

This Agreement for Software Support Services (the "Agreement") is entered into between Premium Internet LLC, with offices at 1209 Naperville Drive, Romeoville Illinois and the customer (the "Customer") identified in the electronic order form or purchase order submitted on behalf of the Customer (the "Order Form"). This Agreement establishes the terms and conditions pursuant to which the Customer wishes to obtain, and Premium Internet LLC wishes to provide, Software Support services.

1. Software Support Services.

In exchange for the payment of Annual Support Fees, Premium Internet LLC agrees to provide Software Support services to the Customer in connection with its use of an authorized version of the AnimalShelterNet Software identified on the AnimalShelterNet Web site (collectively referred to as the AnimalShelterNet Software Suite) and designated in the Order Form. The AnimalShelter Software Suite does not include any third party programs and/or modifications. Annual Support Fees and services provided are described in the "AnimalShelterNet Software Support Comparison Matrix" (the "Support Services Matrix") displayed on the AnimalShelterNet Website on the date the Customer submitted the Order.

2. Support Level & Scope.

Premium Internet LLC offers different levels of support service depending upon the specific product(s) for which support is purchased. Thus, the scope of services provided to the Customer is subject to: (1) the level of support ("Support Package") selected by the Customer in the Order Form; (2) the characteristics of the Customer's computing environment (as described in Section 3, below); and (3) the Support Services Matrix displayed on the AnimalShelterNet Website for the applicable product on the date the Customer submitted the Order Form.

3. Customer Self-Definition.

The Customer acknowledges that Premium Internet LLC allocates resources and determines pricing based upon the characteristics of Customer's computing environment.

4. Compensation.

Customer shall pay an annual fee to Premium Internet LLC (the "Annual Support Fee") in exchange for the provision of Software Support services pursuant to this Agreement. The amount of the Annual Support Fee for the Initial Term (as defined in Section 5, below) shall be equal to the aggregate amount set forth in the applicable Support Services Matrix(s) for the Support Level selected by the Customer on the Service Commencement Date referenced below, and shall be due and payable on the date Customer submitted the Order Form. The amount of the Annual Support Fee during any Renewal Term (as defined in Section 5, below) shall be equal to the aggregate amount set forth in the applicable Support Services Matrix(s) for the Support Level and Customer Status selected by the Customer forty-five (30) days prior to the commencement of such Renewal Term, and shall be due and payable no later than thirty (15) days after the commencement of such Renewal Term.

Customer shall submit each Annual Support Fee in US funds. Premium Internet LLC may elect to discontinue services to the Customer under this Agreement if timely payment is not received for the applicable term.

The Customer shall pay all taxes, howsoever designated, to the extent attributable to this Agreement or to any part, service or material furnished hereunder.

5. Term; Renewal; Termination.

The initial term of this Agreement shall begin on the date that Premium Internet LLC generates an e-mail welcome message announcing the activation of Customer's account (the "Services Commencement Date") and shall continue for the number of months stated in the Order Form (the "Initial Term"), which shall in no event be less than twelve (12) months. Upon the expiration of the Initial Term, this Agreement shall be automatically renewed for successive renewal terms of the same length as the Initial Term (each a "Renewal Term") unless either party provides the other party with notice of its intent not to renew at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term.

Premium Internet LLC may terminate this Agreement at any time and for any or no reason upon the provision of fifteen (15) days written notice to the Customer, in which case Premium Internet LLC shall provide the Customer with a pro rata refund of the applicable Annual Support Fee for the remainder of the months in the then-current term of the Agreement.

Premium Internet LLC reserves the right to amend any Support Services Matrix from time to time in its sole discretion by posting the amendment on the AnimalShelterNet Website, and any such amendment may include material changes in Premium Internet's support services to the Customer. Unless otherwise noted in an amendment, amendments shall automatically be deemed to take effect on the first day of the calendar month that occurs at least 30 days after the date that Premium Internet LLC first posted the amendment. In the event that Customer objects to any such amendment, Customer may terminate this Agreement by providing Premium Internet LLC with written notice thereof no later than the date that the amendment takes effect, in which case Premium Internet LLC shall provide the Customer with a pro rata refund of the applicable Annual Support Fee for the remainder of the months in the then-current term of the Agreement. The Customer agrees to check the AnimalShelterNet Website for amendments on a monthly basis.

In the event either party becomes liquidated, dissolved, bankrupt or insolvent, whether voluntarily or involuntarily, or shall take any action so declared, the other party shall have the right to terminate this Agreement immediately. Sections 8, 9, 10, 14, 15 and 18 shall survive termination of this Agreement.

6. Professional and Workmanlike Services.

Premium Internet LLC will use its good faith, commercially reasonable efforts to: (a) ensure that support services are conducted in a professional and workmanlike manner by qualified personnel; and (b) in accordance with the applicable Support Level purchased by Customer, attempt to diagnose any failure of the AnimalShelterNet Software Suite used by Customer to conform to written specifications and to advise the Customer of appropriate remedies.

