Hosting Terms and Conditions

These Hosting Terms and Conditions, together with any Work Authorization (as defined below) and the General Terms and Conditions, which are located at http://www.itx.com/terms and incorporated herein by reference, constitute CLIENT's entire agreement for the delivery of professional services in the general area of information technology (the "Services") with ITX Corp. (collectively, the "Agreement"). By engaging ITX Corp. ("ITX") for hosting services, CLIENT agrees to be bound by the following terms and conditions:

H1. Managed Server Services

H1.1 Authorized Work. CLIENT has ordered, and ITX has agreed to provide, the Services by signing a document authorizing work or statement of work ("Work Authorization"). All Work Authorizations authorized by CLIENT to perform the Services (the "Authorized Work"), whether verbally or in writing, shall incorporate by reference the terms of this Agreement. Capitalized terms used in these Hosting terms and conditions, but not defined herein, are defined in the Work Authorization.

H1.2 Conflict of Terms. In the event of a conflict between a term contained in these Hosting Terms and Conditions and a term contained in any Work Authorization or the General Terms and Conditions, the Hosting Terms and Conditions shall take precedence except to the extent that the applicable Work Authorization states an intent to supersede them on a specific matter and is signed by both parties. In no event will the Agreement be superseded or modified by any other instrument not signed by both parties.

H1.3 General. As part of the Services, ITX will (a) provide use of the ITX-provided computer resources set forth in a Work Authorization using networking components, Internet connections and other hardware and software (collectively, "ITX Systems") and (b) secure and maintain connectivity with third-party telecommunication providers, as necessary to connect the client-owned computer equipment to the Internet. CLIENT acknowledges that, as a part of ITX Systems, ITX may retain one or more third-party service providers to supply the necessary facilities, equipment, and connectivity to provide the Services hereunder. ITX does not control and is not responsible for the underlying third-party infrastructure except as may be otherwise stated in the Agreement. Subject to the specific terms of these Hosting Terms and Conditions, ITX retains sole right and control over the programming, content and conduct on ITX Systems. CLIENT is responsible for securing and maintaining its own Internet connectivity to access ITX Systems.

H1.4 Migration of Servers. CLIENT acknowledges and agrees that as a normal course of business, it may be necessary for ITX to migrate its servers, and ITX reserves the right to move the client environment to a new server or servers, as deemed necessary in ITX's sole discretion. As a result, even if CLIENT has a dedicated IP, a different IP address may be assigned. ITX does not warrant that CLIENT will be able to consistently maintain its given IP address(es).

H1.5 Storage and Security. CLIENT shall be solely responsible for undertaking measures to (1) prevent any loss or damage to CLIENT's website or server content; (2) maintain independent archival and backup copies of CLIENT's website or server content; and (3) ensure the security, confidentiality and integrity of CLIENT's website or server content transmitted through or stored on ITX servers.

H1.6 Storage Capacity. The total amount of usable storage capacity for CLIENT's particular hosting service(s) may differ from the represented capacity, as there is required space for the operating system, system files, and other supporting files.

H1.7 Data. As a policy, ITX team members do not interact with client-managed sensitive data (e.g., private, personal, or otherwise protected data). If CLIENT requires ITX to interact with client-managed sensitive data, this must be scoped separately. A Work Authorization will be created to govern that activity. If CLIENT instructs otherwise in writing, CLIENT assumes full responsibility and liability for all outcomes, whether foreseeable, intended, or otherwise.

H2 Domain Name Services

H2.1 General. At the election of CLIENT and in accordance with the Services selected by CLIENT, ITX may provide Domain Name Services ("DNS Services"), including the hosting of one or more domain names held by CLIENT, as part of the Services. If CLIENT purchases DNS Services under its Work Authorization, CLIENT shall provide ITX with one or more registered domain names (each a "Client Domain"). ITX shall host the Client Domain(s) during the effective term of the Agreement; provided that, such domain does not violate any registrar's policies, or any laws or regulations. ITX agrees to transfer the Client Domain at the direction of CLIENT or upon termination of the Agreement and settlement of any outstanding invoices. CLIENT shall retain all right, title, and interest in the Client Domain, and, in no event, shall ITX acquire any ownership, title, interests or rights in the Client Domain.

