

HOSTING MASTER SERVICE AGREEMENT

This Master Service Agreement is between:

Konnections, Inc.

(or any of its divisions)

4695 North Colony Boulevard, Suite 103
The Colony, TX 75056

("Company")

and

[customer name][customer address]

("You").

BY ACCEPTING THIS AGREEMENT AND USING COMPANY'S SERVICES YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL OTHER POLICIES.

Company and You agree to the following provisions:

1. Provision of Services.

Company agrees to provide services to You in accordance with the Hosting Service Level Agreement in exchange for your payment for Company's services, your execution and compliance with this agreement, and your compliance with Company's Acceptable Use Policy. Provision of Company's services shall commence once Company has received both Your payment for Company's services and this Agreement duly executed by You. You warrant and represent that You shall use Company's services only for lawful purposes.

2. Agreement Term.

The initial term of this agreement shall be from the date of your initial payment and execution of this agreement through the remainder of the calendar month in which this agreement was executed. The term of this agreement, after the initial agreement term, shall be one calendar month.

3. Automatic Renewal.

This agreement shall renew automatically at the end of the prior agreement term unless terminated either by You or by the Company.

4. Termination without Cause.

You may terminate this agreement at any time, for any reason, by following the termination procedure located within Company's Acceptable Use Policy at ¶ 9.

COMPANY SHALL NOT REFUND AMOUNTS ALREADY BILLED FOR THE MONTH IN WHICH YOU TERMINATE THE AGREEMENT.

ALL CUSTOMER DATA AND ACCOUNT SETTINGS INCLUDING, BUT NOT LIMITED TO, WEB SITE CONTENT, DATABASES, AND E-MAIL MESSAGES ARE IRREVOCABLY DELETED UPON ACCOUNT TERMINATION.

Company may terminate this agreement at any time, for any reason, by:

providing written or electronic mail notice of termination to your e-mail contact address no less than fifteen days prior to the service termination; and

refunding or not charging your credit card account for the monthly services charge for the month in which company services terminate.

5. Termination for Cause.

Termination for non-payment shall occur when payments are not made within fifteen (15) days of

the due date. All your rights and obligations shall cease upon termination of this agreement.

YOU AGREE TO MAINTAIN AND KEEP CURRENT ALL CONTACT INFORMATION FOR YOUR ACCOUNT(S) WHICH IS(ARE) STORED WITHIN COMPANY SERVERS. FAILURE TO MAINTAIN OR KEEP CURRENT ALL CONTACT INFORMATION SHALL BE A VALID GROUND FOR COMPANY TERMINATION OF SERVICES FOR CAUSE.

IF COMPANY TERMINATES YOUR ACCOUNT FOR A VIOLATION OF THIS AGREEMENT, COMPANY'S ACCEPTABLE USE POLICY, OR COMPANY'S NO SPAM POLICY, COMPANY SHALL NOT BE REQUIRED TO REFUND TO YOU ANY AMOUNTS BILLED TO YOU FOR THE MONTH IN WHICH COMPANY SERVICES TERMINATE.

6. Payment Terms.

You agree to be billed monthly via your credit card for all recurring and one-time charges, including late and termination charges, for any Company services ordered by You and any fees You owe to Company.

7. Taxes.

Company shall not be liable for any taxes and other governmental fees to be paid which are related to purchases made from You or from Company's server. You agree that you shall be fully responsible for all taxes and fees of any nature associated with products or services sold through the use of or with the aid of services provided to You by Company.

8. Materials and Products.

Any material and data you provide to company in connection with Company's services shall be in a condition that is in a form requiring no additional manipulation on the part of the Company. Company shall make no effort to validate this material or data for content, correctness, or usability. Material or data that is not in this condition shall be a breach of this agreement.

Company may, in its sole discretion, reject material or data that You have placed on Company's servers or that You request Company put on Company's servers. Company agrees to notify You immediately of its refusal of the material or data and provide You with an opportunity to amend or modify the material or data to meet the requirements of Company. Your failure to amend or modify the data or material as directed by Company within a reasonable time shall be a breach of this agreement.

