

Service Agreement (also known as "The Contract")

This is a legal document. All NPO Systems customers are bound by it! (Read it!)

You must read and agree to all terms in this document before using our services. By using or continuing to use NPO Systems services, you are automatically agreeing to the terms of this document!

What is this?

The agreement below is a legal agreement between NPO Systems and all of our customers. If you use any service provided by or affiliated with NPO Systems, you are legally bound by this agreement. Read it carefully before signing up and ensure that you understand and agree to all parts. Use of our services implies agreement with this contract!

Questions?

Any questions regarding this agreement should be sent to NPO Systems [sales department](#) prior to signing up for service.

Service Agreement

Last Updated: 12/01/2007

SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made and effective as of the date of acceptance, by and between you ("Client") and NPO Systems.

WHEREAS, NPO Systems owns, distributes and provides various products and services for conducting business on the Internet including: NPO Systems Membership Management System (MMS), shared web hosting, cPanel licensing, and the NPO Systems family of services (hereinafter collectively referred to as the "Services").

WHEREAS, Client desires to utilize some or all of the Services to develop, enhance or maintain Client's business and/or presence on the Internet.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. NPO SYSTEMS SERVICES

NPO Systems agrees to provide to Client the Services agreed upon between NPO Systems and Client as selected by Client in NPO Systems customer database that is specified at www.NPOSystems.com.

2. PAYMENT AND INVOICING

2.1 In consideration of the performance of the Services, Client shall pay NPO Systems monthly in advance the amount set forth in NPO Systems customer database as such records are amended from time to time for the Services during the term of this Agreement.

2.2 Client shall receive a confirmation letter via e-mail at the time Client contracts for the Services, which shall confirm the fees payable to NPO Systems. Thereafter, Client shall receive a monthly billing statement for the upcoming month. The monthly billing statement shall indicate any changes in fees, which fees shall become effective upon thirty (30) days' notice as set forth in Section 2.4 herein.

2.3 Client is responsible for all activities and charges resulting from Client's use of the Services. Client agrees to pay all fees, bandwidth charges, connect time charges, surcharges, and other charges incurred by Client and set forth in the monthly billing statement. Client acknowledges that no refunds will be given by NPO Systems in the event that Client's account is terminated by NPO Systems or Client mid-term. In the event of a breach of security, Client will remain liable for any unauthorized use of the Services until Client notifies NPO Systems by sending an e-mail with account information to sales@NPOSystems.com.

2.4 Current rates for using the Services may be obtained on our web site at www.NPOSystems.com. NPO Systems reserves the right to change fees, surcharges, monthly membership fees or to institute new fees at any time. In addition, NPO Systems may institute special trial offers, from time to time, that shall be reflected in the confirmation letter sent to Client upon sign up. If NPO Systems does not receive the full amount of Client's Service account balance within three (3) days of invoice date, a late charge equal to 1.5% per month or highest amount allowed by law per month will be added to Client's bill and shall be due and payable. Client shall also be responsible for all attorney and collection fees arising from NPO Systems efforts to collect any unpaid balance of Client's account(s), and NPO Systems may terminate Client's account immediately without further notice to Client.

3. RESPONSIBILITIES AND RIGHTS OF NPO SYSTEMS

3.1 Means of Performance. NPO Systems shall provide Client with the NPO Systems hosting services, as described at www.NPOSystems.com hereto. NPO Systems has the right to control and direct the means, manner, and method by which the host

services are performed.

3.2 Support. NPO Systems shall provide a reasonable level of technical support to Client via email or Web page for the term of this Agreement.

3.3 Other Work. NPO Systems has the right to perform and license products to others during the term of this Agreement. NPO Systems may elect to electronically monitor the host services and may disclose any content or records to satisfy any law, regulation, or other governmental request or to properly operate host services and protect its Clients. NPO Systems reserves the right to block any site hosted by NPO Systems that contains any content that NPO Systems deems in its sole discretion to be unacceptable or undesirable.

4. RESPONSIBILITIES AND RIGHTS OF CLIENT

4.1 Client. Client represents and warrants that (i) Client is at least eighteen (18) years of age, (ii) Client possesses the legal right and ability to enter into this Agreement, and (iii) the performance of Client's obligations and use of the Services by Client, its customers and users, will not violate any applicable laws, regulations or the rules and regulations or cause a breach of any agreement with any third parties or unreasonably interfere with other NPO Systems Clients' use of Services. Client assumes all risks related to processing of transactions related to electronic commerce. Client agrees to provide NPO Systems with accurate, complete and updated information required by the registration of the NPO Systems host service (Client Registration Data), including Client's legal name, address, telephone number(s), and applicable payment data (e.g., credit card number and expiration date). Client agrees to notify NPO Systems within thirty (30) days of any changes in Client's Registration Data.