H2.2 ICANN. Any Client Domain shall be hosted and administered in accordance with terms of ICANN's then-current domain name dispute resolution policy and/or the policies of the registrar of the Client Domain. The inability to use a domain name shall not entitle CLIENT to a refund by ITX of any fees paid with respect to the registration of such unusable domain name.

H2.3 IP Addresses. ITX may assign IP addresses to CLIENT as part of the Services. Any IP addresses or other network numbers assigned to CLIENT by ITX are and shall remain the property of ITX or its suppliers. If CLIENT terminates the Agreement and/or ITX ceases to provide DNS Services, ITX may, in its sole discretion, reassign or reuse the IP addresses. ITX has sole discretion as to the Internet routing of any ITX network numbers. Upon termination, ITX will not have, and CLIENT hereby releases ITX from, any responsibility or liability for any actions or costs related to the reassignment or reconfiguration of CLIENT's system for any new IP addresses.

H2.4 Uptime Goal. ITX shall use commercially reasonable efforts to make ITX Systems and the Services available 99.5% of the time (the "Uptime Goal"). The Uptime Goal shall be measured within ITX Systems on a monthly basis calculated to include twenty-four (24) hours per day over each month, but excluding from the numerator and denominator in the calculation the duration in time of any temporary shutdowns due to (1) periodic scheduled maintenance or repairs (which will not exceed in the aggregate ten (10) hours per month); (2) interruptions caused by CLIENT from custom scripting, coding or the installation of third-party applications; (3) telecommunications or power disruptions caused by third parties; (4) any other causes not reasonably foreseeable or beyond the reasonable control of ITX; and (5) outages related to the reliability of certain programming environments. Any failure of ITX to satisfy the Uptime Goal shall not constitute a breach of the Agreement.

H2.5 Bandwidth Allowances. If CLIENT uses bandwidth in excess of the Services ordered by CLIENT, ITX may, in its sole discretion, assess CLIENT with additional charges, suspend the performance of the Services, or terminate the Services. In the event that ITX elects to take any corrective action, CLIENT shall not be entitled to a refund of any unused pre-paid fees. CLIENT's use of the Services and management of access to those systems is CLIENT's responsibility. CLIENT is responsible for any unauthorized access to the Services resulting in bandwidth usage exceeding the limits in the Services selected by CLIENT, and resultant charges. In the event the bandwidth, number

of websites or disk space usage of CLIENT's website presents a risk to the stability, performance or uptime of ITX servers, data storage, networking or other infrastructure, CLIENT may be required to upgrade their hosting services, or ITX may take action to restrict the resources CLIENT's website is utilizing.

H3 Modifications

H3.1 Modifications to Services. ITX reserves the right to change or modify the Services or any Service options (except for pricing) at any time, in its sole discretion. ITX will send a notice to CLIENT of any such changes. Such changes to Services will be effective on the later of: sixty (60) days, or CLIENT's next monthly billing cycle. If CLIENT does not agree to such changes CLIENT's sole remedy is to terminate the Services pursuant to Section H8 of these Hosting Terms and Conditions (notwithstanding any notice period).

H3.2 Modifications to Terms and Conditions, Policies or Guidelines. Changes to these Hosting Terms and Conditions, ITX General Terms and Conditions, any policy or guidelines governing the Services, including the ITX Acceptable Use Policy, may be made by ITX at any time, in its sole discretion, and shall be effective upon posting to the ITX website. CLIENT's continued use of the Services following ITX posting such changes on the ITX website will constitute CLIENT's acceptance of such changes. If CLIENT does not agree to such changes CLIENT's sole remedy is to terminate the Services pursuant to Section H8 of these Hosting Terms and Conditions (notwithstanding any notice period).

