

WEBSITE HOSTING SERVICES AGREEMENT

This Website Hosting Services Agreement ("Agreement") is entered by and between Rental Hosting LLC, 1901 N. State Highway 360, Suite 340, Grand Prairie, TX 75050 ("Rental Hosting LLC") and you ("Customer"), and is made effective as the date of your use of this website or the date of electronic acceptance.

WHEREAS, Rental Hosting LLC offers certain website hosting services;

WHEREAS, Customer is desirous of availing itself of such services offered by Rental Hosting LLC; and

WHEREAS, Rental Hosting LLC is willing to provide such services to Customer upon agreed terms and conditions;

NOW THEREFORE, your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement and its terms & conditions.

1) DEFINITIONS.

a) "Bandwidth" means the network bit-rate capacity available to connect Customer's website with the public Internet, measured in bits per second or a multiplier thereof.

b) "Content" means all text, pictures, sounds, graphics, video, files, and other data contained on Customer's website.

c) "Customer Portal" means a web-based application allowing Customer's clients to access, view and print account-related information, including but not limited to invoices, account statements, contracts and inventory currently on rent to such clients of Customer.

d) "Hosting Services" means the services subscribed to by Customer, which may include website development, inventory database hosting, search engine optimization, content hosting and creation of web-based interfaces. The particular services subscribed to by Customer are selected during Customer's sign-up process. Hosting Services specifically exclude email hosting services.

e) "Stored Data" means the amount of hard drive space, measured in megabytes, occupied on Rental Hosting LLC's servers by Customer's Content.

2) TERMS OF SERVICE. Subject to Customer's election of Hosting Services as selected during Customer's sign-up process hereto, Rental Hosting LLC shall provide the following services to Customer under this Hosting Agreement:

a) **HOSTING.** Rental Hosting LLC shall furnish and maintain server(s) on which Customer's website and data shall be stored. Customer shall be entitled to 500 megabytes of Stored Data (equivalent to approximately 10,000 Customer inventory records and associated images) in connection with the Hosting Services. Stored Data in excess of 500 megabytes will be subject to a Stored Data Overage Fee (as defined in Section 4(c) herein).

b) **SOFTWARE AND DATA.** Rental Hosting LLC owns and/or has secured the right to use all computer software and data required for provision of the Hosting Services to Customer. Rental Hosting LLC's rendering of the Hosting Services shall not confer any rights upon Customer in such software and data.

c) **SECURITY.** Rental Hosting LLC shall use reasonable efforts to maintain said server(s) in a facility that has fire protection, air conditioning, weatherproofing, a backup power supply, secure physical access, network security, and other commercially reasonable operating characteristics customary in the field of hosting. However, Rental Hosting LLC will not be held liable for losses and other costs incurred in a fire or other physical calamity and/or Act of God.

d) CONTENT. Customer is solely responsible for the Content. Rental Hosting LLC may, but have no obligation to, remove any Content that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or this Agreement. Notwithstanding the foregoing, Rental Hosting LLC shall have the right, in its sole discretion, to capture and use screen shots of Customer's website and to use Customer's business name for the purposes of advertising the Hosting Services. Nothing shall prohibit Rental Hosting LLC for suspending or disabling Customer's website for non-payment of any amounts due hereunder.

e) SITE BACKUP. Rental Hosting LLC will back up the server(s) hosting Customer's website and/or Content no less than once per week.

f) MAINTENANCE DOWNTIME. The parties acknowledge that certain maintenance and upgrade activities may necessitate occasional service interruption. When maintenance, technology upgrades or other events will require such downtime, Rental Hosting LLC will make reasonable efforts to schedule such downtime during off-peak hours.

g) ADDITIONAL SUBSCRIPTION SERVICES. Customer can subscribe to additional Hosting Services selected during Customer's sign-up process. Rental Hosting LLC shall perform said Hosting Services in a good and workmanlike manner in accordance with industry standards.

3) TERM AND TERMINATION.

a) This Hosting Agreement shall run for an initial term of **one (1) year** from the effective date hereof. Either party may terminate this Hosting Agreement at the end of the initial term upon written notice to the other party.

b) If this Hosting Agreement is not terminated as provided, it shall be renewed automatically on a month-by-month basis, pursuant to the terms and pricing as selected during Customer's sign-up process. Thereafter, this Hosting Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other party. The Hosting Services will continue until the expiration of any term for which Customer has prepaid the Hosting Fees set forth during Customer's sign-up process.

c) Notwithstanding the foregoing, Rental Hosting LLC may terminate this Hosting Agreement for cause if Customer fails to timely pay any amount(s) due hereunder. Upon such termination for cause, Customer's website will be disabled, and Subscriber's Content will be deleted from Rental Hosting LLC's servers.

