

SRSplus Partner Agreement

(Updated 11.05.2013)

This SRSPLUS PARTNER AGREEMENT, together with the accompanying Schedules and the SRSplus Partner Sign-up Form (collectively referred to as this "**Agreement**"), is by and between TLDS L.L.C., a Delaware limited liability company, d/b/a SRSplus ("SRSplus", "we", "us" and "our" being construed accordingly), and your organization, as identified by you on the SRSplus Partner Sign-up Form, as applicant for the provision of services to be provided ("**Partner**", "**you**", "**your**" and "**yours**" being construed accordingly), and is effective as of the date of submission of the SRSplus Partner Sign-up Form (the "**Effective Date**").

Introduction

This Agreement explains our obligations to you and your obligations to us in relation to the SRSplus services you purchase from us. By purchasing or otherwise applying for SRSplus services, you agree to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional SRSplus services or to modify or cancel your SRSplus services (even if we were not notified of such authorization), this Agreement as amended covers any such services or actions.

Sections 1 through 13 in this Agreement apply to any and all SRSplus services that you purchase. The terms and conditions set forth in the Schedules of this Agreement apply only for those services purchased by you. In the event of any inconsistency between the terms of Sections 1 through 13 and any terms in the Schedules, the terms of the Schedules shall control with regard to the applicable SRSplus service. You acknowledge and agree that some or all of the services you purchase or receive from us may be provided by one or more vendors, contractors or affiliates selected by SRSplus in its sole discretion.

In consideration for the mutual promises contained in this Agreement, you and we each agree as follows:

1. Your Responsibilities

1.1 You may make services provided to you by SRSplus available to your affiliates, partners or resellers of the services (collectively, "**Your Partners**") and your customers, subject to requiring Your Partners' and customers' to agree to and comply with the terms and conditions of this Agreement and other agreements and policies as later referenced in this Agreement including, but not limited to, the Services Agreement referenced in Section 2 below), [SRSplus Terms of Service](#), and [SRSplus Privacy Policy](#). You acknowledge and agree that you will be responsible for ensuring Your Partners' and customers' compliance with the terms and conditions of this Agreement and shall be responsible for any liability resulting from Your Partners' and customers' noncompliance with the terms and conditions

of this Agreement. You agree that Your Partners and customers who purchase services from you provided by SRSplus shall be bound by the terms of this Agreement and by the terms set forth in the Services Agreement. Where this Agreement sets forth an obligation you have with respect to Your Partners and customers, the same provision shall be applicable to Your Partners and Your Partners' customers.

1.2 You will provide Your Partners and customers with a means for reviewing and accepting (a) the Service Agreement by and between Your Partners and your customers and Network Solutions, LLC, or its wholly owned subsidiaries ("**Network Solutions**"), currently in the form set forth in the [Services Agreement](#) ("**Services Agreement**"), or such other agreement as we may post on the SRSplus Site from time to time and (b) any other applicable policies including, but not limited to, Registrar-Registry policies for domain name registrations.

1.3 You will ensure that each transmission by you or transaction conducted by you relating to the purchase of any services from SRSplus including, but not limited to: domain name registrations, Web hosting, security registration services, and any renewals, modifications, transfers, and other communications related to such services (each a "**Communication**") shall be authenticated or encrypted using such protocol as required by us, which protocol may be updated or modified from time to time on reasonable notice to you. You agree to use your password to authenticate every Communication from you to us and restrict disclosure of your password to only those employees and/or agents with a need to know. You agree to notify us within four (4) hours of learning of a breach of your password security or other security breach. Each of us agrees to employ security measures to ensure the security of data exchanged and each of us shall promptly inform the other on detection of any hacking, crawling, compromised passwords or other security breach.

1.4 You will employ all necessary hardware, software, employees, contractors and agents with sufficient technical training and experience to respond to and fix any technical problems concerning your use of the SRSplus System in conjunction with your systems. You acknowledge and agree that you are solely responsible for the development, operation, maintenance and content of each Web site owned, hosted, or controlled by you, your customers or Your Partners through which you, your customers or Your Partners shall fulfill your obligations under this Agreement (each a "**Partner Site**"). Without limiting the foregoing, you are responsible for (a) the technical operation of each Partner Site and related equipment; and (b) ensuring that the contents of each Partner Site are not libelous or illegal and do not infringe any intellectual property rights or other rights of any person or entity. You will regularly maintain each Partner Site so that its contents are current, accessible and in good taste.

1.5 You agree that you shall comply with all applicable federal, state and local laws, regulations, ordinances and codes in connection with your performance under this Agreement. You and your partners represent and warrant that none of the Customers are prohibited from engaging in transactions with U.S. citizens, nationals or entities under applicable U.S. law and regulations including, but not limited to, regulations issued by the U.S. Office of Foreign Assets Control ("OFAC") and that none of the Customers are a

“Specially Designated National,” as designated by OFAC.

1.6. You agree that you will read and will comply with the SRSplus Terms of Service and Acceptable Use Policy governing the use of data and information exchanged through, and by using, the SRSplus System. The Terms of Services may be found at <https://partnersignup.srsplus.com/SRSPlusTermsAndConditions.pdf>. The Acceptable Use Policy may be found at <http://www.networksolutions.com/legal/aup.jsp>

1.7 Partner is prohibited from displaying the ICANN or ICANN-Accredited Registrar logo, or from otherwise representing itself as accredited by ICANN unless it has written permission from ICANN to do so.

1.8 Any registration agreement used by Partner shall include all registration agreement provisions and notices required by the ICANN Registrar Accreditation Agreement and any ICANN Consensus Policies, and shall identify the sponsoring registrar or provide a means for identifying the sponsoring registrar, such as a link to the InterNIC Whois lookup service.

1.9 Partner shall identify the sponsoring registrar upon inquiry from the customer or registered domain name holder.

1.10 Partner shall ensure that the identity and contact information provided by the customer of any privacy or proxy registration service offered or made available by Partner in connection with each registration will be deposited with SRSplus or Network Solutions or held in escrow or, alternatively, display a conspicuous notice to such customers at the time an election is made to utilize such privacy or proxy service that their data is not being escrowed. Where escrow is used, the escrow agreement will provide, at a minimum, that data will be released to SRSplus or Network Solutions in the event Partner breaches the Partner Agreement, and such breach is harmful to consumers or the public interest. In the event that ICANN makes available a program granting recognition to Partners that escrow privacy or proxy registration data as detailed above, and Partner meets any other criteria established by ICANN in accordance with its bylaws, Partner shall be permitted to apply to ICANN for such recognition.

1.11 In the event that SRSplus or Network Solutions is obligated to provide a link to an ICANN webpage that identifies available registrant rights and responsibilities, Partner also shall be under an obligation to provide such linkage on any website it may operate for domain name registration or renewal displayed to its registrants at least as clearly as links to policies or notifications required to be displaced under ICANN Consensus Policies. The rights and responsibilities as a domain name registrant under the ICANN Registrar Accreditation Agreement (“RAA”) can be found at the following link, which also contains a summarizing of the terms of the RAA and related Consensus Policies, <http://www.icann.org/en/resources/registrars/registrant-rights>.

1.12 **Breach of ICANN Requirements.** If SRSplus or Network Solutions becomes aware that Partner is in breach of any of the provisions of this Section, SRSplus or Network Solutions shall take reasonable steps to notify Partner that it is in breach of the Agreement. Upon notification by SRSplus or Network Solutions, the Partner or reseller shall have three

(3) calendar days to cure. Should Partner or reseller fail to fully cure within the three (3) calendar days then SRSplus or Network Solutions has the right to immediately terminate the Agreement.

2. Our responsibilities

2.1 Subject to our right, in our sole discretion, to suspend access to the SRSplus System at any time deemed necessary by us, we will operate the SRSplus System throughout the Term (as defined in Section 8 below) and provide you with access to the SRSplus System, enabling you to query information and to transmit Communications to the SRSplus System.

2.2 We will provide you with software (the "**Software**"), registration interfaces ("**Partner Manager**"), and/or a set of technical specifications making up the Application Program Interface (the "**API**"), subject to the license grant in Section 3 below, which will enable you to develop your system to facilitate the registration of domain names and other services using the SRSplus System.

2.3 We shall process Communications that have been properly procured and submitted by you, provided that final acceptance of all Communications, including domain name registrations, shall be made by us in our sole discretion and we reserve the right to reject any Communications. Partner agrees that we, in our sole discretion, may modify and/or terminate our service offerings at any time.

2.4 We will maintain SRSplus technical information and other resources, and provide you with contact information for second-level support via e-mail or telephone on the SRSplus site.

2.5 We agree that we shall comply with all applicable federal, state and local laws, regulations, ordinances and codes in connection with our performance under this Agreement.

3. Grant of License

3.1 We grant you a non-exclusive, non-transferable, non-sublicensable, revocable, royalty free license to (a) use the Software, API and Partner Manager in object code form only and (b) access SRSplus and Network Solutions, LLC's Domain Name lookup servers for the Term (as defined in Section 8), in accordance with the terms of this Agreement, and for no other purpose. You agree to employ adequate security measures to prevent use of the Software, API and Partner Manager for any other purpose, particularly in relation to the transmission of bulk unsolicited e-mail or data mining. We may from time to time make modifications to the Software, API and Partner Manager licensed hereunder and the terms and conditions of this Agreement shall apply equally thereto.

3.2 Partner hereby grants SRSplus and SRSplus accepts a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty free license in and to Partner's United States and/or foreign registered and un-registered trademarks, service marks and logos that are provided to SRSplus ("**Marks**") to reproduce, publicly display, transmit and broadcast

Partner's Marks on the SRSplus Site and related publications for the sole purpose of identifying Partner as a distribution partner of SRSplus, subject to any style guide or instructions regarding the use or display of Partner's Marks as Partner may hereafter provide from time to time.

3.3 Except as expressly granted in writing, all present and future rights, title and interest to a party's Marks, the Software, Partner Manager and API shall at all times be and remain the sole and exclusive property of the granting party and all goodwill arising from the use of a party's Marks, the Software, Partner Manager and API shall inure to the benefit of that party. Neither party shall do anything to undermine or challenge the validity or registrability of the other party's Marks. During the Term (as defined in Section 8), neither party shall disparage the other party's Marks or Web site, the Software, Partner Manager or API, or display any such Mark in a derogatory or negative manner.

3.4 You acknowledge and agree that the licenses granted to you enable you to collect, record and track Your Partner and customer data and information and therefore is subject to the following additional terms and conditions: All data and information collected, recorded and tracked by using SRSplus Systems including Partner Manager and the API interface, shall become the property of SRSplus and its parent company, Network Solutions, which shall retain all right, title and interest to all such data and information.

4. Renewals

4.1 All services purchased by you are eligible to be automatically renewed for an additional one (1) year term on their expiration date. If you opt to participate in the auto-renewal process, the applicable Registration Fees for any renewal shall be deducted from your Registration Fund (as defined in Section 5 below) on the expiration date unless your Registration Fund does not have sufficient funds to pay the applicable Registration Fees, in which case the applicable service may not be renewed until sufficient funds have been deposited into your Registration Fund or unless your credit card has been charged in accordance with the terms set forth in the applicable Schedule.

4.2. You are solely responsible for ensuring that the services are renewed. SRSplus shall have no liability to you or any third party in connection with the renewal as described herein, including, but not limited to, any failure or errors in renewing the services. In order to process a renewal under our auto-renew service, we may use third-party vendors for the purpose of updating the expiration date and account number of your credit card on file. Such third-party vendors maintain relationships with various credit card issuers and may be able to provide us with the updated expiration date and account number for your credit card by comparing the information we have on file with the information the third-party has on file. By selecting our auto-renew service, you acknowledge and agree that we may share your credit card information with such a third-party vendor for the purpose of obtaining any update to your credit card expiration date and account number. You agree to pay all value added, sales and other taxes related to SRSplus services or payments made by you herein.

5. Payment

5.1. As consideration for the services we provide you under the terms of this Agreement, you agree to pay SRSplus the applicable services fees set forth on our Web site, or as set forth in any of the Schedules to this Agreement, at the time of your selection, or, if applicable, upon receipt of your invoice from SRSplus. All fees are due immediately and are non-refundable, except as otherwise expressly noted in one or more of the Schedules to this Agreement.

5.2 Prior to the purchase of any services, you shall transfer to us a minimum registration fund initial payment of Two Hundred Fifty Dollars (US \$250.00) to fund your pre-payment account (the "**Registration Fund**"). For each service you register, renew or transfer through the SRSplus System, your Registration Fund will be debited the applicable Registration Fee as set forth in the appropriate Schedules. Should the purchase of any particular service require Partner to provide a credit-card at the time of your purchase, you agree that if there are insufficient funds to debit your Registration Fund, then the applicable fee will be charged to your credit card.

5.3. Partner shall maintain sufficient funds in its Registration Fund to cover all monthly or annual payments owed by Partner for the services purchased. If your Registration Fund reaches zero, further Domain Name Registrations, renewals or transfers or use of other services will not be available to you or be processed until such time as you replenish your Registration Fund in the manner set out in the Agreement an applicable Schedules.