H4 Provisions Specific to SSL Certificates

If CLIENT requires a SSL certificate on a website hosted by ITX, ITX will generate and securely store a corresponding private key. For security reasons, at no time will ITX release CLIENT's private key, even per CLIENT's request. If CLIENT wishes to request a SSL certificate for use on a non-ITX server, CLIENT must request a re-key of the SSL certificate. ITX will issue a new certificate for use on CLIENT's non-ITX server.

ITX will automatically validate, issue and install the new certificate for subscribing customers using our hosting products. Clients using 3rd party hosting products will be required to reinstall the new certificate after ITX automatically validates and issues a new certificate. ITX will alert customers when to take action.

H5. Client Content

H5.1 Client Content. CLIENT hereby grants ITX a limited, non-exclusive, royalty-free, non-sublicensable license to reproduce, transmit, cache, store, exhibit, publish, display, distribute, perform, edit, adapt, modify, create derivative works from, and otherwise use the Client Content as necessary to provide the Services for CLIENT. "Client Content" means all materials, code, data, text (whether or not perceptible by users), multimedia information (including, but not limited to sound, data, audio, video, graphics, photographs, or artwork), Client Domain(s), e-mail, chat room content, bulletin board postings, or any other items or materials of CLIENT or any third party that are provided or permitted by CLIENT to reside on or be transmitted through ITX Systems.

H5.2 Client's Sole Responsibility. CLIENT shall be solely responsible for providing, updating, uploading and maintaining CLIENT's website or server and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through CLIENT's website or server including, but not limited to, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text, or any content or materials of a third party that CLIENT permits or enables to be posted onto or through ITX Systems. CLIENT acknowledges and agrees that in the course

of providing them with technical assistance, it may be necessary for ITX support staff to modify, alter or remove the content of CLIENT's hosted product. CLIENT's website or server content shall also include any registered domain names provided by CLIENT or registered on CLIENT's behalf in connection with the Authorized Work. ITX will not be responsible for reviewing the Client Content prior to its posting by CLIENT.

H5.3 Compatibility. CLIENT is responsible for ensuring that the Client Content will be and remains fully compatible with ITX Systems (including all software and operating systems). CLIENT acknowledges that it is responsible for having the necessary knowledge and expertise to maintain the Client Content. ITX reserves the right to block any Client Content that is not compatible with ITX Systems. Upon request from CLIENT, and at CLIENT's sole expense, ITX may assist CLIENT in resolving any compatibility problems on a time and materials basis.

H6 Acceptable Use

H6.1 Client Obligations. CLIENT shall at all times adhere to all applicable laws, rules, and regulations and to ITX's then-current Acceptable Use Policy and Copyright Infringement Policy. A current version of these policies can be found on the ITX Website. CLIENT agrees not to interfere with or disrupt other network users' network services or network equipment intentionally or not. Disruptions include, but are not limited to, distribution of unsolicited advertising or chain letters, propagation of computer worms or viruses, and using the network to make unauthorized entry into any other machine accessible via the network.

H6.2 Abusive Activities and Other Threats. CLIENT acknowledges and agrees that CLIENT may not use ITX servers and CLIENT's website 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 that threaten the stability of our network or will damage the systems of, or cause a disruption of internet services to, ITX, its customers, or third parties. Server hacking or other perpetration of security breaches is prohibited, and ITX reserves the right to remove sites containing information about hacking or links to such information. Use of your website as an anonymous gateway is prohibited. ITX prohibits the use of software or scripts run on its servers that cause the server to load beyond a reasonable level, as determined in ITX's sole discretion. CLIENT agrees that ITX reserves the right to remove your website temporarily or permanently from our servers if CLIENT is in violation of these Terms and Conditions and/or there are activities that threaten the stability of ITX's network. CLIENT acknowledges and agrees that all websites associated with your hosting account may be removed if one website is in violation of the Agreement. CLIENT further acknowledges and agrees that ITX reserves the right to scan your hosted account for malicious content (e.g., malware), and that, in the event any such content is discovered, it may be removed, in ITX's sole discretion, for security purposes.

