

**:: Online Hosting Agreement ::**  
// Revision: November 13, 2003 //

THIS ONLINE HOSTING AGREEMENT (the "**Agreement**") governs your purchase and use of all website hosting services, including the shared server hosting services, virtual private server hosting services, dedicated windows hosting services, dedicated Linux hosting services, term hosting services and any add-on services (collectively, the "**Services**"), as described in this Electronic Order Form and ordering process, as accepted by 2Advanced Studios LLC through its subsidiary 2advanced.net ("**2ANet**"). 2ANet will indicate its acceptance by sending an electronic confirmation of your order via e-mail. You must register and accept the terms of this Agreement in order to use the Services. BY CLICKING ON THE "**I ACCEPT**" BUTTON BELOW, 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.

2ANet 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 clients. Any modifications are effective upon posting of the revisions on the 2ANet Web site located at <http://www.2advanced.net/> (the "**Site**"). 2ANet will post a notice of modifications to this Agreement on the Site for 30 days. 2ANet may post modifications to referenced policies and guidelines without notice to you. Your continued use of the Services following 2ANet's posting of any modifications constitutes your acceptance of the modifications. IF YOU DO NOT AGREE TO THIS AGREEMENT'S 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 2ANET OF YOUR TERMINATION OF THIS AGREEMENT IN THE MANNER DESCRIBED IN SECTION 1.2 BELOW. WE MAY ALSO PERIODICALLY POST CHANGES TO OUR POLICY AND ENSURE YOUR CONTINUED AGREEMENT BY AGAIN ASKING YOU TO CLICK ON THE "**I ACCEPT**" BUTTON WHEN NOTICE OF A CHANGE TO THE TERMS IS POSTED.

**1. Term and Payment for Services.**

**1.1. Term.** This Agreement will be for an "**Initial Term**" of either: (a) thirty (30) days if you register for monthly services payments, (b) as otherwise chosen by you in the Electronic Order Form, located on the Site, at the time you register for the Services, or (c) as otherwise chosen by you on the Order Form and Term Services, executed in writing or by facsimile, at the time you register for the Services directly with 2ANet or a 2ANet representative. This Agreement will be automatically renewed (the "**Renewal Term**") at the end of the Initial Term for the same period as the Initial Term, unless you provide 2ANet with notice of termination either: (a) at least seven (7) days before the end of the Initial Term or the Renewal Term, whichever is then applicable, if you registered for and are receiving Services on a monthly basis, or (b) at least thirty (30) days before the end of the Initial Term or Renewal Term, whichever is then applicable, if you registered for and are receiving Services or have pre-paid for Services on either a quarterly, semi-annually, annually or greater basis.

**1.2. Termination Policy.**

**1.2.1. Voluntary Termination By You.** If you terminate the Services before the end of the Initial Term or the Renewal Term, whichever is then applicable: (a) 2ANet will not refund to you for any fees paid in advance of termination, and (b) you will be required to pay the remainder of all charges remaining in the term, unless otherwise expressly provided in this Agreement. You must submit your termination request for the Services in accordance with the following manners: (a) You may send your notice of termination in writing by regular mail to 2Advanced.net, 65 Enterprise, Aliso Viejo, CA 92656, Attention: Hosting Account Cancellations, or (b) Fax your written notice of termination to 2Advanced.net at 949-330-7701, Attention: Hosting Account Cancellations. All account cancellations MUST BE received on company letterhead, accompanied by a photocopy of the signatory's Drivers License or Passport and be signed by an officer, managing partner or owner of the company in order to be deemed valid. For assurance of delivery, 2Advanced recommends sending requests for cancellation via certified mail. Due to the secure nature of our Services, cancellations by phone, e-mail, or without adequate demonstration of right to cancel will be deemed invalid.

**1.2.2. Voluntary Termination By 2ANet.** 2ANet may terminate this Agreement at any time and for any reason by providing to you thirty (30) days prior written notice of termination. If 2ANet terminates this Agreement, 2ANet will refund to you the pro-rata portion of pre-paid fees attributable to Services not yet rendered one day following the date of termination, unless otherwise expressly provided in this Agreement.

