

MASTER SERVICE AGREEMENT

PLEASE READ VERY CAREFULLY THESE TERMS AND CONDITIONS BEFORE USING ECS AND PARTNER SERVICES. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE CONTACT ECS TO DISCUSS BEFORE ORDERING OR USING THE SERVICES.

PLEASE NOTE THAT ECS PARTNER SERVICES ARE STRICTLY RESERVED AND PROVIDED TO BUSINESSES AND ARE NOT FOR CONSUMERS. YOU REPRESENT AND WARRANT THAT YOU OR, IF APPLICABLE, THE PERSON THAT YOU ACT FOR, FOR THE PURPOSES HEREOF AS DULY AUTHORIZED REPRESENTATIVE, ARE A BUSINESS OR A MERCHANT, AND THAT YOU ARE BUYING ECS SERVICES FOR BUSINESS PURPOSES ONLY. IF YOU ARE A CONSUMER OR ARE NOT BUYING ECS SERVICES FOR BUSINESS PURPOSES, PLEASE CONTACT ECS TO DISCUSS BEFORE ORDERING OR USING THE SERVICES.

BY ORDERING AND/OR USING ECS'S SERVICES, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS MASTER SERVICE AGREEMENT, THE ATTACHED APPENDIX A: MICROSOFT SOFTWARE USE-TERMS AND CONDITIONS, ECS'S AND PARTNER ACCEPTABLE USE POLICY, ECS'S SERVICE LEVEL AGREEMENT (THE "SERVICE LEVEL AGREEMENT" OR "SLA"), ECS'S PRIVACY POLICY AND ECS'S NO-SPAM POLICY, EACH OF WHICH MAY BE FOUND AT [HTTP://WWW.EFFICIENTCOMPUTERSERVICE.COM](http://www.efficientcomputerservice.com) (COLLECTIVELY, THE "**AGREEMENT**"). (For present purposes, "**Person**" means an individual, corporation, company, cooperative, partnership, trust, unincorporated association, entity with juridical personality or governmental authority or body, and pronouns that refer to a Person shall have a similarly extended meaning. "**Includes**" and "**including**", when used in this Agreement, mean "including (or includes) without limitation.")

THIS AGREEMENT is by and between Efficient Computer Service, with offices at P.O. Box 17767, Clearwater, FL 33762 ("**ECS**"), and the recipient and payor of Services hereunder as identified as part of the subscription process for ECS Services ("**You**" and, where appropriate, "**Your**", "**Yours**" or "**Yourself**").

ECS and You agree as follows:

1. PROVISION OF SERVICES

ECS agrees to provide to You such Services as You order and pay for in accordance with and subject to your compliance with the Agreement. For present purposes, "**Services**" means such SharePoint, Web Hosting, Virtual Private Server, Exchange Hosting, CRM, and other remotely provided services as offered by ECS.

2. LAWFUL USE OF THE SERVICES

You agree to use all Services provided to You hereunder only for Your lawful, appropriate, and permitted internal purposes hereunder. In no event may You resell the Services without prior written approval by becoming a registered ECS Reseller. In addition, You may not use the Services if You are a competitor of ECS (as determined by ECS in its sole discretion). In the event that your use of the Services violates any law, rule or regulation or this Agreement, ECS shall have the right to immediately terminate this Agreement and/or Services and pursue any and all its other remedies.

3. TERM, TERMINATION, CANCELLATION POLICY

3.1 Term

The Agreement's "Term" is comprised of the Initial Term and any Renewal Term (each, as defined below).

a. Monthly Plan Agreement Term. For monthly plans, the "Initial Term" is defined as the period from the date of your initial payment or execution of this Agreement, whichever occurs earlier, until the thirtieth (30th) day thereafter. "Renewal Terms" for monthly plans, are defined as the thirty (30) day period beginning at the end of the Initial Term and each subsequent thirty (30) day period thereafter.

b. Prepaid Yearly Plan Agreement Term. For prepaid yearly plans, the "Initial Term" is defined as the period from the date of your initial payment or execution of this Agreement, whichever occurs earlier, through the end of the twelve (12) calendar month period thereafter. "Renewal Terms" for prepaid yearly plans are defined as the twelve (12) month period beginning at the end of the Initial Term and each subsequent twelve (12) month period thereafter.

c. Defined Term Plan Agreement Term. For defined term plan plans, the "**Initial Term**" is defined as the period from the date of your initial payment or execution of this Agreement, whichever occurs earlier, until such time as You agree to be bound by the terms of this Agreement in accordance with ECS's registration process. "**Renewal Terms**" for defined term plan are defined as the twelve (12) month period beginning at the end of the Initial Term and each subsequent twelve (12) month period thereafter.

d. Automatic Renewal. This Agreement shall renew automatically at the end of the Initial Term and each Renewal Term unless terminated in accordance with this Agreement either by You or by ECS.