6. Privacy Policy

6.3 Our privacy statement, for services purchased is incorporated herein by reference and can be reviewed on our Web site at <http://www.networksolutions.com/legal/privacy-policy.jsp>. The applicable privacy statement sets forth your and rights and our responsibilities with regard to personal information gathered in connection with the services we provide. You agree that we, in our sole discretion, may modify our privacy statement. We will post such revised statement on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us except as otherwise expressly provided in one or more of the Schedules attached hereto. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to

provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information.

7. Representation and Warranties and Indemnity

7.1 Partner represents and warrants that (a) it has the right, power and authority to enter into this Agreement and to fully perform its obligations under this Agreement; (b) entering into this Agreement does not violate any agreement existing between it and any other person or entity; (c) the artwork, graphics, icons and Marks on the Partner Site does not violate or infringe any right of privacy or publicity or any other intellectual property rights or contain any libelous, defamatory, obscene or unlawful material or otherwise violate or infringe any other right of any person or entity; and (d) the information contained on the SRSplus Partner sign-up form is true and correct and Partner acknowledges and agrees that SRSplus has relied on the information provided therein in entering into this Agreement.

7.2 Partner agrees to indemnify and hold harmless SRSplus and Network Solutions, LLC and their respective officers, directors, shareholders, licensors, related companies, employees, agents and attorneys (collectively, "**Related Parties**"), and each applicable Registry from and against any and all claims, damages, liabilities, costs, and expenses (including any and all legal fees) and other liabilities arising from, in connection with or related in any way to, directly or indirectly (a) any breach of any of the representations made by you under this Agreement; (b) the development, operation, maintenance and contents of the Partner site, (c) Partner's inaccurate or incomplete submissions or Communications for domain name registrations or other services to SRSplus; (d) any unauthorized representation and/or warranty made by Partner about SRSplus' services; or (e) relating to you, your customers' or Your Partners' respective domain name registration, Web hosting, or other online businesses, including, but not limited to, advertising, customer service, billing and registration processes, and any product or services of you, your customers or Your Partners. SRSplus shall notify Partner of any such claim and, at SRSplus' request, Partner shall bear full responsibility for the defense; provided, however, that (a) Partner shall keep SRSplus informed of, and consult with SRSplus in connection with, the progress of such litigation or settlement; and (b) Partner shall not have the right, without SRSplus' prior written consent (which consent shall not be unreasonably withheld), to settle any such claim.

7.3 SRSplus represents and warrants that (a) it has the right, power and authority to enter into this Agreement and to fully perform its obligations under this Agreement; (b) entering into this Agreement does not violate any agreement existing between it and any other person or entity; and (c) it has all necessary rights in and to its Marks, Software, API and Partner Manager provided to Partner hereunder and such Marks, Software, API and Partner Manager do not violate or infringe any intellectual property rights of any third party.

7.4 SRSplus agrees to indemnify and hold harmless Partner and its Related Parties from and against any and all claims, damages, liabilities, costs, and expenses (including any and all legal fees) and other liabilities arising from, in connection with or related in any way to, directly or indirectly any breach of any of the representations made by it in Section 7.3 above. Partner shall notify SRSplus of any such claim and, at Partners' request, SRSplus

shall bear full responsibility for the defense of any such claim; provided, however, that (a) SRSplus shall keep Partner informed of, and consult with Partner in connection with, the progress of such litigation or settlement; and (b) SRSplus shall not have the right, without Partners' prior written consent (which consent shall not be unreasonably withheld), to settle any such claim.

8. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year unless otherwise mutually agreed to the parties in writing or unless earlier terminated at any time by either party giving the other not less than thirty (30) days prior written notice (the "**Term**"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless earlier terminated by either party giving the other not less than thirty (30) days prior written notice.

9. Consequences of Termination

9.1 Upon expiration or termination of this Agreement, we will complete any Domain Name Registrations processed by you prior to the date of such expiration or termination, provided that you have sufficient funds in your Registration Fund to pay for any such Domain Name Registrations. In addition, you will (a) transfer all data regarding Registrants deemed necessary by us to maintain the Domain Name Registrations, and (b) either return or certify to us the destruction of all Software, API, Partner Manager and related documentation and copies of the foregoing, you have made or received under this Agreement. Except as provided herein, upon termination of this Agreement, neither of us will have any further obligations to the other hereunder, except for previously accrued rights or obligations.

9.2 The terms of Sections 1.2, 1.6, 7.1, 7.2., 9, and 13 shall survive the termination of this Agreement. Section 11 shall survive the expiration or termination of this Agreement for a period of three (3) years, and thereafter shall be of no further force or effect.

9.3. If you purchase SRSplus services that are sold together as a "bundled" package (e.g., you select a package that includes both domain name registration and Web hosting, as opposed to your purchasing such services separately), termination of any part of the services will result in termination of all SRSplus services provided as part of the bundled package.

9.4. In the event of the termination of this Agreement, you agree that we may contact Your Partners and customers to register, transfer or renew their respective domain names or service any other products and services.

10. Amendments

All amendments and modifications to this Agreement shall be binding upon the parties despite any lack of consideration so long as the same shall be in writing and executed by each of the parties hereto; provided, however, that Partner acknowledges and agrees that

SRSplus shall have the right to amend or restate this Agreement by posting amendments on the SRSplus site if such amendment or restatement is applied to substantially all of the participants in the SRSplus partner program. Partner acknowledges that unilateral amendments by SRSplus posted on its Web site may be necessary from time to time as a result of changes to applicable laws, regulations and/or agreements concerning internet governance and Domain Name registrations generally. Any such amendment or restatement shall be effective thirty (30) days after posting. If Partner chooses not to comply, or is unable to comply, with any amendment or restatement effected pursuant to this Section 11, Partner shall have the right to terminate this agreement at any time during such thirty (30) day period, thereafter Partner shall be bound by the terms and conditions of the revised agreement. If Partner does not comply with any such amendment or restatement within such thirty (30) day period, SRSplus shall have the right to immediately terminate this Agreement. Please check the SRSplus Web site regularly to be sure that you have seen the most current version of this Agreement.

11. Confidentiality

11.1 The parties acknowledge and agree that by reason of their relationship hereunder that they will have access to and acquire knowledge from material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, services, customers and intellectual property rights of the other party that that may not be accessible or known to the general public ("**Confidential Information**"). Confidential Information shall include, but not be limited to, (a) the terms of this Agreement; (b) any and all information regarding or related to any software utilized by the parties to create, operate or perform their respective obligations hereunder, including, but not limited to, the Software, API, Partner Manager and the Domain Name lookup service; and (c) any information which concerns technical details of operation of any of the SRSplus services offered hereunder.

11.2 Each party receiving Confidential Information (the "**Receiving Party**") agrees to maintain all such Confidential Information received from the other party (the "**Disclosing Party**"), both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information and which are provided to the Receiving Party hereunder. Whenever requested by the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all manifestations of the Confidential Information or, at the Disclosing Party's option, shall destroy all such Confidential Information as the Disclosing Party may designate. The Receiving Party's obligation of confidentiality shall survive this Agreement for a period of three (3) years from the date of its termination or expiration and thereafter shall terminate and be of no further force or effect

12. Limitation of Liability and Disclaimers

12.1 The parties agree that except for amounts payable under Sections 11 (Confidentiality)

and 7 (Representation and Warranties and Indemnity) hereunder, a party's entire liability and exclusive remedy arising out of this Agreement is solely limited to the amounts paid by Partner to SRSplus hereunder. Neither party shall be liable for any indirect, special, consequential, exemplary, punitive or other indirect damages (including, but not limited to, loss of revenue or anticipated profits or loss of business), whether arising from a breach of this Agreement, negligence or otherwise.

12.2 THE SOFTWARE, THE API, PARTNER MANAGER AND SERVICES ARE PROVIDED TO PARTNER AND YOUR PARTNERS "AS-IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES WHATSOEVER, AND SRSPLUS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INFRINGEMENT, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE OR PAST DEALINGS BETWEEN THE PARTIES. SRSPLUS SPECIFICALLY DISCLAIMS ANY WARRANTIES RELATED TO OR IN CONNECTION WITH THE PRODUCTS, SERVICES AND PERFORMANCE OF THIRD PARTIES, AND SHALL NOT BE RESPONSIBLE FOR ANY FAILURE TO DELIVER SERVICES RESULTING FROM FACTORS OUTSIDE OF SRSPLUS' CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY ACTS OF NON-PERFORMANCE BY THIRD PARTIES OR FOREIGN GOVERNMENTS. PARTNER ASSUMES TOTAL RESPONSIBILITY FOR ITS USE OF ANY THIRD PARTY SERVICES PROVIDED HEREUNDER REGARDLESS OF WHETHER PARTNER IS AWARE THAT ANY SUCH SERVICE IS PROVIDED BY A THIRD PARTY. FURTHER, SRSPLUS MAKES NO REPRESENTATIONS THAT A REQUEST FOR OR RESERVATION OF A DOMAIN NAME WILL BE SUCCESSFULLY PROCESSED OR THAT A DOMAIN NAME WILL BE REGISTERED.

13. General

13.1 The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or partner of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Each Party shall bear its own expenses in performing this Agreement.

13.2 The Parties agree that this contract is made and performed in Jacksonville, Florida, USA. This Agreement shall be governed and construed in accordance with the law of the State of Florida, except the Uniform Computer Information Transactions Act, without reference to conflict of law principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Parties agree that jurisdiction and venue for any matter arising out of or pertaining to this Agreement shall be proper only in the state and federal courts located in Duval County and the Middle District of the State of Florida, United States of America.

13.3 Partner may not assign this Agreement or any of our rights, interests or obligations hereunder without the prior written approval of SRSplus, which approval shall not be unreasonably withheld; provided, however, that such approval shall not be required in the event either party hereto assigns this Agreement as a result of a sale of all or substantially all of the assets of such party pursuant to a merger, consolidation or otherwise. Provided further however, that if in the event Partner is acquired by or merged into a direct competitor of SRSplus, or Network Solutions, LLC. and its wholly owned subsidiaries or parent company, SRSplus shall have the right to terminate this Agreement immediately within thirty (30) days of notice of any such acquisition or merger. SRSplus shall be entitled to terminate this Agreement immediately upon the occurrence of a purported assignment of this Agreement by Partner in violation of this Section 14.3. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of SRSplus and Partner.

13.4 This Agreement, including all Schedules hereto, contains the entire understanding between Partner and SRSplus relating to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written representations, agreements, understandings and communications with respect to the subject matter hereof. Specifically, and without limiting the generality of the foregoing, this Agreement supersedes and/or terminates, as applicable, any other Registration Services Agreement entered into by the Parties. Neither Party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein. In the event of any conflict between this Agreement and an applicable Schedule, the terms of the applicable Schedule shall control.

13.5 A waiver by either party hereto of any term or condition of this Agreement must be in writing and in any instance shall not be deemed or construed as a waiver of such term or condition for the future.

13.6 It is the intention of the parties that if any court shall determine that any provision of this Agreement is unenforceable, such provisions shall not be terminated but shall be deemed amended to the extent required to render it valid and enforceable.

13.7 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

13.8 Neither Party shall be deemed in default hereunder, nor shall it hold the other Party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, natural disaster, act of God, war, armed conflict, labor strike, lockout or boycott, provided that the Party relying upon this Section 13.8 (a) shall have given the other Party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (b) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section 13.8 extends for a period in excess of thirty (30) days in the aggregate, either Party may immediately terminate this Agreement.

13.9 All notices which either Party is required or may desire to serve upon any other Party

shall be delivered to the other Party in accordance with the terms of this Section 13.9.

(a) All notices to Partner shall be in writing and addressed to Partner at the e-mail or postal address designated by Partner on the Partner Sign-up form. Partner acknowledges and agrees that it is its sole obligation to update and keep current the contact information provided on the Partner Sign-up form. All notices of updates to the Partner Sign-up form shall be provided to SRSplus in accordance with Section 13.9(b). Partner acknowledges and agrees that if an e-mail address is designated on the Partner Sign-up form, all notices shall be deemed served on the date and at the time noted in the e-mail header. If a postal address is designated, any notice may be served personally or by certified mail (postage prepaid), internationally commercially recognized overnight delivery service (Federal Express or DHL) or courier. Any such notice shall be deemed served upon personal delivery or delivery by courier, upon the second business day after the date sent for notices sent via overnight delivery or upon the third business day after the date set for notices sent via certified mail. Partner may change the e-mail or postal address to which notices are to be delivered by providing written notice to SRSplus in accordance with Section 13.9(b).

(b) All notices to SRSplus shall be in writing and addressed to SRSplus at: TLDS L.L.C., 12808 Gran Bay Parkway West, Jacksonville, Florida 32258, Attn: General Counsel, and TLDS L.L.C., d.b.a. SRSplus, 12808 Gran Bay Parkway West, Jacksonville, Florida 32258, Attn: Business Development. Any notice may be served personally or by certified mail (postage prepaid), internationally commercially recognized overnight delivery service (Federal Express or DHL) or courier. Notice shall be deemed served upon personal delivery or delivery by courier, upon the second business day after the date sent for notices sent via overnight delivery or upon the third business day after the date set for notices sent via certified mail. SRSplus may change the address to which notices are to be delivered by providing written notice to Partner in accordance with Section 13.9(a).

