

INTERNET HOME PAGE AGREEMENT

THIS AGREEMENT (the "Agreement") is hereby entered into between:

The Byte Shop
4201 Church Road, Suite 12B-185, Mount Laurel, NJ 08054 (“Host Provider”)

and

Company Name

Address

City, State, Zip

(the “Customer”)

on the following terms and conditions:

1. General Undertaking.

(a) Setup Services. Host Provider is being hired to combine and develop an assemblage of text, graphics, applications and content supplied by each party into a World Wide Web "Home Page" under this Agreement. Content for the Home Page shall be delivered by each party in proper magnetic or other acceptable format. Any significant development of applications, databases or other components shall be described in the attached Statement of Work. Customer shall provide prompt feedback during development and testing.

(b) Operating Services. Once the Home Page is set up, tested and approved by both parties, Host Provider shall during the remaining Term operate the Home Page on [Host Provider's / Customer's] World Wide Web server. Host Provider shall include up to six (6) hours of labor annually as required for Customer requested changes to the Home Page through the end of the Term. Host Provider reserves the right in its sole discretion to reconfigure hardware, software and other system components and to arrange its location and method of operation as it deems necessary or helpful in meeting the requirements of this Agreement. Upon request, the Host Provider shall supply Customer with reports showing usage levels and other administrative information normally provided to customers.

2. Prices & Payment: Technical services to create, install and test the Home Page are provided at the fixed price for labor of \$100 for the first page, \$75 for each additional page, excluding any fees for graphic artwork such as image scans or custom images. The Home Page will consist of _____ pages for a total of \$_____, such price to include Host Provider's out-of-pocket travel costs if any. Any additional pages created and agreed to by Customer and Host Provider after this agreement will be billed at the above rate. This price assumes Customer will maintain a stable scope of work and provide prompt feedback during development and testing. A deposit of \$_____ is required at the time of this agreement for development services with balance payable upon final delivery of the Home Page or as otherwise mutually agreed by the parties. Unless otherwise agreed, each party shall bear the cost, if any, of content it may contribute to development of the Home Page. Ongoing operating services are provided at the rate of \$_____ per month payable quarterly following initial design. Labor required for Customer requested changes beyond what is specified in Section 1(b) shall be billed at the hourly rate of \$45. The operating fee shall be paid each billing period in advance promptly upon receipt of invoice. In addition, the Customer shall pay the cost of establishing and maintaining registration of any separate Internet domain name for its Web Page.

3. Term of Agreement. This Agreement shall commence on the date last below written. Unless terminated earlier under Section 12 ("Termination"), this Agreement shall continue in full force and effect for the greater of one full year or until either party terminates by giving the other party at least sixty (60) days' advance written notice.

4. Proprietary Rights. Each party owns and, during the Term, hereby licenses for use as an integrated part of the Home Page on a non-exclusive basis all preexisting data, databases, graphics, templates, software programs (including JAVA applets) and other material contributed by it to the development or operation of the Home Page. Subject to the preceding sentence, Host Provider shall own all new material created by it in developing the Home Page itself. The Home Page shall be made available and operated on the Host System for Customer's benefit during the Term hereof. The Customer shall own the portion of the Uniform Resource Locator (URL) unique to the Home Page and, for use on the Internet, of all trademarks or servicemarks associated with it.

5. Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including, without limitation, technical information and development techniques, business and financial information, visitor lists and other information designated by a party as confidential or proprietary. Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, or (iii) information received by a party from a third party who was free to disclose it. Each party agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information except in performing its obligations under this Agreement. Each party shall use the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall it use less than due diligence and care. Neither party shall alter or

remove from any Confidential Information of the other party any proprietary, copyright, trademark or trade secret legend.

6. Nonsolicitation. During the Term and for a period of one (1) year thereafter, Customer agrees not to hire, solicit nor attempt to solicit the services of any employee or subcontractor of Host Provider without the prior written consent of Host Provider.

7. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of Section 4 ("Proprietary Rights"), Section 5 ("Confidentiality") or Section 6 ("Nonsolicitation") would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that temporary and permanent injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

8. Force Majeure. The Host Provider is excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses and incompatible or defective equipment, software or services not supplied by Host Provider. Nothing herein enlarges any warranty or diminishes any disclaimer provided in Section 10 ("Warranties").

9. Regulation of Certain Content. Host Provider is a mere distributor and is relying on Customer to prescreen or editorially control the content of Customer's Home Page. Host Provider reserves the right to request the removal of information in the Home Page brought to its attention which it deems detrimental to the Host System or any person. Customer agrees not to include in the Home Page any material which violates or infringes the rights of any person or which a reasonable person would consider abusive, profane or offensive, which is defamatory or harassing, or which violates or encourages others to violate any applicable law. Customer will not disseminate so-called "chain letters," pornographic or obscene movies or graphic images. To protect itself, Host Provider may without liability actively cooperate with and furnish identifying and supporting information to any person likely to be harmed by Customer's violation of these provisions and to any law enforcement agency serving a warrant or subpoena on the Host Provider.

