

Rising Star Web Web Site and Virtual Dedicated Server Service Agreement

This Web Site and Virtual Dedicated Server Service Agreement ("Agreement") is by and between Rising Star Web ("Rising Star Web"), and You, Your heirs, assigns, agents and contractors ("You") and is effective as of the date of execution. This Agreement sets forth the terms and conditions of Your use of Rising Star Web's Web Site and Virtual Dedicated Server services (collectively, the "Services") and represents the entire agreement between You and Rising Star Web. By using the Services, You acknowledge that You have read, understand 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 the Universal Terms of Service which Rising Star Web may establish from time to time.

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've established with Rising Star Web, whether or not the transactions were in Your behalf. You acknowledge that Rising Star Web's acceptance of any application made by You for services provided by Rising Star Web will take place at the Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar's offices located in Scottsdale, Arizona, USA. In the event You are using ad-supported hosting, You further acknowledge and agree that as adequate consideration for Rising Star Web providing You with the Services at no cost to You, Rising Star Web shall have the right to place certain advertisements on Your web site. The advertisements shall be based upon the content of Your web site and may include, but are not limited to, advertisements of Your competitors. If You do not desire such advertisements to be placed on Your web site, then You may purchase the Services at Rising Star Web's then current rates.

1. Description of Service

Rising Star Web currently provides the Services to its customers for a monthly fee. Rising Star Web will host Your web site on Rising Star Web's servers, provided, however, You abide by the terms and conditions set forth herein and in each of Rising Star Web's policies and procedures.

License of Your Web Site Content

Rising Star Web grants to You, and You accept from Rising Star Web, a non-exclusive, worldwide and royalty free license to copy, display, use and transmit on and via the Internet Your web site content in connection with Rising Star Web's performance or enforcement of this Agreement.

Availability of Services

Subject to the terms and conditions of this Agreement, Rising Star Web shall attempt to provide the Services for twenty-four (24) hours per day, seven (7) days per week

throughout the term of this Agreement. You agree that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation:

1. equipment malfunctions;
2. periodic maintenance procedures or repairs that Rising Star Web may undertake from time to time; or
3. causes beyond the control of Rising Star Web or that are not reasonably foreseeable by Rising Star Web, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks network congestion or other failures.

You agree that Rising Star Web has no control of availability of the Services on a continuous or uninterrupted basis.

Service Availability Guarantee

Rising Star Web offers a service uptime guarantee for the Services of 99.9% ("Service Uptime") of available time. If Rising Star Web fails to maintain this level of service availability, You may contact Rising Star Web and request a credit of 5% of Your monthly hosting fee from Rising Star Web for that month. The credit may be used only for the purchase of further products and services from Rising Star Web, and is exclusive of any applicable taxes. The credit does not apply to service interruptions caused by:

1. periodic scheduled maintenance or repairs Rising Star Web may undertake from time to time;
2. errors caused by You from custom scripting or coding;
3. outages that do not affect the appearance of the web site but merely affect access to the web site such as FTP and email;
4. causes beyond the control of Rising Star Web or that are not reasonably foreseeable by Rising Star Web ; and
5. outages related to the reliability of certain programming environments.

Total Service Uptime shall be solely determined by Rising Star Web and shall be calculated on a monthly basis.

FTP Backup

Rising Star Web 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 Rising Star Web. Subject to the terms and conditions of this Agreement, Rising Star Web shall use commercially reasonable efforts to provide FTP Backup services on a twenty-four (24) hours per day, seven (7) days per 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:

1. equipment malfunctions;
2. periodic maintenance procedures or repairs that Rising Star Web may undertake from time to time; or
3. causes beyond the control of Rising Star Web or that are not reasonably foreseeable by Rising Star Web, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

Web Site Content

You shall be solely responsible for providing, updating, uploading and maintaining Your web site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through Your web site, 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 web site content shall also include any registered domain names provided by You or registered on behalf of You in connection with the Services. Notwithstanding anything in this Agreement to the contrary, in the event You are using ad-supported hosting, in no event shall Your web site consist of the following: search results, registration, "thank you", error, email or chat pages, pages comprised primarily of other advertising or pages containing any of the following types of content:

1. pornographic, obscene or excessively profane content;
2. content intended to advocate or advance computer hacking or cracking;
3. gambling;
4. illegal activity;
5. drug paraphernalia; or
6. hate, violence or racial or ethnic intolerance.

SSL Certificates

Any SSL certificate You purchase from Rising Star Web or its affiliates to use in conjunction with the Services provided by Rising Star Web, is intended for its specific use as described in the Subscriber Agreement and will not be exported from the server to be used with any other web hosting service. If You are using an SSL certificate on a web site hosted by Rising Star Web, Rising Star Web will generate and securely store a corresponding private key.

