

BREAKTHROUGH DATA INNOVATIONS

SERVICES AND USER AGREEMENT

1. Introduction.

This User Agreement ("Agreement") is an agreement between Breakthrough Data Innovations, Inc. (hereinafter referred to as "BDI"), a Georgia Corporation, and you (hereinafter referred to as "Customer"), and applies to the purchase of all services (collectively, the "Services") ordered by Customer. Activation of the Services shall indicate BDI's acceptance of this Agreement. Use of the Services shall indicate Customer's acceptance of this Agreement. Subject to the terms and conditions of this Agreement, BDI will provide to Customer the Services selected by Customer set forth on the Order Form. BDI reserves the right to refuse service to anyone.

2. Amendment of Agreement.

This Agreement may be amended or modified from time to time. The version posted on the BDI website at www.bdiweb.net is the governing agreement except as superseded by specific Customer agreements.

3. Duration of Agreement and Cancellation Policy.

3.1 - The Initial Term of this Agreement shall be one billing cycle. After the Initial Term, this Agreement will be extended for successive terms, equal in length to the Initial Term, unless terminated or canceled by either party as provided herein.

3.2 - This agreement may be terminated by either party at the renewal/anniversary date by giving the other party notice at least 15 days prior to the renewal/anniversary date of the Term. This Agreement may also be terminated by BDI for nonpayment, or, without notice, if in BDI's sole judgment Customer has in any way breached this Agreement (Termination for Cause).

3.3 - BDI may also terminate this agreement in its sole discretion at any time for any or no reason, by giving Customer 72 hours notice (Termination without Cause). In the event of BDI executing such termination prior to the renewal/anniversary date, BDI's sole liability shall be to refund Customer's unused prepaid service fees pro rata.

3.4 - With the exception of paragraph 3.3, above, if BDI cancels this agreement pursuant to the terms outlined in this Agreement, BDI shall not refund to Customer any fees paid or prepaid in advance of such cancellation and Customer shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation. In the event that BDI terminates the agreement for cause all prepaid hosting fees will be forfeited and are not refundable. Furthermore, due to the fact that damages are difficult to ascertain Customer consents that \$0 (zero dollars) per hosted domain and serviced package is reasonable.

4. Billing and Payment.

4.1 – All fees for design and/or web hosting are due in advance and shall be in accordance with BDI's fee schedule, which BDI will provide to Customer, and which may be amended from time to time. In the event that customer elects to pay with a credit card Customer authorizes BDI to charge all fees owed to such credit card at the time or up to 30 days before they become due. Customer agrees to pay a five percent (5%) late fee if customer's account or accounts become more than ten (10) calendar days overdue or if Customer's credit card is not accepted when a charge is processed. Fees for renewal periods after the Initial term shall become due 30 days before the first day of such renewal period. In addition, in the event that any amount due BDI remains unpaid thirty (30) calendar days after such payment is due, BDI, in its sole discretion,

may immediately terminate this Agreement, and/or withhold or suspend Services. Customer agrees that BDI may charge a \$50.00 (fifty dollars) fee to reinstate accounts that have been terminated or suspended. All taxes, fees and governmental charges relating to the Services provided hereunder (other than income taxes of BDI) shall be paid by Customer.

4.2 – In the event of mistake code previously written by BDI, and the mistake is the fault of BDI or its representatives, BDI will correct the mistake for no additional charge. However, the data programs created by BDI are customized to reflect the particular needs of BDI's customers. In the event Customer changes its mind regarding a particular issue, or in the event of miscommunication on the part of Customer, BDI will correct the mistake and charge Customer accordingly.

4.3 - Returned and refused checks will be assessed a \$30.00 charge.

4.4 - In the event Customer defaults under this Agreement, Customer agrees to be responsible for all fees incurred as a result of the default, including, but not limited to late fees, collection fees and expenses, court costs, as well as reasonable attorneys fees and expenses.

5. IP Address Ownership.

During the course of providing Services to customer BDI may assign to Customer an Internet Protocol address. Customer agrees that it has no right to a particular IP address under this agreement and accordingly BDI shall retain ownership of any IP address or addresses supplied by BDI and used by Customer under this Agreement. BDI reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion.

6. Caching.

Customer expressly grants to BDI a license to cache Customer's Content including content supplied by third parties and hosted by BDI under this Agreement and Customer agrees to indemnify and hold harmless BDI for any infringement of any third party's intellectual property rights thereby affected from said caching.

7. No Unauthorized Scripts or Executables.

Customer agrees not to run any scripts, executables or other programs or processes on BDI's servers or other equipment that will in any way adversely affect the performance of said equipment.

8. Bandwidth and Disk Usage.

Customer agrees that BDI will monitor and meter Customer's daily bandwidth and disk usage and in the event that Customer exceeds the bandwidth or disk usage allocated to each hosting package on any given day BDI may take corrective action which may, at BDI's sole discretion, include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement.

9. Intellectual Property Rights.

Customer acknowledges that BDI owns all trade names, trademarks, service marks, inventions, copyrights, trade secrets, patents, know-how and other intellectual property rights relating to the Services and their provision. Customer further acknowledges and agrees that nothing in this Agreement shall constitute a license to Customer to resell or trade under any of BDI's intellectual property.

