

Dedicated Server Service Agreement

By hosting with DeVore Technologies Inc. you are agreeing with the terms of these agreements. These agreements are subject to change at any point in time without notification to the client.

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This Dedicated Server Service Agreement ("Agreement") is by and between DeVore Technologies, Inc. , a/an Ohio corporation ("DeVore Technologies Inc."), and you and your heirs, assigns, agents and contractors (collectively, "You") and is effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Your use of DeVore Technologies Inc. Dedicated Server services (collectively, the "Dedicated Services") and represents the entire agreement between You and DeVore Technologies Inc . By using DeVore Technologies Inc. Dedicated Services, You acknowledge and agree that You have read, understand, acknowledge and agree to be bound by all the terms and conditions of this Agreement, along with any new, different or additional terms, conditions or policies, including, but not limited to, the Universal Terms of Service that DeVore Technologies Inc. may establish from time to time. Such Agreements may be found here.

In addition to transactions entered into by You on Your behalf, You also agree to be bound by the terms of this Agreement for transactions entered into on Your behalf by anyone acting as Your agent, and transactions entered into by anyone who uses the account You have established with DeVore Technologies Inc. whether or not the transactions were on Your behalf. You acknowledge and agree that DeVore Technologies Inc. acceptance of any application made by You for services provided by DeVore Technologies Inc. will take place at the Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar's offices located in Cleveland, Ohio, USA.

1. Description of Service

DeVore Technologies Inc. currently provides Dedicated Services to its customers for a monthly fee. DeVore Technologies Inc. will provide You an account on DeVore Technologies Inc. Dedicated Services servers, provided, however, You abide by the terms and conditions set forth herein and in each of DeVore Technologies Inc. policies and procedures.

License of Your Server Content

DeVore Technologies Inc. grants to You, and You accept from DeVore Technologies Inc., a non-exclusive, worldwide and royalty free license to copy, display, use and transmit on and via the Internet Your server content in connection with DeVore Technologies Inc. performance or enforcement of this Agreement.

Availability of Services

Subject to the terms and conditions of this Agreement, DeVore Technologies Inc. shall use commercially reasonable efforts to provide the Dedicated Services on a twenty-four (24) hours a day, seven (7) days a week basis throughout the term of this Agreement. You agree that from time to time the Dedicated Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that DeVore Technologies Inc. may undertake from time to time; or (iii) causes beyond the control of DeVore Technologies Inc. or that are not reasonably foreseeable by DeVore

Technologies Inc., including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You further agree that the availability of the Dedicated Services may be inaccessible during periods of time for which You have scheduled upgrades or downgrades to your Dedicated Services server. You agree that DeVore Technologies Inc. has no control of availability of the Dedicated Services on a continuous or uninterrupted basis.

FTP Backup

DeVore Technologies Inc. may offer additional features and add on services such as a FTP Backup option. You acknowledge and agree that purchasing such additional features and add on services may require additional down time to install and maintain. You further acknowledge and agree that in utilizing the FTP Backup option, You shall be subject to a maximum disk usage and bandwidth usage as identified by DeVore Technologies Inc.. Subject to the terms and conditions of this Agreement, DeVore Technologies Inc. shall use commercially reasonable efforts to provide FTP Backup services on a twenty-four (24) hours a day, seven (7) days a week basis throughout the term of this Agreement. You acknowledge and agree that from time to time the FTP Backup services may be inaccessible or inoperable for any reason, including without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that DeVore Technologies Inc. may undertake from time to time; or (iii) causes beyond the control of DeVore Technologies Inc. or that are not reasonably foreseeable by DeVore Technologies Inc., including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

Server Content

You shall be solely responsible for providing, updating, uploading and maintaining Your server content and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through Your server, including, without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text. Your server content shall also include any registered domain names provided by You or registered on behalf of You in connection with the Dedicated Services.

Information Shared with Partners

As a condition of purchasing and using "Virtual Dedicated Server" and/or "Dedicated Server" plans, You acknowledge and agree that DeVore Technologies Inc. may provide Your personal information to their partners, as required to provide the plans for which You are purchasing.

2. Your Obligations

You acknowledge and agree that DeVore Technologies Inc. shall have the right to seek justification in connection with Your use of the Dedicated Services, specifically Your purchase of IP addresses, and that You shall be obligated to provide any and all information reasonably sought by DeVore Technologies Inc. pursuant to such justification. You acknowledge and agree that You are required to begin using at least ninety percent (90%) of Your purchased IP addresses within thirty (30) days of assignment of such IP addresses to You. In the event You do not begin using at least ninety percent (90%) of Your assigned IP addresses, You acknowledge and agree that DeVore Technologies Inc. shall have the right to reclaim any unused IP addresses after the expiration of such thirty (30) day period. In connection with such purchase, You acknowledge and agree that Your name and justification may be disclosed to certain registries, including, but not limited to, the American Registry of Internet Numbers, in accordance with

policies promulgated by any and all such registries and such information may be displayed on the Whois.

