

BUSINESS AGREEMENT

AGREEMENT made _____ by and between _____ (hereinafter referred to as the "Affiliate" with its offices at _____) and EZOT, Inc. (hereinafter referred to as the "Provider" with its mailing address at PMB 239, 9597 Jones Road, Houston, TX 77065).

WHEREAS the Affiliate and the Provider wish to enter into a mutually beneficial relationship to develop, market and sell the Providers website creation, management and hosting products and services; and,

WHEREAS the provider will customize its existing BizStudio business website creation and management software (the "software") to create a branded service for the affiliate; and,

WHEREAS the Affiliate will offer for sale to its customers website hosting and site building services (the "service") provided through the Provider, IT IS AGREED AS FOLLOWS:

1. *BizStudio Software Branding*

1.1. *The Provider will brand the BizStudio Site Manager service to include the affiliate's logos, graphics, text and contact information. Graphics, text, and contact information will be provided by the affiliate.*

2. *Affiliate's Software Warranties.* The Affiliate represents as follows:

2.1. That all artwork, design, logos, likenesses, or photos or persons as supplied by the Affiliate are with proper permission;

2.2. That any artwork supplied by the Affiliate does not infringe on any statutory right;

2.3. That the Affiliate will indemnify and hold harmless the Provider from any and all claims arising there from, including legal fees.

2.4. That the Affiliate gives permission to the Provider to refuse at any time to print or place on the Internet any copy, photograph, or illustration of any kind that in the Provider's sole discretion it believes is an invasion of privacy, degrading, libelous, unlawful, obscene, pornographic, in bad taste, or which in the sole judgment of the Provider is an infringement on a trademark or copyright belonging to others, without Provider having any affirmative obligation to review the website for such infringement.

3. *Provision of Website Hosting and Site Building Service*

3.1. *Service.* The Provider is in the business of hosting websites for third parties and the Software used to create and manage those websites. The Provider agrees to make available to the Affiliate, its customers, agents and partners, the branded web site hosting and site building service.

3.2. *Web Site Address:* *The affiliate will provide the domain name for hosting of the branded service.*

3.3. *Fees and Payments.* The Provider shall pay a monthly commission fee for each active site account at a rate (see schedule A) determined by the Provider.

3.4. *Yearly Maintenance Fee:* The Affiliate shall pay a yearly maintenance fee of \$99 to Provider.

3.5. *Product Support.* The Provider agrees to provide product support for second and subsequent level support issues. It is the Affiliate's responsibility to answer initially all support issues from its customers, agents or partners. The Affiliate agrees to maintain trained Customer Service Representatives who can effectively execute against common low-level support requests, including password sign-in and Software functionality.

3.6. *Customer Web Site Access.* The Provider shall provide a facility by which the Affiliates personnel can view and edit the sites of its customers, agents and partners.

3.7. *Internet Link.* The parties expressly recognize that Internet servers and links are susceptible to crashes and down time. Provider warrants that it shall maintain a consistent link with the Internet, but Provider cannot and does not warrant that it shall maintain a continuous and uninterrupted link.

3.8. *Maintenance.* Provider may, at its own discretion, temporarily suspend all service for the purpose of repair, maintenance or improvement of any of Provider's systems. However, Provider shall provide prior notice to the Affiliate where it is reasonably practicable under the circumstances, and

Provider shall restore service as soon as is reasonably practicable. Affiliate shall not be entitled to any setoff, discount, refund or other credit, in case of any service outage which is beyond Provider's control or which is reasonable in duration.

- 3.9. *Security.* The parties expressly recognize that it is impossible to maintain flawless security, but Provider shall take reasonable steps to prevent security breaches in Provider's server and security breaches in Provider's server interaction with resources or users outside of any firewall that may be built into Provider's server. However, Web site customers are solely responsible for preventing password-protected pages within its Web Site from being accessed.
- 3.10. *Affiliate Web Sites.* The Affiliate understands that the Provider has no control over the content of Web Sites created by Customers referred to Provider by the Affiliate. The Affiliate agrees that the Provider is not responsible for the content of any such Web Site, and the Provider shall under no circumstances be liable to Affiliate or the Affiliate's customers for the content of any Web Sites created by customers referred to Provider by Affiliate. The Affiliate agrees that the Provider may refuse to host any Web Site that is used to display any material, content or information that contain any of the following: (a) material that violates local, state or any federal laws; (b) any material that violates or infringes in any way the rights, including of any third party without limitation, copyright or trademark rights; (c) hate propaganda; (d) fraudulent material or activity; (e) any material that is threatening, abusive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent, or otherwise objectionable or inappropriate as determined by EI at its sole discretion; (f) any material that promotes, encourages, or provides instructional information about illegal activities; (g) any software, information, or other material that contains a virus, "Trojan Horse," corrupted data; or (h) any software or information to promote or utilize software or Website Manager Services designed to deliver unsolicited email (SPAM).