13.10 The section and paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, govern, limit, modify or construe the scope or extent of the provisions of this Agreement to which they may relate. Such headings are not part of this Agreement and shall not be given any legal effect.

13.11 Any press release(s), announcements, publications or other media releases regarding this Agreement shall be mutually agreed upon in writing by the Parties prior to any such release. Except as otherwise provided herein, neither Party shall refer to the other Party or to any offer, product or service of the other Party on its Web site or in any advertisement, newsletter or publication, whether through use of "teaser" copy or in any other manner, without obtaining the other Party's prior written consent to the content of any such reference. Neither Party will make any representations or warranties about the other Party's Web site or the other Party's products or services that the other Party has not first approved in writing. During the Term of this Agreement, neither Party will disparage the other Party, the other Party's Marks, the other Party's Web site, or any of the other Party's products or services, or display any such items in a derogatory or negative manner on its Web site.

SCHEDULE A

DOMAIN NAME REGISTRATION SERVICES

In addition to the terms and conditions in the SRSPlus Partner Agreement (the "Agreement") and other applicable Schedules to the Agreement, the following additional terms and conditions shall apply to any and all purchases of Domain Name Registration Services (as defined below).

A.1 Registration Period. The initial registration period for a Domain Name (a "Domain Name Registration") shall be for between one (1) and ten (10) years or as otherwise mutually agreed to by the parties in writing, and each subsequent renewal period for a Domain Name Registration shall be for between one (1) year and ten (10) years, or as otherwise mutually agreed to by the parties in writing.

A.2 Registration Policies. All Domain Name Registrations are subject to the then current terms and conditions of (a) the applicable policies for the registry operator for each TLD or ccTLD (each individually a "Registry") set forth on the applicable Registry's Web site or Schedule attached hereto ("Registry Policies") and (b) our then current services agreement (the "Service Agreement") set forth on our Web site located at www.SRSplus.com (the "SRSplus Site"). You understand that each Registrant's acceptance of the Service Agreement and the Registry Policies, if applicable, is a condition to the registration of a Domain Name. You may require Registrants using your services to agree to additional terms and conditions, provided that such additional terms and conditions do not conflict with the Service Agreement, the Registry Policies, this Agreement, or any policies set forth on the SRSplus Site.

A.3 Customer Service. You agree to provide customer service, Domain Name Registrations and renewals, billing services and technical support to your Registrants. You agree to inform each of your Registrants when his or her Domain Name Registration is up for renewal at least thirty (30) days prior to the end of the applicable registration term.

A.4 Accuracy of Information. You shall require Registrants to provide accurate and reliable contact information and promptly correct and update such information during the term of their Domain Name Registration. You agree that a Registrant's provision of inaccurate or unreliable information, failure to promptly update information provided to you or failure to respond for over five (5) calendar days (or such other period of time as is set forth in the Service Agreement or Registry's Policies) to inquiries concerning the accuracy of contact information associated with the Domain Name Registration shall be a basis for cancellation of the Domain Name Registration. Such contact information shall include: (a) the full name, postal address, e-mail address, voice telephone number and fax number (if available) of the Registrant, administrative contact, technical contact and billing contact for the Domain Name; and (b) the names of the primary and secondary name server for the Domain Name Registration.

A.5 Use of Domain Name Lookup. You will use the Domain Name lookup capability provided by us, in accordance with the license grant set forth in Section 3 of the Agreement

to determine if a requested Domain Name is or is not available for registration. You will not use the Domain name lookup capability to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, telephone, facsimile, or e-mail; (b) enable high volume, automated, electronic processes that apply to the SRSplus System for the registration of Domain Names; or (c) enable high volume electronic queries against any SRSplus or Network Solutions, LLC WHOIS Database, and you shall not sell or redistribute any data gathered from any SRSplus or Network Solutions, LLC WHOIS Database.

A.6 Security and Communication. You will ensure that each transmission by you or transaction conducted by you relating to Domain Name Registrations, renewals, modifications, transfers, and communications (each a "Communication") shall be authenticated or encrypted using such protocol as required by us, which protocol may be updated or modified from time to time on reasonable notice to you. You agree to use your password to authenticate every Communication from you to us and restrict disclosure of your password to only those employees and/or agents with a need to know. You agree to notify us within four (4) hours of learning of a breach of your password security or other security breach. Each of us agrees to employ security measures to ensure the security of data exchanged and each of us shall promptly inform the other on detection of any hacking, crawling, compromised passwords or other security breach. You acknowledge that in the event of any dispute concerning the time of the entry of a Domain Name Registration into a Registry's database, the time shown in the applicable Registry's records shall prevail.

A.7 Data Submission to SRSplus Systems. You will submit all data elements specified in the interface to the SRSplus System (or as reasonably specified by us from time to time), including the data elements stated in Section A. 4 above, the Domain Name, the original creation date of the Domain Name Registration, the expiration date of the Domain Name Registration of each Domain Name you submit to us, and, if applicable, the name of Your Partner through which the registration was made. You shall take reasonable precautions to protect all data received from a Registrant or regarding a Domain Name Registration from loss, misuse, unauthorized access or disclosure, alteration or destruction.

A.8 CCTLD Registrations. Partner acknowledges that ccTLD registrations are performed with third-party organizations that operate at the request of or via contract with foreign governments, and as such, changes in government structure or registry contractors may occur, and as a result Domain Name Registrations may be adversely affected. Partner acknowledges and agrees that SRSplus shall not have any liability associated with any ccTLD registration or failure to register a ccTLD Domain Name. Further, SRSplus reserves the right to reject: (a) ccTLD multi-year registration requests where such multi-year registrations are not available through the requested ccTLD Registry; (b) Domain Name record modification request if such modifications are not supported by the applicable ccTLD Registry; and (c) ccTLD Domain Name transfers where such Domain Name transfers are not available through the requested ccTLD Registry.

A.9 Fees and Payments. For each successful Domain Name Registration or renewal, you shall pay us the non-refundable amounts set forth on the table in this Schedule A shown

below for each Domain Name you register or renew (collectively, "Registration Fees"). We reserve the right to modify the Registration Fees from time to time, which modifications shall be effective after thirty (30) days' notice to you. Prior to accepting Domain Name Registrations, you shall transfer to us a minimum registration fund initial payment of Two Hundred Fifty Dollars (US \$250.00) to fund your pre-payment account (the "Registration Fund"). Please see the SRSplus Site for instructions on the acceptable methods you can use to transfer these funds. For each Domain Name you register, renew or transfer through the SRSplus System, your Registration Fund will be debited the applicable Registration Fee set forth in this Schedule A. All Domain Name Registrations, renewals and transfers of TLDs and ccTLDs are available at the flat Registration Fees set forth on Schedule A. You can access a record of your Registration Fund transactions through the SRSplus Site, including your SRSplus balance and debit information. If your Registration Fund reaches zero, further Domain Name Registrations, renewals or transfers will not be processed until such time as you replenish your Registration Fund in the manner set out on the SRSplus Site. You acknowledge and agree that all amounts in your Registration Fund will be automatically forfeited after one (1) year if you have not completed any Domain Name Registration, renewals or transfers.

A.10. Renewals. All Domain Names and certain value-added services registered by you are eligible to be automatically renewed for an additional one (1) year term on their expiration date. If you opt to participate in the auto-renewal process, the applicable Registration Fees for any renewal shall be deducted from your Registration Fund (as defined in Section 5.1 of the Agreement) on the expiration date unless your Registration Fund does not have sufficient funds to pay the applicable Registration Fees, in which case the applicable Domain Name or service may not be renewed until sufficient funds have been deposited into your Registration Fund. Partner acknowledges that if a Domain Name expires it may be unavailable for registration after the expiration date and SRSplus shall not have any liability resulting from its inability to renew an expired Domain Name.

A.11. Termination. If we determine, in our sole discretion, you have breached any provision of this Agreement this Schedule or are engaging in any conduct that breaches or causes us to breach any ICANN regulation, Registry Policies or third party agreements with respect to domain name registrations, we shall have the right to immediately suspend your rights to register, transfer and renew domain names and services. In the event of the termination of this Agreement, you agree that we may contact your Registrants to register, transfer or renew their respective domain names or other products and services.

A.12. Transfer Policy. If a customer transfers a Domain Name Registration to your account (a "Registrar Transfer"), you shall pay us the applicable Registration Fee for such Domain Name Registration for a minimum of one (1) additional year. The additional period for which the Registration Fee is paid will be added to the existing registration term of the Domain Name, provided however that the remaining un-expired registration term cannot exceed ten (10) years. If a Registrar Transfer would extend the existing Domain Name Registration beyond ten (10) years, in such instances you will be required to pay us the applicable Registration Fee for an additional year term, but the un-expired term of the Domain Name Registration will only be increased to a maximum of ten (10) years. You

acknowledge and agree that all Registrar Transfers shall be subject to the terms and conditions governing Registrar Transfers as established from time to time by SRSplus and the applicable Registry.

A. 13. **Ownership of Information.** All information obtained from a Registrant with respect to the Registrant's Application, Domain Name Registration and/or renewal, except the Registrant's credit card information ("Registrant Information") shall be jointly owned by and available to Partner and SRSplus and treated respectively by us in accordance with this Agreement and our respective privacy policies and applicable laws and regulations. You shall be the sole owner of the Registrant's credit card information in accordance with applicable law and credit card issuer rules, regulations and agreements.

A. 14. **Privacy Policy.** You agree you shall inform each Registrant of the purposes for which any personally identifiable data are intended to be used by you, including: (a) the intended recipients or categories of recipients of the data (including SRSplus and the applicable Registry); (b) which data are obligatory and which data, if any, are voluntary; and (c) how a Registrant can access and, if necessary, correct the data held about them.

A. 15. **Registration Fees**

See current pricing and fees at www.srsplus.com.

SCHEDULE B

SECURITY REGISTRATION SERVICES

In addition to the terms and conditions in the SRSPlus Partner Agreement (the "Agreement") and other applicable Schedules to the Agreement, the following additional terms and conditions shall apply to any and all purchases of Security Registration Services.

B.1. **Terms and Conditions.** All SSL Certificates are subject to the then current terms and conditions of (a) the Certification Practice Statement ("CPS") set forth on the Network Solutions Reseller SSL Certificates Web site, (b) the Pricing Schedule, and (c) the then current Subscriber Agreement (the "Subscriber Agreement") set forth on the Network Solutions Web site located at <http://www.networksolutions.com/legal/SSL-legal-subscriber.jsp> (the "Network Solutions Site"), which may be updated from time to time in Network Solution's sole discretion as provided therein. The CPS can also be found at <http://www.networksolutions.com/legal/SSL-legal-certification.jsp>

B.2. **Representations and Warranties.** If you wish to resell these SSL Certificate services, you hereby (i) represent, covenant and warrant that you will get each of your customers to agree to the then-current Network Solutions Subscriber Agreement which will be accessible via the Network Solutions Site; and (ii) acknowledge and agree that your usage of such services shall be governed by the pricing as well as the terms and conditions of then-current Partner Program Agreement.

B.3. Private Registration. When you subscribe to SRSPlus Private Registration Service, you will have the ability to (a) display alternate contact information in the public WHOIS database for Your Partner and customers and (b) not display the fax number and NIC Handle associated with the account for the applicable domain name.

By offering the Private Registration Service, you are requesting authorization from Your Partners and customers to process communications directed at them to you at the contact information displayed in the public WHOIS database as follows: (i) E-mail Address. A private e-mail address that will automatically change in the public WHOIS database every ten (10) days is created for the applicable domain name and will be displayed in the public WHOIS database. Messages received at the e-mail address posted in the public WHOIS database will be filtered for SPAM and forwarded to the e-mail address associated with your account for the applicable domain name. Once an e-mail address is removed from the public WHOIS database it will no longer be a valid e-mail address for the receipt messages; (ii) Postal Address. A P.O. Box address in care of SRSPlus will be the postal address displayed in the public WHOIS database for the applicable domain name. You shall have authorization to receive, sort, open, forward, and destroy any and all mail sent to such P.O. Box. Mail received via Certified Mail® or Express Mail™ will be opened and all such mail that can be scanned will be scanned and sent to Your Partner or customers via the e-mail address associated with the account for the applicable domain name. Other terms and conditions governing Private Registration Services for Your Partners and Services are found in the Services Agreement.

