

Orbiting Code, Inc.

WEB HOSTING AGREEMENT

Orbiting Code, Inc. provides Internet services to its customers, including World Wide Web site development and Web site hosting services on the Internet.

Customer wishes to retain the server hosting services of Orbiting Code, Inc (<http://www.orbitingcode.com>).

1. Definitions

1.1 *Licensed Software*

"Licensed Software" means computer software which is bound by a license agreement that details how the software is to be used and limits its distribution. A software license is generally implemented as a tool to prevent software piracy.

1.2 *Customer Data*

"Customer Data" means information disclosed to Host during the term of this Agreement, including information related to Customer's end users, technology, operations, facilities, markets, products, capacities, systems, procedures, security practices, research, development, business affairs, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, and other proprietary information.

1.3 *Century Compliant*

"Century Compliant" means that a hardware or software component will: (a) store and process all date-related information in a manner that unambiguously identifies the century for all date values before, during and after the year 2000; (b) correctly and consistently calculate, sort and report all date information processed by the component; (c) calculate, sort, report and otherwise operate correctly, consistently and without interruption before, during or after the year 2000; (d) report and display all dates in four digits so that the century is unambiguously identified; and (e) correctly handle all leap years, including but not limited to the year 2000.

1.4 *Hosting Services*

"Hosting Services" means the services described in Section 2 of this Agreement.

1.5 *Web Site*

"Web Site" means Customer's Internet presence tentatively identified by the Customer's domain name hosted on an Internet server.

1.6 *Time and Materials*

"Time and Materials" means Host services billed at the applicable hourly rate in effect at the time the service is provided, plus reimbursement by Customer for all direct and out-of-pocket expenses reasonably incurred by Host hereunder.

2. Web Site Hosting Services

2.1 Hosting Services Provided by Host

Host will provide the following services for the Web Site:

2.1.1 Host will operate and administer Customer's host server to provide Internet access to the Web Site for the duration of this Agreement.

2.1.2 Host will submit Customer's domain name(s) for inclusion in indices and search engines approved in writing by Customer.

2.1.3 Host can deliver reports, in a mutually agreeable electronic file format and content, summarizing end user activity on the Web Site if requested by the Customer.

2.1.4 Host will supply the following Internet Access Bandwidth: (Bandwidth allocation varies for each Web Hosting Plan. See Web Hosting Plan specifications at <http://www.orbitingcode.com>).

2.1.5 Host will supply the following Web Server Disk Storage Space: (Disk Storage allocation varies for each Web Hosting Plan. See Web Hosting Plan specifications at <http://www.orbitingcode.com>).

2.1.6 Host will deliver to Customer all communications from Internet users captured from the Web Site.

2.1.7 Host will maintain security in accordance with Section 2.9.

2.1.8 Host will monitor Customer's equipment and its access to the Internet via Host's facilities. In the event that Host discovers (either through its own efforts or after being notified by Customer) that the performance of the Web Site is diminished or impaired, Host will promptly investigate and report the cause, and Host will take prompt remedial action, to the extent that the cause is under Host's control.

2.1.9 Host may co-locate Customer's equipment and Web Site at third party facilities, only with the explicit written permission of the Customer.

2.2 Web Server Down Notification Requirement

If Host discovers that Customer's Web Site will be inaccessible for any ten-minute or greater period, Host shall, promptly upon such discovery, provide timely problem resolution status reports to Customer upon request. Host will display a customer service message, upon Customer's request, concerning the interruption when Customer's Web Site is accessed by Internet users.

2.3 Availability of Web Site and Licensed Software

Host warrants that it will make the Web Site available to Customer and end users 24 hours per day, seven days per week, except that the Web Site may be unavailable for short periods which may not exceed two (2) hours per occasion and which may occur between the hours of 12:00 A.M. and 3:00 A.M. Eastern Standard Time only, unless otherwise authorized by Customer, for purposes of maintaining or updating the Web Site or the Licensed Software. Such unavailability shall not be considered down-time for purposes of measuring up-time availability as set forth in this Agreement, provided that such unavailability totals to less than two hours per month. Notwithstanding the foregoing, Host is not responsible for any inability of Customer or an end users to access the Web Site or the Licensed Software due to difficulties arising from or caused by problems with the Internet or other facilities beyond Host's control.