**1.2.3. Termination For Violation or Breach.** 2ANet may immediately and without prior notice terminate this Agreement upon a violation by you of 2ANet's **Acceptable Use and Service Policy** or upon a violation by you of 2ANet's **Abuse Policy**; and 2ANet may terminate this Agreement immediately if, after fifteen (15) days prior notice to you, you have failed to correct any breach of this Agreement.

- 1.2.4. **Procedures Upon Termination.** Upon any termination in accordance with Section 1.2.1 or 1.2.2, 2ANet shall permit you forty-eight (48) hours to download or otherwise copy any of your information and data residing on 2ANet's facilities prior to removing such information and data from 2ANet's facilities. Upon termination by 2ANet under Section 1.2.3, 2ANet may immediately remove all of your data and information from 2ANet's facilities and you shall have no right to copy or download such data or information, and, in such event, all such information and data, including all copyrighted or copyrightable material therein, shall then become the property of 2ANet. In cases where your account has been cancelled, and you are requesting reactivation, 2ANet, at its option, may reactivate the same account, only if the account had been cancelled less than sixty (60) days prior. After sixty (60) days, you will be required to set up a new account.
- 1.3. **Liability and Obligations on Termination.** If the Agreement expires or is terminated for any reason, 2ANet is not liable to you because of the expiration or termination 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, 2ANet will not relieve you of any obligations to pay fees and costs accrued before the termination date or any other amounts you owe to 2ANet under this Agreement. In cases where we have provided equipment to you, you must, at your own expense, return all 2ANet equipment within ten (10) days of the date of notification of termination. Otherwise you will be financially responsible for the cost of new replacement equipment. 2ANet shall invoice you for such equipment, and payment will be due within thirty (30) days of invoice date.
- 1.4. **Charges.** You will pay all charges for your use of the Services at the then current 2ANet prices, which will be exclusive of any applicable taxes. Such fees and charges shall include, without limitation, the fees for connectivity, design services, and charges by any and all third parties whose materials are included as part of the Services. 2ANet reserves the right to change the amount of, or basis for determining, any fees or charges and institute new fees and charges upon prior notice to you. You are responsible for paying all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the Services, other than taxes based on 2ANet's net income.
- 1.5. **Payment.** You will pay all charges for Services in advance according to the then current price for the Services, or any fixed price as agreed to in the applicable Electronic Order Form or Term Hosting Service Agreement. When registering for Services electronically, you must choose to pay for the Services by credit card. Your election to pay by credit card hereby duly authorizes 2ANet to charge your credit or debit card to pay for any charges that may apply to your account. 2ANet may elect, at its option, accumulate any supplemental charges, as described in the Electronic Order Form, that you incur in your use of the Services ("**Supplemental Charges**") until the charges exceed \$20 and then charge your card. You must notify 2ANet of any changes to your credit card account (including, applicable account number changes or cancellation or expiration of the account), your billing address, or any information that may prohibit 2ANet from charging your account.
- If you prefer to be invoiced for Services or pay by company check, 2ANet will send an invoice to you for the Services for the period for which you have registered for the Services. 2ANet may also require an agreement to be completed, signed and returned to 2ANet. 2ANet may also send periodic invoices to you for any applicable Supplemental Charges associated with your use of the Services. You will pay to 2ANet the amount indicated in each invoice by the due date reflected on the invoice. Each Service shall be billed with an initial invoice for the first and second month of service including any applicable installation charges. Payment on the initial invoice is due within ten (10) days from the invoice date. After the initial invoice, all services shall be billed thirty (30) days in advance and are due within thirty (30) days from invoice date. If you fail to pay any fees and taxes within thirty (30) days from the applicable due date for credit card or invoice payments, 2ANet will assess late charges equal to the lesser of 1.5% per month or the maximum allowable under applicable law.
- Your failure to fully pay any fees and taxes within ten (10) days after the applicable due date is a material breach of this Agreement, justifying 2ANet in suspending its performance and terminating this Agreement. If 2ANet terminates for your material breach, you must still pay past due fees plus interest. You are responsible for any costs 2ANet incurs in enforcing collection, including reasonable attorneys' fees, court costs and collection agency fees. If you reinstate Services, you must pay any fees associated with reinstating Services.
- 1.6. **30-Day Money Back Guarantee.** During the Initial Term, if you are not fully satisfied with the Services (not applicable to Term Hosting), you may elect to terminate this Agreement at any time during the first thirty (30) days from your initial order date and receive a full refund of all payments you made to 2ANet for the Services, except for set-up fees and domain registration fees, which are non-refundable. To receive your refund, you must terminate this Agreement in the manner described in Section 1.2.1 and immediately cease using the

Services, and 2ANet must receive your termination notice within the 30-day period. In addition to the requirements specified in Section 1.2.1 for cancellation, your notice must further describe why you are not satisfied with the Services. Add-on Backup Services, Firewall Services, Load Balancing Services, and Term Hosting Services are not covered under the provisions of this Section 1.6, and are not subject to a 30-Day Money Back Guarantee.

