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-Connare Tech's Web and Software Application Terms Of Service-

This is a contract between you ("Customer"/"You") and Connare Tech, connaretech.com, Connare Tech's independent contractors, affiliates and partners. ("Connare Tech"). It spells out the terms and conditions which apply to your purchase and use, in any manner, of the Connare Tech Hosting Services, e-mail services, web application/software engineering, information technology network services and E-commerce Services (collectively, the "Services"), as described in the Connare Tech Web site at connaretech.com(the "Site").

You must accept the terms of this Agreement prior to ordering or using the Services. BY ORDERING AND USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY AND ABIDE BY THE TERMS AND CONDITIONS CONTAINED HEREIN, AS WELL AS ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE.

Connare Tech reserves the right to change or modify this Agreement, and any policy or guideline incorporated by reference at any time and from time to time in its sole discretion, and to determine whether and when any such changes apply to both existing or future customers. Any changes or modification will be posted by Connare Tech, and become effective upon posting of the revisions on the Site. Connare Tech will post a notice of such changes or modifications on the Site for thirty (30) days. You are responsible for regularly reviewing the Site to obtain timely notice of such changes or modifications. Your continued use of the Services following Connare Tech posting of any changes or modifications will constitute your acceptance of such changes or modifications. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT SIGN OR INITIAL ANY PAGES OR CLICK "I Accept". IF YOU DO NOT AGREE TO THE TERMS OF ANY MODIFICATION, DO NOT CONTINUE TO USE THE SERVICES AND IMMEDIATELY NOTIFY CONNARE TECH OF YOUR TERMINATION OF THIS AGREEMENT IN THE MANNER DESCRIBED IN SECTION 1.1 BELOW.

Connare Tech's services may only be used for lawful purposes. Transmission of any material in violation of International, Federal or State regulation is prohibited. This includes but is not limited to: material legally judged to be threatening or obscene, or material protected by trade secret laws.

WE DO NOT HOST ADULT SITES.

Adult Content or links to Adult Content are not permitted on Connare Tech servers.

Anime is strictly prohibited on the Connare Tech network, whether the anime is your personal work or subject to copyright laws present in the United States Examples of content that is not acceptable on Connare Tech Servers: "Pirated software" or "Warez", "Hacker programs and/or archives", "IRC Bots", "Gambling Related", "Copyrighted Mp3's", cgi-based message boards, Gaming Servers.

Software downloads

Software downloads may only be hosted if you are the writer and copyright owner of the software, all other software including freeware, shareware and trial software is forbidden. Audio and video downloads may only be hosted if you are the creator and copyright owner of the work.

Warez

Warez - Includes pirated software, ROMS, emulators, phreaking, hacking, and password cracking. IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

Connare Tech Web and Software TERMS OF SERVICE

Ver. 20090330 Page 1/13

Customer signature: _____

MP3's

Mp3 files are only allowed if they are your own work or if you have express, verifiable, permission to use copyrighted works online. If your mp3's do not meet the above conditions do not put them on our servers.

Software "Backups"

So-called "backups" of your software, such as copies of MS Windows, MS Office, Oracle, etc. This is not allowed on our servers. This is because we have no way of knowing whether this is actually a backup of yours or an attempt at hosting illegal software.

Movies (mpeg, divx, etc)

We do not allow copyrighted content on our server. Whether this be a copy of the super bowl, a copy of Ocean's 11, or music videos or anything else that is copyrighted it is not allowed. By the way, all of these items have been found on our servers.

IRC and Chat Rooms

Internet Relay Chat (IRC) traffic is not permitted on our servers in any of its many forms including, but not limited to: bots and IRC servers. Chat rooms may be allowed on per use basis, so please ask one of our support staff before setting one up. (Some cgi/perl based chat rooms over utilize the server processor.)

Gaming Servers

Gaming Servers are strictly prohibited on Connare Tech servers.