2.4 Web Site Uptime Service Level Requirement

Customer's "Web Site Uptime" shall be measured for each calendar month and shall be defined as the number of minutes during the month when Customer's Web Site is accessible to Internet users divided by the total number of minutes in the month. The Web Site Uptime requirement shall be 99% (.99) between the hours of 4:00 a.m. and 9:00 p.m., Eastern Standard Time ("Peak Hours") and shall be 98% (.98) for all other hours. Customer acknowledges that Host does not and cannot control all portions of the Internet affecting the flow of data to or from the Web Site. Host shall be responsible for uptime failures due to conditions that are within Host's reasonable control, and not failures that result from any actions or inaction of Customer or any third party (unless such third party is providing services or deliverables to Customer through Host). However, Host will use commercially reasonable efforts to take such actions as are appropriate to remedy and avoid such events.

2.5 Reporting

Host shall report its Web Site Uptime for Peak Hours and non-Peak Hours to Customers. Uptime reports will be provided on the Host's Web Site (<http://www.orbitingcode.com>).

2.6 Documentation

Host shall provide Customer with written instructional materials regarding use of the Hosting Services and shall provide Customer with updates to such materials upon implementing any material changes to the Hosting Services. Additional instructional materials can be obtained on the Host's Web Site (<http://www.orbitingcode.com>).

2.7 Telephone Support

Host will provide telephone support assistance to Customer as reasonably requested in connection with access to and use of the Licensed Software and the Hosting Services from 8:00 a.m to 7:00 p.m. Eastern Standard Time.

2.8 Email Support

Host will provide email support assistance to Customer as reasonably requested in connection with access to and use of the Licensed Software and the Hosting Services from 8:00 a.m to 7:00 p.m. Eastern Standard Time. Customer email requests will be replied to with a 12 hour period.

2.9 Security

Host is responsible for ensuring that all aspects of the Web Site under Host's control have firewall protection, secured socket layer (SSL), encryption and/or alternative security measures to minimize the potential for unauthorized access or use. Host shall maintain current, commercial grade security hardware and software commensurate with the size and complexity of Customer's business and with the level of risk involved in the privacy and security of Customer's information and transactions.

2.10 Disaster Recovery

2.10.1 Host shall (1) implement a disaster recovery plan for the recovery of the Hosting Services, (2) deliver a documented copy of such plan to Customer if requested, (3) periodically update and test the operability of such plan at least once during every 12-month period that the plan is fully operational, (4) certify, if requested, to Customer at least once during every 12-month period that the plan is fully operational and (5) use reasonable commercial efforts to implement the plan upon the occurrence of a disaster. Host shall coordinate disaster recovery testing, upon Customer's request. If a disaster causes Host to allocate limited resources between or among Host's customers, Customer shall receive at least the same priority as such other customers in respect of such allocation.

2.10.2 Host will provide redundant backups of all Customer Web Site Files and Databases. Seven (7)

complete backups will be maintained, one for each day of the week. In the event of data loss or accidental file deletion by the Customer, the Host must be contacted within seven (7) days by the Customer to retrieve the lost files. After seven days, previous backups will be overwritten.

2.11 Backup Utility Power

2.11.1 Uninterruptible Power Supplies

Host will provide UPS Battery Backup Units for all Internet Servers, Routers, Switches and Support Equipment needed to maintain consistent uptime in the event of short-duration Utility Power Outages.

2.11.2 Automatic Standby Generators

Host will provide external, fuel powered, Automatic Standby Generators capable of providing uninterrupted service for all Internet Servers, Routers, Switches and Support Equipment in the event of long-duration Utility Power Outages. Host will maintain adequate fuel to provide continued, uninterrupted service for no less than twenty (20) days in the absence of External Utility Power.