## 2. Use of Services.

2.1. **Applicable Policies and Guidelines.** From time to time 2ANet may impose reasonable rules and regulations regarding the use of the 2ANet Services. Such rules, covenants and restrictions are called acceptable use and service policies and are posted on the Site at <http://www.2advanced.net/company/acceptableuse.php> and abuse policies posted on the Site at <http://www.2advanced.net/company/abuse.php>. All such acceptable use and service policies and abuse policies are incorporated by reference into this Agreement as if fully set forth herein. The 2ANet Acceptable Use and Service Policy (the "AUP") governs the general policies and procedures for use of the Services. The 2ANet Abuse Policy governs how 2ANet responds to specific instances of abuse and defines such instances of abuse. 2ANet's Privacy Policy governs how 2ANet collects, stores, processes and uses information associated with your use of the Services. The Privacy Policy is posted on the Site at <http://www.2advanced.net/company/privacy.php> and may be updated from time-to-time. YOU SHOULD CAREFULLY READ THE AUP AND ABUSE POLICY. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THE AUP AND ABUSE POLICY AND ANY MODIFICATIONS TO THE TERMS. 2ANET MAY TERMINATE YOUR ACCOUNT FOR ANY VIOLATION OF THE AUP, THE ABUSE POLICY OR THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS OF SECTION 1.2.3 HEREIN.

2.2. **Material and Product Requirements.** You must ensure that all material and data placed on 2ANet's equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation by 2ANet. 2ANet will make no effort to validate any of this information for content, correctness or usability. If your material is not "server-ready", 2ANet may reject this material. 2ANet will notify you of its refusal of the material and afford you the opportunity to modify the material to satisfy 2ANet'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.

2Advanced Studios, LLC also provides website design and development services via the Internet and other platforms through 2Advanced Studios' Internet website (<http://www.2advanced.com/>). Clients interested in utilizing these custom services should contact 2Advanced Studios directly at that website.

2.3. **Bandwidth, Storage, and E-Mail Usage.** For Services, you will not exceed the bandwidth, data storage, database and E-mail usage limits specified on the Electronic Order Form at the time you registered for the Services. If you use any bandwidth, database or data storage space in excess of the agreed upon number of megabytes per month or if you exceed E-Mail storage and attachment size limitations, 2ANet may, at its sole discretion, assess you with additional charges, suspend the Service, or terminate this Agreement. If 2ANet elects to take any corrective action, 2ANet will not refund any unused pre-paid 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 2ANet with a registered domain name or names, or 2ANet will register domain name(s) you select if the domain name is available for registration and does not violate any contracted registrar's policies, or any law or regulation. You will promptly pay 2ANet for any fees associated with Domain Name registration as specified on the Order Form(s). Your request for and/or acceptance of a domain name obtained by 2ANet shall in all cases constitute your waiver of any and all claims which you may have, or which may later arise, against 2ANet or its third party providers, for any and all damages, losses, claims or expenses arising out or related to the acquisition, registration and/or use of the domain name. Any cost incurred by 2ANet to obtain and/or maintain the domain name on your behalf shall be charged to you. Request for and acceptance of a domain name requires 2ANet to supply the domain name to a contracted registrar, which in turn supplies the domain name to third parties.

If any dispute or cause of action arises out of or is related to your domain name used in connection with the Services, then upon your request, 2ANet will attempt to register with a contracted registrar an alternative domain name you chose. Upon registering your domain name, you are bound by the terms of contract registrar's then current domain name policy and the policies of the national DNS registration authorities.

2ANet will not refund any fees you paid with respect to the registration of a domain name you are unable to use.