4.2 Breach of Warranties. In the event of the breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, NPO Systems will have the right, in its sole discretion, to suspend or terminate immediately any Services.

4.3 Fees and Expenses. Client shall be responsible for payment of all costs, fees and expenses assessed by third parties in the course of being provided Services. Such costs include, but are not limited to, the fees required to register and maintain domain names, which is governed by a separate agreement between Client and a third-party domain name registrar.

4.4 Third-Party Software. Third-party software available through the Services may be governed by separate end user licenses. By using the Services and the third-party software, Client agrees to be bound by the terms of such end user licenses regarding the applicable third-party software. Client consents and authorizes NPO Systems to delegate the authorizations Client provides to NPO Systems to its third party service provider(s) as NPO Systems deems necessary or desirable to provide the applicable

Services. Client agrees that the terms and conditions of this Agreement, including any of the other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement, inure to the benefit of such third party service providers and such third party service providers are deemed to be third party beneficiaries of the Agreement, including any other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement. Client also agrees that all reference to “NPO Systems” within this Agreement and any incorporated terms are also deemed to include, where applicable, NPO Systems agents, such as the third party service providers.

4.5 Advertising, Solicitation, and Client Name Harvesting. Client may not use the Services to send unsolicited advertising, promotional materials, or other forms of solicitation to the NPO Systems clients or other Internet users unless Client receives the express permission of such individuals. Client may not use the means of unsolicited advertising to advertise a site hosted on the NPO Systems network. Client may not use the Services to collect or “harvest” user-names of NPO Systems clients or other Internet users without the expressed prior permission of the member. NPO Systems reserves the right to block or filter mass email solicitations sent from sites hosted on the NPO Systems network.

4.6 Management of Site. Client shall be solely responsible for all content available on or through its site, and shall at all times be subject to the terms of this Agreement, NPO Systems then-standard Terms of Service (“TOS”) and any generally applicable guidelines and service standards published by NPO Systems. Client warrants that its site hosted on the NPO Systems network (i) will conform to the NPO Systems TOS attached hereto as Exhibit A; (ii) will not infringe and will not contain any content that infringes on or violates any copyright, U.S. patent or any other third-party right; and (iii) will not contain any content which violates any applicable law, rule or regulation. NPO Systems shall have no obligations with respect to the content available on or through any site hosted on the NPO Systems network, including, but not limited to, any duty to review or monitor any such content. NPO Systems reserves the right to block any site that violates any of the above-stated terms, or which in NPO Systems sole discretion, NPO Systems deems objectionable or offensive, or otherwise violates a law or NPO Systems policy, or, in the alternative, to terminate this Agreement in accordance with Section 7.3 herein.

4.7 Compliance Laws. Client agrees that it will use the Services only for lawful purposes and in accordance with this Agreement. Client will comply at all times with all applicable laws and regulations and the TOS, as updated by NPO Systems from time to time. The TOS are incorporated herein and made a part hereof by this reference. NPO Systems may change the TOS, with notice, which notice may be provided by posting such new TOS at the NPO Systems Site. Client may request a current copy of the TOS by sending or faxing a request to NPO Systems. Client agrees that it has received, read and understands the current version of the TOS.

4.8 Proprietary Rights. Unless otherwise specified, all work performed hereunder by NPO Systems, is the property of NPO Systems, and all title and interest therein shall vest in NPO Systems. To the extent that title to any such works may not, by operation of law, vest in NPO Systems all rights, title and interest therein are hereby irrevocably assigned to NPO Systems. All such materials shall belong exclusively to NPO

Systems, and NPO Systems shall have the right to obtain and to hold in its own name, copyrights, trademarks, registrations, or such other protection as may be appropriate to the subject matter; and any extensions and renewals thereof. Client agrees to give NPO Systems and any person designated by NPO Systems such reasonable assistance, at NPO Systems expense, as is required to perfect the rights defined in this paragraph.

4.9 Marketing Rights. Client agrees that NPO Systems may refer to Client, or Client's business in NPO Systems marketing materials, the NPO Systems website, and communication to NPO Systems current and prospective clients. Client grants NPO Systems a limited license and permission to use any Client trade name and/or trademark for such, and only for such, purposes.

