

LICENSE AGREEMENT

This License Agreement ("**Agreement**") is made effective as of this ____ date of _____, 2007 ("**Effective Date**") between A Caring Place, Inc. d/b/a Assuringyourwishes.org., a New York corporation ("**Licensor**") and _____ ("**Licensee**").

Recitals

WHEREAS, Licensor is the sole owner of the Assuringyourwishes.org services system (the "Program") developed to assist individuals and their families by storing their health care directives while also enabling their health care agents and physicians to access these documents as needed;

WHEREAS, Licensor has partnered with the Hospice and Palliative Care Association of New York State (HPCANYS) to license the Program to hospices, and health care and community organizations in the state of New York; and

WHEREAS, Licensee, a hospice, health care and/or community organization in the state of New York now wishes to license the Program so that it can provide the services included therein to the individuals and/or communities that it serves.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

I. Construction.

(a) *General Interpretive Principles.*

(1) All references to sections, schedules and exhibits are to sections, schedules and exhibits in or to this Agreement unless otherwise specified.

(2) If the context requires, the use of any gender will also refer to any other gender, and the use of either number (*i.e.*, singular or plural) will also refer to the other number. The word **including** is not exclusive; if exclusion is intended, the word **comprising** is used instead. The word **or** will be construed to mean **and/or** unless the context clearly prohibits that construction.

(3) The term **deemed** means conclusively presumed. The absence of a conclusive presumption does not mean that a particular circumstance does not exist or that a particular condition is not satisfied; it just means that there is no conclusive presumption.

(4) The term **presumed** means presumed subject to rebuttal and the burden of proof is on the Person seeking to rebut the fact presumed.

(5) The headings in this Agreement are intended solely for convenience of reference and will be given no effect in the construction or interpretation of this Agreement.

II. License.

(a) General.

(1) Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive license, with no right to sub-license, during the Term to use the Program within the Territory (as defined below) in accordance with the terms and conditions of this Agreement.

(b) *Intellectual Property Rights.* Licensee hereby acknowledges and agrees (and shall inform its Authorized Users) that the copyright and title to the Program and any trademarks or service marks and any other intellectual property rights relating thereto remain with Licensor and/or its suppliers. Neither Licensee nor its Authorized Users shall have right, title or interest in the Program except for those rights expressly set forth in Section II(a) of this Agreement.

(c) *Content.* The materials that will constitute the Program, which are the subject of this Agreement shall consist of electronic information published or otherwise made available by Licensor as described in Exhibit A. Licensor shall, at its sole option, change from time to time such materials.

(d) *Territory.* Licensee acknowledges that use of the Program shall be limited to customers residing or receiving care within the county or counties (the "Territory") for which Licensee has purchased a License as set forth in Section 8 of this Agreement.

III. Delivery/Access to the Program by Licensee

Licensor will provide the Program to the Licensee in the following manner:

(a) *Network Access.* The Program will be stored at Licensor's location in digital form accessible by telecommunications links between such locations and authorized networks of Licensee.

(b) *Hard Copies.* Hard copies (e.g., brochures, printed media, letterhead, published advertisements, etc.) of materials associated with the Program will be made available to Licensee for purchase through an e-commerce site set-up by Licensor for use and distribution by Licensee.

IV. Authorized Use of the Program by Licensee

(a) *Authorized Users.* "Authorized Users" shall be defined as anyone who accesses the Program, including health care facilities and providers, physicians, persons authorized by individuals whose directives are stored in the Program, full and part time employees and volunteers of Licensee regardless of the physical location of such persons. Licensee acknowledges and agrees that its employees and volunteers who access administrative aspects of the Program will sign a copy of the confidentiality agreement form included with this Agreement and attached as Exhibit B prior to allowing those individuals access to the Program.

(b) *Authorized Uses.* Licensee may allow all use of the Program as set forth in this Agreement. Notwithstanding the foregoing, Licensee shall not reproduce, copy, or otherwise create any materials associated with the Program and provided under this Agreement. Licensee agrees to purchase any and all materials associated with the Program directly from Licensor.

(c) *Unauthorized Use.* Except as specifically provided elsewhere in this Agreement, Licensee shall not knowingly permit anyone other than Authorized Users to use the Program.

