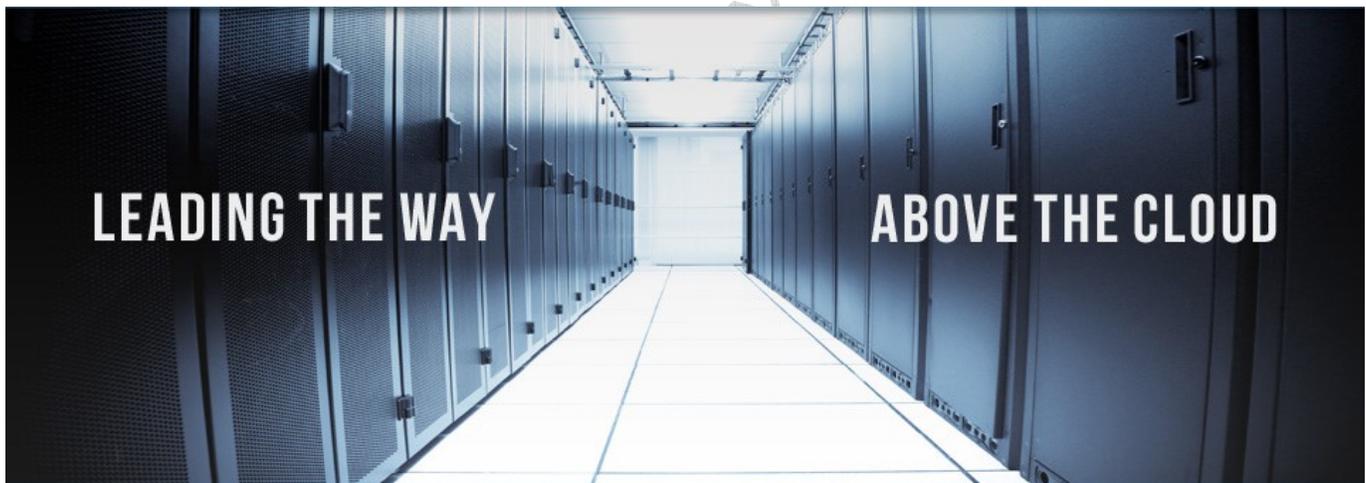


MANAGED HOSTING

GENERAL TERMS AND CONDITIONS

Providing High Availability Systems and Solutions by
Maintaining Highest Levels of Uptime using All-Inclusive
Managed IT Services



1. CONTRACT TERM.

This Master Agreement shall continue in effect as long as there is a Schedule in effect. The term of a Schedule, and Customer's rights to use the Services selected on that Schedule, shall begin on the Commencement Date stated in that Schedule and continue in effect for the Agreed Term stated in that Schedule. Thereafter, that Schedule may renew as set out in the Schedule. Each Schedule is a non-cancelable contract that may be terminated only in accordance with its express terms.

2. FEES AND EXPENSES. All Monthly or Annual Fees (as defined in a Schedule) shall be invoiced by CCNet in advance at the billing address defined in the Schedule. All other fees, and any out-of-pocket expenses reasonably incurred by CCNet on behalf of Customer shall be invoiced by CCNet as and when incurred. Customer's payments shall be due within thirty (30) days after receipt of invoice. For any undisputed amount not paid when due, Customer will pay interest at the lesser of fifteen percent (15%) per annum or the maximum amount permitted by law. Unless Customer provides a valid tax exemption certificate, Customer shall be responsible for any sales, use, excise or comparable taxes assessed or imposed upon the Services provided or the amounts charged under a Schedule. Beginning one year after the Commencement Date of a Schedule, CCNet may increase all fees chargeable under that Schedule by up to eight percent (8%) per contract year, by giving Customer at least ninety (90) days prior written notice.

