

Computer Consulting Associates, Ltd (CCA)
Web Hosting Services and webPHOTOMaster
User Agreement

This Web Hosting Services and webPHOTOMaster User Agreement governs your purchase and use, in any manner, of all hosted and/or provided Services as described in the Order Form, ordered by you and accepted by CCA, and describes the terms and conditions that apply to such purchase and use of the Services. Certain Services may require an Additional Agreement as detailed in the following sections pertaining thereto. BY ACCEPTING THIS AGREEMENT, AND REGISTERING FOR AND/OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AS WELL AS ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE.

CCA reserves the right to add new Services and change, modify, or remove any of the Services and terms and conditions contained in this Agreement, and any policy or guideline incorporated by reference at any time and from time to time at its sole discretion, and to determine whether and when any such changes apply to both existing or future customers. Any changes or modification will be effective upon posting of the revisions on the webPHOTOMaster.com web sites (the "Web Site"). CCA will post a notice of such changes or modifications to this Agreement or Addendum/s on the Web Site for thirty (30) days. CCA may post changes or modifications to referenced policies and guidelines without notice to you. Your continued use of the Services following CCA's posting of such notices will constitute your acceptance of such changes or modifications. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCEPT THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF ANY MODIFICATION, DO NOT CONTINUE TO USE THE SERVICES AND IMMEDIATELY NOTIFY CCA OF YOUR TERMINATION OF THIS AGREEMENT IN THE MANNER DESCRIBED IN SECTION 1B BELOW.

I. Term and Payment for Services

A. Term

This Agreement shall be for an "Initial Term" of twelve (12) months from the order date as determined by your submission of the order forms at the time you register for the Services. This Agreement will be automatically renewed (the "Renewal Term") at the end of the Initial Term for the same period as the Initial Term unless you provide CCA with notice of termination at least thirty (30) days prior to the end of the Initial Term or the Renewal Term, whichever is applicable.

B. Termination Policy

- i. If you terminate your receipt of the Services prior to the end of the Initial Term or the Renewal Term, whichever is applicable, (a) CCA shall not refund to you any fees paid in advance of such termination and (b) you shall be required to pay the lesser of three (3) times the standard monthly charge or 100% of CCA's standard monthly charge for each month remaining in the term, unless otherwise expressly provided herein. Your termination request must be submitted to CCA in the manner described in Section 1A. CCA may terminate this Agreement at any time and for any reason by providing to you thirty (30) days prior written notice of termination. If CCA terminates this Agreement, CCA shall refund to you the pro-rata portion of pre-paid fees attributable to Services not yet rendered as of the termination date unless otherwise expressly provided herein.
- ii. Liability and Obligations on Termination: Should the Agreement expire or be terminated for any reason, CCA shall not be liable to you because of such expiration or termination for compensation, reimbursement or damages for loss of prospective profits, anticipated sales, goodwill or for expenditures, investments, leases or commitments in connection with your business, or for any other consequential damages whatsoever either preceding or following such termination or expiration. Any termination of this Agreement shall not relieve you of any obligations to pay fees and costs accrued prior to the termination date and any other amounts owed by you to CCA as provided in this Agreement.

C. Charges

- i. You agree to pay for all charges attributable to your use of the Services at the CCA prices in effect at the time of such use, which shall be exclusive of any applicable taxes. You shall be responsible for the payment of all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the Services. You shall be responsible for paying any banking fees associated with the Services, including but not limited to credit card fees, returned check fees, chargeback fees, wire transfer fees, and processing fees. Your account will be assessed a returned check fee for each returned check associated with your account, a chargeback fee for each credit card chargeback associated with your account, and a wire transfer fee for each payment received by wire transfer. These fees are non-refundable and subject to change without notice.

D. Payment:

- i. All charges for Services must be paid in advance according to the current price applicable to the Services at the time of use. Upon registration for Shared Hosting Services or Dedicated Hosting Services, you must choose to pay for the Services either by credit card or upon your receipt of an invoice. If you choose to pay by credit card upon registering for Shared Hosting Services or Dedicated Hosting Services, you thereby authorize CCA to charge your credit or debit card to pay for any charges that may apply to your account.
- ii. You agree that CCA may accumulate any supplemental charges, as described in the Order Form, incurred by you in your use of the Services ("Supplemental Charges") until such charges exceed \$10 and then charge your card.
- iii. You must notify CCA of any changes to your card account (including, without limitation, applicable account number or cancellation or expiration of the account), your billing address, or any information that may prohibit CCA from charging your account.
- iv. If you choose to be invoiced upon registration for Shared Hosting Services or Dedicated Hosting Services, CCA will send an invoice to you for the Services applicable to the period for which you have registered for the Services. CCA may also send periodic invoices to you for any applicable Supplemental Charges associated with your use of the Services. You agree to pay to CCA the amount indicated in each invoice by the due date reflected on the invoice.
- v. If you fail to pay any fees and taxes within ten (10) days from applicable due date for credit card or invoice payments, late charges of \$10 or one-and-one-half per cent (1.5%) per month, whichever is greater, or the maximum allowable under applicable law shall also become payable by you to CCA. In addition, your failure to fully pay any fees and taxes within ten (10) days after the applicable due date will be deemed a material breach of this Agreement, and therefore cause termination of this Agreement.
- vi. You are responsible for any fees associated with reinstatement of Services. Any such termination would not relieve you from paying past due fees plus interest. In the event of collection enforcement, you will be liable for any costs associated with such collection, including, without limitation, reasonable attorneys' fees, court costs and collection agency fees. This agreement shall be governed by the laws of the Commonwealth of Virginia. Adjudication shall occur in the county of Fairfax, Virginia.

