

## TERMS AND CONDITIONS

**SERVICES** – Advanza Systems Inc. (Advanza) shall provide Customer the Services set forth above which may include, but not be limited to, Internet access, electronic mail, web site hosting, private networking, network security, voice or voice over IP, and other Internet and telecommunications related services. Such Services are provided by Advanza to Customer only and may not be resold by Customer to any third party without written permission from Advanza.

**SOFTWARE/HARDWARE** - Advanza is not responsible for the installation, maintenance, compatibility, or performance of any software or hardware not provided by Advanza, and Customer shall indemnify Advanza and its affiliates against any claims arising out of the use of such third party software or hardware with the Service. If any such third party software or hardware impairs the Service, Customer shall remain obligated for payment, and Customer shall eliminate any such hazard or Service obstruction at Advanza's request. At Customer's request Advanza will assist in resolving any such difficulties at Advanza's then standard hourly rate. In the event Customer provides their own hardware to interface with the Service, Customer agrees to cooperate with Advanza in configuring and managing such hardware in order to implement and operate the Service.

**PAYMENT** - Customer agrees to pay all applicable charges for the Service(s), Software, and Hardware (collectively, the "Products") as indicated on the Order Form. Customer further agrees to pay any and all applicable federal, state, and local taxes and tariffs related to the Products. Charges shall be invoiced as indicated on the Order Form and are due before the first day of service for that specific service period. Amounts past due are subject to a 2% monthly late charge. In the event any payment is more than 20 days overdue, Advanza may, without notice and with no liability to Customer, terminate the Agreement, Services, or both. Rates for Service may be changed at any time by Advanza upon thirty (30) days written notice to Customer and Customer will have the option to continue Service at the new rates or terminate this Agreement by providing written notice at least ten (10) days prior to the effective date of any such increase. At Advanza's request and discretion, Customer shall provide Advanza sufficient information to establish to Advanza's satisfaction Customer's credit worthiness.

**PROHIBITED PRACTICES** - Customer warrants that Customer and Customer's employees and agents shall abide by Advanza's current and future policies regarding use of the Services. It is contrary to Advanza's policies for any user of the Services to effect or participate in improper activities including but not limited to posting improper or illegal material, sending unsolicited e-mail (SPAM), falsifying user information provided to Advanza, or any other illegal activities. Customer represents, warrants, and covenants that neither Customer nor any entity gaining access via Customer shall engage in the above practices. Advanza may terminate for breach this Agreement if Customer or an entity accessing the Services through Customer engages in any of the above practices or if Customer's actions generate what Advanza believes are excessive complaints from third parties. The kinds of network abuse specifically enumerated above are by way of example and not of limitation. Nothing contained in this policy shall be construed to limit Advanza's actions or remedies in any way with respect to any of the foregoing activities, and Advanza reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and excluding them from the Advanza service, and levying cancellation or other charges to cover Advanza's costs in the event of discontinuation of the Services. In addition, Advanza reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

**INDEMNIFICATION** - Customer shall defend, indemnify and hold Advanza and its agents, customers, suppliers, directors and officers harmless from and against any and all loss, liability, damage or expense, of any kind or nature for damages of any kind arising from or relating to: (i) Customer's breach of this Agreement; (ii) any claim by a third party resulting from Customer's use of the Products; (iii) any claim from any governmental entity that Customer's use of the Products violates any applicable law, rule or regulation; and (iv) any claim by a third party based upon a failure, error or interruption in the provision of the Products.

**WARRANTY/DISCLAIMER** - Advanza shall operate and maintain the Service, contingent upon Advanza's ability to maintain necessary licenses or permissions and Advanza's network capacity and connection availability. Advanza warrants that it shall use reasonable efforts to provide any implementation or consulting services in a good professional manner. Advanza cannot guarantee the results of its Services and Customer understands that its sole remedy for a failure of the Service is termination of this Agreement in accordance with the TERMINATION section below. All Products provided under this Agreement are provided "As-Is".