1. Term and Payment for Services

1.1 Services and Monthly Commitments. Connare Tech agrees to provide the Products and Services in accordance with the terms and conditions of this Agreement beginning on the Effective Date. Connare Tech may perform additional technical, supplemental, or professional services (other than the Products and Services) for Customer at either Connare Tech's published pricing rates (currently \$75/hour) or at rates mutually agreed to in writing between Customer and Connare Tech. Also, Connare Tech may perform remedial services as provided at the pricing set forth therein and without obtaining Customer's consent in advance. If a Customer subscribes for any Product and Service for a term other than on a month-to-month basis, then each month of such term Customer shall pay Connare Tech the greater of (i) the actual fees and expenses payable by Customer for the Products and Services for which Customer has subscribed for such term (based on all actual licensing and usage of such Products and Services on a monthly basis) and (ii) the Minimum Monthly Commitment. For purposes of this Agreement, "Minimum Monthly Commitment" shall be determined each month and shall mean with respect to each Product and Service subscribed for by Customer other than on a month-to-month basis, the greater of (A) the amount specified as the "Minimum Monthly Commitment" in the Order Form associated with the subscription for such Products and Services and (B) the highest aggregate monthly amount paid or payable by Customer with respect to all Products and Services subscribed to for a term other than on a month-to-month basis, during the current term for which Customer subscribed for such Products and Services. If for any month Customer's aggregate monthly fees and expenses actually paid or payable by Customer for the Products and Services for which Customer has subscribed for such term (based on all actual licensing and usage of such Products and Services on a monthly basis) does not exceed the Minimum Monthly Commitment, then Customer shall pay the Minimum Monthly Commitment in lieu of the charges that would otherwise be due with respect to such Products and Services. All payments made by Customer with respect to such Products and Services shall be credited first towards the Minimum Monthly Commitment.

1.2 Term. Connare Tech may immediately terminate this Agreement at any time, and without liability, upon the occurrence of any of the following events (“Connare Tech Termination”): (i) Customer’s failure to pay any overdue amount within ten days after written notice by Connare Tech is given to Customer or (ii) Customer’s material breach or violation of any provision of this Agreement (other than such violations set forth in clauses (iii), (iv) and (v) below) that is not cured within ten (10) days of Customer’s receipt of written notice from Connare Tech referencing such breach or violation; (iii) Customer ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) calendar days, or making an assignment for the benefit of its creditors; or (iv) Connare Tech determines in its sole discretion that Customer continues to host content that may subject Connare Tech to legal liability (in which case, Connare Tech may terminate or modify the Products and Services to avoid such liability).

Customer may terminate this Agreement with respect to all, and not less than all, of the Products and Services without liability (except for Charges due through the effective date of such termination) upon the occurrence of a material breach by Connare Tech of its obligations to provide the Products and Services according to the terms of this Agreement that is not cured within ten (10) business days after written notice from Customer describing such breach in detail is received by Connare Tech (“Customer Termination”). In the event of a Customer Termination, Customer shall pay (1) all outstanding amounts payable through the effective date of such termination and (2) if the Products and Services include software for which Connare Tech does not then provide general customer support, Customer shall pay to Connare Tech an amount equal to Connare Tech's cost of such software for the entire Initial Term and any applicable Renewal Periods. If Customer terminates this Agreement for any reason other than a Customer Termination, Customer shall pay to Connare Tech an amount equal to all unpaid Charges through the effective date of such termination and (A) in the case of any Product and Service subscribed for on a month-to-month basis, all Charges for the Products and Services through the remainder of the Initial Term or the then-current Renewal Term, as applicable and (B) in the case of any Product and Service subscribed for other than on a month-to-month basis, all Charges for the Products and Services through the remainder of the Initial Term or the then-current Renewal Term, as applicable, calculated based upon the then-current Minimum Monthly Commitment payable by Customer upon the date of termination. CUSTOMER ACKNOWLEDGES THAT CUSTOMER WILL NOT BE ENTITLED TO ANY REFUND OR CREDIT IN THE EVENT THAT ANY PRODUCT OR SERVICE THAT IS PROVIDED ON THE BASIS OF A ONE-YEAR TERM IS TERMINATED, WITH OR WITHOUT CAUSE, PRIOR TO THE EXPIRATION OF THE ONE-YEAR TERM. CUSTOMER HEREBY WAIVES ALL RIGHTS TO ANY SUCH REFUND OR CREDIT.

1.3 Liability and Obligations on Termination Policy. Upon termination of this Agreement, Connare Tech and Customer shall have no obligations to each other, except as provided for in this Agreement. Upon termination of this Agreement, Customer shall (i) pay all Charges and other amounts due and owing to Connare Tech under these Terms of Service, (ii) immediately remove from Connare Tech's premises all property owned by Customer, including, but not limited to, immediately removing all of Customer’s data from Connare Tech Network (including all servers owned or operated by Connare Tech), and (iii) return to Connare Tech all software, access keys, and any other property provided to Customer by Connare Tech under this Agreement. Any physical property of Customer not removed from Connare Tech’s premises within forty-five (45) days after such termination shall become the property of Connare Tech, which may, among other things, dispose of such property without the payment of any compensation to Customer. Sections 3,5,6,7 shall survive the expiration, cancellation and termination of this Agreement for any reason. Should the Agreement expire or be terminated for any reason, Connare Tech will not be liable to you because of such expiration or termination for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with your business, or for any other reason whatsoever flowing from such termination or expiration. Any termination of this Agreement shall not relieve you of any obligations to pay fees and costs accrued prior to the termination date. Connare Tech shall have no responsibility to notify any third party of the termination of your account nor provide any termination assistance. Without limiting the generality of the foregoing, Connare Tech shall have no obligation to forward any email messages, data, information or other content related to your use of the Services, and you acknowledge that all such email messages, data, information and content may be immediately deleted by Connare Tech.

