

This agreement is between Advantex LLC, Technical Consulting Services ("Advantex") and **any client with current hosting account per the Advantex accounting department ("Client")**.

Please refer to this document on a regular basis; this document is subject to change without notice.

PAYMENT.

Clients will be billed "in advance", on a Quarterly or Annual basis, one month prior to the commencement of the quarter or year that the services are to be provided. Clients with nextStep server accounts are billed on a monthly basis, 10 to 15 days prior to the first of each month in which service will be rendered.

Bills for partial periods are prorated. For clients that exceed their monthly transfer rate, Advantex reserves the right to bill the Client an additional amount for the actual amount of data transferred. Advantex reserves the right to change pricing within thirty (30) days notice.

RECOVERY.

Clients with invoices more than (30) days overdue are subject to service interruption. A minimum \$25 reactivation fee, in addition to payment of all overdue invoices, will be required before accounts are reactivated. Account deactivation is automatic, and Advantex will not be responsible for any damages due to interruption of services due to non-payment.

REFUNDS.

Refunds requested within fourteen (14) calendar days of receipt of payment will be honored in full, with the exception of setup fees which are non-refundable. No refunds are offered after the 14 calendar day period. No refunds are offered for deactivated and non-reinstated accounts. Significant service interruptions found to be within Advantex control may be refunded on a per-client basis, at our discretion. Refunds are available for annual accounts only, in full quarter increments.

THIRD-PARTY DEVELOPERS.

With regards to ColdFusion, ASP and/or database hosting services developed by third parties: Our production servers will not be used for testing or development purposes under any circumstances. ALL code must be developed and tested on separate development servers only, and when ready for deployment, must go through our review process to prevent non-Advantex scripts or database-tier code from causing problems for other paying subscribers.

In general, for any sites that require dynamic scripting/database-based sites such as ColdFusion/SQL Server, we only host the sites that we build. Should you as an existing DEVELOPMENT customer wish to change developers, (or if you wish to subscribe to our hosting service with this review process in place), you may do so and still allow your account to reside with us, but all code submitted by third-party developers must go through our review process before it is deployed. Code review and testing for deployment is billed hourly, and is based on total amount of code to be reviewed. There will be no exceptions to this policy.

TAXES.

All fees are in United States dollars and exclude any applicable taxes. Client shall pay, indemnify and hold Advantex harmless from all sales, use, value-added, or other income, including penalties and interest, and all government permit or license fees assessed upon or with respect to any fees due under this Agreement (except to the extent Client provides Advantex with a valid tax exemption certificate).

RESOURCES PROVIDED.

Advantex will provide the hardware and system administration necessary to provide web hosting, email, and media stream access to the Internet community. Client may transfer an existing domain name to Advantex's service or Client may register a new domain name through Advantex for a small service fee.

COLOCATION.

For clients who wish to place their own hardware in one of our datacenter facilities only: For purposes of this Agreement, "Space" means the facilities where Client's hardware and software are stored and operated, whether owned or rented by Advantex. For colocation Clients, Advantex grants Client a non-exclusive license to occupy the Space. Such Client acknowledges that it has been granted only a license to occupy the Space and that it has not been granted any real property interests in the Space. No direct access to the Space is implied or offered.

SERVICES.

For the purposes of this Agreement, "Current Invoice" means the most recent, open, hosting invoice issued to an Advantex Client. Advantex will provide Client with the Services appearing on the Client's Current Invoice. Services shall not include support for problems arising out of (i) attempted or real modification, alteration, or addition of hardware/software/code/site configuration undertaken by persons other than Advantex's authorized representatives, or (ii) hardware supplied by Client, although such support may be available at an additional cost.

ASSUMPTION OF RISK.

Client hereby assumes any and all risks associated with Client's, its agents' (including contractors and sub-contractors) or employees' use of the Space or hosting account, and shall indemnify, defend, and hold harmless Advantex from any and all claims, liabilities, judgments, causes of action, damages, costs, and expenses (including reasonable attorneys' and experts' fees), caused by or arising in connection with such use.

PROMOTIONS.

Clients that receive free month(s) of Services via promotion offer or other reason will receive the free month(s) as a credit to their account. In order to receive such credit, any setup fees associated with the account must be paid, and the account must be current. Advantex may discontinue any special offers prospectively at any time at its sole discretion.

LIMITATION OF LIABILITY.

Advantex provides services to Client ON AN "AS IS" BASIS. Advantex expressly disclaims any and all warranties, including the warranties of merchantability and fitness for a particular purpose. Advantex SHALL NOT BE LIABLE FOR ANY LOSS OF BUSINESS, LOST PROFITS, LOST DATA, LOST SAVINGS, FAILURE OF SECURITY OR ANY OR ALL INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CHARACTERIZED, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. Under no

circumstances, include negligence, will (a) Advantex or (b) with regard to third-party software, the applicable licensor, be liable for any indirect, incidental, special or consequential damages that result from the use of or inability to use the services, or, if applicable, the third-party software, including but not limited to loss of revenue or lost profits, or damages that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, failure of performance, theft, destruction or unauthorized access to Advantex's records, programs or services, even if such party has been advised of the possibility of such damages. In the event of any breach by Advantex of this agreement, Advantex's liability to Client will not exceed the amount paid to Advantex during the previous calendar quarter. In the event of any breach by the third-party licensor of this agreement, such licensor's liability to the Client will not exceed the amount paid for such third-party software.

CLIENT'S REPRESENTATIONS.

Client hereby represents and warrants that they hold the requisite copyright, trademark and/or other intellectual property rights to post client's media properties and other content to Advantex's owned or rented network. Further, Client represents and warrants that the rights delegated to Advantex under this agreement, including the public display, public performance, distribution, and reproduction of Client's media properties and other content on the Advantex network, will not violate or infringe upon the copyright, literary, privacy, publicity, trademark, service mark or any other personal or property right of any person or entity and that Client's media properties and other content will not constitute libel or defamation of any third party. Client represents and warrants that it has met any and all obligations to artists, guilds, authors, composers, and/or any other participants in the production of the media or content properties. Client indemnifies and holds Advantex harmless from any breach of these representations and warranties by Client.

Client assumes full responsibility for all intellectual properties posted to Advantex's owned or rented servers on Client's behalf, including any trademark, copyright, patent or other intellectual property submitted to Advantex for either encoding services and/or straight posting to our servers. Advantex reserves the right to remove without notice any material which, in its sole opinion, may result in a violation of intellectual property rights of others or any other applicable federal, state, local, common, or international laws or regulations.

LICENSE GRANT.

By using Advantex's services, Client grants Advantex a worldwide, non-exclusive right and license to promote, perform and display Client's media and content properties as necessary for Advantex to provide the underlying services.