

Master Services Agreement

This Master Services Agreement (the "Agreement") contains the terms and conditions under which eMagic.com LLC, doing business as "Myers" or "Myers Internet" ("Myers") will provide web hosting services and certain other products and/or services (collectively, the "Services") to the client (the "Client"). Client may not obtain a Myers-hosted web site or use any other Services of Myers unless and until Client reviews, accepts and agrees to the terms and conditions of this Agreement. After Client reviews the terms and conditions of the Agreement, Client will either: (a) acknowledge acceptance of the terms and conditions by clicking on the "AGREE" button at the bottom of this page or (b) decline this agreement by clicking on the "DISAGREE" button at the bottom of this page. By clicking on the "AGREE" button, Client acknowledges that Client has read and understood the terms and condition of the Agreement and agrees to be bound by its terms.

1. *Service Schedules.* Myers will provide certain Services to Client, as more specifically described in schedule documents (each individually referred to as a "Schedule"). Each Schedule shall describe the particulars of the Services to which it applies, and each Schedule shall be deemed a part of this Agreement.

2. *License.* Myers hereby grants to Client a limited, restricted, conditional, nonexclusive, nontransferable, single user, license to use the Services, the web site hosted by Myers for Client (the "Web Site"), and those products, services, tools, and modules (the "Licensed Items") of Myers that are specifically provided or made available to Client by Myers. The license shall remain in effect only while Myers provides Services to Client and shall terminate upon the expiration or termination of this Agreement, the relevant Schedule, the cancellation of the license, or Myers' cancellation of Services to Client, whichever occurs first. The Licensed Items may be used by Client solely for its own internal purposes in maintaining and using the Web Site, and only on Myers' server(s).

3. *Term.* This Agreement shall be effective during the following term:

(a) *Trial Agreement.* If this is a trial agreement designed to provide Client with a free trial period (the "Trial Period") during which Client may evaluate the Services, the Website and the Licensed Items, then this Agreement shall become effective as of the date on which Client's trial request has been received by Myers (the "Effective Date") and, unless terminated earlier in accordance with the terms and conditions of this Agreement or extended by mutual written agreement of the parties, shall automatically terminate at 11:59 p.m. on the fifteenth (15th) day after the Effective Date. Notwithstanding the foregoing, any provision of this Agreement intended to survive the termination of this Agreement shall survive termination of this Agreement and continue in full force and effect. At the end of the Trial Period, Client shall either purchase a license to continue to use the Software, in accordance with Myers' standard terms and conditions, or shall return to Myers all Licensed Items, at Client's own expense, and discontinue use of the Services and the Website.

(b) *Standard Agreement.* If Client has purchased a license to use the Services, the Website and the Licensed Items, then this Agreement shall become effective on the 1st or 16th day of the month following five days after the executed Agreement, setup fee, and initial monthly or annual fee (as applicable) are received by Myers (the "Effective Date"). (For example, if the executed Agreement and fees are received on March 2nd, the Agreement will become effective on March 16th; or if the executed Agreement and fees are received on March 12th, the Agreement will become effective on April 1st). If Client elects to obtain from Myers one or more additional products, services, modules or tools under this Agreement at any time, the term applicable for that product, module or tool, and the Schedule associated with same, shall be the same as the remaining term of this Agreement, including, without limitation, any renewal term(s). The original term of this Agreement shall be for a period of one (1) year from the Effective Date (the "Original Term"). Following the Original Term, this Agreement shall automatically renew for successive one (1) month terms (each, a "Renewal Term") under the same terms and conditions unless either party provides notice to the other party of its intent to terminate the Agreement at least thirty (30) days prior to the end of a Renewal Term. Termination of the Agreement shall take effect at the end of the Renewal Term following thirty (30) days after receipt of the termination notice. Failure to provide notice of termination shall not be grounds for non-payment of any fees due hereunder.

4. *Termination.*

(a) *Termination by Myers.* Myers may terminate this Agreement and any or all Schedules, disable the Web Site, and cease providing Services to Client immediately if (i) Client becomes delinquent in the payment of any fees hereunder; (ii) Client fails to comply with the terms and conditions of this Agreement, the Web Site Order, the Terms of Use, the Rules, or any of the Maintenance/Service Hosting Policies; (iii) Client becomes insolvent; (iv) a petition for bankruptcy, reorganization, receivership or arrangement under any federal or state statute is filed by or against Client; (v) Client makes an assignment for the benefit of creditors, takes advantage of any insolvency or similar statute, or seeks appointment of a receiver or trustee for all or substantially all of its property and assets; or (vi) any representation, warranty or certification by Client herein was false when made or becomes no longer true, or any other misrepresentation or omission of a material fact is or was made by Client. Myers may also terminate this Agreement or any or all Schedules, with or without cause, at any time upon seven (7) days notice to Client. Myers reserves the right to add, modify, suspend or discontinue any of the Services or access to the Web Site, or any function of the