In the event that you elect to have 2ANet act as your managing agent for DNS, you agree to designate our administrator's as the Technical Contact on the Domain Registration Record for the duration of time that 2ANet is responsible for ongoing DNS management. If you elect to perform DNS management through another responsible party or on your own, you are not required to specify 2ANet as the Technical Contact on the Domain Registration Record.

2ANet's DNS Registration Information is currently as follows:

2advanced.net Record Handle:	<b><u>SOZNTXMQOO</u></b>
2advanced.net DNS E-Mail:	dnsadmin@2advanced.net
Primary Nameserver:	ns1.2advanced.net
Primary Nameserver IP Address:	216.174.103.31
Secondary Nameserver:	ns2.2advanced.net
Secondary Nameserver IP Address:	216.174.103.32

- 2.5. **Security.** Unless otherwise specified, you are solely responsible for any security breaches affecting servers or accounts under your control. If your server or website is responsible for or involved in an attack on or unauthorized access into another server or system, 2ANet will shut it down immediately. You will incur any charges resulting from the cost to correct security breaches affecting 2ANet or any of its other clients.
- 2.6. **Commercial Advertisements via E-Mail.** You will not use 2ANet Services, your account or server to send or facilitate in any way the transmission of unsolicited commercial email. 2ANet will enforce substantial penalties, including charging you for related network costs and terminating your account, for any violations of this Section 2.6.

### 3. **Intellectual Property Rights.**

- 3.1. **2ANet License Grant to You.** During the term of this Agreement, 2ANet grants to you a non-exclusive, personal, non-transferable license to access and use the Services solely on and as part of 2ANet's World Wide Web site and servers. 2ANet may modify the Services at any time for any reason and may provide modified versions of the Services to you.
- 3.2. **Your License Grant to 2ANet.** You grant to 2ANet 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 2ANet 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 third party's intellectual property rights.
- 3.3. **Your Warranties and Representations to 2ANet.** You warrant, represent, and covenant to 2ANet 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.
- 3.4. **2ANet Materials and Intellectual Property.** All materials, including any computer software (in object code and source code form), data or information that 2ANet or its suppliers or agents develop or provide under this Agreement, and any know-how, methodologies, equipment, or processes 2ANet 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 2ANet's or its suppliers' sole and exclusive property. You further agree not to translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, sublicense, distribute, remarket or otherwise dispose of any portion of the 2ANet Services. You hereby

acknowledge that, if 2ANet at any time or from time to time performs any customizations or modifications to the Services, all rights and interests to such customizations or modifications shall be the sole property of 2ANet. 2ANet will also maintain and control ownership of all Internet protocol ("IP") numbers and addresses that 2ANet may assign to you. 2ANet may, in its sole discretion, change or remove any and all IP numbers and addresses.

#### 4. **Enforcement.**

4.1. **Investigation of Violations.** 2ANet 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, clients or third parties. 2ANet 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.** 2ANet may 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 2ANet becomes aware that you have possibly violated this Agreement, any related policies or guidelines, third party rights or laws, 2ANet may immediately take corrective action, including: (a) issuing warnings, (b) suspending or terminating the Service, (c) restricting or prohibiting any and all uses of content hosted on 2ANet'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 other content not supplied by 2ANet that, in 2ANet's sole discretion, may violate or infringe any law or third-party rights or that otherwise exposes or potentially exposes 2ANet to civil or criminal liability or public ridicule. It is 2ANet's policy to terminate repeat infringers. These rights of action, however, do not obligate 2ANet to monitor or exert editorial control over the information made available for distribution via the Services. If 2ANet takes corrective action because of a possible violation, 2ANet will not refund to you any fees you paid in advance of the corrective action.

4.3. **Disclosure Rights.** To comply with applicable laws and lawful governmental requests, to protect 2ANet's systems and clients, or to ensure the integrity and operation of 2ANet's business and systems, 2ANet may access and disclose any information it considers necessary or appropriate, including, user profile information (i.e., name, e-mail address, etc.), IP addresses and traffic information, usage history, and content residing on 2ANet's servers and systems. 2ANet 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 any inconsistency exists between any terms of 2ANet's Privacy Policy and 2ANet's right to disclose under this section, 2ANet's right to disclose under this section will control.