4) OBLIGATIONS OF CUSTOMER. Customer understands and agrees that Rental Hosting LLC's provision of Hosting Services are condition upon Customer's fulfillment of the following obligations:

a) WEBSITE CREATION. Upon execution of this Agreement, Customer will pay to Rental Hosting LLC all applicable fees for Hosting Services in effect at the time of registration as specified during Customer's sign-up process. Customer further agrees to promptly deliver all images, logos, text and graphics etc. to Rental Hosting LLC in order to complete the design of the website. If, after 90 days, Customer has not delivered these items, the site will not be operational, but the Customer agrees to pay the monthly hosting fee as if the site were operational in exchange for having not provided these materials in a timely manner.

b) DESIGN/HOSTING FEES. Payment of amounts due under this Hosting Agreement are to be paid in the amount and at the times as specified during Customer's sign-up process. Renewals will automatically be charged to the Customer's entered credit card. If Customer makes a payment via check, Rental Hosting LLC may elect to process Customer's check through a one-time electronic check conversion. This means that Customer authorizes Rental Hosting LLC either to use information from the check to make a one-time electronic fund transfer from Customer's account or to process the payment as a check transaction.

c) STORED DATA OVERTAGE FEES. Customer will be assessed a fee of \$10.00 per month for each additional one hundred megabytes (100MB) of Stored Data in excess of

500MB residing on Rental Hosting LLC's servers on the last day of a calendar month (a "Stored Data Overage Fee"). Stored Data Overage Fees will be invoiced to customer no later than the 15th day of the calendar month following the month in which the overage occurred, and payment of such invoices are due upon receipt.

d) PAYMENTS. Set-up fees and the hosting fee for the first month are due to Rental Hosting LLC Systems upon execution of this agreement. A valid credit card is required during Customer's sign-up process. Subsequent hosting fees will automatically be invoiced based on the billing cycle selected at Customer's sign-up. If Customer makes a payment via check, Rental Hosting LLC may elect to process Customer's check through a one-time electronic check conversion. This means that Customer authorizes Rental Hosting LLC either to use information from the check to make a one-time electronic fund transfer from Customer's account or to process the payment as a check transaction. All fees are non-refundable. Rental Hosting LLC reserves the right to change fees or to institute new fees at any time, for any reason, at its sole discretion. Any such changes will be binding and effective 30 days written notice to Subscriber at the e-mail address or postal address (by United States mail) provided by Subscriber in connection with the initiation of the Hosting Services. All fees are payable in U.S. Dollars. Interest charges of 1.5% per month will accrue daily on any unpaid balance which is more than 30 days old. Subscriber agrees to pay all sales and use taxes, duties, or levies which are required by law. If Customer believes that Rental Hosting LLC has billed you in error, you must contact our Customer Service Department within 60 days of the invoice date. Refunds or adjustments will not be given for any charges which are more than 60 days old.

e) REASONABLE ASSISTANCE. Customer will promptly provide reasonable assistance requested by Rental Hosting LLC in rendering the Hosting Services, including but not limited to timely responses to questions and payment of all fees due hereunder.

f) WEBSITE MAINTENANCE/UPDATES. This agreement includes minor/occasional maintenance or seasonal minor modifications to Customer's web pages, such as changes to operating hours, updating links or making minor changes to a sentence, not to exceed a total of one hour per year. It does not include removing nearly all the text and/or graphics from a page and replacing it with new information, creating new web pages, making changes to the site's layout and/or navigation, header or footer sections, or making changes to site's Search Engine Optimization meta tags. Changes requested by the Customer beyond these limits will be billed accordingly. Upon Customer's request, an estimate of the level of effort will be provided by Rental Hosting LLC before the changes are implemented

g) SYSTEM SECURITY. If Customer subscribes to the Customer Portal, Rental Hosting LLC will provide Customer with a user ID and password to ensure secure access to the Customer Portal ("Credentials"). Customer shall use its best efforts to maintain the confidentiality of the Credentials and must notify Rental Hosting LLC immediately if it becomes aware that the Credentials have been compromised. Customer is solely responsible for any and all activities occurring under Customer's account and will indemnify Rental Hosting LLC against any misuse of the Hosting Services resulting from or arising out of Customer's failure to protect the Credentials.

h) HACKING. "Hacking" and related activities are prohibited. "Hacking" includes, but is not limited to, the following activities: illegally or without authorization, accessing computers, accounts or networks, penetrating or attempting to penetrate security measures, port scans, stealth scans, and other activities designed to assist in hacking.

i) STATIC IP ADDRESS. Rental Hosting LLC's Hosting Services include features which require a static IP address at the Customer's network. Customer will be responsible for obtaining a static IP address from their Internet Service Provider (ISP) and configuring their network/firewall to use the static IP address.