Web Site or Services, at any time, with or without notice to Client, and to determine whether and when, at its sole discretion, any such changes will apply to existing or future customers. If the Web Site is disabled due to Client's failure to pay fees in a timely manner, Myers will reactivate the Web Site only in its discretion and Client will be required to pay a reactivation fee before the Web Site is reactivated.

(b) *Termination by Client.* Client may terminate this Agreement or any Schedule, without cause, effective as of the end of the Original Term or any Renewal Term, by providing Myers thirty (30) days notice of termination. Until this Agreement is terminated, Client shall remain obligated to pay all amounts due Myers during the Original Term and each Renewal Term, irrespective of whether Client uses the Web Site or other Services during the Original Term or the Renewal Term.

5. *Effect of Termination.* Upon termination of this Agreement for any reason: (a) the license granted in Section 2 above shall immediately terminate; (b) Client shall have no further right to obtain or use the Services, the Web Site or any of Myers' Property (as defined below); (c) Client shall immediately cease using the Services, the Web Site and Myers' Property; and (d) Client shall immediately return all of Myers' Property to Myers. Client shall be solely responsible for downloading, removing, securing and saving, prior to the effective date this Agreement terminates, any consumer data, borrower data or other data, information, Client applications or Client programs stored by Client with Myers. After the effective date of termination Myers shall have no obligation to retain, save, store, archive, destroy, return, or transfer back to Client any data, information, applications, or programs. If, in connection with the termination of this Agreement, Client notifies Myers that it wishes to transfer the maintenance/service of the Web Site to another web hosting company, Myers shall promptly comply with the transfer request, provided Client is not delinquent with respect to any amounts payable under this Agreement.
6. *Ownership.* Client understands, acknowledges and agrees that Client shall have no ownership rights in any graphics, images, text, templates, designs, forms, modules, tools, documentation, scripts, HTML content, object code, source code, systems, processes, market indicators, rate or other data, patents, trademarks, copyrights, trade secrets or other intellectual property rights furnished to Client by Myers; used in the creation, development or maintenance of Client's Web Site; or otherwise used by Myers in providing any of the Services (collectively, the "Myers' Property"), even if developed specifically for Client or Client's Web Site. All rights, title, and interest in and to the Myers' Property shall remain at all times the exclusive property of Myers, and Myers reserves the right to use and license, sell, loan, lease or assign same to third parties, including, but not limited to, competitors of Client. Client acknowledges and agrees that all of Myers' products and services, whether confidential or not, are subject to the copyright and trademark laws of the United States, and Client agrees not to infringe on any of Myers' intellectual property rights. All rights not granted to Client herein are expressly reserved by Myers.
7. *Limitations on Use.* Client shall not, under any circumstances, sublicense, publish, display, disclose, distribute, download, copy, reproduce, modify, adapt, share, loan, rent, lease, transfer, assign, or permit any other person or entity to use any of Myers' Property without Myer's prior, express, written consent. Client shall not decompose, decompile, disassemble, translate, or attempt in any way to reverse engineer or discover any of Myers' object code or source code, or create any derivative works based on the Myers' Property or any part thereof. Client shall not transmit any of Myers' Property over any network or between any devices, although Client you may Myers' Property to make such transmissions of other materials. Client shall not remove any proprietary notice of Myers from any Myers' Property. Client will take all reasonable and necessary steps to ensure that its employees and other persons under Client's control are aware of and abide by the terms of this Agreement and do not use Myers' Property in contravention of the terms of this Agreement.
8. *Client Covenants.* During the period that Myers provides Web Site maintenance or Services, Client shall not transfer, publish, display, distribute, use or make available on the Web Site any content that Myers determines, in its sole discretion: (a) infringes on the intellectual property rights of any third party; (b) violates any third party's rights of publicity or privacy; (c) violates any federal, state, or local law, statute, ordinance or regulation; (d) is fraudulent, untrue, inaccurate, defamatory, libelous, threatening or harassing; (e) is obscene, pornographic or indecent; (e) contains any viruses or other computer programming routines that are intended to damage or detrimentally interfere with any system, data or personal information; or (f) causes an unreasonable drain on system resources.
9. *Indemnity.* Client shall indemnify, defend, and hold Myers, its direct and indirect parent, subsidiary, and other affiliated companies ("Affiliates"), and all of their respective officers, directors, agents, employees and representatives harmless from and against any and all losses, claims, damages, liabilities and reasonable expenses (including, but not limited to, all reasonable attorneys' fees, court costs, costs of investigation and defense, and expert witness fees) arising from or related to: (i) any breach by Client of this Agreement, the Web Site Order, or the Terms of Use; (ii) any alleged inaccuracies, errors or omissions in the content of Client's Web Site; or (iii) any third party interception, misappropriation or use of non-public information, consumer loan data, or other Client or third party private, confidential or proprietary information that is transferred by email, where Client has chosen not to use a secure system for the transfer of same.

