

Biz-comm, Inc.
1483 Old Fort Rd
Fairview NC 28730

Internet Web Design and Hosting Agreement

AGREEMENT made on the date of the Letter of Agreement between Letter of Agreement signator and Biz-comm, Inc, 1483 Old Fort Rd, Fairview NC 28730 hereinafter called "Agency":

1. General Undertaking.

(a) Setup Services. Agency is being hired to combine and develop an assemblage of text, graphics, applications and content supplied by each party into a World Wide Web "Web Site" under this Agreement.

(b) Operating Services. Once the Web Site is set up, tested and approved by both parties, Agency shall during the remaining Term operate the Web Site on its World Wide Web server. Agency reserves the right in its sole discretion to reconfigure hardware, software and other system components and to arrange its location and method of operation as it deems necessary or helpful in meeting the requirements of this Agreement. Access to the server is limited to Biz-comm owners, employees or sub-contractors under contract; no third parties will be given access to client files.

(c) If Client elects to have Agency design the site, but not host the site, Agency's responsibility for functionality is null.

2. Prices & Payment.

- (a) Generally. Technical services to create, install and test the Web site are provided at the project price to be defined under a separate letter of agreement once scope is fully described. A non-refundable deposit is required.
- (b) Ongoing operating services/space lease are provided at the rate defined in the Letter of Agreement for sites on Biz-comm servers, **non-refundable**. The operating fee shall be **paid annually in advance** by major credit card or promptly upon receipt of invoice. Failure to pay by the renewal date will result in suspension of the site/email.
- (c) Maintenance fees will be billed in 15 minute increments at a rate of \$85/hour. Maintenance is defined as changes to the Web content after the design period has ended, which is 30 days from the date the site "goes live" or 30 days from second invoice, whichever comes first. Maintenance is rare because of the CMS system used (content management system).
- (d) Special requests outside Letter of Agreement including, but not limited to such items as blogs, shopping cart programming, mail lists, client management systems, etc. will be estimated and billed separately after investigation as to scope of project.
- (e) Late Payments & Taxes. Services may be suspended or terminated on ten (10) days' notice if Client fails to pay any amount when due. Any late payment shall be subject to costs of collection, including reasonable legal fees. Client shall pay, indemnify and hold Agency harmless from all sales, use, gross receipts, GST, value-added, personal property or other tax or levy (including interest and penalties) imposed on the services and deliverables provided hereunder, other than taxes based on the net income or profits of Agency.

3. Term of Agreement. This Agreement shall commence on the date of Client's signature. Unless terminated earlier under Section 12 ("Termination"), this Agreement shall continue in full force and effect until either party terminates by giving the other party at least thirty (30) days' advance written notice. Rates quoted in Prices & Payment are for one year and subject to change after one year.

4. Proprietary Rights. Each party owns and, during the Term, hereby licenses for use as an integrated part of the Web site on a non-exclusive basis all preexisting data, databases, graphics, templates, software programs (including javascript code, applets, php, mysql, flash, and all other programs) and other material contributed by it to the development or operation of the Web site. Subject to the preceding sentence, Agency shall own all new material created by it in developing the Web site itself, including the Web site code and design. The content will be copyrighted under the Client's rights; the design and programming will be copyrighted under the Agency's copyright. If the hosting portion of the contract is not renewed, or not applicable, the Client may continue to use the design copyright material provided that a credit to the Agency with a link to its home page remains on all pages. The Agency restricts access to the Agency's server to administration features only; third parties are not permitted ftp or database access. This is to maintain the integrity and security of the files and server.

5. Confidentiality.

(a) Email Privacy. It is Agency's policy to respect the privacy of electronic mail stored on or transmitted through the Agency's servers. Agency will not intentionally disclose the content of electronic mail to anyone other than the addressee, authorized recipients or to those who provide forwarding or delivery services, without the consent of the sender, the recipient or as required by law. Agency reserves the right to periodically examine electronic mail to ensure it does not violate this Agreement, including item #9, Regulation of Certain Content, any applicable law or if court order or law enforcement authorities require disclosure. Agency may periodically delete archival copies of electronic mail at published intervals and upon termination of this Agreement. Agency also reserves the right to randomly test spam control code and forms through a CC to Agency; these tests are done at the beginning of site development, removed and as technology changes (new spam issues), may be retested.

(b) Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including, without limitation, technical information and development techniques, business and financial information, visitor lists and other information designated by a party as confidential or proprietary. Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, or (iii) information received by a party from a third party who was free to disclose it. Each party agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information except in performing its obligations under this Agreement. Each party shall use the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall it use less than due diligence and care. Neither party shall alter or remove from any Confidential Information of the other party any proprietary, copyright, trademark or trade secret legend. Client also agrees not to share Agency pricing with any third party.

6. Non-solicitation. During the Term and for a period of five (5) years thereafter, Client agrees not to hire, solicit nor attempt to solicit the services of any employee or subcontractor of Agency without the prior written consent of Agency.

7. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of Section 4 ("Proprietary Rights"), Section 5 ("Confidentiality") or Section 6 ("Non-solicitation") would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that temporary and permanent injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

8. Force Majeure. Agency is excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, internet outages, transportation, utilities or necessary supplies, governmental action, computer viruses and incompatible or defective equipment, software or services not supplied by Agency. Nothing herein enlarges any warranty or diminishes any disclaimer provided in Section 10 ("Warranties").

