

Hosting Addendum

1. Hosting Services.

1.1 MemberClicks will provide the Hosting Services for Client's Internet website (the "Website") in accordance with the Hosting Features found at <http://www.memberclicks.com/hosting>, as amended from time to time at the sole discretion of MemberClicks.

1.2 MemberClicks will provide technical support relating to the Hosting Services to Client's designated technical or support staff by telephone or email during normal business hours, which are 9 a.m. – 6 p.m. Eastern Time, Monday through Friday.

1.3 From time to time, Client may request that MemberClicks services other than Hosting Services ("Additional Services"), and any Additional Services shall be agreed to in writing or email by the parties and billed at MemberClicks' then existing rates. Client acknowledges and agrees that in fulfilling its obligation to provide the Hosting Services and/or Additional Services hereunder (collectively, the "Hosting and Related Services"), MemberClicks may subcontract part or all of its obligations hereunder to a third party.

2. Obligations of Client.

2.1 Hosted Content. Client shall place on the MemberClicks server all data and information Client desires to be hosted hereunder ("Hosted Content"). As between MemberClicks and Client, ownership of all Hosted Content shall remain with Client or its licensor.

2.2 Acceptable Use Policy; Compliance with Laws. Client shall comply with all terms of this Addendum, including, but not limited to, the then-current version of the MemberClicks Acceptable Use Policy, which is made a part of this Addendum and is available at in the Support Lounge area (the "Use Policy"), as such Use Policy may be modified from time to time, effective upon posting of the revised Use Policy at the URL or other notice to Client. Client shall comply with all applicable federal, state and local laws and regulations in the performance of its obligations hereunder.

3. Domain Names and Internet Protocol Numbers.

Client warrants that any domain name registered or administered on its behalf ("Domain Names") will not violate the trademark or other intellectual property rights of any third party and that Client will comply with the rules and procedures of the applicable domain name registries, registrars, or other authorities. Client irrevocably waives any claims against MemberClicks that may arise in connection with the registration or administration of domain name(s). Any Internet Protocol numbers ("IP Numbers") assigned to Client by MemberClicks in connection with the Hosting Services shall be used only in connection with the Hosting and Related Services. In the event Client discontinues use of the Hosting and Related Services for any reason, or the Agreement expires or is terminated for any reason, Client's right to use the IP Numbers shall terminate and, at Client's request and expense, MemberClicks will transfer its right to use the Domain Names and IP Numbers to Client after any applicable fees for such action are paid and the Client's MemberClicks account is current.

4. Charges and Payment.

Client agrees to pay the fees associated with Hosting and Related Services as listed on the Hosting Services fee schedule found at <http://www.memberclicks.com>, as amended from time to time at the sole discretion of MemberClicks.

5. Service Level Requirements

5.1 Availability of the Website. MemberClicks will make every reasonable effort to ensure the reliability and availability of the Website. The Website shall be accessible no less than 95% as measured on a monthly basis during the term of this Agreement, except for scheduled maintenance and required repairs, and except for any loss or interruption of Hosting Services due to causes beyond the control of MemberClicks or that are not reasonably foreseeable by MemberClicks, including, but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures (the "Website Availability Levels").

5.2 Remedy. In the event of any loss or interruption of Hosting Services, Client's sole and exclusive remedy and MemberClicks' sole and exclusive liability for any loss or interruption of Hosting Service shall be as follows: for loss or interruption of Hosting Services that is due to (i) causes other than scheduled maintenance and required repairs, or (ii) causes beyond the control of MemberClicks, or (iii) causes that are not reasonably foreseeable by MemberClicks, including, but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures, which loss or interruption of Hosting Services exceeds a continual period of twenty-four (24) hours, Client shall receive a credit against future Hosting Services equal to a pro rata portion of Hosting Services fees for the period of downtime.

6. Maintenance.

MemberClicks will use commercially reasonable efforts to ensure proper backups and maintain the hardware and/or software involved in providing the Hosting Services with a high level of quality and performance consistent with industry standards. MemberClicks reserves the right to designate time periods during which it may limit or suspend the availability of the hardware and/or software involved in providing the Hosting Services to perform necessary backup, maintenance or upgrades (each, a "Scheduled Maintenance Window"). Scheduled Maintenance Windows, during which maintenance or upgrades may be performed, currently are each Wednesday and Sunday between the hours of 12:00 midnight and 6:00 am, Eastern Time. MemberClicks is not obligated to inform Client of a necessary period of unavailability during Scheduled Maintenance Windows. If planned maintenance during a Scheduled Maintenance Window has the possibility of making

the server or servers, as the case may be, utilized by Client inaccessible to the Internet, MemberClicks will provide not less than twenty-four (24) hours' prior electronic mail or other notice to Client of such Scheduled Maintenance Window. In addition, MemberClicks and its subcontractors reserve the right to perform any required, emergency maintenance work outside of the Scheduled Maintenance Window without prior electronic mail or other notice to Client. Maintenance occurring during a Scheduled Maintenance Window shall not be considered an outage (or unavailability). Maintenance performed at Client's request outside of the normally scheduled maintenance shall not be considered an outage (or unavailability).

7. Backup of Hosted Content.

While MemberClicks will backup the data and information hosted under this Agreement on a regular basis, MemberClicks shall not be responsible for the preservation of any Hosted Content. In addition to those backups maintained by MemberClicks, Client is responsible for maintaining its own, independent backups of all Hosted Content. MemberClicks shall not be liable in any way for the destruction, corruption or other loss of any Hosted Content. Any restoration of Hosted Content from backups performed by MemberClicks at Client's request where the loss of Hosted Content was not due to any fault of MemberClicks shall be subject to payment of applicable fees.

8. Client's Representations and Warranties.

Client warrants and represents that: a) it has the right to enter into this Addendum and to grant the rights granted in it; b) it owns or has all rights necessary to allow the Hosted Content to be placed on the Website without violating any proprietary rights of a third party; and c) Client will only use the Hosting and Related Services for lawful purposes and shall not under any circumstances do any of the following: i) upload or otherwise transmit on the Website any defamatory, harmful, obscene, threatening, vulgar, profane, or racially, ethically or otherwise objectionable material; ii) upload or otherwise transmit files on the Website that knowingly contain a virus or otherwise corrupted data; or iii) use the Hosting and Related Services to violate the legal rights (including the rights of privacy and publicity) of others.

9. Interpretation.

This Addendum is only a part of the entire Agreement between Client and MemberClicks. The Agreement consists of the General Terms and Conditions, along with the General Billing Policies, the Order Form, and any applicable Addenda. Any term not otherwise defined in this Addendum shall have the meaning specified in the Agreement.

Need further Assistance?
Call us at 1.800.500.8381
or email: support@memberclicks.com
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