

MARKETSERVICE 2000 AGREEMENT
TERMS AND CONDITIONS

1. THIS MARKETSEVICE 2000 AGREEMENT is made this _____, _____, (hereinafter referred to as the "Effective Date"), by and between E.C. Wesner Associates, Inc., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and authorized to do business in the State of Florida and having a principal place of business at 3400 Marble Crest Drive, Land O' Lakes Florida , (hereinafter referred to as "Vendor"), and _____, a corporation organized and existing under the laws _____, and having a principal place of business at _____, (hereinafter referred to as the "Customer").

2. Entire Agreement

This Agreement, together with any schedules, appendices and other attachments hereto, all of which are hereby incorporated by reference herein and made a part of this Agreement, constitutes the entire agreement between Vendor and Customer and supersedes all proposals, oral and written, and all other communications between the parties in relation to the subject matter of this Agreement. Except as otherwise provided herein, no variation of this Agreement shall be effective until reduced to writing and executed by the parties hereto.

3. The Services

(a) Description. Subject to the terms and conditions contained herein, Vendor agrees to furnish access to its online computer services to Customer as set forth in Appendix A hereto. (The description of such services is referred to herein as the "Services").

(b) Term. Vendor agrees to provide the Services described herein beginning on the Effective Date and continuing during the period of performance (hereinafter referred to as the "Term") provided for in Appendix A to this Agreement.

(c) Payment. By accessing and using any of the Services of Vendor, Customer agrees upon receipt of billings to pay the charges for such Services as set forth and specified in Appendix A hereto. All payments are due within thirty (30) days of the invoice date. Payments will be considered delinquent if received more than thirty (30) days after the invoice date. Vendor reserves the right to either suspend or terminate access to the Service and account until payment in full is received. Interest of 1 ½% per month will be charged on any delinquent balance. In the event vendor must proceed with collection

services to obtain payment, Customer agrees to pay all fees and costs incurred with such collection efforts including attorneys fees and costs.

(d) Equipment. Unless otherwise specifically stated in Appendix A hereto, the Services provided by Vendor do not include equipment or devices or charges for the transmission or receipt of the Services at Customer's location, and Customer at its own expense will procure and obtain any and all necessary equipment and supplemental service including, but not limited to, terminal equipment compatible with the Vendor's equipment and facilities, suitable dataset, and appropriate telephone line service.

(e) Limitations on Use. Customer will pay for all the usage of Services accrued under its Customer Identification Code (see Section 8). When Customer wishes to limit usage to a specific dollar amount, the responsibility for so doing rests with Customer who must notify the Vendor in writing of the limitations and the amount it wants to put on the usage, failing which Customer agrees to pay for usage of services accrued under its Customer Identification Code.

4. Changes in Services or Fees

(a) Vendor shall have the right to make changes in the software used to perform the Services, in hours of operation, and in equipment utilized in performance of the Services by giving Customer 30 days written or electronic notice; provided, however, that Customer shall have the right to terminate this Agreement as provided in Section 10(b) hereof after receipt of such notice. Vendor shall have the right to make changes in the fees and charges set forth in this Agreement by giving Customer thirty (30) days written or electronic notice, but, in such event, Customer shall have the right to terminate this Agreement as provided in Section 10(b) hereof after receipt of notice from Vendor.

(b) Use, Storage Limitations - Vendor reserves the right to establish or modify general practices and limits concerning use of the service, including without limitation the maximum numbers of days that content will be retained by the Service, and the maximum disk space that will be allotted on Vendor's servers for Customer data.

5. Warranties

(a) Disclaimers of Warranty. VENDOR'S SERVICES AND SYSTEM ARE PROVIDED "AS IS" AND VENDOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY OTHER WARRANTY, CONDITION, GUARANTY, OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE SERVICE.

6. System Availability

In the event Vendor does not fulfill its obligations with respect to providing system availability during any calendar month, Customer shall have as its sole remedy the right to terminate this Agreement upon thirty (30) days notice. In no event shall Vendor be liable for any damages to Customer or any third party resulting from the unavailability of Services for any time.

7. Ownership of Software.

Customer's use of Vendor's system affords Customer access to many of the features of Vendor's system; however, some aspects of Vendor's system remain within Vendor's exclusive proprietary control. Title in and ownership of the Software, including any modifications thereto, shall remain at all times with Vendor. Customer acknowledges and agrees that Vendor owns all copyright, trade secret, patent, trademark and other proprietary rights in and to the Software, including all modifications thereto.

Vendor grants Customer a non-exclusive, non-transferable license to use the information, documents, and software contained in or made available through the Service solely for Customers business purposes and provided Customer is not in default of this agreement. Customer may store, manipulate, analyze, print and display content of services only for business use. Unauthorized use of the service, or resale by Customer of the service is expressly prohibited. Customer shall not copy, sell, transfer or distribute this license or the content to any party.

