



MACRODOMARKETING&DESIGN
IMAGE IS ONE THING, HAVING IT SEEN IS EVERYTHING ELSE.

MACRODO

Sales: 1-800- 494-1360 | Fax: 1-877-856-0929

Email: Info@Macrodo.com

Please fax or email this agreement

WEB HOSTING AGREEMENT

1. Definitions.

1.1 "Customer" means the persons, entity or agents and authorized representatives accepting this agreement.

1.2 "Content" means all text, pictures, sound, graphics, video, links, and other data stored by Customer on MACRODO's server computers.

1.3 "Website" means pages presenting the Content stored by Customer on MACRODO's server computers.

1.4 "User" means users of Customer's Website.

1.5 "User Content" means all text, pictures, sound, graphics, video, links, and other data stored by Users on MACRODO's server computers.

1.6 "Confidential Information" means information that Customer takes reasonable steps to maintain in confidence and identifies in writing to MACRODO as confidential.

2. Web Hosting.

2.1 - Hosting.

MACRODO will provide dedicated or shared server computers, to be used with an Internet address for storage and access of Content, User Content, and the Website. The Website, Content, and User Content must be "server-ready." MACRODO will provide bandwidth and storage according to Customers needs. If Customer requires additional bandwidth or storage, MACRODO will negotiate in good faith to amend this Agreement unless MACRODO's server computers cannot accommodate the requested bandwidth or storage.

2.2 - Website Backup.

MACRODO will backup the Website in a commercially reasonable manner. However, MACRODO is not responsible for lost Content or lost User Content. Website backups will be stored by MACRODO for no longer than 14 days. MACRODO will provide, at Customer's expense, an electronic copy of the backup Website to Customer upon written request by Customer. Backups are intended for disaster recovery, not the restoration of individual files.

2.3 - Server Logs.

As requested by Customer, MACRODO will deliver to Customer in electronic form the Server Log of Website activity. Customer server logs will be stored in their public html folder, for approximately 30 days. MACRODO may, at its option, charge a fee to Customer for additional space required to store oversized logs.

2.4 - Standards.

MACRODO's services will conform to the following:

2.4.1 - Availability of Website.

MACRODO will provide hosting services for the Website that meet reasonable commercial standards for, among other matters, packet loss, accessibility, latency, availability, and throughput.

2.4.2 - Security.

MACRODO will take commercially reasonable steps to prevent unauthorized access to the Website, Content, User Content, and Confidential Information stored on MACRODO's server computers.

2.4.3 - Server/Network Computer Outages.

MACRODO will employ best efforts in providing advance notice to Customer of scheduled server computer/network outages.

2.4.4 - Disclaimers.

MACRODO provides no equipment, software, or communication connections to Customer. MACRODO makes no representations, warranties or assurances that the Customer's equipment, software, and communication connections will be compatible with MACRODO's hardware and service.

3. Ownership of Content.

All Content and User Content stored by Customer on MACRODO's server computers shall at all times remain the property of Customer. Customer grants to MACRODO a non-exclusive, worldwide license to the Content and User Content only to the extent necessary for MACRODO to host the Website.

4. Content Control.

4.1 - Lawful Purpose.

Customer will only use MACRODO's hardware and services for lawful purposes and Customer will not store or provide any Content or User Content or link to any material that violates foreign, federal, state or local law, the Terms of Service of Exhibit B and any modifications thereof, MACRODO's posted Acceptable Use Policy, or any other MACRODO policy.

4.2 - Remedy for Violation.

Should MACRODO become aware that Customer has violated Part 4.1, MACRODO may, at its option, remove the Content or User Content in violation, immediately terminate hosting Customer's Website under Part 6.3, and/or notify authorities. If hosting is terminated, MACRODO may, in its sole discretion, reinstate hosting upon adequate showing of Customer's right to use the Content or User Content.

5. Payments.

5.1 - Fees.

Customer shall pay fees agreed upon during account sign up. MACRODO will invoice yearly (unless otherwise agreed in writing), and payment is due fourteen (14) days from invoicing. In the case of credit card payments MACRODO will automatically charge Customer Credit Card on file all fees associated with the account on the due date. MACRODO may, at its option, charge a 10% fee for late payments.

5.2 - Returned Checks and Declined Credit Cards may incur a fee.

5.3 - Account Updates.

It is the responsibility of the customer to maintain accurate billing information with MACRODO. This may include updated credit card information, email address and mailing address.

5.4 - Taxes.

Customer is solely liable for any taxes or fees payable for products or services sold by Customer on the Website.

6. Terms and Termination.

6.1 - Term.

The initial term is agreed upon during account sign up. After the initial term, this Agreement will automatically renew on a yearly basis, unless other terms were agreed to, until either party terminates this agreement.

6.2 - Termination by Customer.

During the initial term, Customer may terminate this Agreement upon the material breach of MACRODO, if such material breach remains uncured for thirty (30) days following written notice to MACRODO. This cure period shall be extended by delay

caused by events beyond the control of MACRODO including, but not limited to, natural disasters, governmental prohibitions or regulations, viruses that did not result from the acts or omissions of MACRODO, or technical faults of MACRODO's service providers or vendors. After the initial term, Customer may terminate this Agreement upon fourteen (14) days written notice to MACRODO.

6.3 - Termination by MACRODO.

MACRODO may immediately terminate this Agreement for cause at any time without penalty. Causes justifying immediate termination include, but are not limited to: violation of any foreign, federal, state, or local law; non-payment of fees due under Part 5 of this Agreement; breach of this Agreement; violation of the Terms of Service found at <http://macrodo.com/terms-and-conditions> and any written modifications thereof; and violation of any other MACRODO policy. MACRODO may terminate this Agreement without cause at any time upon thirty (30) days written notice to Customer.

7. **DISCLAIMER OF WARRANTIES.**

EXCEPT AS EXPRESSLY PROVIDED HEREIN, MACRODO, AND ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE, MAKE NO WARRANTY IN CONNECTION WITH MACRODO HARDWARE OR SERVICES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INGRINEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

8. **LIMITATION OF LIABILITY.**

MACRODO, ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST DATA OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE MACRODO HARDWARE OR SERVICES. CUSTOMER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE RETURN OR REDUCTION OF FEES PAYABLE TO MACRODO.

9. **Customer Indemnity.**

Customer shall defend MACRODO against any third party claim, action, suit or proceeding arising as a result of Customer's use MACRODO's hardware or services and indemnify MACRODO for all losses, damages, expenses, and costs incurred by MACRODO as a result of a final judgment entered against MACRODO in any such claim, action, suit or proceeding.

10. **General Provisions.**

10.1 - Governing Law.

This Agreement will be governed and construed in accordance with the laws of the State of Pennsylvania. Both parties agree to submit to personal jurisdiction in Lawrence County, Pennsylvania, and further agree that any cause of action or dispute arising

under this Agreement will be litigated or arbitrated in Lawrence County, Pennsylvania, United States of America.

10.2 - Severability and Waiver.

If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

10.3 - Relationship of Parties.

No agency, partnership, joint venture, or employment relationship is created by this Agreement and neither party has the power to bind the other party.

10.4 - Attorneys Fees and Costs.

In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as may be fixed by a court of competent jurisdiction.

If client is agreeable to the terms of this agreement, please sign below and return to MACRODO .

On behalf of the client (authorized signature):

_____ Date _____

On behalf of MACRODO Marketing & Design (authorized signature)

_____ Date _____