

ADSEA SERVICE LEVEL AGREEMENT

THIS AGREEMENT (the "Agreement") is hereby entered into between AdSea Corp., with offices at 776 Magnificent View Dr., P.O.Box 255, Jefferson, CO 80456 ("ADSEA") and client ("CLIENT") on the following terms and conditions:

1. General Undertaking.

(a) Setup Services. ADSEA is being hired to combine, develop, and host an assemblage of text, graphics, applications and content supplied by each party into a WebSite Application ("Application") under this Agreement, according to the Statement of Work submitted at <http://www.adsea.com/smile/forms/init.xhtml>. Content for the Application shall be delivered by each party in proper magnetic or other acceptable format. Any significant development of applications, databases or other components shall be described in the Statement of Work. CLIENT shall provide prompt feedback during development and testing.

(b) Operating Services. Once the Application is set up, tested and approved by both parties, ADSEA shall during the remaining Term operate the Application on ADSEA servers. ADSEA reserves the right in its sole discretion to reconfigure hardware, software and other system components and to arrange its location and method of operation as it deems necessary or helpful in meeting the requirements of this Agreement and the submitted Statement of Work. Reports showing Application usage levels and other administrative information shall be made available to CLIENT by ADSEA.

2. Prices & Payment.

(a) Generally: ADSEA will invoice CLIENT an agreed sum on a monthly basis. Invoices will be sent in electronic format via email. Payment is due within 10 days of invoice.

(b) Late Payments & Taxes: Services may be suspended or terminated in twenty-one (21) days if CLIENT fails to pay amount when due. Any late payment shall be subject to costs of collection, including reasonable legal fees.

3. Term of Agreement. This Agreement shall commence on date of first payment. Unless terminated earlier under Section 12 ("Termination"), this Agreement shall continue in full force for 12 months. After which, this Agreement shall continue until either party terminates by giving the other party at least twenty-one (21) days' advance written notice.

4. Proprietary Rights. Each party owns and, during the Term, hereby licenses for use as an integrated part of the Application, on a non-exclusive basis, all preexisting data, databases, graphics, templates, software programs and other material contributed by it to the development or operation of the Application. Upon termination, ADSEA shall delete the Application from the Host System and, subject to final payment, deliver all custom developed material to CLIENT on magnetic media. ADSEA will continue to own the dynoSite related components of the application. CLIENT shall own the portion of the Uniform Resource Locator (URL) unique to the Application and, for use on the Internet, of all trademarks or service marks associated with it.

5. Email. CLIENT shall not send unsolicited email (sometimes called "spam") and email will be used for lawful purposes only.

6. Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including, without limitation, technical information and development techniques, business and financial information, visitor lists and other information designated by a party as confidential or proprietary. Each party agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information except in performing its obligations under this Agreement. Each party shall use the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall it use less than due diligence and care. Neither party shall alter or remove from any Confidential Information of the other party any proprietary, copyright, trademark or trade secret legend.

7. Force Majeure. ADSEA is excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses and incompatible or defective equipment, software or services not supplied by ADSEA.

8. Regulation of Certain Content. ADSEA is a mere distributor and is relying on CLIENT to prescreen or editorially control the content of CLIENT's Application. ADSEA reserves the right to request the removal of information in the Application brought to its attention which it deems detrimental to the Host System or any person. CLIENT agrees not to include in the Application any material which violates or infringes the rights of any person or which a reasonable person would consider abusive, profane or offensive, which is defamatory or harassing, or which violates or encourages others to violate any applicable law.

9. Limitation of Liabilities. The following provisions are a material condition of this Agreement and reflect a fair allocation of risk:

(a) Remedies. CLIENT agrees that if ADSEA violates any warranty or other provision of this Agreement, and ADSEA determines

that repair or other corrective action is not economically or technically feasible, CLIENT's sole and exclusive remedy will be to obtain a refund of amounts paid by CLIENT to ADSEA for services rendered hereunder during the previous three (3) months.

(b) Liabilities. ADSEA IS NOT LIABLE FOR ANY AMOUNT EXCEEDING THE PRICE PAID BY CLIENT FOR SERVICES HEREUNDER DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO ANY CLAIM. IN NO EVENT SHALL ADSEA BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS FEES) EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.

10. Disk Overage and Overuse. CLIENT will be given 50GB of bandwidth and 20GB of disk space per month. Usage beyond this will be charged \$10/GB/month. ADSEA will be the sole arbiter as to what constitutes a violation of this provision.

11. Warranties. ADSEA warrants Application to be free of defects. Defects found and communicated by CLIENT will be fixed in a reasonable amount of time.

(a) Uptime Guarantee. ADSEA provides CLIENT with a 99% uptime guarantee so long as CLIENT is in good financial standing with ADSEA. With a 24/7 monitoring system, ADSEA endeavors to have the Application available for HTTP access by any party in the world 99% of the time. In the event that Application is not available for more than 99% of the time in a calendar month, ADSEA will credit the following month's service fee. Downtime is measured from time of notification by CLIENT to ADSEA until the time Application becomes available. Downtime does not include local client network or system problems. Credit will be given as a percentage of the monthly service fee follows:

Monthly Uptime Credit

90% to 99% 10%

89% or below 50%

12. Press Releases & Recognition. CLIENT agrees to identification of CLIENT (with its logo) as a user of dynoSite within ADSEA publicity material. CLIENT agrees to publicly acknowledge ADSEA at the bottom of every frame powered by dynoSite.

13. Termination. Either party may suspend or terminate this Agreement if the other party materially breaches any provision and fails within ten (10) days of written notice to correct such default or commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to correction. Termination shall have no effect on the parties' rights and obligations under Section 4 ("Proprietary Rights") or Section 9 ("Limitation of Liabilities").

14. Miscellaneous. This document and any attachments incorporated by reference constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.