1.4 Charges. You agree to pay all fees and charges (and applicable taxes) incurred which relate to your use of the Services, in accordance with the rates, terms and conditions established from time to time by Connare Tech that are applicable to the Services which you have selected. Such rates, terms and conditions will be posted on the Site or otherwise made available to you by Connare Tech. Connare Tech shall begin charging you on the date that you subscribe for the Connare Tech Internet services, unless otherwise specified by Connare Tech. All prices on the Site are net of tax and you shall be responsible for the payment of all federal, provincial, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the Services, other than taxes based on Connare Tech's net income.

1.5 Payment. Customer agrees to pay all charges, fees, penalties, early cancellation charges, reconnection fees, service interruption fees, installation fees and other amounts due under this Agreement (collectively "Charges") in US dollars. Each Customer that is a New York State resident agrees to pay all taxes applicable to its account. Except as otherwise provided for herein, all Charges for the Products and Services, and for any additional services described herein, shall be invoiced to the Customer and paid in advance of the Initial Term and each Renewal Term (but may include any applicable pro-rated amounts for partial months of for Products and Services provided on a month-to-month basis) and shall be due and payable upon receipt. Any additional one-time charges, including early cancellation charges, accrued interest, late fees, service reinstatement fees, and any usage-based charges (installation, development, feature engineering/customization or set-up fees) shall be invoiced in arrears and appear on either regular monthly invoices or separate invoices. Server monthly usage charges are incurred immediately at signup and are prorated by 3 days to allow for server provisioning and delivery. Customer also shall pay to Connare Tech all expenses incurred by Connare Tech in exercising any of its rights under this Agreement or applicable law with respect to the collection of a payment default, including attorneys' fees, court costs, and collection agency fees. If Customer fails to pay any past due amount within five (5) days after written notice by Connare Tech is given to Customer, Connare Tech may suspend performance under this Agreement and if such past due amounts remain unpaid for an additional five (5) days thereafter, Connare Tech may terminate this Agreement. Connare Tech may charge interest on any invoice amounts that are overdue by more than ten (10) days at the lesser of (a) 1.5% per month or (b) the maximum non-usurious rate under applicable law. Customer shall be deemed to have accepted as conclusively accurate any invoice that it has not disputed in a writing delivered to Connare Tech within sixty (60) days of the invoice date. Customer may withhold the disputed portions of payments that are properly and timely disputed hereunder as long as it timely pays all undisputed charges that are outstanding. The parties shall work together in good faith to resolve any such disputed charge. In the event that this Agreement is terminated by Connare Tech for any reason constituting "Connare Tech Termination" (as defined above) or by Customer for any reason other than "Customer Termination" (as defined above), all Charges under the Agreement, including all remaining monthly or yearly fees due for the remaining portion of the Initial Term and each applicable Renewal Period, shall accelerate and are immediately due and payable. All set-up fees, monthly service fees and usage fees are non-refundable. Customer shall not be entitled to any refunds or credits, pro-rated or otherwise, in the event of early termination of this Agreement by Connare Tech according to the terms herein.

1.6 Credit Card Payment. When you pay by credit card when ordering the Services, you expressly authorize Connare Tech or its agents to charge all fees and charges incurred by you under this Agreement to such card, and such authorization will survive termination of this Agreement until there are no charges owing by you under this Agreement. If you use a credit card and Connare Tech does not receive payment from the card issuer, you agree to pay all amounts due, upon demand by Connare Tech. You must notify Connare Tech of any changes to your card account (including, without limitation, applicable account number or cancellation or expiration of the account), your billing address, or any information that may prohibit Connare Tech from charging your account.

2. Use of Services

2.1 Responsibility for Use. You are responsible for use of the Services and the maintenance of all passwords related to the Services. You are solely responsible and liable for any and all activities that occur in respect of your use of the Services, including without limitation all activities of any users authorized by you or using your passwords. You are also responsible for maintaining the confidentiality of all passwords related to your use of the

Services. You agree to immediately notify Connare Tech of any unauthorized use of the Services or your passwords or of any other breach of security and to provide assistance to Connare Tech, as requested, to stop and/or remedy any breach of security.