You acknowledge and agree that SRSPlus has the absolute right and power, as it deems necessary in its sole discretion, without providing notice and without any liability to you whatsoever, to (a) reveal to third parties the contact information provided by you to SRSPlus in connection with the account for the applicable domain name, (b) populate the public WHOIS database with the registrant's name, primary postal address, e-mail address and/or telephone number as provided by you to SRSPlus, or (c) terminate your subscription to our Private Registration Service: (i) if any third party claims that the domain name violates or infringes a third party's trademark, trade name or other legal rights, whether or not such claim is valid; (ii) to comply with any applicable laws, government rules or requirements, ICANN policies or requirements, subpoenas, court orders, requests of law enforcement or government agencies; or (iii) if any third party threatens legal action against Network Solutions that is related in any way, directly or indirectly, to the domain name, or claims that you are using the domain name registration in a manner that violates any law, rule or regulation, or is otherwise illegal or in violation of a third party's legal rights.

B.4. Pricing

See current pricing at www.srsplus.com.

SCHEDULE C

WEBSITE BUILDER, WEBSITE HOSTING SERVICES AND MOBILE WEBSITE

In addition to the terms and conditions in the SRSPlus Partner Agreement (the "Agreement") and other applicable Schedules to the Agreement, the following additional terms and conditions shall apply to any and all purchases of Website Builder, Website Hosting Services, and Mobile Website.

C.1. **Website Builder** provides the ability to create and post Web sites, to include Mobile Websites ("User Web Sites").

YOU AGREE AND ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE BUILDER SERVICE IS ENTIRELY AT YOUR OWN RISK AND THAT SRSPLUS MAKES NO IMPLIED OR EXPRESS WARRANTIES ABOUT THE RELIABILITY OF THE WEBSITE BUILDER SERVICES OR WEB SITES CREATED USING THE WEBSITE BUILDER SERVICES. YOU FURTHER AGREE AND ACKNOWLEDGE THAT SRSPLUS IS NOT RESPONSIBLE FOR ANY DAMAGE CAUSED BY LOSS OF ACCESS TO, OR DELETION OR ALTERATION OF USER WEB SITES.

You agree and acknowledge that you are fully responsible for your actions and User Web Sites, including, but not limited to any content, including but not limited to, opinions or views expressed in those Web sites. You further agree and acknowledge that SRSPlus may remove or delete any User Web Sites or any portion thereof that SRSPlus deems unacceptable for any reason, and may suspend or cancel without prior notice your access to and use of the Website Builder services for any violation of the terms and conditions in this Agreement, in SRSPlus' sole discretion, and without prior notice to you.

You agree to abide by all applicable local, state, national and international laws and regulations, including laws protecting Intellectual Property in all forms (e.g., copyrights, trademarks and patents), in connection with your use of the Website Builder services.

C.2. **Website Hosting Services**

Website Hosting Services provides the ability to host a Web site. By agreeing to the terms of this Agreement, you acknowledge and agree that you are bound by the applicable provisions of the Web Site Hosting Service Agreement, as may be modified and updated from time to time by SRSPlus. See <http://www.networksolutions.com/legal/static-service-agreement.jsp#n> for additional terms and conditions that apply to SRSPlus' Web site hosting solutions purchased through the Service Provider on or after October 15th 2008.

C.3. **Mobile Website**

Mobile Website is a service that formats an existing User Web Site for viewing on mobile devices. You acknowledge and agree that Mobile Website will carry over certain design elements and functionality of the User Web Site to the mobile devices, but the website may

appear differently and website functionality may not be fully compatible on each mobile device due to variations in device types and operating systems.

C.4. **Prohibited Conduct**

You agree that the following is a non-exclusive list of actions on User Web Sites that are not permitted:

- i. the uploading, posting or otherwise transmitting of any User content on Web Sites that is unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, slanderous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- ii. the impersonation of any person or entity, including, but not limited to, a SRSPlus official, forum leader, guide or host, or falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- iii. the forgery of any headers or other manipulation of identifiers in order to disguise the origin of any User Web Site or the development of restricted or password-only access pages, or hidden pages or images (those not linked to from another accessible page);
- iv. the uploading, posting or other transmittal of any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- v. the uploading, posting or other transmittal of any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- vi. the uploading, posting or other transmittal of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- vii. the uploading, posting or other transmittal of any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- viii. disrupting the normal flow of dialogue, causing a screen to "scroll" faster than other users are able to type, or otherwise acting in a manner that negatively affects other users' ability to engage in real time exchanges;
- ix. intentionally or unintentionally violating any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

- x. "stalking" or otherwise harassing another;
- xi. collecting or storing personal data about other users;
- xii. promoting or providing instructional information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons, and creating "Crush" sites;
- xiii. the use of your User Web Sites as storage for remote loading or as a door or signpost to another home page;
- xiv. engaging in commercial activities without enrolling in Registrar approved affiliate programs. This includes, but is not limited to, the following activities:
 - offering for sale any products or services; soliciting for advertisers or sponsors; conducting raffles or contests that require any type of entry fee; displaying a sponsorship banner of any kind, including those that are generated by banner or link exchange services; and displaying banners for services that provide cash or cash equivalent prizes to users in exchange for hyperlinks to their Web Sites.
- xv. removing, modifying or hiding any of the advertising banners inserted into your User Web Sites;
- xvi. the placement of advertising banners into your User Web Sites apart from your logo, if any;
- xvii. exporting software or technical information in violation of U.S. export control laws;
- xviii. attempting to access the accounts of others, or attempting to penetrate security measures of SRSPlus or other entities' systems ("hacking"), whether or not the intrusion results in corruption or loss of data;
- xix. sending of the same or substantially similar unsolicited electronic mail message, whether commercial or not, to a large number of recipients. This prohibition extends to the sending of unsolicited mass mailings from another service that in any way implicates the use of SRSPlus' service, SRSPlus' equipment or any SRSPlus' electronic mail address;
- xx. posting any MP3 format files;
- xxi. installation of 'auto-responders', 'cancel-bots' or similar automated or manual routines that generate excessive amounts of net traffic, or disrupt net newsgroups or email use by others;

xxii. any resale or any exploitation for any commercial purposes of SRSPlus services, by any and all means unless approved in advance in writing by SRSPlus.

SCHEDULE D ELECTRONIC MAIL

In addition to the terms and conditions in the SRSPlus Partner Agreement (the "Agreement") and other applicable Schedules to the Agreement, the following additional terms and conditions shall apply to any and all purchases of Electronic Mail.

SRSPlus' electronic mail service provides you and your Customers with the capability to send and receive electronic mail.

SRSPlus retains the right, at SRSPlus' sole discretion, to restrict the volume of messages transmitted or received by you and your Customers in order to maintain the quality of our electronic mail services to other customers and to protect our computer systems.

By agreeing to the terms of this Agreement, you and your Customers acknowledge and agree that you and your Customers are bound by the applicable provisions of SRSPlus' Acceptable Use Policy, as may be modified and updated from time to time by SRSPlus, and which may be accessed here <http://www.networksolutions.com/legal/aup.jsp>. The Acceptable Use Policy is incorporated herein and made part of this Agreement by reference, in connection with you and your Customers' use of the electronic mail services described in this Agreement. SRSPlus may terminate the electronic mail service if you or your Customers conduct is found to be unlawful, inconsistent with, or in violation of, this Agreement or the Acceptable Use Policy.

In order to receive SRSPlus' electronic mail service, SRSPlus must host the domain name record. If the domain name record is transferred to a third party in conjunction with a live Web site or for any other reason or the domain name registration expires, you or your Customer will no longer be able to use SRSPlus' electronic mail service. SRSPlus will not refund fees, if any, paid for the electronic mail service if you or your Customers elect to transfer a domain name record to a third party.

SRSPlus will not monitor, edit or disclose the contents of you or your Customers private communications with third parties unless required to do so by law or in the good faith belief that such action is necessary to: (1) conform to the law or comply with legal process served on SRSPlus; (2) protect and defend the rights or property of SRSPlus; or (3) act under exigent circumstances to protect the personal safety of our customers or the public.

You acknowledge and agree that SRSPlus neither endorses the contents of any of you or your Customers' communications nor assumes responsibility for such content, including but not limited to any threatening, slanderous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising there from or any crime facilitated thereby.

You and your Customers acknowledge and agree that certain technical processing of email messages and their content may be required to: (1) send and receive messages; (2) conform to connecting networks' technical requirements; (3) conform to the limitations of electronic mail service; or (4) conform to other similar requirements.

You and your Customers agree that SRSPlus shall under no circumstances be held liable on account of any action it takes, in good faith, to restrict transmission of material that it or any user of electronic mail service considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, whether or not such material is constitutionally protected.

SCHEDULE E

eCOMMERCE TERMS OF SERVICE

This Terms of Service document, as amended by Web.com Group, Inc., its partners, subsidiaries including but not limited to SRSPlus, affiliates, successors and assigns (hereinafter referred to collectively as “1ShoppingCart.com”, “SRSPlus”, “we” and/or “us”), along with any applicable order page (hereinafter collectively referred to as the “Agreement”) constitutes a legally binding contract between 1ShoppingCart.com and the person or organization that submits an order for the eCommerce Services, pays for eCommerce Services, and/or utilizes the eCommerce Services (“Customer”, “Client” and/or “you”). You and 1ShoppingCart.com together may be referred to herein as the “Parties” and either alone may be referred to as a “Party”.

By signing up for the 1Shoppingcart.com eCommerce Services (hereinafter referred to as the “eCommerce Services”), you hereby agree to those additional Terms of Service subject to requiring Your Partners' and customers' to agree to and comply with the terms and conditions of this Agreement and other agreements and policies as later referenced in this Agreement including, but not limited to the these Terms of Service as may be hereafter amended at <http://www.1shoppingcart.com/terms-of-service>, the 1Shopping Cart Anti-Spam Policy at <http://www.1shoppingcart.com/anti-spam-policy>, the 1Shopping Cart Privacy Policy at <http://www.1shoppingcart.com/privacy-policy>, and Earning Disclaimer <http://www.1shoppingcart.com/earnings-disclaimer>. You acknowledge and agree that you will be responsible for ensuring Your Partners' and customers' compliance with the terms and conditions of this Agreement and shall be responsible for any liability resulting from Your Partners' and customers' noncompliance with the terms and conditions of this Agreement. You agree that Your Partners and customers who purchase eCommerce Services from you provided by 1Shopping Cart, via SRSplus, shall be bound by the terms of this Agreement and by the terms set forth in the eCommerce Services Agreement including, but not limited to these Terms of Service which may be hereafter amended at <http://www.1shoppingcart.com/terms-of-service>, the 1Shopping Cart Anti-Spam Policy at <http://www.1shoppingcart.com/anti-spam-policy>, the 1Shopping Cart Privacy Policy at <http://www.1shoppingcart.com/privacy-policy>, and Earning Disclaimer <http://www.1shoppingcart.com/legal/earnings-disclaimer>. Where this Agreement sets forth an obligation you have with respect to Your Partners and customers, the same provision shall be applicable to Your Partners and Customers:

1ShoppingCart.com reserves the right to change or modify any of the terms and conditions contained in this Agreement 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. 1ShoppingCart.com may make such changes or modifications to the terms and conditions contained in this Agreement in accordance with the terms of this Agreement and Client's continued use of the ECommerce Services following 1ShoppingCart.com's posting of any changes or modifications will constitute Client's acceptance of such changes or modifications.

You acknowledge that you have read, understand and agree to be bound by all of the terms and conditions of this Agreement, as well as all other applicable rules or policies, terms and conditions, or service agreements that are or may be established by 1ShoppingCart.com from time to time and are incorporated herein by reference. You may also elect to purchase additional ECommerce Services from 1ShoppingCart.com, our partners and/or other third parties, which may have their own service agreements or other related terms and conditions, and it is your obligation to review, accept and abide by those agreements as well as this Agreement.

1. **eCommerce Services.**

A. The eCommerce Services may include any one or more of the following elements, depending upon the package and options selected by the Client during the ordering process:

- i. Shopping Cart and eCommerce software that facilitates the sale of products by the Client to customers on a website controlled by the Client;
- ii. Email marketing tools and eCommerce Services;
- iii. Online advertising tools and eCommerce Services;
- iv. Affiliate marketing tools and eCommerce Services; and
- v. Online website store builder eCommerce Services.

B. The eCommerce Services may include additional third-party products or eCommerce Services that require the Client to accept the terms and conditions of the third party or to pay additional fees to such third party. Client agrees that it is wholly responsible for any such third party terms and conditions and third party fees.

C. 1ShoppingCart.com will provide Client with a limited license to use and receive the eCommerce Services hereunder and 1ShoppingCart.com will further provide the eCommerce Services ordered by the Client subject to the terms, conditions and limitations applicable to the eCommerce Services that are set forth in the Agreement and on the 1ShoppingCart.com website.

D. Client will pay for the eCommerce Services at the price and in accordance with any fee schedule indicated upon Client's ordering of the eCommerce Services. 1ShoppingCart.com may change the prices for the eCommerce Services at any time and any such change in prices will be effective immediately after 1ShoppingCart.com posts the change on its website or otherwise provides notice to Client in accordance with this Agreement. All fees collected under this Agreement are fully earned when due and nonrefundable when paid except as expressly provided for herein. All fees due under this Agreement must be paid via credit card or other payment method acceptable to 1ShoppingCart.com.

