

Terms and Conditions

HOSTING SERVICES AGREEMENT

This Hosting Services Agreement (the "Agreement"), effective on date of acceptance as noted in the associated project proposal (Effective Date), is made and entered into between LogicalSolutions.net, Inc. a New York company, with an address at 1100 Pittsford Victor Road, Pittsford, New York, 14534 (the "Provider") and client as noted in the associated project proposal (the "Client").

NOTWITHSTANDING, BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AS WELL AS ALL ACCEPTABLE USE POLICIES INCORPORATED BY REFERENCE.

1. Services. LogicalSolutions.net will provide to the Customer hosting Services (the "Services") indicated on an approved Service Order.
2. Fees. You agree to pay for all charges attributable to your use of the Services at the then current LogicalSolutions.net prices, which shall be exclusive of any applicable taxes. You are responsible for the payment of all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the Services.
3. Term. The term of this agreement shall commence as of the date this Agreement is accepted by LogicalSolutions.net (the "Effective Date") and extends from the Service Commencement Date for the number of months specified on the reverse of this form (the "Initial Term"). Upon expiration of the Initial Term, this Agreement will automatically renew for successive terms of the same number of months as the Initial Term unless a written notice of cancellation is given by either party at least 30 days prior to the expiration of the then current term. Pricing for each renewal term shall be at LogicalSolutions.net then current pricing.
4. Termination. Contract, such termination shall be customer's sole and exclusive remedy in case of a material breach of this Contract by LogicalSolutions.net.

4.1 Cancellation requests are the sole responsibility of the client and must be submitted via the following web address <http://logicalsolutions.net/cancel/> in order to be considered a valid and legal request for cancellation of services.

4.2 If the Client unilaterally and prematurely terminates this agreement, all monies for both the deposit and/or any other work completed or in progress over and above the deposits become immediately due.

4.3 Unused monies, typically in the form of a deposit will be refunded to said clients upon request for termination provided that the request is made in the same fiscal year as the deposit, running Jan-Dec. Once company books are closed for that fiscal year on Dec 31st all requests for refunds for prior years unused monies will be handled in the form of company credits be they development, creative or hosting services of equal value.

4.4 Those conditions that by their nature outlast this Agreement, including, but not limited to, the "Limitation of Liability" "Price and Payment" and "Ownership" sections, shall remain in effect after the termination of this Agreement.

5. Customer Obligations. During the term of this Contract, Customer shall have the following obligations, in addition to those set forth elsewhere in this Contract.
 - 5.1. Charges. You agree to pay for all charges attributable to your use of the Services at the price(s) indicated in your current Service Order Agreement, which shall be exclusive of any applicable taxes. You are responsible for the payment of all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the Services.
 - 5.2. Payment. All charges for Services must be paid in advance according to the then current prices applicable to the Services. Upon entering this Agreement, you must choose to pay either by direct charge to a credit or debit card unless presented another option by the Provider. If you choose to pay by credit or debit card upon registering for the Services, you thereby authorize LogicalSolutions.net to charge your credit or debit card to pay for any charges that may apply to your account. You must notify the Provider of any changes to your card account (including, without limitation, applicable account number or cancellation or expiration of the account), your billing address, or any information that may prohibit the Provider from charging your account. The Provider may also create periodic invoices for any applicable Supplemental Charges associated with your use of the Services. You agree to pay the Provider the amount indicated in each invoice by the due date reflected on that invoice. If you fail to pay any fees and taxes by the applicable due date for credit card or invoice payments, late charges of the lesser of one and one-half per cent (1.5%) per month or the maximum allowable under applicable law but at no time less than \$15 shall also become payable by you to the Provider. In addition, your failure to fully pay any fees and taxes within five (5) days after the applicable due date will be deemed a material breach of this Agreement, and the Provider may, in addition to any other remedy it may have: (i) suspend its performance of the Services and/or terminate this Agreement; and/or (ii) At the time of such nonpayment, LogicalSolutions.net may, delete any and all content from the Provider's Servers. Any such suspension or termination of the Services would not relieve you from paying past due fees plus interest. In the event of collection enforcement, you will be liable for any costs associated with such collection, including, without limitation, reasonable attorneys' fees, court costs and collection agency fees.
 - 5.3. Material and Product Requirements. Unless agreed in a separate document, you must ensure that all material and data placed on LogicalSolutions.net's equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation by LogicalSolutions.net. If your material is not "server-ready", LogicalSolutions.net has the option at any time to reject this material. LogicalSolutions.net will notify you of its refusal of the material and afford you the opportunity to amend or modify the material to satisfy the needs and/or requirements of LogicalSolutions.net. Use of the Services requires a certain level of knowledge in the use of Internet languages, protocols and software. This level of knowledge varies depending on the anticipated use and desired content of your Web site. You must have the necessary knowledge to create and maintain a Web site. It is not LogicalSolutions.net's responsibility to provide this knowledge or customer support outside of the Services agreed to by you and LogicalSolutions.net. This does not apply to correctness or usability of content.
 - 5.4. Content and Conduct. Client is solely responsible for the content of any postings, data or transmissions using the Services (the Content), or any other use of the Services by Client or by any person or entity Client permits to access the Services (a User). Client agrees to comply with all laws, rules, regulations and LogicalSolutions.net's Acceptable Use Policy (AUP). The AUP is incorporated herein by the reference and may be updated from time to time by LogicalSolutions.net in its sole discretion. Client acknowledges that it has read and