For security reasons, at no time will Rising Star Web release Your private key, even if You request. If You wish to export Your SSL certificate for use on a non- Rising Star Web server, You will need to make a request to Rising Star Web no earlier than thirty (30) days after Your initial SSL subscription began. After Your account with Rising Star Web has been canceled, You will have thirty (30) days to follow the Starfield Secure Certificate Registration Process and request a re-key of the SSL certificate, or Your SSL

certificate will become invalid.

Information Shared with Partners

As a condition of purchasing and using the Services, You acknowledge and agree that Rising Star Web 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 Rising Star Web shall have the right to seek justification in connection with Your use of the Services, specifically Your purchase of IP addresses, and You shall be obligated to provide any and all information reasonably sought by Rising Star Web pursuant to such justification. You acknowledge and agree 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 Rising Star Web 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 publicly on the Whois database.

Upon the expiration of Your initial hosting service term, Your hosting service shall automatically renew for the same period of time and Your payment method shall be charged for the renewal term on the renewal date. You acknowledge and agree that in the event You do not desire to automatically renew Your hosting services for the same period of time, it is Your responsibility and obligation to access Your account manager and manually turn off the default renewal and Your failure to access Your account manager and manually select to renew on a month-to-month basis shall be deemed acceptance of the renewal term.

You represent and warrant to Rising Star Web that: (i) 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; (ii) infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and (iii) that You own Your web site 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 web site. You also warrant that the web site being hosted by Rising Star Web will not be used in connection with any illegal activity. If You are hosting Your web site on Rising Star Web's servers, You are responsible for ensuring there is no excessive overloading on Rising Star Web's DNS or servers. In the event You exceed Your allotted bandwidth or disk space and thereby overload Rising Star Web's DNS or servers, You shall be assessed any and all fees, costs and penalties associated with such overloading. You may not use Rising Star Web's servers and Your web site 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 Rising Star Web reserves the right to remove sites containing information about hacking or links to such information. Use of Your web site as an anonymous gateway is prohibited. Rising Star Web prohibits the use of software or scripts run on its servers that cause the server to load beyond a reasonable level, as determined by Rising Star Web. You agree Rising Star Web reserves the right to remove Your web site temporarily or permanently from its servers if Rising Star Web is the recipient of activities that threaten the stability of its network. Further, if You are using ad-supported hosting, You acknowledge and agree Rising Star Web has the right to terminate Your Services in its sole discretion and for any reason, including, but not limited to, Your failure or unwillingness to comply with the terms and limitations of this Agreement, specifically, the content and material restrictions set forth in this Agreement. You agree not to engage in unacceptable use of any Services, which includes, without limitation, use of the Services to: (i) disseminate or transmit unsolicited messages, chain letters, unsolicited commercial email, or unreasonably large volumes of email on a daily basis, provided, Rising Star Web, in its sole discretion, may permit You, if You have a legitimate purpose and after request, to send more email than Rising Star Web's standard SMTP 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 Rising Star Web to be in conflict with the spirit or intent of this Agreement or any Rising Star Web policy; or (ix) use Your server as an "open relay" or similar purposes.

Rising Star Web prohibits the running of a public recursive DNS service on any Rising Star Web server. All recursive DNS servers must be secured to allow only internet network access or a limited set of IP addresses. Rising Star Web 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 web site and all of Your web site content. You are entirely responsible for maintaining the confidentiality of Your password and account information. You agree You are solely responsible for all acts,

omissions and use under and charges incurred with Your account or password or in connection with the Site or any of Your web site 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 web site content; (ii) maintain independent archival and backup copies of Your web site content; (iii) ensure the security, confidentiality and integrity of all your web site content transmitted through or stored on Rising Star Web servers; and (iv) ensure the confidentiality of Your password. Rising Star Web's shared hosting servers are not an archive and Rising Star Web shall have no liability to You or any other person for loss, damage or destruction of any of Your content. The Services are not intended to provide a PCI (Payment Card Industry) compliant environment and therefore should not be considered as one. Rising Star Web shall have no liability to You or any other person for Your use of the Services in violation of these terms. You shall at all times use the Services as a conventional and/or traditional web site. You shall not use the Service in any way, in Rising Star Web's sole discretion, that shall impair the functioning or operation of Rising Star Web's Services or equipment. Specifically by way of example and not as a limitation, You shall not use the Services as: (i) a repository or instrument for placing or storing archived files; and/or (ii) placing or storing material that can be downloaded through other web sites. You acknowledge and agree that Rising Star Web has the right to carry out a forensics examination in the event of a compromise to Your server or account.

