



APPENDIX D to DIR CONTRACT NUMBER DIR-TSO-2587

WEBSITE HOSTING SERVICE LEVEL AGREEMENT

1. Identification of the Parties: This Appendix D to DIR Contract number DIR-TSO-2587 (Agreement) is made between _____ (the "Customer") and THE WILKINS GROUP, INC. ("WGI").

2. Purpose of Agreement: Customer desires to retain WGI to host Customer's Website. WGI is ready, willing and able to undertake the hosting of Customer's Website and agrees to do so under the terms and conditions set forth in DIR Contract number DIR-TSO-2587 and this Agreement. Accordingly, the parties agree as follows:

3. Customer shall pay WGI for hosting Customer's Website for up to _____ GB of disk space in accordance with Appendix C, Pricing Index of DIR Contract number DIR-TSO-2587.

The above-mentioned sum does not include any charges or payments for any modifications, changes, and revisions to Customer's Website, including the development of a new Website. WGI will meet with each Customer to gather requirements and will provide the Customer a Scope of Work that has been reviewed and is agreeable to each party prior to the commencement of any work.

4. Delays: Force Majeure shall be handled in accordance with Appendix A, Section 10.C of DIR Contract number DIR-TSO-2587.

5. Network Uptime/Guarantee: Network consists of: Internet connectivity and availability on network switch and hardware server. Common test of network connectivity is PING or TRACERT to IP's this does not apply to applications running on hardware (i.e.: Availability of PHP pages or other apps). WGI commits that the "network" will be available 99.5% of the time in a given month, excluding scheduled maintenance. Upon experiencing downtime, WGI will refund the Customer 3% of the monthly fee for each 2 hours of downtime (up to 100% of Customer's monthly fee). Network uptime includes functioning of all WGI network infrastructure including routers, switches and cabling, but does not include services or software running on Customer's server. Network downtime exists when a particular Customer is unable to transmit and receive data and Customer records such failure(s). Network downtime is measured from the time the trouble ticket is submitted by a Customer to the time the server is once again able to transmit and receive data.

6. Infrastructure Guarantee: WGI guarantees that the critical infrastructure systems, including power and HVAC, will be available 99.5% of the time in a given month, excluding scheduled maintenance. Upon experiencing downtime, WGI will refund the Customer 3% of the monthly fee for each 2 Hours of downtime (up to 100% of Customer's monthly fee). Critical infrastructure includes functioning of all power and HVAC infrastructure including UPSs, PDUs and cabling, but does not include the power supplies on servers. Infrastructure downtime exists when a particular server is shut down due to power or heat problems. Infrastructure downtime is measured from the time the Customer registers a support regarding server downtime to the time the problem is resolved and the server is powered back on.

7. Security: WGI hosts all its servers at one of the Top 5 Data Centers in the world. Our data centers are physically isolated from everyone but authorized personnel. Monitored closed circuit television and a 24x7x365 onsite security team guards the facility while military-grade pass card access and biometric fingerscan/handsan units provide further layers of security.

All our servers are setup behind state of the art Cisco Firewalls and further secured through server level security using Proxy servers and firewalls that ensure only authorized users are allowed to connect. 8. 24-hour Server Monitoring: Our servers are constantly monitored by special monitoring software. If a server goes down for some reason, our system automatically logs the same. An email/SMS alert is issued to look into the problem as soon as network becomes unresponsive. 24 hours -7 Days Network Operations Centre monitoring of your server and all lines leading to your server. This typically involves Pinging the network server from remote / or local clients and recording any downtime. In case of support outside or normal business hours, the Customer may call their dedicated account manager, Tomeka Herod, at 972-743-8848.

9. Server maintenance and backups: All our servers are proactively monitored and updated with the latest in security and features on a regular basis. Full back ups made weekly and backups of new/changed data made nightly onto a remote location as part of our disaster management process.

