

JEWELL TECHNICAL CONSULTING, INC. TERMS AND CONDITIONS OF SALE

HOSTING AGREEMENT

Welcome to Jewell Technical Consulting, Inc. ("JTC") web site hosting services. This Hosting Agreement ("Agreement") governs your purchase and use of all web site hosting services, including the Shared Hosting Services (collectively, the "Services"), as described in the Order Form. You must register and accept the terms of this Agreement in order to use the Services. By checking the "I accept" box, and/or registering for and using the services, you acknowledge that you have read this Agreement and agree to be bound by its terms and conditions as well as all policies and guidelines incorporated by reference.

JTC may modify any of the terms and conditions contained in this Agreement and any policy or guideline incorporated by reference, at any time in its sole discretion and may also determine whether and when the modifications apply to existing or future customers. Any modifications are effective upon posting of the revisions on the JTC Web Site (the "Site"). JTC will post a notice of modifications to this Agreement on the Site for 30 days. JTC may post modifications to referenced policies and guidelines without notice to you. Your continue use of the Services following JTC's posting of any modifications constitutes your acceptance of the modifications. If you do not agree to these terms do not click the "I accept" button. If you do not agree to the terms of any modification, do not continue to use the services and immediately notify JTC of your intent to terminate this Agreement pursuant to Section 1.2 below.

1. TERM AND PAYMENT FOR SERVICES

1.1 TERM. This Agreement will be for an "Initial Term" of 30 days. This Agreement will automatically renew (the "Renewal Term") at the end of the Initial Term for the same period as the Initial Term, unless you provide JTC with notice of termination at least 3 days before the end of the Initial Term or the Renewal Term, whichever is then applicable. You must provide JTC with your notice of termination by opening a support ticket through either: (a) phone call to 703-794-1225, or (b) a direct e-mail to HelpDesk@jtcinc.biz. You will be asked to provide JTC with Sufficient Customer Identification ("identification") so that JTC may properly identify you and your account. Any notice of termination will be effective upon JTC's receipt of the Identification.

1.2 TERMINATION POLICY. If you terminate the Services before the end of Initial Term or the Renewal Term, whichever is then applicable, JTC will not refund to you any fees paid in advance of termination. You must submit your termination request to JTC in the manner described in Section 1.1.

1.3 LIABILITY AND OBLIGATIONS ON TERMINATION. If the Agreement expires or is terminated for any reason, JTC is not liable to you 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 the termination or expiration. If you terminate this Agreement, JTC will not relieve you of any obligations to pay fees and costs accrued before the termination date or any other amounts you owe to JTC under this Agreement.

1.4 CHARGES. You will pay all charges for your use of the Services at the then current JTC prices.

1.5 PAYMENT. You will pay all charges for Services in advance according to the then current price for the Services. You may pay for the Services by credit card or check. You will be billed for the remainder of the current year and then in yearly increments. If you fail to pay any fees and taxes within 15 days from the applicable due date, JTC will assess late charges equal to \$15 per month. Your failure to fully pay any fees and taxes within 15 days after the applicable due date is a material breach of this Agreement, justifying JTC in suspending its performance and terminating this Agreement. If JTC terminates for your material breach, you must still pay past due fees plus interest. You are responsible for any costs JTC incurs in enforcing collection, including reasonable attorneys' fees, court costs and collection agency fees. If you reinstate Services, you must pay a reinstatement fee equal to the then current Setup Fee for your level of Services.

2. USE OF SERVICES

2.1 APPLICABLE POLICIES AND GUIDELINES. The JTC Acceptable Use And Service Guidelines (the "Usage Guidelines") govern the general policies and procedures for use of the Services. JTC's Online Privacy Statement governs how JTC collects, stores, processes and uses information associated with your use of the Services. The Usage Guidelines and the Online Privacy Statement are posted on JTC's web site at <http://www.jtcinc.net/> and may be updated from time-to-time. You should carefully read the Usage Guidelines. By using the Services, you agree to be bound by the terms of the Usage Guidelines and any modifications to the terms. JTC may terminate your account for any violation of the Usage Guidelines or this Agreement.

2.2 MATERIAL AND PRODUCT REQUIREMENTS. You must ensure that all material and data placed on JTC's equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation by JTC. JTC will make no effort to validate any of this information for content, correctness or usability. If your material is not "server-ready," JTC may reject this material. JTC will notify you of its refusal of the material and afford you the opportunity to modify the material to satisfy JTC's requirements. 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. JTC does not provide this knowledge or customer support outside of the Services.

