

SUBSCRIBER AGREEMENT

This SUBSCRIBER AGREEMENT ("Agreement") is made as of the Effective Date by and between Keep IT Simple Solutions Inc., an Alabama corporation with offices located at 2100 Chestnut Street, Montgomery, AL 36106 ("Host"), and [CLIENT] the individual or entity identified as Customer on the signature page of this Agreement ("Customer").

WITNESSETH

WHEREAS, Host is in the business of hosting computer software; and

WHEREAS, Customer desires to engage Host to host computer software (defined hereinafter as the "Software").

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions contained herein, Host and Customer hereby agree as follows:

ARTICLE I: DEFINITIONS

Section 1.01 – Recitals: The above identification of parties and recitals are true and correct.

Section 1.02 – Definitions: The following definitions shall apply:

- (1) **Access:** The term "Access" and variants thereof (including but not limited to, the terms "access," "accessing," and "accessible") shall mean to store data in, retrieve data from, or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise.
- (2) **Administrative Panels:** The term "Administrative Panels" shall mean that certain function or applet that allows text editing to the Software via Remote Access by non-programmers.
- (3) **Cancellation Notice:** The term "Cancellation Notice" shall mean that written notice from one party to the other party seeking to cancel this Agreement because of breach by such other party.
- (4) **Confidential Information:** The term "Confidential Information" shall mean all information disclosed by the Disclosing Party to the Receiving Party that is identified by the Disclosing Party as confidential at the time such information comes into the possession or knowledge of the Receiving Party and that is not: (i) already known to the Receiving Party; (ii) in the public domain; (iii) conveyed to the Receiving Party by a third party who is not subject to restrictions to the disclosure or use of such information; (iv) released by the Disclosing Party without restriction; (v) independently developed by the Receiving Party; and (vi) required by court order to be released by the Receiving Party.
- (5) **Customer Legend:** The term "Customer Legend" shall mean a logo, written disclaimer, and written notice, in printed or electronic form, that credits operation of the Software to Customer, including (without limitation) terms and condition of use.
- (6) **Customer Materials:** The term "Customer Materials" shall mean any and all Technology or information developed by Customer to be used in connection with the Software.
- (7) **Defect Notice:** The term "Defect Notice" shall mean that certain written notice from Customer to Host identifying Defects.
- (8) **Domain Name:** The term "Domain Name" shall mean that certain alphanumeric name by which a web site is known on the Internet.
- (9) **Disclosing Party:** The term "Disclosing Party" shall mean the party to this Agreement who discloses Confidential Information to the other party to this Agreement.
- (10) **Effective Date:** The term "Effective Date" shall mean the date this Agreement is signed by both Host and Customer, whichever is later.
- (11) **End-User:** The term "End-User" shall mean a single individual or organization that licenses the Software from Customer during the Term for use of the Software as an Internet application, subject to an end-user license agreement.
- (12) **Fee Schedule:** The term "Fee Schedule" shall mean that certain schedule of fees, as published by Host from time to time, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.
- (13) **Hosting Services:** The term "Hosting Services" shall mean those certain hosting services performed by Host to host and provide Customer access to the Software pursuant to Article II of this Agreement.
- (14) **Implement:** The term "implement" and variants thereof (including but not limited to, the terms "implementation," "implementing," and "implemented") shall mean to assemble, configure, load and make operational for user access and use.
- (15) **Implementation Date:** The term "Implementation Date" shall mean the date that Host implements the Software on the System.
- (16) **License Term:** The "License Term" for each Deliverable shall mean a period of time commencing on the Implementation Date and continuing until this Agreement is terminated or canceled under Article V of this Agreement.
- (17) **Nonpayment Notice:** The term "Nonpayment Notice" shall mean that written notice from Host to Customer alleging nonpayment under this Agreement and seeking to cancel this Agreement unless payment is rendered as provided thereunder.
- (18) **Password:** The term "Password" shall mean that certain password and user name assigned to Customer.
- (19) **Receiving Party:** The term "Receiving Party" shall mean the party to this Agreement who receives Confidential Information from the other party to this Agreement.
- (20) **Registration Company:** The term "Registration Company" shall mean an entity that administers the valid registration and maintenance of Domain Names.
- (21) **Remote Access:** The term "Remote Access" shall mean remote telecommunications access to the Software by Authorized Persons.
- (22) **Software:** The term "Software" shall mean the software provided to Host by Customer, including any and all web sites, enhancements, updates, upgrades, or modifications in connection thereto.
- (23) **System:** The term "System" shall mean computer systems and communications equipment owned or leased by Host and used for hosting the Software.
- (24) **Term:** The term "Term" shall mean a period of time commencing on the Effective Date and continuing until this Agreement is terminated or canceled as provided under Article V of this Agreement.
- (25) **Termination Notice:** The term "Termination Notice" shall mean that written notice from Customer to Host seeking to terminate this Agreement.
- (26) **Third Party Technology:** The term "Third Party Technology" shall mean any third-party Technology provided or made available by Vendor or Customer in connection with the Software or Hosting Services.
- (27) **Unauthorized Access:** The term "Unauthorized Access" shall mean any Access to the Software except for the exclusive purpose of using the Software in accordance with the Documentation, evaluating and modifying the performance, utility, and functions of the Software, and training employees of Customer in the use of the Software.
- (28) **Unauthorized Users:** The term "Unauthorized Users" shall mean any individual who Accesses the Software except for: (1) Authorized Persons and End-Users authorized by Customer to Access the Software for the exclusive purposes of using the Software in accordance with the Documentation, evaluating or modifying the performance, utility, and functions of the Software, and training employees