Customer understands that the Products may not have been tested or debugged, that Advanza makes no representations or warranties regarding their use or performance and that Customer assumes the sole responsibility for the selection of the Products to achieve Customer's intended results. Customer shall have the sole responsibility for adequate protection and backup of its data used in connection with the Products, and Customer shall not make any claim against Advanza, including claim for lost data, re-run time, inaccurate input or data, work delays, or lost profits resulting from the use of the Products.

Customer acknowledges and agrees that, except for certain services specifically identified as Advanza Services, Advanza does not operate or control the Internet. Customer further understands that: (i) viruses, worms, trojan horses, or other undesirable data or software; or (ii) unauthorized users (e.g., hackers) may attempt to obtain access to Customer's data, web site, computers, or networks. Advanza uses what it believes to be reasonable efforts to protect itself and its customers from such unauthorized use, but Advanza does not warrant that such protection can be or will be effective. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER'S AND CUSTOMER'S EMPLOYEES, AGENTS AND USERS USE OF THE INTERNET. Advanza makes no express or implied warranties, representations, or endorsements regarding any merchandise, information, goods, or services provided through the Internet. Advanza's Products are provided on an "As-Is" and "As Available" basis without warranties of any kind, express or implied, including but not limited to warranties of title, noninfringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by Advanza's employees, agents, or contractors shall create a warranty.

**LIMITATION OF LIABILITY** - UNDER NO CIRCUMSTANCES SHALL ADVANZA BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARISE OUT OF CONTRACTUAL, TORT, OR OTHER LEGAL THEORIES, ARISING FROM OR RELATED TO CUSTOMER'S OR CUSTOMER'S USERS' USE OF OR INABILITY TO ACCESS ANY PART OF THE INTERNET OR CUSTOMER'S OR CUSTOMER'S USERS' RELIANCE ON OR USE OF INFORMATION, SERVICES, OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, LOSS, THEFT, OR DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

Customer's sole remedy for Advanza's breach of this Agreement is to terminate this Agreement. Advanza has no obligation to monitor the Service; however, Advanza may monitor the service and disclose information gained from such monitoring to satisfy any law, regulation, or other governmental request, to operate the Service and administer Advanza's network, or to protect itself or its customers. Advanza reserves the right to refuse to post or to remove any information or materials, in whole or part, that in its sole discretion are unacceptable, undesirable, or in violation of this Agreement. To the extent that any remedy set forth above fails in its essential

purpose, Customer shall not be entitled to receive, as damages, restitution, or otherwise, any amounts in excess of the payments made under this Agreement to Advanza in the three (3) months preceding the event first giving rise to such liability. Customer acknowledges and agrees that this limitation of liability has been bargained for and that Advanza would not enter into this Agreement without this limit of liability.

Customer acknowledges that technical difficulties may arise during the performance of Services, including but not limited to, disruption of Internet access, wide area networks, local area networks, or other disruptions. Except for disruptions resulting from the intentional or grossly reckless acts or omissions of Advanza's employees or agents, Customer agrees that Advanza shall not be liable for any damages due to such disruptions and that its sole remedy shall be for Advanza to use reasonable efforts to attempt to cure such disruptions.

**TERM** - The Initial Term of this Agreement is set forth on the first page of this Agreement and shall commence upon the Effective Date. The Effective Date shall be the date on which Advanza completes the setup and installation of the Services as described on the first page of this Agreement regardless of whether Customer is prepared to begin utilizing the Services.

**RENEWAL** - This Agreement shall automatically renew for successive 1 year terms on the same terms and conditions as set forth herein unless either party gives written notice of its intention to terminate this Agreement thirty (30) days prior to the expiration of the Initial Term or Renewal Term, whichever the case may be.

**TERMINATION** - Advanza may terminate this Agreement upon thirty (30) days written notice to Customer. In such event, Advanza shall refund to Customer any amounts received for Services beyond the termination date. Customer may terminate this Agreement upon thirty (30) days written notice to Advanza. In such event, Customer shall remain obligated to pay Advanza any fees or charges due for the then current Term, including but not limited to unpaid charges, damages for Early Termination, and/or collection or legal costs incurred to collect.