3. CONFIDENTIALITY.

(a) All information disclosed by one party to the other in connection with this Master Agreement shall be treated as confidential ("Confidential Information"). With respect to Confidential Information disclosed by one party ("disclosing party") to the other party ("receiving party"), (i) the receiving party shall hold such Confidential Information in strict confidence using the same standard of care as it uses to protect its own confidential information but not less than a reasonable standard of care, (ii) the receiving party shall not use or disclose such Confidential Information for any purpose except as necessary to fulfill its obligations under a Schedule or this Master Agreement, or except as required by law provided that the disclosing party is given a reasonable opportunity (unless prohibited by law) to obtain, at its expense, a protective order (the receiving party shall reasonably cooperate with the disclosing party in connection therewith), (iii) the receiving party shall limit access to such Confidential Information to such of its employees, agents and contractors who need such access to fulfill the receiving party's obligations under a Schedule, (iv) notwithstanding anything in the Master Services Agreement to the contrary, Customer shall be entitled to disclose confidential information of CCNet to its customer for whom it is acquiring the services, and (v) the receiving party shall require its employees, agents and contractors who have access to such Confidential Information to abide by the confidentiality provisions of this Master Agreement.

(b) Without limiting the generality of the foregoing, such Confidential Information includes (i) with respect to Customer, Customer's data and software (including Customer NPI as defined below) and the details of Customer's computer operations and recovery procedures, which include trade secrets of Customer, (ii) with respect to CCNet, CCNet's physical security systems, access control systems, specialized recovery equipment and techniques, pricing information, User's Guides, and E-Testing Program, which include trade secrets of CCNet, and (iii) with respect to both parties, the terms of this Master Agreement and all Schedules and any detailed information regarding the performance of this Master Agreement or any Schedule.

(c) Confidential Information shall not include information that (i) is or becomes publicly available through no wrongful act of the receiving party, (ii) was known by the receiving party without any obligation of confidentiality at the time of disclosure by the disclosing party, (iii) was obtained by the receiving party from a third party without restriction on disclosure, or (iv) was developed independently by the receiving party.

(d) To effect the purposes of a Schedule, Customer may from time to time provide CCNet with certain "nonpublic personal information" as defined by the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1138) and the rules and regulations promulgated thereunder ("Customer NPI"). To protect the privacy of Customer NPI pursuant to the requirements of such act, CCNet shall, in addition to complying with the confidentiality requirements set forth above, (i) implement appropriate administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer NPI, protect against any anticipated threats or hazards to the security or integrity of Customer NPI and protect against unauthorized access to or use of Customer NPI that could result in substantial harm or inconvenience to a customer of Customer; and (ii) permit Customer to monitor CCNet's compliance with the foregoing during Customer's use of the Services, provided that such monitoring shall not interfere with another customer's use of CCNet's services or with CCNet's operations.

4. TERMINATION.

(a) If either party breaches any of its obligations under a Schedule in any material respect and the breach is not substantially cured within the cure period specified below, then the other party may terminate that Schedule, without penalty, by giving written notice to the breaching party at any time before the breach is substantially cured. If this Master Agreement includes a Recovery Services Exhibit, then (i) with respect to a breach of CCNet's obligations to provide the Recovery Services to Customer during a Disaster (as such terms are defined in the Recovery Services Exhibit), the cure period shall be five (5) days, and (ii) with respect to Customer's obligations under the access and use provisions set forth in Sections A.2, A.3 and C of the Recovery Services Exhibit, there shall be no cure period (and CCNet shall have the right to terminate the applicable Schedule immediately). With respect to Customer's obligations to comply with CCNet's Network Policies (as defined in the applicable Services Exhibit), the cure period shall be five (5) days. With respect to all other obligations, unless otherwise specified, the cure period shall be 30 days after receipt of written notice describing the breach, provided that, if a longer period is reasonably required to cure the breach and the cure is promptly begun, such cure period shall be extended for as long as the cure is being diligently prosecuted to completion.

(b) If a Schedule is terminated due to an uncured material breach by Customer, or if Customer properly exercises a right to cancel a Schedule before the end of the Agreed Term, then Customer shall (i) pay to CCNet the unamortized balance attributable to any equipment and software purchased by CCNet on behalf of Customer (as designated in the applicable Schedule) and (ii) reimburse CCNet for any cancellation charges for third party services purchased by CCNet on behalf of Customer (as designated in the applicable Schedule).

5. LIABILITY AND INDEMNIFICATION.

(a) Each party ("liable party") shall be liable to the other party for any direct damages caused by negligence or willful misconduct of the liable party (or any of its employees or agents).