of Customer in the use of the Software and (2) Authorized Persons who are authorized in writing by Host to Access the Software.

ARTICLE II: SCOPE OF SERVICES

Section 2.01 – Hosting Services: During the Term, Host shall provide Hosting Services to Customer in accordance with the terms and conditions of this Agreement.

Section 2.02 – Personnel: Host shall designate qualified employees of Host to perform the Hosting Services who are experienced in electronic commerce business applications. Host may engage qualified independent contractors to perform the Hosting Services who are experienced in electronic commerce business applications. The personnel assigned to perform the Hosting Services shall be determined solely by Host.

Section 2.03 – Cooperation: Host and Customer hereby acknowledge that successful performance of the Hosting Services shall require Customer to cooperate with Host in good faith and to provide information as may be requested from time to time. Customer hereby agrees to provide such good faith cooperation and information.

Section 2.04 – Access: Customer hereby authorizes Host to Access the personnel, facilities, computers, software and data of Customer for purposes of performing this Agreement.

Section 2.05 – Facilities: The Hosting Services shall be performed at the office facilities of Host, unless otherwise required (as determined in the reasonable discretion of Host).

Section 2.06 – Schedule: The Hosting Services shall be performed during the hours of 9:00 a.m. through 5:00 p.m., Eastern Time, Monday through Friday (excluding holidays), unless otherwise required (as determined in the reasonable discretion of Host).

ARTICLE III: HOSTING

Section 3.01 – Hosting: During the Term, Host shall host the Software on the System to provide Customer access to the Software on the Internet. Upon request by Customer, Host shall assist Customer in transferring the Software from the System to a third party host or to Customer, whereby Customer shall be responsible for any and all third party hosting costs, including any activation or transfer costs.

Section 3.02 – Back-Up: Host shall perform routine backup of all files stored on the System.

Section 3.03 – Third Party Technology: Customer hereby acknowledges and agrees that Third Party Technology is required to implement and use the Software. Host shall identify in the Technology Notice all Third Party Technology required to implement and use the Software. Host shall have no obligation to supply, provide, or deliver to Customer the Third Party Technology or otherwise participate in the acquisition of Third Party Technology by Customer. Customer shall be solely responsible for acquiring, maintaining, integrating, and updating all Third Party Technology necessary to implement and use the Software, including all costs, fees, and expenses in connection therewith. Customer shall be responsible for obtaining all necessary licenses, authorizations, and rights for Customer to acquire and use the Third Party Technology and for Host to use, modify, and distribute the Third Party Technology in connection with the Software and Hosting Services.

Section 3.04 – Domain Name Registration: Customer hereby acknowledges and agrees that Customer shall be responsible for registering a Domain Name(s) for the Software with a Registration Company. Host shall use the Domain Name specified by Customer to host the Domain Name and the Software on the System, as requested by Customer.

Section 3.05 – Dial-Up Accounts: The Hosting Services provided to Customer by Host do not include Internet Service Provider (ISP) accounts. Customer hereby acknowledges and agrees that Host shall have no obligation to provide Customer access to the Internet. Customer shall be solely responsible for acquiring, purchasing, installing, configuring, maintaining, updating, and implementing the computer system for accessing the Internet, including (without limitation) computer software, Internet access software, computer hardware and telecommunication equipment and all fees, costs, and expenses in connection therewith.

Section 3.06 – Login: During the Term, Host shall provide Customer access to the Administrative Panels and the Software on the System via a secure login on the Internet using the Password. Host shall be responsible for maintaining Customer access to the Software using the Password during the Term.

