

TERMS OF SERVICE

FullControl Network, Inc.

1 SERVICES PROVIDED

FullControl Network, Inc. ("FullControl Network") provides Internet connectivity services ("Bandwidth"), certain equipment used in Internet connectivity services ("Hardware"), and licensing of the associated operating systems, web server software and other proprietary software of FullControl Network ("Software"), in addition to other services set forth in the server plan created by Client (Bandwidth, Hardware, Software and all other services provided by FullControl Network are collectively referred to herein as "Services"). FullControl Network desires to provide Services to Client, and Client desires to receive and compensate FullControl Network for those Services, as more specifically set forth in Client's Server Plan Order Form incorporated herein by this reference ("Service Order").

2 SERVICES AND SERVICE ORDERS

2.1 Service Order(s). Client shall use the then current version of the Service Order as designated by FullControl Network. The Service Order shall be subject to the terms and conditions of the Agreement. In the event any provisions contained in a Service Order conflict with any terms, conditions or clauses contained in this Agreement, the provisions of this Agreement shall control.

2.2 Service Order Change Form. FullControl Network and Client may agree to execute one or more service order change forms ("Service Order Change Forms") at any time and from time to time after the date of this Agreement. Each such Service Order Change Form shall be incorporated into this Agreement and shall become a hereof and any reference herein to Service Orders shall hereby include any Service Order Change Forms. In the event of any discrepancies between any Service Order Change Forms, the one with the most recent date shall control. Nothing in this Section or any other provision of this Agreement shall obligate FullControl Network to agree to any Service Order Change Form. FullControl Network shall have the absolute right to refuse any proposal to change the terms of this Agreement, as they exist now or at any time in the future.

2.3 Client System Administrator. System administration is not included in the Services provided by FullControl Network to Client under this Agreement. Client is solely responsible for all management of the server. FullControl Network will provide Client with server and will install operating system software provided by Client as indicated on the Service Order. Client agrees to install any updates and patches to the operating system.

2.4 IP Addresses. FullControl Network may designate for Client's use on a temporary basis the number of Internet Protocol Address ("IP Addresses") specified on the Service Order from the address space assigned to FullControl Network. Client acknowledges that the IP Addresses are the sole property of FullControl Network, and are temporarily designated for Client's use as part of the Services, and are not portable. FullControl Network reserves the right to change the IP Addresses designations at any time. FullControl Network shall use reasonable efforts to minimize inconvenience to Client resulting from such changes, and shall give the Client reasonable notice of changes. Client agrees that it will have no right to use IP Addresses assigned to FullControl Network upon termination of this Agreement, and that any change in IP Addresses Client may need to make after termination of the Agreement shall be the sole responsibility of Client.

2.5 Bandwidth. The Service Order sets forth the monthly amount of Bandwidth to be provided by FullControl Network to Client under this Agreement. Client is solely responsible for monitoring its Bandwidth consumption. If Client's Bandwidth usage exceeds the amount set forth on the Service Order, Client hereby authorizes FullControl Network to charge the credit card number provided on the Service Order for additional block of Bandwidth equivalent in size to that originally purchased. The rates for additional Bandwidth shall be as published on FullControl Network's website. In the event that a credit card charge for excess Bandwidth fails or is denied for any reason, FullControl Network may suspend any or all Services to the Client. If Client has not provided a credit card number for payment of the Services provided hereunder, Client must pay any excess Bandwidth fees in advance to avoid a suspension of all

TERMS OF SERVICE

FullControl Network, Inc.

or part of the Services. Any suspension of Services does not release Client from its payment obligations for the Initial Term or any applicable Renewal Term.

3 TERM AND RENEWAL

This Agreement will begin on the date it is accepted by FullControl Network and shall continue for a period of one (1) year, unless earlier terminated according to the provisions of Section 9 below. This Agreement will continue automatically for additional terms equal to the Initial Term (each, a "Renewal Term") unless either party provides written notice at least thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable, that it has elected not to renew this Agreement. For security reasons and the general protection of all Clients, FullControl Network requires all notices not to renew the Agreement be delivered by faxing a cancellation request to the current fax phone number published on the FullControl Network website, containing the account name, password, reason for cancellation and signature of Client.

4 LIMITED WARRANTIES

4.1 30-Day Money Back Guarantee. FullControl Network hereby extends an unconditional money back guarantee to Client during the first thirty (30) days of the Initial Term ("30-Day Guarantee"). This 30-Day Guarantee shall begin on the date that the server release notification is e-mailed or faxed to Client and expires thirty calendar days thereafter. In order to avail itself of the 30-Day Guarantee, Client must notify FullControl Network by faxing a request, on Client's letterhead, with cancellation, all Services shall be terminated and any fees paid, excluding Set-Up fees, shall promptly be returned in the form of a check to Client at the address provided on the Service Order.