5. **Disclaimed Warranties.** 2ANet exercises no control over, and accepts no responsibility for, the content of the information passing through 2ANet's host computers, network switches, 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 COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, 2ANET 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 2ANET 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 2ANET NOR ITS SUPPLIERS WILL HAVE LIABILITY WITH RESPECT TO 2ANET'S OBLIGATIONS UNDER THIS AGREEMENT, OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF 2ANET HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. THE LIABILITY OF 2ANET AND ITS SUPPLIERS TO YOU FOR ANY REASON AND UPON ANY CAUSE OF ACTION IS LIMITED TO THE AMOUNT YOU ACTUALLY PAID TO 2ANET 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 2ANET UNDER THIS AGREEMENT HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK.

ACCORDINGLY, YOU RELEASE 2ANET AND ITS SUPPLIERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATION STATED IN THIS SECTION 6.1.

Except for certain products and services specifically identified as being offered by 2ANet, 2ANet does not control any materials, information, products, or services on the Internet. The Internet contains unedited materials, some of which are sexually explicit or may be offensive to you. 2ANet has no control over and accepts no responsibility for such materials. You assume full responsibility and risk for use of the services and the Internet and are solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products, and other information, and the quality and merchantability of all merchandise provided through the service or the Internet.

**6.2. Interruption of Service or Loss of Data.** While 2ANet makes reasonable efforts to maintain the 2ANet service, many factors are not within 2ANet's control. Therefore, 2ANet does not warrant, and is not responsible for (even if caused by the negligence of 2ANet) any loss of data, delays, non-delivery or mis-delivery of information, lack of access, slows response time, or service interruptions or errors. Loss, delay or non-delivery of data can be due to but not limited to 2ANet's own negligence, viruses or other third parties. Your data is defined as any data held by 2ANet and includes account information, web hosting data, email and domain name services. This disclaimer and waiver shall apply equally to any and all third party providers. 2ANet provides no warranty to client regarding the accuracy of usage statistics, which 2ANet may provide in its discretion. Further, no advice or information given by a 2ANet representative shall create a warranty or serve as an amendment to this agreement.

**6.3. Service Level Agreement.** 2ANet, as a practice, strives to provide you with the greatest possible uptime and performance for the Services. Due to the nature of the Internet and networking technology and equipment, it is not always possible for 2ANet to guarantee the availability of your website or servers. In an effort to ensure, however, that you receive the value and promises that you have paid for, 2ANet has created a service level agreement for all classes of service (Shared, Virtual Private and Dedicated Hosting) which you hereby agree to incorporate as if fully set forth herein. The 2advanced.net may be updated from time-to-time, is incorporated by reference to this Agreement and can be viewed at: <http://2anet.2advanced.com/company/sla.php>. YOU SHOULD CAREFULLY READ THE SERVICE LEVEL AGREEMENT. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THE SERVICE LEVEL AGREEMENT.

**7. Indemnification.** You release and hold harmless, and agree to indemnify, 2ANet and its affiliates, parent and suppliers (and their respective employees, directors and representatives) against any and all claims, demands, actions, proceedings, suits, liabilities, damages, settlements, judgments, penalties, fines, costs or expenses (including, reasonable attorneys' fees and other litigation expenses) incurred by 2ANet or its suppliers, arising out of or relating to: (a) your or your agent's or customer's violation or breach of any term, condition, representation or warranty of this Agreement, or any applicable policy or guideline; (b) your improper act or omission 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 2Net with respect to the subject matter of the Agreement, it supersedes any proposal or prior agreement, oral or written, and any other communication relating 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; No Third-Party Beneficiaries.** 2ANet is not the agent, fiduciary, trustee or other representative of you. Except for the rights of 2ANet's suppliers under sections 2.4, 6 and 7, nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give to 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. Choice of Law and Forum, Litigation Costs.** THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF CALIFORNIA, WITHOUT REFERENCE TO RULES GOVERNING

CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED IN ORANGE COUNTY, CALIFORNIA, AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF THESE COURTS. In the event any litigation or other proceeding is brought by either party in connection with this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to recover from the other party all costs, attorneys' fees and other expenses incurred by such prevailing party in such litigation.