8. Customer Identification Code.

(a) Assignment of Codes. Vendor will assign Customer any necessary user code(s), identification number(s) or code(s), user number(s), or other special identifying or system features (hereinafter "Customer Identification Code(s)") as may be

necessary to ensure that access to Vendor's computer and/or other data processing facilities chargeable to Customer is confined to Customer and its authorized representatives or agents.

(b) User Logins Only authorized individuals from Customer organization who are registered with Vendor will have access to service through a user login. A user login cannot be shared or used by more than one individual. A user login can be transferred to another individual only if previous individual becomes inactive and no longer has access to the service. It is the responsibility of the Customer to notify Vendor in writing of any personnel changes that affect user login access.

(c) Code Security. Customer shall take appropriate steps to protect the use of such Customer Identification Code(s), and Vendor will provide all assistance reasonably required, including but not limited to changing such Customer Identification Code(s), at the written request of Customer. Customer shall be liable for all charges incurred under any additional Customer Identification Code(s) established by Vendor in accordance with this section. Customer shall notify Vendor of any authorized use of Customer Identification Code. Vendor shall not be responsible for any unauthorized access to, or alteration of, transmissions or data sent or received, regardless of whether data is actually received by Customer.

8. Customer Compliance with Laws.

(a) Customer Obligations. Customer represents and agrees that it will use the Services provided by Vendor hereunder only for its own proper business use in accordance with all applicable Federal, State and local laws and regulations, and tariffs, and that Customer shall use said Services in accordance with the conditions, rules and regulations which may be established or specified by Vendor from time to time in order to ensure compliance with such laws, regulations and tariffs.

(b) User Conduct - Customer agrees not to use the service to (1) transmit through or post on the service unlawful, harassing, libelous, vulgar or otherwise objectionable material of any kind which is harmful to minors in any way; (2) transmit any material that contains software viruses or other harmful or deleterious files or programs; (3) interfere with or disrupt servers or networks connected to the service; (4) attempt to gain unauthorized access to the service, other accounts, computer systems or networks connected to the service.

9. Termination

(a) Default. Each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default is incapable of cure or which, being capable of cure, has not been cured within seven (7) days after receipt of notice in writing of such default (or such additional cure period as the nondefaulting party may authorize).

(b) Price and Service Charges. Customer shall have the right to terminate this Agreement upon thirty (30) days written or electronic notice to Vendor in the event that Vendor exercises its right pursuant to Section 4 hereof to change the nature of any of the Services or the amounts of any fees or charges set forth in this Agreement.

(c) Acts of Insolvency. Either party may terminate this Agreement by written or electronic notice to the other and to regard the other party as in default of this Agreement, if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated its business, voluntarily or otherwise.

(d) Force Majeure; Suspension and Termination. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy its benefits because of (or if failure to perform the Services is caused by) natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (hereinafter referred to as "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may by giving written or electronic notice terminate this Agreement.

(e) Rights and Obligations of the Parties on Termination. In the event that this Agreement is terminated as provided for herein, each party shall forthwith return to the other, or certify to the other in writing as to the destruction of (if the other party in writing instructs that such be destroyed), all data, materials and other properties of the other party then in its possession. Upon the consummation of the exchange of such

properties, Vendor shall return to Customer all payments received by Vendor up to and including the date of termination of this Agreement, reduced by the fair value of the Services previously delivered to and accepted by the Customer and all provable costs and expenses incurred by Vendor up to the date of termination of the performance of this Agreement. Upon termination, Customer shall immediately pay to Vendor all amounts due and owing without any right of set-off, recoupment or deduction. A file containing Customers data will be available to Customer upon request for a period of thirty days (See Appendix A for fee). Appendix A is attached to this agreement and is made a part hereof. After the thirty day period following termination, regardless of which party terminated the agreement, Vendor shall have no obligation to maintain or forward to Customer any data stored for Customer.

10. Proprietary Information; Security; Publicity

(a) Proprietary Information. Each party acknowledges and agrees that any and all information emanating from the other's business in any form, including any compilations of otherwise public information, is "Confidential and Proprietary Information," and each party agrees that it will not, during or after the Term of this Agreement, permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employee, agent or representative who must have such information for the performance of the obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the other party. Each party shall be responsible for any unauthorized disclosure made by any of its employees, servants or agents, and each party shall take appropriate action with respect to its employees, servants or agents, to ensure that the obligation of non-use and non-disclosure of Confidential and Proprietary Information under this Agreement can be fully satisfied. For the purposes of this subsection the term "Confidential and Proprietary Information" is not meant to include any information which, at the time of disclosure, is generally known by the public and any competitors of the Customer; information disclosed to the other party by third parties having a right to do so and who have not imposed upon the party obligations of confidentiality in respect thereof; and information which is known to the other party prior to the disclosure.

(b) File Security. Vendor will use its best efforts to provide reasonable security to protect Customer's computer-stored files and/or programs from unauthorized access by third parties.

