

WEBSITEPULSE SERVICE AGREEMENT

This document, hereafter called the AGREEMENT, shall cover all of the WebSitePulse monitoring services and all related products, data and services, hereinafter collectively called the SERVICE, offered by WebSitePulse, hereinafter called PROVIDER. Any changes to this agreement that WebSitePulse may publish from time to time become part of this agreement without prior notice. This is a legal, nonexclusive agreement and contains the entire understanding between CUSTOMER and PROVIDER regarding the use of the SERVICE and shall become binding between the parties hereto upon successful registration by CUSTOMER for the SERVICE.

1. DESCRIPTION OF SERVICE - PROVIDER will remotely monitor servers, network components, websites, web applications and any other Internet devices for CUSTOMER and provide timely notifications if certain events occur during the monitoring process. Events and notification contacts are to be defined by CUSTOMER as part of the SERVICE account set up and maintenance. Log data and Reports are stored and maintained by PROVIDER for review and use by CUSTOMER.
2. CUSTOMER agrees that:
 - a) CUSTOMER owns, leases or otherwise is related to the websites, web applications, URL(s), IP address(s) or Internet devices monitored by the SERVICE or is authorized by the legal owner.
 - b) CUSTOMER is not a competitor of PROVIDER.
 - c) SERVICE shall only be used in accordance with any and all applicable laws and regulations.
 - d) If PROVIDER becomes aware of any breach of this AGREEMENT by CUSTOMER, PROVIDER may suspend or terminate access to the SERVICE without prior notice to CUSTOMER.
 - e) CUSTOMER shall defend, indemnify, and hold PROVIDER harmless against any losses, costs (including legal), liabilities and expenses relating to, or arising out of CUSTOMER'S use of the SERVICE, including any breach of the terms of this AGREEMENT.
 - f) CUSTOMER shall have sole responsibility for maintaining the accuracy of CUSTOMER'S contact and billing information, including, but not limited to, CUSTOMER'S email address(s) for correspondence and notification purposes, and CUSTOMER'S credit card number and expiration date. PROVIDER shall have no liability whatsoever for lost or misdirected email between CUSTOMER and PROVIDER. PROVIDER shall have no liability whatsoever for the consequences, if any, of SERVICE interruption(s) resulting from credit card decline or expiration.
3. SERVICE LEVEL AGREEMENT ("SLA") – If during one (1) month time period PROVIDER fails to monitor any of CUSTOMER'S websites, servers or other Internet devices for a period of one (1) hour, CUSTOMER will be credited an amount equal to 50% of 1 (one) month service for the particular monitored device. The CUSTOMER'S account must be active, the monitoring of device must be active and the monitoring interval must be set at no greater than 1 (one) hour in order to qualify for credit. CUSTOMER must submit a request for credit to PROVIDER in writing no later than 30 (thirty) days from the incident.
4. CUSTOMER SUPPORT PROVIDED BY WEBSITEPULSE - Support provided by PROVIDER to CUSTOMER for the SERVICE shall consist of reasonable telephone and email support 24/7/365 including any holidays. While PROVIDER will make any effort to respond to email inquiries within 1 (one) hour, PROVIDER shall have no liability whatsoever for lost or misdirected email between CUSTOMER and PROVIDER.
5. WARRANTY - PROVIDER warrants that during the term of this Agreement, PROVIDER shall perform the SERVICE in a diligent manner and in accordance with industry standards. Except as otherwise expressly provided in Section 3 with respect to PROVIDER "SLA", PROVIDER makes no other express warranties.