(d) *Modification of Licensed Materials.* Licensee shall not modify or create a derivative work of the Program without the prior written consent of Licensor.

(e) *Removal of Copyright Notice.* Licensee may not remove, obscure or modify any copyright or other trademark notices included in the Program.

(d) *Customization.* Licensee agrees that Licensor shall have full control over the customization of the Program. Notwithstanding the foregoing, Licensee will be provided with a customization survey (the "Survey") attached as Exhibit C of this Agreement, to serve as a guide in Licensor's customization process. Other than as specifically permitted in this Agreement, Licensee may not customize the Program without Licensor's prior written consent.

(e) *Document Retention.* Licensee shall not retain hard copies of health care directives or other documents provided by its customers, which have been uploaded to the Program's site. Such documents shall be promptly returned to the individuals who submitted them. Licensee acknowledges and agrees that Licensor shall not be responsible for the accuracy and/or any errors in inputting the documents/directives into the Program's site, or the validity of such documents.

(f) *Indemnification.* Licensee agrees to fully defend and indemnify and hold harmless Licensor of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorneys fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any claim in connection with Licensee upload of a customer's data or Licensee's negligence whether active or passive in any way related to Licensee's handling or use of a customer's data or any portion thereof.

V. Licensee's Website for use of the Program

(a) *Development.* Licensee shall, at its sole cost and expense, obtain and maintain a secure website through Lakefront Media (the "Host"), located at 90 N. Franklin Turnpike, Ramsey, NJ 07466. Licensee acknowledges that this process will allow for all directives to be stored on the same server in order to make such directives available to those who stored them (or otherwise have access to) in the event of forfeiture or termination of this Agreement.

(b) *Web-Hosting Agreement.* Licensee agrees to sign a web-hosting agreement with the Host upon execution of this Agreement as attached in Exhibit D of this Agreement (the "Web-Hosting Agreement"). Licensee shall remit to the Host all payments and fees due in connection with the Web-Hosting Agreement per the terms and conditions set forth therein. Licensee acknowledges and agrees that the Host shall be solely responsible for all issues arising or in connection with the Web-Hosting Agreement and that Licensor makes no representations or

warranties with respect to the Web-Hosting Agreement and the services to be rendered thereunder.

VI. Licensor's Obligations

(a) *Availability of Program.* Licensor shall make the Program available to Licensee within ten (10) business days from receipt of the Agreement Fees, and the Licensee Survey, whichever is latest.

(b) *Documentation.* Licensor will provide and maintain help files and other appropriate user documentation as reasonably required.

(c) *Support.* Licensor will provide general technical support in connection with the Program (excluding technical issues relating to the Host and the hosting services), including assisting with the implementation of any software and uploading any documents. Licensor will offer reasonable levels of continuing technical support to assist in use of the Program. Licensor will make its personnel available by email from Monday through Friday from 9:00 AM to 10:00 PM (EST), and phone or fax from 9:00 AM through 5:00 PM (EST) for feedback, problem-solving, and/or general questions.

(d) *Training.* Licensor will provide appropriate, as determined by Licensor, training and/or training materials to Licensee relating to the use of the Program.

(e) *Notification of Modifications of the Program.* Licensee understands that from time to time parts of the Program may be added to, modified, or deleted from by Licensor and/or that portions of the Programs may migrate to other formats. Licensor will give prompt notice of any such changes to Licensee.

(f) *Withdrawal of Program.* Licensor reserves the right to withdraw from the Program any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. Licensor shall give written notice to the Licensee of such withdrawal no later than five (5) business days following the removal of any item pursuant to this section.

VII. Licensee Performance Obligations

(a) *Provision of Notice of License Terms to Authorized Users.* Licensee shall make best efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Program is granted under this Agreement including, in particular, any limitations on access or use of the Program as set forth in this Agreement.

(b) *Protection from Unauthorized Use.* Licensee shall use best efforts to inform Authorized Users of the restrictions on use of the Program. In the event of any unauthorized use of the Program by an Authorized User, Licensor at its sole option shall: (a) terminate such Authorized User's access to the Program, (b) terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) request that Licensee terminate such Authorized User's access to the Program. Licensor reserves the right to take any

additional steps to protect the Program from unauthorized use or to avoid recurrence of any unauthorized use.

