



ONLINE SUPPORT AGREEMENT

This agreement (hereinafter "Agreement") is made by and between the customer (individual/ organization receiving services), hereinafter ("Customer") and The Digital Ranch, Inc. of 1354 E. 3300 So. Suite 300, Salt Lake City, Utah 84106, hereinafter ("The Digital Ranch") for online support the day online support is first provided. Hereinafter, if both the Customer and The Digital Ranch are mentioned together they shall be termed the "Parties".

WHEREFORE, in consideration of the mutual covenants and promises contained below, the legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **General.** This agreement applies to the purchase of all online support ("Services") ordered by the Customer from The Digital Ranch as set forth in this agreement and the Service Addendum. The Service Addendum is incorporated by reference as if full set forth herein. Please refer to this agreement and the Service Addendum for the description, rates, charges, discounts, and other terms and conditions applicable to the Services. To the extent that the terms and conditions of any Service Addendum are inconsistent with the terms and conditions of this agreement, this agreement will control. All service order requests or cancellations are required in writing (either e-mail or letter).
2. **Service Level Agreement.** Any interruption in any Service(s) that is caused by the malfunction or interruption of any telecommunications services or facility (including, but not limited to, cables and fiber optic lines) ordered by The Digital Ranch on behalf of the Customer will not be deemed a breach of The Digital Ranch's obligation under this Agreement.
3. **Service Charges, Billing and Payment.** The Customer agrees to pay the Service Activation Charges, Monthly Service Charges and other charges indicated on the Service Addendum. The Digital Ranch will bill the Customer according to the Service Addendum. On or about the first day of each month, The Digital Ranch will bill the Customer in advance for Services to be provided during the following month. Notwithstanding anything contained herein, The Digital Ranch may adjust its' rates and charges at any time. All Fees and charges will be due within thirty (30) days of the date of each invoice. Payments received after thirty days will accrue interest at a rate of one and one-half percent (1 ½%) per month, or the highest rate allowed by applicable law, whichever is lower.
4. **Customer Obligations.**

The Customer hereby commits to purchasing one month of online support from The Digital Ranch with an automatic renewal, unless canceled by either party. This online support will be provided upon activation. Any additional online support requested will be amended to the Service Addendum and billed accordingly.

 - 4.1 **Customer Representations.** The Customer represents that: (i) the Customer's signer of this agreement is a duly authorized agent and has the authority to enter into this agreement on behalf of the Customer ; (ii) unless otherwise specified in an Addendum, the Customer will not resell, or offer for resale, the Services in any manner; (iii) the Customer will not use the Service in any manner which is in violation of any law or governmental regulation, or the Acceptable Use Policy detailed below; (iv) the "Customer

Data” (as defined below) will not violate or infringe the rights of others, including, without limitation, any patent, copyright, trademark, trade dress, trade secret, privacy, publicity, or other personal or proprietary right; and (v) the Customer Data will not violate any laws to which the Customer or The Digital Ranch may be subject, constitute a defamation or libel of The Digital Ranch or any third party and will not result in the obligation of The Digital Ranch to make payment of any third party licensing fees. “the Customer Data” means the text, data, images, sounds, photographs, illustrations, graphics, programs, code and other materials transmitted or stored for/by the Customer, the Customer’s customers and/or persons under the Customer’s control through any Service provided hereunder.

4.2 Acceptable Use Policy. The Customer agrees to comply at all times with The Digital Ranch’s Acceptable Use Policy as amended by The Digital Ranch from time to time (“AUP”), which is incorporated herein as Exhibit 1. Any amendments will take effect upon an update mailing or live posting on The Digital Ranch’s web site: http://www.digital-ranch.com/TDR_AUP.pdf. The Digital Ranch reserves the right to immediately take corrective action, including disconnection or discontinuance of any and all Services, or to terminate this agreement in the event of notice of possible violation by the Customer of the AUP. Further, upon notice to the Customer, The Digital Ranch may modify or suspend the Customer Service as necessary to comply with any law or regulation as reasonably determined by The Digital Ranch.