Premium Internet LLC is not required to provide support services regarding the following unless otherwise agreed to in writing at the time of Order: (a) any software other than those components of the AnimalShelterNet

Software Suite designated in the Order Form; (b) incorporation of any component of the AnimalShelterNet Software Suite into other software products; (c) login-hours to the Customer's server above the maximum hours per month as specified in the applicable Support Services Matrix; (d) patches or modifications to the source code of the Premium Internet LLC Software Suite authored by anyone other than Premium Internet LLC; (e) installation, configuration, or malfunctions of any part of the Customer's computer or networking hardware equipment; or (f) installation, configuration, or malfunctions of any part of the Customer's operating system, including without limitation kernels, libraries, patches, 3rd party software and drivers.

Login hours above the maximum hours per month as specified in the Support Services Matrix may be obtained through Premium Internet LLC at the rate for Professional Services published on the AnimalShelterNet Web site.

7. Customer Responsibilities.

Except for Support Levels that include telephone support, Customer shall always supply support requests in written form, using the web-based support tracking system then in use on the AnimalShelterNet web site.

Customer shall provide to Premium Internet LLC all data that is relevant for resolving each support request, even if the request was made by telephone. Relevant data may include, but is not limited to, log files, database file dumps, descriptions of the hardware and software environment, examples of inputs, and expected and actual outputs. Replies to support requests that remain unanswered for 2 weeks will be considered closed.

To assist Premium Internet LLC in allocating resources appropriately, Customer shall advise Premium Internet LLC when support requests are critically urgent. However, classification of a support request as critically urgent will not entitle Customer to support at a level higher than the Support Package purchased by Customer.

Customer acknowledges that it is the sole responsibility of the Customer, at all times, including specifically during all service functions performed by Premium Internet LLC pursuant to this Agreement, to protect and maintain an up-to-date and restorable backup of any and all databases, files, utilities, software and other systems which Premium Internet LLC staff may directly access or in connection with which Premium Internet LLC staff may offer advice.

Customer represents and warrants to Premium Internet LLC that it: (a) is engaged in a lawful business enterprise; (b) can form legally binding contracts and is authorized to enter into this Agreement; (c) has a valid license to use those AnimalShelterNet Software Suite products designated in the Order Form; and (d) is in compliance with all applicable laws appropriate to its location of business and nature of work.

8. Non-Exclusive License to Use Corrections.

If, in the course of providing services under this Agreement, Premium Internet LLC creates and delivers to the Customer any software or software tools ("Corrections"), all copyright, patent and other intellectual property rights to such Corrections shall be retained by Premium Internet LLC, and Customer shall receive a non-exclusive, royalty-free license to use such Corrections in connection with and during the term of, but subject to, its licensed use of the applicable Premium Internet LLC Software Suite product. Premium Internet LLC reserves any and all rights not expressly granted herein.

9. Disclaimer of Warranties and Other Limitations.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN A VALID, SIGNED LICENSE AGREEMENT FROM PREMIUM INTERNET LLC TO CUSTOMER, PREMIUM INTERNET LLC DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ANIMALSHELTERNET SOFTWARE SUITE, CORRECTIONS AND THE SERVICES PROVIDED HEREUNDER, INCLUDING PROMISES, REPRESENTATIONS AND WARRANTIES AS TO CONDITION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY OF INFORMATION CONTENT OR SYSTEM INTEGRATION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, PREMIUM INTERNET LLC DOES NOT WARRANT THAT ITS ADVICE OR PROGRAMMING ON BEHALF OF THE CUSTOMER WILL BE ERROR FREE.

In no event shall the liability of Premium Internet LLC to the Customer for any claim whatsoever related to this Agreement exceed the total amount of all payments made under this Agreement by the Customer to Premium Internet LLC with respect to this Agreement in the then-current term.

Premium Internet LLC disclaims all liability whatsoever to the Customer or any other party for consequential, indirect, incidental, special or such other damages including but not limited to, any damage for lost profits, loss of data or loss of business, even if Premium Internet LLC has been advised of the possibility of such damages.

10. Confidential Information.

In connection with any information which is clearly marked as "Confidential" or identified to the receiving party as confidential, the receiving party agrees to use the same care which it takes for its own confidential information and that it will not intentionally disclose such confidential information to anyone other than the disclosing party during the term of this Agreement and for two years following its termination. The foregoing obligation shall not apply if the information shall have: (a) first become generally known and published through no fault of the receiving party; (b) been learned by the receiving party from a third party; (c) been already known to the receiving party; or (iv) been developed by or for the receiving party, independent of activities under this Agreement.