2.2 Applicable Policies. The Connare Tech Client Agreement (the "Client Agreement ") governs the general policies and procedures for use of the Services. The Connare Tech Privacy Commitment (the "Connare Tech Privacy Commitment") describes how Connare Tech collects, stores, processes and uses information associated with your use of the Services. You hereby consent to the collection, use and disclosure by Connare Tech and its agents of your personal information (whether previously collected or to be collected) for the purposes identified in the Connare Tech Privacy Commitment. The Usage Policy and the Connare Tech Privacy Commitment are posted on the Site at (or such other location as Connare Tech may specify) and may be updated from time-to-time.

2.3 Material and Product Requirements. You must ensure that all material and data placed on Connare Tech' equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation by Connare Tech. Connare Tech will make no effort to validate any of this information for content, correctness or usability. In the event that your material is not "server-ready", Connare Tech has the option at any time to reject this material. Connare Tech will notify you of its refusal of the material and afford you the opportunity to amend or modify the material to satisfy the needs and/or requirements of Connare Tech. Use of the Services requires a certain level of knowledge in the use of Internet languages, protocols and software. This level of knowledge varies depending on the anticipated use and desired content of your Web site. You must have the necessary knowledge to create and maintain a Web site. It is not Connare Tech' responsibility to provide this knowledge or customer support.

2.4 Bandwidth, Storage, and E-Mail Usage. You agree that use of the Services hereunder will not exceed the bandwidth, storage and E-mail usage limits set out in the Site for the Services ordered by you . If you use any bandwidth or storage space in excess of the agreed upon number of megabytes per month or if you exceed E-Mail storage and attachment size limitations, Connare Tech may, in its sole discretion, assess you with additional charges according to Connare Tech' then current pricing policy, suspend the performance of the Service, or terminate this Agreement. In the event that Connare Tech elects to take any corrective action, you will not be entitled to a refund of any unused pre-paid fees. Warning messages will be emailed to you as you exceed 80% and 90% of your package's respective bandwidth and disk space limits. If payment for extra usage is not received within two weeks of the invoice date, the expiry date of the account will be adjusted according to the amount outstanding.

2.5 Domain Names. As part of the Services, you will provide Connare Tech with a registered domain name or names or Connare Tech will register such domain name(s) selected by you, provided that such domain name is available for registration and does not violate any Network Solutions' or other registration services' policies, or any law or regulation. You agree to promptly reimburse Connare Tech for any fees paid by Connare Tech to Network Solutions or another registration services with respect to the registration and maintenance of such domain name(s). In the event of any dispute or cause of action arising out of or related to your domain name used in connection with the Services, upon your request Connare Tech will attempt to register with Network Solutions or other registrar an alternative domain name chosen by you. You agree to be bound by the terms of Network Solutions' then current domain name policy and/or the policies of the national DNS registration authorities to which you become subject upon registration of a domain name. The inability to use a domain name shall not entitle you to a refund by Connare Tech of any fees paid with respect to the registration of such unusable domain name. In the event you received a "Free Domain Name Registration" offer when you signed up for the Services, and you terminate the Services within one year of such domain name registration, you agree to immediately pay Connare Tech the full retail price for such domain name registration in effect when such domain name was registered, in addition to any other fees for early termination described herein. There is no charge for indefinite parking of domains on Connare Tech servers or to transfer to another service provider. However, in the event a domain that was registered is transferred to another service provider, and requires manual intervention by our support staff to complete the transfer, there will be an administrative transfer cost charged for each domain plus applicable taxes. Domain Parking does NOT include any hosting services. You are not provided with the option to submit your own DNS entries as Connare Tech is NOT a Registrar and therefore assume that you wish to obtain your hosting services directly through Connare Tech. Domain name payments are nonrefundable. Once a domain name is registered, the WHOIS database stores the

information and is kept there for a period of one year, until the date of renewal. Payment will NOT be credited back. In the event there is a misspelling of a domain name, while being registered online, you as the customer must register the correct spelling of that name. There are NO refunds issued for misspelled domain names.

2.6 E-Mail

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and purchased lists will be treated as spam. Any user who sends out spam will have their account terminated with or without notice.