Customer may terminate this Agreement for Advanza's failure to cure a material breach of this agreement within thirty (30) days of Advanza's receipt of written notice of such breach. Advanza may suspend or terminate Service if Customer materially breaches this Agreement, including failure to pay for any past due amounts as indicated above, and does not cure such breach within thirty (30) days of notice; provided, that Advanza may terminate immediately and without notice in order to prevent damages or degradation of its network integrity which may be caused by Customer or anyone using Customer's access, or to comply with any law, regulation, court order, or other governmental request which requires immediate action, or otherwise protect Advanza from potential legal liability. Advanza will endeavor to give Customer notice regarding the reason(s) for termination as soon as reasonably practicable after such termination.

If a voluntary petition is commenced by Customer under Title 11, United States Code (the "Bankruptcy Act"), Customer has an involuntary petition commenced against it under the Bankruptcy Act, and such petition will not be dismissed within sixty (60) days after filing; Customer becomes insolvent; or any substantial part of Customer's property is subject to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency, then Advanza may terminate this Agreement effective immediately upon written notice.

**EARLY TERMINATION** - In selecting the Term of this agreement Customer received discounts and considerations which Customer understands would constitute a financial loss to Advanza should the Customer terminate the agreement prior to the end of the Initial Term. In exchange for said discounts and considerations Customer agrees to pay damages for Early Termination as follows: a) all waived installation and equipment costs plus 50% of the remaining balance of recurring charges if termination occurs prior to the end of the 1<sup>st</sup> year of the Initial Term plus; b) 50% of the remaining balance of recurring charges if termination occurs prior to the end of the 2<sup>nd</sup> year of the Initial Term plus; c) 25% of the remaining balance of recurring charges if termination occurs prior to the end of the 3<sup>rd</sup> or subsequent year of the initial Term.

**NO WAIVER/MODIFICATION** - The failure by either party to exercise any right or remedy provided for herein shall not be deemed a waiver of any right or remedy hereunder. No waiver or modification shall be effective unless made in writing and signed by an authorized representative of the party waiving any right or remedy.

**ASSIGNMENT** - Customer may only assign this Agreement to a party that agrees to be bound by the terms and conditions of this Agreement without Advanza's prior written consent. Any other attempted assignment shall be void.

**INDEPENDENT CONTRACTOR** - Each party acknowledges and agrees that the other party is an independent contractor and is not an employee, agent, franchisor, franchisee, or partner of the other party. The parties do not intend to form a partnership, and employment relationship, or a joint venture. Neither party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in name of, the other party, or to bind the other party in any matter or thing whatsoever.

**FORCE MAJEURE** - If either party is unable to perform any of its obligations under this Agreement due to a natural disaster, actions or decrees of governmental bodies, strikes, lockouts, riots, epidemics, war, fire, communication line failures, power failures, hardware or software failures beyond such party's reasonable control, or in any similar event, the party who has been so affected shall immediately give notice to the other party and shall do everything reasonably possible to assume performance. A Force Majeure Event shall not constitute a breach hereunder.

**NOTICES** - All notices, consents, and other communications under or regarding this Agreement will be in writing and will be deemed to have been received on the date of actual receipt. Any notice may be given by facsimile, provided that a signed written original is personally delivered or sent by first-class certified mail, return receipt requested, or reputable overnight delivery service within twenty-four (24) hours thereafter. Each party's address for notices is stated on the first page of this Agreement.

**SEVERABILITY** - If any provision or portion of a provision of this agreement shall be held invalid or unenforceable, the court holding such portion or provision thereof invalid or unenforceable shall enforce such portion or provision to the extent possible under the law, and the remainder of this Agreement shall not be affected thereby and the remaining terms shall continue in effect and be binding on the parties.

**GOVERNING LAW** - This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any litigation arising out of this Agreement shall be the federal or State courts of the State of New Jersey.

**ATTORNEY'S FEES** - In the event any proceeding is brought by Advanza to enforce its rights in connection with this Agreement, Advanza shall be awarded, in addition to any other award, its costs, expert witness fees, and reasonable attorney's fees.

**ENTIRE AGREEMENT** - This Agreement and the cover sheet attached hereto set forth the entire agreement and understanding between the parties as to the subject matter hereof and merge all prior discussions between the parties.

Effective March 15, 2010