Terms & Agreements

1. SCOPE OF SERVICES

1.1 Services. Webflogger.com also Doing Business as Resolve Technologies ("Webflogger") has expertise and experience with providing website development, website hosting, web application development, computer programming, software development, systems analysis, consulting, technical support and other specialized technical services ("Services"). Webflogger shall provide Services to each customer ("Customer") that (i) accepts Webflogger's quote or proposal in writing or via e-mail, (ii) executes a separate agreement with Webflogger, or (iii) makes any payment to Webflogger on account of Services (any such Customer, having done any of the foregoing, being deemed to have signed an agreement ("Agreement"), which shall be deemed, in all cases, to include the terms and conditions set forth herein). Each Agreement shall stipulate the exact details of Services to be provided, all of which shall be governed by and subject to the terms and conditions set forth below. These terms and conditions shall be deemed to be incorporated by reference into each Agreement.

1.2 Additional Webflogger Services. Upon request by Customer, Webflogger agrees to negotiate in good faith with Customer with respect to providing additional maintenance, support, or other services with respect to the Services for Customer that will be outside of the scope of the Agreement. These additional services may, in certain instances, be subject to additional terms and conditions.

1.3 Out-of-area Services. If Services are to be provided at Customer's facilities that are outside of the Greater Dayton Ohio area and or determined by Webflogger to be a travel requirement, the Customer shall, in advance of Services performed, pay reasonable expenses for accommodations, travel, and such other reasonable costs as are incurred by Webflogger in connection with the provision of such Services. Webflogger shall use its best efforts to estimate the amount of such reasonable expenses in advance of providing such Services, and Customer shall pay to Webflogger within thirty (30) days of receipt of the amount of such estimate. Within thirty (30) days after such Services have been provided, Customer shall pay to Webflogger such additional reasonable amount as shall be due for such expenses or Webflogger shall reimburse Customer for any overpayment.

2. CONFIDENTIAL INFORMATION

2.1 Confidential Information. Either party may receive or have access to technical information, as well as information about product plans and strategies, promotions, customers and related non-technical business information which the disclosing party considers to be confidential ("Confidential Information"). In the event such information is disclosed, the parties shall first agree to disclose and receive such information in confidence. If then disclosed, the information shall (i) be marked as confidential at the time of disclosure, or (ii) if disclosed orally but stated to be confidential, be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within a reasonable period of time after such oral disclosure. Notwithstanding any provision to the contrary, all source code provided to Webflogger is deemed confidential.

2.2 Nondisclosure. Confidential Information may be used by the receiving party only with respect to performance of its project obligations under the Agreement, and only by those employees of the receiving party who have a need to know such information for the purposes related to this project. The receiving party shall protect the Confidential Information of the disclosing party by using the same degree of care (but no less than a reasonable degree of care) to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature. The receiving party's obligation shall be for a period of five (5) years after the date of disclosure.

3. WARRANTIES; LIMITED LIABILITY

3.1 Warranties; Disclaimer of Warranties. Webflogger warrants to Customer that all Services will be performed in a professional manner consistent with industry practices. In addition, each party represents and warrants to the other party that it has the right and authority to enter into this Agreement and to perform its obligations hereunder, that the granting of the rights and undertaking of the obligations hereunder will not infringe upon or conflict with any rights of a third party, and that its performance hereunder will not violate any applicable U.S. laws and government rules and regulations. Except as set forth above in this Section 3, Webflogger does not make any warranties of any kind, either expressed or implied, including, without limitation, (a) warranties of merchantability or fitness for a particular purpose, (b) non-infringement for the Services, (c) that the Services will meet Customer's requirements, or (d) as to the results that Customer may achieve upon completion of the Services. If this exclusion is held unenforceable, than to the extent of such unenforceability, all express and implied warranties shall be

limited in duration to a period of 30 days after the date hereof, after which time no such warranties shall remain in effect.

3.2 Consequential Damages. EXCEPT WITH RESPECT TO INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM ANY CLAIM OR ACTION HEREUNDER, BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR DAMAGES FOR ANY CAUSE WHATSOEVER IN AN AMOUNT IN EXCESS OF THE AMOUNT PAYABLE TO WEBFLOGGER.

