

This Hosting Agreement ("Agreement") governs your purchase and use of all Web site hosting services, including the WebleaseUSA Hosting Services, (the "Services"), as described in the Lease Contract, that you lease and Premtech Financial Corporation, ("Premtech") accepts. You must register and accept the terms of this Agreement in order to use the Services. BY REGISTERING FOR AND USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AS WELL AS ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE. Premtech may modify any of the terms and conditions contained in this Agreement and any policy or guideline incorporated by reference, at any time in its sole discretion and may also determine whether and when the modifications apply to existing or future customers. Any modifications are effective upon posting of the revisions on the Premtech Web site at www.webleaseusa.com (the "Site"). Premtech will post a notice of modifications to this Agreement on the Site for 30 days. Premtech may post modifications to referenced policies and guidelines without notice to you. Your continued use of the Services following Premtech's posting of any modifications constitutes your acceptance of the modifications.

1. Term and Payment for Services

1.1 Term. This Agreement will be for an "Initial Term" as stated in your lease contract and starting from the launch date.

1.2 Liability and Obligations on Termination. If the Agreement expires or is terminated for any reason, Premtech is not liable to you because of the expiration or termination for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with your business, or for any other reason whatsoever flowing from the termination or expiration. If you terminate this Agreement, Premtech will not relieve you of any obligations to pay fees and costs accrued before the termination date or any other amounts you owe to Premtech under this Agreement.

1.3 Charges and payments. All charges and payments for your use of the Services and included in your lease payment for your WebleaseUSA website.

2. Use of Services

2.1 Applicable Policies and Guidelines. The Premtech (WebleaseUSA) Acceptable Use And Service Guidelines (the "Usage Guidelines") govern the general policies and procedures for use of the Services. Premtech's On-line Privacy Statement governs how Premtech collects, stores, processes and uses information associated with your use of the Services. The Usage Guidelines and the On-line Privacy Statement are posted on WebleaseUSA's Web site at www.webleaseusa.com (or such other location as Premtech may specify) and may be updated from time-to-time. YOU SHOULD CAREFULLY READ THE USAGE GUIDELINES. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THE USAGE GUIDELINES AND ANY MODIFICATIONS TO THE TERMS. PREMTECH MAY TERMINATE YOUR ACCOUNT FOR ANY VIOLATION OF THE USAGE GUIDELINES OR THIS AGREEMENT.

2.2 Material and Product Requirements. For customer supplied content or photos, you must ensure that all material and data placed on Premtech's equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation by Premtech. Premtech will make no effort to validate any of this information for content, correctness or usability. If your material is not "server-ready", Premtech may reject this material. Premtech will notify you of its refusal of the material and afford you the opportunity to modify the material to satisfy Premtech's requirements.

2.3 Domain Names. If any dispute or cause of action arises out of or is related to your domain name used in connection with the Services, then upon your request, Premtech will attempt to register with Network Solutions or other registrar an alternative domain name you chose. Upon registering your domain name, you are bound by the terms of Network Solutions' then current domain name policy and the policies of the national DNS registration authorities. Premtech will not refund any fees you paid with respect to the registration of a domain name you are unable to use.

2.4 Security. You are solely responsible for any security breaches affecting servers or accounts under your control. If your email or website is responsible

for or involved in an attack on or unauthorized access into another server or system, Premtech will shut it down immediately. You will pay any charges resulting from the cost to correct security breaches affecting Premtech or any of its other customers.

2.5 Commercial Advertisements via E-Mail. You will not use Premtech services, your account or server to send or facilitate in any way the transmission of unsolicited commercial email. Premtech will enforce substantial penalties, including charging you for related network costs and terminating your account, for violations.