Section 3.07 – Password: Host shall assign Customer a Password within ten (10) days after the Effective Date. Customer hereby accepts responsibility for, and shall be liable for maintaining the confidentiality of the Password and all access to the Software in connection with the Password.

Section 3.08 – Service Level: The Software shall be made available to Customer on the System twenty four (24) hours a day, seven (7) days a week, less downtime that is attributable to: (i) scheduled network, hardware, or service maintenance; (ii) the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors gaining access to the Software by means of Customer's Password; or (iii) a failure of the Internet and/or public switched telephone network (collectively, the "Excusable Downtime").

ARTICLE IV: PAYMENTS AND FEES

Section 4.01 – Fees: Host shall perform the Hosting Services at the time and material rates of Host, as set forth in the Fee Schedule.

Section 4.02 – Consulting Services: Any additional services provided by Host to Customer that are not provided for under this Agreement shall be invoiced to Customer by Host at the time and material rates of Host prevailing at the time such services are rendered.

Section 4.03 – Direct Cost: Customer shall pay all direct costs incurred by Host in connection with this Agreement. Direct costs shall include (without limitation) postage, freight, telephone, travel, per diem, material and reproduction costs.

Section 4.04 – Invoicing and Payment: Host shall invoice Customer for fees for the Hosting Services and all direct costs incurred by Host under this Agreement in accordance with the Fee Schedule. Customer shall pay any such invoice in full within thirty (30) days of receipt.

Section 4.05 – Taxes: Customer shall pay any and all applicable taxes incurred in connection with this Agreement including (without limitation) any applicable sales or use taxes and any applicable personal property taxes (excluding income taxes assessed against Host).

Section 4.06 – Late Fee: Any amount which is not paid by Customer when due shall be increased by a late charge equal to 1½% of such unpaid amount for each month (18% per annum) in which such amount is due and not paid. Late fees shall not be compounded.

ARTICLE V: TERMINATION

Section 5.01 – Termination Limitations: This Agreement shall only be terminated or canceled as provided under this Article V.

Section 5.02 – Term: This Agreement shall be valid for the Term.

Section 5.03 – Termination: Customer may terminate this Agreement for convenience by providing thirty (30) days Termination Notice to Host. Termination Fees due upon the following schedule:

1-Year or less Contract Term:

Current month plus balance of the term

3-Year Contract Term:

All waived setup fees plus:

Within first 12 months: current month plus balance of the first 12 months plus 5 months

13 months to 24 months: current month plus 5 months

25 months to 36 months: current month plus lesser of: remaining months OR 3 months

5-Year Contract Term:

All waived setup fees plus:

Within first 12 months: current month plus balance of the first 12 months plus 10 months

13 months to 24 months: current month plus 10 months

25 months to 36 months: current month plus 6 months

37 months to 48 months: current month plus 4 months

49 months to 60 months: current month plus lesser of: remaining months OR 4 months

Section 5.04 – Cancellation: If a party violates its obligations under this Agreement, the other party may cancel this Agreement by sending Cancellation Notice describing the noncompliance to the noncomplying party. Upon receiving Cancellation Notice describing the noncompliance, the noncomplying party shall have thirty (30) days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required thirty (30) day period, the party providing Cancellation Notice shall have the right to cancel this Agreement as of the thirty-first (31st) day after the date of the Cancellation Notice.

Section 5.05 – Winding Up: Upon termination or cancellation, Host shall be entitled to compensation for unbilled expenses of winding up the project, plus unbilled hours worked in performing the Hosting Services, at the prevailing time and material rates of Host when the work was performed, up to the date of written Termination Notice or Cancellation Notice.

Section 5.06 – Nonpayment: Notwithstanding Sections 5.03 and 5.04 above, Customer failure to pay an invoice when due shall be sufficient cause for cancellation of this Agreement by Host as provided hereunder. Host shall exercise such right of cancellation by submitting Nonpayment Notice to Customer. Upon receipt of Nonpayment Notice, Customer shall have twenty (20) days to cure the Nonpayment. If Customer fails to cure the nonpayment within such twenty (20) days, Host shall have the right to cancel this Agreement as of the date established by Host in the Nonpayment Notice.

Section 5.07 – Return of Materials: Upon termination or cancellation of this Agreement, Customer shall immediately return to Host all property owned by Host in the possession or control of Customer, including (without limitation) the Development Documents, Host Technology, Software, and all materials incidental thereto, and Customer shall destroy all backup copies of the Software. Customer shall provide Host a certificate of compliance with this Section 5.07 signed by an authorized representative of Customer. Following termination or cancellation of this Agreement, and upon request by Customer, Host shall deliver the Customer Materials to Customer. This Section 5.07 shall survive termination and cancellation of this Agreement.