(b) The liable party shall indemnify and hold harmless the other party (and its Affiliates and their respective employees and agents) against any claims, actions, damages, losses or liabilities to the extent arising from negligence or willful misconduct of the liable party (or any of its employees or agents).

(c) In addition, CCNet shall indemnify and hold harmless Customer against any claims, actions, damages, losses or liabilities to the extent arising from infringement of any U.S. patent, copyright or their proprietary right resulting from Customer's use of intellectual property developed or owned by CCNet and used to provide the services. Upon notice of a claim, CCNet shall endeavor to make the Services non-infringing or arrange for Customer's continued use of the Services, provided that, if both of the foregoing options are commercially impracticable for CCNet, then upon written notice to Customer, CCNet may cancel the affected portion of the Services and refund to Customer any prepaid fees for such Services. With respect to intellectual property of third parties that is used by CCNet to provide the Services, CCNet will, to the extent possible, provide to Customer the full benefit of all applicable warranties and indemnities granted to CCNet by such third parties.

(d) In addition, Customer shall indemnify and hold harmless CCNet against any claims, actions, damages, losses or liabilities to the extent arising from (i) infringement of any U.S. patent, copyright or other proprietary right attributable to Customer's data, content, software or other materials, (ii) Customer's use of any Services in violation of any law, rule or regulation, unless Customer is using in accordance with CCNet's recommendation or documentation and (iii) Customer's violation of any of CCNet's Network Policies (as defined in the applicable Services Exhibit), or (iv) Customer's use, control or possession of any Mobile Resources at non-CCNet facilities.

(e) An indemnifying party shall have no obligation for indemnification unless the other party promptly gives written notice to the indemnifying party after any applicable matter arises and allows the indemnifying party to have sole control of the defense or settlement of any underlying claim; provided that the indemnifying party may not settle a claim without the other party's prior written consent. Notice will be considered prompt as long as there is no material prejudice to the indemnifying party.

6. LIMITATION OF LIABILITY

(a) **Under no circumstances shall either party be liable for lost revenues, lost profits, loss of business, or consequential, indirect, exemplary, special or punitive damages of any nature, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, and whether or not the possibility of such damages is foreseeable; provided that this exclusion shall not apply to (i) the party's respective confidentiality obligations under Section 3, (ii) CCNet's indemnification obligations under Section 5(b) with respect to willful misconduct and under Section 5(c), (iii) Customer's indemnification obligations under Section 5(b) with respect to willful misconduct and under Section 5(d), and (iv) Customer's payment obligations.**

(b) Except for CCNet's indemnification obligations under Section 5(b) with respect to willful misconduct and under Section 5(c), and Customer's indemnification obligations under Section 5(b) with respect to willful misconduct and under Section 5(d), each party's total liability under a Schedule, whether in contract, tort (including negligence or strict liability), or otherwise, shall not exceed (i) the actual Monthly Fees paid by Customer to CCNet under that Schedule for the most recent twelve (12) month period, or (ii) in the case of Professional Services, the actual service fees paid by Customer for the Professional Services under that Schedule.

(c) Except for any direct damages caused by CCNet's negligence or willful misconduct, CCNet shall have no liability for any damage to, or loss or theft of, any of (i) Customer's tangible property located at a CCNet facility or in a CCNet vehicle, or (ii) Customer's data, content, software or other materials located, used or restored at a CCNet facility or in a CCNet vehicle, or transmitted using CCNet's Network Services. If Customer's data is damaged, lost or stolen as a result of CCNet's negligence, then CCNet shall be liable to Customer only for Customer's documented out-of-pocket expenses incurred to recreate such data. Under no circumstances will CCNet be considered the official custodian or record keeper of Customer's data for regulatory or other purposes.

WITH RESPECT TO EACH SCHEDULE, EXCEPT AS SPECIFICALLY STATED IN THIS MASTER AGREEMENT OR SUCH SCHEDULE, CCNET MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, NONINTERFERENCE OR NON-INFRINGEMENT.