3. Fees

3.1 Base Fee

Customer agrees to pay the base fee for monthly services set forth by the selected Hosting Plan.

3.2 Time and Materials

Fees that are provided on a Time and Materials basis will be invoiced to customer monthly, and payable within thirty (30) days of invoice.

4. Term and Termination

4. Term

The term of this Hosting Service is determined by the billing cycle selected by the Customer when choosing a specific Hosting Service Plan. Available billing cycles are (monthly, quarterly, semi-annual, and annual). The term of this Hosting Services shall continue for duration of the initial term, unless terminated as set forth herein. At the conclusion of the initial term, this Agreement shall automatically renew for successive terms, unless either party gives notices of its election to terminate this exhibit at least thirty (30) days prior to the expiration of the then-current term.

4.2 Termination for Convenience

Customer may terminate this Agreement at any time, with or without cause, upon thirty (30) days notice to Host. Host may terminate this Agreement at any time, upon thirty (30) days notice, if the Web Site is used for illegal or immoral or other purposes deemed objectionable by Host. Host may terminate this Agreement immediately, without prior notice, if the Web Site is used for illegal purposes of a specific severity determined by the Host.

4.3 Termination For Breach

Each Party shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the other Party is in material breach of any term of this Agreement, including without limitation the payment of monies, and the breaching Party fails to remedy such breach within the thirty day notice period.

4.4 Termination

In the event of the expiration or termination of this Agreement for any reason, Host shall take such action as is reasonably requested by Customer in connection with relocation of Customer's Web Site. The Parties will cooperate in an orderly transition of responsibilities from Host to Customer or its agent. Host will provide such assistance, data, personnel and resources as are reasonably required to ensure that there is no loss of data and to help minimize any interruption in customer service, and to provide for a smooth and orderly transition of operations. Customer will reimburse Host on a Time and Materials basis for such assistance. Upon termination or expiration of this Hosting Services Agreement, and any other time upon Customer's written request, Host will deliver all work in progress to Customer, including, but not limited to, Customer Data and all other Customer materials delivered to Host.

5. Confidential Information and Trade Secrets

5.1 Customer Data

5.1.1 Personal Data

Host acknowledges that Customer Data is considered to be confidential information. Customer Data will never be shared with or provided to third party companies for marketing or other unsolicited purposes. Only Customer Data that is needed to fulfill the Host's obligations under this Agreement will be stored by the Host, and/or provided to third parties.

5.1.2 Billing and Credit Card Data

Host acknowledges that Customer Payment Data, including credit card numbers, expirations dates, and cvv2 security codes, will always be stored and transferred using strong encryption methods, and maintained on a secured, non public database server. All Customer Payment Data transferred to the Credit Card Payment Gateway during processing, will be transferred using secure socket layer (SSL) encrypted pathways. Customer Payment Data will never be stored or transferred in plain text format.

5.2 Host Information

Customer acknowledges that Host's pricing, products, services, marketing, sales plans, estimates, financial data, operations, customer relations or service, business performance results, technical information, designs, processes, procedures, formulas, inventions, know-how, improvements, documents, reports, data, specifications, computer software, flow charts and databases are considered to be confidential information.

5.3 Confidentiality Obligations

All confidential or proprietary information shall be held in confidence by the other party to the same extent and in at least the same manner as such party protects its own confidential or proprietary information, but not less than reasonable care. Neither party shall use the other party's confidential information for any purpose other than to fulfill its obligations under this agreement, and neither party will disclose the other party's confidential information other than to employees who have a need to know such information in order to fulfill the party's obligations hereunder and who have agreed in writing to abide by the confidentiality provisions of this agreement, or as required by law or regulation.

5.4 Ownership and Inspection of Customer Data

5.4.1 Ownership of Customer Data

All Customer Data is and shall remain the property of Customer. The Customer Data shall not be (1) used by Host other than in connection with providing the services, (2) disclosed, sold, assigned, leased or otherwise provided to third parties by Host, or (3) commercially exploited by or on behalf of Host, its employees or agents.