understands the current version of the AUP and that Client has an obligation to periodically review the AUP from time to time.

5.5. IF CUSTOMER FAILS TO COMPLY WITH THE OBLIGATIONS SET FORTH IN SECTION 5.1, SECTION 5.2, SECTION 5.3 AND/OR SECTION 5.2, LOGICALSOLUTIONS.NET SHALL INFORM CUSTOMER THEREOF AND RESERVES THE RIGHT TO SUSPEND THE SERVICES UNTIL SUCH FAILURE IS REMEDIED. NOTWITHSTANDING THE FOREGOING, THE FAILURE OF CUSTOMER TO COMPLY WITH THE OBLIGATIONS SET FORTH IN THIS SECTION 5 MAY BE DEEMED A MATERIAL BREACH OF THIS AGREEMENT.

6. Service Policies.

6.1. Client System Administrator. System administration is not included in the Services provided by LogicalSolutions.net to Client under this Agreement unless specifically indicated in the service order. Client is solely responsible for all management of the server. LogicalSolutions.net will provide Client with server and will install operating system software provided by Client as indicated on the Service Order. Client agrees to install any updates and patches to the operating system.

6.2. IP Addresses. LogicalSolutions.net may designate for Client's use on a temporary basis the number of Internet Protocol Address (IP Addresses) specified on the Service Order from the address space assigned to LogicalSolutions.net. Client acknowledges that the IP Addresses are the sole property of LogicalSolutions.net, and are temporarily designated for Client's use as part of the Services, and are not portable. LogicalSolutions.net reserves the right to change the IP Addresses designations at any time. LogicalSolutions.net shall use reasonable efforts to minimize inconvenience to Client resulting from such changes, and shall give the Client reasonable notice of changes. Client agrees that it will have no right to use IP Addresses assigned to LogicalSolutions.net upon termination of this Agreement, and that any change in IP Addresses Client may need to make after termination of the Agreement shall be the sole responsibility of Client.

6.3. Bandwidth. The service Order sets forth the monthly amount of Bandwidth to be provided by LogicalSolutions.net to Client under this Agreement. Client is solely responsible for monitoring its Bandwidth consumption. If Client's Bandwidth usage exceeds the amount set forth on the Service Order, Client hereby authorizes LogicalSolutions.net to charge the credit card number provided on the Service Order for additional block of Bandwidth equivalent in size to that originally purchased, OR to issue an invoice to the Client for said amount. The rates for additional Bandwidth shall be as published on LogicalSolutions.net's website. In the event that a credit card charge for excess Bandwidth fails or is denied for any reason, LogicalSolutions.net may suspend any or all Services to the Client. If Client has not provided a credit card number for payment of the Services provided hereunder, Client must pay any excess Bandwidth fees in advance to avoid a suspension of all or part of the Services. Any suspension of Services does not release

7. Enforcement.

7.1. Investigation of Violations. The provider may investigate any reported or suspected violation of this Agreement, its policies or any complaints and take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, customers and/or third parties. The provider will not access or review the contents of any e-mail or similar stored electronic communications except as required or permitted by applicable law or legal process.