3.2 Termination for convenience and cancellation policy

a. Monthly Plan. You may terminate the Agreement for convenience at any time with a thirty (30) days advance written notice. The termination effective date will be a minimum of thirty (30) days after receipt of the written notice. If You terminate for convenience a monthly plan prior to the end of the then current Term, ECS shall not be required to refund You fees already paid and you will be charged the entire month in which the effective termination date occurs. For plans that are having a different billing cycle than monthly, such as a three (3) month or a six (6) month cycle, ECS is not required to be reimbursed for the unused month(s) after the termination effective date. In every case, if reimbursement is provided at the sole discretion of ECS, only full months shall be reimbursed, no partial monthly fees shall be refunded.

b. Prepaid Yearly Term.

1) For all Services with a prepaid yearly term contract including the Starter Web Hosting Plan, you may terminate the Agreement for convenience with a thirty (30) days advance written notice before the end of the Term. However, if the written notice is received after this required thirty (30) days but before the end of the Term, ECS may charge You a fee of \$50.00 to proceed with the cancellation.

2) If you terminate your account for convenience prior to the end of the Term, ECS will not reimburse any prepaid fees and/or if your account has automatically renewed and we did not receive your written notice on time, You will be charged for all the months remained unpaid.

c. Defined Term Plan. You may terminate the Agreement for convenience at any time on ninety (90) days advance written notice. The termination effective date will be ninety (90) days after receipt of the written notice. If You terminate for convenience such plan prior to the end of the then current Term, ECS shall not be required to refund You fees already paid and You will be charged the entire ensuing ninety (90) day period before which the effective termination date occurs.

3.3 Termination by ECS without cause

ECS may terminate this Agreement without cause by providing written or electronic mail notice of termination to Your administrative email contact address not less than thirty (30) calendar days prior to the effective termination date.

a. Monthly Plan. For monthly plans, if the effective termination date occurs prior to the end of the then current Term, ECS shall refund or not charge You the monthly fees for the month in which Services terminate.

b. Prepaid Yearly Term. If ECS terminates a prepaid yearly term Agreement for convenience prior to the end of the then current Term without cause, a refund equal to the prepaid hosting fees attributable to the remaining month(s) PLUS the fee for the month in which the contract is terminated LESS any unpaid fees may at the sole discretion of ECS be issued within thirty (30) calendar days of account termination. This refund shall be Your sole and exclusive remedy and ECS's entire aggregate liability for ECS's early termination of the Agreement without cause.

c. Defined Term Plan. If ECS terminates a defined term plan Agreement for convenience prior to the end of the then current Term, ECS shall refund or not charge You the fees attributable to the remaining unused months of the current Term.

3.4 Termination for Cause

a. By You. To terminate Your account for ECS's material breach of the terms or conditions of this Agreement, You shall provide to ECS in writing, via email or via certified mail, the details of ECS's material breach and allow ECS thirty (30) days to cure any such violation prior to termination of this Agreement. You may only terminate this Agreement if ECS fails to cure the alleged material breach within such thirty (30) day delay.

b. ECS may terminate any or all Services immediately and without prior notice (termination for cause) for any of the following reasons: any material breach of this agreement, which includes any failure to make payment when due, violation of the ECS's Acceptable Use or No-Spam Policies; or any non-material breach of this Agreement which remains uncured beyond a reasonable time after breach notification; and failure to provide and keep current all administrative contact and billing information. In the event of termination for cause, ECS shall not refund any paid fees. Termination for cause will not cancel or waive any fees owed to ECS as per this Agreement.

