

MASTER SERVICE AGREEMENT

This Services Agreement ("Agreement") between (i) you ("you", "your" or "Client") and (ii) Consulting Land, Inc. ("Consulting Land") sets forth the terms and conditions of your use of the services set forth herein (collectively, the "Services").

This Agreement explains our obligations to you, and your obligations to us in relation to the Service(s). When you or someone else you have permitted, uses, modifies or cancels the Service(s) on your behalf (even if we were not notified of such authorization), or requests or purchases additional services under your account, this Agreement covers any such service or actions.

You acknowledge that you have read, understood, and agree to be bound by all terms and conditions of this Agreement, as well as all other applicable Consulting Land Services Agreements, and any additional rules or policies or services agreements that are or may be established by Consulting Land from time to time.

1. Fees, Service Term, Renewals

As consideration for the Service(s), you agree to pay Consulting Land the applicable Service(s) fees set forth on our Web site at the time you request the Service from Consulting Land. All fees are due immediately and are non-refundable, except as otherwise expressly noted. We reserve the right NOT to accept payment by check or cash.

Any renewal of your Services with us is subject to our then-current terms and conditions, including, but not limited to, payment of all applicable Service fees at the time of renewal. Except with respect to Services to which you subscribe on a monthly basis, we will attempt to provide you a renewal reminder prior to the renewal of your Services at least fifteen (15) days in advance of the renewal date. Additional payment terms apply to certain Consulting Land Services, as set forth in this Agreement.

You agree to pay all value added, sales and other taxes (other than taxes based on Consulting Land's income) related to the Service(s) provided to you hereunder. All payments of fees for the Service(s) provided by Consulting Land shall be made in U.S. dollars. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of the maximum amount allowed by law.

In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) or other non-payment by you in connection with your payment of the applicable service or renewal fee, you acknowledge and agree that the Service for which such fee has not been paid may be suspended, canceled or terminated. We will reinstate any such Service solely at our discretion, and subject to our receipt of the applicable Service or renewal fee AND our then-current reinstatement fee.

ALL FEES ARE NON-REFUNDABLE, IN WHOLE OR IN PART, EVEN IF YOUR SERVICE IS SUSPENDED, CANCELLED OR TRANSFERRED PRIOR TO THE END OF THE THEN-CURRENT SERVICE TERM. Consulting Land reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion, without prior notice to you.

You acknowledge and agree that, to the extent necessary, it is your responsibility to: (1) provide all equipment, necessary for you to establish a connection to the Internet; and (2) provide for your own connection to the Internet and pay any service fees associated with such connection.

You acknowledge that you assume all risk and all consequences if you wait until close to or after the end of a Service term to attempt to renew such Service. If a Service is not successfully renewed prior to the expiration of its then-current term, all your rights to such Service will terminate, and we will have no obligation to allow you to renew a Service once its expiration date has passed. You acknowledge that post-expiration renewal or redemption processes implemented on your behalf are subject to our then-current fees.

2. Services Enrolled in Automatic Renewal

The automatic renewal service is provided as a courtesy and helps to prevent unwanted deletion of a Service. Consulting Land's automatic renewal system will attempt to renew your Service(s) for one-year or one-month terms, in accordance with your initial term of service (i.e., we will attempt to renew Service(s) ordered for one-month terms on a monthly basis, whereas we will attempt to renew Service(s) ordered for one-year terms for yearly renewal terms), using the credit card designated for such Service(s). The automatic renewal service is provided as a convenience for you but in no way guarantees a desired renewal. It is your obligation affirmatively to renew any desired Service. In addition, Consulting Land has no obligation to renew your Service(s) if the credit card designated for your Service(s) is not accepted according to Consulting Land's payment processing systems.

You also acknowledge and agree that if you do not want Consulting Land's automatic renewal service to apply to your Service(s), you must affirmatively choose not to participate in (i.e., opt out of) this automatic renewal service by contacting Consulting Land. For services that are billed monthly, to terminate automatic renewal, you need simply to cancel your Service(s). Your failure to affirmatively opt out of or terminate the automatic renewal service constitutes your authorization and consent for Consulting Land to attempt automatically to charge your credit card the then-current retail price for such renewal.

3. Your Obligations

Regardless of whether you are enrolled in any of our automatic renewal programs, you are solely responsible for the credit card and billing contact information you, your agents or Assignees provide to Consulting Land and you acknowledge and agree that you will promptly inform Consulting Land of any changes thereto (e.g., change of expiration date or account number).

You are solely responsible for ensuring the Services are renewed. CONSULTING LAND SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY IN CONNECTION WITH THE RENEWAL OR ANY ATTEMPT TO RENEW THE SERVICES AS DESCRIBED HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY FAILURE OR ERRORS IN RENEWING OR ATTEMPTING TO RENEW THE SERVICES. The foregoing limitation of liability is in addition to any other limitations of liability set forth in this Agreement.