3. Intellectual Property Rights

3.1 Your License Grant to Premtech. You grant to Premtech a non-exclusive, worldwide, and royalty-free license for the Initial Term and any Renewal Term, if applicable, to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use your content as necessary for the purposes of rendering and operating the Services to you under this Agreement. You expressly: (a) grant to Premtech a license to cache materials distributed or made available for distribution via the Services, including content supplied by third parties, and (b) agree that this caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

3.2 Your Warranties and Representations to Premtech. You warrant, represent, and covenant to Premtech that: (a) you possess the legal right and ability to enter into this Agreement; (b) you will use the Services only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines; (c) you will be financially responsible for the use of your account; (d) you have acquired or will acquire all authorization(s) necessary for hypertext links to third-party Web sites or other content; (e) you have verified or will verify the accuracy of materials distributed or made available for distribution via the Services, including your content, descriptive claims, warranties, guarantees, nature of business, and address where business is conducted, and (f) your content does not and will not infringe or violate any right of any

third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.

3.3 Premtech Materials And Intellectual Property. All materials, including any computer software (in object code and source code form), data or information that Premtech or its suppliers or agents develop or provide under this Agreement, and any know-how, methodologies, equipment, or processes Premtech uses to provide the Services to you, including all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto will remain Premtech's or its suppliers' sole and exclusive property. Premtech will also maintain and control ownership of all Internet protocol ("IP") numbers and addresses that Premtech may be assign to you. Premtech may, in its sole discretion, change or remove any and all IP numbers and addresses.

4. Enforcement

4.1 Investigation of Violations. Premtech may investigate any reported violation of this Agreement, or its policies or any complaints and take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, customers or third parties. Premtech will not access or review the contents of any e-mail or similar stored electronic communications except as required or permitted by applicable law or legal process.

4.2 Actions. Premtech may restrict or remove from its servers any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violates any laws. If Premtech becomes aware that you have possibly violated this Agreement, any related policies or guidelines, third party rights or laws, Premtech may immediately take corrective action, including: (a) issuing warnings, (b) suspending or terminating the Service, (c) restricting or prohibiting any and all uses of content hosted on Premtech's systems, and (d) disabling or removing any hypertext links to third-party Web sites, any of your content distributed or made available for distribution via the Services, or other content not supplied by Premtech that, in Premtech's sole discretion, may violate or infringe any

law or third-party rights or that otherwise exposes or potentially exposes Premtech to civil or criminal liability or public ridicule. It is Premtech's policy to terminate repeat infringers. These rights of action, however, do not obligate Premtech to monitor or exert editorial control over the information made available for distribution via the Services. If Premtech takes corrective action because of a possible violation, Premtech will not refund to you any fees you paid in advance of the corrective action.

4.3 Disclosure Rights. To comply with applicable laws and lawful governmental requests, to protect Premtech's systems and customers, or to ensure the integrity and operation of Premtech's business and systems, Premtech may access and disclose any information it considers necessary or appropriate, including, user profile information (i.e., name, e-mail address, etc.), IP addressing and traffic information, usage history, and content residing on Premtech's servers and systems. Premtech may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. To the extent any inconsistency exists between any terms of Premtech's On-line Privacy Statement and Premtech's right to disclose under this section, Premtech's right to disclose under this section will control.

5. Disclaimed Warranties. Premtech exercises no control over, and accepts no responsibility for, the content of the information passing through Premtech's host computers, network hubs and points of presence, or the Internet. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING, ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PREMTECH DOES NOT MAKE AND DISCLAIMS, AND YOU WAIVE ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

6. Limitation and Exclusion of Liability

6.1 Limitations. IN NO EVENT WILL PREMTECH OR ITS SUPPLIERS HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS

TO, OR ALTERATION, THEFT OR DESTRUCTION OF INFORMATION DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE SERVICES THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. NEITHER PREMTECH NOR ITS SUPPLIERS WILL HAVE LIABILITY WITH RESPECT TO PREMTECH'S OBLIGATIONS UNDER THIS AGREEMENT, OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF PREMTECH HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. THE LIABILITY OF PREMTECH AND ITS SUPPLIERS TO YOU FOR ANY REASON AND UPON ANY CAUSE OF ACTION IS LIMITED TO THE AMOUNT YOU ACTUALLY PAID TO PREMTECH UNDER THIS AGREEMENT DURING THE 3 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY PREMTECH UNDER THIS AGREEMENT HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. ACCORDINGLY, YOU RELEASE PREMTECH AND ITS SUPPLIERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATION STATED IN THIS SECTION 6.1.