(c) *Maintaining Confidentiality of Access Passwords.* Licensee shall use best efforts to ensure that Authorized Users do not divulge a customer's password to any third party. Licensee shall also maintain the confidentiality of any institutional passwords provided by Licensor.

VIII. Representations and Warranties.

(a) *Non-Infringement.* Licensor represents and warrants that based upon the Licensor's knowledge, that the Program does not violate any intellectual property rights of any third party and will not contain any defamatory material. Licensee acknowledges and agrees that Licensor owns all of the right, title and interest in and to the Program.

(b) *Authority of Licensor; No Conflict with Other Contractual Obligations.* Licensor represents and warrants to Licensee that it is duly authorized to execute, deliver and perform this Agreement, and this Agreement, upon its due execution and delivery, will be the valid and binding obligation of Licensor enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by Licensor will not violate any agreement or instrument to which Licensor is bound.

(c) *Authority of Licensee; No Conflict with Other Contractual Obligations.* Licensee represents and warrants to Licensor that it is duly authorized to execute, deliver and perform this Agreement, and this Agreement, upon its due execution and delivery, will be the valid and binding obligation of Licensee enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by Licensee will not violate any agreement or instrument to which Licensee is bound.

(d) *Representations.* Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of the Program, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, or moral rights.

EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, AND LICENSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS, IMPLIED, ORAL OR WRITTEN), RELATING TO THE PROGRAM OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR MAKES NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB OR OTHER SUCH COMPUTER PROGRAM. LICENSOR FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO AUTHORIZED USERS, OR TO ANY THIRD PARTY.

IX. Fees

(a) *Payment.* Licensee agrees to pay an annual licensing fee for use of the Program within the Territory as set forth in the schedule of fees in Exhibit E of this Agreement. In the event Licensee is a member of HPCANYS, Licensee shall be entitled to a reduction of this licensee fee (the “Fee Reduction Amount”). Payment shall be made directly to Licensor and is due upon execution of this Agreement. The annual licensee fee for any extensions or renewal Terms for this Agreement shall be established by Licensor thirty (30) days prior to the expiration of the Agreement and will be due within thirty (30) days of invoice. Licensee acknowledges and agrees that in the event its membership with HPCANYS is terminated, Licensee shall reimburse Licensor a prorated portion of the Fee Reduction Amount, with such amount to be determined by the date in which Licensee ceases to be a member of HPCANYS.

X. Term and Termination.

(a) *Term.* Subject to the terms and conditions set forth in this Agreement, the term of this Agreement will commence on the Effective Date and will end one (1) year thereafter or until terminated earlier as provided herein.

(b) *Termination.*

(1) In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have two (2) business days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within two (2) business days, the non-breaching party shall have the right to terminate the Agreement without further notice.

(2) Upon termination of this Agreement, access to the Program by Licensee and its employees and volunteers shall be terminated. Any and all copies, regardless of form, of Program and any materials related thereto shall be promptly returned to Licensor or destroyed.

(3) Licensee agrees that this Agreement will automatically terminate if the Licensee fails to maintain its web-hosting agreement with the Host or make all payments associated with such agreement.

(c) *Effect of Termination.*

(1) The termination of this Agreement for any reason will not affect the rights and obligations of the parties accrued under this Agreement through the date of termination.

(d) *Renewal.* This Agreement shall be renewable at the end of the current term for a successive one (1) year term unless either party gives written notice of its intention not to renew thirty (30) days prior to the expiration of the current term.

XI. Confidentiality

With respect to the treatment of Confidential Information (including but not limited to records containing Confidential Information and information exchanged in connection with this Agreement), Licensee agrees to maintain, and to ensure that all of its Authorized Users, subcontractors and agents maintain, appropriate measures to ensure the security, confidentiality and integrity of such records, including measures to protect against the unauthorized use, access, destruction, loss or alteration of such records. Licensor retains the right to review audits, test results or other equivalent evaluations related to these measures.