E. The eCommerce Services are either owned by 1ShoppingCart.com or licensed from a third party. In accordance with this Agreement and subject to the payment of applicable fees, 1ShoppingCart.com will provide certain hosting, support and other miscellaneous eCommerce Services licensed by Client under this Agreement during the term of this Agreement. Any hosting to be provided by 1ShoppingCart.com under the Agreement shall be on servers operated by or for 1ShoppingCart.com ("1ShoppingCart.com Servers") and several merchants may share the resources and network capacity of those 1ShoppingCart.com Servers.

F. For any and all trial periods, at the end of any such trials Client's account will automatically be converted to a 1ShoppingCart.com "Professional" account unless Client contacts 1ShoppingCart.com prior to the end of the trial and cancels the related account. For its eCommerce store builder eCommerce Services any such trial accounts will be converted to a "Premium" account at the end of the trial unless Client contacts 1ShoppingCart.com prior to the end of the trial and cancels the account.

G. 1ShoppingCart.com reserves the right to change, amend and/or alter the eCommerce Services or to otherwise provide equivalent or equal eCommerce Services without prior notice to Client. Client agrees to receive administrative communications from 1ShoppingCart.com in regards to the eCommerce Services, Client's account, policy changes and system updates.

2. Payment & Fees.

A. The eCommerce Services will commence on the date Client's order for the eCommerce Services is accepted by 1ShoppingCart.com (the "Effective Date") and will thereafter continue on the basis of successive billing periods (with the first day of each billing period being a "Billing Date") until terminated by either party in accordance with this Agreement. For each billing period, 1ShoppingCart.com will automatically charge the Client's credit card on each Billing Date for (i) any non-refundable recurring subscription fees as well as any other annual or one-time fees due in advance for the billing period beginning on that date, and (ii) any transaction fees and all other fees designated to be paid in arrears based on the value of goods and eCommerce Services sold through the Client's Website (as defined below) during the previous billing period. Client acknowledges and agrees that all recurring fees referenced in the Agreement or otherwise related to the eCommerce Services are to be recurring transactions billed on an ongoing basis until the eCommerce Services are terminated in accordance with this Agreement.

B. All fees are quoted in U.S. Dollars and exclude all applicable sales, use, and other taxes and government charges, whether federal, state or foreign, and you will be responsible for payment of all such taxes (other than taxes based on 1ShoppingCart.com's income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement.

C. Without limiting any of 1ShoppingCart.com's rights hereunder, should any fee payment become delinquent or not be retrievable from Client's credit card when due, 1ShoppingCart.com may suspend or cancel the eCommerce Services; however charges may continue to accrue in accordance with the Term of this Agreement and price of eCommerce Services. Additionally, 1ShoppingCart.com may bill an additional charge to reinstate a suspended Customer account. Client acknowledges and agrees that 1ShoppingCart.com is not responsible whatsoever for any effect the suspension of eCommerce Services might have on the ECommerce Services or the results or effectiveness thereof. If 1ShoppingCart.com provides any Service discount to Customer and Customer defaults on its payments or obligations as outlined herein, 1ShoppingCart.com may rescind all discounts and require full payment for the eCommerce Services. 1ShoppingCart.com reserves the right to refer any amounts owed hereunder to a third party for collection in the event of ongoing default. On any amounts not paid when due, Customer agrees to pay interest at the rate of 1.5% per month (18% per year) or, if such rate is in excess of the rate allowed by law, then Customer agrees to pay the highest rate allowed by law. In addition, Customer agrees to pay all costs of collection, including costs of litigation and reasonable attorneys' fees. 1ShoppingCart.com may also continue to submit charges on Client's credit card from time to time until all fees due are paid.

D. CUSTOMER UNDERSTANDS AND AGREES THAT ALL 1SHOPPINGCART.COM FEES AND CHARGES ARE NONREFUNDABLE AND THAT 1SHOPPINGCART.COM MAY CHANGE ANY FEE, RATE OR PLAN AT ANY TIME UPON NOTICE TO CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT.

E. Additionally, Client permanently and irrevocably waives any and all right to enact a 'chargeback' (that is, a disputed, reversed or contested charge with the applicable bank, credit card or charge card) against these payments for any reason whatsoever against 1ShoppingCart.com.

F. Clients who purchase eCommerce Services with an annual billing arrangement may receive a refund for terminating the ECommerce Services in the following circumstances:

- i. An annual-billed Client may receive a 100% refund for termination within thirty (30) days after the annual renewal date.
- ii. An annual-billed Client may receive a 50% refund for termination within thirty-one (31) and ninety (90) days after the annual renewal date.
- iii. An annual-billed Client may receive a 25% refund for termination within ninety-one (91) and one hundred eighty (180) days after the annual renewal date

G. In addition, if expressly noted in the ordering process, Client may receive a refund of 100% of the amount paid if Client terminates the eCommerce Services within thirty (30) days or less after the Effective Date. However, you acknowledge and agree that if you have surpassed any such thirty (30) day period, you will not be entitled to a refund.

Notwithstanding the foregoing, Client acknowledges and agrees that any such refund will not apply to any transaction fees owed by Client under the Agreement.

3. Ownership and License.

A. The eCommerce Services provided by 1ShoppingCart.com hereunder, and all worldwide intellectual property rights therein, are the exclusive property of 1ShoppingCart.com. All rights in and to the eCommerce Services not expressly granted to Client in this Agreement are wholly reserved by 1ShoppingCart.com.

B. Subject to the terms and conditions of this Agreement, 1ShoppingCart.com grants to Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the eCommerce Services. You acknowledge that the eCommerce Services and their structure, organization, and source code constitute valuable trade secrets of 1ShoppingCart.com. Accordingly, except as expressly allowed under this Agreement, you will not, either directly or through a third party, (i) copy, modify, adapt, alter, translate, or create derivative works from the eCommerce Services; (ii) distribute, sublicense, lease, rent, loan, or otherwise transfer the eCommerce Services to any third party; or (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the eCommerce Services. In the event of expiration or termination of this Agreement for any reason, the licenses granted under this Agreement shall automatically and immediately cease and you shall destroy all copies the eCommerce Services or related documentation in your possession.

“Background Technology” means computer programming & formatting code or operating instructions developed by or for 1ShoppingCart.com and used to host or operate a Website or a Web server in connection with a Website. Background Technology includes, but is not limited to, any files necessary to make forms, buttons, checkboxes, and similar functions and underlying technology or components, such as style sheets, animation templates, interface programs that link multimedia and other programs, customized graphics manipulation engines, and menu utilities, whether in database form or dynamically driven. Background Technology does not include any Customer Content or any derivatives, improvements, or modifications of Customer Content. All rights to the Background Technology not expressly granted to Customer hereunder are wholly retained by 1ShoppingCart.com. Where such Background Technology is provided to Customer hereunder, Customer may not either directly or through a third party, (i) copy, modify, adapt, alter, translate, or create derivative works from the Background Technology; (ii) distribute, sublicense, lease, rent, loan, or otherwise transfer the Background Technology to any third party; or (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Background Technology. In the event of expiration or termination of this Agreement for any reason, the any Background Technology licenses

granted under this Agreement shall automatically and immediately cease and you shall destroy all copies the Background Technology or related documentation in your possession.

C. Subject to the terms and conditions of this Agreement, 1ShoppingCart.com grants to Client a non-exclusive, non-transferable, revocable, royalty-free license (without the right to grant sublicenses) to use and reproduce certain trademarks provided to Client by 1ShoppingCart.com under this Agreement (“1ShoppingCart.com Marks”), solely for use in the display on those locations as designated by 1ShoppingCart.com in its sole discretion. 1ShoppingCart.com grants no rights in the 1ShoppingCart.com Marks other than those expressly granted in this Section. Client acknowledges 1ShoppingCart.com’s exclusive ownership of the 1ShoppingCart.com Marks. Client agrees not to take any action inconsistent with such ownership and Client agrees not to adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to the 1ShoppingCart.com Marks or in such a way as to create combination marks with the 1ShoppingCart.com Marks. At 1ShoppingCart.com’s request (in its sole discretion), Client will immediately discontinue any use and display of the 1ShoppingCart.com Marks. Client acknowledges and agrees that, except with respect to the trademark license granted herein in and to the 1ShoppingCart.com Marks, no licenses are granted by 1ShoppingCart.com to any other trademarks, service marks, or trade names owned by 1ShoppingCart.com, its parent, or affiliates.

D. Certain additional features that 1ShoppingCart.com may make available to Client in conjunction with the eCommerce Services may require access to and/or installation of additional software (including third party software) that is subject to supplemental or independent terms and conditions (“Additional Software”). Similarly, 1ShoppingCart.com may make available additional eCommerce Services (including third party eCommerce Services) that are subject to supplemental or independent terms and conditions (“Additional eCommerce Services”). Client agrees that Client will not use such Additional Software or Additional eCommerce Services unless Client has agreed to the applicable terms and conditions, including but not limited to Client’s payment of additional fees as required.

E. If Client purchases a domain name as part of the boarding process for the eCommerce Services (the “Domain Name” and/or “URL”) Client will be considered the owner of the Domain Name; however 1ShoppingCart.com will be listed as the technical contact. By using the eCommerce Services, Client represents and warrants that any name or word submitted to be used as all or part of the Domain Name does not infringe any trademark or domain name rights of any third party. Moreover, Customer warrants that it has a present good faith intention to use the Domain Name in connection with a commercial or personal endeavor and that it is not merely “cyber-squatting,” i.e., obtaining the Domain Name merely to attempt to sell the rights to the Domain Name or sub domain to some third party. Client further represents and warrants that the Domain Name will not violate the 1ShoppingCart.com Acceptable Use Policy and other acceptable use provisions referenced or listed herein.

4. Use and Ownership of Digital Images.

The eCommerce Services may contain clipart and photo images (collectively, the “Images”) and as such 1ShoppingCart.com may provide the Images to you in the process of providing the eCommerce Services. The Images are either owned by 1ShoppingCart.com or licensed from a third party. Unless otherwise stipulated by 1ShoppingCart.com, your use of the Images is subject to the restrictions set forth in this Section and otherwise in accordance with this Agreement.

Provided Customer is not in breach of this Agreement or any of the representations and warranties contained herein, and provided Customer pays the applicable fees, Customer may do the following subject to the restrictions set forth in this Agreement (upon termination of the eCommerce Services or this Agreement all Customer rights and licenses in and to the Images shall immediately terminate):

- incorporate the Images into your own original work and publish, display and distribute your work on the Website. You may not, however, resell, sublicense or otherwise make available the Images for use or distribution separately or detached from a product or webpage. For example, the Images may be used as part of a webpage design, but may not be made available for downloading separately or in a format designed or intended for permanent storage or re-use by others. Similarly, Customer may be provided with copies of the Images (including digital files) as part of work product, but Customer is not permitted to use the Images separately or as part of any other product;

- back up, copy, or archive the Images as necessary for internal use, and only as necessary for that use. Any copy or archive you make must include the Image’s copyright information; and

- in the normal course of work flow, convey to a third party (such as a printer) temporary copies of the Images that are integral to your work product and without which the product could not be completed.

Customer may not:

- create scandalous, obscene, defamatory or immoral works using the Images, nor use the Images for any other purpose which is prohibited by law;

- use the Images or any part of it as part of a trademark, service mark, or logo. 1ShoppingCart.com and those third parties from whom they have licensed images retain the full rights to the Images, and therefore Customer cannot establish their own rights over any part of the Images;

- remove any copyright or trademark from any place where it appears on the Images or its accompanying materials;

- rent, lease, sublicense or lend the Images, or a copy thereof, to another person or legal entity without the express written consent of 1ShoppingCart.com;

- transfer the rights to the Images, accompanying materials or storage media for the Images, except as specifically provided for in this Agreement. All other rights are reserved by 1ShoppingCart.com and those third parties from whom 1ShoppingCart.com has licensed images;
- reverse engineer, decompile, or disassemble any part of the Images, accompanying materials or storage media for the Images, subject to applicable law;
- copy or reproduce the Images, accompanying materials or storage media for the Images;
- display the Images in any digital format or for any digital use at a resolution greater than 640x480 pixels, except in editorial or preliminary design work. Doing so will be viewed as an attempt to distribute the Images in violation of this Agreement;
- re-sell, distribute or sub-license the Images, storage media for the Images, or the rights to use the Images to anyone for any purpose, except as specifically provided for in this Agreement; or
- use the Images in any way that could be considered defamatory, libelous, pornographic, immoral, obscene or fraudulent, either by making physical changes to it, or in the juxtaposition to accompanying text. Customer agrees not to use Images as part of any use involving sensitive subject matter, as determined by 1ShoppingCart.com in its sole discretion, including but not limited to the following sensitive subjects: all sexual issues, sexually transmitted diseases, substance abuse, alcohol, tobacco, cancer, mental ailments, alternative lifestyles issues, and physical or mental abuse, without advance written consent from 1ShoppingCart.com and any model in such Image. Sensitive subject usage pertains to both commercial and editorial uses.