2.3 BANDWIDTH, STORAGE, AND E-MAIL USAGE. For Services, you will not exceed the bandwidth, storage, and e-mail usage limits in the Order Form. E-mail storage and attachment size limits are included in your bandwidth and storage limits. If you use any bandwidth or storage space in excess of the agreed upon number of megabytes per month, JTC may, in its sole discretion, assess you with additional charges, suspend the Service, or terminate this Agreement. If JTC elects to take any corrective action, JTC will not refund any fees. Your use of your account and access to it is your responsibility. You are responsible for any unauthorized access to your account resulting in bandwidth, storage, and/or e-mail usage exceeding the limits in the Order Form and resultant charges.

2.4 DOMAIN NAMES. As part of the Services, you will provide JTC with a registered domain name or names, or JTC will provide you with a subdomain (example: subdomain.modevia.com).

2.5 SECURITY. You are solely responsible for any security breaches affecting servers or accounts under your control. If your server or web site is responsible for or involved in an attack on or unauthorized

access into another server or system, JTC will shut it down immediately. You will pay any charges resulting from the cost to correct security breaches affecting JTC or any of its other customers.

2.6 COMMERCIAL ADVERTISEMENTS VIA E-MAIL. You will not use JTC services, your account or server to send or facilitate in anyway the transmission of unsolicited commercial e-mail. JTC will enforce substantial penalties, including charging you for any related network costs and terminate your account, for violations.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 LICENSE GRANTED TO JTC. You grant to JTC a non-exclusive, worldwide, and royalty-free license for the Initial Term and the Renewal Term, if applicable, to edit, modify adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use your content as necessary for the purposes of rendering and operating the Services to you under this Agreement. You expressly: (a) grant to JTC a license to cache materials distributed or made available for distribution via the Services, including content supplied by third parties, and (b) agree that this caching is not an infringement of any of your intellectual property rights or any other third party's intellectual property rights.

3.2 WARRANTIES AND REPRESENTATIONS TO JTC. You warrant, represent, and covenant to JTC that: (a) you are at least 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 the use of your account; (e) you have acquired or will acquire all authorization(s) necessary for hypertext links to third-party web sites or other content; (f) you have verified or will verify the accuracy of materials distributed or made available for distribution via the Services, including 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.

3.3 JTC MATERIALS AND INTELLECTUAL PROPERTY. All materials, including any computer software (in object code and source code form), data or information that JTC or its suppliers or agents develop under this Agreement, and any know-how, methodologies, equipment, or processes JTC uses to provide the Services to you, including all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto will remain JTC's or its suppliers' sole and exclusive property. JTC's upstream provide, Rackspace, will maintain and control ownership of all Internet Protocol ("IP") numbers and addresses that JTC may assign to you. JTC may, in its sole discretion, change or remove any and all IP numbers and addresses.

4. ENFORCEMENT

4.1 INVESTIGATION OF VIOLATIONS. JTC may investigate any reported violation of this Agreement, or its policies or any complaints and take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, customers or third parties. JTC 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. JTC may, without notice, restrict or remove from its servers any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violates any laws. If JTC becomes aware that you have possibly violated this Agreement, any related policies or guidelines, third party rights or law, JTC may immediately and without notice take corrective action, including: (a) issuing warnings, (b) suspending or termination the Services, (c) restricting or prohibiting any and all uses of content hosted on JTC's systems, and (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 any other content not supplied by JTC that, in JTC's sole discretion, may violate or infringe any law or third-party rights or that otherwise exposes or potentially exposes JTC to civil or criminal liability or public ridicule. It is JTC's policy to terminate repeat infringers. These rights of action, however, do not obligate JTC to monitor or exert editorial content over the information made available for distribution via the Services. If JTC takes corrective action because of a possible violation, JTC will not refund to you any fees.

4.3 DISCLOSURE RIGHTS. To comply with applicable laws and lawful governmental requests, to protect JTC's systems and customers, or to ensure the integrity and operation of JTC's business and systems, JTC may access and disclose any information it considers necessary or appropriate, including, use profile information (i.e. name, e-mail address, etc.), IP addressing and traffic information, usage history, and content residing on JTC's servers and systems. JTC may 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 that any inconsistency exists between any terms of JTC's Online Privacy Statement and JTC's right to disclose under this section, JTC's right to disclose under this section will control.

5. DISCLAIMED WARRANTIES

JTC exercises no control over, and accepts no responsibility for, the content of the information passing through JTC's computers, network hubs and points of presence, or the Internet. All Services performed under this Agreement are performed "as is" and without warranty against failure of performance including any failure because of computer hardware or communications systems. Except as expressly provided in this Agreement, JTC does not make and disclaims, and you waive all reliance on, any representations or warranties, arising by law or otherwise, regarding the Services, including implied warranties of merchantability, fitness for a particular purpose, non-infringement, or arising from course of dealing, course of performance, or usage in trade.