- 8.5. **Compliance with Laws.** You will comply with all applicable laws and regulations and will indemnify and save 2ANet harmless from your failure to so comply. 2ANet 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.
- 8.6. **Non-Assignment and Subcontracting.** You may not assign this Agreement or any right or obligation under this Agreement, by operation of law or otherwise, without 2ANet's prior written consent, and any attempted assignment or delegation without consent will be void. 2ANet 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, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. 2ANet may subcontract any work, obligations or other performance required of 2ANet under this Agreement without your consent.
- 8.7. **No Waiver.** 2ANet's failure to enforce the strict performance of any provision of this Agreement does not constitute a waiver of 2ANet's right to subsequently enforce the provision or any other provisions of this Agreement.
- 8.8. **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.
- 8.9. **Headings.** The section headings used in this Agreement are for reference and convenience only and will not enter into the interpretation of the Agreement.
- 8.10. **Assignment.** This Agreement shall be binding to both parties and their respective successors and assigns. 2ANet reserves the right to assign any rights or obligations under this Agreement without any prior written notice to you. You shall not transfer or assign any rights or obligations under this Agreement without the prior written consent of 2ANet, which consent shall not be unreasonably withheld.
- 8.11. **Survival.** All provisions of this Agreement relating to your warranties, intellectual property rights, limitation and exclusion of liability, confidentiality, your indemnification obligations and payment obligations and the miscellaneous provisions will survive the termination or expiration of the Agreement.
- 8.12. **Copyright.** You acknowledge the validity and 2Advanced Studios, LLC's exclusive ownership of all right, title, and interest in and to all 2Advanced Studios, 2advanced.com and 2advanced.net logos and link logo marks (the "Marks") and, during or after the term of this Agreement, will not contest, or help others to contest, the ownership or the validity of any registrations or rights of 2Advanced Studios, 2advanced.com and 2advanced.net now owned or obtained relating to the Marks. You will not use any names, marks, terms, graphics, or other materials on its Web page or Site that are likely to cause confusion with or dilute the distinctiveness of the Marks or to damage the reputation or commercial image of 2Advanced Studios, 2Advanced.com and 2Advanced.net or any of their products, without the express written permission of 2Advanced Studios, LLC.
- 8.13. **Confidentiality.** You acknowledge that by reason of your relationship with 2ANet, you may have access to certain information and materials relating to 2ANet's business, clients, methodology, software technology and marketing which 2ANet treats as confidential (collectively "**Confidential Information**"). You shall: (a) hold in confidence, and not disclose or reveal to any person or entity, any Confidential Information without the clear and express prior written consent of a duly authorized representative of 2ANet; and (b) not use or disclose any of the Confidential Information for any purpose at any time, other than for the limited purpose of performance under this Agreement. These obligations shall continue indefinitely for so long as the Confidential Information is a trade secret under applicable law and shall continue for two (2) years following termination of this Agreement with respect to Confidential Information, which does not rise to the level of a trade secret.

- 8.14. **Export Control.** You agree not to export or re-export any portion of the 2ANet Service outside of the United States. You further agree to comply with all United States and other applicable laws, rules and regulations relating to the export, re-export or transshipment of the 2ANet Services.
- 8.15. **Force Majeure.** Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquake, labor disputes and strikes, riots, terrorist acts, war, and governmental requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.
- 8.16. **California Consumer Protection.** Under California Civil Code Section 1789.3, California subscribers are entitled to the following specific consumer rights information: the complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814 or by telephone at 1-916-445-1254.
- 8.17. **California Privacy Protection.** Pursuant to California Civil Code 1798.82, effective July 1, 2003, anyone hosting web sites, or storing user information for their web site is required to disclose any breach of the security of the system following discovery or notification of the breach in the security to any resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. You agree to cooperate with 2ANet in making the disclosure to users of your site that may have been affected in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system. You agree to notify the owner or licensee of the information of any breach of the security of the data stored for your web site immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made after the law enforcement agency determines that it will not compromise the investigation.
- 8.18. **Dispute Resolution.** The parties shall first attempt in good faith to resolve any dispute through open negotiation. Any dispute which remains unresolved for thirty (30) days shall be settled by binding arbitration in Orange County, California, in accordance with the then current rules of the American Arbitration Association, before one (1) independent and impartial arbitrator, mutually designated by both parties and selected by the American Arbitration Association if the parties cannot agree on an arbitrator. The prevailing party shall be entitled to recover reasonable attorney fees and costs.