

**DOTFRONT.COM LLC**  
**APPLICATION SERVICE PROVIDER TERMS & CONDITIONS**

THESE APPLICATION SERVICE PROVIDER TERMS AND CONDITIONS (“Terms and Conditions”) shall be incorporated by reference into and made part of any ASP order form (the “OF”) submitted to DotFront.com LLC (the “**LICENSOR**”) by the licensee (the “**LICENSEE**”)

YOU (*the LICENSOR*) DOTFRONT, LLC. GRANTS *TO LICENSEE* A LICENSE TO USE **DOTFRONT’S ASP A WEB-BASE SOFTWARE** AN ASP SOFTWARE SERVICES (THE “**ASP SOFTWARE**”). **LICENSOR** IS WILLING TO GRANT **LICENSEE** THE FOLLOWING LICENSE TO USE THE ASP SOFTWARE ACCORDING TO THIS AGREEMENT ONLY ON THE CONDITION THAT **LICENSEE** ACCEPTS ALL TERMS IN THIS AGREEMENT.

1. **LICENSE**. Subject to the terms and conditions of this Agreement (including *Licensee's* obligation to pay the applicable ASP fees for the Software) AS DEFINED IN SCHEDULE A *Licensor* grants to *Licensee* a license to use DOTFRONT’S ASP WEB BASE Software for the purpose of establishing an E-business company solely by accessing *Licensor’s* server on which the ASP Software resides (the “**ASP Server**”) in accordance with the limitations set forth below.

1.1 "ASP Fee" means the monthly fee payable for the provision of the ASP Services as set out in SCHEDULE A and the ASP Fee shall be pro rated where applicable to a period of less than one month.

1.1.2 "Charges" means the ASP Fee, the Consultancy Fees and any other charges (AS DEFINED IN SCHEDULE A) payable by the Customer to DOTFRONT, LLC pursuant to this Agreement.

1.1.3 "Commencement Date" for DOTFRONT’S **ASP SOFTWARE** to be functional and to start incurring monthly fee as set on SCHEDULE A WILL BEGIN WHEN THE LOOK AND FEEL OF THE WEBSITE IS FINISHED AND DELIVERED.

This date is exclusive of web design as the later will take place in advance. As defined in SCHEDULE A, fees for these services are determined under “ONE TIME FEES”.

1.1.4 "Confidential Information" means all know-how, technical knowledge, experience, drawings, designs, circuit diagrams, flow charts, computer programs and all other technical information which might reasonably be of commercial interest to a party hereto together with all other information which is of a confidential nature and relates to the business, products, customers, suppliers or pricing of a party hereto (including proposed or anticipated products, customers, suppliers or pricing) and Confidential Information shall include (without limitation):

1.1.4.1 In the case of DOTFRONT, LLC's Confidential Information, the Hosted Applications "HA" Materials.

1.1.5 "Consultancy Services" are as described in ***PRODUCT SHEET***

1.1.5.1 "Ad Hoc Consultancy Services" which means such consultancy services (if any) as DOTFRONT LLC agrees to provide and the Customer agrees to accept during the Term of the services.

1.1.5.2 "**Specified Consultancy Services**" which means those consultancy services which are specified in ***PRODUCT SHEET*** as **described in clause 1.1.5 and or Schedule A**.

1.1.6 "**Consultancy Fees**" means: the fees as described in the ***PRODUCT SHEET***

1.1.6.1 "**Time Based Consultancy Fees**" which are charged on a time basis applying the current charge rates of DOTFRONT, LLC from time to time (details of current rates are available from DOTFRONT, LLC on request.

1.1.6.2 "**Fixed Price Consultancy Fees**" which means a fixed fee for the Specified Consultancy Services as **described in clause 1.1.5 and or Schedule A**

1.1.7 "**Customer Data**" means all data processed by DOTFRONT, LLC or provided to DOTFRONT, LLC by the customer for processing or otherwise processed as part of the Services including, but not limited to, data generated by the website from visitor input.

1.1.8 "**Customer Equipment**" means the hardware and software which the Customer is required to have in use in order to use and enable the Services to be provided in accordance with this Agreement.

1.1.9 "**Downtime**" means a period during Hosted Application Hours during which there is total loss of the ASP Services.

1.1.10 "**DOTFRONT, LLC Hardware**" means the hardware used by DOTFRONT, LLC and under its control to provide the Services including any computer hardware acting as system server(s) and which hardware may be modified added to or replaced during the currency of this Agreement provided that the performance thereof is not thereby caused to degrade.

1.1.11 "**DOTFRONT, LLC Provided Equipment**" equipment provided by DOTFRONT, LLC and installed at the Customer's Site for the purposes of enabling the Customer to use the Services and which equipment is specified as the DOTFRONT, LLC Provided Equipment in Schedule 1.

1.1.12 "**HA Materials**" means the Hosted Applications (including the software and its operating instructions) and related user manuals, and training materials provided by

DOTFRONT, LLC.