4.2 Availability Guarantee. FullControl Network ensures Internet connectivity is provided to Customer 100% of the time and, as set forth below FullControl Network will credit Customer's account if FullControl Network fails to meet this network uptime guarantee during any given calendar month. At Customer's request, FullControl Network will calculate Customer's ("Network Unavailability") in a calendar month. Network Unavailability consists of the number of minutes that the network was not available to the Customer, but will not include unavailability, which Customer fails to report to FullControl Network within five days, or any unavailability resulting from (a) scheduled network maintenance, or (b) Client owned and/or maintained circuits or equipment failure, or (c) Client's applications or equipment, or (d) acts or omissions of customer, or (e) any use or user of the service authorized by customer, or (f) reasons beyond the control of FullControl Network. For each cumulative one half hour (30 minutes) of Network Unavailability in any calendar month, Customer's account shall be credited for the pro-rated charges for eight (8) hours of the monthly fee, up to but not exceeding the monthly hosting fee. This does not include additional charges such as bandwidth overages.

4.3 Price Freeze Guarantee. Provided Client is at no time in breach of this Agreement, FullControl Network hereby agrees not to raise the fees set forth in a Service Order ("Price Freeze Guarantee") for a period of one (1) year.

5 FEES AND PAYMENTS

5.1 Fees. Client shall pay all fees according to the prices and terms listed in this Agreement and the Service Order. The prices listed in the Service Order will remain in effect during the Initial Term and will continue thereafter. Except as provided in the Price Freeze Guarantee, FullControl Network may change the fees it charges Client for Services upon thirty (30) days prior notice to the beginning of any Renewal Term.

5.2 Payments and Late Payment Charge. Payment for all Set-Up Fees (as set forth in the Service Order) shall be due at the time the Service Order is accepted by FullControl Network. Fees for Services shall be in the amount and frequency set forth in the Service Order (to begin on the date that the server release notification is e-mailed or faxed to the Client) ("Payment

TERMS OF SERVICE

FullControl Network, Inc.

Date"). This Agreement is for the entire Initial Term or applicable Renewal Term and Client is obligated to pay the fees for Services voluntarily selected by Client. All such fees shall be received at FullControl Networks by 2:00 p.m. on the Payment Date. Client shall pay a late charge of 2% per month, or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that payments are in arrears to FullControl Network. FullControl Network may send all fees not paid to a collection agency. Client agrees to be responsible for paying all costs of collection, including, but not limited to, reasonable attorney's fees and, where lawful, collection agency fees. All accounting issues should be addressed using the contact page on the FullControl Network website.

5.3 Checks or Money Order. Client may pay fees by check or money order in U.S. dollars only. FullControl Network will not accept international checks in foreign currency. In the event a check is returned as not payable, Client will be assessed a \$25.00 returned check fee. If Client fails to pay all fees by the Payment Date, Client will be sent a suspension of Services e-mail that will grant Client seven (7) days to make payment.

5.4 Credit Card. Client may pay fees by MasterCard, Visa, American Express and Discover ("Credit Cards"). Credit Cards shall be charged seven (7) days prior to the Payment Date to the Credit Card number given at the time Client submits the Service Order. Payment by Credit Card includes the authorization to charge all future recurring fees and charges to the Credit Card on file with FullControl Network. If Client's Credit Card is denied, for any reason, Client will be sent a notice by e-mail. If payment is not received by the Payment Date, FullControl Network may make one final attempt to charge Client's Credit Card on or around the Payment Date. If payment is not secured by the Payment Date, Client will be sent a Suspension of Service e-mail which will grant Client seven (7) days to make payment. In the event Client initiates a charge back, FullControl Network may immediately suspend all Service to Client until such time as full payment is received in addition to a \$25.00 reactivation fee.

5.5 Suspension of Services. Failure of Client to fully pay any fees when due may be deemed a material breach of this Agreement, justifying suspension of the performance of Services to Client at FullControl Network's sole option. Any such suspension of Services does not relieve Client from the obligation to pay all amounts due FullControl Network under this Agreement for the remainder of the Initial Term or then applicable Renewal Term. In the event of a suspension of service, Client shall pay FullControl Network a \$50.00 suspension or service fee, and if reactivation is requested, a \$150.00 reinstatement fee in addition to full payment of the outstanding balance due. Reactivation of services will only be performed during FullControl Network's business hours (Monday through Friday, 9:00am - 6:00pm Central Time, excluding holidays).