3.5 Following Termination

TERMINATION OF YOUR ACCOUNT WILL NOT CANCEL OR WAIVE ANY FEES OWED TO ECS AS PER THIS AGREEMENT. YOUR DATA AND ACCOUNT SETTINGS SHALL BE IRREVOCABLY DELETED 30 DAYS FROM THE DATE OF TERMINATION (OR AS OTHERWISE SET FORTH IN THE SLA) UNLESS YOU HAVE BY SUCH DATE PAID ALL AMOUNTS AND DAMAGES OWED TO ECS, INCLUDING WEB SITE CONTENT, DATABASES, AND EMAIL MESSAGES. IT SHALL BE YOUR SOLELY AND EXCLUSIVE RESPONSIBILITY TO SECURE ALL NECESSARY DATA FROM YOUR ACCOUNT PRIOR TO TERMINATION.

4. FEES, BILLING, TAXES, CHARGES

4.1 Fees

The fees set forth at the outset of Your account shall be effective for the Initial Term and each Renewal Term of this Agreement, provided that ECS shall have the right to increase these fees at any time upon thirty (30) days written notice to You. In the event that You do not agree with such fee increase, You shall have the right to terminate this Agreement upon thirty (30) days written notice, provided that such notice of termination must be received within thirty (30) days of date of notice of the fee increase.

4.2 Billing and Payment Arrangements

ECS will bill You on a monthly basis for all recurring fees. One-time fees, including late payment fees, and returned check fees may occur at any time. All plan or feature changes may be billed within a seven (7) day period. No refunds or adjustment shall be issued for one-time fees. For recurring fees, no refund or adjustment for plan downgrades or elimination of plan features within the current monthly term shall be issued. INVOICES/PAYMENTS ARE IRREVOCABLY DEEMED FINAL AND ACCEPTED BY YOU SEVEN (7) DAYS FROM THE LATER OF WHEN (I) YOUR INVOICE IS ISSUED AND (II) YOU MAKE PAYMENT THEREOF (INCLUDING THROUGH YOUR CREDIT CARD AS AUTHORIZED HEREUNDER). YOU SHALL AT ALL TIMES PROVIDE AND KEEP CURRENT AND UP-TO-DATE YOUR CONTACT INFORMATION FOR ACCOUNT MANAGEMENT AND BILLING OF SERVICES.

4.3 Payment by Credit Card

a. ECS will provide you the option to pay by credit card or ACH using the secure online Intuit Online Payment Service. Each invoice for service will have a secure payment link at the bottom enabling that invoice to be paid securely online.

4.4 Payment by Check

a. For payment by check, ECS shall provide an electronic invoice to You at each billing cycle in PDF format. Payment by check must be received within fifteen (15) days after the issuing of the invoice.

b. Should Your check not be honored by the financial institution, a returned check fee in the amount of \$50.00 (fifty dollars) or the maximum amount allowed by law, will be assessed.

c. In the event You fail to make timely payment for any reason by the due date of the invoice, your account may be assessed a late fee of \$25.00. Should your account become thirty (30) days past due, Your access to the server may be immediately suspended. During such suspension, incoming and outgoing emails will not be available, but existing data will not be affected. After forty-five (45) days of non-payment from when the date payment is due, ECS shall have the right, without limitation, to immediately terminate this Agreement and services. A mandatory re-instatement fee of \$200.00 shall be required to be paid along with all invoices due and late payment fees prior to the services being turned back on.

d. In the event of a late or dishonored check, You may be required to pay via Cashier's Check or money order or online payment by Credit Card or ACH using the Intuit Online Payment Network.

4.5 Excess use

You shall monitor and maintain Your accounts within all plan-specified limits and in a manner that does not disrupt the activities of other ECS customers. In the event Your usage exceeds the limits for Your account or may disrupt the activities of other ECS customers, You agree ECS may, in its sole discretion, (i) charge You for such excess usage via Your credit card, or by invoice, (ii) upgrade You to a plan or increase the limits on Your account to address this excess usage, and/or (iii) suspend or terminate Your account for cause. Usage and associated charges for excess usage shall be determined based solely upon ECS's collected usage information. Unused monthly allotments shall not accrue or carry over from one month to any other month. Upon any upgrade or increase on the limits of Your Account, You shall be responsible for the new costs and fees.