10. Disclaimer of Warranty.

Customer agrees that its use of Services and its reliance upon information provided by BDI are entirely at Customer's own risk. Customer acknowledges and agrees that BDI exercises no control over, and accepts no responsibility for, the content of data, scripts, or other information passing through BDI's host computers, network hubs and points of presence or the Internet. **THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS. NEITHER BDI, ITS OWNERS, EMPLOYEES, AGENTS, NOR AFFILIATES MAKES ANY WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FOR THE SERVICES OR ANY EQUIPMENT PROVIDED IN CONJUNCTION THEREWITH. NEITHER BDI NOR ITS OWNERS, EMPLOYEES, AGENTS, OR AFFILIATES MAKES ANY WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO ANY OF THEM MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICES OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THE SERVICES. BDI IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM CUSTOMER OR STORED BY CUSTOMER OR ANY OF CUSTOMER'S CUSTOMERS VIA THE SERVICES PROVIDED BY BDI. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY ANY BDI EMPLOYEE, OWNER, OR AGENT WILL CREATE A WARRANTY; NOR MAY CUSTOMER OR ANY OF CUSTOMER'S OWNERS, EMPLOYEES, OR AGENTS RELY ON ANY SUCH INFORMATION OR ADVICE.** The terms of this section shall survive any termination of this Agreement.

11. Indemnification.

Customer agrees to indemnify, defend and hold harmless BDI and each of its respective officers, directors, employees, shareholders and agents (each an "indemnified party" and, collectively, "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to Customer's use of the Services, any violation by Customer of this agreement, any breach of any representation, warranty or covenant of Customer contained in this Agreement or any acts or omissions of Customer. The terms of this section shall survive any termination of this Agreement.

12. Security and Limitation of Liability.

12.1 – The security of Customer's information is of utmost importance to BDI, and BDI takes reasonable precautions to ensure security of said information, which includes backing-up site data at least weekly, backing-up server data at least monthly and storing the back-ups on a separate system. BDI also contracts with various providers of services, all of whom provide additional security measures, said measures having been carefully evaluated by BDI prior to its entering into any agreements with said providers. BDI also encourages Customer to take precautions to protect its data, and, for an additional charge, BDI will write additional script into data development that will allow Customer to conduct nightly back-ups of data. Additional information regarding BDI's security precautions may be obtained from any representative of BDI.

12.2 - By entering into this Agreement, Customer agrees that Customer has had adequate time to review BDI's security measures, and finds BDI's security measures to be sufficient. Customer agrees that neither BDI nor any of its employees, owners, or agents shall be held responsible or liable for situations where the Services are accessed by third parties through illegal or otherwise unauthorized means, including situations where such data is accessed through the exploitation of

security gaps, weaknesses or flaws (whether known or unknown to BDI at the time) which may exist in the Services or BDI's equipment used to provide the services.

12.3 - Under no circumstances, including negligence, shall BDI or any of its employees, owners, or agents be liable for any indirect, incidental, special, consequential or punitive damages, or loss of profits, revenue, data or use by Customer, any of its customers, any Reseller Customer or any other third party, whether in an action in contract or tort or strict liability or other legal theory, even if BDI has been advised of the possibility of such damages. No BDI representative shall be liable to Customer, or any other third party, for any loss or damages that result or are alleged to have resulted from the use of or inability to use the Services, or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, viruses, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to BDI's records, programs, equipment or services.

12.4 - Notwithstanding anything to the contrary in this Agreement, BDI's maximum liability under this Agreement for all damages, losses, costs and causes of actions from any and all claims regardless of the legal theory or the nature of the cause of action shall not exceed the actual dollar amount paid by Customer for the Services which gave rise to such damages, losses and causes of actions during the twelve (12) month period prior to the date the cause of action arose or the injury or loss occurred. This limitation of liability reflects an informed and voluntary allocation of risks between the parties and applies to risks both known and unknown that may exist in connection with this Agreement. The terms of this section shall survive any termination of this Agreement.

13. Prohibited Uses and Activities.

13.1 - BDI may immediately take corrective action, including removal of all or a portion of the Customer's content, and/or disconnection or discontinuance of any Services if Customer, or anyone accessing Customer's account or server space, engages in any activities prohibited under this Agreement. Examples of such violations include, but are not limited to, violations of intellectual property rights, spamming, destructive activities, hacking, the posting or distribution of child pornography, or the use of BDI's services to engage in any other illegal or prohibited activities, including engaging in any activity that, in BDI's sole and absolute discretion, disrupts, interferes with or is harmful to (or threatens to disrupt, interfere with, or be harmful to) BDI's business, operations, reputation, goodwill, customers and/or customer relations, or the ability of BDI's customers to effectively use the Services.

13.2 - In the event BDI determines that Customer has breached this Agreement by engaging in illegal activities, including those detailed in 13.1, above, BDI will consult with counsel and, upon the advice of said counsel, report said activities to the proper authorities. Customer will hold BDI harmless from any damages arising from making said reports.

14. Disclosure of Customer Information and Legal Process.

14.1- Customer confidentiality is important to BDI, and BDI will maintain strict guidelines regarding keeping all customer information private.

14.2 - Exceptions to 14.1, above, where BDI may disclose any information in its possession, including, without limitation, information about Subscribers, Internet transmissions and website activity, would be in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or official governmental request. Except where required by law, BDI has no obligation to notify any person, including the Subscriber about whom information is sought, that BDI has provided the information. Customer acknowledges the above exceptions

and agrees to them without reservation. Customer is also aware that BDI's complete Privacy Policy is available on its website, www.bdiweb.net.

15. Governing Law; Jurisdiction; Arbitration.

This Agreement shall be governed in all respects by Georgia law. Any controversy or claim arising out of, relating to or in connection with this Agreement, or the breach thereof, shall be subject to arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be selected by mutual agreement of the parties. An award rendered in connection with an arbitration pursuant to this Section shall be final and binding upon the parties and the parties agree and consent that the award shall be conclusive proof of the validity of the determinations of the arbitrations set forth in the award. In any legal action, the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees. The terms of this section shall survive any termination of this Agreement.

16. Assignment.

This Agreement shall be binding upon and inure to the benefit of Customer and BDI and their successors and permitted assigns.