5.6 Pricing Disputes. Client must notify FullControl Network in writing of any disputed charges within thirty (30) days of the date of the billing for such charges. If Client does not notify FullControl Network within that time period, Client has waived any right to dispute such amounts, either directly or indirectly or collect amounts due to FullControl Network.

5.7 Taxes. Fees are exclusive of any and all sales, use, value added, excise, transfer, privilege, duty and any other taxes or duties, whether international, national, state or local, however under this Agreement; excluding, income taxes on profits which may be levied against FullControl Network.

6 SOFTWARE LICENSE AND RIGHTS

6.1 Software Licenses. During the Initial Terms and any applicable Renewal Term, FullControl Network grants Client a nontransferable, nonexclusive limited license to use the Software, in object code form only, solely for purposes of using the Services on the Hardware. To the extent such rights as it is able to under an agreement with extent such Software belongs to a third party, FullControl Network only grants such rights as it is able to under an agreement with applicable third party.

TERMS OF SERVICE

FullControl Network, Inc.

6.2 Software License Restrictions. Client agrees that it will not, directly or indirectly and it will not allow others to be involved in the following activities.

1. Copy the software, except as is necessary to install on Hardware and for internal, archival purposes. In the event Client makes any copies of the Software, Client shall reproduce all proprietary notices on such copies.
2. Reverse engineer, de-compile, disassemble, modify or otherwise attempt to derive source code from the software.
3. Sell, lease, license, transfer, give possession of, or sublicense the software or the documentation to others.
4. Write or develop any derivative or other software programs, based, in whole or in part, upon the software or any Confidential Information.

6.3 Proprietary Rights. Client shall not have any right, title, or interests in the Software, Hardware, documentation, or any copyrights, patents or trademarks, embodied or used in the connection therewith, except for the limited license provided in Section 6.1.

6.4 Proprietary Rights of Client. As between Client and FullControl Network, Content (defined below) shall remain the sole and exclusive property of Client, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. Client hereby grants to FullControl Network a non-exclusive, worldwide, royalty-free license for the Initial Term and any Renewal Term to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Content as necessary to render the Service to Client under this Agreement.

6.5 Use of Microsoft Software. Client agrees to comply with FullControl Network's Terms and Conditions Regarding Use of Microsoft Software (MSTERMS) as published on FullControl Network's website. The MSTERMS is incorporated herein by the reference and may be updated from time to time by FullControl Network in its sole discretion. Client acknowledges that it has read and understands the current version of the MSTERMS and that Client has an obligation to periodically review the MSTERMS from time to time.

7 CLIENT OBLIGATIONS

7.1 Content and Conduct. Client is solely responsible for the content of any postings, data or transmissions using the Services (the "Content"), or any other use of the Services by Client or by any person or entity Client permits to access the Services (a "User"). Client agrees to comply with all laws, rules, regulations and FullControl Network's Acceptable Use Policy ("AUP") as published on FullControl Network's website. The AUP is incorporated herein by the reference and may be updated from time to time by FullControl Network in its sole discretion. Client acknowledges that it has read and understands the current version of the AUP and that Client has an obligation to periodically review the AUP from time to time.

7.2 Safeguard Passwords. Client is responsible for the security of passwords at all times and is encouraged by FullControl Network to change passwords regularly.

8 MAINTENANCE AND SUPPORT

8.1 Maintenance and Support Services. FullControl Network shall provide Client with those maintenance and/or support services pursuant to the Support Plan set forth in the Service

TERMS OF SERVICE

FullControl Network, Inc.

Order.

8.2 Exclusions. Under no circumstances shall FullControl Network be obligated to provide any maintenance and support services arising out of (a) tampering, modifications, alterations, or additions to the Hardware or Software undertaken by persons other than FullControl Network or its authorized representatives; or (b) programs, software or hardware supplied by client.

8.3 Client's Responsibilities. Client shall document and promptly report all errors or malfunctions of the Hardware or Software to FullControl Network. Client shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from FullControl Network. Client shall maintain a current archive copy of all Software and data. Client shall properly train its personnel in the use of the Hardware and Software.