4.6 Taxes

You shall be liable for taxes, governmental fees and assessments to be paid related to fees and charges arising under this Agreement or in connection with the Services. You shall also pay all taxes, fees, and assessments of any nature associated with products or services sold through the use of or with the aid of the Services.

5. MODIFICATION OF TERMS

ECS may update, amend, modify or supplement the terms and conditions of this Agreement from time to time and will use reasonable efforts to notify you of this. You are responsible for regularly reviewing the most current version of this Agreement at any time at <http://www.efficientcomputerservice.com>. If at any time you do not agree with any MASTER SERVICE AGREEMENT amendment, modification or supplement to the terms and conditions of this Agreement, you may terminate this Agreement for convenience as per Section 3.2.

6. LIMITED WARRANTY, LIMITATION OF DAMAGES.

6.1 ECS PROVIDES SERVICES ON AN "AS IS", "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTIES, CONDITIONS OR REPRESENTATIONS ALL OF WHICH ARE DISCLAIMED, WAIVED AND EXCLUDED. YOU EXPRESSLY AGREE THAT ANY AND ALL USE OF SERVICES IS AT YOUR RISK AND PERIL. ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR LEGAL, WHETHER ARISING BY LAW, CONTRACT, STATUTE, USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR PERFORMANCE, OR THE PARTIES' CONDUCT OR COMMUNICATIONS WITH ONE ANOTHER, OR WHETHER ARISING AS RESULT OF THE NATURE OF THIS AGREEMENT OR IN CONFORMITY WITH USAGE, EQUITY OR LAW, OR OTHERWISE, INCLUDING ANY AND ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF TITLE, OWNERSHIP (INCLUDING BUT NOT LIMITED TO THE WARRANTY THAT THE RELEVANT PROPERTY IS FREE OF ANY OTHER RIGHTS OR CHARGES), INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR OR GENERAL PURPOSE, QUALITY AND WORKMANSHIP, ARE HEREBY DISCLAIMED, WAIVED AND EXCLUDED.

6.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING CONTRARY IN THIS AGREEMENT, YOU AGREE THAT ECS'S (AND THAT OF ITS SUBSIDIARIES, PARTNERS, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, MANDATARIES, VENDORS AND LICENSORS) TOTAL MAXIMUM AGGREGATE CUMULATIVE LIABILITY, FOR ALL PAST, PRESENT OR FUTURE CLAIMS, DEMANDS, FINES, PENALTIES, ACTIONS, CAUSES OF ACTIONS, REQUESTS, LAWSUITS, JUDGMENTS, DAMAGES, LIABILITIES COSTS, EXPENSES, PREJUDICES OR LOSSES, INCLUDING REASONABLE ATTORNEYS FEES ("CLAIMS") ARISING AS A RESULT OF OR IN RELATION TO THIS AGREEMENT, SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES AND SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED, IN THE AGGREGATE FOR ALL CLAIMS BY ANY AND ALL PERSONS, 50% OF ALL FEES ACTUALLY PAID TO ECS IN A GIVEN MONTH BY YOU UNDER THIS AGREEMENT.

6.3 ECS AND ITS SUBSIDIARIES, PARTNERS, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, MANDATARIES, VENDORS AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES FOR LOST PROFITS, GAINS OR OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE, REGARDLESS OF WHETHER ECS HAS BEEN ADVISED OF SUCH DAMAGES OR THEIR POSSIBILITY.

6.4 You agree that Your recourses and remedies and ECS's (and its SUBSIDIARIES', AFFILIATES', OFFICERS', EMPLOYEES', AGENTS', PARTNERS', MANDATARIES', VENDORS' AND LICENSORS') liability hereunder may be further limited by the Service Level Agreement.

6.5 You are fully responsible for the content of the information and data passing through ECS's network or using the Services and for all activities that You conduct with the assistance of the Services.

7. PATENTS, COPYRIGHTS, TRADEMARKS, AND OTHER INTELLECTUAL AND PROPRIETARY RIGHTS

7.1 Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to You. All right, title, and interest in any product or service provided to You is solely the property of ECS and its vendors and licensors. These products and services are only for Your use in connection with the Services.

7.2 You hereby represent and warrant to ECS that You have the right to use any patented, copyrighted, trademarked or proprietary material which You use, post, or otherwise transfer to or by way of ECS partner Services and/or servers.