5. Client Responsibilities.

Customer shall be responsible for the following (whereby failure to adhere to these responsibilities shall constitute a material breach of this Agreement):

- providing current and updated Customer information (including but not limited to Customer's name, address, email address, postal address, phone and fax numbers, etc.) for 1ShoppingCart.com's use in contacting Customer regarding the eCommerce Services, keeping Client's profile updated, and otherwise as necessary in regards to the eCommerce Services;
- providing all necessary and required information, data, text, music, sound, images, photographs, graphics, video, messages, tags and custom images (including, but not limited to, design, pamphlets, brochures, logos, and other images) and other materials ("Content") to be used in connection with a Customer website or online store ("Website") or otherwise for use in conjunction with the eCommerce Services, other than that Content which 1ShoppingCart.com expressly agrees to supply;

- acquiring any authorizations necessary to use intellectual property (including, but not limited to, copyrights and trademarks) or information of third parties;
- contacting 1ShoppingCart.com for all changes and modifications to the eCommerce Services starting from the date of sale and otherwise remaining engaged in the related processes;
- providing 1ShoppingCart.com with unrestricted access to the Website and/or related accounts as needed for 1ShoppingCart.com to provide the eCommerce Services hereunder;
- granting to 1ShoppingCart.com and its subcontractors the necessary rights and licenses with respect to the Website, the Content and materials related thereto in order to carry out obligations under this Agreement;
- allowing 1ShoppingCart.com to make a reasonable number of archival or back-up copies of the Website as deemed necessary by 1ShoppingCart.com in providing the eCommerce Services;
- ensuring that Customer maintains a current and complete backup of their Content at all times;
- obtaining Internet connectivity to access the Website, to send and receive e-mail, and to otherwise access and utilize the Internet; and
- contacting 1ShoppingCart.com with notice of Customer's decision to cancel or discontinue the eCommerce Services. IF NO SUCH NOTIFICATION IS GIVEN TO 1SHOPPINGCART.COM BY CUSTOMER, 1SHOPPINGCART.COM WILL ASSUME CUSTOMER IS SATISFIED WITH AND ACCEPTS ALL ECOMMERCE SERVICES, AND 1SHOPPINGCART.COM WILL BILL ANY RELATED FEES DIRECTLY TO CUSTOMER'S CREDIT CARD.

6. Customer Representations and Warranties.

Customer hereby represents and warrants as follows:

- Customer can form legally binding contracts under applicable law;
- Customer is at least eighteen (18) years old and is responsible for supervising the activities of any under-age user;
- to Customer's knowledge, there is no action, proceeding, or investigation pending or threatened which questions, directly or indirectly, the validity or enforceability of this Agreement;

- entering into this Agreement or otherwise purchasing the eCommerce Services will not conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default, or result in a termination of, any agreement or instrument to which the Customer is a party;

- Customer has taken all actions required by applicable law, and have obtained all consents which are necessary to authorize or enable it to enter into this Agreement and/or purchase the ECommerce Services;

- to the extent that Customer is a business entity, the individual ordering the eCommerce Services or otherwise entering into this Agreement on behalf of Customer has been duly authorized and are empowered to bind Customer to this Agreement;

- Customer shall ensure the accuracy of materials provided to 1ShoppingCart.com, including, without limitation, Content, descriptive claims, warranties, guarantees, nature of business, and contact information for Customer;

- Customer shall acquire any authorizations necessary for hypertext links to third party websites used on the Website or otherwise in conjunction with the eCommerce Services;

- to the extent Customer gathers any personal information about visitors to the Website, Customer shall not share that personal information with any third party without first obtaining a visitor's consent;

- Customer will not provide Content or other materials, or use the eCommerce Services in any manner that infringes on a proprietary interest of any third party, including without limitation, any copyright, trademark, domain registration right, trade secret or patent right, and will further not use the eCommerce Services as a mechanism designed to facilitate such infringement; and

- Customer's Content, other materials provided in conjunction with the ECommerce Services, and use of the eCommerce Services shall in all respects conform to all applicable federal, state, county, and municipal laws, regulations, governmental agency orders, and court orders (including those governing the export of technical information).

Customer further represents and warrants that they will not provide or use any Content or other materials or use the ECommerce Services or the Website in a manner deemed to be any of the following:

- encouraging illegal or criminal conduct;

- promoting, facilitating or engaging in, consumer deception or fraud, drug use, drug dealing, pyramid schemes, gambling, or any other illegal activities;

- promoting or providing of instructional information about illegal activities or physical harm or injury to any group, individual, institution or property;

- offensive, including without limitation, bigotry, racism, discrimination, hatred, or profanity;
- pornographic or obscene in any manner whatsoever;
- violent or encouraging violence;
- disparaging, defamatory, libelous, or results in an invasion of privacy;
- containing any viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage or interfere with any system, data or personal information;
- intentionally holding 1ShoppingCart.com or their employees, directors or stockholders up to public scorn, ridicule, or defamation; or
- stating or implying that the Website is placed by 1ShoppingCart.com or any party with a contractual relationship with 1ShoppingCart.com, or that such parties endorse Customer's products or eCommerce Services.

For all domain names or uniform resource locators used by Customer in conjunction with the eCommerce Services (collectively the "URL's"), Customer represents and warrants that any name or word submitted to be used as all or part of a domain name or URL does not infringe any trademark or domain name rights of any third party. Moreover, Customer further represents and warrants that it has a present good faith intention to use any domain name or URL it requests in connection with the eCommerce Services and that it is not merely "cybersquatting" (i.e., obtaining the a domain name merely to attempt to sell the rights to the domain name or subdomain to some third party).

Customer further represents and warrants that they will use the eCommerce Services in accordance with 1ShoppingCart.com's Acceptable Use Policy and in a manner that does not interfere with or disrupt other network users, eCommerce Services, or equipment. Without limiting any of its other rights set forth herein, 1ShoppingCart.com reserves the right to terminate or suspend any and all eCommerce Services without notice if any such interference is determined by 1ShoppingCart.com to exist. Such interference or disruption includes, but is not limited to:

- scale distribution of messages, including bulk e-mail or unsolicited spam e-mail, or wide-scale distribution of messages to inappropriate mailing lists, newsgroups, or other public or private forums;
- propagation of computer worms or viruses; and/or
- use of the network to make unauthorized entry to other computational, information, or communications devices or resources. This includes unauthorized security probing activities

or other attempts to evaluate the security integrity of a network or host system without permission.

7. Customer Website and Content.

A. Client will be solely responsible for the development, operation and maintenance of the Website, including the operation of the Website, accepting, processing and filing customer orders generated through the Website, and handling any customer inquiries, complaints, or disputes arising from orders or sales generated through the Website. Client agrees that 1ShoppingCart.com has no obligation to back-up any data related to the Website's operations and Client should independently take appropriate steps to maintain such data in accordance with Client's needs and requirements (even if the Website is developed through 1ShoppingCart's online store builder).

B. Client will be solely responsible for creating, managing, editing, reviewing, deleting and otherwise controlling the Content on the Website or otherwise utilized by Client in conjunction with the eCommerce Services, including all descriptions of the products and eCommerce Services Client offers or sells to customers via the Website and/or eCommerce Services. Client retains all rights, title and interest in and to all intellectual property rights embodied in the Content, exclusive of any content provided by 1ShoppingCart.com. Notwithstanding anything contained in the foregoing, if Client breaches any of the covenants of this Agreement, 1ShoppingCart.com is entitled to immediately suspend or terminate eCommerce Services, the Website and/or any access to information or data related to Client's account.

C. Client acknowledges that when providing its eCommerce Services 1ShoppingCart may provide Client with the ability to publish and distribute Client's own or third party products, eCommerce Services or content, and 1ShoppingCart.com and its eCommerce Services are acting only as passive conduits for the distribution and/ or publishing of such products, eCommerce Services and/or Content. 1ShoppingCart.com has no obligation to Client or any third party, and undertakes no responsibility, to review the Content to determine whether any such Content may incur liability to third parties. Notwithstanding anything to the contrary herein, if 1ShoppingCart.com believes in its sole discretion (as applicable) that the Content may create liability for 1ShoppingCart.com, Client agrees that 1ShoppingCart.com may take any actions with respect to the Content that 1ShoppingCart.com believes are prudent or necessary to minimize or eliminate 1ShoppingCart.com's potential liability. 1ShoppingCart.com shall, as applicable, be the sole judge of what Content or materials may create liability for 1ShoppingCart.com.

D. Moreover, Client covenants that any products, eCommerce Services, or Content published and distributed on the Website or otherwise in conjunction with the ECommerce Services shall not violate the 1ShoppingCart.com Acceptable Use Policy that is incorporated herein by reference and as it may be amended from time to time, nor shall they:

- be false, inaccurate or misleading;

- be fraudulent or involve the sale of counterfeit or stolen items;
- infringe or misappropriates any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- violate any law, statute, ordinance or regulation (including, but not limited to, those governing privacy, publicity, export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- be defamatory, trade libelous, unlawfully threatening or harassing, or advocating, promoting or providing assistance involving violence, significant risk of death or injury, or other unlawful activities;
- be obscene or contain child pornography;
- contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- involve the transmission of any unsolicited commercial or bulk email (known as "spamming") and Client shall not use its account or the Website as a return address for unsolicited commercial mail originating elsewhere or participate in any activities related to so-called pyramid or ponzi schemes;
- involve the collection or attempt to collect personally identifiable information of any person or entity, except with the express written consent of that person or entity and of which consent You shall maintain a written record for a period of three (3) years after any termination of this Agreement;
- be harmful or potentially harmful to the 1ShoppingCart.com Server structure as determined in 1ShoppingCart.com's sole discretion, including without limitation overloading the 1ShoppingCart.com technical infrastructure;
- involve subleasing Client's account or offering "free space" on or other access to Client's account or the Website to third parties;
- create liability for 1ShoppingCart.com and its subcontractors or expose them to undue risk or otherwise engage in activities that 1ShoppingCart.com, in its sole discretion, determines to be harmful to 1ShoppingCart.com's affiliates, operations, reputation, or goodwill; and/or
- link directly or indirectly to or include descriptions of goods or eCommerce Services that violate any applicable law, statute, ordinance or regulation.

E. Except as otherwise stated in the Agreement, Customer is to be considered the owner of all Customer Content. During the period that 1ShoppingCart.com provides ECommerce

Services to you pursuant to this Agreement, you hereby grant to 1ShoppingCart.com and its subcontractors a limited, non-exclusive, royalty-free, worldwide license to copy, reproduce, distribute, transmit, display, perform, create derivative works from, modify, and otherwise use and exploit the Website and the Content solely for the purpose of rendering the ECommerce Services hereunder.

F. In the event that Customer posts Content or allows its users to upload Content onto a Website, Customer agrees to designate a copyright agent under the Digital Millennium Copyright Act (“DMCA”) (see 17 U.S.C 512(c)(3) for further detail). In the event that a copyright holder contacts 1ShoppingCart.com’s copyright agent under the DMCA, Customer acknowledges and agrees that 1ShoppingCart.com may take all necessary action as required under the DMCA in its sole discretion, including removing Content from Customer’s website.

G. Except as expressly allowed under this Agreement, you will not, either directly or through a third party, transfer your interest in and to the Website to any third party without the express written consent of 1ShoppingCart.com.

8. **Reservation of Rights.**

A. Without limiting other remedies or any of its other rights set forth herein, 1ShoppingCart.com reserves the right to revoke any and all licenses granted hereunder, revoke access to the eCommerce Services, or to otherwise limit, deny, terminate, or suspend, in whole or in part, any and all eCommerce Services without notice if (i) Customer fails to pay any fees owed under this Agreement when due, or (ii) in 1ShoppingCart.com’s sole discretion, the eCommerce Services are used, or to be used, in a manner that is improper, illegal, in contravention of any of the representations or warranties made by Customer herein, or would otherwise amount to a breach of this Agreement or the documents it incorporates by reference. In the event of such termination or suspension, Customer agrees that the unused portion of any fees Customer may have paid for eCommerce Services are an appropriate recompense to 1ShoppingCart.com for the time required to respond to and address issues created by Customer’s illegal or improper actions, and Customer agrees not to seek recovery of those fees, however Customer acknowledges and agrees that this will not constitute a waiver by 1ShoppingCart.com of any other available remedies nor will it be considered satisfaction of the matter or any related claims that 1ShoppingCart.com may have against Customer.

B. 1ShoppingCart.com further reserves the right to reject, alter, modify, or remove the Website, Website domain name, URL, or any Content (including, but not limited to, any language, words, text, photographs, designs, drawings, graphics, images, symbols, or logos) which 1ShoppingCart.com deems, in its sole discretion, to be improper, illegal, in contravention of any of the representations or warranties made by Customer herein, or otherwise in breach of this Agreement, and where necessary 1ShoppingCart.com will also actively assist and cooperate with law enforcement agencies and government authorities in collecting and tendering information about Customer as well as any eCommerce Services, Websites, domain names, URL’s, Content and those persons that may have accessed any of

the foregoing. Notwithstanding the foregoing, Customer acknowledges and agrees that 1ShoppingCart.com shall have no obligation to review any Content.