7.2. Actions. The provider reserves the right and has absolute discretion to restrict or remove from its servers any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or potentially in

violation of any laws. If we become aware of any possible violation by you of this Agreement, any related policies or guidelines, third party rights or laws, the provider may immediately take corrective action, including, but not limited to, (a) issuing warnings, (b) suspending or terminating the Service, (c) restricting or prohibiting any and all uses of content hosted on the Provider's systems, and/or (d) disabling or removing any hypertext links to third party Web sites, any of your content distributed or made available for distribution via the Services, or other content not supplied by LogicalSolutions.net which, in the Provider's sole discretion, may violate or infringe any law or third-party rights or which otherwise exposes or potentially exposes the Provider to civil or criminal liability or public ridicule. It is the Provider's policy to terminate repeat infringers take corrective action. However, does not obligate the Provider to monitor or exert editorial control over the information made available for distribution via the Services. If the provider takes corrective action due to such possible violation, the provider shall not be obligated to refund to you any fees paid in advance of such corrective action.

7.3. Disclosure Rights. To comply with applicable laws and lawful governmental requests, to protect the Provider's systems and customers, or to ensure the integrity and operation of the Provider's business and systems, the Provider may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e., name, e-mail address, etc.), IP addressing and traffic information, usage history, and content residing on LogicalSolutions.net's servers and systems. The Provider also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties.

8. Ownership.

8.1. LogicalSolutions.net Materials and Intellectual Property. All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by LogicalSolutions.net or its suppliers or agents pursuant to this Agreement, and any know-how, methodologies, equipment, or processes used by LogicalSolutions.net to provide the Services to you, including, without limitation, all copyrights, trademarks, patents, trade secrets and other proprietary rights are and will remain the sole and exclusive property of LogicalSolutions.net or its suppliers, including but not limited to any software programs, inventions, products and/or technology innovations and methodologies utilized, developed, or disclosed by LogicalSolutions.net during the term of this Agreement. Unauthorized copying, reverse engineering, decompiling, and creating derivative works based on the any such software is expressly. You may be held legally responsible for violation of any patent rights, copyright or trade secret rights that is caused or encouraged by failure to abide by the terms of this Agreement.

8.2. Trademarks. You hereby grant to LogicalSolutions.net a limited right to use your trademarks, if any, for the limited purpose of permitting LogicalSolutions.net to fulfill its duties under this Agreement, including but not limited to marketing or advertising. This is not a trademark license and no other rights relating to the trademarks are granted by this Agreement. Specifically, but without limitation, the rights granted by this Agreement do not include the right to sub-license use of your trademarks or to use your trademarks with any other products or services outside the scope of the Services provided under this Agreement.

8.3. Ownership of Content. LogicalSolutions.net exercises no control whatsoever over the content of the information passing through its network; makes no warranties of any kind, whether expressed or implied as to the availability, accuracy, or content of the information, products or services it is providing; disclaims any warranty of merchantability or fitness for any particular purpose; will not be responsible for any damages suffered including loss of data resulting from delays, nondeliveries, misdeliveries, or service interruptions caused by its own

negligence or any errors in transmission; and specifically denies any responsibility for the accuracy or quality of information obtained through its services.