5.4.2 Inspection of Data

On request, Customer shall be given access to all files used in the processing of its information.

5.4.3 Return of Data

Upon request by Customer at any time, Host shall promptly return to Customer all or a portion of the Customer Data, in the format and on the media in use as of the date of the request.

5.5 Audits

Upon notice from Customer, Host shall provide such auditors and inspectors as Customer or any regulatory authority may designate in such notice with reasonable access during normal business days and hours to the service locations for the purpose of performing audits or inspections of the business of Customer (including Host's provision of the services). Host shall provide such auditors and inspectors any assistance and work space that they may reasonably require. Host shall not be required to provide such auditors and inspectors access to data of Host customers other than Customer.

6. General

6.1 Arbitration

All claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement shall be decided by binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association for Commercial Disputes, unless the Parties mutually agree otherwise. The hearings shall take place in Dahlenega, Georgia unless some other location is agreed by the Parties.

6.2 Judicial Procedure

Nothing in Section 6.1 shall be construed to prevent any party from seeking from a court a temporary restraining order or other temporary or preliminary relief pending final resolution of a dispute pursuant to Section 6.1.

6.3 Assignment

Host may assign all or part of the payments under this Agreement by written notice to Customer. Otherwise, neither Party may assign its rights or obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld, provided that, no such consent shall be required in the event of (i) a transfer of all or substantially all of the assets of the Party desiring an assignment; (ii) assignment to the parent, affiliate or subsidiary companies of a Party or (iii) a merger or reorganization of the entity desiring the assignment.

6.4 Performance Excused

A Party shall be excused from failure to perform hereunder to the extent that such failure is directly or indirectly caused by any occurrence commonly known as force majeure, including, without limitation, delays arising out of acts of God, acts or orders of a government, agency or instrumentality thereof,

acts of public enemy, riots, embargoes, strikes or other concerted acts of workmen (whether of the providing party or other persons), casualties or accidents, deliveries of materials, transportation or shortage of cars, trucks, fuel, power, labor or materials, or any other causes, circumstances or contingencies within or without the United States of America, which are beyond the control of the Party.

6.5 Century Compliant

Host warrants that the Licensed Software and the Hosting Services will be Century Compliant.

6.6 No Implied Warranties

Host MAKES NO IMPLIED WARRANTIES. Host DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

6.7 Limitation of Liability

EACH PARTY'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES. NEITHER PARTY WILL BE HELD LIABLE FOR ANY INDIRECT OR SPECULATIVE DAMAGES (INCLUDING, WITHOUT LIMITING THE FOREGOING, CONSEQUENTIAL, INCIDENTAL, AND SPECIAL DAMAGES, LOSS OF USE, BUSINESS INTERRUPTIONS, AND LOSS OF PROFITS) REGARDLESS WHETHER THE OTHER PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EACH PARTY'S TOTAL LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY Customer TO Host UNDER THIS AGREEMENT DURING ANY 12-MONTH PERIOD.

6.8 Governing Law

The laws of the State of Georgia shall govern this Agreement, without regard to the conflict of laws principles thereof.

6.9 Severability

Any portion or provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining portions or provisions hereof in such jurisdiction or, to the extent permitted by law, rendering that or any other portion or provision hereof invalid, illegal or unenforceable in any other jurisdiction.

6.10 Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations between the parties with respect to the subject matter hereof. Customer acknowledges that it has not been induced to enter this Agreement by any representations or statements, oral or written, not contained in this Agreement.

6.11 Notices

Any notices required or permitted to be given under this Agreement shall be sent by certified mail or courier, or by facsimile with confirmation, to the following address:

CONTACT INFORMATION

Host: **Orbiting Code, Inc.**
P.O. Box 1029
Dahlonega, GA 30533

Toll Free: (888) 269-7336
Fax: (706) 418-6442

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