

**Web Hosting Agreement of Centurion Systems, Inc.
1408 Live Oak Rd.
Castle Rock, CO 80104
USA**

SUBSCRIPTION - Centurion Systems, Inc. and its applicable affiliates and distributors ("Centurion") hereby agrees to provide, and you ("End User") hereby agree to subscribe, during the term of this Agreement, for Web hosting and telecommunications services to maintain the availability of your Web site via the Internet ("Hosting Services"). Hosting Services shall be provided by Centurion to End User in consideration for the payment of applicable fees and in accordance with terms and conditions set forth in this Agreement. End User understands that Centurion is providing Hosting Services to End User and other customers, and such services are non-exclusive, non-transferable, and only for personal and lawful use during the term of this Agreement. In the event that the End User is a corporation or other entity, then personal use shall mean an individual use by the corporation or other entity subscribing to Hosting Services under this Agreement. FEES - End User shall pay Centurion for Hosting Services by direct debit or other such method as the parties may agree, and End User authorizes Centurion to automatically charge End User by such method on an on-going basis during the term of this Agreement. Billing cycles shall begin on the first day of each month and End User shall be charged in advance for Hosting Services. Fees for Hosting Service shall be charged according to Centurion's then-current prices for such services which may be changed upon thirty (30) days written notice to End User. Current fee information is available at: <http://www.centsi.com/services/hosting.asp>. Interest charges of 1% per month will accrue daily on any unpaid balance which is more than 30 days old.

END USER REQUIREMENTS - End User shall be responsible for producing and uploading HTML files, execution scripts, applets and applications ("Upload Materials") to the Hosting Services, either electronically or through Centurion, and End User hereby warrants that all Upload Materials shall be owned or properly licensed by End User and shall not adversely impact the Hosting Services or violate any rights of any third parties. End User shall be responsible for ensuring that all Upload Materials will function properly and as intended by End User, and that assistance requested by End User from Centurion to cause the Upload Materials to function properly and/or as intended by End User shall be chargeable at Centurion's then-current rates for such services. If Upload Materials are provided by End User electronically, End User shall provide and is responsible for maintaining all computer hardware, software, telecommunications equipment and service required to produce and upload HTML files, execution scripts, applets and applications to the Hosting Services. This typically includes a PC with operating system, dialer and TCP/IP protocol, Web site creation/builder software, terminal or browser software, modem and phone service. If Upload Materials are provided by End User through Centurion, the parties shall agree to a compatible method of transfer for such materials. End User shall also provide a unique URL to identify its Web site and password for authenticating End User each time End User accesses to Hosting Services for uploads. End User and Centurion shall keep such password confidential, but not the URL. Unless specifically agreed to in writing by Centurion, End User shall not have and shall not assert any claim, right, title or ownership to any URL and/or password.

HOSTING SERVICES - Centurion shall provide and is responsible for maintaining sufficient storage capacity and at least redundant T-3 access (45 megabits per second) to the server on which End User's Web site is loaded.

Hosting Services may only be used for lawful purposes and lawful commercial use is both permitted and encouraged. End User agrees to abide by the terms of Centurion's then current Acceptable Use Policy. The terms of Centurion's then current Acceptable Use Policy is expressly incorporated into and made a part of this Agreement. Centurion exercises no control whatsoever over the content of End User's Web site or information passing to/from End User through the Hosting Services. Providing of content and use of any information obtained through the Hosting Services is at End User's own risk and Centurion specifically disclaims any warranty or responsibility for the accuracy or quality of information provided or obtained through such use. Transmission of any materials in violation of any U.S. or state regulation is expressly prohibited, including, but not limited to, material protected by copyright, patent trademark or trade secret; or materials that may be deemed threatening, indecent or obscene. Centurion has no obligation to monitor the Hosting Service but may do so and may disclose information regarding End User's use of the Hosting Service for any reason if in the sole discretion of Centurion we believe that it is reasonable to do so, including to: satisfy laws, regulations, or governmental requests; operate the Hosting Service properly; or protect itself and its subscribers. Centurion, in its sole and absolute discretion, may remove or refuse to post any information or materials, in whole or in part. End User agrees to indemnify, defend and hold harmless Centurion from any claims, costs, liabilities and attorney's fees arising from End User's use of the Hosting Services which damages Centurion or another party.

