

MYERS INTERNET WEB SITE PACKAGE AGREEMENT

This Web Site Package Agreement ("Agreement") is entered into as of _____ ("Signing Date") between Myers Internet, Inc., a Delaware corporation and an MGIC Company, with its principal place of business at 2160 Lundy Avenue, Suite 128, San Jose, CA 95131 ("Provider"), and _____ ("Client"), a _____ (state of incorporation); (**mark one**) _____ corporation _____ sole proprietorship _____ partnership/LLC; with its principal place of business at: _____ ("address") City: _____ State: _____ Zip Code: _____

WHEREAS, Provider licenses/sells Web Site Packages and Products for the Mortgage Industry and Client wishes to license and/or purchase Provider's Web Site Packages and Products as set forth in the Myers Website Order ("Web Site Order"), and agrees to all of the terms and conditions set forth in this Agreement, the Web Site Order and the Myers Web Site Package Terms of Use.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

TERM & TERMINATION The Term of this Agreement (the "Term") shall begin on the 1st or 16th of the month following five days after the Agreement and payment are received. (Example (a) if the order is received on March 2nd, the Term will start on March 16th (b) if the order is received on March 12th, the Term will start on April 1). This Agreement shall continue in effect on a continuous basis for a period of one year. At the end of the Term, this Agreement shall renew monthly, until either party terminates this Agreement by providing a written termination notice at least thirty (30) days notice. Failure to provide termination notification shall not be considered grounds for non-payment. The termination/cancellation of the party's Agreement shall take effect on the thirtieth (30th) day following receipt of the notice or such later date, as Client shall advise Provider in writing. At any time, Provider may terminate this Agreement immediately if Client violates any of the Maintenance/Service Hosting Policies or if Client becomes insolvent, delinquent or unable to pay its debts. If Provider terminates this Agreement due to Client's delinquency or failure to abide by Provider's Hosting policies, Client shall pay all fees as outlined in Web Site Order.

If Client elects to purchase an additional product, module or tool to be added to Client's web site, at any time during the Term of this Agreement, the Term for that product, module or tool shall be coterminous with this agreement. If Client terminates this Web Package Agreement before the completion of the Initial Term (or if client at any time during the Initial Term becomes thirty (30) days delinquent on its payments), as liquidated damages for such cancellation, the Client agrees to provide payment to Provider for an amount equal to ninety (90) percent of the remaining months of the Initial Term still outstanding. If the liquidated damages amount is not paid within seven (7) days of cancellation (or upon notice of delinquency), the Client will be responsible for payment of all of the remaining monthly maintenance/service fees which shall be due and payable immediately. In addition, if Client terminates this Agreement prior to completion of the Initial Term or if Client's account at any time becomes delinquent (defined as thirty days overdue), Provider shall have the right to terminate all licenses and services provided to Client under this Agreement (including disabling Client's web site) and Provider will be entitled to collect all sums due immediately. If a Client's web site is disabled due to nonpayment, Client will pay a reactivation fee before the web site is reactivated.

CANCELLATION OF SERVICES Upon Providers cancellation of Web Site services to Client or upon the termination of this Agreement, Provider shall: (i) replace the home page of the Web Site with a standard error message at no charge to Client; and (ii) upon Client's request, provide to Client one copy of the Web Site (includes a copy of the Clients visible web site graphics/design and HTML content and excludes Provider's products, scripts and the source code programming for Provider's products/tools/modules even if modified for Client's use and any database code/programming used by Provider in conjunction with the Clients website), for a fee of \$100.00, which shall be payable in advance, so long as Clients account is current. If, upon termination of this Agreement, Client notifies Provider that it wishes to transfer the maintenance/service of the Web Site to another company, Provider shall promptly comply with the transfer request from the other company, so long as Client is not delinquent with respect to any amounts payable under this Agreement. Upon payment to Provider of the delinquent amounts, if any, Provider shall promptly comply with the request.

CONTENT OWNERSHIP Client will own a single user; nontransferable, perpetual license for the Web Site design graphics/content and HTML content, created by Provider for the Web Site and Client shall retain such license after termination of this Agreement. The ownership/license will not include the graphics, text, scripts, object or source code, patents, trademarks or other intellectual property rights for the Provider's products/modules/tools developed or modified for Client by Provider or used with Client's Web Site and any database/programming code furnished or used by Provider in connection with the Web Site.

CLIENT COVENANTS During the period that Provider provides Web site Package maintenance/service, Client shall not distribute on the Web site any Content that: (a) infringes on the intellectual property rights of any third party or any rights of publicity or privacy; (b) violates any law, statute, ordinance or regulation; (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) is obscene, child pornographic or indecent; or (e) contains any viruses or other computer programming routines that are intended to damage or detrimentally interfere with any system, data or personal information.