5) REPRESENTATIONS AND WARRANTIES OF CUSTOMER. Customer hereby represents and warrants as follows:

a) Customer owns all right, title and interest in and to or has obtained the right to use all Content and has verified that such Content is compliant with all applicable federal, state and local laws and regulations;

b) Customer will not upload, post, or otherwise transmit any Content (a) that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, hateful, or otherwise objectionable; (b) that violates the privacy, publicity or personal rights of others; (c) that violates, infringes or misappropriates the intellectual property rights of others, including but not limited to patents, trademarks, trade dress, copyrights or trade secrets; or (d) that contains any malicious software or code;

c) Customer will not use the Hosting Services to (a) violate any local, state, national or international laws; (b) advertise, promote or display any illegal product, service or activity, including but not limited to any type of intoxicant, alcoholic beverage, tobacco product or drug (where prohibited by law); or (c) advocate, promote or assist any party in carrying out violence or physical harm against any persons, nations, groups, entities or animals, including but not limited to providing instructions on how to obtain, assemble or use any weapon or incendiary device or any other product or activity that involves a significant risk of death or injury to persons or property; and

d) Customer will not interfere with the ability of others to effectively use Rental Hosting LLC's Hosting Services, including but not limited to activities that excessively use Bandwidth or block access to any shared network, system, service or equipment.

6) PROPRIETARY RIGHTS; SOFTWARE LICENSE GRANT. Customer acknowledges and agrees that the Hosting Services and any necessary software used in connection with the Hosting Services contain proprietary and confidential information of Rental Hosting LLC that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that information presented to Customer through the Hosting Services may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Rental Hosting LLC, Customer agrees not to duplicate, modify, reproduce, rent, lease, loan, sell, give, sublicense, assign, distribute, otherwise transfer, create derivative works based on, reverse engineer, reverse assemble, decompile or otherwise attempt to discover any source code for the Hosting Services, in whole or in part, or to allow or assist any others to do so. Subject to the use restrictions of this Section, Rental Hosting LLC grants Customer a non-transferable, non-sublicensable and non-exclusive right and license to use the object code of its Hosting Services for the sole purpose of accessing and using the services.

7) CHANGES TO THIS AGREEMENT. Except as otherwise provided in this Agreement, Customer agrees that during the term of this Agreement that Rental Hosting LLC may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the Services provided under this Agreement at any time (including, without limitation, changing Subscriber Service provider). Any such revision or change will be binding and effective 30 days written notice to Customer at the e-mail address or postal address (by United States mail) provided by Customer in connection with the initiation of the Hosting Services. Customer's continued use of the Hosting Services shall constitute Customer acceptance of this Agreement as well as additional rules or policies that are or may be published by Rental Hosting LLC. If Customer does not agree to any of such change(s), Customer may request that Customer's Hosting Services be cancelled. Customer acknowledges and agrees that such cancellation will be Customer's exclusive remedy and our sole liability if Customer does not wish to abide by any changes to this Agreement.

8) LIMITATION OF LIABILITY.

a) Rental Hosting LLC shall not be liable for failure or delay in performance of Hosting Services under this Support Agreement, in whole or in part, due to any cause beyond Rental Hosting LLC's control. By way of example and not limitation, Rental Hosting LLC shall not be liable for failure or delay in performance of services hereunder as a result of Customer's failure to make Content available to Rental Hosting LLC.

b) Rental Hosting LLC and its third party partners depend upon computer systems that are responsive to the demands of their users. Occasionally, these computer systems are subjected to

exceptional volumes of incoming data and/or processes that result in significant degradation of their system processing and response time. Regardless of the reason, in those instances when there is system performance degradation as the result of an extremely large volume of incoming data and/or processes, Rental Hosting LLC reserves the right, in its sole discretion, to filter or block data and/or processes originating from or traveling to the identified sources of the high traffic volume.

c) Rental Hosting LLC shall not be liable for loss, destruction or damage of Customer Content unless such loss, destruction or damage is due to the willful misconduct of Rental Hosting LLC, in which event its liability shall be limited to restoring the lost, destroyed or damaged programs or data, provided such restoration can reasonably be performed by Rental Hosting LLC.

d) Rental Hosting LLC shall not be liable to Customer or any other party for the accuracy, completeness, timeliness, usefulness or safety of the Content or any claims arising therefrom.