1.1.13 "**Initial Period**" means the period of 12 months commencing on the Commencement Date which will be determined by customer's authorized Representative and DOTFRONT, LLC. Commencement date is exclusive web design completion.

1.1.14 "**Network**" means a network comprising all or any of the following, namely, modems, leased circuits and other communications hardware and software which will meet the specifications set out in **SCHEDULE A** and which Network may be modified added to or replaced during the currency of this Agreement provided that the performance thereof is not hereby caused to fall materially below the said specifications.

1.1.15 "**Outage**" means an instance of Downtime.

1.1.15.1 Force Majeure. DOTFRONT, LLC shall not be liable in damages for failure to deliver or for delay in delivery arising out of causes beyond its reasonable control including, but not limited to, acts of God or of the public enemy, acts of any Governmental authority, fires, floods, unusually severe weather, epidemics, quarantine restrictions, strikes, labor disputes or shortages of labor, freight embargoes, or inability to secure necessary parts and materials. In the event that DOTFRONT'S delay or nonperformance hereto continues for a period of six (6) weeks due to reasons of Force Majeure, or if the same reason of Force Majeure cumulatively exceeds a period of six (6) weeks, then **LICENSEE** shall have the right to terminate this Agreement with immediate effect without liability with respect to such termination.

1.1.16 "**Perpetual License**" means a perpetual, royalty free, non-exclusive license granted by DOTFRONT, LLC to Customer where DOTFRONT, LLC retains all Intellectual Property Rights in the relevant materials. The terms of the Perpetual License shall entitle the Customer only **to the use as specified in *PRODUCT SHEET* to terminate as agreed by both parties at the end of initial year or it will renew automatically for another calendar year.**

1.1.17 "**Representative**" means the person nominated by each party.

1.1.17.1 Schedules. The following Schedules are made a part of this Agreement:

Schedule A: **ORDER FORM.**

Schedule B: **CUSTOMER'S RESPONSABILITIES.**

1.1.18 "**Service Interruption**" means a period during Hosted Application Hours during which there is partial loss of the ASP Services.

1.1.19 "**Service Levels**" means the levels of performance to which the ASP and the Support Services are to be provided to the Customer by DOTFRONT, LLC as described in the ***PRODUCT SHEET***.

1.1.20 "**Service Level Agreement**" means the provisions as described in **PRODUCT SHEET**.

1.1.21 "**Services**" means the services to be provided by DOTFRONT, LLC hereunder as the same may be modified, added to or replaced during the Term by agreement of both parties (Licensor and Licensee) and in accordance with the provisions of this Agreement and comprising:

1.1.21.1 "**ASP Services**" the services as described by that name in **PRODUCT SHEET**.

1.1.21.2 "**Support Services**" the services as described by that name in **PRODUCT SHEET**.

1.1.21.3 "**Consultancy Services**" as defined at clause 1.1.5

**2. RESTRICTIONS:** Licensee acknowledges that the ASP Software and its structure, organization and source code constitutes valuable trade secrets of Licensor. Accordingly, Licensee agrees not to: (i) use, copy, modify, or transfer the ASP Software, or any copy thereof, in whole or in part; (ii) reverse engineer, disassemble, decompile, or translate the ASP Software, or otherwise attempt to derive the source code of the ASP Software, or authorize any third party to do any of the foregoing; (iii) sublicense, rent, lease, loan, or otherwise transfer the ASP Software, or any part thereof; or (iv) otherwise access the ASP Server or use the ASP Software except as expressly allowed under this Section 2. Any attempt to transfer any of the rights, duties or obligations hereunder is void.

**3. PAYMENT TERMS:** Prior to the beginning of a project, the **LICENSEE** shall pay in advanced the ASP SOFTWARE set-up fees and monthly fees for ASP license as scheduled per COMMENCEMENT DATE IN 1.1.3, plus taxes where applicable. Generally, payment will be made by charging the **LICENSEE**'s credit card (the "**LICENSEE**'s Card"), unless DOTFRONT.COM has agreed to accept payment by check or to invoice **LICENSEE**.

**4. SERVICE FEES AND PAYMENTS AND LIMITATIONS:** Customer will pay to Dotfront all fees (application, monthly, setup or other) due according to the prices and fee schedule applicable at the time. Customer recognizes and accepts that all sales made by Dotfront are final and that the total amount owed to Dotfront, is the Total amount of the contract, and there are no partial or full refunds unless for what is explicitly stated in this agreement.

Dotfront may change its fee rates on sixty (60) days notice by postal mail, electronic mail, or by posting the same on Dotfront's own Web Site. Upon such notice, Customer shall have thirty (30) calendar days prior to the effective date of the fee variation to notify Dotfront by certified postal mail should it not agree to such rate increase and that Customer wishes to terminate this Agreement.

Dotfront will invoice and charge Customer with the agreed payment method at the beginning of the service period (month, semester or year). All payments are due within five (5) days after Dotfront submits its invoice. If a payment is returned or rejected by Dotfront's bank, or incurs in any additional, the Customer shall pay a service fee of \$50 and reimburse all such fees and costs incurred by Dotfront, and Customer shall be immediately deemed to be in default of this Agreement.