10. *Trademarks and Copyrights.* The Web Site includes service marks and/or trademarks of Myers. The Web Site may also contain trademarks and service marks of third parties used by Myers with permission. No right or license to use any patent, copyright, trademark, service mark, trade secret or other intellectual property contained in the Web Site, or in any software, systems, designs or processes related to the Web Site, is granted to or otherwise conferred upon Client under this Agreement, the Terms of Use, the Rules or any other document, and all such rights are reserved to and shall remain the exclusive property of Myers or its licensees.
11. *Collection and Use Information.* Myers collects and stores certain information about Client and Client's use of the Web Site and the Services. Client agrees that Myers and its affiliated companies may use this information to tailor the information they supply to Client, to facilitate Client's movement through the Web Site, to offer Client other products or services, or to communicate separately with Client. Myers will not provide this information to other unaffiliated companies Client has not authorized, and Myers will not permit any unaffiliated companies that get such information to sell and redistribute it without Client's prior consent.
12. *DISCLAIMER OF WARRANTIES.* THE WEB SITE, THE INFORMATION PRESENTED AT THE WEB SITE, AND THE SERVICES PROVIDED BY MYERS UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. CLIENT'S USE OF THE WEB SITE AND THE SERVICES IS AT ITS OWN RISK. MYERS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, (A) ANY WARRANTIES AS TO THE AVAILABILITY, CONTENT, ACCURACY, QUALITY, RELIABILITY OR COMPLETENESS OF THE SERVICES, THE WEB SITE, ANY DATA, INFORMATION, OR PRODUCT PROVIDED, OBTAINED OR GENERATED BY OR THROUGH THE WEB SITE, (B) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR TITLE, AND (C) ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MYERS DOES NOT WARRANT OR REPRESENT THAT THE WEB SITE WILL PERFORM WITHOUT INTERRUPTION OR ERROR, OR THAT ALL IRREGULARITIES, ERRORS, PROBLEMS OR DEFECTS WILL BE DETECTED OR CORRECTED, OR THAT THE WEB SITE WILL MEET CLIENT'S REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE WEB SITE AND THE SERVICES IS THE CLIENT'S. SHOULD THE WEB SITE OR THE SERVICES PROVE DEFECTIVE, CLIENT (AND NOT MYERS) ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.
13. *LIMITATION OF LIABILITY.* NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY STATED OR IMPLIED HEREIN, IN NO EVENT AND UNDER NO THEORY OF LIABILITY SHALL MYERS, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THIS AGREEMENT, OR ANY LOSS OF REVENUE OR PROFITS, LOSS OF GOODWILL, LOSS OF SAVINGS, LOSS OF USE, LOSS OF TECHNOLOGY, LOSS OF DATA, LOSS OF USE OF SERVICE OR EQUIPMENT, LOSS DUE TO COMPUTER VIRUS OR OTHER MALICIOUS CODE, INTERRUPTIONS OF BUSINESS OR CLAIMS OF OTHERS ALLEGED AS A RESULT OF CLIENT'S USE OF, OR INABILITY TO USE, THE WEB SITE OR THE SERVICES, EVEN IF MYERS OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT AND UNDER NO LEGAL THEORY WILL MYERS' AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY CLIENT TO MYERS UNDER THIS AGREEMENT DURING ANY SIX MONTH PERIOD. MYERS AND CLIENT EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY CONTAINED HEREIN REPRESENT THE PARTIES' AGREEMENT AS TO THE ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT THE AMOUNTS PAYABLE TO MYERS IN FEES HEREUNDER REFLECT SUCH ALLOCATION OF RISK. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.
14. *Links.* Although the Web Site contains links to other World Wide Web sites and resources, Myers does not recommend or endorse any content, products or services that Client may access through these links. Myers has no control over such sites or resources, and Myers is not responsible for the availability of such third-party sites or for any content, products or services obtained from such third-party sites. Myers is not responsible for the legality, accuracy or inappropriate nature of any content, advertising, products, services or information located on or through any of the sites, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any content from linked sites or any sites accessed through Myers "Back Office." For information about any third party site, Client should read the terms of use posted at that site.
15. *Force Majeure.* Except for the obligations to make payments, neither party shall be liable to the other or any third person for any delay or default in performing its obligations hereunder if such delay or default is caused by force majeure, such as wars or insurrections, riots, acts of government, strikes, work stoppages, labor troubles, fire, explosion, earthquake, flood, severe weather, embargoes and/or inability to obtain materials, acts of God or any other cause outside the reasonable control of the party.