6. LIMITATION AND EXCLUSION OF LIABILITY

6.1 LIMITATIONS. In no event will JTC or its suppliers have any liability for unauthorized access to, or alteration, theft or destruction of information distributed or made available for distribution via the Services through accident, fraudulent means or devices. Neither JTC nor its suppliers will have liability with respect to JTC's obligations under this Agreement, or otherwise for consequential, exemplary, special, incidental, or punitive damages even if JTC has been advised of the possibility of these damages. The liability of JTC and its suppliers to you for any reason and upon any cause of action is limited to the amount you actually paid to JTC under this Agreement during the 3 months immediately preceding the date on which the claim accrued. This limitation applies to all causes of action in the aggregate, including breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. The fees for the Services set by JTC under this Agreement have been and will continue to be based upon this allocation of

risk. Accordingly, you release JTC and its suppliers from any and all obligations, liabilities, and claims in excess of the limitations stated in this Section 6.1.

6.2 INTERRUPTION OF SERVICE. JTC and its suppliers are not liable for any temporary delay, outages or interruptions of the Services. Further, JTC is not liable for any delay or failure to perform its obligations under this Agreement, where the delay or failure results from any act of God or other cause beyond its reasonable control (including any mechanical, electronic, communications or third-party supplier failure).

7. INDEMNIFICATION

You release, hold harmless, and agree to indemnify, JTC and its affiliates and suppliers (and their respective employees, directors and representatives) against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) incurred by JTC or its suppliers, arising out of or relating to: (a) your violation or breach of any term, condition, representation or warranty of this Agreement, or any applicable policy or guideline; (b) your improper or illegal use of the Services; or (c) your violation, alleged violation, or misappropriation of any intellectual property right (including trademark, copyright, patent, trade secrets) or non-proprietary right of a third party (including defamation, libel, violation of privacy or publicity).

8. MISCELLANEOUS PROVISIONS

8.1 ENTIRE AGREEMENT. This Agreement, in conjunction with all policies and guidelines incorporated by reference, constitutes the entire agreement between you and JTC with respect to the subject matter of the Agreement, and there are no representations, understandings or agreements that are not fully expressed in this Agreement and the related policies and guidelines.

8.2 NO FIDUCIARY RELATIONSHIP. JTC is nor your agent, fiduciary or trustee and does not represent you in any other capacity. Except for the rights of JTC's suppliers under Sections 6 and 7, nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give any person (other than the parties to this Agreement) any legal or equitable right, remedy or claim under or in respect to this Agreement. This Agreement and all of its representations, warranties, covenants, conditions and provisions are intended to be and are for the sole and exclusive benefit of the parties to this Agreement.

8.3 AMENDMENTS. Except as expressly provided in this Agreement, no amendment, change, waiver, or discharge of this Agreement is valid unless in writing and signed by the parties.

8.4 IDENTIFICATION. JTC may, free of any obligation to pay compensation, use your name and identify you as a JTC client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.

8.5 CHOICE OF LAW AND FORUM. This Agreement is governed by the laws of the United States and the state of Virginia, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the Federal Court for Virginia and you irrevocably consent to the jurisdiction of these courts.

8.6 COMPLIANCE WITH LAWS. You will comply with all applicable laws and regulations and will indemnify and save JTC harmless from your failure to so comply. JTC will not have to perform any obligations set forth in this Agreement if the performance would violate any present or future law, regulation or policy of any applicable government.

8.7 NON-ASSIGNMENT. You may not assign this Agreement or any right or obligation under this Agreement, by operation of law or otherwise, without JTC's prior written consent. JTC may assign its rights and obligations under this Agreement, and may utilize affiliates and agents in performing its duties and exercising its rights, without your consent. This Agreement is binding on, inures to the benefit of, and is enforceable against the parties and their respective successors and assigns.

8.8 NO WAIVER. JTC's failure to enforce the strict performance of any provision of this Agreement does not constitute a waiver of JTC's right to subsequently enforce the provision or any other provisions of this Agreement.

8.9 SEVERABILITY. If any term or provision of this Agreement is deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement, if applicable, will remain in full force and effect and, if the subject term or provision is deemed to be invalid, void or unenforceable only with respect to a particular application, the term or provision will remain in full force and effect with respect to all other applications.

8.10 HEADINGS. The section headings used in this Agreement are for reference and convenience only and will not enter into the interpretation of the Agreement.

8.11 SURVIVAL. All provisions of this Agreement relating to your warranties, intellectual property rights, limitation and exclusion of liability, your indemnification obligations and payment obligations will survive the termination or expiration of the Agreement.