



WEB HOSTING-SOFTWARE PURCHASE CONTRACT

THIS CONTRACT is between Trinity Realtime, Inc. (herein known as "Trinity Realtime") and the Customer for the purposes of a combination Web Hosting Service and Software Purchase.

WHEREAS the Customer desires to purchase one (1) License of *QuickBooks for Realtime* software through a twenty-four month Lease/Purchase Web Hosting service contract, and;

WHEREAS Trinity Realtime offers to sell one (1) License for its proprietary *QuickBooks for Realtime* software as part of a twenty-four (24) month web hosting service provision;

THE PARTIES hereto agree as follows:

I. General:

The Customer agrees to enter a twenty-four (24) month web-hosting service contract, beginning upon commencement of service, for which the Customer agrees to make twenty-four (24) equal monthly payments to receive full usage rights to one (1) License of Realtime for QuickBooks eCommerce software, including all subsequent program upgrades and patches as they become available, technical support for the software, and web-store hosting. At the end of the first twenty-four (24) months, Trinity Realtime will transfer to the Customer the ownership of the software License for Realtime for QuickBooks. To establish and commence service, the first two (2) month's payment shall be due upon execution of this Contract. Thereafter, each monthly payment will be due on the first day of the month. Customers paying by check or money order will receive an invoice for charges and payment is due upon receipt. Customers paying by credit card expressly agree to have their credit card account billed monthly for the recurring charges for the life of the contract including any automatic renewal periods. Initial payment is due with the signed contract, regardless of the status of domain name application or any other forces beyond the control of Trinity Realtime.

II. Taxes:

Trinity Realtime shall not be liable for any taxes or other fees or tariffs to be paid in accordance with or related to sales made from the Customer using Trinity Realtime's server. The Customer agrees to take full responsibility for all taxes and fees of any nature associated with such products sold by the Customer.

III. Material and Products:

The Customer will provide Trinity Realtime with material and data in a condition that is "server-ready", which is in a form requiring no additional manipulation on the part of Trinity Realtime. Trinity Realtime shall make no effort to validate this information for content, correctness, legality or usability. Use of Trinity Realtime's service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of the Customer's Web space by the Customer. The following examples are offered: Web Publishing: requires a basic knowledge of HTML, properly locating and linking documents, FTP transferring Web space contents, Graphics, text, Sound, image mapping, etc. CGI-Scripts: requires a knowledge of the Windows environment, ZIP commands, HTML, shell scripts, permissions, etc. Auto responders: a knowledge of auto responders, forwarding mail, use of mail by Customers to receive mail, etc. The Customer agrees that he or she has the necessary knowledge to create the Customer's Web space. The Customer agrees that it is not the responsibility of Trinity Realtime to provide this knowledge or Customer Support outside of the defined service of Trinity Realtime. Trinity Realtime will exercise no control whatsoever over the content of the information passing through the network. Trinity Realtime makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. Trinity Realtime also disclaims any warranty of merchantability or fitness for particular purpose and will not be responsible for any damages that may be suffered by the Customer, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Customer. Use of any information obtained by way of Trinity Realtime is at the Customer's own risk, and Trinity Realtime specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of a connection to and do not represent guarantees of available end-to-end bandwidth. Trinity Realtime expressly limits its damages to the Customer for any non-accessibility time or other down-time to the pro-rata monthly charge during the system unavailability. Trinity Realtime specifically denies any responsibilities for any damages arising as a consequence of such unavailability. In the event that this material is not "Server-ready", Trinity Realtime may, at its option and at any time, reject this material, including but not limited to after it has been put on Trinity Realtime's Server. Trinity Realtime agrees to notify the Customer immediately of its refusal of the material and afford the Customer the opportunity to amend or modify the material to satisfy the needs and/or requirements of Trinity Realtime. If the Customer fails to modify the material, as directed by Trinity Realtime, within a reasonable period of time, which shall be determined between the parties themselves, the Agreement shall be deemed to be terminated.

IV. Trademarks & Copyrights:

The Customer warrants that it has the right to use the applicable trademarks, if any.

V. Hardware, Equipment & Software:

The Customer is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access Trinity Realtime. Trinity Realtime makes no representations, warranties or assurances that the Customer's equipment will be compatible with the Trinity Realtime service.

