

WEB SERVICES AGREEMENT

This Agreement sets forth the terms and conditions of your engagement of PLH Worldgroup Communications, Inc. (“PLH”) for web hosting and related services. To receive services from PLH, you must read and agree to be bound by all the terms and conditions of this Agreement and any policies that are or may be published by PLH.

This Agreement is by and between PLH Worldgroup Communications, Inc. (“PLH”) and the individual or entity engaging PLH for the services described hereunder (the “Customer”).

1. Services. PLH agrees to perform and provide to Customer, services consisting of non-exclusive electronic access to a digital information processing transmission storage system (“Server”) to store Customer’s web site (“Site”) and make the Site available to users of the Internet (“Hosting Services”) and to provide Customer with additional related services as agreed upon by the parties. The Hosting Services and any additional services are collectively referred to herein as the “Services”.

2. Term and Payment for Services.

a. Term. This Agreement shall be for a one year (“Term”) from the date of execution of this Agreement. Except as provided elsewhere herein, this Agreement shall automatically renew for successive Terms, unless thirty (30) days advance notice of the desire to terminate this Agreement is given by either party. Upon proper notice as set forth herein, PLH will refund a pro-rata portion of any fees paid in advance for the period after termination is effective.

b. Charges and Payment. Customer agrees to pay all charges for use of the Services at the then-current PLH rates. Invoices are due within thirty (30) days of receipt. Customer is responsible for paying any federal, state and local sales, use or value-added taxes other than taxes based on PLH’s net income. Failure by the Customer to pay for the Services within ten (10) days of the date when same are due, may, at PLH’s discretion, result in immediate termination of Services, including removal of Customer’s site from the Internet. Customer specifically acknowledges and agrees that PLH shall not be liable for any damages caused by such removal. Notwithstanding anything herein to the contrary, as a good faith customer service effort, in the event of a continuous interruption in Services (other than an interruption caused by an act of God or third-party) in excess of twenty-four (24) consecutive hours, PLH may, in its discretion, credit Customer’s next subsequent invoice on a pro-rated basis for those periods of continuous interruption over and above twenty-four (24) hours.

3. Action. If PLH becomes aware that Customer may have violated this Agreement or related policies or guidelines, third party rights or laws, PLH may immediately take corrective action, including: (a) send notice of warning to remove or discontinue activity that may violate this Agreement or related policies or guidelines, third party rights or laws; (b) suspend or

terminate this Agreement and/or specific Services, including immediate removal of the Site from the Internet; (c) restrict or prohibit any and all uses of specific Content while using PLH Services; and (d) disable or remove any hypertext links to third-party websites. The action outlined herein is at PLH's sole discretion. The right to take such action does not obligate PLH to monitor or exert control over the information and Content made available through the Services. If action is taken hereunder, PLH will not refund any fees paid in advance of the corrective action.

4. Content. Customer shall be solely responsible for providing, updating, uploading and maintaining the Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Site, including without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, metatags, domain names, software and text ("Content"), unless Customer specifically engages PLH to handle updating of the Site based on Content provided by Customer. PLH shall use its best efforts to update the Site within two (2) business days of receipt of the Content from Customer. PLH shall not be responsible for the materials provided by Customer, and shall have no obligation to independently determine the source of the materials or their legality.

5. Limitation of Liability. IN NO EVENT SHALL PLH BE LIABLE FOR UNAUTHORIZED ACCESS, ALTERATION, THEFT OR DESTRUCTION TO CUSTOMER'S CONTENT, TRANSMISSION FACILITIES OR EQUIPMENT. PLH IS NOT LIABLE FOR DAMAGES CUSTOMER MAY SUFFER ARISING OUT OF ACTS OF GOD, OR USE OR INABILITY TO USE PLH'S SERVICES UNLESS SUCH DAMAGES ARE CAUSED BY AN INTENTIONAL OR WILLFUL ACT OF PLH. PLH SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO THOSE DAMAGES RESULTING FROM LOST DATA, LOST CONTENT OR BUSINESS INTERRUPTION, EVEN IF PLH HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. PLH'S LIABILITY FOR DAMAGES TO CUSTOMER FOR ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO PLH FOR THE SERVICES DURING THE PRECEDING THREE MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM ACCRUED.

PLH IS NOT LIABLE FOR ANY TEMPORARY DELAY, OUTAGES OR INTERRUPTIONS OF THE SERVICES. PLH IS NOT LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT WHERE THE DELAY OR FAILURE RESULTS FROM ANY ACT OF GOD OR OTHER CAUSE BEYOND ITS REASONABLE CONTROL, INCLUDING ANY MECHANICAL, ELECTRONIC, COMMUNICATIONS OR THIRD-PARTY SUPPLIER FAILURE.