PROVIDER'S INTELLECTUAL PROPERTY Provider grants Client a single user, non-exclusive, revocable, worldwide, non-transferable license during the Term to use Providers products, tools, modules which Client has ordered or are developed by Provider, for Client only on Provider's server. All such licenses shall terminate at the end of the Term, the cancellation of the license or upon the Providers cancellation of the Web Site services to Client, whichever occurs first. Client shall not, under any circumstances resell, distribute or allow any other company, entity or person to use any of Providers products, modules, tools, scripts, graphics, text, database/programming code and object/source code or Interest/Loan Rate Advisory data attained by or through Provider without Provider's written consent. As between Client and Provider, the parties agree that Provider shall own and retain all intellectual property rights, copyrights, patents and all rights, title and interest in and to all of the products, modules tools, scripts, graphics, text, database/programming code and object or source codes, provided or supplied by Provider that are displayed on Client's Web Site or used in the development or the maintenance of Client's Web Site, aside from those items which client will own as noted above. Client further acknowledges and agrees that all of Providers Products, 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 those rights.

INDEMNITY Client shall indemnify, defend, and hold Provider, its officers, directors, agents, affiliates and employees harmless against any third party claim, action, suit or proceeding (i) alleging any breach of the covenants contained in this Agreement, the Terms of Use or the Web Site Order, or (ii) arising from errors or inaccuracies in the Content of the Client's Web Site, or (iii) any third party interception and misappropriation of Consumers loan data or other Consumer or Client confidential information that is transferred by email, where Client has chosen not to use a secure system for the transfer of such data. Client shall indemnify Provider, its officers, directors, employees or its affiliates for all losses, damages, liabilities and all reasonable expenses and costs (including all legal costs) incurred by Provider as a result of a judgment entered against Provider in any such claim, action, suit or proceeding. Client's obligations under this Section are conditioned upon Provider: (a) giving the Client prompt written notice of any claim, action, suit or proceeding for which Provider is seeking indemnity; (b); and reasonably cooperating with Client at Client's expense.

DISCLAIMER OF WARRANTIES: THE SERVICES PROVIDED BY PROVIDER UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE SERVICES IS AT ITS OWN RISK. PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY STATED OR IMPLIED HEREIN, IN NO EVENT AND UNDER NO THEORY OF LIABILITY SHALL PROVIDER, ITS OFFICERS, DIRECTORS, OR EMPLOYEES OR ANY AFFILIATE OF PROVIDER THEREOF BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THIS AGREEMENT, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF TECHNOLOGY, LOSS OF DATA, LOSS OF USE OF SERVICE OR EQUIPMENT, LOSS DUE TO COMPUTER VIRUS, OR LOSS OF ANTICIPATED PROFITS OR LOST BUSINESS. IN NO EVENT AND UNDER NO LEGAL THEORY WILL PROVIDER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY CLIENT TO PROVIDER DURING THE LAST SIX MONTHS.

GOVERNING LAW This Agreement will be governed, construed and enforced in accordance with the laws of the State of California without giving effect to principles of conflict of laws. Both parties agree to submit to exclusive jurisdiction in California with respect to this Agreement and further agree that any cause of action relating to this Agreement shall be brought and maintained in a court in Santa Clara County, California.

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, embargoes and/or inability to obtain materials, acts of God or other cause outside the reasonable control of the Party.

SEVERALABILITY 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.

ASSIGNMENT Client may not assign this Agreement without the written consent of Provider. Providers rights and obligations will bind and inure to the benefit of its respective successors and assigns.

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 Provider shall work exclusively for Provider and shall not, for any purpose, be considered employees or agents of Client. Provider 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.

NOTICE Aside from any specific notice procedures as outlined above or in the Myers Terms of Use, all other notices required or permitted hereunder shall be given to the appropriate party at the address specified above or at such other address as the party shall specify in writing. Such notice shall be deemed given: upon personal delivery; if sent by telephone facsimile, upon confirmation of receipt; or if sent by certified or registered mail, postage prepaid, five (5) days after the date of mailing.

COUNTERPARTS/FACSIMILE/ELECTRONIC ACCEPTANCE This Agreement 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 Provider) of this Agreement shall constitute a valid original for purposes of this Agreement.

TERMS OF USE/WEB SITE ORDER By execution of this Agreement, Client acknowledges that Client has reviewed (a) the Website Package Terms of Use, (b) the Back Office Terms of Use (found at www.myers.com/legal); and (c) the Web Site Order and that the Client agrees to all terms and conditions as outlined therein without exception.

ENTIRE AGREEMENT 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 the Terms of Use and/or the Pricing/Product Agreement, this Agreement shall be controlling.