1. The list must be a Double Opt-In list. This means a user has subscribed for a newsletter or other email marketing messages by explicitly requesting it and confirming the email address to be their own. Confirmation is usually done by responding to a notification/confirmation email sent to the email address the end user specified. The double opt-in method eliminates the chance of abuse where somebody submits someone else's email address without their knowledge and against their will. You will not be permitted to mail any mailing list that you were given or purchased. In doing so, this will also be considered spamming and may result in termination of the offending account.
2. Any unsolicited e-mail being sent will result in suspension or termination of the offending account. We take a zero tolerance stance against sending of unsolicited e-mail and other forms of spam.
3. Any mailing list MUST comply with all guidelines set forth by the United States government. These can be found at:

<http://www.ftc.gov/bcp/edu/pubs/business/e-commerce/bus61.shtm> .

Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the ROKSO may be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated.

Connare Tech reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion.

Connare Tech reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee or any charges incurred for blacklist removal. This cost of the clean up fee is entirely at the discretion of Connare Tech.

2.7 Web Applications/ Software Engineering Licensing

Customer will be provided with initial specifications that will encompass the initial one time development fee. These specifications will detail all features, requests, design, and usability fees. Any work that is not covered by these specifications, such as additional requests by customer once final specifications have been provided, is not covered by the agreed upon cost. By default, if no other development cost structure is in place, customer will be billed at the published rate of \$75/hour for customization work involving feature and/or usability requests. This default billable hourly rate may change and Connare Tech will notify the customer of rate change via e-mail or in writing.

2.8 Network/Server Usage

Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Products and Services ordered by Customer on the Order Form (the "Agreed Usage"). Connare Tech will monitor Customer's bandwidth and disk usage. Connare Tech shall have the right to take corrective action if Customer's bandwidth or disk usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional

charges, disconnection or discontinuance of any and all Products and Services, or termination of these Terms of Service, which actions may be taken by Connare Tech in its sole and absolute discretion. If Connare Tech takes any corrective action under these Terms of Service, Customer shall not be entitled to a refund of any fees paid in advance prior to such action. Bandwidth usage is measured on a calendar month basis. Both incoming and outgoing traffic is counted and applied towards the Agreed Usage.

All services provided by Connare Tech may only be used for lawful purposes. The laws of the State of New York and the United States of America apply.

Connare Tech services, including all related equipment, networks and network devices are provided only for authorized customer use. Connare Tech systems may be monitored for all lawful purposes, including to ensure that use is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. Use of Connare Tech system(s) constitutes consent to monitoring for these purposes.

We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene, threatening, illegal, or violates our terms of service in any manner may be removed from our servers (or otherwise disabled), with or without notice.

Failure to respond to email from our abuse department within 48 hours may result in the suspension or termination of your services. All abuse issues must be dealt with via troubleticket/email and will have a response within 48 hours.

If in doubt regarding the acceptability of your site or service, please contact us at support@connaretech.com and we will be happy to assist you.

Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography. Any site found to host child pornography or linking to child pornography will be suspended immediately without notice.

2.9 Graphics/Web Site Design

Customer will be provided with initial specifications that will encompass an initial one time graphics/design fee. These specifications will detail all aspects of design, enumerated graphics, enumerated elements of website layout, scope and size of the design, and all requests of the customer with regard to design and content. In addition, the customer is entitled to two adjustments to the resultant graphics or design, deemed by Connare Tech to be "minor revisions." Minor revisions may include any alteration of the design that is not deemed to be significant or an entire redesign of initial specifications. The right to proclaim an adjustment as a minor revision will be entirely reserved by Connare Tech, and will be directly dependent upon the number of additional hours worked that the adjustment requires. Any individual adjustment requiring more than one fourth the total number of hours worked on the initial design to complete will not be considered as a minor revision. Any work that is not covered by these specifications or by the subsequent availability of two minor revisions, including but not limited to additional requests by customer for design or layout alterations or individual alterations requiring hours worked in excess of one-quarter the billable hours worked for the initial design, will not be covered by the agreed upon cost. By default, if no other design cost structure is in place, customer will be billed at the published rate of \$50.00/hour. This default billable hourly rate may change and Connare Tech will notify the customer of rate change via e-mail or in writing.

3. Intellectual Property Rights

3.1 Connare Tech Intellectual Property, Design and Software. Connare Tech shall be the sole owner of all intellectual property, and all derivatives thereof, that Connare Tech may develop in the course of providing the Products and Services.

You hereby acknowledge and agree that all programs (in object code and source code form), data, services, processes, designs, technologies, materials and all other things comprising the Services are owned by and shall remain the sole property of Connare Tech, its licensors or its suppliers and are protected by applicable copyrights, trade-marks, patents, trade secrets and/or other proprietary rights and laws. Connare Tech shall also maintain and control ownership of all Internet protocol ("IP") numbers and email addresses that may be assigned to you by Connare Tech. Connare Tech reserves, in its sole discretion, the right to change or remove any and all such IP numbers and email addresses at any time.