4. LICENSE

All trademarks, patents, copyrights and other intellectual property rights owned by either party on the date hereof shall continue to be owned solely by such party, and nothing herein shall be deemed to confer any rights to any such intellectual property on the other party. Customer represents and warrants that none of the content, materials or data provided by Customer to Webflogger with respect to the project infringes the intellectual property or other proprietary rights of any third party, and Webflogger shall have no liability for any claims arising out of any such Customer content, including those based on infringement. Furthermore, the Customer understands that any elements within Customer's website or software that hold existing copyrights of any third party (including but not limited to: third party software and scripts, third party photographs, graphics and other multimedia such as video and audio) remain the property and copyright of their respective owners. By incorporating any third party software, services or products into Customer's website or software, the Customer also agrees to abide by that company's terms and conditions. (Should Customer's project require third party services or software, in the some cases Webflogger directs its customers to pay for these directly to that third party. Examples may include but are not limited to: credit card processing services, customized scripts and stock photographs, etc. In the event that Webflogger pays for these software or services Webflogger will act in the capacity of a "reseller" and incorporate the amount in a proposal or quote and Webflogger will in turn pay the third party). With respect to any Webflogger software, source code, object code or other intellectual property contained in or otherwise provided as a deliverable under the Agreement ("Webflogger Technology"), Webflogger hereby grants Customer, so long as Customer has paid all fees due and owing to Webflogger hereunder, a perpetual and non-exclusive right and license to use the Webflogger Technology solely to the extent required and described in the Agreement and accompanying documents. It is understood that neither Customer, nor any of its subsidiaries or affiliates, may use any Webflogger Technology for commercial resale or sublicense in any form or medium. Any hosting space for Customer's website which is reserved for the Customer will remain the property of Webflogger until paid for in full by the Customer. Any domain names registered on behalf of the Customer will remain the property of Webflogger until paid for in full. See the Domain Registration & Maintenance Terms & Agreements which (Published at http://www.webflogger.com/DNTA.pdf) shall be deemed to be incorporated by reference into the Agreement.

5. WEB CONTENT AND WEB RELATED SERVICES

5.1 Customer Content. Customer accepts full responsibility for the content posted at Customer's website, and any grievances brought by a third party arising as result of this content, either in the United States or any other countries, will be the sole responsibility of Customer. Additionally, Webflogger will take no responsibility whatsoever for the content of third party websites accessible via links posted at Customer's website. If Webflogger deems any content Customer wishes to include on its website as pornographic, meant to cause extreme offense or illegal in any way, Webflogger reserves the right to refuse to continue with the project and no refunds shall be due and owing to Customer.

5.2 Display of Work. Unless instructed otherwise in writing before publishing Customer's website on the Internet, Webflogger reserves the right to include a small, subtle text link to Webflogger's website from Customer's pages designed and developed by Webflogger. The text will read Website Design – Webflogger.com or Website Design & Hosting – Webflogger.com (Resolve Technologies may be substituted in place of Webflogger.com) and will be included in the copyright line at the bottom of Customer's pages. Webflogger reserves the right to display or exhibit any final product(s) to other potential Customers except where doing so may violate any confidentiality agreements which may be in force.

5.3 Search Engine Optimization. If search engine promotion, search engine optimization or submission is included in the Services, Customer acknowledges the following: (a) Webflogger cannot guarantee any particular search engine ranking or placement; (b) submission to the majority of search engines and directories does not guarantee entry; (c) Webflogger cannot be held responsible for any loss (financial or otherwise) to Customer's business due to an unexpected drop in search engine rankings; (d) the initial text content to which Webflogger applies optimization shall be supplied by the Customer; (e) Customer authorizes Webflogger to modify the code of Customer's web pages at Webflogger's discretion including but

not limited to keyword density, page names, meta tags and other elements as it relates to increasing search engine rankings; (f) should Customer make changes to any site text that Webflogger has optimized, Customer understands that these changes may have an adverse effect on search engine rankings; (g) search engine submissions are carried out one time only per engine unless otherwise stated; (h) if Customer's site is sparse in textual content, the Customer should provide additional relevant text content ("Additional Content") in electronic format for the purpose of creating additional web pages or increasing the content on existing ones, at Webflogger's direction and discretion; (i) if Additional Content is not or cannot be provided, Webflogger cannot be held responsible for results related to the absence of such materials; (j) Customer agrees that no work shall be done on the website during the search engine marketing campaign without Webflogger's knowledge.

5.4 Website Hosting. If website or web application hosting is included in the Services, Customer hereby acknowledges that the End User License Agreement (published at http://www.webflogger.com/HTA.pdf) shall be deemed to be incorporated by reference into the Agreement.

5.5 Website Hosting Fees. If payment is not received within a 5 day grace period of the date of the invoice, it will be considered delinquent and a $10 late payment fee will be added to customers account and appear on the next invoice. A $36.00 fee will be charged for any returned checks or credit card payments.

5.6 Disconnection or Suspension of Service(s). Prior to any action taken to suspend your account(s) an associate from the Webflogger billing and collections department will make an effort to contact you by phone and will send an email alert concerning the status of your account.

5.7 Reconnection of Suspended Service(s). In the event that a service or hosting account is delinquent past 30 days the account may be placed in suspension. The account may be re-activated and removed from suspension by one of two methods at the sole discretion of Webflogger.com. 1a. you pay a $36 reconnection fee in addition to any late fees assessed and an acceptable payment arrangement is agreed upon by our collections department. 1b. or at Webflogger's discretion you may be required to pay in full the balance of any outstanding invoices including any late fees assessed and a $36 reconnection fee.