IN WITNESS WHEREOF, Client 's duly authorized representative hereby executes this Agreement and acknowledges that by so doing, Client hereby agrees to abide by the Terms of the Agreement, the Myers Terms of Use and all Conditions as described in the Web Site Order.

CLIENT: By: _____ (Signature)

Name: _____

Title: _____

BY SIGNING ABOVE, I ACKNOWLEDGE THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT AND THAT I AM EITHER AN OFFICER FOR THE CLIENT, A GENERAL PARTNER OF THE PARTNERSHIP OR OWNER OF A SOLE PROPRIETORSHIP, WHO HAS THE AUTHORITY TO AUTHORIZE THE PAYMENT FOR THE SERVICES CONTEMPLATED UNDER THIS AGREEMENT. I ACKNOWLEDGE THAT BY EXECUTING THIS AGREEMENT, I AM AUTHORIZING THE RECEIPT OF AN ELECTRONIC COPY OF THIS AGREEMENT IN LIEU OF A WRITTEN COPY OF THIS AGREEMENT AND I AGREE THAT AN ELECTRONIC COPY SHALL HAVE THE SAME LEGAL FORCE AND EFFECT AS A WRITTEN ORIGINAL.

MYERS WEB SITE PACKAGE ORDER

Fees and Payment. Client shall pay to Provider the applicable Fees ("Fees"), as stated in the Website Order or if not noted herein, the Fees as shown on the Provider's Web Site shall be controlling. Set Up Fees provide Client the right to use products and services from Provider. The Monthly or Annual Service Fees are for maintenance/service and will remain fixed for the Initial Term as defined in the Myers Web Site Package Agreement. Upon completion of the Initial Term, the Monthly Fees are subject to change by Provider at any time. Additional Fees for Premium Usage and Audit/Security requests may be applicable. By Acceptance of this Order Request you agree pay for all additional Fees as charged. See Myers Website Terms of use located at www.myers.com/legal for the categories of additional Fees. Fees for modifications requested by Client and for support services (including without limitation those provided by telephone or e-mail) shall be charged and paid for at Provider's then prevailing standard charges for time and materials.

Payment of Fees. Client acknowledges that some Web Site Packages and Products may only be purchased by automatic debit or credit card payments. For these packages/products, monthly payments by check will not be allowed. Client shall pre-pay all Fees, unless Provider otherwise agrees in writing. Monthly fees for partial months of Service will be pro-rated. Monthly Fees will be waived for the first five (5) days after Web Site purchase. However, after that period, Monthly fees will be charged whether the Web Site is live or not. Any Fees that are not pre-paid shall be due and payable per the invoice terms. Pre-paid products are not refundable. All invoices that are not paid within thirty (30) days from the due date will also be assessed a service charge of \$20.00 to cover the administrative costs of rebilling and collection. For accounts which go beyond 60 days past due – services will be deactivated and a reactivation fee is required. If service is not restored, there will be collection costs incurred (including reasonable attorneys' fees) with respect to the amount of any past due Fees as well as remaining fees due in the contract terms. In addition, Payments made by check that are returned for insufficient funds, for any reason, will be automatically charged \$30.00. All custom web sites will require a nonrefundable prepaid charge equal to fifty (50) percent of the proposed Set Up Fee.

Verbal Authorization. Client agrees it shall be financially responsible for all product additions ordered through the Myers staff by telephonic discussions and such telephonic requests/orders shall serve as the only required authorization by Client for all billings submitted for such product additions.

1. Select a Package:

Auto-Plus Automated Executive Standard Budget Spanish

2. Select a Payment Plan:

1 YR Monthly Automatic Payment using credit card or checking account

Setup Fee: \$ _____ Monthly Service Fee: \$ _____

1 YR Prepaid (Save 16.67%) (After 1 year will convert to monthly Automatic Payment using credit card on file)

Set up fee \$ _____ Annual Service Fee: \$ _____

Additional Products _____

Total Setup Fees : \$ _____ Total Monthly Fees: \$ _____

3. Additional Info:

Domain Info: New Registration (\$50) Transfer Undecided Domain Name: www. _____

Email address: _____ (where lead notifications and other important information will be sent to)

4. Payment/Billing Info:

Credit Card # _____ Exp _____ / _____

Credit Card Billing Information: Street Address: _____

City: _____ State: _____ Zip Code: _____ Phone: _____

Card Holders Name as it appears on the credit card: _____

OR Checking Account #: _____ * Please attach voided copy of check

X Signature of Owner, Officer or General Partner: _____

I agree to the pricing terms and authorize Provider to charge me for monthly recurring fees by either auto charge or auto debit. Further, I authorize Provider to auto charge or auto debit my account for services or products ordered in the future from Provider (whether by phone or in writing), if I have an auto charge or auto debit account set up with Provider.