

ECOMMERCE SERVICE

1.0 Description of eCommerce Service

VTX may make available for purchase, from time to time, a variety of ecommerce solutions, stand-alone Ecommerce services, optional add-on ecommerce services and ecommerce software, as published by VTX (collectively, "Ecommerce Services"). The Ecommerce Services include, but are not limited to, shopping cart functionality, ecommerce templates, storefront design, support and hosting, order and payment processing, inventory, product tracking and management, and Website analytical tools. VTX reserves the right to amend its Ecommerce Services offerings and to add, delete, suspend or modify the terms and conditions of the Ecommerce Services at any time, from time to time, and to determine whether and when any such changes apply to both existing and future customers.

2.0 Software License and Proprietary Rights

During the term of this Agreement, Customer will have a limited, revocable, non-transferable and non-exclusive license for Customer to use the Ecommerce Services, including but not limited to any software, and related documentation solely for Customer to provide business related services over the internet that are consistent with the terms and conditions of this Agreement as well as any applicable state, federal, or international law. Customer agrees that Customer and its agents will not: (a) sell, lease, transfer, license or sublicense the Ecommerce Services; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Ecommerce Services in any way for any reason; (c) provide, disclose, divulge or make available to, or permit use of the Ecommerce Services by any third party; (d) copy or reproduce all or any part of the Ecommerce Services (except as expressly provided for herein); (e) interfere, or attempt to interfere, with the Ecommerce Services in any way; (f) engage in spamming, mail bombing, spoofing or any other fraudulent, illegal or unauthorized use of the Ecommerce Services; (g) knowingly introduce into or transmit through the Ecommerce Services or any other services any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (h) remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the Ecommerce Services; (i) engage in or allow any action involving the Ecommerce Services that is inconsistent with the terms and conditions of this Agreement; or (j) cause, assist or permit any third party to do any of the foregoing. No right, title or interest of intellectual property or other proprietary rights in and to the Ecommerce Services and/or other products, services or software made available under this Agreement is transferred to Customer hereunder. VTX, its wholly-owned subsidiaries and affiliates and its Third Party Licensors (as defined below) retain all right, title and interests, including, without limitation, all copyright, trade secret, intellectual property and other proprietary rights in and to the Ecommerce Services and/or other products, services or software provided under this Agreement.

3.0 Audit Rights

If a customer has purchased any VTX software or has obtained FTP access to the VTX software or other Ecommerce Services, VTX shall have the right, during the term of this Agreement and for a period of six (6) months thereafter to access Customer's location and files to inspect Customer's or your agent's use of the Ecommerce Services, as well as computers and equipment used in connection therewith. Customer shall cooperate fully with any such audit or inspection. In the event that any audit shows any misuse, violation or breach of the Ecommerce Services or this Agreement, VTX shall be entitled to pursue any remedies available to it under this Agreement or otherwise at law or in equity, and to or suspend, revoke, or terminate Ecommerce Services if you are still a VTX customer.

4.0 Availability, Downtime and General Services

In addition to the provisions in Sections 7 and 8 of this Agreement, the Parties acknowledge that since the Internet is neither owned nor controlled by any one entity, VTX makes no guarantees that any given user will be able to access the Ecommerce Services at any given time. VTX shall not be liable to Customer for failure of accessibility to the Ecommerce Services or any potential or actual losses that Customer may suffer from Customer's inability to access or use the Ecommerce Services or your customer's inability to access any websites that may be supported or hosted by Ecommerce Services. VTX provides all Ecommerce Services and any software related to those services to the Customer on an "as is" basis and does not guarantee that the Ecommerce Services or any related software has no errors, defects or bugs or will function properly. Customer agrees that VTX is not responsible in any way for any malfunction or downtime in the



Ecommerce Services or related software and any damage, injury or lost profits that may arise from such malfunction or downtime. VTX makes no guarantee that the Ecommerce Services that the Customer purchases will operate seamlessly and without error with Customer's own hardware, software or other services (including third party products) that Customer currently uses. VTX makes no guarantees regarding system uptime, including but not limited to, the uptime for hosting a Customer's store(s) on VTX or third party systems. From time to time, and as may be necessary to maintain such systems and VTX hardware, VTX reserves the right to take its servers and other hardware offline for repairs, upgrades or routine maintenance. Customer agrees and understands that VTX Ecommerce Services, including the hosting of a Customer's store, may be dependant on third party services that VTX can not control. Customer expressly agrees that the availability of those third party services may impact Customer's Ecommerce Services and therefore does not hold VTX liable for any actions of a third party that may adversely impact Customer's Ecommerce Services. Any uptime calculation or percentage that is provided as a part of the Ecommerce Services does not include routine maintenance, unexpected downtime caused by network issues or third party vendors, and occurrences that are outside the control of VTX, including but not limited to the Force Majeure occurrences that are outlined in Section 3.2.5 of VTX General Terms and Conditions.

5.0 Restrictions on Use

You agree that you will not exceed the bandwidth or storage space limits applicable to the Ecommerce Services purchased, as set forth in Service Order Agreement. You agree that if you do exceed either of such limits, VTX, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, billing plan adjustment and/or upgrade, assessment of additional fees and/or suspension and/or termination of your Ecommerce Services. You agree that if your bandwidth and storage space usage adversely affects other customers on our shared Ecommerce platform, VTX may adjust your billing plan and/or suspend or terminate your Ecommerce Services with out liability. You agree that VTX will have no liability to you or any of your end users due to any corrective action that VTX may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action.

6.0 Data Transfer Overage Charges

You agree that you will not exceed the data transfer (bandwidth) or storage space limits applicable to the Ecommerce Services purchased, as set forth Service Order Agreement. You agree that if you do exceed either of such limits, VTX, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, billing plan adjustment and/or upgrade, assessment of additional fees and/or suspension and/or termination of your Ecommerce Services. You agree that VTX will have no liability to you or any of your end users due to any corrective action that VTX may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action.

7.0 Bandwidth Fees

Bandwidth overage fees will be charged at \$10.00 per 10 GB incremental intervals.

8.0 Terms and Conditions of VTX's Licensors

Customer acknowledges and agrees that the Ecommerce Services are provided, in some cases, by third party Licensors to VTX (hereinafter "Third Party Licensors"). For all Ecommerce Services that are provided by Third Party Licensors to VTX, Customer agrees with and shall abide by all Third Party Licensor terms and conditions, if any. Such Third Party Licensor terms and conditions are available upon request (the "Additional Terms and Conditions"). Any Additional Terms and Conditions are in addition to and supplement the terms and conditions provided in this Agreement. Customer acknowledges and agrees that it will be subject to all Additional Terms and Conditions and that all such Additional Terms and Conditions shall be incorporated into this Agreement, to the extent those Additional Terms and Conditions do not conflict with the terms and conditions of this Agreement, as if set forth fully herein. Customer further agrees that it will be subject to all Additional Terms and Conditions where Customer elects to add services to its Ecommerce Services package.

9.0 Changes to VTX Licensors

Customer acknowledges that VTX may, at its sole discretion, change any Third Party Licensors that provide services under this Agreement, or add or delete discrete services from the Ecommerce Services without any advance notice to customers.