If Customer fails to pay any fees in full by the tenth day after the invoice has been submitted, Dotfront will have the right to: (a) assess late charges in an amount equal to the greater of five percent (5%) per month or the maximum allowable under applicable law; (b) suspend access to any or all Services provided by Dotfront; and/or terminate this Agreement. Any such suspension or termination will not relieve Customer from paying any outstanding fees plus interest and late charges. Customer will be responsible for any costs associated with collecting such fees including, without limitation, legal costs, attorneys' fees, court costs and collection agency fees.

All fees charged by Dotfront for the Application Services are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the transaction and/or the delivery of such services. If Dotfront is required to pay directly any such taxes, duties, whether international, national, state or local imposed by reason of the performance by Dotfront under this Agreement, Customer will pay or reimburse Dotfront for all such payments, excluding, however, income taxes or gross receipts taxes which may be levied against Dotfront.

**5. OWNERSHIP:** The ASP Software and related documentation, and all worldwide intellectual property rights therein, are the exclusive property of Licensor. All rights in and to the ASP Software and related documentation not expressly granted to Licensee in this Agreement are reserved by Licensor. Nothing in this Agreement will be deemed to grant, by implication, or otherwise, a license to the ASP Software other than through access to the ASP Server.

**6. DELIVERY AND TERM.** Licensor shall provide Licensee a password and URL for web access to use the ASP Software on the ASP Server. This Agreement will terminate immediately without notice to Licensee if Licensee materially breaches any term or condition of this Agreement or upon thirty (30) days prior written notice of either party for any reason or no reason. Upon notice of termination by Licensor, Licensee agrees that Licensor may terminate Licensee's access to the ASP Server.

**7. CONTENT.** As between Licensee and Licensor, Licensee is the sole owner of any content which is stored in the Licensee's separate data files upon the ASP Server. Licensor shall not supplement, modify or alter any such content without permission from Licensee. Licensor shall have no right to use the content in any manner except to perform its obligations under this Agreement. Licensee warrants that it shall not distribute, download, or place on the ASP Server or within the ASP Software any content that: (a)

infringes on the intellectual property rights of any third party or any rights of publicity or privacy; (b) violates any law, statute, ordinance or regulation; (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) is obscene, child pornographic or indecent.

**8. WARRANTY DISCLAIMER.** ACCESS TO THE ASP SERVER AND THE ASP SOFTWARE IS PROVIDED TO LICENSEE “AS IS” AND LICENSOR AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR, ITS EMPLOYEES, DISTRIBUTORS, DEALERS OR AGENTS SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES.

**9. LIMITATION OF REMEDIES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL LICENSOR OR ITS SUPPLIERS BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO ACCESS THE ASP SERVER, OR USE THE ASP SOFTWARE OR ANY DATA STORED THEREIN, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. IN NO EVENT SHALL THE LIABILITY OF LICENSOR EXCEED THE AMOUNTS ACTUALLY PAID TO LICENSOR BY LICENSEE UNDER THIS AGREEMENT.

**10 LEGAL COMPLIANCE.** Licensee agrees to strictly comply with all applicable laws and regulations with respect to its access to the ASP Server and use of the ASP Software. Licensee will indemnify and hold Licensor harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney’s fees) arising from or relating to any breach by Licensee of its obligation under this paragraph. Licensee’s obligations under this paragraph will survive the expiration or termination of this Agreement.

**11. GENERAL.** This Agreement will be governed by the laws of the State of Florida in the United States of America, without regard to or application of conflicts of law rules or principles. The federal and state courts located in and/or serving Broward County, Florida shall have jurisdiction over any disputes arising hereunder and the parties hereby irrevocably submit to the personal jurisdiction and venue of such courts. If any provision of this Agreement is held to be unenforceable, that provision will be removed and the remaining provisions will remain in full force. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. All

waivers must be in a writing signed by the authorized representative of the party to be charged. Neither this Agreement nor any rights or obligations of Licensee hereunder may be assigned by Licensee in whole or in part without the prior written approval of Licensor. Any assignment in derogation of the foregoing shall be null and void. This Agreement is the complete and exclusive statement of the agreement between Licensor and Licensee which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties in relation to the subject matter of this Agreement. This Agreement shall not be modified except by a subsequently dated written amendment or exhibit signed by both parties by their duly authorized representatives.

THE ASP SOFTWARE IS PROTECTED BY UNITED STATES COPYRIGHT LAW AND INTERNATIONAL TREATY. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES.

The ASP Software is protected by copyright and licenses restricting its use, copying, distribution and decompilation.

This Agreement sets forth the entire agreement of the parties and supersedes any and all prior oral or written agreements or understandings between the parties as to the subject matter hereof. It may be changed only by a writing signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Advertiser may not assign this Agreement without the prior written consent of LICENSOR .

The parties' rights and obligations will bind and inure to the benefit of their respective successors, heirs, executors and joint administrators and permitted assigns. The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. This Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery shall have the same force and effect as delivery of an original document with original signatures.