You may not use any of Connare Tech's source code, in whole or part in any other software or product. You may not give, sell, distribute, sub-license, rent, lease, lend, or provide in any way shape or form any portion of the "Product" or Documentation to anyone. You may not place the "Product" onto a server so that it is accessible via a public network such as the Internet for distribution purposes. Connare Tech retains all rights to distribute the "Product", under its own license, and reserves the right to revoke the license of any user who is holding an invalid license.

Third-Party Software. Our Software may contain third-party software the use of which requires your agreement to additional terms and conditions with respect to such third-party software. The terms and conditions for such third party software are located at in their respective source as required by such software licenses. Certain software libraries and other third party software included with Connare Tech's software are free software and licensed under the terms of the GNU General Public License (GPL) or the GNU Library/Lesser General Public License(LGPL), as the case may be. You may obtain a complete machine-readable copy of the source code for such free software under the terms of the GPL or LGPL, as the case may be, without charge except for the cost of media, shipping, and handling, upon written requested to Connare Tech. The GPL/LGPL software id distributed I the thop that it will be useful, but WITHOUT ANY WARRANTY, without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. A copy of the GPL and LGPL is available from Connare Tech's website

3.2 Your Content. Connare Tech does not claim ownership of information, materials, software or other content (collectively, the "Content") that you post, upload, input, provide, submit or otherwise transmit to Connare Tech or any third party, using the Services. However, you agree that by posting, uploading, inputting, providing, submitting or otherwise transmitting the Content to Connare Tech or any third party, using the Services, you have thereby granted Connare Tech a royalty-free, non-exclusive license to use, copy, distribute, transmit, display, edit, delete, publish and translate such content to the extent reasonably required by Connare Tech for the purposes of rendering and operating the Services to you under this Agreement or to ensure adherence to or enforce the terms of this Agreement You expressly (a) grant to Connare Tech a license to cache the Content, and (b) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights. Connare Tech neither supports, recommends, or endorses the content of any material it hosts through services provided to you.

4. Enforcement

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

4.2 Actions. Connare Tech reserves the right and has absolute discretion to restrict or remove from its servers any content that violates this Agreement, or related policies, or is otherwise objectionable or potentially infringing on any third party's rights or in potentially violation of any laws. In the event of becoming aware of any possible violation by you of this Agreement, any related policies or, third party rights or laws, Connare Tech may immediately take corrective action, including, but not limited to, (a) issuing warnings, (b) suspending or terminating

the Service, (c) restricting or prohibiting any and all uses of content hosted on Connare Tech' systems, and/or (d) disabling or removing any hypertext links to third-party Web sites, any of your content distributed or made available for distribution via the Services, or other content not supplied by Connare Tech which, in Connare Tech' sole discretion, may violate or infringe any law or third-party rights or which otherwise exposes or potentially exposes Connare Tech to civil or criminal liability or public ridicule. It is Connare Tech' policy to terminate Services to infringers. The above stated rights of action, however, do not obligate Connare Tech to monitor or exert editorial control over the information made available for distribution via the Services and you acknowledge that Connare Tech has no obligation to censor or monitor use of the Services by you, or any obligation to censor or monitor any content, material or other information sent, received or accessible through the Services. In the event Connare Tech takes corrective action due to such possible violation, Connare Tech shall not be obligated to refund to you any fees paid in advance of such corrective action.

4.3 Disclosure Rights. To comply with applicable laws and lawful governmental requests, to protect Connare Tech's systems and customers, or to ensure the integrity and operation of Connare Tech' business and systems, Connare Tech may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e., name, e-mail address, etc.), IP addressing and traffic information, usage history, and content residing on Connare Tech' servers and systems. Connare Tech also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. To the extent any inconsistency exists between any terms of Connare Tech' Privacy Commitment and Connare Tech's right disclose under this section, Connare Tech's right to disclose under this section will prevail.

5. Warranties and Disclaimers

5.1 Your Warranties And Representations to Connare Tech. You warrant, represent, and covenant to Connare Tech that (a) you are at least eighteen (18) years of age; (b) you possess the legal right and ability to enter into this Agreement; (c) you will use the Services only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines; (d) you will be financially responsible for use of the Services; (e) you have acquired or will acquire all authorization(s) necessary for hypertext links to third-party Web sites; (f) you have verified or will verify the accuracy of materials distributed or made available for distribution via the Services, including, without limitation, your Content, descriptive claims, warranties, guarantees, nature of business, and address where business is conducted, and (g) your Content does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.