9 TERMINATION OF AGREEMENT

9.1 Termination upon Breach or Insolvency. This Agreement may be terminated by either party upon written notice, (i) if the other party breaches any obligation hereunder and the breaching party fails to cure such breach within thirty (30) days after such notice, or (ii) if the other party is the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding, makes an assignment for the benefit of creditors or admits in writing its inability to pay debts when due. Notwithstanding the foregoing, this Agreement may be terminated by FullControl Network at any time upon notice to Client if Client fails to make any payment within fifteen (15) days after such payment was due.

9.2 Termination for Client's Breach of Section 7.1. Notwithstanding Section 9.1 above, FullControl Network may immediately terminate this Agreement if it is determined, in FullControl Network's sole discretion, that Client has breached Section 7.1 of the Agreement. Any termination under this section shall take effect immediately and Client expressly agrees that it: (i) shall not have any opportunity to cure, and (ii) shall not be entitled to a refund of any fees paid to FullControl Network.

9.3 Rights and Remedies upon Termination. In the event either party terminates the Agreement pursuant to Sections 9.1 or 9.2, FullControl Network shall be entitled to immediately receive payment for all Services incurred through the date of termination. In addition, it is agreed to that, if Client is the breaching party, then FullControl Network will suffer damages that would be difficult to ascertain. Therefore, Client agrees to pay FullControl Network all amounts due hereunder for the remainder of the Initial Term or the applicable Renewal Term as liquidated damages are not as a penalty. Such liquidated damages shall be in addition to all other rights and remedies available to FullControl Network in law and in equity which may be granted by a court of competent jurisdiction.

10 CONFIDENTIAL INFORMATION

Confidential Information shall mean all information identified by a party ("Disclosing Party") to the other party ("Receiving Party"), which is labeled as confidential ("Confidential Information"). Confidential Information shall remain the sole property of the Disclosing Party. Except for the specific rights granted by the Agreement, the Receiving Party shall not use any Confidential Information of Disclosing Party for its own benefit or for the benefit of others. Receiving Party shall not disclose Confidential Information to any third party without written consent of Disclosing Party (except to consultants who are bound by a written agreement with Receiving Party to maintain confidentiality). Confidential Information shall exclude information (i) available to the public other than by a breach of this Agreement; (ii) rightfully received from a third party not in breach of an obligation of confidentiality; (iii) independently developed by Receiving Party without access to Confidential Information; (iv) known to Receiving Party at the time of disclosure as evidenced by the written records of Receiving Party at the time of disclosure; or (v) produced in compliance with a court order. Receiving Party shall give reasonable notice to Disclosing Party that Confidential Information is being sought by a third person, so as to afford the opportunity to limit or prevent such disclosure.

TERMS OF SERVICE
FullControl Network, Inc.

Receiving Party agrees to cease using all Confidential Information, and to promptly return such Confidential Information to Disclosing Party upon request. Notwithstanding the foregoing, Client consents to FullControl Network's disclosure of account information to credit reporting agencies, credit bureaus, private credit reporting associations, or to other providers of communications services.

11 LIMITATION OF LIABILITY

IN NO EVENT SHALL FULLCONTROL NETWORK BE LIABLE TO CLIENT, USERS OR TO ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR NON-CONTRACTUAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY SERVICE, EVEN IF FULLCONTROL NETWORK HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. FULLCONTROL NETWORK'S LIABILITY, IF ANY, TO CLIENT OR TO ANY THIRD PARTY HEREUNDER SHALL IN NO EVENT EXCEED THE TOTAL AFTER TAX PROFITS EARNED BY FULLCONTROL NETWORK UNDER THIS AGREEMENT IN THE LAST TWELVE MONTHS. THE PARTIES ACKNOWLEDGE THAT FULLCONTROL NETWORK HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE LIMITATION AND EXCLUSIONS OF LIABILITY WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

IN NO EVENT SHALL FULLCONTROL NETWORK BE LIABLE FOR FAILURE OR DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER IF SUCH FAILURE OR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATIONS, ACTS OF ANY GOVERNMENTAL BODY, WAR, INSURRECTION, SABOTAGE, EMBARGO, FIRE, FLOOD, STRIKE OR OTHER LABOR DISTURBANCE, INTERRUPTION OF OR DELAY IN TRANSPORTATION, UNAVAILABILITY OF OR DELAY IN TELECOMMUNICATIONS OR THIRD PARTY SERVICES, FAILURE OF THIRD PARTY SOFTWARE OR INABILITY TO OBTAIN RAW MATERIALS, SUPPLIES, OR POWER USED IN OR EQUIPMENT NEEDED FOR PROVISION OF THE SERVICES.