9. Confidentiality.

- 9.1. LogicalSolutions.net and Client both acknowledge that in the course of this Contract, each party may have access to the other's Confidential Information. "Confidential Information," as used in this Contract, means information not generally known to the public, in written, oral or any other form that a party designates as being confidential or that, under the circumstances surrounding disclosure, should be clear that it is confidential. For clarity, Customer's Confidential Information shall also include Customer's emails that are subject to the Services.
- 9.2. The obligations of this Section 8 shall not apply to Confidential Information that (i) was in the possession of, or was rightfully known by a receiving party, without an obligation to maintain its confidentiality, prior to the time of disclosure; (ii) is or becomes generally known to the public without violation of this Contract; or (iii) is obtained by a receiving party in good faith from a third party having the right to disclose it without an obligation of confidentiality.
- 9.3. Each party hereby agrees that during the term of this Contract and any period after the expiration of this Contract, it will not make any such Confidential Information available to any third party and will not use the other's Confidential Information for any purposes other than to exercise its rights and perform its obligations under this Contract. Each party shall take all reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Contract, and in any event each party shall exercise the same prudent practice in preserving this information as it does to preserve its own Confidential Information. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this Contract pursuant to the order or requirement of a court or other governmental body, provided that the party required to make such disclosure gives prompt notice to the other party to enable it to contest such order or requirement.

10. Warranty.

- 10.1. Customer and/or Third Party Acts. LogicalSolutions.net is not responsible in any manner for any non-confirming Services to the extent caused by you or your customers. In addition, LogicalSolutions.net is not responsible for loss or corruption of data in transmission, or for failure to send or receive data due to events beyond LogicalSolutions.net's reasonable control.
- 10.2. Availability Guarantee. LogicalSolutions.net ensures Internet connectivity is provided to Customer as per the SLA in effect during the service period.
- 10.3. No Express or Implied Warranty. ALL SERVICES, SYSTEMS AND PRODUCTS PROVIDED BY LOGICALSOLUTIONS.NET UNDER THIS AGREEMENT ARE PROVIDED WITHOUT ANY EXPRESS OR IMPLIED WARRANTY IN FACT OR IN LAW, WHATSOEVER. YOU ACKNOWLEDGE AND AGREE THAT LOGICALSOLUTIONS.NET EXERCISES NO CONTROL OVER, AND ACCEPTS NO RESPONSIBILITY FOR, THE CONTENT OF THE INFORMATION PASSING THROUGH LOGICALSOLUTIONS.NET'S COMPUTERS, NETWORK HUBS AND POINTS OF PRESENCE, OR THE INTERNET. LOGICALSOLUTIONS.NET DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR COMPLETELY SECURE, AND DOES NOT MAKE ANY WARRANTIES WITH RESPECT TO PATENT, COPYRIGHT, TRADE SECRET OR TRADEMARK INFRINGEMENT. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING, WITHOUT LIMITATION, ANY FAILURE DUE TO COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, LOGICALSOLUTIONS.NET DOES NOT MAKE AND

HEREBY DISCLAIMS, AND YOU HEREBY WAIVE ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONDITIONS OF QUALITY, AND ANY WARRANTIES WITH RESPECT TO PATENT, COPYRIGHT, TRADESECRET OR TRADEMARK INFRINGEMENT.

11. Indemnity.

- 11.1. Client shall indemnify, defend and save harmless the Developer, and its officers, directors, employees and agents, from and against all liability, loss, cost or expense (including attorney's fees) by reason of liability imposed upon the Developer, arising out of or related to Client's services, whether caused by or contributed to by the Developer or any other party indemnified herein, unless caused by the sole negligence of the Developer.
- 11.2. Developer shall indemnify, defend and save harmless the Client, and its officers, directors, employees and agents, from and against all liability, loss, cost or expense (including attorney's fees) by reason of liability imposed upon the Client, arising out of or related to Developer's services, whether caused by or contributed to by the Client or any other party indemnified herein, unless caused by the sole negligence of the Client.

12. Limitation of Liability. PROVIDER'S AGGREGATE LIABILITY TO CLIENT FOR ANY UNINSURED CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING NEGLIGENCE, SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO PROVIDER UNDER THIS AGREEMENT. IF CLIENT'S CLAIM IS ONE THAT IS COVERED BY INSURANCE, PROVIDER'S TOTAL LIABILITY FOR SUCH CLAIM SHALL NOT EXCEED THAT AMOUNT PAID ON PROVIDER'S BEHALF BY INSURERS UNDER THESE COVERAGES IN SETTLEMENT OR SATISFACTION OF CLIENT'S CLAIM. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OR DAMAGE TO DATA OR PROPRIETARY INFORMATION, LOSS OF ANTICIPATED REVENUE, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE.

