

JEN/MAR SUITE HOSTING AGREEMENT

THIS AGREEMENT (“Agreement”) is between JEN/MAR SERVICES LLC (“Jen/Mar”) and the CUSTOMER for the purpose of application-hosting. Jen/Mar is willing to provide application hosting services (the “Services”) to Customer only upon the condition that Customer accepts all of the terms contained in this Agreement and only in connection with Customer’s use of Jen/Mar Suite software (the “Software”). PLEASE READ THIS AGREEMENT CAREFULLY.

1. Hosting Services. Jen/Mar shall provide the Services to Customer in connection with Customer’s use of the Software. Jen/Mar will be responsible for and maintain all hosting-related server hardware and server software (hereinafter collectively referred to as the “Server”). Customer will access the Server through the Internet. Customer shall be responsible for and Jen/Mar shall have no obligation to provide any non-Jen/Mar Suite software, or any hardware or services that are required in order for Customer to access the Server. Customer is responsible for, and Jen/Mar shall have no obligations with respect to the installation and/or configuration of, any necessary software on Customer’s computers, firewall settings, and any other activity that may be required by Customer in order for Customer to access the Server.
2. Fees. In consideration of the Services, Customer shall pay to Jen/Mar, in advance, all fees due according to the prices and terms published by Jen/Mar, from time to time. Jen/Mar may, thirty (30) days in advance, publish changes to the amount and/or structure of fees charged to Customer. All sales are final and Jen/Mar shall offer no partial or full refunds.

Customer’s access to the Services will be suspended if all fees are not paid when due and thereafter terminated if Customer’s fees are not paid to Jen/Mar within five (5) business days of their due date and Jen/Mar, without further notice to Customer, shall have no obligation to provide the Services to Customer. Jen/Mar shall not be responsible for and shall not reimburse any fees to Customer resulting from the termination of this Agreement or the suspension of Customer’s access to the Services, which are the result of Customer’s failure to timely pay fees.

Customer shall provide to Jen/Mar, not less than fourteen (14) days prior to Customer’s next payment date, with written notice of any decrease in Customer’s chargeable service items (e.g., number of devices, databases, etc.) which Jen/Mar is hosting pursuant to this Agreement.

3. Taxes. All fees charged by Jen/Mar for the Services are exclusive of all taxes imposed on the transaction and/or the delivery of the Services, all of which Customer will be responsible for and will pay in full. In the event that Jen/Mar is required to pay directly any such taxes, Customer will, upon receipt of Jen/Mar’s invoice, promptly reimburse Jen/Mar for any such taxes paid by Jen/Mar.
4. Acceptable Use Policy. Customer shall abide by all rules and regulations reasonably established by Jen/Mar from time to time, with respect to the Services. In addition,

Customer acknowledges Customer's obligations pursuant to all software license agreements and the terms of this Agreement. Customer shall not, on its own behalf or in conjunction with one or more other individuals or entities, permit, assist, or engage in abusing or fraudulently utilizing the Services. Jen/Mar may terminate Customer's access to the Services if in Jen/Mar's sole discretion, Customer's behavior or utilization of the Services is in violation of the terms of this Agreement or any other rules and regulations as shall be in effect, affecting this Agreement, the Services, or any software, from time to time. Any termination of this Agreement by Jen/Mar, as the result of the action or inaction of Customer, shall not entitle Customer to any refund of fees previously paid.

5. Point of Contact. Customer shall designate up to two (2) individuals as Customer's "points of contact" to serve as Jen/Mar's sole contacts with respect to this Agreement and customer support. Customer's points of contact shall have the authority to make decisions on behalf of Customer. Customer may change its points of contact at any time by giving written notice to Jen/Mar in accordance with Section 10 below.
6. Customer Support. Jen/Mar shall provide Customer support at such times and by such means as Jen/Mar shall from time to time determine. Until otherwise determined by Jen/Mar, all Customer support shall be conducted by e-mail.
7. Software Upgrades. Upgrades of the Software shall be provided by Jen/Mar as they are available. Customer shall be solely responsible for upgrading Customer's hardware, as a result of Software upgrades, in order to allow continued access to the Services.
8. Customer Data. Customer may request that Jen/Mar provide to Customer a copy of Customer's data at any time prior to the termination of this Agreement, provided that Customer's access to the Server has not been suspended and further provided, that all fees due and owing by Customer to Jen/Mar have been paid in full prior to or contemporaneously with said request. The format of Customer's data and the means by which it shall be transmitted to Customer shall be in Jen/Mar's sole discretion. Jen/Mar may charge a consulting fee, in regard to Customer's request for Customer data, which shall be reasonable and commensurate with the time and cost associated with complying with Customer's data request. Customer acknowledges being informed that Jen/Mar shall retain Customer's back-up data for a limited period of fourteen (14) days.
9. Term and Termination. The term of this Agreement shall begin on the date Jen/Mar accepts Customer's first payment and shall continue on a month to month basis unless either party, with or without cause, gives the non-terminating party notice of its election to terminate this Agreement. If the terminating party is Customer, Customer must give Jen/Mar not less than thirty (30) days prior written notice of Customer's intent to terminate this Agreement. If the terminating party is Jen/Mar, Jen/Mar must give Customer not less than forty-five (45) days written notice of Jen/Mar's intent to terminate this Agreement. Customer shall be responsible for payment of all fees through the end of the month during which termination occurs. There shall be no proration of Customer's fees for said month. Upon termination of this Agreement, Customer acknowledges that Customer's use of the Software shall also terminate. In accordance with the software license agreement accepted by Customer with respect to the use of the Software, Customer shall remove the Software from Customer's