E. 30-Day Money Back Guarantee

- i. Notwithstanding Sections 1A through 1D, if you are not fully satisfied with the Services and the Services provide for a 30-day money back guarantee, you may terminate this Agreement at any time during the first thirty (30) days from your initial order date and receive a full refund of all payments made by you to CCA for the Services, exclusive of setup fees, hardware fees, installation fees, or fees paid for domain registration. To receive such refund, you must terminate this Agreement in the manner described in Section 1A and cease using the Services, and CCA must receive your termination notice, within the above described thirty (30) day period. You agree to provide CCA with a description of why you are not satisfied with the Services and are terminating this Agreement.

F. All terms and conditions herein are binding on you, your assignees, employees, representatives, heirs, and estate.

2. Use of Services

A. Applicable Policies

The CCA Acceptable Use Policy governs the general policies and procedures for use of the Services. CCA's Privacy Policy governs how CCA collects, stores, processes and uses information associated with your use of the Services. The Acceptable Use Policy and the Privacy Policy are posted on CCA's web site and may be updated from time to time. **YOU SHOULD CAREFULLY READ THE ACCEPTABLE USE POLICY. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THE ACCEPTABLE USE POLICY AND ANY MODIFICATIONS THERETO. CCA RESERVES THE RIGHT TO TERMINATE YOUR ACCOUNT FOR ANY VIOLATION OF THE USAGE GUIDELINES OR THIS AGREEMENT.**

B. Account Information

You agree to provide CCA with accurate and updated account and contact information. This includes but is not limited to name, address, phone number, e-mail address, and payment information. Failure to provide and maintain accurate information may, at CCA's sole discretion, be deemed a breach of this agreement. It is not CCA's responsibility if we are unable to contact you as a result of inaccurate account information.

C. Material and Product Requirements

You must ensure that all material and data placed on CCA's equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation by CCA. CCA will make no effort to validate any of this information for content, correctness or usability. In the event that your material is not "server-ready", CCA

has the option at any time to reject this material. CCA will notify you of its refusal of the material and afford you the opportunity to amend or modify the material to satisfy the needs and/or requirements of CCA. Use of the Services beyond the intended purpose for the webPHOTOMaster requires a certain level of knowledge in the use of Internet languages, protocols and software. This level of knowledge varies depending on the anticipated use and desired content. CCA will provide an estimate of fees to provide extended Services, if needed. If you chose to provide your own development, you must have the necessary knowledge to create and maintain a web site, and it will not then be CCA's responsibility to provide this knowledge or customer support outside of the Services agreed to by you and CCA.

D. Bandwidth, Storage, and E-Mail Usage

You agree that use of the Services hereunder will not exceed the bandwidth, storage and e-mail usage norms as determined solely by CCA. We will make reasonable effort to provide capacity to meet extremely large requirements. If you use any bandwidth, storage space, or e-mail storage in excess of the norm beyond which CCA is able to acquire additional capacity without additional cost, then CCA may, at its sole discretion, assess you with additional charges, suspend the performance of the Service, or terminate this Agreement. In the event that CCA elects to terminate the agreement, you will not be entitled to a refund of any unused pre-paid fees. Action and any conclusion under this paragraph will be as a result of a negotiation between the parties.

E. Domain Names

As one of the Services, CCA will register such domain name(s) as selected by you, provided that such domain name(s) is(are) available for registration and does(do) not violate any domain name registration policies, or any law or regulation. If you provide CCA with registered domain name(s), you agree to promptly reimburse CCA for any fees paid by CCA to your registrar or other registration Services with respect to the registration and maintenance of such domain name(s). In the event of any dispute or cause of action arising out of or related to your domain name used in connection with the Services, upon your request CCA will attempt to register an alternative domain name chosen by you. You agree to be bound by the terms of domain name registration policy and/or the policies of the national DNS registration authorities to which you became subject upon registration of your domain name. The inability to use a domain name shall not entitle you to a refund of any fees paid with respect to the registration of such unusable domain name and fees advanced on your behalf to a registrar shall be due according to invoice terms when billed by CCA.

