



This Agreement is made between WAE Technologies, Inc (“ISP”) and the named entity at the end of this document (“Client”). For good and valuable consideration, the parties agree as follows:

1. WEB SITE HOSTING

Subject to the terms of this Agreement, ISP shall use commercially reasonable efforts to host the Client's Web Site on ISP's web server for access by Internet users (the “Services”). ISP reserves the right to decline to host common gateway Interface script, commonly known as “CGI script”. For the purposes of this Agreement, “Web Site” means a series of interconnected web pages intended to be accessible by Internet users with common Internet web browsers, including without limitation all software, content, artwork, trade-marks, trade names, logos, text, pictures, sound, graphics, video, data and other materials supplied by Client to ISP. “Internet” Means the worldwide network of computers commonly understood as the Internet.

ISP shall: use commercially reasonable efforts to ensure that the Client's Web Site is available to Internet users approximately 24 hours per day; back-up the Client's Web Site at least once every week; and store said back-up materials in a safe and secure environment.

ISP may, but is not obligated to, monitor, intercept and disclose the content or activity on client's Web Site. ISP may suspend the Services during early morning hours (between 2am and 4am Eastern US Time) for routine maintenance.

2. REPRESENTATIONS AND WARRANTIES

The Client represents and warrants that:

- (a) it has the right to enter into this Agreement and allow ISP to perform the Services;
- (b) the Web Site is owned or licensed by Client and Client has the authority to provide it to the ISP to allow ISP to perform the Services;
- (c) it has the right to grant the licenses in this Agreement;
- (d) it has unencumbered rights in the Domain Name;
- (e) the Domain Name has been registered without committing fraud or misrepresentation;
- (f) it has the authority to permit ISP to register and/or transfer the Domain Name;
- (g) it has not used the domain name for any illegal purpose;
- (h) to the best of the Client's knowledge, the use of the Domain Name does not infringe the trade-mark rights of any third-party in the United States; and
- (i) it has not received any claim from a third-party that the use of the Domain Name violates the trademark rights of any third-party.

3. CLIENT RESPONSIBILITIES AND INDEMNITY

Client is responsible for the posting of all Web Site content via file transfer protocol, commonly known as 'FTP', or any other agreed upon manner. Client represents, warrants and covenants that it is and shall at all times be in compliance with all applicable laws including but not limited to those laws regarding:

- (a) court ordered publication bans;
- (b) restrictions on publishing, printing, distributing, possessing, selling, advocating, promoting or exposing, obscene or threatening material, child pornography, or hate propaganda and Client understands that these situations could generate criminal liability;
- (c) restrictions on the use of trade-marks or trade names, or any work which is protected by copyright, trade secret, patent or other intellectual property laws, including without limitation, software;
- (d) restrictions on defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability; and
- (e) export and import restrictions.

Client shall be solely responsible for the design of Client's Web Site and the implications of hosting of Client's Web Site and any and all items, statements or other content transmitted, posted, received or created through Client's Web Site, even if transmitted, posted, received or created by someone else, and Client shall defend, indemnify and hold ISP, its affiliates and their respective directors, officers, employees, agents and contractors harmless from any loss, damage or liability which may result therefrom or for breach of Sections 4 or 5. Client shall comply with all ISP's Internet policies.

Client shall indemnify, defend and hold ISP, its affiliates and their respective officers, directors, contractors and agents harmless from: any and all third-party claims, demands or actions and resulting costs (including without limitation, punitive damages, court costs, arbitration fees, penalties, fines, amounts paid in settlement of claims and reasonable legal fees, disbursements and expenses of investigation) that the Web Site infringes a patent, copyright, trade secret or other intellectual property right enforceable in the the United States of America.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRY OF THIS AGREEMENT.

4. OWNERSHIP AND LICENSE

The parties acknowledge that at all times Client is the owner of the Web Site. Client licenses to ISP a non-exclusive, royalty-free, worldwide right to store, copy, reproduce and display the Client's Web Site, as is necessary for ISP to perform the Services.

5. FEES

The Client shall pay to ISP US Dollars in the amount agreed upon contingent on the specifics of the services rendered plus all applicable taxes (the "Fees") as follows:

- (a) the Client shall arrange automated payment for monthly services by providing to the ISP credit card information upon execution of this Agreement;

- (b) invoices are due and payable within 10 business days of the invoice date;
- (c) interest shall be charged on outstanding balances at a rate of 1.25% per month or the maximum allowable by law, whichever is less; and
- (d) unused Services cannot be transferred or assigned by Client and prepaid fees or deposits are non-refundable.

6. TERM

The term of this Agreement is one (1) year (the "Term") from the commencement of the Services. This Agreement shall automatically renew at the end of the current Term, upon the same terms and conditions except that the Fees in Section 5 shall be at ISP's then current fees. However, this Agreement shall not renew if either party has delivered by fax, courier or regular mail, to the other, a written notice of intent not to renew this Agreement and such notice of intent must be received by ISP not less than 14 days in advance of the end of the current Term.