10. Warranties. The following provisions are subject to Section 11 ("Limitation of Liabilities").

(a) Noninfringement Warranty. Customer warrants that any technology, information or material (other than Host Provider's own material) distributed through the Home Page will not infringe or misappropriate any copyright, trademark, patent, or the trade secrets of any third persons, or otherwise violate this Agreement or any applicable law. Customer will defend, indemnify and hold Host Provider harmless from all liability and expense (including attorney fees) arising from any claim to the contrary.

(b) Limited Performance Warranty. Host Provider warrants to Customer that it will make a reasonable effort during the Term of this Agreement to perform its services in a competent and workmanlike manner and to ensure the Home Page operates substantially according to the agreed-to specifications and in compliance with Year 2000 Standards (meaning the operating system and other components supplied by Host Provider can accurately handle 20th and 21st century four digit dates). Host Provider does not warrant that it will be able to correct all reported defects or that use of the Home Page will be uninterrupted or error free. Host Provider makes no warranty regarding features or services provided by third parties (especially Internet telecommunications service or Web "browser" software), which are provided "as is", and "as available." EXCEPT AS SET FORTH ABOVE, HOST PROVIDER MAKES NO WARRANTY, EXPRESS OR IMPLIED. HOST PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liabilities. The following provisions are a material condition of this Agreement and reflect a fair allocation of risk:

(a) Remedies. Customer agrees that if the Host Provider violates any warranty or other provision of this Agreement, and Host Provider determines that repair or other corrective action is not economically or technically feasible, Customer's sole and exclusive remedy will be to obtain a refund of amounts paid by Customer to Host Provider for services rendered hereunder during the previous twelve (12) months.

(b) Liabilities. HOST PROVIDER IS NOT LIABLE FOR ANY AMOUNT EXCEEDING THE PRICE PAID BY CUSTOMER FOR SERVICES HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO ANY CLAIM. EXCEPT FOR VIOLATIONS BY CUSTOMER OF SECTION 4 ("PROPRIETARY RIGHTS"), SECTION 5 ("CONFIDENTIALITY"), SECTION 6 ("NONSOLICITATION") OR SECTION 14 ("EXPORT REGULATIONS"), NEITHER PARTY IS LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS FEES) EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.

12. Termination. Either party may suspend or terminate this Agreement if the other party materially breaches any provision and fails within ten (10) days of written notice to correct such default or commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to correction. Termination shall have no effect on the parties' rights and obligations under Section 4 ("Proprietary Rights"), Section 10 ("Warranties"), Section 11 ("Limitation of Liabilities") or Section 14 ("Export Regulations"). For a period of sixty (60) days following termination, the Host Provider shall upon request include in any Internet web page that it continues to operate at the

same domain a public notice of Customer's forwarding URL address and, for a reasonable fee, provide a hyperlink connecting visitors to Customer's new Home Page.

13. Disputes, Choice of Law. Except actions for certain injunctive relief authorized under Section 7 ("Injunctive Relief") which may be brought in a court of competent jurisdiction at any time, the parties agree that all disputes shall be submitted to a single arbitrator for nonbinding arbitration under proceedings conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrator shall be limited to remedies otherwise available in court and shall include a written explanation of the decision. If the parties are still unable to reconcile their differences after the arbitrator issues its award the dispute may then be taken to court by either party. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND NEW JERSEY, AND ANY ACTION SHALL BE INITIATED AND MAINTAINED IN A FORUM OF COMPETENT JURISDICTION IN SUCH DESIGNATED STATE.

14. Export Regulations. The transfer of technology across national boundaries is regulated by the U.S. Government. Customer agrees not to export or re-export (including by way of electronic transmission) any data or technology derived from its Home Page without first obtaining any required export license or governmental approval. Customer will not otherwise directly or indirectly export or re-export such technology to Afghanistan, the People's Republic of China or any Group Q, S, W, Y or Z country specified in Supplement 1 to Part 770 of the U.S. Export Administration Regulations. This provision and the assurances made herein shall survive termination of this Agreement.

15. U.S. Government Restricted Rights. The Home Page (including underlying technology and documentation) is a "computer data base" that constitutes "restricted computer software" and is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at 48 CFR 52.227-19, as applicable.

16. Miscellaneous. This document and any attachments incorporated by reference constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

The Byte Shop

Company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____