QUIK Hosting Service Agreement

Carefully read the following terms and conditions of this agreement. By accessing and using the QUIK Hosting services and associated software of QUIK Computing, Inc. ("QUIK Computing"), you ("Customer") indicate the acceptance of the following terms and conditions and you agree to be bound by them. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE THE QUIK HOSTING SERVICE or associated software.

This agreement constitutes the complete and exclusive statement of the agreement between you and QUIK Computing with respect to the QUIK Hosting services and associated software and SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, oral or written, and any other communications relating to the subject matter of this agreement.

Now, therefore, in consideration of the mutual covenants set forth herein, QUIK Computing and Customer agree as follows:

1. **Order Acceptance, Payment.**
   a. All orders are subject to acceptance by QUIK Computing. An order will be deemed accepted by QUIK Computing when QUIK Computing responds by email to the order with an invoice to Customer.
   b. Customer shall use a valid major credit card at a secure payment web site or other payment method as agreed upon by both parties for paying in advance the applicable set-up fees and monthly fees as agreed upon by Customer and QUIK Computing and as quoted and invoiced. Such fees and charges shall include, without limitation, the fees for connectivity to QUIK Hosting servers, operator group design and maintenance services, and charges by any and all third parties whose materials are included as part of the service. QUIK Computing reserves the right to change the amount of, or basis for determining, any fees or charges and institute new fees and charges upon prior notice to Customer. QUIK Computing shall honor originally quoted pricing for fees paid in advance. Seven (7) days prior to payment due date, QUIK Computing shall email to Customer an invoice containing payment due date, amount due and information on how to make the payment. For online payment methods, the invoice specifies how to deposit the funds electronically, and Customer shall access the referenced secure site with valid major credit card information, unless otherwise agreed upon, to make the payment. All fees must be paid in advance, in US Dollars (USD) only. Unless otherwise specified and agreed upon, Customer must pay, in advance, for each billing period of service. If payment by Customer's credit card or other source of funds as agreed upon is denied, or Customer's charge is returned to QUIK Computing for any reason, including charge back, or Customer otherwise fails to make any payments owing to QUIK Computing by payment due date, QUIK Computing shall, at QUIK Computing's discretion, suspend or terminate access to the QUIK Computing Services and/or terminate this Agreement, anytime after payment due date when payment hasn't been received, without prior notice to Customer. Customer's right to use the QUIK Computing Services is subject to any limits established by QUIK Computing or by the issuer of Customer's credit card or alternative source of funds if applicable. Customer shall be responsible for any and all taxes related to this Agreement.

2. **QUIK Computing Services.** During the term of this Agreement, QUIK Computing shall provide the following software and support services to Customer:
   a. Access to Ace Operator software running on a server accessible via the Internet. Customer shall provide operators who login to the system for the purpose of providing online customer service. No Ace Operator software installation or management is required to be performed by Customer. A supported web browser, with Javascript enabled, is required for accessing and using the QUIK Hosting Service. For complete functionality, a sound card is recommended for desktop computers used by operators.
   b. Routine activities including provisioning and maintenance.
   c. Ace Operator features and capabilities as agreed upon by Customer and QUIK Computing and as invoiced to Customer.
   d. Free support by email.

3. **Refunds.** All fees are nonrefundable.

4. **Third Party Providers.** Access to and use of QUIK Hosting Services requires Internet access service which is not included in the services provided by QUIK Computing. Customer acknowledges that in order to access QUIK Hosting Services, Customer may have to agree to and execute agreements with third party providers who may charge Customer fees and charges which are in addition to the fees and charges imposed by QUIK Computing. This Agreement does not in any way relate to or modify the terms of such agreements.

5. **Rules and Regulations.** By using this service, Customer agrees to and will abide by the following rules and regulations:
   a. The service cannot be used for distributing pornography or other objectionable material, or for committing any criminal offenses.
   b. Malicious intent or action of any kind against QUIK Computing servers, software, or other QUIK Computing customers subscribing to QUIK Hosting services is strictly prohibited. Attempting to guess user names and passwords of other service or trial operators and masquerade as their identity constitutes malicious intent.

6. **License Grant.** During the term of this Agreement, QUIK Computing grants to Customer a non-exclusive, personal, non-transferable license to access and use the QUIK Hosting Services solely on and as part of QUIK Computing's World Wide Web site and servers. QUIK Computing may modify the QUIK Hosting Services at any time for any reason and may provide modified versions of the QUIK Hosting Services agreement to Customer without any additional charges for such changes.