9. Regulation of Certain Content. Agency relies on Client to prescreen the content of Client's Web site. Agency reserves the right to request the removal of information in the Web site or in emails brought to its attention, which it deems detrimental to the Agency or any person. Client agrees not to include in the Web site or in any email transmission, any material which violates or infringes the rights of any person or which a reasonable person would consider abusive, profane or offensive, which is defamatory or harassing, or which violates or encourages others to violate any applicable law. Client will not disseminate so-called "chain letters," spamming, pornographic or obscene movies or graphic images. To protect itself, Agency will conduct random audits, and may without liability actively cooperate with and furnish identifying and supporting information to any person likely to be harmed by Client's violation of these provisions and to any law enforcement agency serving a warrant or subpoena on the Agency. In addition, if Agency learns of certain illegal activities (such as child pornography or participation in terrorist communication), as required by law, Agency will contact the appropriate authorities. Client is responsible for any infringements by its employees; however if Agency observes any infringement, it will alert Client in order for Client to take action to stop the employee infringements. An exception to this is applies to child pornography and terrorism, in which cases, the authorities will be contacted immediately without contacting Client first.

10. Warranties. The following provisions are subject to Section 11 ("Limitation of Liabilities").

(b) Non-infringement Warranty. Client warrants that any technology, information or material (other than Agency's own material) distributed through the Web site will not infringe or misappropriate any copyright, trademark, patent, or the trade

secrets of any third persons, or otherwise violate this Agreement or any applicable law. Client will defend, indemnify and hold Agency harmless from all liability and expense (including attorney fees) arising from any claim to the contrary.

- (c) Limited Performance Warranty. Agency warrants to Client that it will make its best effort during the Term of this Agreement to perform its services in a competent and workmanlike manner and to ensure the Web site operates substantially according to the agreed-to. Agency does not warrant that it will be able to correct all reported defects or that use of the Web site will be uninterrupted or error free. Agency makes no warranty regarding features or services provided by third parties (especially Internet telecommunications service, Web browsers or email software), which are provided "as is" and "as available." Biz-comm reserves the right to determine which legacy browsers to support. Not all older browsers can handle current programming, specifically Internet Explorer prior to version 11. It is the responsibility of the Client to understand and use whatever software and hardware it owns. **Agency does not provide computer services such as troubleshooting Client computer configuration, software installation, software consulting or networking.** EXCEPT AS SET FORTH ABOVE, AGENCY MAKES NO WARRANTY, EXPRESS OR IMPLIED. AGENCY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION AND FITNESS FOR A PARTICULAR PURPOSE.
- (d) Agency neither warrants or guarantees third-party service including ISP connectivity, nor software compatibility. Client is responsible for connectivity to Web and email with an ISP that allows secondary domain email access. Examples of providers and ISPs that are NOT compatible include, but not limited to, are AOL and Earthlink. It is the responsibility of the Client to understand and use whatever software and hardware he or she owns. **Services from Agency do not extend to computer consultation.**

11. Limitation of Liabilities. The following provisions are a material condition of this Agreement and reflect a fair allocation of risk:

(a) Remedies. Client agrees that if the Agency violates any warranty or other provision of this Agreement, and Agency determines that repair or other corrective action is not economically or technically feasible, Client's sole and exclusive remedy will be to obtain a refund of amounts paid by Client to Agency for hosting services rendered hereunder during the months when the terms of this agreement was not met.

(b) Liabilities. AGENCY IS NOT LIABLE FOR ANY AMOUNT EXCEEDING THE PRICE PAID BY CLIENT FOR SERVICES HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO ANY CLAIM. IN NO EVENT SHALL AGENCY BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS FEES) EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.

12. Termination. Either party may suspend or terminate this Agreement if the other party materially breaches any provision and fails within ten (10) days of written notice to correct such default or commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to correction. Termination shall have no effect on the parties' rights and obligations under Section 4 ("Proprietary Rights"), Section 10 ("Warranties"), Section 11 ("Limitation of Liabilities") or Section 14 ("Export Regulations"). For a period of thirty (30) days following termination, the Agency shall upon request include in any Internet Web page that it continues to operate at the same domain a public notice of Client's forwarding URL address and provide a hyperlink connecting visitors to Client's new Web site, PROVIDING Customer has remitted payment in full.

13. Disputes, Choice of Law. Except actions for certain injunctive relief authorized under Section 7 ("Injunctive Relief") that may be brought in a court of competent jurisdiction at any time, the parties agree that all disputes shall be submitted to a single arbitrator for non-binding arbitration under proceedings conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrator shall be limited to remedies otherwise available in court and shall include a written explanation of the decision. If the parties are still unable to reconcile their differences after the arbitrator issues its award the dispute may then be taken to court by either party. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND NORTH CAROLINA, AND ANY ACTION SHALL BE INITIATED AND MAINTAINED IN A FORUM OF COMPETENT JURISDICTION IN SUCH DESIGNATED STATE.

14. Export Regulations. The transfer of technology across national boundaries is regulated by the U.S. Government. Client agrees not to export or re-export (including by way of electronic transmission) any data or technology derived from its Web site without first obtaining any required export license or governmental approval. Client will not otherwise directly or indirectly export or re-export such technology to any country specified in U.S. Export Administration Regulations (http://www.gpo.gov/bis/ear/ear_data.html). This provision and the assurances made herein shall survive termination of this Agreement.

16. Miscellaneous. This document and any attachments incorporated by reference constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Signatures are represented on the Letter of Agreement.