7. **FORCE MAJEURE.** Neither party shall be liable for, nor shall either party be considered in breach of this Master Agreement or any Schedule due to, any failure to perform its obligations as a result of a cause beyond its control, including any natural calamity, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, disruption or outage of communications, power or other utility, failure to perform by any supplier or other third party, or other cause which could not have been prevented with reasonable care. If any force majeure event affects CCNet's ability to deliver Services, then CCNet shall use all reasonable efforts to implement its applicable redundant resources or other back-up solutions.

8. **NOTICE.** All notices, consents and other communications under this Master Agreement shall be in writing and shall be deemed to have been received on the earlier of (a) the date of actual receipt at the designated street address, (b) the first business day after being sent to the designated street address by a reputable overnight delivery service, or (c) the third business day after being mailed to the designated street address by first class mail. Any notice may be given by e-mail to the designated e-mail address or by fax to the designated fax number, provided that a signed written confirmation is received at the designated street address within seventy-two (72) hours thereafter. Disaster declaration notice (as described in the Recovery Services Exhibit) may be given orally, provided that a signed written confirmation is received at the applicable recovery facility within twenty-four (24) hours thereafter. Communications sent to any street address, e-mail address or fax number other than those designated in this Master Agreement or the applicable Schedule shall not be valid. Customer's street address, e-mail address and fax number for notice are stated in the applicable Schedule. CCNet's street address for notice is 301 Route 17N Suite 800, East Rutherford, NJ 07070, and Attention: Contract Administration. CCNet's e-mail address for notice is support@ccnetservices.com.

9. **PUBLICITY.** Neither party will, without the other party's prior written consent, (a) use the name, trademark, logo or other identifying marks of the other party in any sales, marketing or publicity activities or materials, or (b) issue any press release, interviews or other public statement regarding this Master Agreement or any Schedule; provided that either party may publicly refer to the other by name as a vendor or customer and may disclose the existence and general nature of this Master Agreement (but not any of the specific terms of this Master Agreement or any Schedule or any detailed information regarding the performance of this Master Agreement or any Schedule).

10. **ENTIRE UNDERSTANDING.** This Master Agreement states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, negotiations and other written or oral communications between the parties with respect to its subject matter. Each Schedule states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, negotiations and other written or oral communications between the parties with respect to its subject matter. No modification of this Master Agreement or any Schedule, and no waiver of any breach of this Master Agreement or any Schedule, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Master Agreement or any Schedule, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach thereof. Any purchase order submitted by Customer to CCNet shall be used only for invoice processing purposes and shall have no legal effect.

11. **PARTIES IN INTEREST.** Neither party may assign this Master Agreement or any Schedule, or any rights or obligations thereunder, without the prior written consent of the other party, which will not be unreasonably withheld; provided that either party may assign any Schedule to an Affiliate by giving prior written notice to the other party. This Master Agreement and each Schedule shall bind, benefit and be enforceable by and against both parties and their respective successors and permissible assigns. No third party shall be considered a beneficiary of, or entitled to any rights under, this Master Agreement or any Schedule.

12. **CONSTRUCTION. THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY SUBSTANTIVE NEW JERSEY LAW.** This choice of governing law shall not be considered determinative of the jurisdiction or venue of any action between the parties. A determination that any term of this Master Agreement or any Schedule is invalid or unenforceable shall not affect the other terms thereof. Section headings are for convenience of reference only and shall not affect the interpretation of this Master Agreement or any Schedule. The relationship between the parties created by this Master Agreement or any Schedule is that of independent contractors, and not partners, joint ventures or agents. Sections 3, 5, 6 and 12 shall survive any termination of this Master Agreement or any Schedule.

13. **ENFORCEMENT.** Each party acknowledges that the provisions of this Master Agreement regarding confidentiality and access to and use of the other party's resources are reasonable and necessary to protect the other party's legitimate business interests. Each party acknowledges that any breach of such provisions shall result in irreparable injury to the other for which money damages could not adequately compensate. If there is a breach of such provisions, then the injured party shall be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach. The existence of any claim or cause of action that a party (or any other person involved in the breach) may have against the other party shall not constitute a defense or bar to the enforcement of such provisions.

CCNet Services Managed Hosting Solutions