7. **Intellectual Property Rights.** Customer acknowledges and agrees that the QUIK Hosting Services constitute confidential and proprietary information of QUIK Computing and its licensors and embodies trade secrets and intellectual property of QUIK Computing and its licensors

protected under United States copyright and other laws and international treaty provisions. Customer further acknowledges that all right, title, and interest in and to all parts of the QUIK Hosting Services, including, without limitation, associated intellectual property rights, are and shall remain with QUIK Computing and its licensors. Customer shall not, and shall cause its employees and agents not to, disclose or transfer any portion of the QUIK Hosting Services to any third party. Customer further agrees not to translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, sublicense, distribute, remarket or otherwise dispose of any portion of the QUIK Hosting Services. Customer hereby acknowledges that, if QUIK Computing at any time or from time to time performs any customizations or modifications to QUIK Hosting Services, all rights and interests to such customizations or modifications shall be the sole property of QUIK Computing.

8. **Term and Termination**.
   a. This Agreement shall have an initial term of one (1) month and shall thereafter automatically renew for successive one (1) month periods. This Agreement and Customer's access to the QUIK Computing Services shall terminate as follows:
      i. Either party may terminate upon thirty (30) days prior notice;
      ii. QUIK Computing may immediately and without prior notice terminate upon a violation by Customer of QUIK Computing's Rules and Regulations;
      iii. QUIK Computing may terminate immediately and without prior notice in accordance with Section 1; and
      iv. QUIK Computing may terminate immediately if, after 15 days prior notice to Customer, Customer has failed to correct any breach of this Agreement.
   b. In cases where Customer's account has been cancelled by Customer per Section 8(A)(i), and Customer is requesting reactivation, QUIK Computing, at it's option, may reactivate the same account, only if the account had been cancelled less than thirty (30) days prior. Otherwise, or after thirty (30) days, Customer will be required to set up a new account and must pay all associated set-up fees.
   c. To cancel a QUIK Computing hosting service, Customer should send a request via email to support@quik-j.com
      or by mail to:
        QUIK Computing Inc.,
        2610 Churchill Road, Raleigh, NC 27608, USA,

      Attention: Service Hosting Cancellations. For assurance of mail delivery, QUIK Computing recommends that requests for cancellation are sent via certified mail. In the case of cancellation by email, a confirmation reply sent by QUIK Computing constitutes receipt of cancellation request.
   d. Sections 1, 7, 8, 9, 10, 11, 12, 13, 14 and 15 shall survive any termination of this Agreement.

Exclusion of Warranties. QUIK COMPUTING PROVIDES THE QUIK HOSTING SERVICE ON AN "AS IS" BASIS, AND WITHOUT ANY WARRANTY OF ANY KIND, whether express or implied, including, but without limitation, any implied warranty of merchantability, or fitness for a particular purpose.

While QUIK Computing makes reasonable efforts to maintain the QUIK Hosting service, many factors are not within QUIK Computing's control. Therefore, QUIK Computing does not warrant, and is not responsible for (even if caused by the negligence of QUIK Computing) any loss of data, delays, non-delivery or mis-delivery of information, lack of access, slow response time, or service interruptions or errors. Loss, delay or non-delivery of service or data can be due to but not limited to QUIK Computing's own negligence, viruses or other third parties. This disclaimer and waiver shall apply equally to any and all third party providers. While QUIK Computing makes every attempt to secure Customer's service from others, it is unlikely but possible for someone to guess operator user names and passwords, and masquerade as one of Customer's operators. Customer is responsible for ensuring secure operator password use and practices to prevent such an occurrence. While QUIK Computing makes reasonable efforts to accommodate varying types of user (operator and end-customer) computer systems and web browsers, QUIK Computing provides no guarantee to Customer that the service will work with all user systems and browsers, especially older ones. QUIK Computing provides no warranty to Customer regarding the accuracy of usage statistics, which QUIK Computing may provide at its discretion. Further, no advice or information given by a QUIK Computing representative shall create a warranty or serve as an amendment to this agreement.

Customer's Data is defined as any data held or generated by QUIK Computing and includes chat session transcripts, service hosting data, user names, descriptive information and user email addresses. Any such Customer's Data is confidential information of the Customer and QUIK Computing will: (i) hold such data in confidence, and not disclose or reveal to any person or entity without the clear and express prior written consent of a duly authorized representative of Customer; and (ii) not use or disclose such data for any purpose at any time. QUIK Computing is not responsible for accidental or deliberate breach of such data while the data is being transmitted to the Customer via emails or other electronic media.