Except as required by law, at the request or direction of Customer, or as required in the normal course of providing the Services to Customers hereunder, Vendor will not copy or endeavor to copy Customer's computer-stored files and/or programs except as backup media for data protection purposes in accordance with Vendor's standard security procedures. It is understood that Customer assumes full responsibility for use of any code or pass-words as may be permitted or required by the particular service involved.

In the event that Vendor is serviced with a subpoena or any other order or request from a governmental body or any other entity or person for any of Customer's computer-stored backup files and/or programs, Vendor shall, as soon as reasonably practicable, notify Customer of such subpoena, order to request and shall not, without Customer's prior written consent, accede to such subpoena, order or request unless required to do so under applicable laws and regulations or when otherwise necessary to avoid legal penalties, notwithstanding Customer's efforts, if any, to contest such subpoena, order or request.

(c) Publicity, Trademarks. Neither party shall use the name(s), trademark(s) or trade name(s) (whether registered or not) of the other party in publicity releases or advertising or in any other manner, including customer lists, without securing the prior written approval of the other.

11. Rights in Data

Vendor does not convey nor does Customer obtain any right in the programs, systems, data or material utilized or provided by Vendor in the ordinary course of business in the performance of this Agreement. Vendor retains all proprietary right, title and interest, including copyright and all other intellectual property rights in and to the service. Vendor shall retain all rights relating to any suggestions, ideas, feedback, recommendations or other information provided by Customer relating to service. Customer agrees to assign such submissions to Vendor free of charge. Vendor may use such submissions as it deems appropriate at its sole discretion.

12. Indemnification

Customer hereby indemnifies and shall hold harmless the Vendor, and any employee or agent thereof (each of the foregoing being hereinafter referred to individually as "Indemnified Party") from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (other than liability solely the fault of the Vendor) arising from or in connection with Customer's use of the Services provided for herein and accordingly shall on demand reimburse any Indemnified Party for any and all loss, liability (including any lost profits), fine, penalty, cost or expense (including reasonable attorney's fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from Customer's use of the Services. Customer's obligation to indemnify any Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason.

13. Liability/Consequential Damages

CUSTOMER'S USE OF VENDOR'S SYSTEM IS ENTIRELY AT CUSTOMER'S OWN RISK. IN NO EVENT SHALL VENDOR BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES CUSTOMER MAY INCUR IN CONNECTION WITH VENDOR'S SERVICES, THE USE OF VENDOR'S SYSTEM OR ANY DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON VENDOR'S SYSTEM, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION. IN NO EVENT SHALL VENDOR'S LIABILITY EXCEED THE FEES PAID BY CUSTOMER TO VENDOR.

14. Taxes

Customer shall be responsible for the payment of all taxes imposed as a result of this Agreement, Except for any tax based on Vendor's net income including but not limited to sales, use or excise tax imposed by any government agency having jurisdiction thereof.

15. Applicable Law

This Agreement shall for all purposes be governed by and construed in accordance with the laws of the State of Florida. Any action arising out of this Agreement shall be litigated and enforced under the laws of the State of Florida. Customer hereby agrees to submit to the jurisdiction of the courts of the State of Florida and any legal action pursued by Customer shall be within the exclusive jurisdiction of the courts of the State of Florida. Venue shall be Pasco County, Florida.

16. Limitation on Action

Any action of any kind by Customer against Vendor, or by Vendor against Customer, arising as a result of this Agreement must be commenced within two years from the date the right, claim, demand, or cause of action shall first accrue.

17. Notices

All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth herein. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, (iii) by personal delivery, or (iv) by facsimile transmission, provided that an original copy of the transmission shall be sent by either (i), (ii) or (iii) of this Section 11.9. to the parties. Notice deposited in the mail in the manner hereinabove described shall be effective on the third (3rd) business day after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. of any business day with delivery made after such hours to be deemed received the following business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

18. Waiver

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

19. Independent Contractor

It is expressly understood that Vendor and Customer are independent contractors of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other AND shall neither shall hold themselves out to the public as an agent, partner or representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.

20. Assignment

Neither party shall assign, subcontract, transfer or otherwise dispose of this Agreement, or any interest therein, or the whole or any part of this Agreement, without the other party's prior written consent. Any such attempt to do so, contrary to the terms hereof, shall be null and void and shall relieve the other party of any and all obligations or liability hereunder.

21. Acceptance

N WITNESS WHEREOF, with the intent to be legally bound, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement. If any provision, paragraph, or subparagraph of this Agreement shall for any reason be invalid, illegal or unenforceable in any respect in whole or in part, such provision shall not be deemed to affect the validity of the remainder of the Agreement, including any other provision, paragraph, or subparagraph. Each provision, paragraph, and subparagraph of this Agreement is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

VENDOR:
E.C. WESNER ASSOC., INC.

CUSTOMER:

By: 
President

By: _____