Section 5.08 – Refund: Upon termination or cancellation of this Agreement, Customer shall not be entitled to a refund of any sums paid to Host hereunder in anticipation of services, including (but not limited to) all fees and expenses rendered to Host by Customer hereunder. Termination or cancellation of this Agreement shall not relieve Customer from any payment obligation under this Agreement. All payment obligations under this Agreement shall survive termination or cancellation of this Agreement.

ARTICLE VI: INTELLECTUAL PROPERTY

Section 6.01 – Ownership: Host hereby agrees that the Software shall be the sole and exclusive property of Customer, and that Customer shall own all of the rights, titles, and interest to such Software, including (but not limited to) any and all patents, copyrights, and trade secrets in connection therewith.

Section 6.02 – Third Party Technology: Customer hereby acknowledges and agrees that Host grants no license with respect to Third Party Technology. Customer shall comply with all terms and conditions applicable to the Third Party Technology as set forth by Vendor.

Section 6.03 – Confidential Information: Each party shall maintain Confidential Information in strict confidence. Neither party shall disclose Confidential Information, except to Authorized Persons. Neither party shall duplicate, use or disclose Confidential Information of the other party except as otherwise permitted under this Agreement.

Section 6.04 – Trade Secret: Customer hereby acknowledges and agrees that the Confidential Information for Host derives independent economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; is the subject of reasonable efforts by Host under the circumstances to maintain its secrecy; and is a trade secret as defined under applicable State Statutes.

Section 6.05 – Licenses: The execution of this Agreement or the disclosure of Confidential Information hereunder shall not be construed as the grant of a license to Customer to use the Confidential Information to develop proprietary products.

Section 6.06 – Reverse Engineering: Customer shall not reverse engineer the Software and shall not allow the Software to be reversed engineered.

Section 6.07 – Trademarks: Host hereby acknowledges that all trademarks, service marks, or trade names used in connection with the Software, and all goodwill associated therewith, is owned exclusively by Customer. Customer shall retain all rights, titles, and ownership interests in all trademarks, service marks, or trade names in connection with the Software.

Section 6.08 – Cooperation: Customer shall cooperate with Host and provide Host reasonable assistance in securing, maintaining, and enforcing any rights, title, and interests of Host in and to the Property.

Section 6.09 – No Contest: Customer shall not contest or aid in contesting the ownership or validity of the copyrights, trademarks, service marks and trade secrets of Host.

Section 6.10 – Continuation: The terms and provisions of this Article VI shall survive termination and cancellation of this Agreement.

ARTICLE VII: WARRANTY

Section 7.01 – Service Warranty: The Hosting Services to be provided by Host hereunder shall be performed in a timely and professional manner by qualified software support personnel familiar with the Software and shall conform to the standards generally observed in the industry for similar services at the time such Hosting Services are rendered. Customer's sole remedy in the event of a breach of this Section 7.01 shall be re-performance of the Hosting Services.

SECTION 7.02 – WARRANTY LIMITATION: THE SERVICE WARRANTY IN SECTION 7.01 IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF MERCHANTABILITY. HOST HEREBY DISCLAIMS AND CUSTOMER HEREBY WAIVES, ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF MERCHANTABILITY.

Section 7.03 – Third Party Technology Disclaimer: Host makes no representations or warranties with respect to the Third Party Technology. Host shall not be responsible for the Software in connection with Third Party Technology.

Section 7.04 – Express Warranties: Customer hereby acknowledges and agrees that Host (including officers, employees, agents, directors and independent contractors of Host) has not made or granted any express warranties concerning the Software and Hosting Services except the warranties set forth in Sections 10.01 and 10.02.

Section 7.05 – Customer Warranty: Customer hereby represents and warrants that Customer has obtained all necessary authorizations, permissions, and licenses to provide Host the Software. Customer hereby represents and warrants that Customer has obtained all authorizations, permissions or licenses from third parties to permit Host to perform the Hosting Services and that use by Host of any Third Party Technology made available by Customer shall not infringe upon or violate any patent, copyright, trade secrets or trademark rights of any third party or violate any laws.

Section 7.06 – Indemnification: Customer shall defend, indemnify and hold Host and its officers, directors, employees, and agents harmless from and against any and all claims, actions, liability, expenses, costs, or losses arising from (i) Customer's modification of the Software; (ii) Customer's combination, interface, operation or use of the Software with Third Party Technology; (iii) misuse of the Software by End-Users; (iv) the acts (or any failure to act) of Customer hereunder; and (v) any breach by Customer of the obligations of Customer hereunder. This Section 7.06 shall survive termination and cancellation of this Agreement.