9. Liability; No Warranty; Limitation of Damages.

YOU EXPRESSLY AGREE THAT USE OF COMPANY'S SERVICES IS AT YOUR SOLE RISK.

The Company, its agents, affiliates, licensors or the like, do not represent or warrant, expressly or impliedly, that Company's services will not be interrupted or error free; neither do they make any warranty as to the results that may be obtained from the use of Company's services or as to the accuracy, reliability, or content of any information service or merchandise contained in or provided through the Company's services, unless otherwise expressly stated in this agreement.

The Company, its officers, agents, or anyone else involved in providing Company's services shall not be liable for any direct, indirect, incidental, special, or consequential damages that result from the use or inability to use Company's services; or for any damages that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction, or unauthorized access to Company's records, programs, or services.

The Company will exercise no control over the content of the information passing through Company's network except those controls expressly provided herein.

The Company makes no warranties or representations of any kind, express or implied, for the service it is providing. The Company also disclaims any warranty of merchantability or fitness for a particular purpose and will not be responsible for any damages that may be suffered by You, including loss of data resulting from delays, non-deliveries, or service interruptions by any cause or due to your errors or omissions. Use of any information obtained by way of Company is to be used at Your own risk, and Company specifically denies any responsibility for the accuracy or quality of information obtained through its services. Company expressly limits its damages for any non-accessibility time or other downtime to the penalties listed in Company's Hosting Service Level Agreement. Company expressly limits its responsibility for any damages arising as a consequence of such unavailability.

10. Patents, Copyrights, Trademarks, and Other Intellectual and Proprietary Rights.

Except for rights expressly granted herein, this agreement does not transfer any intellectual or other property or proprietary right to You. You agree that all right, title, and interest in any product or service provided to You is the Company's. These products and services are only for your use in

connection with Company's services provided to you as outlined in this agreement.

You expressly warrant to Company that You have the right to use any patented, copyrighted, or trademarked material which You use, post, or otherwise transfer to Company servers.

11. Hardware, Equipment, and Software.

You are responsible for and must provide all phones, phone services, computers, software, hardware, and other services necessary to access Company servers. Company makes no representations, warranties, or assurances that your equipment will be compatible with Company services.

12. Age.

You expressly represent and warrant that You and any person to whom You grant access to your Company account have reached the age of eighteen.

13. Indemnification.

You agree that you shall defend, indemnify, save, and hold Company harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, asserted against Company, its agents, servants, officers, and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by You, your agents, employees, or assigns.

You agree to defend, indemnify, and hold harmless Company against liabilities arising out of:

(i) any injury to person or property caused by any products sold or otherwise distributed in connection with Company services provided to you;

(ii) any material supplied by You infringing or allegedly infringing on the property or proprietary rights of a third party;

(iii) copyright infringement; and

(iv) any defective product which You sold or distributed by means of Company services.

You agree that the liability limit of Company shall in no event be greater than the aggregate dollar amount which You paid during the terms of this agreement, including any reasonable attorneys' fees and court costs.

14. Miscellaneous.

Governing Law; Jurisdiction; Forum: This agreement shall be governed by and construed in accordance with the laws of the state of Utah without regard to its conflicts of laws or principles. You agree, in the event any suit is brought in connection with Company's provision of services to you, to submit to the jurisdiction of the state of Utah, and agree to the courts of Weber County, Utah as the appropriate forum

Severability: In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this agreement, and this agreement shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability

Waiver: No waiver by Company of any breach by You of any of the provisions of this agreement shall be deemed a waiver of any preceding or succeeding breach of this agreement. No such waiver shall be effective unless it is in writing and then only to the extent expressly set forth in such writing.

Entire agreement: This agreement, including Company Acceptable Use Policy, No SPAM Policy, and Company Hosting Service Level Agreement, shall constitute the entire agreement between You and Company.