C. For any eCommerce Services involving a domain name or Website, for any such domain name or pages of the Website that do not resolve on the Internet, 1ShoppingCart.com reserves the right to point and/or redirect the domain name and/or pages to a page that may be modified at any time by 1ShoppingCart.com without prior notice to you and that may include such things as, without limitation (i) links to additional products and eCommerce Services offered by 1ShoppingCart.com, (ii) advertisements for products and eCommerce Services offered by third-parties, and/or (iii) an Internet search engine interface. If you do not wish to have the related domain name and/or web pages point to such a page, please provide notice to 1ShoppingCart.com in accordance with this Agreement (i.e., “opt out”).

9. Customer Collection and Use of Visitor Data.

A. As between 1ShoppingCart.com and you, you shall own any data disclosed by or collected about an individual that accesses your Website to browse or shop (“Visitor Data”). 1ShoppingCart.com’s use of such data is described in the 1ShoppingCart.com Privacy Policy located at <http://www.1ShoppingCart.com>, which is incorporated herein by reference and as it may be amended from time to time. 1ShoppingCart.com shall collect, store and process Visitor Data on computers located in the United States that are protected by physical as well as technological security devices. If you object to Visitor Data or your Data being collected, stored or processed in this way, you agree not to use any 1ShoppingCart.com eCommerce Services.

B. You shall maintain all Customer Data that is collected by or disclosed to you in trust and confidence and use and disclose such information solely in accordance with your privacy policy. You must post, maintain and adhere to your privacy policy that informs your Website customers what Visitor Data is collected, how it is used, the effective date of your privacy policy and how customers of your Website can learn of changes to your privacy policy. You shall include a hyperlink to your privacy policy on the home page of your Website and on all pages where you collect Visitor Data. In addition, you must prominently include within your posted privacy policy a statement notifying your customers that your Website is hosted by 1ShoppingCart.com and that 1ShoppingCart.com has access to aggregated information about customers of your Website in order for 1ShoppingCart.com to analyze performance and make improvements to 1ShoppingCart.com products.

10. Term and Termination.

A. Client may terminate this Agreement at any time by giving 1ShoppingCart.com notice at least seven (7) days prior to the next Billing Date in accordance with Section 11 below.

B. Without limiting any other provisions of this Agreement, 1ShoppingCart.com may immediately terminate this Agreement at any time for convenience by giving Client notice in accordance with this Agreement. In addition to its other rights contained in this Agreement as they apply to termination, and without limiting those rights in any manner,

1ShoppingCart.com may immediately terminate this Agreement, limit Client's activity, issue a warning, temporarily suspend, indefinitely suspend or terminate Client's account or the ECommerce Services, in whole or in part, and/or refuse to provide some or all of the ECommerce Services functionality to Client, without notice, if in 1ShoppingCart.com's sole discretion: (i) Client fails to pay any fees in accordance with this Agreement; (ii) Client breaches the covenants of this Agreement; (iii) Client breaches this Agreement or the documents it incorporates by reference in any other manner; (iv) 1ShoppingCart.com is unable to verify or authenticate any information Client provided to 1ShoppingCart.com; or (v) 1ShoppingCart.com believes that Client's actions may cause financial loss or legal liability for Client or 1ShoppingCart.com.

C. In the event of termination of this Agreement for any reason, the licenses granted under this Agreement shall automatically and immediately cease and Client shall destroy all copies of the eCommerce Services in its possession. Following termination the Client will have no right to use or access the ECommerce Services. Upon termination, there will be no refund provided to Client and all outstanding fees owed by Client shall become immediately due and payable. In its discretion, 1ShoppingCart.com may permit a Client to recover data from the eCommerce Services following termination after payment of additional fees. Additionally, if applicable, within thirty (30) days of termination of this Agreement Client must move the Domain Name from any 1Shopping Cart.com Servers. Termination shall not affect the rights of 1ShoppingCart.com to recover from Client losses, damages, indemnity, defense costs, expert costs, collection costs and/or attorney's fees or expert witnesses' cost or other costs of any kind under this Agreement.

11. Notice.

A. Notice to Customer hereunder shall be deemed effective when (i) delivered orally, by calling Client's representative or by leaving a voicemail for Client's representative at the telephone number in Client's profile, (ii) sent via e-mail to the contact e-mail address in Client's profile; (iii) sent via fax, to the Customer fax number in Client's profile; (iv) sent by regular mail, certified mail with return receipt requested, or by Federal Express or other recognized overnight delivery service to the Customer mailing address in Customer's profile or (v) posted on <http://www.1shoppingcart.com/terms-of-service> and/or any of the applicable pages linked thereto, as updated from time to time. Client may give notice to 1ShoppingCart.com by certified mail with return receipt requested to the following address:

1ShoppingCart.com
12808 Gran Bay Parkway, West
Jacksonville, FL 32258
Attn: Legal Department

All mail notices shall be effective upon receipt, email and fax notices shall be effective upon transmission and all Website notices shall be immediately effective upon posting on the Website and/or any of the applicable pages linked thereto.

By providing your contact information to 1ShoppingCart.com or otherwise entering such information in the Client profile, you agree that 1ShoppingCart.com may use the information you have provided to contact you via email, postal mail, telephone or fax in any format or manner. 1ShoppingCart.com may, but shall have no obligation to, send a single notice by various means of delivery (i.e., fax, email, certified mail or express mail). In no event shall 1ShoppingCart.com be liable to you for choosing to send notice to one address, or by one means of delivery, and not others.

B. Notwithstanding the foregoing, Client must give notice of termination by calling 1ShoppingCart.com at the following number: 1-705-792-1961.

12. **Affiliate Program.**

If during the order process Client checked the box to participate in the 1ShoppingCart.com affiliate marketing program, or has otherwise been accepted by 1ShoppingCart.com to participate in such affiliate marketing program, the following provisions apply:

i. 1ShoppingCart.com will pay a commission (the “Commission”) equal to ten percent (10%) of amounts billed and received by 1ShoppingCart.com from new customers who purchase eCommerce Services from 1ShoppingCart.com within six (6) months after clicking on an approved 1ShoppingCart.com affiliate marketing banner on a website owned or controlled by Client.

ii. All tracking of referrals and clicks are as determined by 1ShoppingCart.com’s systems. 1ShoppingCart.com will not pay Commissions on sales that are subsequently rescinded or charged back and any Commissions paid on such sales must be repaid or debited from future Commissions due.

iii. Self-referrals are only to be paid in cases where both the referring and referred account both remain in active paid status. Moreover, if the referring account is closed then the commissions will no longer be paid on any existing or new self-referrals.

iv. In the event that a referral does not appear on a Client’s referral report, the Client has thirty (30) days from the report date to notify 1Shoppingcart.com of that referral otherwise it will not be processed or otherwise credited or attributed to the Client. For any requests to manually process a referral, the referring account must have been opened prior to the referred account.

v. 1ShoppingCart.com will aggregate Commissions due and issue checks only when the check amount is equal to or greater than \$50.00 (USD).

vi. 1ShoppingCart.com may change the commission rate and other terms and conditions of this affiliate marketing program at any time, with such changes to be effective when posted to the 1ShoppingCart.com website.

vii. After enrolling in the affiliate marketing program, a Client must click the referral program link within the Client's account and use the enclosed tracking link. Client may not use or display on the affiliate link any material that is defamatory, misleading, libelous, obscene or otherwise potentially damaging to the reputation of 1ShoppingCart.com.

viii. A Client enrolled in the affiliate marketing program will continue to earn Commissions even after the Client terminates ECommerce Services. 1ShoppingCart.com may offset against any Commissions earned, however, any due and unpaid amounts in respect of ECommerce Services.

13. **Indemnification.**

A. Customer hereby agrees to indemnify, defend, and hold harmless 1ShoppingCart.com and each of 1ShoppingCart.com's officers, directors, employees, agents, and affiliates, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, settlements, out-of-pocket costs, expenses and disbursements (including reasonable costs of investigation, and reasonable attorneys, accountants and expert witness fees), of whatsoever kind and nature, that are imposed on or incurred by 1ShoppingCart.com as a consequence of or in connection with: (i) any breach of this Agreement by Customer, (ii) any breach or violation by Customer of any other 1ShoppingCart.com term, condition, rule, agreement or policy, (iii) any representation or warranty by Customer that proves to be untrue or inaccurate in any way, (iv) any failure by Customer to perform in accordance with this Agreement, (v) Customer's use of the eCommerce Services, or (vi) the Website, Content and/or URL's. 1ShoppingCart.com and the other indemnified parties' rights hereunder shall not be limited or offset by any contributory negligence by 1ShoppingCart.com or any other such indemnified party.

B. Customer agrees to give prompt written notice to 1ShoppingCart.com upon the receipt of notice of any claim by a third party against Customer which might give rise to a claim against 1ShoppingCart.com, stating the nature and the basis of such claim and, if ascertainable, the amount thereof.

14. **No Guarantee of Results.**

Client acknowledges that 1ShoppingCart.com does not guarantee, imply, or predict any type of profit or response from the ECommerce Services. The ECommerce Services may be subject to interruptions, loss of data, deletion of data and conditions that prevent the proper operation of the ECommerce Services resulting from conditions of events outside the reasonable control of 1ShoppingCart.com and for which 1ShoppingCart.com will bear no responsibility. Client irrevocably covenants, promises and agrees to indemnify 1ShoppingCart.com and its assigns and to hold them harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint or several, of whatever kind or nature that they may sustain or to which they may become subject arising out of or relating in any way to the use of the eCommerce Services, including, without limitation, in each case attorneys' fees, costs and expenses actually incurred in defending

against any such claims or enforcing the prerogatives of 1ShoppingCart.com under this Agreement.

15. Warranty Disclaimer.

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE ECOMMERCE SERVICES IS SOLELY AT YOUR OWN RISK, AND THAT EXCEPT AS EXPRESSLY PROVIDED HEREIN THE ECOMMERCE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. 1SHOPPINGCART.COM, ITS SUPPLIERS AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. FURTHERMORE, 1SHOPPINGCART.COM DOES NOT WARRANT THAT THE ECOMMERCE SERVICES AND/OR ANY INFORMATION OBTAINED THEREBY SHALL BE COMPLETE, ACCURATE, UNINTERRUPTED, SECURE OR ERROR FREE. 1SHOPPINGCART.COM FURTHER MAKES NO WARRANTY THAT THE ECOMMERCE SERVICES WILL MEET YOUR REQUIREMENTS, NOR DOES 1SHOPPINGCART.COM MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ECOMMERCE SERVICES.

16. LIMITATION OF LIABILITY.

A. YOU ACKNOWLEDGE AND AGREE THAT 1SHOPPINGCART.COM WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, TO YOU OR ANY OTHER PARTY FOR ANY (i) TERMINATION, SUSPENSION, LOSS, OR MODIFICATION OF YOUR SERVICE, (ii) USE OF OR INABILITY TO USE THE SERVICE, (iii) INTERRUPTION OF BUSINESS, (iv) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR A SERVICE (INCLUDING, WITHOUT LIMITATION, TO WEBSITES ACCESSED BY THE DOMAIN NAME REGISTERED IN YOUR NAME), (v) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, (vi) EVENTS BEYOND 1SHOPPINGCART.COM’S AND ITS SUBCONTRACTORS’ REASONABLE CONTROL, (vii) APPLICATION OF ANY APPLICABLE LAW, REGULATION OR 1SHOPPINGCART.COM POLICY (INCLUDING, WITHOUT LIMITATION, ANY RELEVANT DISPUTE POLICY OR ANY OTHER ICANN OR SIMILAR GOVERNMENTAL OR SUCCESSOR ORGANIZATION ADOPTED POLICIES), (viii) DISBURSEMENT OR NON-DISBURSEMENT OF FUNDS BY PAYMENT PROCESSORS; (ix) TRANSACTIONS CONDUCTED ON A USER WEBSITE, INCLUDING FRAUDULENT TRANSACTIONS; (x) LOSS INCURRED IN CONNECTION WITH YOUR ECOMMERCE SERVICES, INCLUDING IN CONNECTION WITH E-COMMERCE TRANSACTIONS; (xi) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (xii) STATEMENTS OR CONDUCT OF ANY THIRD

PARTY USING YOUR ECOMMERCE SERVICES, OR (xiii) ANY OTHER MATTER RELATING TO YOUR USE OF THE ECOMMERCE SERVICES.

B. ADDITIONALLY, 1SHOPPINGCART.COM WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, GOODWILL, DATA, THE COST OF REPLACEMENT GOODS OR ECOMMERCE SERVICES, BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES), WHETHER FORESEEABLE OR NOT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF 1SHOPPINGCART.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE FOREGOING SHALL APPLY DESPITE ANY NEGLIGENCE, MISCONDUCT, ERRORS OR OMISSIONS BY 1SHOPPINGCART.COM, INCLUDING WITHOUT LIMITATION, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR TECHNICAL OPERATIONS.