5.2 Warranty and Disclaimer. Connare Tech warrants that the Services will be provided by qualified personnel in a professional manner. Connare Tech **DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, DURABILITY AND FITNESS FOR A PARTICULAR, OR ANY, PURPOSE AND THE SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS.** Although Connare Tech will use commercially reasonable measures to maintain the security of the Services, Connare Tech assumes no responsibility for the effectiveness of these security measures provided by Connare Tech.

6. Exclusion and Limitation of Liability

6.1 Exclusion of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CONNARE TECH, ITS PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUPPLIERS, RESELLERS AND DISTRIBUTORS (COLLECTIVELY, THE "CONNARE TECH ENTITIES" AND EACH, A "CONNARE TECH ENTITY") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OR LOSSES WHATSOEVER, INCLUDING WITHOUT

LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, OPPORTUNITY, EARNINGS, USE OR DATA, ARISING DIRECTLY OR INDIRECTLY FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF ONE OR MORE OF THE Connare Tech ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES ARISING FROM OR IN ANY WAY RELATED TO DELAYS, ERRORS, INTERRUPTIONS, MISTAKES, OMISSIONS, NON-DELIVERY, INCORRECT DELIVERY, VIRUSES OR DEFECTS IN THE TRANSMISSION OF ANY INFORMATION, MATERIAL OR DATA OVER OR THROUGH Connare Tech' SYSTEMS OR NETWORKS OR THE SYSTEMS OR NETWORKS OF THIRD PARTIES.

6.2 Limitation of Liability. CONNARE TECH SHALL NOT BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR LOSS OF REVENUE RESULTING FROM THE USE OF THE PRODUCTS AND SERVICES BY THE CUSTOMER OR ANY THIRD PARTIES OR ANY FAILURE OF THE PRODUCTS AND SERVICES OR (ii) ANY LOSS OF DATA OR CORRUPTION OF DATA, INCLUDING LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES, SERVICE INTERRUPTIONS, FAILURE OF CONNARE TECH NETWORK, RECLAMATION OF SERVERS BY CONNARE TECH, FAILURE OF SERVERS, THE RELOADING OF AN OPERATING SYSTEM OR OTHER SOFTWARE ON A SERVER OR THE NEGLIGENCE OF CONNARE TECH. CUSTOMER IS SOLELY RESPONSIBLE FOR SAFEGUARDING, BACKING UP AND ARCHIVING ALL DATA OWNED, CONTROLLED OR TRANSMITTED BY CUSTOMER THAT RESIDES ON CONNARE TECH NETWORK OR ANY SERVER OWNED OR OPERATED BY CONNARE TECH.

IN NO EVENT SHALL CONNARE TECH'S AGGREGATE LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT PAID BY CUSTOMER TO CONNARE TECH IN THE BILLING CYCLE IMMEDIATELY PRECEDING SUCH CLAIM.

CONNARE TECH PROVIDES ALL PRODUCTS AND SERVICES "AS IS," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE PRODUCTS AND SERVICES AND CONNARE TECH SHALL HAVE NO LIABILITY THEREFORE.

NO CLAIM MAY BE ASSERTED BY CUSTOMER AGAINST CONNARE TECH MORE THAN TWO (2) YEARS FOLLOWING THE DATE OF THE EVENT THAT UNDERLIES ANY SUCH CLAIM.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE RECEIPT OF A SERVICE CREDIT CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND CONNARE TECH'S SOLE AND EXCLUSIVE LIABILITY, FOR ANY FAILURE OF CONNARE TECH NETWORK, CONNARE TECH HARDWARE OR CONNARE TECH INFRASTRUCTURE OR THE FAILURE BY CONNARE TECH TO PROVIDE CUSTOMER WITH THE PRODUCTS AND SERVICES OR MANAGED HOSTING SERVICES PURCHASED BY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT WHICH RESULTS FROM A QUALIFIED NETWORK DOWNTIME EVENT OR ANY OTHER QUALIFIED DOWNTIME EVENT.

6.3 Force Majeure/Interruption of Service. Connare Tech will not be liable for any failure or delay in performance of any of its obligations hereunder if such delay is due to acts of God, fires, flood, storm, explosions, earthquakes, general Internet outages, acts of war or terrorism, riots, insurrection or intervention of any government or authority; provided, however, that any such delay or failure will be remedied by such party as soon as reasonably possible. Upon the occurrence of a force majeure event, the party unable to perform will, if and as soon as possible, provide written notice to the other parties indicating that a force majeure event occurred and detailing how such force majeure event impacts the performance of its obligations.

