

Hosted Application Service Agreement

The following agreement is between iContracts, Inc. ("Service Provider") of 1011 Route 22 West, Suite 104, Bridgewater, NJ 08807 and You ("Client").

WHEREAS, The Service Provider is an Application Service Provider offering the use of Internet Based software applications, storage and transfer of documents and other information over the Internet, and programming and consulting services;

WHEREAS, The Service Provider is agreeable to providing such services to the Client, on the terms and conditions as set out in this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows;

1. Description of Services

Service Provider will host, on Service Provider's equipment or equipment leased or rented by Service Provider, specific software applications for Client's business or personal activities.

Software applications hosted by Service Provider may be written, created, or modified by Service Provider or Service Provider's contractors, or may be written by third parties unrelated to Service provider. This Service Agreement specifically includes the CourseWebs Learning Management System. Service Provider determines which applications will be run from and hosted on Service Provider's equipment.

2. Availability

Service Provider maintains an automated system to backup all Client databases, application files, and additional files uploaded by the Client to Service Provider's equipment. Backups are made no less than one time per day and moved to an offsite data storage facility no less than one time per week.

Subject to the terms and conditions of this Agreement, Service Provider shall use commercially reasonable efforts to provide services on a twenty-four (24) hours a day, seven (7) days a week basis throughout the term of this Agreement. Service Provider retains automated equipment monitors and issues will be addressed upon detection. Client agrees that from time to time the services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that Service Provider may undertake from time to time; or (iii) causes beyond the control of Service Provider or that are not reasonably foreseeable by Service Provider, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Service Provider will provide at least 48 hour notice prior to extended maintenance lasting more than 15 minutes. Client further agrees that the availability of the services may be inaccessible during periods of time for which Client has scheduled upgrades or downgrades to the services or hosted applications. Client agrees that Service Provider has no control of availability of the services on a continuous or uninterrupted basis.

Service Provider makes no warranties or representations of any kind, whether expressed or implied for the service it is providing, beyond the representations made on Service Provider's website (coursewebs.com) as of the date of execution of this Agreement. Service Provider states that the information contained on its website is accurate as of the date of execution of this Agreement, to the best of its knowledge. Subject to the aforesaid website representations, Service Provider also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages, monetary or otherwise, that may be suffered by the Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Client. Use of any information obtained by way of Service Provider is at the Client's own risk, and Service Provider specifically denies any responsibility for the accuracy or quality of information obtained through its services. Service Provider expressly limits its damages to the Client for any non-accessibility time or other

downtime to the pro-rata monthly charge during the system unavailability. Service Provider specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

Contacting Support:

Email: support@coursewebs.com

Support Tickets: <http://support.coursewebs.com>

3. Financial Arrangements:

a) Length of service

Client agrees to an initial one (1) or twelve (12) month contractual term of service ("Term"). The length of contract required is based on the type of service desired by the Client and shall be agreed upon by Service Provider and Client.

b) Service start date

The first payment plus setup charges, if any, shall be due in advance of any service provided. Service shall begin upon Service Provider's receipt of payment for such first Term of service or upon a mutually agreed upon other date.

a) Terms

The parties agree that the Client shall pay rates of \$279.00 per month for our "Basic" plan or \$389.00 per month for our "Advanced" plan, in advance and without demand. In the event Client requests Service Provider to perform customization of software applications, such customization shall be billed at the rate of \$150.00 per hour.

c) Renewal by client

This agreement will automatically renew for successive one (1) or twelve (12) month Terms unless canceled in writing by Client at least 10 days prior to the end of Term renewal date. Renewal prices are subject to change. Renewal of services by Client indicates agreement to any Contract revisions and price changes.

d) Failure to pay

In the case of an application hosted on Service Provider's hosting server, failure of Client to remit payment to Service Provider by the invoice due date is cause for removal of the Client's application files from the Service Provider's hosting server. Client agrees that Service Provider shall not be held liable for such removal or disconnection.

e) Refund policy

Setup charges, customization, programming fees, consulting fees, and fees for hosting services are not refundable under any circumstances.

4. Copyrights

a) The Client retains any copyrights on any content created by Client including content pages, exam questions, and forum posts, uploaded documents, images, and videos.

1) The Client warrants to the Service Provider that any Client content is original and that he/she is the sole author or Client has the full power to make this agreement and publish this content on the Internet. The Client indemnifies the Service Provider against any losses and other expenses, including reasonable attorney's fees, after final judgment of any claim or action against any of all of these warranties.

b) All Service Provider libraries, source code, distributable files, and other files remain Service Provider's exclusive property. Regardless of any modifications that you or Service Provider makes, Client may not distribute any files (particularly Service Provider's source code and other non-executable files) except those that Service Provider has expressly designated as distributable files.

c) Any additional features or capabilities, cosmetic changes to any User Interface, or additions to the code-base, database, or any files associated with any Service Provider's applications or intellectual property remain the exclusive property of Service Provider regardless of origin of the concept of the additional features or capabilities.

5. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE AND SERVICE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

LIMITATION OF LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SERVICE PROVIDER BE HELD LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. High Risk Activities

Service Provider's Software is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Service Provider and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

7. Confidentiality

All information, whether printed, written, electronic, or oral, furnished by either party to the other, its agents, or employees, shall be held in confidence and for business purposes only. Dissemination to any third party shall constitute breach of this Agreement.

8. General Provisions

This statement may only be modified in writing signed by you and an authorized officer of Service Provider. If any provision of this statement is found void or unenforceable, the remainder will remain valid and enforceable according to its terms. The covenants and conditions contained in this agreement shall apply to and bind the parties, heirs, legal representatives and assigns of the parties.

The parties have read and understand the whole of this Agreement and state that no representation, promise, or agreement not expressed in this contract has been made to induce such party to enter into it.

This statement shall be construed, interpreted and governed by the laws of the State of New Jersey, U.S.A. This statement gives you specific legal rights; you may have others which vary from state to state and from country to country. Service Provider reserves all rights not specifically granted in this

statement. Any and all suits for any and every breach of this Agreement must be instituted and maintained in any court of competent jurisdiction in the County of Cumberland, State of New Jersey.