6.2 Interruption of Service. Premtech and its suppliers are not liable for any temporary delay, outages or interruptions of the Services. Further, Premtech is not liable for any delay or failure to perform its obligations under this Agreement, where the delay or failure results from any act of God or other cause beyond its reasonable control (including, any mechanical, electronic, communications or third-party supplier failure).

7. Indemnification You release and hold harmless, and agree to indemnify, Premtech and its affiliates and suppliers (and their respective employees, directors and representatives) against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including, reasonable attorneys' fees and other litigation expenses) incurred by Premtech or its suppliers, arising out of or relating to: (a) your violation or breach of any term, condition, representation or warranty of this Agreement, or any applicable policy or guideline; (b) your improper or illegal use the Services; or (c) your violation, alleged violation, or misappropriation of any intellectual property right (including trademark,

copyright, patent, trade secrets) or non-proprietary right of a third party (including defamation, libel, violation of privacy or publicity).

8. MISCELLANEOUS PROVISIONS

8.1 Entire Agreement. This Agreement, in conjunction with all policies and guidelines incorporated by reference, constitutes the entire agreement between you and Premtech with respect to the subject matter of the Agreement, and there are no representations, understandings or agreements that are not fully expressed in this Agreement and the related policies and guidelines.

8.2 No Fiduciary Relationship; No Third-Party Beneficiaries. Premtech is not the agent, fiduciary, trustee or other representative of you. Except for the rights of Premtech's suppliers under sections 6 and 7, nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give to any person (other than the parties to this Agreement) any legal or equitable right, remedy or claim under or in respect to this Agreement. This Agreement and all of its representations, warranties, covenants, conditions and provisions are intended to be and are for the sole and exclusive benefit of the parties to this Agreement.

8.3 Amendments. Except as expressly provided in this Agreement, no amendment, change, waiver, or discharge of this Agreement is valid unless in writing and signed by the parties.

8.4 Identification. Premtech may, free of any obligation to pay compensation, use your name and identify you as an Premtech client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.

8.5 Choice of Law and Forum. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF MINNESOTA, WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED IN MINNEAPOLIS, MINNESOTA AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF THESE COURTS.

8.6 Compliance With Laws. You will comply with all applicable laws and regulations and will indemnify and save Premtech harmless from your failure to so comply. Premtech will not have to perform any obligations set forth in this Agreement if the performance would violate any present or future law, regulation or policy of any applicable government.

8.7 Non-Assignment. You may not assign this Agreement or any right or obligation under this Agreement, by operation of law or otherwise, without Premtech's prior written consent. Premtech may assign its rights and obligations under this Agreement, and may utilize affiliates and agents in performing its duties and exercising its rights, without your consent. This Agreement are binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

8.8 No Waiver. Premtech's failure to enforce the strict performance of any provision of this Agreement does not constitute a waiver of Premtech's right to subsequently enforce the provision or any other provisions of this Agreement.

8.9 Severability. If any term or provision of this Agreement is deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement, if applicable, will remain in full force and effect and, if the subject term or provision is deemed to be invalid, void or unenforceable only with respect to a particular application, the term or provision will remain in full force and effect with respect to all other applications.

8.10 Headings. The section headings used in this Agreement are for reference and convenience only and will not enter into the interpretation of the Agreement.

8.11 Survival. All provisions of this Agreement relating to your warranties, intellectual property rights, limitation and exclusion of liability, your indemnification obligations and payment obligations will survive the termination or expiration of the Agreement.