"Confidential Information" means (1) information about a party disclosed by such party or otherwise obtained by the recipient, relating to the disclosing party's product development strategy or activity, corporate assessments, strategic plans, customer lists, patient information, financial or statistical information, accounting information, hardware, firmware, software, systems, processes, formulae, inventions, discoveries, policies, guidelines, procedures, practices, disputes or litigation; (2) other confidential, proprietary or trade secret information of a party that is identified in writing as such at the time of its first disclosure; (3) confidential, proprietary or trade secret information orally disclosed by a party and identified as such on the date of its first disclosure with a written summary thereof provided to the recipient within thirty (30) days of disclosure; (4) all other confidential, proprietary or trade secret information of a party, which a reasonable person employed in the financial industry would recognize as such; (5) information about a party's employees, contractors or customers which, if released, would cause an unlawful or actionable invasion of privacy; and (6) compilations or summaries that contain Confidential Information. For purposes of this Agreement, Confidential Information shall be deemed to be disclosed by a party if such information is disclosed by any of its employees, agents, contractors, representatives or affiliates.

Licensee agrees to fully defend and indemnify and hold harmless Licensor of and from any and all claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorneys fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any claim in connection with Licensee's breach or threatened breach of the Confidentiality obligations in this Agreement or any portion thereof.

XII. Miscellaneous.

(a) *Governing Law.* This Agreement must be governed by the laws of the State of New York (without regard to its principles of conflicts of laws).

(b) *Entire Agreement.*

(1) This Agreement and its Exhibits constitute the entire agreement and understanding between the parties and there are no promises, warranties, restrictions, representations, conditions, provisions or other terms related to this Agreement other than those expressly set forth in this Agreement.

(2) This Agreement supersedes all previous understandings, agreements and representations between the parties, written or oral, with respect to the subject matter of this Agreement.

(d) *Amendment.* This Agreement may be amended only in writing and signed by all of the parties.

(e) *Form of Relationship and Limitations on Damages.*

(1) *Neither Party Agent nor Legal Representative of Other.* This Agreement does not constitute any party the agent or legal representative of any other party for any purpose whatsoever.

(2) *No Partnership.* This Agreement does not create a partnership or joint venture or any similar relationship.

(3) *Limitation of Liability.* In no event will either party (or any affiliate, successor or assign of a party), as such, be liable for any punitive, exemplary, special or consequential damages, arising under or in connection with this Agreement or by reason of a breach of this Agreement, including damages for loss of profits or revenues, whether based upon contract, tort (including negligence, duty to warn and strict liability), breach of warranty or any other legal or equitable grounds, even if such party has been advised of the possibility of such damages.

LICENSOR'S ENTIRE LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEES, IF ANY, PAID BY LICENSEE FOR THE PROGRAM. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

(f) *Waiver.* No waiver will be effective against any party unless it is in a writing signed by that party. Failure of any party at any time to require performance by the other party of any provision of this Agreement will in no way affect the full right to require such performance at any time thereafter. Waiver by any party of a breach of any obligation under this Agreement will not constitute a waiver of any succeeding breach of the same obligation itself. Failure of any party to exercise any of its rights provided under this Agreement will not constitute a waiver of such right.

(g) *Counterparts.* This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(h) *Third Party Beneficiaries; Successors and Assigns.* This Agreement will inure to the benefit of and be binding upon the parties and their respective successors, assigns, and Licensor's designated beneficiaries. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, either voluntarily or involuntarily, including by operation of law, without the prior written consent of Licensor. Any attempted assignment or delegation not permitted by this paragraph will be void.

Exhibit A

*The Hard Copies and/or products that are currently available for sale at the e-commerce portion of the www.assuringyourwishes.org site include:

- Enrollee Identification Cards
- Letterhead
- #10 business envelopes
- 9”x 12” outer mailing envelopes
- Program brochures with licensee name, contact information and logo
- Mouse pads
- Standard ballpoint pen
- Rope pen
- Memo pads
- Post-it notes

***The product line can change at any time without advance notice.**

Exhibit B

Confidentiality Agreement

- I acknowledge that in regard to my job responsibilities related to www.Assuringyourwishes.org (AYW), I recognize that all materials submitted by the public to be stored and all stored documents are to be regarded as confidential.
- It is not permissible to share this information with anyone other than those individuals affiliated with AYW and have a need to know this information, individuals who have provided the documents and anyone permitted to have this information as outlined in a signed authorization by the individual.
- A breach of confidentiality occurs when a staff member or volunteer willfully, negligently, or carelessly discloses or causes to be disclosed orally or in written form any confidential information to any other person other than those delineated above.
- I understand that violation of this agreement may subject me to civil penalties and/or disciplinary action up to and including dismissal.