VI. Age:

The Customer certifies that he or she is at least 18 years of age.

VII. Internet Etiquette:

The Customer may not use Trinity Realtime servers for the purpose of Mass Electronic Junkmail. The Customer may not use Trinity Realtime servers for excessive computation time inappropriate for Internet Web servers. The Customer may not install in her/his account any program which presents a security problem on that server. Trinity Realtime reserves the right to immediately cancel any service account which is causing a disruption of services for other customers. Electronic forums such as mail distribution lists and Usenet news groups all have expectations regarding subject area and appropriate etiquette for posting. Users of these forums should be considerate of the expectations and sensitivities of others on the network when posting material for electronic distribution. The network resources of Trinity Realtime may not be used to impersonate another person or misrepresent authorization to act on behalf of others or Trinity Realtime. All messages transmitted via Trinity Realtime should correctly identify the sender; users may not alter the attribution of origin in electronic mail messages or posting. Users must not attempt to undermine the security or integrity of computing systems or networks and must not attempt to gain unauthorized access. The Customer may not run any software, applications, or other processes on Trinity Realtime servers without the express written permission of Trinity Realtime.

VIII. Termination:

The term of this Agreement is Twenty-Four (24) months. If the Customer elects to terminate this Agreement prior to the scheduled termination date, the Customer will be liable for an immediate payment of fifty percent (50%) of the total balance of payments remaining on the term of the contract at the time of termination and complete surrender of all rights to any software provided by Trinity Realtime for customer use during the contract. Notice of early termination must be made by mail or electronic mail. Trinity Realtime will not accept terminations over the telephone or by email. Notwithstanding the above, Trinity Realtime may terminate service under this Agreement at any time, without penalty, if the Customer fails to comply with the terms of this Agreement. Trinity Realtime reserves the right to charge a reinstatement fee.

IX. Automatic Renewal:

Upon the scheduled expiration of the initial contract term, this Agreement shall be automatically renewed for twelve (12) months under the same terms and conditions and rate unless Trinity Realtime has received written notice of cancellation at least thirty (30) prior to the scheduled end of the original contract term.

X. Limited Liability:

The Customer expressly agrees that use of Trinity Realtime's Server is at the Customer's sole risk. Neither Trinity Realtime, nor its employees, affiliates, agents, third party information providers, merchants licensors or the like, warrant that Trinity Realtime's Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Trinity Realtime Server service, unless otherwise expressly stated in this Agreement. Under no circumstances, including negligence, shall Trinity Realtime, its officers, agents or anyone else involved in creating, producing or distributing Trinity Realtime's Server service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Trinity Realtime Server service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to Trinity Realtime's records, programs or services. The Customer hereby acknowledges that this paragraph shall apply to all content on Trinity Realtime's Server service.

Notwithstanding the above, the Customer's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which the Customer paid during the term of this Agreement and any reasonable attorney's fee and court costs.

XI. Lawful Purpose:

The Customer may only use Trinity Realtime's Server for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. This also includes links or any connection to such materials.

XII. Indemnification:

The Customer agrees that it shall defend, indemnify, save and hold Trinity Realtime harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against Trinity Realtime, its agents, its customers, servants officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Customer, its agents, employees or assigns. The Customer agrees to defend, indemnify and hold harmless Trinity Realtime against Liabilities arising out of (i) any injury to person or property caused by any products sold or otherwise distributed in connection with Trinity Realtime's Server; (ii) any material supplied by the Customer infringing or allegedly infringing on the proprietary rights of a third party; (iii) copyright infringement and (iv) any defective product which the Customer sold on the Trinity Realtime Server.

XIII. Contract Revisions:

Revisions to this Contract will be applicable to previous Contracts. Revisions will be considered agreed to by the Customer on renewal of Trinity Realtime. Services as specified in Section I. Financial Arrangements.

XIV Transfer:

The Customer may not transfer this agreement without the written consent of Trinity Realtime.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications to this Contract thereto are agreed to by both parties upon renewal of services.

CUSTOMER:

Print Company Name

Service Commencement Date: _____, 200__

Customer Signature

TRINITY REALTIME, INC.:

Stephen E. Kirby, President