4. Changes to this Agreement or to Additional Rules or Policies

You agree that Consulting Land may modify this Agreement, as well as any additional rules or policies that are or may be published by Consulting Land, or with any other agreements that Consulting Land is currently bound by or will be bound by in the future, or for any other reason in Consulting Land's sole discretion.

Except as otherwise provided in this Agreement, you agree that, during the term of this Agreement, we may: (1) revise the terms and conditions of this Agreement; and/or (2) change the Services provided under this Agreement, in whole or in part, at any time (including, without limitation, changing service providers or subcontractors for Services provided under Consulting Land's name). Any such revision or change will be binding and effective 30 days after posting of the revised Agreement or change to the Service(s) on our Web site, provided, however, that terms and conditions for new services shall be effective immediately upon posting on our Web site and will be applicable to you when you order such new Service(s). Your continued use of any Service(s) purchased through Consulting Land shall constitute your acceptance of this Agreement as well as additional rules or policies that are or may be published by Consulting Land, each with the new modifications. If you do not agree to any of such changes, you may request that your Service(s) be cancelled. You acknowledge and agree that such cancellation will be your exclusive remedy and our sole liability if you do not wish to abide by any changes to this Agreement or any additional rules or policies that are or may be published by Consulting Land from time to time.

No employee, contractor, agent or representative of Consulting Land or its subsidiaries is authorized to

alter or amend the terms and conditions of this Agreement except by means of a written document signed by you and an authorized officer of Consulting Land.

5. Information and Its Use

You hereby acknowledge and agree that, in connection with your use of certain of Consulting Land's services, you are required to provide certain information and to update promptly this information as needed to keep it current, complete and accurate.

In the event that (i) in applying for Service(s) you hereby represent and warrant that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (b) obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement.

You acknowledge and agree that willfully providing inaccurate or unreliable information or willfully failing to update information promptly will constitute a material breach of this Agreement that will be a sufficient basis for cancellation of your Service(s), in our sole discretion.

Without limiting your obligations under this Section of the Agreement, you agree that Consulting Land (itself or through its third party service providers) is authorized, but not obligated, to use certain address or billing correction services to update and/or to change any address or billing information associated with your account (including, without limitation, billing contact address, and credit card information), and you agree that Consulting Land may use such changed information for all purposes in connection with your account (including the sending of renewal notices or invoices or for automatic renewal charges).

6. Disclosure and Use of Information

You acknowledge and agree that, pursuant to Consulting Land's Privacy Policy, Consulting Land may make available information you provide or that we otherwise maintain, to such public or private third parties as applicable laws require or permit, including, but not limited to, making publicly available, or directly available, some or all of such information: (i) for inspection by law enforcement officials (including in the case of potential criminal activity); (ii) to respond to criminal and civil subpoenas and court orders that reasonably appear to be valid; (iii) in connection with the sale of all or certain of our assets; (iv) to enforce or apply the terms of this Agreement; and (v) to protect the rights, property, or safety of Consulting Land, our users, or others, whether during or after the term of your use of the Service.

You further acknowledge and agree that Consulting Land may make publicly available, or directly available to third parties, some, or all, of the information you provide, for purposes of inspection or for targeted marketing and other purposes as required or permitted by applicable laws.

You hereby consent to any and all such disclosures and use of, guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with any Services (including any updates to such information), whether during or after the term of your registration for Services. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of information provided by you by Consulting Land.

We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

Consulting Land will take reasonable precautions to protect the information it obtains from you from our loss, misuse, unauthorized access or disclosure or use, or alteration or destruction, of that information. Consulting Land will have no liability to you or any third party to the extent such reasonable precautions are taken.

7. System Performance Degradation

Consulting Land depends upon its own and third party, including computer systems to provide the Services. Occasionally, these computer systems are subjected to exceptional volumes of incoming data, service requests, and processes, electronic mail messages that result in significant degradation of system processing and response time. Consulting Land will attempt to selectively restore service after system performance returns to normal limits, provided that such restoration does not result in an adverse impact on the system.

Finally, you acknowledge and agree that if your server is involved in an attack on any computer system, either with or without your knowledge or complicity, your account will be shut down while the matter is investigated and resolved in Consulting Land's absolute discretion.

8. Limitation of Liability

YOU AGREE AND ACKNOWLEDGE THAT YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. YOU AGREE THAT Consulting Land WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (a) TERMINATION, SUSPENSION, LOSS, OR MODIFICATION OF YOUR SERVICE(S), (b) USE OF OR INABILITY TO USE THE SERVICE(S), (c) INTERRUPTION OF BUSINESS, (d) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR A SERVICE, (e) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, (f) EVENTS BEYOND CONSULTING LAND'S AND SUBCONTRACTOR'S REASONABLE CONTROL, (g) THE PROCESSING OF YOUR SERVICE APPLICATION, (h) APPLICATION OF ANY APPLICABLE LAW, REGULATION OR CONSULTING LAND POLICY (INCLUDING, WITHOUT LIMITATION, ANY RELEVANT DISPUTE POLICY, (i) DISBURSEMENT OR NON-DISBURSEMENT OF FUNDS BY PAYMENT PROCESSORS; (j) TRANSACTIONS CONDUCTED ON A USER WEB SITE, INCLUDING FRAUDULENT TRANSACTIONS; (k) LOSS INCURRED IN CONNECTION WITH YOUR SERVICE(S), INCLUDING IN CONNECTION WITH E-COMMERCE TRANSACTIONS; (l) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (m) STATEMENTS OR CONDUCT OF ANY THIRD PARTY USING YOUR SERVICE(S), OR (n) ANY OTHER MATTER RELATING TO YOUR USE OF THE SERVICE(S). CONSULTING LAND ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, GOODWILL, DATA, THE COST OF REPLACEMENT GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF CONSULTING LAND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONSULTING LAND'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICES, BUT IN NO EVENT GREATER THAN ONE HUNDRED DOLLARS (\$100.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9. Indemnification