Signature/Title: _____

Date: _____

6. What is the e-mail address at which you would like someone to contact you if they have a question?_____

7. What is the mailing address to which you would like individuals to send their directives to be uploaded?_____

Address

City, State ZIP Code

8. Does your organization have a website? Yes No

Would you like us to add the address as a link?

What is the web address? [www.](#)_____

9. If you would like us to incorporate your logo onto the living will form and the brochures, if ordered, please send us an AI (Adobe Illustrator) file, jpeg or a high resolution (300dpi) tiff file of your logo to astern@hospiceofrockland.org.

Exhibit D



90 N Franklin Turnpike
Ramsey, NJ 07446
P: 201/818-1455 F: 201/818-9583
www.lakefrontmedia.com

Hosting - Terms & Conditions

WEB HOSTING DETAILS

Within this TOS, AUP, and SLA, the usage of "us", "we", "our", "ours", "Company" shall constitute reference to Lakefront Media, Inc., the usage of "you", "your", "they", "them", "Customer", "Client" shall refer to client / customer of Lakefront Media, Inc

Use of Company Service constitutes acceptance and agreement to Company's AUP (Acceptable Use Policy) as well as Company's TOS (Terms of Service). Company reserves the right to revise, amend, or modify this AUP, our TOS (Terms of Service) and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our TOS (Terms of Service). All users of Company's Internet services, and their clients, must comply with this AUP and our TOS (Terms of Service).

ACCEPTABLE USE POLICY (AUP)

We support the uncensored flow of information and ideas over the Internet and do not actively monitor subscriber activity under normal circumstances. Similarly, we do not exercise editorial control over the content of any web site, e-mail transmission, newsgroups, or other material created or accessible over or through the services, except for certain proprietary Web sites. However, in accordance with our TOS (Terms of Service), we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. Company may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Your violation of this AUP may result in the suspension or immediate termination of either your Company account or other actions as detailed below without notice, based upon the nature of the violation.

The following is intended to provide a basic understanding of Company's AUP. The following are guidelines for the establishment and enforcement of Company's AUP. We prefer to advise customers of inappropriate behavior and any necessary corrective action, however based on the nature of the violation, we reserve the right to immediately terminate service without notice.

THE FOLLOWING CONSTITUTE VIOLATIONS OF THIS AUP:

- **Illegal Activities:** Company's services may not be used for or in support of illegal purposes / activities. Company reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.
- **Pornography:** Client may not use Company's service to transmit or store pornographic material in any way including but not limited to e-mail, uploading, and posting.
- **Harm, Endangerment to other people:** You may not use Company's service to harm, or attempt to harm, minors or other persons in any way, including, but not limited to child pornography, or use of Company's service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
- **Forgery or impersonation:** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.
- **Unsolicited E-mail, News Bombing (SPAM):** Use of Company's service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Spam complaints will be sent to the e-mail address on file. Violations of this type will result in the immediate suspension of the offending web site on the Company server. Failure to respond to complaints within a 24 hour time frame will result in the Company's abuse staff suspending the offending web site or hosting account by whatever means necessary. Should the account become re-activated without the express written consent of Company's Abuse Department, the offending web site or hosting account will be immediately terminated, and may result in suspension / termination of Client's account should the site and/or client re-appear on the server. Anyone hosting or using services that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their services immediately removed from our network. The services will not be restored until such time that you agree to remove any and all traces of the offending material immediately upon reconnection and agree to allow us access to confirm that all material has been completely removed. Severe violations may result in immediate and permanent termination of service without notice to the customer. Any Client guilty of a second violation will be immediately and permanently removed from our network without notice. Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending Company account.
- **Copyright or trademark infringement:** Use of Company's service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software is prohibited. Use of the Company's service to collect, or attempt to collect, personal

information about third parties without their knowledge or consent is prohibited. Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.