e) Customer's sole remedy for Rental Hosting LLC's liability under this Hosting Agreement, if any, other than the remedy mentioned above, shall be limited to re-performance of any service provided by Rental Hosting LLC or a refund not to exceed the amount paid by the Customer to Rental Hosting LLC for the applicable service in the last three months.

f) HOSTING SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS-IS, AS AVAILABLE" BASIS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, RENTAL HOSTING LLC DISCLAIMS ALL WARRANTIES OR CONDITION WITH RESPECT TO THE QUALITY, PERFORMANCE OR FUNCTIONALITY OF THE HOSTING SERVICES, EXPRESS AND IMPLIED, WITH REGARD TO ANY HOSTING SERVICES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

g) CUSTOMER AGREES THAT RENTAL HOSTING LLC'S LIABILITY, IF ANY, TO CUSTOMER FOR DAMAGES, WHETHER ARISING UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY OR INTELLECTUAL PROPERTY INFRINGEMENT, SHALL NOT EXCEED THE CHARGES SPECIFIED BY RENTAL HOSTING LLC FOR THE HOSTING SERVICES INVOLVED IN THE LAST THREE MONTHS. CUSTOMER FURTHER AGREES THAT RENTAL HOSTING LLC, ITS OFFICERS, MANAGERS, AFFILIATES, REPRESENTATIVES, SUBCONTRACTORS, AND EMPLOYEES WILL NOT BE LIABLE FOR ANY LOST PROFITS OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF RENTAL HOSTING LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9) INDEMNIFICATION. Customer will indemnify and hold harmless Rental Hosting LLC, its officers, managers, affiliates, representatives, subcontractors and employees from any loss, claim or damage to persons or property arising out of (i) Customer's performance of this Hosting Agreement; (ii) Customer's Content, including but not limited to claims of intellectual property infringement, personal injury or death, property damage, products liability or negligence; and/or (iii) Customer's breach of any warranty or representation made herein. This indemnity will survive termination of this Hosting Agreement for any reason.

10) ASSIGNMENT. Customer may assign its rights under this Hosting Agreement to any person or entity acquiring all or substantially all of the assets of Customer ("Successor") operating at the same physical address provided that: a) Successor assumes Customer's obligations by re-registering on the Rental Hosting website and accepting this Agreement and its terms & conditions, and b) Successor immediately pays all outstanding amounts due hereunder. NO OTHER TRANSFER RIGHTS ARE GRANTED, AND CUSTOMER IS SPECIFICALLY PROHIBITED FROM TRANSFERRING, SELLING AND/OR LEASING THIS HOSTING AGREEMENT TO ANY INDIVIDUAL OR COMPANY OTHER THAN THE IMMEDIATE SUCCESSOR TO CUSTOMER.

11) NOTICES. Any notice or other communication required or permitted must be in writing and will be deemed duly given if hand delivered, sent by overnight courier or certified or registered mail, postage prepaid, to the following:

If to Rental Hosting LLC:

Rental Hosting LLC
1901 N. State Highway 360, Suite 340
Grand Prairie, TX 75050

If to Customer: Address as entered by Customer during sign-up process

or to such other address as either party may designate by written notice. All notice periods set forth in this Agreement will begin on the date notice is received or delivery is refused.

12) ENTIRE AGREEMENT.

a) This Hosting Agreement, together with any attachments hereto, supersedes all prior agreements and understandings between the parties related to the subject matter hereof and is intended by the parties as the complete and exclusive statement of the terms of the Hosting Agreement.

b) The provisions of this Hosting Agreement shall control over the terms of any present or future service request from Customer. Acceptance by Customer of any Hosting Services from Rental Hosting LLC shall be deemed conclusive evidence of Customer's agreement that the services rendered are governed by this Hosting Agreement.

13) AGREEMENT BINDING. This Hosting Agreement will inure to the benefit of, and be binding upon, the respective successors and any permitted assigns of the parties.

14) FORCE MAJEURE. A party shall be excused for delays in the performance of its obligations hereunder to the extent due to causes beyond its reasonable control and that could not have been avoided through the exercise of reasonable care, such as Acts of God, acts or omissions of civil or military authorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, or the unavailability of necessary labor, materials or manufacturing facilities (the "Force Majeure").

15) SEVERABILITY. If any of the provisions of this Hosting Agreement are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted.

16) GOVERNING LAW AND VENUE. This Hosting Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. Customer and Rental Hosting LLC consent to the exclusive jurisdiction and exclusive venue of federal and state courts located in or contiguous to Tarrant County, Texas.