessary to guard against all risks of loss that may arise out of, or relating to, this Agreement, including business interruption insurance.

22. CAPTIONS:

Captions contained in this Agreement are for reference purposes only, and are not intended by either party to describe, interpret, define, broaden or limit the scope, extent or intent of the Agreement or any of its provisions.

23. KNOWING CONSENT AND AUTHORITY TO CONSENT:

The parties knowingly and expressly consent to the foregoing terms and conditions. Each signatory willingly and voluntarily is entering into this Agreement on behalf of its respective party, and is authorized to enter into this agreement on behalf of its respective party.

24. WAIVER:

No waiver by HOST / DEVELOPER, or its agents of any breach or default in the performance of any covenant, condition or term contained herein shall constitute a waiver of any subsequent breach in the performance of the same or any other covenant, condition or term hereof.

25. CHANGE OF TERMS:

All terms of this Agreement, charges and conditions are SUBJECT TO CHANGE with notice. Notice shall be given by certified mail only. If changed, the CLIENT may terminate this Agreement on the effective day of the change. If the CLIENT does not terminate this Agreement within ten (10) calendar days of said change, the change shall become effective and apply to this agreement.

26. SUCCESSION:



All of the provisions hereof shall apply to, bind, and be obligatory upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.

27. WAIVER OF JURY TRIAL:

The parties shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this agreement, the relationship of the CLIENT and HOST / DEVELOPER, CLIENTS use of project, and/or any claim of injury or damage.

28. EXCLUSION OF ALL WARRANTIES:

The agents and employees of HOST / DEVELOPER are not authorized to make warranties about the services referred to in this Agreement. HOST / DEVELOPERS' agents' and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by the CLIENT, and are not part of this Agreement. The entire Agreement and understanding of the parties hereto is embodied in this writing, and NO OTHER WARRANTIES are given beyond those set forth in this Agreement. The parties hereto agree that the IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, and all other warranties express or implied, ARE EXCLUDED from this transaction and shall not apply to the agreement, services and facilities referred to herein.