- **Network disruptions:** Use of Company's service for any activity which affects the ability of other people or systems to use Company's Services or the Internet is prohibited. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. Company will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data. Company does not allow the hosting of IRC, IRC Bots, or eggdrops on our network. Clients found hosting this material will be subject to immediate cancellation without refund. Use of Company's service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Company's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending Company account is subject to immediate termination.
- **Security:** You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.
- **Security Risk:** Should your account become a security risk to our network, including, but not limited to: presumed compromised servers, outbound verified attacks, inbound recipient of an attack, spamming, illegal content, etc. Company will normally attempt to contact the you, giving 24 hours notice, after which time, we will attempt to gain entry to your account with passwords on file. Should the passwords not be accessible to Company staff, Company reserves the right to suspend or gain entry to your account through any available means. In extreme circumstances (as determined by Company's sole discretion) Company reserves the right to suspend your account or take other actions related to your account, including unlimited access to web site, email and other materials without advance notice.
- **Network Security:** Company accounts operate on a dedicated network server. Excessive use or abuse of these resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.

REPORTING VIOLATIONS OF COMPANY AUP

Company requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at info@lfmedia.com. If possible, please provide the IP address used to commit the violation, date and time of the violation, and evidence of the violation.

TERMS OF SERVICE (TOS)

ACCEPTANCE OF CONTRACTUAL AGREEMENT

1. Client agrees that by placing an order either by means of electronic ordering (web order form) or submitting a written contract, and receipt of such order by Company, that Client agrees to our TOS, AUP, and SLA. No Modifications of said contract by customer is allowed.
2. Company will provide, and Customer will purchase and pay for, the Services, and service fees specified in the Order for the Services. Customer acknowledges that the service fees have been communicated to the customer, and that they are aware of all applicable charges as per contract, AUP, SLA, and TOS. Customer also understands that any promotional offers unless specified in contractual terms will not be applicable to their individual service.
3. In connection with any Hosting Services, if Customer's actual bandwidth or disk space usage in any month exceeds the amount specified in Customer's contract, Customer will pay Company any additional fees as specified in the Service Description. Failure to pay a bandwidth or disk space overage bill by the due date may result in suspension or termination of Services.

DELINQUENT ACCOUNTS

Company may suspend or terminate Services upon failure of Customer to pay charges when due. Such suspension or termination will not relieve Customer of responsibility for the payment of all accrued service fees, or any collection fees. Accounts not paid by due date are subject to a Fifteen and no/100 Dollar (\$15.00) late fee and interest at the rate of nine and one half percent (9 1/2) per annum, or the maximum amount allowable by law. Accounts that are not collectible by Company will be turned over to an outside agency for collection. If your account is turned over for collection, you agree to pay the company a "Processing and Collection" Fee of not less than \$50 (fifty dollars) nor more than \$150 (one hundred fifty dollars).

REFUNDS AND DISPUTES

Payments to Company are nonrefundable. This includes any setup fees and monthly fees regardless of usage. All billing disputes must be reported in writing within 30 days of the disputed billing. Disputed charges to your credit card issuer, also known as chargebacks, may result in suspension or termination of your account if Company determines that disputed charges are valid. In such a case, Company may impose reconnection fees to restore the desired service.

ACCOUNT CANCELLATION

All requests to cancel any Services must be made in writing with at least 30 days prior written notice and faxed to 201-818-9583 or mailed to:

Lakefront Media, Inc.
90 N. Franklin Turnpike
Ramsey, NJ 07446

PRIVACY OF CLIENT INFORMATION

Company has a policy of respecting the privacy of Client information. However, Company may gain access to Client's private information in the normal course of providing Services. For example, in the course of assisting Client personnel with email issues Company may observe the sender, recipient, subject or contents of email messages. Though Company will not normally divulge such information to third parties, Company reserves the right to divulge Client information to Company's attorney, law enforcement agencies or as otherwise required by law.