8. HARDWARE, EQUIPMENT, AND SOFTWARE

You are responsible for and must provide all phones, phone services, computers, software, hardware, and other services necessary to access the Services. ECS makes no representations, warranties, or assurances that Your equipment will be compatible with ECS services.

9. INDEMNIFICATION

You shall indemnify, defend and hold harmless ECS (and its subsidiaries, partners, affiliates, officers, employees, agents, partners, mandataries, vendors and licensors) of any and all Claims (including third party Claims) arising as a result of or in relation to any breach of this Agreement or fault by You, or in relation to any activities conducted by You through the Services, or otherwise in relation to Your products or services.

10. MISCELLANEOUS

10.1 Governing Law, Jurisdiction, Forum, Attorneys' Fees

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. You and ECS hereby agree to the exclusive jurisdiction of the courts of Pinellas County, Florida for the resolution of any disputes over any action, claim, demand, proceeding or lawsuit whatsoever arising under or in relation to this Agreement or its subject matter. The parties irrevocably agree, consent and submit themselves to the subject matter and personal jurisdiction of the courts of Pinellas County situated therein for such purposes. This choice of jurisdiction does not prevent either Party from seeking injunctive relief with respect to a violation, infringement or misappropriation of intellectual property rights or confidentiality obligations in any jurisdiction.

10.2 Severability

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other provisions of this Agreement, and this Agreement shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

10.3 Waiver

No waiver by ECS of any breach by You of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of this Agreement. No such waiver shall be effective unless it is in writing signed by the parties hereto, and then only to the extent expressly set forth in such writing. No modification of this Agreement shall be effective unless it is in writing and signed by ECS, and then only to the extent set forth in such writing. We may modify or amend this Agreement, including the Service Level Agreement and the rates and fees, from time to time. Unless otherwise provided in this Agreement, all such modifications or amendments shall be effective immediately upon posting on the Website. You may request a copy of the revised Agreement by emailing us at support@efficientcomputerservice.com. YOUR CONTINUED USE OF YOUR ACCOUNT AND/OR THE SERVICES AFTER THE NOTICE PERIOD WILL BE CONCLUSIVELY DEEMED TO BE ACCEPTANCE BY YOU OF ANY SUCH MODIFICATIONS OR AMENDMENTS.

10.4 Assignment

Neither party may assign or transfer this Agreement or any rights or obligations hereunder, in whole or in part, except with the prior written consent of the other party, which shall not be unreasonably withheld; provided that ECS may assign or transfer this Agreement, or any rights or obligations hereunder, in whole or in part: (i) to an affiliate of ECS, (ii) in connection with a merger, amalgamation or sale of all or a substantial part of the business of ECS, or (iii) for financing, securitization or other similar purposes, which assignments and/or transfers shall operate novation and discharge ECS hereunder. A change of control of You shall be deemed to be an assignment and transfer hereunder and shall be governed by the requirements of this provision.

10.5 Excused Performance

Except for monetary obligations, this Agreement and Your obligations hereunder shall not be affected or impaired because ECS is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of circumstances beyond ECS's control (including any and all labor disputes, strikes and lockouts, third parties, and failures of the Internet) and ECS's obligations under this Agreement shall be suspended and excused by any such events or circumstances.

10.6 Inactive/Disabled Account Policy

Accounts that have been inactive or disabled either by You contacting ECS and requesting the account be terminated, by You using ECS's administration tools to terminate the account, or by ECS's account service team due to delinquent payment or otherwise, may be permanently deleted three (3) (*Web Hosting Services*) or seven (7) (*SharePoint, Virtual Private Server, Exchange Hosting, and CRM Services*) days, as applicable, after the date of account termination unless You agree to pay a ECS's applicable maintenance fee for the inactive accounts as defined in the MSA.

10.7 Survival

Sections 8, 9, and this Section 10 of this Agreement shall survive termination.

10.8 Entire Agreement

This Agreement constitutes the entire agreement for provision of the Services to You and supersedes all other prior agreements and understandings, both written and oral, between You and ECS with respect to the Services. You understand and agree that ECS and You intend to include, as the sole third party beneficiaries of this Agreement, ECS's software vendors, with all rights and remedies available as if such vendors were a party to this Agreement.