12 DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4 OF THIS AGREEMENT, ALL CLIENT SERVICES ARE PROVIDED ON AN "AS IS" BASIS. FULLCONTROL NETWORK DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. FULLCONTROL NETWORK DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERRORFREE OR COMPLETELY SECURE.

13 GENERAL PROVISIONS

13.1 Status. Due Authorization and Validity of Agreement. Each party hereby represents and warrants to the other party that:

1. If an entity, it is duly organized, validly existing and in good standing under the laws of it's state and/or country of domicile;
2. It has the power and authority to execute, deliver and perform under this agreement; and
3. This agreement constitutes a valid and binding obligation of such party, enforceable against it in accordance with its terms.

TERMS OF SERVICE

FullControl Network, Inc.

13.2 Indemnification. Client will indemnify, defend and hold FullControl Network, and its officers, directors, employees, agents and affiliates (each, an "indemnified party") harmless from and against any and all costs, liabilities, losses and expenses, including, but not limited to, reasonable attorneys' fees (collectively, "losses") resulting from or arising out of any claim, suit, action, arbitration or proceeding (each, an "action") brought by a third party against indemnified party relating to: (i) a breach or alleged breach by client of any of its representations, warranties, covenants or obligations hereunder, (ii) infringement or misappropriation of any intellectual property rights, including but not limited to copyright, trade secret and trademark rights, (iii) personal injury caused by any negligence or willful misconduct of client, or (iv) use of the services, including use of the services without the consent of client.

13.3 Privacy Policy. In an effort to address client's privacy concerns, FullControl Network has instituted a privacy policy ("privacy policy") which may be found on the FullControl Network website at <http://www.fullcontrol.net>. In addition to the terms set forth in this agreement, the privacy policy is incorporated herein by this reference. By executing this agreement, client agrees to be bound by the terms of such privacy policy. FullControl Network reserves the right to change the privacy policy at any time.

13.4 Independent Contractor. FullControl Network and client are independent contractors and this agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between FullControl Network and client. Neither FullControl Network nor client will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

13.5 Non-Solicitation. During the term of this agreement and for a period of one (1) year thereafter, client shall not solicit or hire the services of any employee or subcontractor of FullControl Network without the prior written consent of FullControl Network.

13.6 Assignment. Client may not assign or transfer its rights or obligations under or interest in this Agreement without first obtaining the prior written consent of FullControl Network. FullControl Network may, in its sole discretion, assign its obligations under this Agreement in connection any merger, sale of all of substantially all of the assets of FullControl Network, or sale of a majority of the outstanding shares of voting stock of FullControl Network.

13.7 No Lease. This Agreement is a service agreement and is not intended to and will not constitute a lease for any real or personal property. Client acknowledges and agrees that (i) it has been granted only a license to use the Services and equipment provided by FullControl Network in accordance with this Agreement, (ii) Client has not been granted any real property interest in any equipment, and (iii) Client has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations or ordinances.

13.8 Attorney's Fees. In the event of any litigation or arbitration between the parties hereto arising from or to a party's nonperformance or breach of this Agreement, the prevailing party in any such action shall be entitled to reimbursement of all costs and expenses incurred in connection with such litigation or arbitration, including without limitation, reasonable attorney's fees.

13.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The parties agree that this Agreement, the Service Order and Service Order Change Forms may be delivered by any party by electronic or facsimile signature.

13.10 Alteration. No alteration, modification, or change of this Agreement shall be valid unless made in writing and executed by the parties hereto.

13.11 Publicity. FullControl Network may refer to the name of Client, Client's product(s) and/or services or the business in which the product(s) and/or services are used in its client

TERMS OF SERVICE
FullControl Network, Inc.

directories, on its web site, in a client profile or in a press release.

13.12 Governing Law; Venue. This Agreement shall be governed by and shall be construed, interpreted, and enforced in accordance with the laws of the State of Kansas, without reference to principles of conflicts of law. The parties agree that the sole and exclusive venue for any and all disputes arising hereunder shall be in any trial court located in Johnson County, Kansas. The parties hereby irrevocably consent to the jurisdiction of the appropriate court in Johnson County, Kansas.

13.13 Severability. Each provision of this Agreement shall be treated as a separate and independent clause, and the unenforceability of any one clause in no way impairs the enforceability of any of the other clauses herein.

13.14 No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.

13.15 Entire Agreement. This Agreement, along with MSTERMS, AUP and Service Order, shall be the entire agreement among the parties with respect to the transactions contemplated among them and, except as otherwise provided, supersede all previous negotiations, commitments, and writings.