The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's confidential information. The disclosing party acknowledges the receiving party may currently, or in the future, be developing information internally, or receiving information from other parties, that is similar to the confidential information. Either party is free to use for any purpose the residuals resulting from access to or work with such confidential information, provided that such party shall maintain the confidentiality of the confidential information as provided herein. The term "residuals" means information in non-tangible form, which may be retained in memory by persons who have had access to the confidential information, including ideas, concepts, know-how or techniques contained in the confidential information. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals.

The Customer represents and warrants to Premium Internet LLC that it is permitted to disclose to Premium Internet LLC any information which it discloses to Premium Internet.

11. System Security.

If Premium Internet LLC is given access to the Customer's computer systems in connection with performance of support, Premium Internet LLC shall not intentionally violate any security measures employed by the Customer and made known to Premium Internet LLC in writing.

12. Disclosure of Customer Identity.

Premium Internet LLC will not intentionally disclose the identity of the Customer on its Web site, advertising, press releases, or other publicly released publicity without the Customer's prior consent.

13. Legal Relationship.

The parties enter this Agreement as, and shall remain, independent contractors with respect to one another. Nothing in this Agreement is designed to create, nor shall create between them, a partnership, joint venture, agency, or employment relationship.

14. Development Personnel.

Customer agrees that, without Premium Internet prior written consent, Customer will not, during the term of this Agreement and for a one year period after termination, employ or use the services of any person (whether as an officer, director, shareholder, partner, employee, agent, consultant or independent contractor) who was a Premium Internet LLC employee.

In the event Customer breaches this provision, Premium Internet LLC shall be entitled to liquidated damages as calculated herein to compensate Premium Internet LLC for locating, recruiting, hiring and training a replacement person. Premium Internet's liquidated damages shall be a sum equal to two times the gross annual compensation of the person Customer has wrongfully hired or engaged. Gross annual compensation means twelve times the wrongfully hired person's last full month's compensation from Premium Internet LLC including pro rata bonuses and benefits without set off for any sums due Premium Internet LLC. The parties agree and acknowledge that this amount is a reasonable, liquidated amount and not a penalty.

15. Notices.

Unless otherwise agreed to by the parties, any notice required or permitted to be given or delivered under this Agreement shall be delivered and addressed to Premium Internet LLC at the address set forth on the first page hereof, and to the Customer at the address indicated in the Order Form. Notice shall be deemed to have been received by any party, and shall be effective: (a) on the day given, if personally delivered or if sent by confirmed facsimile or electronic mail transmission, receipt verified, to a facsimile number or electronic mail address provided by the receiving party to the sending party for the purpose of receiving such notices; (b) on the third day after which such notice is deposited, if mailed by certified, first class, postage prepaid, return receipt requested mail, or by reputable, expedited overnight courier for delivery; Either party may change its address for notice purposes upon issuance of notice thereof in accordance with this Section.

16. Force Majeure.

Neither party will be liable to the other by reason of any failure in performance of this Agreement if the failure arises out of the unavailability of communications facilities or energy sources, acts of God, acts of the other party, acts of governmental authority, fires, strikes, delays in transportation, riots, terrorism, war, or any causes beyond the reasonable control of that party.

17. Interpretation.

The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation. If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.

18. Controlling Law and Arbitration.

This Agreement shall be interpreted and enforced in accordance with the laws of Illinois. The parties agree that no action by one party against the other may be brought in any court, in any jurisdiction, except according to the terms of this Section.

Any and all disputes between Premium Internet LLC and Customer shall be submitted for arbitration before one arbitrator selected according to and applying the commercial rules of the American Arbitration Association. In such a case, the parties agree to exclusive venue and jurisdiction in Jackson County, IL. Notwithstanding the foregoing, either party may bring a counterclaim in an action in the same jurisdiction in which the originating arbitration was filed, and either party may enforce any judgment rendered by such arbitrator in any court of competent jurisdiction. No termination or expiration of this Agreement shall affect the right to arbitrate disputes.

The parties have agreed to execute this Agreement in the English language. In the event of any dispute in connection with this Agreement, the English language version of the Agreement will control for all purposes. Any action brought under this Agreement shall be conducted in the English language.

19. Entire Agreement; Waiver.

This Agreement incorporates by reference the Order Form and all components of the applicable Support Services Matrix(s), (collectively, the 'Attachments'). This Agreement and the Attachments collectively contain the entire understanding of the parties with respect to the subject matter hereof, and supercedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement, including (without limitation) any pre-existing support agreement. All other documents, whether signed or unsigned, including purchase orders, shall not be given any effect which is inconsistent with this Agreement unless this provision is specifically referred to and waived by Premium Internet LLC in writing. In the event of any conflict between this Agreement and the Attachments, this Agreement shall govern.

20. Print this Agreement.

For record keeping purposes, we encourage the Customer to print this Agreement and all of its Attachments on the date that it submits the Order.

Version 2.02 Effective 2/4/2008