7. Indemnification

7.1 Indemnity to Connare Tech. You shall indemnify, defend and hold harmless Connare Tech and its directors, officers, staff, employees and agents and their respective successors, heirs and assigns and Connare Tech affiliates (and their its directors, officers, staff, employees and agents and their respective successors, heirs and assigns) (collectively, the “Connare Tech Parties”) from and against any liability, damage, loss or expense (including reasonable attorneys’ fees and expenses of litigation) incurred by or imposed upon the Connare Tech Parties or any one of them in connection with any claims, suits, actions, demands or judgments (“Claims”) related directly or indirectly to or arising out of (a) a breach of your representations, warranties or obligations under this Agreement; (b) a breach of a Third Party User’s representations, warranties or obligations under any provisions in a Third Party Agreement relating to Connare Tech or the Software; and (c) any Claims based upon or arising from any allegation that a Third Party User was harmed due to any termination, suspension or disabling of such user’s access to the Software by Connare Tech pursuant to the terms and conditions of this Agreement; provided, however, that in any such case Connare Tech or its affiliates, as applicable, (d) provide you with prompt notice of any such claim; (e) permit you to assume and control the defense of such action upon your written notice to Connare Tech of your intention to indemnify; and (f) upon your written request, and at no expense to Connare Tech or its affiliates, provide to you all available information and assistance reasonably necessary for you to defend such claim. You will not enter into any settlement or compromise of any such claim, which settlement or compromise would result in any liability to the Connare Tech Parties, without Connare Tech’s prior written consent, which will not unreasonably be withheld. You will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys’ fees and costs awarded against or otherwise incurred by Connare Tech or it affiliates in connection with or arising from any such claim.

7.2 Third Party Beneficiaries. You are hereby notified that in the event that the Connare Tech Entities are intended third party beneficiaries of this Agreement, with a right of enforcement of the exclusions and limitations of liability and the indemnities contained in this Agreement.

8. General Provisions

8.1 Entire Agreement. This Agreement, including any and all documents, web sites, rules, terms and policies referenced herein, constitutes the entire agreement between Connare Tech and you with respect to the matters referred to in this Agreement and supersedes all prior and contemporaneous agreements and understandings, whether electronic, oral or written, between Connare Tech and you with respect to such matters.

8.2 No Waiver. The failure of Connare Tech to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between you and Connare Tech nor trade practice shall act to modify any provision of this Agreement.

8.3 Severability. If any provision of this agreement is held to be illegal, invalid or unenforceable, such provision will be fully severable and this agreement will be constructed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof will remain in full force and effect and will not be affect by the illegal, invalid or unenforceable provision or by its severance.

8.4 Choice of Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. You hereby irrevocably consent to the exclusive jurisdiction of the courts of the State of New York and the federal courts situated in the State of New York in connection with any matter arising under this Agreement. Use of the Services in any jurisdiction that does not give effect to all provisions of this Agreement, including without limitation this paragraph, is prohibited.

8.5 Limitation Periods. Any cause of action you may have with respect to this Agreement or the Connare

Tech Internet services must be commenced within 1 year after the claim or cause of action arose, or it shall be barred.

8.6 Successor Sites. All references to Connare Tech web site addresses in this Agreement shall also include any successor or replacement web sites containing substantially similar information as the referenced web site(s).

8.7 Assignment. Connare Tech may at any time assign its rights and obligations under this Agreement, in whole or in part, without notice to you. You may not assign this Agreement.

8.8 Enurement. This Agreement will ensure to the benefit of and bind you and Connare Tech and our respective personal and legal representatives, successors and permitted assigns.

8.9 Currency. All monetary amounts expressed in this Agreement are in US dollars, unless otherwise expressly stated.

8.10 Cumulative Rights. The rights, powers and remedies of Connare Tech in this Agreement, including without limitation the right to suspend, restrict or terminate Services, are cumulative and in addition to and not in substitution for any right, power or remedy that may be available to Connare Tech at law or in equity.

8.11 Survival. Any provisions, including without limitation the disclaimers of warranty and limitations and exclusions of liability contained herein, that by their meaning are intended to survive termination of this Agreement shall survive the termination of this Agreement.

8.12 Independent Contractors. You agree that no joint venture, partnership, employment or agency relationship exists between Connare Tech and you as a result of this Agreement or use of the Services.

Name (Last, First)

Address

City / Town / Village State Zip

(____) _____ _____
Phone E-mail

Company /Organization (if applicable) _____

Notice to Client: Your signature below and on all of the pages above indicates that you have read and understood all of the terms in this Agreement, and accept and agree to be bound by all of them.

Your Signature

Date