H6.3 Excluded Services. ITX will not provide services and will terminate existing services immediately without compensation if the equipment used by CLIENT is used for any of the following: adult sites, copyrights violation, pirated software (also known as "warez"), pirated music, pirated video, or other copyrightable material not belonging to CLIENT, and web sites whose primary business is web advertisement.

H6.4 Rights of ITX. ITX may inspect the Client Content or investigate any alleged violation of the Agreement, any ITX policy or any third-party complaints. ITX will not access or review the contents of any e-mail or other stored electronic communications except as required by applicable law or legal process. In the event that ITX determines in its sole and reasonable discretion that any Client Content or conduct or actions of CLIENT (including its employees and users) are objectionable, unlawful, potentially infringing or otherwise violate the Agreement, the Acceptable Use Policy, or other applicable policy, ITX may take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, CLIENTs and/or third parties. Such corrective action

includes but is not limited to: (a) issuing a warning; (b) immediately suspending or terminating the services; (c) restricting or prohibiting access to any Client Content that is objectionable or otherwise violates the Agreement or applicable policy; and/or (d) disabling or removing hypertext links, Client Content or the content of any third party from ITX Systems. In the event ITX takes corrective action, ITX shall not refund any fees paid in advance of such corrective action. Without limiting the foregoing, it is the policy of ITX to terminate its services for repeated violations of the Acceptable Use Policy.

H6.5 Disclosure Rights. To comply with applicable laws and lawful governmental requests, to protect ITX Systems and the customers of ITX, or to ensure the integrity and operation of the business and systems of ITX, ITX may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e., name, e-mail address, etc.), IP addressing and traffic information, usage history, and Client Content residing on ITX Systems. Notwithstanding the foregoing, ITX will not access or distribute any data contained in CLIENT's database(s) to any person or entity unless ITX is legally required to do so by law, regulation, or order of a court of competent jurisdiction.

H7. Fees and Payment Terms

H7.1 General. CLIENT agrees to pay the set up and service fees in accordance with the Services selected by CLIENT under the Work Authorization and in accordance with ITX's General Terms and Conditions and these Hosting Terms and Conditions. All fees shall be billed by ITX in advance of providing the Services on a periodic basis as identified above.

H7.2 Price Changes. CLIENT acknowledges that the Services are being billed on a monthly basis and that ITX reserves the right to change the monthly fees associated with the Services selected by CLIENT after the initial term. In such event, ITX will give CLIENT at least sixty (60) days' notice prior to CLIENT's next billing date. If CLIENT does not agree to pay the new fees, CLIENT may terminate the Agreement by providing written notice to ITX within the sixty-day notice period. If CLIENT does not elect to cancel the Service, CLIENT hereby consents to pay the new fee under the same terms and conditions, as may be amended per Section H3.2 herein, including the method of payment, as the previous fee.

H8. Term of Service; Termination

H8.1 Term. These Hosting Terms and Conditions shall be effective on the Effective Date set forth in a Work Authorization. The Agreement shall remain in full force and effect for a term equal to that indicated in a Work Authorization. Upon expiration of the initial Term, the Agreement shall renew automatically for successive one-month Terms, unless either Party serves the other Party with written notice of such Party's intent not to renew the Agreement at least thirty (30) days prior to the expiration of the then current Term.

H8.2 Termination. The prior paragraph notwithstanding, either party may terminate the Agreement in the event of breach by the other party, upon thirty (30) days' written notice to the other party.. ITX may immediately terminate or suspend the Services and the Agreement upon written notice for CLIENT's or its users' violation of the Acceptable Use Policy or for any other reason. Upon request, ITX shall return all property in its possession belonging to CLIENT, and CLIENT agrees to immediately pay any remaining amounts due for work performed under this Agreement.