5. LIMITATION OF LIABILITY, NO OTHER WARRANTY AND DISCLAIMER

5.1 Limitation. In the event that any limited guarantees are provided by NPO Systems, such limited guarantees are null and void if Client fails to follow NPO Systems TOS and other policies or otherwise breaches this Agreement in any respect.

5.2 No Other Warranty. NPO Systems does not monitor or exercise control over the content of the information transmitted through its facilities. Use of the Services or any information that may be obtained there from is at Client's own risk. The Services are provided on an "as is" basis, and Client's use of the Services is at its own risk. Except as provided in the order form(s), NPO Systems 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. NPO Systems does not represent or warrant that the Services will be uninterrupted, error-free, or completely secure.

5.3 Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NPO Systems does not and cannot control the flow of information to or from NPO Systems network and other portions of the Internet. Such flow depends in large part on the performance of the Internet services provided or controlled by third parties. At times, actions or inactions of such third parties may impair or disrupt Client's connections to the Internet (or portions thereof). NPO Systems cannot guarantee that such events will not occur. Accordingly, NPO Systems disclaims any and all liability resulting from or related to such events.

6. INDEMNIFICATION

Client agrees to indemnify, defend and hold NPO Systems and its affiliates, agents, employees, and licensors (including the third party service providers) harmless from any and all claim, demand, loss, costs or expense, including attorneys' fees, made by any person arising out of Client's violation of this Agreement, State or Federal Securities laws or regulations, or any other person's rights including but not limited to

infringement of any copyright or violation of any proprietary or privacy right.

Under no circumstances, including but not limited to a negligent act, will NPO Systems or its affiliates, agents, employees, or licensors (including third party service providers) be liable for any damages of any kind that result from the use of, or the inability to use, Services, even if any such party has been advised of the possibility of such damages.

In no event will NPO Systems or its third party service providers be liable to Client or any third Party for any tort, contract or any other liability arising in connection with the use of the Services, or reliance on any information or services provided by NPO Systems. NPO Systems and its third party service providers will under no circumstances be liable to Client and/or any third party, regardless of the form of action, for any loss of profits, goodwill, use, data or other intangible losses, or any direct, indirect, special, consequential, incidental or punitive damages whatsoever, even if NPO Systems or its third party service providers has been advised of the possibility of such damages, resulting from: (i) the use of the inability to use the Services; (ii) the timeliness, deletion, misdelivery, or failure to store any user date, communications or personalization settings; (iii) the cost of getting substitute goods and services resulting from any products, data, information or services purchases or obtained or messages received or transactions entered into, through or from the Services; (iv) statements or conduct of anyone on the Services; (v) the use, inability to use, unauthorized use, performance or non-performance of any third party, even if the third party has been advised previously of the possibility of such damages; or (vii) any other matter relating to the Services. Client agrees that Client will not in any way hold NPO Systems responsible for any selection or retention of, or the acts or omissions of, third parties (including third party service providers) in connection with the Client Services.

Because some states prohibit the limitation of liability for consequential or incidental damages, in such states the limitation of liability only with respect to consequential or incidental damages may not apply to Client, and the respective liability of NPO Systems and its third party service providers, employees, distributors and agents is limited to the greatest extent allowable under applicable law in those states.

In the event that a court or arbitration panel, as the case may be, should hold that the limitations of liability or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of Client's remedies under this Agreement fail, then Client expressly agrees that under no circumstances will the total, aggregate liability of NPO Systems and its third party service providers, employees, distributors, agents or affiliates, to Client or any party claiming by or through Client for any cause whatsoever exceed \$100 (U.S.), regardless of the form of action and whether in contract, statute, tort or otherwise.

7. TERMINATION

7.1 Without Cause. This Agreement may be terminated by either party at any time during any Renewal Term for any or no reason upon either party giving to the other

no less than five (30) days' prior written notice of termination. No matter which party terminates the Agreement pursuant to this Section 7.1, any and all payment obligations of Client under this Agreement for Service(s) provided through the date of termination will immediately become due, and Client shall be required to prepay for any portion of the Services that have not been paid for and are to be rendered during such five (30) day period.

7.2 For Cause. In addition to any other rights it may have under this Agreement or applicable law, NPO Systems may immediately terminate this Agreement or suspend service, effective without notice, in the event of (i) a default in payment, or (ii) Client's breach or failure to comply with the TOS or other policies of NPO Systems. Client may terminate this Agreement if NPO Systems breaches any material term or written notice of same. If this Agreement is terminated by NPO Systems under this Section 7.2, all balance of the then current term shall immediately become due and payable. In addition to the foregoing, NPO Systems reserves the right to prohibit any conduct or to remove any materials or content in violation of the TOS or which NPO Systems believes in its sole discretion to be illegal or potentially harmful to others or may expose NPO Systems to harm or liability.