5. **No Control Over Content.** The Customer acknowledges and agrees that The Digital Ranch exercises no control over, and accepts no responsibility for, the content of the information passing through The Digital Ranch’s network or the Internet. The Customer assumes responsibility for the Customer’s use of the services or, software provided by The Digital Ranch, if any, and the Internet.
6. **Indemnification.** The Customer agrees to indemnify, save harmless, and defend The Digital Ranch and all employees, officers, directors and agents of The Digital Ranch from any third party claims, damages, losses, liabilities and expenses (including reasonable attorneys’ fees) arising out of or relating to this agreement or the use of the Service, including claims charging: (a) infringement of any intellectual property rights; (b) defamation, libel, under, obscenity, pornography, or violation of the rights of privacy or publicity; (c) spamming or any other offensive, harassing or illegal conduct or violation of the Acceptable Use Policy; or (d) any other damage arising from the Customer’s breach of this agreement or the Customer’s use of the Services.
7. **Limitation of Liability.** In no event will either party be liable to the other for any lost revenue, lost profits, business interruption, replacement goods, loss of technology, rights or services, incidental, punitive, indirect or consequential damages, loss or theft of data, or interruption or loss of use of Service, even if advised of the possibility of such damages.
8. **Termination.** After thirty (30) days of non-payment from the due date, The Digital Ranch may disable the Service. To re-enable Service, The Digital Ranch will require a reconnection fee. After forty-five (45) days of nonpayment from The Digital Ranch invoice due date, The Digital Ranch may terminate the Service permanently. Termination does not terminate the Customer’s obligations under this agreement, including the obligation to pay recurring Service Charges for each month where services were provided but not paid. The Digital Ranch may immediately terminate this agreement immediately upon written notice to the Customer for: (i) violation or threatened violation of the AUP; and (ii) if the Customer becomes the subject of a voluntary petition in bankruptcy or relating to insolvency or become the subject of an involuntary petition in bankruptcy or proceeding relating to insolvency. Either Party may terminate this agreement if the other Party materially breaches any term or condition of this agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same. Upon the effective date of expiration or termination of this agreement: (a) The Digital Ranch will immediately

cease providing the Services and (b) any and all payment obligations of the Customer under this agreement will become due immediately, including but not limited to the net present value of any Recurring Fees through the end of the term.

9. **Government Regulations.** The Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction the Customer operates or does business.
10. **Taxes.** Other than taxes based on The Digital Ranch's net income, the Customer will pay any and all applicable foreign, federal, state and local taxes, including without limitation, all use, sales, value-added, surcharges, excise, franchise, property, commercial, gross receipts, license, privilege or other similar taxes, levies, surcharges, duties, fees, or other tax-related surcharges, whether charged to The Digital Ranch or the Customer, including any and all fees and taxes which may be imposed by any Internet registration authority, for the registration and maintenance of the Customer's domain name(s) and/or Internet address(es).
11. **Modification of Service.** The Digital Ranch reserves the right to modify the Services and its network or the facilities used to provide the Services for purposes including but not limited to maintenance, accommodating evolving technology and increased network demand, and providing enhanced services. The Digital Ranch will use reasonable efforts to notify the Customer of any planned changes to The Digital Ranch's network or facilities that affect the Services provided herein.
12. **Miscellaneous.** Except as otherwise provided herein, this agreement may not be amended except upon the written consent of the Customer and The Digital Ranch. No failure to exercise and no delay in exercising any right, remedy, or power hereunder will operate as a waiver thereof. The Digital Ranch will not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, earthquake, strike or other labor disturbance, cable cuts, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services. This agreement will be binding upon and inure to the benefit of the Customer, The Digital Ranch and its respective successors, and assigns. The Customer may not assign this agreement without the prior written consent of The Digital Ranch. The Digital Ranch may assign this agreement to an affiliate or to an entity which succeeds to all or substantially all of The Digital Ranch's assets or stock, whether by merger, sale or otherwise without the Customer's consent. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this agreement will remain in full force and effect. In the event an attorney is retained by The Digital Ranch to enforce the terms of this agreement or to collect any monies due hereunder or to collect money damages for breach hereof, it shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, costs of investigation and other related expenses incurred in connection therewith. This agreement will be governed by the laws of the State of Utah. Any action arising out of this agreement shall be filed in the District Court of Salt Lake County, Utah. This agreement, and any other document or agreements specifically identified in this agreement, contains the full agreement of the parties and supercedes any and all previous representations, understandings or agreements whether oral or written.