You represent and warrant to DeVore Technologies Inc. that: Your content does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person and that You own Your server content and all proprietary or intellectual property rights therein, or have express written authorization from the owner to copy, use and display the content on and within Your server account. You also represent and warrant that the server content being hosted by DeVore Technologies Inc. shall not be used in connection with any illegal activity.

You are responsible for ensuring that there is no excessive overloading of DeVore Technologies Inc.'s DNS system or servers. In the event that You exceed Your allotted bandwidth and thereby overload DeVore Technologies Inc.'s DNS or servers, You shall be assessed any and all fees, costs and penalties associated with such overloading. You may not use DeVore Technologies Inc.'s servers and Your Server Account as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, denial of service, or other abusive activities. Server hacking or other perpetration of security breaches is prohibited and DeVore Technologies Inc. reserves the right to remove sites that contain information about hacking or links to such information. Use of your server account as an anonymous gateway is prohibited, as is Your use of the Dedicated Services to restrict or inhibit any other user from using and enjoying the Internet. You acknowledge and agree that DeVore Technologies Inc. has the right to remove Your server content temporarily or permanently from its dedicated servers if DeVore Technologies Inc. is the recipient of activities that threaten the stability of its network.

You agree not to engage in unacceptable use of any of the Dedicated Services, which includes, without limitation, use of the Dedicated Services to: (i) disseminate or transmit unsolicited messages, chain letters, unsolicited commercial email or unreasonably large volumes of email on a daily basis, provided, DeVore Technologies Inc., in its sole discretion, may permit You, if You have a legitimate purpose and after request, to send more email than DeVore Technologies Inc.'s standard STMP relay limit; (ii) disseminate or transmit any material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (iii) disseminate or transmit files, graphics, software or other material, data or work that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (iv) create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication; (v) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions; (vi) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which You do not have authorization to access or at a level exceeding Your authorization; (vii) disseminate or transmit any virus, trojan horse or other malicious, harmful or disabling data, work, code or program; (viii) engage in any other activity deemed by DeVore Technologies Inc. to be in conflict with the spirit or intent of this Agreement or any DeVore Technologies Inc. policy; or (ix) use Your server as an "open relay" or similar purposes.

DeVore Technologies Inc. prohibits the running of a public recursive DNS service on any DeVore Technologies Inc. server. All recursive DNS servers must be secured to allow only internet network access or a limited set of IP addresses. DeVore Technologies Inc. actively scans for the presence of public DNS services and reserves the right to remove any servers from the network that violate this restriction.

Storage and Security

At all times, You shall bear full risk of loss and damage to Your server and all of Your server content. You are entirely responsible for maintaining the confidentiality of Your password and account information. You acknowledge and agree that You are solely responsible for all acts, omissions and use under and charges incurred with Your account or password or in connection with the server or any of Your server content displayed, linked, transmitted through or stored on the server. You shall be solely responsible for undertaking measures to: (i) prevent any loss or damage to Your server content; (ii) maintain independent archival and backup copies of Your server content; (iii) ensure the security, confidentiality and integrity of Your server content transmitted through or stored on DeVore Technologies Inc. servers; and (iv) ensure the confidentiality of Your password. DeVore Technologies Inc.'s servers and Dedicated Services are not an archive and DeVore Technologies Inc. shall have no liability to You or any other person for loss, damage or destruction of any of Your content. The Dedicated Services are not intended to provide a PCI (Payment Card Industry) compliant environment and therefore should not be considered as one. DeVore Technologies Inc. shall have no liability to You or any other person for Your use of the Dedicated Services in violation of these terms. You acknowledge and agree that DeVore Technologies Inc. has the right to carry out a forensics examination in the event of a compromise to your server or account.

In the event You terminate this Agreement or Your use of the Dedicated Services, then moving Your server content off of the DeVore Technologies Inc. dedicated servers is Your responsibility. DeVore Technologies Inc. will not transfer or FTP Your server content to another provider. In the event Your use of the Dedicated Services is terminated, DeVore Technologies Inc. will not transfer or manage Your Dedicated Services or Your server content.