3.11. *Terms of Service*

- 3.11.1. The Affiliate agrees that Affiliate web site customers will be required to agree to a Terms of Service, using a web-based method of showing agreement such as clicking on an "I agree" button or something similar.
- 3.11.2. The Customer Terms of Service will include that Customer Web Site will not be used to display any material, content or information that contain any of the following: (a) material that violates local, state or any federal laws; (b) any material that violates or infringes in any way the rights, including of any third party without limitation, copyright or trademark rights; (c) hate propaganda; (d) fraudulent material or activity; (e) any material that is threatening, abusive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent, or otherwise objectionable or inappropriate as determined by EI at its sole discretion; (f) any material that promotes, encourages, or provides instructional information about illegal activities; (g) any software, information, or other material that contains a virus, "Trojan Horse," corrupted data; or (h) any software or information to promote or utilize software or Website Manager Services designed to deliver unsolicited email (SPAM).
- 3.11.3. The Provider reserves the discretionary right, but not the obligation, to monitor Customer web site content and reserves the right to block access to any content that the Provider, in the Provider's discretion, deems unacceptable or undesirable. The customer web sites of the Affiliate are solely responsible for their Web Site content and shall be solely responsible for all costs and charges assessed by third parties in connection with Affiliate customer's use of the Provider's web hosting service hereunder.
- 3.11.4. Use of unsolicited email (SPAM). The Affiliate agrees that the Provider may refuse to host any Web Site that the provider believes, in its sole discretion, is utilizing unsolicited email.

4. *Disclaimers*

- 4.1. *Liability Limitations.* The goods and services provided by Provider are provided AS IS, WITHOUT WARRANTY OF ANY KIND TO AFFILIATE OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; 7) QUIET ENJOYMENT; AND 8) TITLE. AFFILIATE AGREES THAT ANY EFFORTS BY Provider TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS, AND THAT ANY Provider WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL

PURPOSE. AFFILIATE FURTHER AGREES THAT Provider SHALL NOT BE LIABLE TO AFFILIATE OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF Provider WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT. MODIFICATIONS MADE TO AFFILIATE'S WEBSITE BY AFFILIATE OR ANY THIRD PARTY VOIDS ANY REMAINING EXPRESS OR IMPLIED WARRANTIES. In the event the foregoing exclusion and/or limitation of liability for consequential or incidental damages, is not permitted and/or enforceable in a jurisdiction having jurisdiction and deciding a dispute under this contract, the parties agree that Provider's liability is limited to the greatest extent permitted by law of said jurisdiction.

- 4.2. *Provider Not Liable for Delays or Defaults.* Provider shall not be liable for delays or defaults in furnishing goods or services hereunder, if such delays or defaults on the part of Provider are due to:
 - 4.3. Acts of God or of a public enemy;
 - 4.4. Acts of the United States or any state or political subdivision thereof and/or force majeure;
 - 4.5. Fires, severe weather, floods, earthquakes, natural disasters, explosions or other catastrophes;
 - 4.6. Embargoes, epidemics or quarantine restrictions;
 - 4.7. Shortage of goods, labor strikes, slowdowns, differences with workmen or labor stoppages of any kind;
 - 4.8. Delays of supplier or delay of transportation for any reason;
 - 4.9. Causes beyond the control of Provider in furnishing items or services including, but not limited to, breakdown or failure of machinery or equipment, or delay in Affiliate reporting problems or furnishing information or materials.
5. Acceptance of delivery of goods or services shall constitute a waiver and release of Provider by Affiliate for any claim for damages, setoff, discount or other liability on account of delay.
6. *Termination.*
 - 6.1. *No Cause.* Both parties (the Provider and the Affiliate) reserve the right to, and both parties agree that each other party may, terminate any and all business relationships for no cause and without any reason upon 45 days' notice. Said notice shall be in writing and by registered mail. During the 45 day period, the agreement can be reinstated if both parties so consent in writing by registered mail
 - 6.2. *Cause.* The Provider reserves the right to terminate or suspend web site service immediately for any violations of sections 3.3, 3.9, or 3.10. Both parties (the Provider and the Affiliate) reserve the right to, and both parties agree that each other party may, cancel this Agreement and terminate any and all business relationships, and terminate any and all services to Affiliate with 45 days written notice and by registered mail, in the event that the offending party fails to fulfill any material obligation contained in this Agreement. Said registered mail will specify the specific the material obligation that the offending party failed to fulfill. The offending party will have 30 days to rectify said failure. If the failure is rectified to the satisfaction of the party who gave notice of the termination, they shall so respond to the offending party at the end of the 30 days by registered mail. In the event that no notice of satisfactory rectification was given within 30 days, the agreement and all business relationships will be cancelled at the end of 45 days without further notice. Provider RESERVES THE RIGHT TO USE SELF-HELP TO THE GREATEST EXTENT PERMITTED UNDER THE LAW, INCLUDING, BUT NOT LIMITED TO, ELECTRONIC REMEDIES.
 - 6.3. *Post-Termination Rights.*
 - 6.3.1. *Fees Owed to Provider.* After termination by any party for any reason, Provider shall retain the right to recover all accrued charges due and owing by Affiliate to Provider, and Affiliate agrees that it waives any right it may have against Provider to offset fees payable by Affiliate to Provider.