Section 7.07 – Limitation of Damages: Host shall not be liable to Customer under this Agreement or in connection with the Software for any lost profits, consequential, exemplary, incidental or punitive damages, regardless of the form of action, whether in contract or in tort, including negligence, and regardless of whether Host has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable. Notwithstanding any provision to the contrary, the liability of Host for any reason and for any cause of action whatsoever in connection with this Agreement and the Software shall be limited to the amount of money received by Host from Customer under this Agreement. This Section 7.07 shall survive termination and cancellation of this Agreement.

Section 7.08 – Force Majeure: Host shall not be liable for any failure to perform its obligations under this Agreement because of circumstances beyond the reasonable control of Host, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government or governmental authority, declarations of government, transportation delays, power failure, computer failure, telecommunications failure, and any other events reasonably beyond the control of Host.

Section 8.15 – Litigation Expense: In the event of litigation arising out of this Agreement, each party shall pay its own costs and expenses of litigation.

Section 8.16 – Equitable Remedies: The parties hereby acknowledge that in certain cases damages at law may be an inadequate remedy. In addition to all other remedies that may be available at law or equity, each party shall have the right of specific performance, injunction or other equitable remedy in the event of a breach or threatened breach of this Agreement Subscriber Agreement (“Agreement”)

ARTICLE VIII: MISCELLANEOUS

Section 8.01 – Assignments: All assignments of rights under this Agreement by Customer without the prior written consent of Host shall be void.

Section 8.02 – Public Announcements: All public announcements of the relationship of Host and Customer under this Agreement shall be subject to the prior written approval of Host.

Section 8.03 – Entire Agreement: This Agreement contains the entire understanding of the parties and supersedes previous verbal and written communications, proposals and agreements between the parties concerning the subject matter hereof.

Section 8.04 – Amendments and Modifications: Except as provided herein, alterations, modifications or amendments of a provision of this Agreement shall not be binding unless such alteration, modification or amendment is in writing and signed by Host and Customer.

Section 8.05 – Severability: If a provision of this Agreement is rendered invalid, void or unlawful, the remaining provisions shall remain in full force and effect.

Section 8.06 – Captions: The headings and captions of this Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of this Agreement, or any particular section, paragraph, or provision.

Section 8.07 – Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

Section 8.08 – Governing Law: This Agreement shall be governed by the laws of the State of ALABAMA without regard to any rules of conflict or choice of laws, which require the application of laws of another jurisdiction, and venue shall be ALABAMA.

Section 8.09 – Notice: Notices shall be in writing. Notices shall be deemed delivered when delivered by Certified or Registered Mail – Return Receipt Requested, by commercial express delivery service or by hand to the address set forth below for Host or to the address set forth on the signature page of this Agreement for Customer. Notice shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt and in the case of commercial express delivery by electronic or written delivery confirmation.

Host: Address
Keep IT Simple Solutions Inc. 2100 Chestnut St., Montgomery, Al. 36106

Section 8.10 – Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural, as the context shall require.

Section 8.11 – Waiver: Waiver of breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this Agreement shall not be binding unless such waiver is in writing and signed by the waiving party.

Section 8.12 – Relationship of the Parties: Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.

Section 8.13 – Litigation: Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled in accordance with the laws of the State of ALABAMA without regard to any rules of conflict or choice of laws, which require the application of laws of another jurisdiction, and venue shall be ALABAMA.

Section 8.14 – Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to the other party under this Agreement are true, correct and accurate as of the Effective Date to the best of their knowledge.

by and between

Keep IT Simple Solutions Inc. (“Host”)

and

[CLIENT] (“Customer”)

IN WITNESS WHEREOF, this Agreement has been entered into as of the Effective Date.

EXHIBIT A

Keep IT Simple Solutions, Inc. attached Quote

to the Subscriber Agreement (“Agreement”)

by and between

Keep IT Simple Solutions Inc. (“Host”)

and

[CLIENT] (“Customer”)

(1) **Payment Schedule:** Payment of the fees shall be due and payable in accordance with the following payment schedule:
30 days from date of invoice.

(2) **Terms:** Any capitalized term not defined hereunder shall have the meaning as set forth in the Agreement.

(3) **Agreement:** The Agreement is hereby incorporated herein by this reference and made a part hereof.

HOST:

Keep IT Simple Solutions Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

CUSTOMER:

Name: _____ [CLIENT] _____

By: _____

Print Name: _____

Title: _____

Date:
Address: _____