7. TERMINATION

Without limiting any other rights or remedies available to ISP under this Agreement, at law or in equity, ISP has the right to terminate this Agreement without notice to the Client if:

- (a) Client is in breach of any of its representations, warranties or obligations under Sections 3 or 4 above, and such breach is not cured within 5 days;
- (b) ISP has not received any payment when due under this Agreement; or
- (c) Bankruptcy or insolvency proceedings are taken by or against the Client or if a receiver, trustee or other similar person is appointed over Client's assets.

After the first annual renewal of this Agreement, the Client may terminate this Agreement by providing to the ISP a cancellation request by fax, courier or regular mail. Upon receipt of the cancellation request, all services and associated fees will be stopped on the first of the next month no sooner than 30 days from the receipt of the request.

In the event of early termination of this Agreement, except under the Client initiated termination process outlined above, the Client shall immediately pay to ISP as liquidated damages and not as a penalty and without limiting any other rights or remedies available to ISP under this Agreement, at law or in equity, all amounts due or payable under this Agreement including without limitation amounts which would have been payable by Client over the remainder of the Term.

The IPS will release the domain name and all the files associated with the website to the Client, at their request, at the termination of this agreement so long as such termination of this Agreement is not a result of breach of contract by the Client.

8. LIMITATIONS ON LIABILITY AND DISCLAIMERS

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE NOT GUARANTEED AND ARE PROVIDED "AS IS" AND ISP GIVES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES OR CONDITIONS AS TO UNINTERRUPTED OR ERROR FREE SERVICE, ACCESSIBILITY, PRIVACY OF FILES OR E-MAIL, SECURITY,

MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE, OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

IN NO EVENT SHALL ISP, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR AFFILIATES, BE LIABLE FOR ANY CLAIM FOR: (A) PUNITIVE, EXEMPLARY, OR AGGRAVATED DAMAGES; (B) DAMAGES FOR LOSS OF PROFITS OR REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF USE OR LACK OF AVAILABILITY OF CLIENT MATERIALS OR FACILITIES, INCLUDING WITHOUT LIMITATION, ITS COMPUTER RESOURCES, WEB SITE AND ANY STORED DATA; (C) INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES; (D) CONTRIBUTION, INDEMNITY OR SET-OFF IN RESPECT OF ANY CLAIMS AGAINST CLIENT; (E) ANY DAMAGES WHATSOEVER RELATING TO THIRDPARTY PRODUCTS, CLIENT MATERIALS OR ANY GOODS OR SERVICES NOT DEVELOPED OR PROVIDED BY ISP; OR (F) ANY DAMAGES WHATSOEVER RELATING TO INTERRUPTION, DELAYS, ERRORS OR OMISSIONS.

WITHOUT LIMITING THE FOREGOING, ISP'S, ITS DIRECTORS', OFFICERS', EMPLOYEES', AGENTS', CONTRACTORS' AND AFFILIATES' MAXIMUM TOTAL LIABILITY FOR ANY CLAIM WHATSOEVER, INCLUDING WITHOUT LIMITATION, CLAIMS FOR BREACH OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, AND CLIENT'S SOLE REMEDY, SHALL BE AN AWARD FOR DIRECT, PROVABLE DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID TO ISP UNDER THIS AGREEMENT DURING THE CURRENT TERM. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CLIENT MORE THAN 6 MONTHS) AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR REASONABLY OUGHT TO HAVE BEEN DISCOVERED BY, CLIENT.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRY OF THIS AGREEMENT.

9. GENERAL

(a) Modification and waiver. This Agreement may not be modified unless agreed to in writing by both the Client and ISP. Any consent by a party to, or waiver of a breach by the other, whether express or implied, shall not constitute a consent to or waiver of or excuse for any other different or subsequent breach unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Except as otherwise provided herein, no term or provision hereof shall be deemed waived and no breach excused.

(b) Headings and Gender. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

(c) No Assignment. Neither this Agreement nor any rights or obligations hereunder, may

be assigned by the Client in whole or in part, without the prior written consent of ISP.

(d) Governing Law. This Agreement is governed by the laws of the State of Georgia and the United States of America.

(e) Dispute Resolution. The parties submit to the jurisdiction of the courts of Columbia County, Georgia, United States of America.

(f) Execution by Fax. This Agreement may be validly executed by means of transmission of signed facsimile.

(g) Severability. If any part of this Agreement is held to be unenforceable or invalid, it will be severed from the rest of this Agreement, which shall continue in full force and effect.

(h) Force Majeure. ISP shall have no obligation to provide Services to the extent and for the period that ISP is prevented from doing so by reason of any cause beyond its reasonable control, including without limitation the inability to use or the failure of any third-party telecommunications carrier or other services.

(i) Entire Agreement. This Agreement, and any schedules or other documents referred to herein, constitutes the entire agreement between the parties relating to the Services and supersedes all prior written or oral agreements, representations and other communications between the parties, and shall inure to the benefit of and be binding upon each of the Client and ISP and their respective successors and permitted assigns.

(j) Survival. This Section 9 shall survive the termination or expiry of this Agreement.

<hr/>	The undersigned certifies reading and agreeing to the terms of this agreement. The undersigned also certifies having rights to enter into this agreement on behalf of Client.
Company (Print)	
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First, Last Name (Print)	<hr/>
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Contact Phone Number	Signed/Date