SERVICE LEVEL AGREEMENT (SLA)

HOSTING SERVICES

Lakefront Media, Inc. provides Hosting Services through our hosting partner on a dedicated web server. From time to time Lakefront Media, Inc. and our hosting partner (collectively "System Administration") may provide security updates, patches, kernel upgrades, and other kinds of system administration without charge. In addition to these services System Administration may make recommendations to improve the overall performance, security, and updates to the service. At the discretion of Lakefront Media, Inc. any installation, configuration, or tuning of the server may be considered billable. You will be notified and requested to approve any such billable services. Any support not included with your Hosting Services will be subject to our usual, agreed upon labor rate.

NETWORK UPTIME

Network Uptime is the total time in a calendar month that Company's network is available through the Internet, provided that Client has established connectivity. Company takes responsibility for Network availability within their network, however, we cannot be held liable for upstream problems, outside of our network. Our guarantee is that our Network will be available to clients free of Network Outages, that result in 100% packet loss, 99.9% of each calendar month

NETWORK OUTAGES OR UNSCHEDULED DOWNTIME

Network Outages or Unscheduled Downtime is any unplanned or unscheduled interruption in Service availability during which Client is unable to access the services as described in the section titled "Network Uptime" above. A Network Outage is defined as a period in which 100% packet loss to our network is experienced, which is determined to have been caused by a problem in Company's Network as confirmed by Company. Downtime or outages are measured as the total length of time of the unplanned interruption in service availability in a calendar month.

SCHEDULED DOWNTIME

Scheduled Downtime is any Company scheduled interruption of Services for the purpose of network upgrades, software enhancements, or replacement of any equipment in order to provide better service for you.

SLA NETWORK VIOLATION CREDIT

SLA Network Violation Credit occurs when our network uptime guarantee is not met. Company will refund the customer 5% of the monthly fee for each hour of downtime (up to 100% of what Customer is paying monthly) for network downtime. Network downtime is measured from the time the network is 100% unreachable, until service is once again restored. In order to request a performance credit, you must e-mail our sales department, within 10 days of reported violation, at: info@lfmedia.com. SLA violations will be reviewed by our personnel Monday - Friday 9AM to 5PM EST and applied on the 1st business day of the next month.

The following are excluded from the monthly calculation of service availability:

- Scheduled Downtime
- Problems outside of Company's network (upstream providers, or client's inbound connection) not resulting in 100% loss to our network
- Interruption or failure of service caused by client, client's employees, client's customers, etc. to their service. These include inaccurate configuration, 3rd party software, client abuse or over utilization of resources, hacked servers, attacks, exploits, or server hardware failures.
- Brief interruptions of less than five minutes for machine reboots, installation of security updates, software upgrades or configuration changes.

Server hardware is defined as the Processor(s), RAM, hard disk(s), motherboard, NIC card, switches and other related hardware.

BACKUPS

Company makes daily backup copies of all Client data (web site) to guard against the loss of data in case of hardware or software failure or any other cause. Company will provide recovery services to minimize downtime. However, Company shall not be liable for loss of Client data under any circumstance.

WORLD-CLASS DATA CENTERS

- World-class networking
- DWDM powered multi-10 Gigabit Ethernet backbone.
- Connected to multiple diverse upstream providers totaling 9 Gbps of Tier-1 Internet Bandwidth.
- Power and network connectivity have two diverse paths into our facility.
- Fully integrated Monitoring System for all critical building, server and network systems
- State of the art Security Technology and 24x7 on-site security staff.

- 24x7 Network Operations Center and on-site Data Center Staff.

SYSTEMS AND NETWORK INFRASTRUCTURE AND SECURITY

- Best-of-breed equipment for routers, firewalls, and servers.
- 24x7 dedicated/prevention systems ensure network perimeter remains secure.
- Security Services (Anti-Virus, Scanning)
- Daily scans, as well as real-time on-access virus scanning of files (Windows servers only).
- Security scanning is offered once a month per server, with review and report of security scans, including any recommended remediation actions.
- State of the art Security Technology and 24x7 on-site security staff.

Exhibit E

Schedule of Fees

Territory (County or Counties)	Total Fees	HPCANYS Discount (Yes/No)

* Current Fees for the Program are as follows:

1. \$3000/yr. for a **single county**, **\$1000/yr. each additional county** for HPCANYS members
2. \$4000/yr. for a **single county**, **\$1000/yr. each additional county** for non-HPCANYS members