3. Assisted Server

In the event You elect to purchase DeVore Technologies Inc. 's Assisted Server service, the follow terms and conditions shall apply to Your use of and DeVore Technologies Inc.'s obligations in connection with providing the Assisted Server service (collectively, the "AS Services"). Subject to the terms and conditions of this Agreement and each of DeVore Technologies Inc.'s policies and procedures, DeVore Technologies Inc. shall use commercially reasonable efforts to attempt to provide the AS Services on a twenty-four (24) hours a day, seven (7) days a week basis throughout the term of this Agreement. You acknowledge and agree that from time to time the AS Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that DeVore Technologies Inc. may undertake from time to time; or (iii) causes beyond the reasonable control of DeVore Technologies Inc. or that are not reasonably foreseeable by DeVore Technologies Inc., including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that DeVore Technologies Inc. has no control over the availability of the AS Services on a continuous or uninterrupted basis.

DeVore Technologies Inc 's Rights

DeVore Technologies Inc. explicitly reserves the right and sole discretion to: (i) modify its pricing, if desired by DeVore Technologies Inc. ; (ii) establish limits and guidelines concerning the use of the AS Services; (iii) terminate Your use of the AS Services for use of the AS Services to unnecessarily or illegally harass DeVore Technologies Inc. or third parties, non-payment of fees for the AS Services, activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties, activities prohibited by the laws of the United States and/or foreign territories in which You conduct business, activities designed to encourage unlawful behavior by

others, such as hate crimes, terrorism and child pornography, activities that are tortious, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable in the sole opinion of DeVore Technologies Inc., activities designed to impersonate the identity of a third party, activities designed to harm minors in any way, and other activities whether lawful or unlawful that DeVore Technologies Inc. determines, in its sole discretion, to be harmful to its other customers, operations, or reputation; (iv) terminate Your use of the AS Services if Your use of the AS Services may result in, results in, or is the subject of, legal action or threatened or proposed legal action, against DeVore Technologies Inc. or any of its affiliates or partners, without consideration for whether such legal action or threatened or proposed legal action is eventually determined to be with or without merit; and (v) terminate Your use of the AS Services at any time and for any reason if deemed reasonably necessary by DeVore Technologies Inc.. DeVore Technologies Inc. has no obligation to monitor Your use of the AS Services, but reserves the right in its sole discretion to do so.

Charges for the AS Services

When DeVore Technologies Inc. determines that charges shall apply for Your use of the AS Services, DeVore Technologies Inc. shall charge You for Your use of the AS Services on a thirty (30) minute incremental basis. Further, when DeVore Technologies Inc. determines that a fee will be assessed for Your use of the AS Services, DeVore Technologies Inc. reserves the right to charge any or all of the fees prior to the commencement of any work being performed.

Third-Party Software

Additionally, in the event You elect to install or seek assistance from DeVore Technologies Inc. in connection with the installation of any third-party software, the following terms shall apply. You represent and warrant that You have the right to use and install such third-party software and that the third-party software does not and shall not infringe on the intellectual property rights of any other person or entity. You agree to defend, indemnify and hold harmless DeVore Technologies Inc. and its employees, officers and directors for, from and against any and all claims brought against DeVore Technologies Inc. and its employees, officers and directors by a third-party alleging that such software infringes (i) the third-party's rights or (ii) a U.S. patent, trademark, copyright or other intellectual property right, and shall pay all resulting costs, damages, expenses and reasonable attorneys' fees that a court awards and settlements made by DeVore Technologies Inc. in connection with any such claims.

Limitation of Liability; Waiver and Release

The AS Services are being provided "AS IS" and DeVore Technologies Inc. expressly disclaims any and all warranties, whether express or implied, including without limitation any implied warranties of merchantability or fitness for a particular purpose, to the fullest extent permitted or authorized by law. Without limitation of the foregoing, DeVore Technologies Inc. expressly does not warrant that the AS Services will meet your requirements, function as intended, or that the use of the AS Service will be uninterrupted or error free. In no event shall DeVore Technologies Inc. be liable for any or all direct, indirect, incidental, special, exemplary or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including, but not limited to, negligence or otherwise) arising in any way out of the use of the AS Service, even if DeVore Technologies Inc. is aware of or has been advised of the possibility of such damages.

Accordingly, You for Yourself and all of Your heirs, personal representatives, predecessors, successors and assigns, hereby fully release, remise, and forever discharge DeVore Technologies

Inc. and all affiliates of DeVore Technologies Inc., and all officers, agents, employees, and representatives of DeVore Technologies Inc., and all of their heirs, personal representatives, predecessors, successors and assigns, for, from and against any and all claims, liens, demands, causes of action, controversies, offsets, obligations, losses, damages and liabilities of every kind and character whatsoever, including, but not limited to, any action omission, misrepresentation or other basis of liability founded either in tort or contract and the duties arising thereunder, whether known or unknown, relating to or arising out of, or in any way connected with or resulting from, the AS Services and Your acquisition and use thereof, including, but not limited to, the provision of the AS Services by DeVore Technologies Inc. and its agents and employees.