13. Miscellaneous.

- 13.1. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, provided that neither party may assign this Agreement without the written consent of the other party, except that either party may assign this Agreement or in connection with a transfer of all or substantially all of the assets of such party
- 13.2. Governing Law and Dispute Resolution. This Contract and any controversies arising out of or in relation with this Contract shall be governed by New York law, without giving effect to its principles of conflicts of law.
- 13.3. Severability. The invalidity or unenforceability of any particular provision of this Agreement in any jurisdiction shall not affect the other provisions hereof or such provision in other jurisdictions, and this Agreement shall be construed in such jurisdiction in all respects as if such invalid or unenforceable provisions were omitted. Furthermore, in lieu of such illegal, invalid, or unenforceable provision in such jurisdiction there shall be added automatically as a

part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provisions as may be possible and be legal, valid and enforceable.

- 13.4. Survival. The rights and obligations of LogicalSolutions.net and Customer contained in this Section and in Section 8, "Confidentiality," Section 9, "Indemnity," and Section 10, "Limitation of Liability," shall survive any expiration or termination of this Contract.
- 13.5. Independent Contractors. The parties hereto are distinct business entities, and they enter into this Agreement not as partners, agents or otherwise. Neither party hereto has the authority to make any promise, guarantee or representation, either express or implied, on behalf of the other party hereto. Except as expressly provided herein, nothing in this Agreement shall be construed to prevent either party from conducting its business as it is currently being conducted.
- 13.6. Waiver. The waiver by either party of any default or breach of this Contract shall not constitute a waiver of any other or subsequent default or breach.
- 13.7. Amendments. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreement between the parties. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.
- 13.8. Force Majeure. LogicalSolutions.net shall not be liable for any failure or delay in its performance under this Contract due to causes beyond its reasonable control including, without limitation, Domain Name Server ("DNS") issues outside the direct control of LogicalSolutions.net, labor strikes or shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages.
- 13.9. Non-Solicitation. Except as otherwise provided herein or as may be agreed by a separate written agreement, Client agrees that during the term of this Agreement and for a period of two (2) years thereafter, it shall not directly or indirectly solicit for employment or hire, or retain as an independent contractor, any employee or former employee of Provider with whom it comes into contact as a result of providing Services hereunder.
- 13.10. Arbitration. The parties agree to arbitrate any dispute concerning this Agreement not earlier resolved by informal good faith negotiations. The proceedings shall be binding and shall be conducted pursuant to the commercial arbitration rules of the American Arbitration Association in Rochester, New York. The Arbitrators' decision shall be final and non-appealable and judgment may be entered in any court having jurisdiction.
- 13.11. Notices. All notices required to be sent under this Contract must be in writing and shall be delivered in person or shall be sent to Customer at the address specified on the LogicalSolutions.net Service Schedule and to LogicalSolutions.net at the address below. Notices shall be deemed to have been given upon (i) the date actually delivered in person, (ii) the date transmitted via fax with confirmation of receipt thereof (iii) the day after the date sent by overnight courier or (iv) ten (10) days following the date such notice was mailed by first class mail. Notices may be confirmed by email or fax.
- 13.12. Further Assurances. Each party shall execute such other documents and instruments as shall be requested by the other party in order fully to accomplish the purposes of this Agreement.

- 13.13. Counterparts. This Contract may be executed in one or more counterparts including facsimile copies, which when and taken together upon proper delivery shall constitute a single instrument.
- 13.14. Revisions. LogicalSolutions.net reserves the right to change or modify any of the terms and conditions contained in this Agreement, any Addendum and any policy or guideline incorporated by reference at any time and from time to time in its sole discretion, and to determine whether and when any such changes apply to both existing or future customers. Any changes or modification will be effective upon posting of the revisions on the LogicalSolutions.net Web site. Your continued use of Services following posting of any changes or modifications will constitute your acceptance of such changes or modifications.