6. LIMITATION OF LIABILITY

a) While PROVIDER shall make every reasonable and prudent effort to provide a useful, functional, timely, accurate and valuable service, PROVIDER does not guarantee the accuracy, completeness, timing and usefulness of the information or alerts provided by the SERVICE. Under no circumstances shall PROVIDER be responsible for any loss or damage resulting from CUSTOMER'S reliance on information or alerts provided by the SERVICE, or transmitted to CUSTOMER.

b) PROVIDER shall have no liability to CUSTOMER whatsoever as a result of any technical, software or hardware failures of any kind or lost or unavailable network connections or incomplete, garbled, failed, or delayed computer transmissions or other technical difficulties or failures, whether caused by PROVIDER, CUSTOMER, visitors to PROVIDER'S Web sites, other participants in the SERVICE, or any other party, or by any of the equipment or programming associated with or utilized in the SERVICE, or by any technical or human error that may occur in the processing or operation of CUSTOMER'S account that may limit or interfere with CUSTOMER'S ability to use the SERVICE.

7. COMPENSATION FOR SERVICE - CUSTOMER agrees to pay for the SERVICE in accordance with PROVIDER'S price schedule and SERVICE plan(s) selected by CUSTOMER. For additional payment and billing details and "terms & conditions", please refer to our Billing Policy <<http://www.websitepulse.com/corporate/billing.statement.php>>.

8. TERMINATION OF SERVICE - CUSTOMER may cancel the SERVICE at any time. PROVIDER reserves the right to immediately suspend or terminate CUSTOMER'S account(s) for failure to make timely payment or if PROVIDER becomes aware of any breach of this AGREEMENT by CUSTOMER. Any outstanding balance becomes immediately due and payable upon termination of this AGREEMENT for any reason.

9. This Agreement is entered into at Volusia County, the State of Florida, USA. CUSTOMER agrees that the laws of the State of Florida, USA shall exclusively govern this AGREEMENT, and that Volusia County, Florida, USA shall be the exclusive venue for resolution of any dispute arising out of or relating to this AGREEMENT.

10. PROVIDER may, without prior notice to CUSTOMER, change this AGREEMENT by posting any such change(s) to PROVIDER'S Web site. Any such change(s) shall become effective and binding upon CUSTOMER at the time of posting. CUSTOMER shall have sole responsibility for monitoring changes to this AGREEMENT. If CUSTOMER does not agree to any such change(s), CUSTOMER'S sole recourse shall be to cancel CUSTOMER'S account.

11. FREE SERVICE - PROVIDER may offer accounts with free service. The FREE SERVICE offer may be withdrawn at any time without prior notice. CUSTOMER may apply for only one FREE SERVICE account. If the FREE SERVICE is used in an irresponsible and abusive way, service may be cancelled at any time without prior notice. CUSTOMER is responsible for maintaining the email addresses entered in the system active. If inactive or nonexistent email address is detected, FREE SERVICE account to which it corresponds may be cancelled without prior notice.

12. FREE TRIAL OF SERVICE - CUSTOMER may not apply for a FREE TRIAL, if in the past 180 days CUSTOMER has benefited from a FREE TRIAL of the SERVICE. If you are unsure, please contact us at 1-407-380-1600 or support@websitepulse.com. FREE TRIAL accounts are available immediately once activated by the CUSTOMER. FREE TRIAL accounts are still subject of PROVIDER's review. If a FREE TRIAL account is found to be used in an irresponsible and abusive way, it can be cancelled at any time without prior notice. The FREE TRIAL offer may be withdrawn at any time without prior notice. Only 1 (one) FREE TRIAL account per customer.

13. NON-DISCLOSURE

a) CUSTOMER will, through his use of the SERVICE and contacts with PROVIDER, become aware of trade secret information owned by PROVIDER including but not limited to the provision, delivery, and methods used for operation of the SERVICE. CUSTOMER agrees that all such information accessed through PROVIDER'S systems, and through interaction with PROVIDER'S sales and support representatives will be held in strict confidence and afforded all reasonable measures of security.

b) PROVIDER shall keep confidential all information supplied by CUSTOMER, including but not limited to credit card number(s) and log in details, and shall use such information only for the purposes for which such information was collected. PROVIDER will use the data provided in compliance with the privacy policy posted on this Web site.

<http://www.websitepulse.com/corporate/privacy.policy.php>

NOTE: The provisions of this section shall be applied permanently even after the expiration or termination of SERVICES.