7.3 No Liability for Termination. Neither party will be liable to the other for any termination or expiration of any Services of this Agreement in accordance with its terms.

7.4 Survival. The following provisions will survive any expiration or termination of the Agreement: Section 4, 5, 6, 7, and 8.

7.5 IP Address. Upon expiration, cancellation or termination of this Agreement, Client shall relinquish any Internet protocol ("IP") numbers, address or address blocks assigned to Client by NPO Systems or its network services supplier (but not the URL or top level domain connected therewith). NPO Systems reserves, in its sole discretion, the right to change or remove any and all such IP numbers, addresses or address blocks.

8. GENERAL

8.1 Assignment. Client may not assign this Agreement or any of Client's rights or obligations hereunder without the prior written consent of NPO Systems, and any such attempted assignment shall be void. This Agreement shall be binding upon the parties' respective successors and permitted assigns.

8.2 Notices. Any notices or communication under this Agreement shall be in writing and shall be deemed delivered to the party receiving such communication at the address specified below (1) on the delivery date if delivered personally to the party, or a representative of the party; (2) one business day after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, whether or not received, if sent by US mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile.

If to NPO Systems:

NPO Systems
963 S. Main St., #124
Centerville, Oh 45458 USA

If to Client:

To Client address provided at account set-up.

8.3 Governing Law. This Agreement, and all future agreements Client may enter into with NPO Systems, unless otherwise indicated on such other agreement, will be governed by the laws of the State of Ohio, without regard to conflicts of law principles thereof. This is the case regardless of whether you reside or transact business with NPO Systems in Ohio or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, Client agrees to submit to the personal and exclusive jurisdiction of the courts located within the County of Montgomery, Ohio. If any part of the Agreement is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

8.4 Modifications. No modifications, amendment, supplement to or waiver of this Agreement or any exhibit hereunder, or any of their provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

8.5 Waiver. A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.

8.6 Severability. In the event any one or more of the provisions of the Agreement or any exhibit is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

8.7 Force Majeure. NPO Systems and its affiliates, agents, employees, or licensors (including third party service providers) shall not be liable for failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any contingency beyond the reasonable control of such party, including without limitation, fire, flood, strike, and other industrial disturbance, failure to transport, accident, war, riot, insurrection, act of God or order of governmental agency. Performance shall be resumed as soon as possible after cessation of such cause. However, if such inability to perform continues for fifteen (15) days, the other party may terminate this Agreement without penalty and without further notice.

8.8 Independent Contractors. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

8.9 Terms of Services. Client agrees to be bound by NPO Systems TOS for all Services and products used by Client. The current TOS can be found on NPO Systems website at www.NPOSystems.com. Should Client disagree with any updates to NPO Systems TOS, it is Client's responsibility to notify NPO Systems of Client's desire to terminate their Services immediately.

8.10 Implied Agreement. CONTINUED USE OF THE SERVICES AND/OR PRODUCTS CONSTITUTES IMPLIED AGREEMENT WITH THIS AGREEMENT AND NPO SYSTEMS TOS IN THEIR ENTIRETY. BY USING THE SERVICES, CLIENT AGREES TO BE BOUND BY ALL TERMS ASSOCIATED WITH SAID

SERVICES, INCLUDING THIS AGREEMENT AND THE TOS.

CLIENT'S ONLY RECOURSE IN THE EVENT OF A DISAGREEMENT IS TO TERMINATE THIS CONTRACT IMMEDIATELY IN ACCORDANCE WITH SECTION 7 HEREIN.

8.11 Entire Agreement. This Agreement, and the exhibits reference herein, sets forth the entire agreement, and supersedes any and all prior agreements of the parties with respect to the transactions set forth herein. Neither party shall be bound by, and each party specifically objects to, any term, conditions or other provisions which are different from or in which is proffered by the other party in any correspondence or other document, unless the party to be bound thereby specifically agrees to such provision in writing.

8.12 No Party Deemed Drafter. In the event that any provision hereof is construed by a court of law or equity or an arbitrator, no provision herein shall be construed more harshly against either party as drafter.

Exhibit A: NPO Systems Terms of Service (TOS)

NPO Systems current Terms of Service are available at the following URL: <http://www.NPOSystems.com/terms.html> or by clicking [here](#).

Questions?

Any questions regarding this agreement should be sent to NPO Systems [sales department](#) prior to signing up for service.