H8.3 Effect of Termination. CLIENT agrees that upon expiration or termination of the Agreement, CLIENT must discontinue use of the hosting services and relinquish use of the IP addresses and assigned server names, including

pointing the domain name system ("DNS") away from ITX servers. CLIENT is solely responsible for procuring any new or replacement service upon termination, and for moving CLIENT's website or server content off ITX servers. ITX will not transfer CLIENT's website or server content to another provider, and if CLIENT fails to remove, then ITX may delete such content and be unable to provide a copy to CLIENT. Any termination of the Authorized Service shall not relieve CLIENT of any obligations to pay fees and costs accrued prior to the termination date and any other amounts owed by CLIENT to ITX as provided in the Work Authorization. Upon termination of the Services, the following sections shall survive and remain in effect in accordance with their terms: Sections H1.2, H8.2 and H9 through H12.

H9. Reservation of Rights – ITX is the exclusive owner of and retains all right, title and interest to all copyrights, trademarks, patents, trade secrets, and any other proprietary rights thereto (collectively, "Proprietary Rights"), to all materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by ITX or its suppliers related to providing the Services, and any know-how, methodologies, equipment, or processes used by ITX to provide the Services to CLIENT. CLIENT is the exclusive owner of and retains all right, title and interest (including all Proprietary Rights) to the Client Content ITX does not guarantee retention of Client Content beyond thirty (30) days after termination.

H10. Warranties and Representations

H10.1 Client Representations. CLIENT represents, warrants and covenants to ITX that: (a) the Client Content or its use shall not violate, misappropriate or infringe any Proprietary Rights or any other personal, privacy or moral right arising under the laws of any jurisdiction of any person or entity, nor shall same constitute a libel or defamation of any person or entity; (b) the Client Content will not contain any harmful components, including, but not limited to, viruses, trap doors, hidden sequences, hot keys, or time bombs; (c) CLIENT has all right, power and authority necessary to enter into the Agreement and use the Client Content as described herein; and (d) CLIENT shall comply with all applicable laws, rules and regulations (including, but not limited to, export control, decency, privacy and intellectual property laws).

H10.2 Disclaimer. ITX exercises no control over, and accepts no responsibility for, third-party content of the information passing through the ITX Systems, network hubs and points of presence, or the Internet.

H11. Limitation of Liability

H11.1 General. In addition to the language in Paragraph 19 of the General Terms and Conditions or any signed Master Services Agreement, ITX will indemnify CLIENT but only to the extent of the lesser of (a) the fees paid by CLIENT to ITX for the work described in the Work Authorization form under which the claim arises, or (b) the amount paid within the twelve (12) months prior to the date on which the claim is made. IN NO EVENT SHALL ITX 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. THE FEES FOR THE SERVICES SET BY ITX HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK.

H11.2 Security Risks. CLIENT agrees that neither ITX nor its suppliers shall, under any circumstances, be held responsible or liable for situations where the data stored or communicated through the Services are accessed by third parties through illegal or illicit means, including situations where such data is accessed through the exploitation of security gaps, weaknesses or flaws (whether known or unknown to ITX at the time) which may exist in the

Services.

H12. Client Indemnification of ITX

Notwithstanding the indemnification provisions in Sections 19 and 20 of the General Terms and Conditions or any signed Master Services Agreement, CLIENT will indemnify, hold harmless, and defend ITX and all employees, officers, directors and agents of ITX and any of its affiliates from and against any and all claims, suits, actions, demands or proceedings (whether threatened, asserted, or filed) and all related damages, losses, liabilities, cost and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or relating to: (a) any violation or breach by CLIENT of any term, representation or warranty, or policy of the Agreement; (b) CLIENT's unlawful or improper use of the Services; (c) any damages caused to ITX Systems by the Client Content; (d) any actual or alleged violation of any Proprietary Rights or non-proprietary rights (including, but not limited to, defamation, libel, rights of privacy or publicity) by Client Content.

ITX shall not be liable under any circumstances for any special, consequential, incidental or exemplary damages arising out of or in any way connected with ITX services, including but not limited to damages for copyright infringements, lost profits, loss of use, lost data, loss of privacy, damages to third party, even if ITX has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claims based upon principles of contract, warranty, negligence or other sort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose or otherwise.

ITX reserves the right to terminate the services without compensation, or to remove material from its servers if it believes in good faith that there is a copyright infringement. ITX will make such decisions at its sole discretion.