5.8 Customer Provided Website Components. In the event that the completion of Services depends on the availability of a third party component or several third party components ("Components") that are outside of Webflogger's control (including but not limited to logos, graphic elements, photographs, articles and other content, secure socket layer certificates, merchant account services, gateway services, ActiveX components, Java applets, software libraries, etc.) and Customer or any third party contracted by Customer fails to provide these Components within reasonable period of time Webflogger may deliver the Services without these Components or at its own discretion use alternative components. Furthermore, Webflogger may charge additional fees to the Customer for including the required Components when they become available.

6. AGREEMENT TERM

6.1 Term. Unless accepted by both parties, any Agreement which is a quote or proposal is valid for twenty-eight (28) days from the date it was received by Customer. Such Agreement is accepted either upon signing of the Agreement by both parties, or upon Webflogger clearing the first Customer payment, or upon Webflogger's receipt of Customer's email approval of such Agreement. It is the sole discretion of Webflogger to determine which method of approval is applicable for a specific project. Upon acceptance, the Agreement becomes a binding contract that will continue in effect until terminated by either party by delivering a ninety (90) day written termination notice to the other party. Any termination of the Agreement does not forfeit Customer's obligation to pay for Services provided by Webflogger prior to the termination.

6.2 Breach. Either party may terminate the Agreement at any time in the event that the other party is in default or breach of any material provision of the Agreement, and such default or breach continues un-remedied for a period of thirty (30) days after receipt of written notice thereof.

6.3 Survival. Notwithstanding any termination of the Agreement, the duties and obligations of the parties under the following provisions herein shall survive for the period specified therein, if any: Section 2 (Confidential Information) and Section 3 (Warranties; Limited Liability).

7. PAYMENTS AND FEES

7.1. Fees. For most projects Webflogger requires an initial deposit before commencing the work. Typically, this is no more than one half of the total project cost. If the project is completed with no changes to initial brief, then Customer is only liable to pay this initially quoted fee. If, however, during the project Customer requests various changes to the design brief, Webflogger will reserve the right to charge additional fees for this extra work. Webflogger will inform Customer of any estimated additional costs involved in any Customer requested changes.

7.2 Estimates. In some cases it is not possible to give an exact quote on certain Services. For these cases an estimate will be given as a general guide to the expected fees for that particular Service.

7.3 Third Party Estimates. In cases where Webflogger provides an estimate for products or services given to Webflogger or rendered by a third party to be used in an estimate or quote, Webflogger will not be responsible for the accuracy of the third party quoted prices or fees or any other fees that may arise from the purchase or use of third party products and services.

7.4 Payments. All balances are due before the completed project is uploaded live to the Internet. Customer can view and test the website on Webflogger's private servers before official launch.

8. MISCELLANEOUS

8.1. Assignment. Neither party may assign or otherwise transfer the Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, such written consent shall not be required in the event of a merger or sale of all or substantially all of the assets of either party. Assignment of the Agreement by either party shall not relieve the other party of its obligations hereunder or thereunder. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

8.2 Entire Agreement. The Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merge all prior discussions between them. No modification of or amendment to the Agreement, nor any waiver of any rights under the Agreement, shall be effective unless in writing and signed by the party to be charged.

8.3 Notice. Unless otherwise stated, all notices required under the Agreement shall be in writing and shall be considered given upon personal delivery of the written notice or within forty-eight (48) hours after deposit in the U.S. Mail, certified or registered. If either party changes its mailing address it shall immediately notify the other party about it in writing.

If for Webflogger notices shall be addressed to:

Webflogger.com/DBA Resolve Technologies
2474 Trebein Rd
Xenia, OH 45385

If for Customer notices shall be addressed to the address set forth in the Agreement.

8.4 Severability. If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and the parties will negotiate in good-faith a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into the Agreement.

8.5. Arbitration. Both Parties agree to submit any irresolvable dispute hereunder to arbitration in Dayton, Ohio in accordance with and subject to the Commercial Arbitration Rules of the American Arbitration Association then in effect. The substantially prevailing party in any arbitration or litigation proceeding shall be entitled to recover its attorneys' fees from the other party.

8.6 Counterparts. The Agreement may be signed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together will constitute one and the same Agreement.

8.7 Governing Law. The Agreement shall be governed by, construed in accordance with, the laws of the state of Ohio without regard to the principles of conflicts of laws.

8.8 No Waiver. The failure of either party to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such party thereafter to enforce such provisions.

8.9 Headings. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

8.10 Force Majeure. Webflogger shall not be liable for any failure to perform its obligations hereunder in the event such failure is due to circumstances beyond its reasonable control.

8.11 No Third-Party Beneficiaries; Non-Solicitation. Nothing in the Agreement, either express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement. Customer hereby agrees that during the term of this Agreement and for a period of 1 year thereafter, it will not solicit or hire any employees or Webflogger.

8.12 Independent Contractor. Webflogger is acting as an independent contractor hereunder, and nothing herein shall be deemed to create an employment or partnership relationship.