You agree to defend, indemnify and hold harmless Consulting Land, its subsidiaries, affiliates, officers, directors, agents, partners, employees and attorneys for any loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out of or related to (i) your use of or connection to the Services, including, but not limited to, your application for, registration of, renewal of or failure to register or renew a particular Service registered in your name, (ii) your use of any Service; (iii) your Content; (iv) your breach or violation of any term, condition, representation or warranty of this Agreement; or (v) your violation of any rights of others.

You additionally agree to indemnify, defend and hold harmless the applicable directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of, or related to, your application for and

registration of, renewal of, or failure to register or renew, a particular Service. You agree that this indemnification obligation shall survive the termination or expiration of this Agreement.

10. Disclaimer of Warranties

THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS," AS AVAILABLE BASIS. CONSULTING LAND MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR SERVICE GUARANTEES, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. CONSULTING LAND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY: (i) THAT THE SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS, (ii) THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES, OR (iv) THAT ANY ERRORS IN THE SERVICES WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY CONSULTING LAND, ITS EMPLOYEES, LICENSEES OR THE LIKE WILL CREATE A WARRANTY OR GUARANTY.

11. Suspension, Cancellation, Transfer or Modification of Service(s)

You acknowledge and agree that Consulting Land may suspend, cancel, transfer or modify your use of the Services at any time, for any reason, in Consulting Land's sole discretion and without notice to you. You also acknowledge and agree that Consulting Land shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Services.

12. Governing Law

This Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of New York, as if the Agreement was a contract wholly entered into and wholly performed within the State of New York. Any action to enforce this Agreement or any matter relating to your use of the Consulting Land site shall be brought exclusively in the United States District Court for the Southern District of New York, or if there is no jurisdiction in such court, then in a state court in New York County.

13. Notices

Subject to the terms of this Agreement, you agree that, unless other instructions are posted on Consulting Land's Web site, any notices required to be given under this Agreement will be deemed to have been given if delivered by email or fax, or sent by certified mail, return receipt requested, or by Federal Express or other recognized overnight delivery service to each of the parties in accordance with the most current contact information you have provided to us. All notices shall be effective upon receipt, except that email and fax notices shall be effective upon transmission.

FOR PURPOSES OF GIVING NOTICE UNDER THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT CONTACT INFORMATION MAY ONLY BE UPDATED BY FOLLOWING THE INSTRUCTIONS POSTED ON CONSULTING LAND'S WEBSITE.

By providing such contact information to Consulting Land, you agree that Consulting Land may use the information you have provided to contact you via email, postal mail, telephone or fax in any format or manner. Consulting Land may, but shall have no obligation to, send a single notice by various means of delivery (i.e., fax, email, certified mail or express mail). In no event shall Consulting Land be liable to you for choosing to send notice to one address, or by one means of delivery, and not others.

14. Conflicts with other Agreements

In the event of any conflict between this Agreement and the terms and conditions governing your use of any service(s) provided by Consulting Land's third party service providers, the terms and conditions of this Agreement shall govern as it relates to any rights and remedies as between you and Consulting Land.

15. Entire Agreement; Section Headings

This Agreement as well as any additional Consulting Land rules and policies, together with all modifications thereto, constitute the entire agreement between you and Consulting Land concerning your use of the Services, and supercede and govern all prior proposals, agreements or other communications between you and Consulting Land. You also may be subject to additional terms and conditions that may apply when you use third party, affiliate or other Consulting Land Services, third-party content or third-party software. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICES OR THE AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

16. Force Majeure

Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this section shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, Consulting Land may immediately terminate this Agreement and shall have no liability therefore.

17. General

You agree and acknowledge that any acceptance of your application for the Services and the performance thereof will occur at our office in New York, New York, the location of our principal place of business.

Except as otherwise set forth herein, your rights under this Agreement are neither assignable nor transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option. You agree not to resell any of the Services without Consulting Land's prior express written consent.

Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. Except as expressly stated herein, this Agreement shall not be construed to create any obligation by Consulting Land to any non-party or Assignee to this Agreement.

The failure of Consulting Land to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Consulting Land of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. Consulting Land will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Consulting Land as reflected in the original provision.