6. No Warranty. PLH makes no warranty of any kind with respect to the Services provided under this Agreement. PLH DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PLH ALSO DISCLAIMS ALL RESPONSIBILITY AND WARRANTIES FOR NON-INFRINGEMENT WITH RESPECT TO THE DOMAIN NAMES

OBTAINED FOR CUSTOMERS, CONTENT, SERVICES OR INFORMATION OBTAINED THROUGH SERVICES. Customer's sole remedy against PLH shall be as set forth in paragraph 5 herein.

7. Indemnification. Customer agrees to indemnify and hold PLH harmless against any claim or demand by any third party due to or arising out of the use of Customer of the Services and/or the posting of any Content. Customer agrees to indemnify, defend and hold harmless PLH, its officers, directors, managers, employees, agents, and licensees, from and against any judgments, losses, deficiencies, damages, liabilities, costs and expenses (including reasonable attorney fees and expenses) arising in connection with or from any claim, suit, action, demand or proceeding asserted by a third party related in any way to use of the Services or Content. Customer shall be liable for, and shall indemnify and defend PLH from and against any claims in any way arising from or related to the alleged infringement of a third party's intellectual property rights, Customer use or inclusion of information, photographs, art or other content, including without limitation claims based on invasion of privacy, right of publicity, obscenity or pornography, and violation of any and all federal, state or local laws or ordinances.

8. Domain Name. Customer shall provide PLH with a registered domain name or names, or request PLH to register a domain name for Customer if the domain name is available and does not violate any laws, regulations or registration service policies. Even if PLH registers a domain name for Customer, Customer understands and agrees that the use of a domain name requires periodic maintenance and registration for which Customer is solely responsible. Customer agrees that PLH may include Customer's name or domain name in directories of PLH customers and/or websites.

9. Access to Services. Customer shall limit access to and use of the Services to Customer, and Customer's authorized agents and shall not resell or otherwise generate income by providing to unauthorized third parties, access to the Services or PLH. Customer's right to use the Services provided hereunder is limited to Customer and its authorized agents and is nontransferable or assignable, except with the written consent of PLH. This Agreement shall inure to the benefit of and be legally binding upon the parties hereto and their heirs, executors, administrators, successors and assigns.

10. No Waiver. Failure by PLH to exercise any right hereunder or enforce the strict performance of any provision is not a waiver of the exercise of any and all rights in the future.

11. Applicable Laws. Customer agrees to comply with all applicable laws and regulations and Customer agrees to indemnify and save PLH harmless from Customer's failure to comply.

12. Governing Law. This Agreement shall be governed by the laws of the State of Pennsylvania, without regard to conflicts of law principles. Customer irrevocably consents to the jurisdiction of the Court of Common Pleas of Chester County, Pennsylvania and the Eastern District of Pennsylvania, and any action relating to this Agreement and/or the Services must be brought in these courts.

13. Severability. If any provision of this Agreement is determined to be illegal, unenforceable, invalid or against public policy, the remainder of this Agreement shall not be affected thereby and shall be enforceable without regard to such invalid or unenforceable provisions.

14. Notice. Unless otherwise provided herein, any notice required or permitted under this Agreement shall be given promptly, in writing, shall be hand delivered or mailed by certified mail, postage prepaid, or sent by overnight courier to the parties at their respective addresses provided to each other and shall be deemed given upon mailing

15. Entire Agreement. This is the entire understanding and agreement of the parties, and supersedes all prior or contemporaneous agreements relating to the subject matter hereof. PLH reserves the right to change or modify the terms of this Agreement or the provision of its Services from time to time. Any changes to this Agreement or PLH's Services may be posted on the PLH website at www.plhnet.com or sent to Customer via e-mail or postal mail, and no other notice is required. Customer acknowledges and agrees that the changes shall be effective thirty (30) days after posting or immediately upon notification via e-mail or postal mail. It is Customer's responsibility to review this Agreement and any changes posted on the PLH website, and to notify PLH within thirty (30) days of posting, of Customer's opposition to any changed or added term of the Agreement. Upon notice of opposition, Customer may immediately terminate this Agreement. By continuing to use PLH's Services after the effective date of any revision to this Agreement or change in Services, Customer agrees to abide by and be bound by any such revisions or changes.

IN WITNESS WHEREOF, intending to be legally bound hereby, the Customer agrees to the terms and conditions of this Agreement.