computers and Customer will immediately cease and desist use of the Software and access to any related system. In addition, upon termination of this Agreement, Jen/Mar shall not be responsible for maintaining any Customer data in original or copy form.

10. Notices. Except as otherwise specifically set forth in this Agreement, any notice or communication (“Notice”), required or permitted under this Agreement, shall be in writing and either delivered personally or sent by facsimile, overnight delivery, or e-mail to Jen/Mar’s and Customer’s current facsimile numbers and addresses.

A Notice sent by facsimile, shall be deemed given when transmitted, provided that confirmation of that transmission was received. A Notice sent by overnight delivery, shall be deemed given when actually received by the intended recipient.

11. Confidential Information. Customer accepts and assumes full responsibility for transmitting any confidential, classified, or trade secret information across the Internet in connection with the Services.

12. Indemnification. Customer shall indemnify and hold Jen/Mar harmless from and against any and all claims, demands, actions, causes of actions, suits, proceedings, losses, damages, costs and expenses, including reasonable attorneys’ fees, arising from or relating to Customer’s provision of Customer’s content, or any act, error, or omission of Customer in connection herewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information, libel, invasion of privacy, infringement of a copyright, tradename, trademark, service mark, or other intellectual property or right of any party, or violation of any applicable law.

13. Warranties. Jen/Mar warrants and represents to Customer that it has the complete right to enter into and perform its obligations under this Agreement. THE FOREGOING WARRANTY IS MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES ARE PROVIDED ON AN “AS IS” AND AN “AS AVAILABLE” BASIS, AND JEN/MAR NEITHER ASSUMES NOR AUTHORIZES ANY OTHER INDIVIDUAL OR ENTITY TO ASSUME FOR JEN/MAR ANY OTHER LIABILITY IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT. JEN/MAR ASSUMES NO RESPONSIBILITY WITH RESPECT TO CUSTOMER OR CUSTOMER’S END USER’S USE OF THE SOFTWARE OR THE SERVICES AND SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, AND SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, BUSINESS INTERRUPTIONS, AND LOSS OF PROFITS, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF JEN/MAR IS AWARE OF THE POSSIBILITY THEREOF. JEN/MAR SHALL IN NO EVENT BE LIABLE FOR MORE THAN THE TOTAL FEES ACTUALLY RECEIVED BY JEN/MAR FROM CUSTOMER FOR THE SERVICES DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF JEN/MAR’S ACT OR OMISSION GIVING RISE TO CUSTOMER’S CLAIM FOR DAMAGES.

14. No Assignment. Customer may not assign this Agreement without the prior written consent of Jen/Mar, which such consent may be withheld in Jen/Mar's sole discretion. Any attempt by Customer to assign this Agreement without the prior written consent of Jen/Mar, shall be deemed null and void, and Jen/Mar may, in its sole discretion and without further notice to Customer, terminate this Agreement immediately. Jen/Mar may assign this Agreement, which shall be effective upon written notice provided to Customer.
15. Complete Agreement. All of the terms, covenants, and conditions of this Agreement between Jen/Mar and Customer, relating to the Services, are set forth in this Agreement and there are no other warranties, obligations, covenants, or understandings between Jen/Mar and Customer, except as set forth herein. No alteration or amendment of this Agreement, or any part hereof, shall be valid unless agreed to, in writing, by Jen/Mar.
16. Severability. All agreements, terms, and conditions contained herein are severable, and in the event that any of them shall be held to be invalid by any competent court, it shall not adversely affect the balance of this Agreement, which shall remain in full force and effect, and shall be interpreted as if such invalid terms, conditions, provisions, or covenants were not contained herein.
17. Governing Law and Forum. This Agreement shall be governed by the laws of the State of Wisconsin and the laws of the United States of America, and any claim, controversy, lawsuit, or other dispute arising out of or related to this Agreement or the Services, shall be initiated and conducted in a forum within Brown County Circuit Court, Green Bay, Wisconsin, or United States District Court, Eastern District of Wisconsin, Green Bay, Wisconsin.

10/18/2005