If You purchase MS SQL or Managed Backups, You hereby authorize Rising Star Web to log into Your server for purposes of installing and configuring the software.

In the event You terminate, moving Your web site off of the Rising Star Web shared hosting servers is Your responsibility. Rising Star Web will not transfer or FTP Your web site to another provider. In the event Your use of the Services is terminated, Rising Star Web will not transfer or manage Your Services or Your web site content.

3. Assisted Services

In the event You elect to purchase Rising Star Web 's Assisted Server Plan, the following terms and conditions shall apply to Your use of and Rising Star Web's obligations in connection with providing the Assisted Server Plan (collectively, the "AS Services").

Subject to the terms and conditions of this Agreement and each of Rising Star Web's policies and procedures, Rising Star Web shall use commercially reasonable efforts to attempt to provide the AS Services on a twenty-four (24) hours per day, seven (7) days per week basis for the duration of the AS Services purchased. You acknowledge and agree that from time-to-time the AS Services may be inaccessible or inoperable for any reason, including, without limitation:

1. equipment malfunctions;
2. periodic maintenance procedures or repairs that Rising Star Web may undertake from time to time; or
3. causes beyond the reasonable control of Rising Star Web or that are reasonably unforeseeable by Rising Star Web, including, without limitation, interruption or

failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

You acknowledge and agree Rising Star Web has no control over the availability of the AS Services on a continuous or uninterrupted basis.

Rising Star Web 's Rights

Rising Star Web explicitly reserves the right and sole discretion to:

1. modify its pricing, if desired by Rising Star Web ;
2. establish limits and guidelines concerning the use of the AS Services;
3. terminate Your use of the AS Services for use of the AS Services to unnecessarily or illegally harass Rising Star Web 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 Rising Star Web, 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 Rising Star Web determines, in its sole discretion, to be harmful to its other customers, operations, or reputation;
4. terminate Your use of the AS Services if Your use of the AS Services results in, or is the subject of, legal action or threatened or proposed legal action, against Rising Star Web 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
5. terminate Your use of the AS Services at any time and for any reason if deemed reasonably necessary by Rising Star Web.

Rising Star Web has no obligation to monitor Your use of the AS Services, but reserves the right in its sole discretion to do so.

Charges for Custom AS Services

When Rising Star Web determines requested assistance falls out of the scope of the basic AS plan, charges shall apply for Your use in the form of Custom Support Services (hereinafter referred to as "CSS"), and Rising Star Web shall charge You for Your use of the CSS on a thirty (30) minute incremental basis. Furthermore, when Rising Star Web determines a fee will be assessed for Your use of the CSS, Rising Star Web 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 Rising Star Web in connection with the installation of any third-party software, the following terms shall apply. You represent and warrant You have the right to use and install the third-party software, and have paid the applicable licensing fees for the third party software, and 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 Rising Star Web and its employees, officers and directors for, from and against any and all claims brought against Rising Star Web and its employees, officers and directors by a third-party alleging the software infringes: (i) the third-party's rights; or (ii) a U.S. patent, trademark, copyright or other intellectual property right. You agree that in such an event You shall pay all resulting costs, damages, expenses and reasonable attorneys' fees that a court awards and settlements incurred by Rising Star Web in connection with any such claims.

If You purchase MS SQL or Managed Backups, You hereby authorize Rising Star Web to log into Your server for purposes of installing and configuring the software.

Limitation of Liability; Waiver and Release

The AS Services are being provided "AS IS" and Rising Star Web 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, Rising Star Web 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 Rising Star Web 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 Rising Star Web is aware of or has been advised of the possibility of such damages. Notwithstanding the foregoing, if You do not respond to notifications, Rising Star Web will not be responsible for any lost data.

Accordingly, You for Yourself and all of Your heirs, personal representatives, predecessors, successors and assigns, hereby fully release, remise, and forever discharge Rising Star Web and all affiliates of Rising Star Web, and all officers, agents, employees, and representatives of Rising Star Web, 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 Rising Star Web and its agents and employees.

Rising Star Web Cancellation and Refund Policy:

All hosting packages and other services must be canceled and notices received 30-days prior to our next billing cycle. Billing cycles begin at the 1st of every month. If notice is not received prior to the date of billing, there will be no refunds for the remainder of that month's services. Rising Star Web does not prorate the remainder of the unused services. You will still be responsible for that months billing cycle. Form of notification may be made by email, fax or letter sent to our office. Rising Star Web will not release any domain names, website content - pages and/or rendered graphics or images until any outstanding balances are paid in full.

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