QUIK Computing has the right to change prices, or add or delete product features of any existing product or service. QUIK Computing shall honor originally quoted pricing for fees paid in advance. The right to change products or services extends to any software supporting a product or service. QUIK Computing has the right to discontinue products or services and the right to reassign the IP address of the Ace Operator hosting server which may require modification to all Ace Operator related HTML tags (buttons) on Customer's web site (such as the Ace Operator "Live Help" button). QUIK Computing also has the right to deactivate Customer's service with a thirty (30) day notice. Except for certain products and services specifically identified as being offered by QUIK Computing, QUIK Computing does not control any materials, information, products, or services on the Internet. The Internet contains unedited materials, some of which are sexually explicit or may be offensive to you. QUIK Computing has no control over and accepts no responsibility for such

materials. You assume full responsibility and risk for use of the services and the Internet and are solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products, and other information, and the quality and merchantability of all merchandise provided through the service or the Internet.

9. **Limitation of Liability and Damages.** THE TOTAL AGGREGATE LIABILITY OF QUIK COMPUTING TO CUSTOMER SHALL BE LIMITED TO THE AMOUNT PAID TO QUIK COMPUTING BY CUSTOMER HEREUNDER DURING THE THREE MONTHS IMMEDIATELY PRECEDING A CLAIM IN WHICH QUIK COMPUTING IS LIABLE TO CUSTOMER. IN NO EVENT SHALL QUIK COMPUTING BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR LOSS OF BUSINESS, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED UPON BREACH OF CONTRACT, TORT, OR OTHERWISE AND WHETHER OR NOT QUIK COMPUTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Confidentiality.** Customer acknowledges that by reason of its relationship with QUIK Computing, it may have access to certain information and materials relating to QUIK Computing's business, customers, software technology and marketing which QUIK Computing treats as confidential (collectively "Confidential Information"). Customer shall: (i) hold in confidence, and not disclose or reveal to any person or entity, any Confidential Information without the clear and express prior written consent of a duly authorized representative of QUIK Computing; and (ii) not use or disclose any of the Confidential Information for any purpose at any time, other than for the limited purpose of performance under this Agreement. These obligations shall continue indefinitely for so long as the Confidential Information is a trade secret under applicable law and shall continue for two (2) years following termination of this Agreement with respect to Confidential Information, which does not rise to the level of a trade secret.

11. **Indemnification.** Customer shall indemnify and hold QUIK Computing harmless against all third party claims, demands, suits, actions, judgments, losses, costs, damages (direct, indirect and consequential), attorney's fees and expenses that Company may sustain or incur by reason of any breach or alleged breach of any term or condition of this Agreement (including reasonable attorney's fees) and for any act or omission of Customer or its clients which are in any way related to the QUIK Computing Service.

12. **Export Control**. Customer agrees to comply with all United States and other applicable laws, rules and regulations relating to the export, re-export or transshipment of the QUIK Computing QUIK Hosting Services within or outside of the United States.

13. **Force Majeure.** Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquake, labor disputes and strikes, riots, war, and governmental requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

14. **Miscellaneous.** Customer may not assign its rights or delegate any of its duties under this Agreement without the prior written consent of QUIK Computing, and any attempted assignment or delegation without such consent shall be void. If one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. Nothing in this Agreement or in the understanding of the parties construes upon the parties the status of partners or joint ventures. QUIK Computing may subcontract any work, obligations or other performance required of QUIK Computing under this Agreement without consent of Customer provided QUIK Computing shall ensure continuity in services rendered under this Agreement which if not so done shall amount to material breach of the terms of the Agreement. Other than the termination of this agreement, all notices provided hereunder sent by email, mail or certified mail to QUIK Computing, will be effective upon transmission. QUIK Computing has the right to amend the Agreement from time to time, and will do so by mailing or emailing the new Agreement to all active Customers.

The Agreement shall be governed by the laws of North Carolina, without giving effect to applicable conflict of laws provisions. The federal and state courts located in Raleigh, North Carolina alone have jurisdiction over all disputes arising out of or related to this Agreement and the Services. Customer consents to the personal jurisdiction of such courts sitting in North Carolina with respect to such matters or otherwise between Customer and QUIK Computing, and waives Customer's rights to removal or consent to removal. In the event any litigation or other proceeding is brought by either Party in connection with this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to recover from the other Party all costs, attorneys' fees and other expenses incurred by such prevailing Party in such litigation.