The free domain name offer is applicable only when offered and only at the time of initial purchase of Services or the purchase of additional Services specially marked for such promotion. Hosting plans and Services receiving a free domain are obligated to a 1-year term. If Service is cancelled prior to 1-year, the domain name will remain the property of CCA, or can be purchased outright separately for a fair fee. The free domain name is applicable for the duration of the account and no additional billing will be incurred. This offer is good for new domain name registrations and does not include renewal or transfer of domain names. One free domain name per order and offer is valid for domain extensions .com, .net, .org, .info, .biz, and .us. Valid only for domains registered with CCA for specified offers. CCA reserves the right to cancel this promotion at any time and without notice.

3. Intellectual Property Rights

A. Your License Grant to CCA

You hereby grant to CCA a non-exclusive, worldwide, and royalty-free license for the Initial Term and Renewal Terms to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use your content as necessary for the purposes of rendering and operating the Services for you under this Agreement. You expressly (a) grant to CCA a license to cache materials distributed or made available for distribution via the Services, including content supplied by third parties, and (b) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

B. Your Warranties And Representations to CCA

You warrant, represent, and covenant to CCA that (a) you are at least eighteen (18) years of age; (b) you possess the legal right and ability to enter into this Agreement; (c) you will use the Services only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines; (d) you will be financially responsible for the use of your account; (e) you have acquired or will acquire all authorization(s) necessary for hypertext links to third-party web sites or other content; (f) you have verified or will verify the accuracy of materials distributed or made available for distribution via the Services, including, without limitation, your content, descriptive claims, warranties, guarantees, nature of business, and address where business is conducted; (g) your content does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance; and (h) you

will defend CCA and hold it harmless should any of the forgoing of this Section be challenged, regardless of outcome.

C. CCA Materials And Intellectual Property

All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by CCA or its suppliers or agents pursuant to this Agreement, and any know-how, methodologies, equipment, or processes used by CCA to provide the Services to you, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of CCA or its suppliers. CCA shall also maintain and control ownership of all Internet protocol ("IP") numbers and addresses that may be assigned to you by CCA. CCA reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

D. Upload Terms and Conditions:

CCA and/or its division, webPHOTOMaster (WPM) are not liable for unauthorized reproduction of trademarks, copyrighted, or otherwise protected works uploaded by you. You must honor creative ownership. Proper use of legal releases and permissions for use of trademarks, copyrighted, and otherwise protected materials, such as photos, graphics, music, or any other material on your site is your sole responsibility. Further, you agrees that CCA shall be indemnified, held harmless and made whole should any damages be incurred by CCA as a result of your unauthorized use of any protected materials.

4. Enforcement

A. Investigation of Violations

CCA may investigate any reported violation of this Agreement, its policies or any complaints and take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, customers and/or third parties. CCA will not access or review the contents of any e-mail or similar stored electronic communications except as required or permitted by applicable law or legal process.

B. Actions

CCA reserves the right and has absolute discretion to restrict or remove from its servers any content that violates this Agreement or related policies, or is otherwise objectionable or potentially infringing on any third party's rights, or in potentially violation of any laws. In the event of becoming aware of any possible violation by you of this Agreement, any related policies, third party rights, or laws, CCA may immediately take corrective action, including, but not limited to, (a) issuing warnings, (b) suspending or terminating the Services, (c) restricting or prohibiting any and all uses of content hosted on CCA's systems, and/or (d) disabling or removing any hypertext links to third-party web sites, any of your content distributed or made available for distribution via the Services, or other content not supplied by CCA which, in CCA's sole discretion, may violate or infringe any law or third-party rights or which otherwise exposes or potentially exposes CCA to civil or criminal liability or public ridicule. It is CCA's policy to terminate repeat infringers. The above stated rights of action, however, do not obligate CCA to monitor or exert editorial control over the information made available for distribution via the Services. In the event CCA terminates this agreement due to such possible violation, CCA shall not be obligated to refund to you any fees paid in advance of such corrective action.

C. Disclosure Rights

To comply with applicable laws and lawful governmental requests, to protect CCA's systems and customers, or to ensure the integrity and operation of CCA's business and systems, CCA may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e., name, e-mail address, etc.), IP addressing and traffic information, usage history, and content residing on CCA's servers and systems. CCA also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. To the extent any inconsistency exists between any terms of CCA's Privacy Policy and CCA's right or obligation to disclose under this section, CCA's right or obligation to disclose under this section will control.