6.3.2. *Affiliate's Continued Indemnification.* Affiliate's indemnification of Provider under Paragraph 2., above, shall survive any termination of this Agreement.

- 7. *Confidentiality.* This Agreement creates a confidential relationship between Affiliate and Provider. Information concerning Provider's and Affiliate's business affairs, vendors, finances, properties, methods of operation, computer programs, employees, documentation, and other such information whether written, oral, or otherwise, is confidential in nature. Provider, Affiliate, and employees and providers of both will adhere fully to this confidentiality agreement. Affiliate and Provider will not disclose any confidential information to third parties without prior written consent of the other party except as may be required by law.
- 8. *Remedies.* The failure of either party to seek relief for the other party's breach of any duty under this Agreement, shall not waive any right of the non-breaching party's to seek relief for any subsequent breach.
- 9. *Governing Law and Jurisdiction.* The construction, validity and performance of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and the parties expressly waive its choice of law rules. The parties agree that venue and jurisdiction for any litigation arising out of, related to, or regarding the validity of, this Agreement shall lie in the County of Harris, State of Texas.
- 10. *Severability.* If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect.
- 11. *Relationship of Parties.* The provider and affiliate are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. The affiliate will have no authority to make or accept any offers or representations on behalf of the provider. The affiliate will not make any statement that reasonably would contradict anything in this Section.
- 12. *Entire agreement.* This agreement represents the full understanding between the parties and there is no other agreement, oral or written, between them, and that this agreement may not be modified without an agreement in writing signed by the party to be charged.
- 13. *Breach or Cancellation.* In the event of any uncured default in payment within five business days after notice by the Provider, the Affiliate shall be deemed to be in default under this contract. Upon such contract default, or if the Affiliate gives notice of cancellation of the contract without any default of the Provider, the Provider is immediately entitled to all payments previously made and to invoice for all work including overage and options ordered by the Affiliate to the date of cancellation or breach. There shall be no right to a refund to any payments already made. Provider shall be entitled to reasonable legal fees in the event the services of an attorney are necessary for collection. In the event of any uncured default by the Provider within five business days of notice by the affiliate concerning the delivery schedule, the Provider shall be deemed in default under the contract and the Affiliate shall be entitled to a refund of payments made at which time the contract is cancelled, the work is deemed that of the Provider, without any warranties by the Provider. Consequential or third-party damages are prohibited.
- 14. *Knowing Consent and Authority to Consent.* The parties knowingly and expressly consent to the foregoing terms and conditions. Each signatory is authorized to enter into this Agreement on behalf of its respective party.

ACCEPTED and AGREED

Signed:

Print Name:

Title:

Company:

Date:

EZOT Agreement

Tax Id:

Service name:

Notification/support

Email address:

Domain name:

Schedule A. Web Site Fees

The monthly commission for each active web site account referred by the Affiliate is 50% of the Qualifying Revenues paid by the customer to the Provider. "Qualifying Revenues" are revenues derived from sales of EZOT's online site building and hosting service, excluding costs for taxes, service charges, credit card processing fees, and bad debt. The Provider is responsible for providing billing services for customer accounts using Provider's merchant account.

The Affiliate shall pay a \$1000 initial setup fee for setup of the service. The initial setup fee includes the first years maintenance fee.