16. *Severability and Waiver.* If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
17. *Assignment.* Client may not assign this Agreement without the written consent of Myers. Myers' rights and obligations will bind and inure to the benefit of its respective successors and assigns.
18. *Independent Contractors.* The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Neither party shall have the power to obligate or bind the other party. Personnel supplied by Myers shall work exclusively for Myers and shall not, for any purpose, be considered employees or agents of Client. Myers assumes full responsibility for the acts of such personnel while performing services hereunder and shall be solely responsible for their supervision, direction and control, compensation, benefits and taxes.
19. *Restriction on Exports and Foreign Use.* This Agreement is expressly made subject to any laws, regulations, orders, or other restrictions which may be imposed from time to time by the Government of the United States of America on the export from the United States of America of software, information or other items. Client shall not export any software, documentation, information or other items regarding the Web Site or the Services without the prior express written consent of Myers, and Client also shall comply with all applicable laws regarding same. The Web Site is administered by Myers from its offices in Milwaukee, Wisconsin, United States of America. Myers makes no representation or warranty that any content or Services offered through the Web Site are appropriate or available for use outside of the United States of America, and access to the Web Site from outside the United States is prohibited.
20. *Governing Law.* This Agreement will be governed, construed and enforced in accordance with the internal laws of the State of Wisconsin without giving effect to principles of conflict of laws. Both parties hereby irrevocably agree that any action or proceeding arising out of or in any way related to this Agreement may be litigated in any Wisconsin or United States court located in Milwaukee County, Wisconsin. Both parties hereby consent and submit to the jurisdiction of any such court and hereby waive any right to transfer or change the venue of any litigation brought in accordance with this Section.
21. *Notices.* Notices from Myers to the Client may be made via e-mail, regular mail or courier service. Myers also may provide notices of changes to the Terms of Use, the Rules, or any other matters by displaying notices or links to notices generally on the Web Site. Notices from Client to Myers must be given by regular or certified mail addressed to eMagic.com LLC, d/b/a Myers Internet, Attention: General Counsel, 250 East Kilbourn Avenue, Milwaukee, Wisconsin 53202, or to such other address as Myers may notify Client in the future.
22. *Counterparts/Facsimile/Electronic Acceptance.* This Agreement and the Web Site Order may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A facsimile or electronic copy (issued from Myers) of this Agreement shall constitute a valid original for purposes of this Agreement.
23. *Terms Of Use/Web Site Order.* By execution of this Agreement, Client acknowledges that Client has reviewed (i) this Agreement, (ii) the Web Site Order, and (iii) the Terms of Use, and that the Client agrees to all terms and conditions as outlined therein without exception.
24. *General Provisions.* Client agrees that notwithstanding any law to the contrary, any claim Client may have relating to these Terms of Use, the Web Site, or the Services must be commenced within one year of the circumstance or event giving rise to such claim or forever be barred. These Terms of Use shall survive the termination of Client's use of the Web Site or the Services, regardless of the reason for termination.
25. *No Agency Relationship.* Neither these Terms of Use nor Client's use of the Web Site or the Services will create any agency, partnership, or joint venture of any kind between Myers and Client.
26. *Costs of Enforcement.* Client agrees to reimburse Myers for all costs, expenses and reasonable attorneys' fees incurred by Myers to enforce this Agreement.
27. *e-Mails.* Myers reserves the right to send e-mail notices to Client of operational or other changes that may affect or change the Services offered by Myers. Client hereby grants Myers express written permission to send fax and or email solicitations and advertisements to Client by fax and/or e-mail, thus satisfying any express written permission requirement.

28. *Entire Agreement.* Except for the Terms of Use and the Rules, this Agreement, sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. Only a writing signed by both parties may change it. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein. Where there is a conflict between this Agreement and either the Web Site Order or the Terms of Use, this Agreement shall be controlling.