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LIMITED WARRANTY - Centurion warrants during the term of this Agreement that the Hosting Services, when operated as directed by End User and/or accessed over the World Wide Web by another party, will substantially conform to material portions of

Centurion's then-current published documentation. Centurion does not warrant, however, that your use of uninterrupted or error free. If the Hosting Services are found to be defective, Centurion's sole responsibility under this warranty shall be, at Centurion's sole discretion, to: (i) advise the End User how to achieve substantially the same functionality with the Hosting Services using a procedure different from that described in the Documentation, (ii) correct the Hosting Services or Documentation, (iii) replace the Hosting Services, or (iv) if these remedies are impractical, terminate this Agreement and refund the unused fees paid by End User for such services. Centurion shall use reasonable commercial efforts to carry out all of its responsibilities under this warranty within thirty (30) days of being notified by you of a potential defect.

THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY CENTURION. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CENTURION AND ITS SUPPLIERS MAKE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND CENTURION AND ITS SUPPLIERS MAKE NO WARRANTY OF NONINFRINGEMENT OF THIRD PARTIES' RIGHTS WITH RESPECT TO THE HOSTING SERVICES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES LAST, SO SOME LIMITATIONS MAY NOT APPLY TO YOU. NO CENTURION EMPLOYEE, AFFILIATE OR BUSINESS PARTNER IS AUTHORIZED TO MAKE CHANGES OF ANY KIND TO THIS WARRANTY.

THIS WARRANTY PROVIDES YOU WITH SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

LIMITATION OF LIABILITY - NOTWITHSTANDING ANY PROVISION HEREOF TO THE CONTRARY, IN NO EVENT WILL CENTURION, ITS AFFILIATES, BUSINESS PARTNERS OR SUPPLIERS BE LIABLE TO YOU FOR (1) GENERAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR (2) ANY DAMAGES RESULTING FROM LOSS OF USE, DATA PROFITS, GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE HOSTING SERVICES, WHETHER IN AN ACTION BASED ON ANY LEGAL THEORY, CONTRACT, TORT OR OTHERWISE, EVEN IF CENTURION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CENTURION'S OR ITS SUPPLIER'S TOTAL LIABILITY FOR ANY DAMAGES IN ANY ACTION HOWEVER BASED ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE HOSTING SERVICES EXCEED THE FEE PAID TO CENTURION BY END USER IN THE PRECEDING THIRTY (30) DAYS UNDER THIS AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH, OR IF ANY LIMITED WARRANTY OR LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

TERM - This Agreement shall have an initial term of thirty (30) days and shall renew automatically thereafter on a month-to-month basis until terminated upon thirty (30) days written notice by either party. The Agreement shall terminate at any time upon notice from Centurion if End User fails to comply with the terms and conditions

herein. End User acknowledges and agrees that termination of this Agreement for any reason during the initial term can, at Centurion's option, result in pro rata charges according to the number of months remaining in the initial term. Termination for any reason does not alleviate End User from its obligation to pay Centurion all sums owed through the effective date of termination.

MISCELLANEOUS - This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all such prior agreements and representations between them. No amendment or modification to this Agreement, or of the Acceptable Use Policy, by End User shall be valid or binding on Centurion unless Centurion agrees to it in writing. Centurion reserves the right to amend, alter, or modify this Agreement, and the Acceptable Use Policy, at any time and in any manner. Any amendment, alteration, or modification is effective ten (10) days after posting on Centurion's Web site at <http://www.centsi.com>

Neither party shall be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to, acts of God, or strikes.

The waiver by either party of any of the rights, obligations, limitations, terms and conditions of this Agreement shall not constitute a waiver of any past, current or future obligation to comply with such provisions and no waiver shall be effective unless made in writing and approved by an authorized representative of both parties. In the event any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be reformed to the extent necessary to make it enforceable, or severed, and in either event the entire Agreement shall not fail on account thereof and the balance of the Agreement shall continue in full force and effect. This Agreement shall be governed by the substantive, but not conflict, laws of the State of Colorado, except as governed by United States Federal Law. End User irrevocably submits to the non - exclusive jurisdiction and venue of the state and federal courts located in the State of Colorado, United States of America. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

U.S. GOVERNMENT RESTRICTED RIGHTS: The Software and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by or for the U.S. Government is subject to restrictions set forth in DFARS 252.227-7013 (c)(1)(ii), FAR 52.227-19 and Clause 18-52.227-86(d) of NASA Supplement to the FAR as applicable. Contractor/manufacturer is Centurion Systems, Inc. 1408 Live Oak Rd., Castle Rock, Colorado 80104, Attention Hosting Services.

Under California Civil Code Section 1789.3, California subscribers are entitled to the following specific consumer rights information: the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814 or by telephone at (916) 445-1254.