C. IN NO EVENT SHALL 1SHOPPINGCART.COM'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE ECOMMERCE SERVICES, BUT IN NO EVENT SHALL IT BE GREATER THAN FIVE HUNDRED DOLLARS (\$500.00), AND YOU ACKNOWLEDGE AND AGREE THAT THIS WILL BE YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT AND OTHERWISE IN RELATION TO YOUR USE OF THE ECOMMERCE SERVICES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

D. YOU ALSO ACKNOWLEDGE AND AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR ECOMMERCE SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION INITIALLY AROSE OR SUCH CLAIM OR CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

E. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS CONTAINED IN THIS SECTION ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT, AND ABSENT SUCH LIMITATIONS, 1SHOPPINGCART.COM WOULD NOT ENTER INTO THIS AGREEMENT OR PROVIDE ECOMMERCE SERVICES HEREUNDER. EACH PARTY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN.

F. 1SHOPPINGCART.COM SHALL ALSO HAVE NO LIABILITY FOR ANY CONTENT PROVIDED BY CUSTOMER THAT INFRINGES OR VIOLATES ANY RIGHTS OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, RIGHTS OF PUBLICITY, RIGHTS OF PRIVACY, PATENTS, COPYRIGHTS, TRADEMARKS, TRADE SECRETS, AND/OR LICENSES. 1SHOPPINGCART.COM DISCLAIMS ANY

RESPONSIBILITY FOR ANY CONTENT, GOODS, AND ECOMMERCE SERVICES SOLD BY CUSTOMER OR OTHERWISE AVAILABLE THROUGH THE WEBSITE, OR THE QUALITY OR ACCURACY OF ANY INFORMATION ON THE WEBSITE. 1SHOPPINGCART.COM WILL NOT ENDORSE, WARRANT, OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH THE WEBSITE, AND WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN CUSTOMER AND THIRD-PARTY PURCHASERS OF PRODUCTS OR ECOMMERCE SERVICES OFFERED THROUGH OR RESULTING FROM THE ECOMMERCE SERVICES OR USE OF THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ALL SALES OF GOODS OR ECOMMERCE SERVICES, CREDIT CARD TRANSACTIONS, BANKING OR SECURITIES TRANSACTIONS, OR ANY BUSINESS, SERVICE OR MERCHANDISE AGREEMENTS.

17. **General.**

A. **Governing Law and Venue.** This Agreement shall be governed by the laws of the United States of America and the State of Florida, without regard to conflict of laws principles, as if the Agreement was a contract wholly entered into and wholly performed within Duval County in the State of Florida. Customer agrees that any judicial proceeding relating to or arising out of this Agreement or the ECommerce Services shall be instituted only in a federal or state court of competent jurisdiction in Duval County in the State of Florida, and Customer consents to the personal jurisdiction of such court and waives the right to challenge the jurisdiction of such court on grounds of lack of personal jurisdiction or forum non conveniens or to otherwise seek a change of venue. Customer also agrees to waive the right to trial by jury in any action that takes place relating to or arising out of this Agreement or the eCommerce Services.

B. **Legal Compliance.** Client shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding its use of the ECommerce Services.

C. **Agency & Partnerships.** This Agreement does not create any agency, employment, partnership, joint venture, franchise, or other similar or special relationship between you and 1ShoppingCart.com. Neither Party will have the right or authority to assume or create any obligations or to make any representations, warranties or commitments on behalf of the other Party or its affiliates, whether express or implied, or to bind the other Party or its affiliates in any respect whatsoever.

D. **Entire Agreement.** This Agreement, as well as any additional 1ShoppingCart.com terms and conditions, rules, policies, and service agreements, together with all modifications thereto, constitute the entire agreement between you and 1ShoppingCart.com concerning your use of the ECommerce Services and any other subject matter related to this Agreement, and supersedes and governs all prior proposals, agreements or other communications between you and 1ShoppingCart.com (including, but not limited to, any prior versions of this Agreement). Customer may not waive, modify or supplement this Agreement, in whole or in part, except for written permission or amendment by 1ShoppingCart.com. 1ShoppingCart.com reserves the right to unilaterally modify and revise the Agreement from

time to time. Such modifications or revisions shall be provided to Customer via the Notice provisions set forth in Section 11 above (Notice) and Customer shall be deemed to have accepted, and to be apprised of and bound by, any such modifications or revisions to the Agreement.

E. Force Majeure. Neither Party shall be deemed in default hereunder, nor shall it hold the other Party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the Party relying upon this Section shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, 1ShoppingCart.com may immediately terminate this Agreement and shall have no liability therefore.

F. Assignment. Customer may not assign or transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of 1ShoppingCart.com. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. 1ShoppingCart.com may assign its rights and obligations under this Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without notice to or consent of the Customer. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

G. No Third Party Beneficiary. You acknowledge and agree that nothing herein, express or implied, is intended to nor shall be construed to confer upon or give to any person, other than you, any interests, rights, remedies or other benefits conveyed to you herein.

H. Severability; Waiver. Any failure by 1ShoppingCart.com to enforce any of its rights under this Agreement or any applicable laws shall not constitute a waiver of such right. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, 1ShoppingCart.com will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of 1ShoppingCart.com as reflected in the original provision. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

I. Headings and Interpretation. The Section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. Also, in all references herein to any parties, persons, entities or corporations, the use of any particular gender, or the plural or singular number is intended to include the appropriate gender and number as the text of this Agreement may require. When used in this Agreement, the term "including" means "including without limitation," unless expressly stated to the contrary.

J. Survival. Section 1 (eCommerce Services), Section 2 (Payment & Fees) with respect to any outstanding fees owed for the eCommerce Services, Section 3 (Ownership and License), Section 4 (Use and Ownership of Digital Images), Section 5 (Client Responsibilities), Section 6 (Client Representations and Warranties), Section 7 (Customer Website and Website Content), Section 8 (Reservation of Rights), Section 9 (Customer Collection and Use of Visitor Data), Section 10 (Termination and Suspension), Section 13 (Indemnification), Section 15 (Warranty Disclaimer), Section 16 (Limitation of Liability), and Section 17 (General) shall survive any termination or expiration of this Agreement where necessary for 1ShoppingCart.com to enforce its rights therein.

K. Prohibited Transactions. Client warrants that Client is not, nor is Client acting on behalf of any person or entity that is, prohibited from engaging in transactions with U.S. citizens, nationals or entities under applicable U.S. law and regulation including, but not limited to, regulations issued by the U.S. Office of Foreign Assets Control (“OFAC”). In addition, Client is not, nor is Client acting on behalf of any person or entity that is, a Specially Designated National (“SDN”), as OFAC may so designate from time to time. In addition to all other rights and remedies available to Company under this Agreement, and at law and in equity, Client’s breach of this section shall result in immediate termination of the Agreement and forfeiture of any and all eCommerce Services or amounts previously provided, paid and/or owed to Client under this Agreement.

L. Miscellaneous. Each party hereto agrees that its performance under this Agreement shall in all respects conform to all applicable laws, rules, and regulations of the United States governing the export of technical information. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the eCommerce Services or this Agreement.

SCHEDULE F

DNS HOSTING

You are responsible for all programs, images, movies, sounds, text, data and other information of all types and sorts on the host computer you use in association with any of the DNS services and hosting provided by SRSPlus.

You agree to provide information and/or other materials related to the host computer content as reasonably requested by SRSPlus to verify your compliance with this Agreement and any additional policies. You further acknowledge and agree that, with respect to web-based applications, SRSPlus may crawl or otherwise monitor the external interfaces of the host computer used by you in connection with the DNS Services for the purpose of verifying your compliance with this Agreement and any additional policies and you may not seek to block or otherwise interfere with such crawling or monitoring (and SRSPlus may use technical means to overcome any methods used on your application to block or interfere with SRSplus’ crawling or monitoring).

In addition to the indemnities provided for in the Agreement, you agree to indemnify, defend and hold SRSPlus and its affiliates, each of their business partners and each of their respective employees, officers, directors and representatives, harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including attorney fees), arising out of or in connection with any claim arising out of the host computer content, including but not limited to any claim involving infringement or misappropriation of third-party rights and/or the use, development, design, manufacture, production, advertising, promotion and/or marketing of the host computer content. DNS Hosting (Annual Pricing)

DNS Hosting Pricing – see current pricing at www.srsplus.com

SCHEDULE G

PREMIUM DOMAIN NAMES

A. Premium Domain Names

Our Premium Domain Name Service offers for sale domain names that may be registered to third parties (also known as aftermarket or secondary market domain names) in a variety of tlds (such as .com, .net, .org, .biz and .info tld's). All Premium Domain Name registrations are offered on a "first come, first served" basis. After you complete the Premium Domain Name registration application, including payment of the purchase price, we will initiate the transfer of the Premium Domain Name to your account. At the time of transfer of the Premium Domain Name into your account, we will add one (1) year to the existing registration period. Any subsequent renewals of the Premium Domain Name will be charged at the then-current renewal fee.

You acknowledge and agree that once you have completed your Premium Domain Name registration application, you have entered into a valid, binding and enforceable contract to pay the designated purchase price for the Premium Domain Name. All Premium Domain Name sales and registrations are final and non-refundable. When selling Premium Domain Names registered to third parties, we make no representations regarding the accuracy or legality of domain names advertised, the accuracy or legality of any domain name listing, or the right and the ability of the third party seller to transfer the Premium Domain Name or complete the transaction.

In addition, you acknowledge and agree that we reserve the right to reject or cancel your Premium Domain Name registration for any reason including, but not limited to, any pricing errors. In the event your Premium Domain Name registration is rejected or cancelled, for any reason, we will refund in full the amount of the purchase price for the Premium Domain Name as your sole remedy hereunder.

Once the Premium Domain Name is transferred into your account, you agree that Premium Domain Name may not be transferred away from Register.com, Network Solutions, or other of either of their registrar subsidiaries or affiliates, to another registrar during the first sixty (60) days following the transfer, during which time the Premium Domain Name may be placed on transfer lock.

SCHEDULE H

DO IT FOR ME ("DIFM") – EWORKS! WEBSITE

The SRSPlus eWorks! XL Services involves the building of an eWorks! XL Website (the "eWorks! Website") with information provided by Referred Users of Partner. The eWorks! Website can consist of up to five (5) pages of content, whereby these pages can include a Contact Us page, a Map page and three (3) written pages with up to Two Hundred and Fifty (250) words of text and up to ten (10) images per page. Any additional pages and/or design work requested for the eWorks! Website will be quoted on a case-by-case basis at an hourly rate of Ninety-Nine Dollars (\$99.00) per hour. SRSPlus will further provide a "1-800" tracking number associated with the eWorks! Website with up to two hundred (200) minutes per month of local and long distance telephone service. SRSPlus shall develop and host the eWorks! Website on a network server accessible on the Internet via an assigned domain name and shall register the eWorks! Website domain with several World Wide Web search engines. The eWorks! Website shall be billed in accordance with those pricing terms set forth in Section 5, and shall be offered at a minimum of three (3) months.

As between Referred Users and SRSPlus, all Content provided by Referred User to SRSPlus for inclusion to the eWorks! Website shall remain the sole and exclusive property of the Referred User. A Referred User acknowledges that all Content is owned by Referred User or that Referred User has a legal right to such Content and that such Content and the use thereof does not violate the SRSPlus Acceptable Use Policy in any way. With the exception of Referred User's ownership interest as identified in the previous two (2) sentences, ownership interest to the eWorks! Website, including, but not limited to the domain name, HTML coding, scripting, copyrights, and all other intellectual property rights, shall remain exclusively with SRSPlus. Upon termination of the Services, should Referred Users desire to obtain ownership rights to the eWorks! Website, Referred User must obtain express written permission from SRSPlus and Referred User shall further remit a fee to SRSPlus for the assignment of these rights to the Website. Provided Referred User is not in default of this Agreement the fee to be remitted for this assignment will be One Thousand Dollars (\$1,000.00). This assignment to Referred User of ownership rights to the eWorks! Website shall be limited to the actual portions of the eWorks! Website visible on the Internet and its underlying HTML coding as developed specifically for Referred User by SRSPlus, and shall be sent to Referred User via compact disc within thirty (30) days of remitting payment, but this assignment shall not include any rights to SRSPlus' software,

trade secrets, methodologies, processes, proprietary functions, know-how, and all intellectual property including, but not limited to, all copyrights, trademarks, patents, and trade secrets related to SRSPlus' products or services, which shall remain the sole and exclusive property of SRSPlus and its respective suppliers, affiliates, partners, and/or licensors. For all images that are part of the eWorks! Website and assigned to Referred User hereunder, Referred User is granted permission to only use those images in the manner in which it is provided to Referred User by SRSPlus (i.e. embedded in the eWorks! Website) and no other use of the images is permitted whatsoever. Moreover, upon assignment SRSPlus does not warrant the portability or functionality of the eWorks! Website in any way to or on any platform, hosting or otherwise, that is not provided by SRSPlus. Additionally, if the Referred User desires to purchase the domain name associated with the eWorks! Website, Referred User agrees to pay SRSPlus an additional fee of Ninety Dollars (\$90.00).