5. Warranty Disclaimer

You acknowledge and agree that CCA exercises no control over, and accepts no responsibility for, the content of the information passing through CCA's host computers, network and points of presence, or the Internet. ALL SERVICES PERFORMED HEREUNDER ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING, WITHOUT LIMITATION, ANY FAILURE DUE TO COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CCA DOES NOT MAKE AND HEREBY DISCLAIMS, AND YOU HEREBY WAIVE ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

6. Limitation and Exclusion of Liability

A. Limitations

In no event shall CCA or its suppliers have any liability for unauthorized access to, or alteration, theft or destruction of information distributed or made available for distribution via the Services through accident, fraudulent means or devices. Neither CCA nor its suppliers shall have liability with respect to CCA's obligations under this agreement, the addendum or otherwise for consequential, exemplary, special, incidental, or punitive damages even if CCA has been advised of the possibility of such damages. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages so the foregoing limitation or exclusions may not apply to you. In any event, the liability of CCA and its suppliers to you for any reason and upon any cause of action shall be limited to the amount actually paid to CCA by you under this agreement and the addendum during the three (3) months immediately preceding the date on which such claim occurred. This limitation applies to all causes of action in the aggregate, including, without limitation, to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. The fees for the Services set by CCA hereunder have been and will continue to be based upon this allocation of risk. Accordingly, you hereby release CCA and its suppliers from any and all obligations, liabilities, and claim in excess of the limitation stated in this section.

B. Interruption of Service

You hereby acknowledge and agree that CCA and its suppliers will not be liable for any temporary delay, outages or interruptions of the Services. Further, CCA shall not be liable for any delay or failure to perform its obligations under this Agreement, where such delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications or third-party supplier failure).

7. Indemnification

You hereby release and hold harmless, and agree to indemnify CCA and its affiliates and suppliers (and their respective employees, directors and representatives) against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by CCA or its suppliers, arising out of or relating to (a) your violation or breach of any term, condition, representation or warranty of this Agreement, the Addendum or any applicable policy or guideline; (b) your improper or illegal use the Services; or (c) your violation, alleged violation, or misappropriation of any intellectual property right (including, without limitation, trademark, copyright, patent, trade secrets) or non-proprietary right of a third party (including, without limitation, defamation, libel, violation of privacy or publicity).

8. MISCELLANEOUS PROVISIONS

A. Entire Agreement

This Agreement and all policies incorporated herein by reference, constitutes the entire agreement between you and CCA with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement and the related policies.

B. No Fiduciary Relationship; No Third-Party Beneficiaries

CCA is not the agent, fiduciary, trustee or other representative of you. Except for the rights of CCA's suppliers under sections 6 and 7 hereof, nothing expressed or mentioned in or implied from this Agreement is intended nor shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the parties hereto.

- C. Amendments
Except as expressly provided in this Agreement, no amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the parties.
- D. Identification
CCA may, free of any obligation to pay compensation, use your name and identify you as a CCA client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.
- E. Choice of Law and Forum
THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF VIRGINIA, WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT TO ARBITRATION BEFORE A MUTUALLY AGREED UPON ARBITRATOR AND METHOD IN FAIRFAX COUNTY, VIRGINIA. SHOULD YOU FAIL TO AGREE TO ARBITRATION WITHIN 10 DAYS OF ACTION BEING SOUGHT, THEN YOU AGREE TO DEFAULT JUDGEMENT AGAINST YOU IN THE FEDERAL OR STATE COURTS LOCATED IN FAIRFAX COUNTY, VIRGINIA, AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.
- F. Compliance With Laws
You shall at all times comply with all applicable laws and regulations and shall indemnify and save CCA harmless from your failure to so comply. You agree that CCA shall not have to perform any obligations set forth in this Agreement if such performance would violate any present or future law, regulation or policy of any applicable government.
- G. Non-Assignment
You may not assign this Agreement or any right or obligation hereunder, by operation of law or otherwise, without CCA's prior written consent. CCA may assign its rights and obligations under this Agreement, and may utilize affiliate and/or agents in performing its duties and exercising its rights hereunder, without your consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.
- H. No Waiver
CCA's failure to enforce the strict performance of any provision of this Agreement or Addendums, if applicable, will not constitute a waiver of CCA's right to subsequently enforce such provision or any other provisions hereunder.
- I. Severability
Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement and Addendums, if applicable, shall nonetheless remain in full force and effect and, if the subject term or provision is deemed to be invalid, void or unenforceable only with respect to a particular application, such term or provision shall remain in full force and effect with respect to all other applications.
- J. Headings
The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- K. Survival
All provisions of this Agreement and the Addendum relating to your warranties, intellectual property rights, limitation and exclusion of liability, your indemnification obligations and payment obligations shall survive the termination or expiration hereof and thereof.

This is the entire agreement.