10. Conformity, Performance, and Compliance. Company represents and warrants that (1) all services and Deliverables shall be prepared in a workmanlike manner and with professional diligence and skill; (2) all services and Deliverables will function under standard HTML conventions; (3) all services and Deliverables will conform to the specifications and functions set forth in this Agreement; and (4) Company will perform all work called for by this Agreement in compliance with applicable laws. Company will repair any service or Deliverable that does not meet this warranty within a reasonable period of time if the defect affects the usability of Customer's Web Site, and otherwise will repair the defect within 24 hours, said repairs to be free of charge to Customer. This warranty shall extend for the life of this Agreement. This warranty does not cover links that change over time, pages that become obsolete over time, content that becomes outdated over time, or other changes that do not result from any error on the part of Company.

11. In case it is found that any of the instances below are happening through Customer domain, we reserve the right to immediately terminate your hosting without any notice.

- Not permitted on WGI's servers
- Pirated Software/Warez/Illegal MP3s.
- Porn or Adult Material, Or Links to them.
- IRC/Bots (BitchX, Eggdrop, BNC, Emech, etc.).
- Unsolicited Bulk Emailing from the server, or referencing a domain on the server.
- Denial of Service Attacks.



- Any attempt to exploit, undermine, overload or adversely affect the system or any users.

12. Ownership of the Website: Subject to payment of all undisputed compensation due under this Agreement, other associated Agreements, e.g. website development and all other terms and conditions herein, WGI hereby grants Customer full ownership of the Customer's website.

13. Limitation of WGI's Liability to Customer: Limitation of Liability shall be handled in accordance with Appendix A, Section 10.K of DIR Contract number DIR-TSO-2587. In no event shall WGI be liable to Customer for lost profits of Customer, or special or consequential damages, even if WGI has been advised of the possibility of such damages.

14. Term of Agreement: This Agreement commences on the date it is executed and shall continue until full performance by both parties, or until earlier terminated by one party under the terms of this Agreement.

15. Termination of Agreement: Termination shall be handled in accordance with Appendix A, Section 10.B of DIR Contract number DIR-TSO-2587.

If this Agreement is terminated for convenience by Customer all amounts owed to WGI for Services rendered under this Agreement shall immediately become due and payable and all rights and licenses granted by WGI to Customer under this Agreement shall immediately terminate.

If WGI terminates this Agreement because of Customer's default, all of the following shall apply:

- (a) Customer shall immediately cease use of the Website.
- (b) WGI may discontinue hosting the Website and disable its future use.
- (c) All amounts payable or accrued to WGI under this Agreement shall become immediately due and payable.
- (d) All rights and licenses granted to Customer under this Agreement shall immediately terminate.
- (e) WGI will provide Customer a quote to transfer the Customer's site to the new host, if needed, following WGI's migration processes.

In any event, WGI will return all Customer data in a mutually agreed format at no additional cost and shall not retain any copies.

16. Insolvency: If either party becomes insolvent, files a bankruptcy petition, becomes the subject of an involuntary bankruptcy petition, makes a general assignment for the benefit of creditors, has a receiver appointed for its assets, or ceases to conduct business, it shall be considered in default of this Agreement. If any of these events happen to a party, it shall immediately notify the other party.

17. Taxes: Taxes shall be handled in accordance with Appendix A, Section 7.E of DIR Contract number DIR-TSO-2587.

18. Assignment: Assignment shall be handled in accordance with Appendix A, Section 3.D of DIR Contract number DIR-TSO-2587.

19. General Provisions:

- (a) Complete Agreement: DIR Contract number DIR-TSO-2587 and this Agreement together with all exhibits, appendices or other attachments, which are incorporated herein by reference, are the sole and entire Agreements between the parties relating to the subject matter hereof. DIR Contract number DIR-TSO-2587 and this Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of DIR Contract number DIR-TSO-2587 and the main body of this Agreement and any attached exhibits, appendices or other materials, DIR Contract number DIR-TSO-2587 shall take precedence.
- (b) Modifications to Agreement: Modifications and amendments to this Agreement, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.
- (c) Waiver: No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Customer and WGI.
- (d) No Agency: Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.
- (e) Notices: Notices shall be handled in accordance with Appendix A, Section 11.A of DIR Contract number DIR-TSO-2587. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, or five days after being deposited in the United States mail, postage prepaid and addressed as follows, or to such other address as each party may designate in writing:

Customer:



WGI:

Tomeka Herod
1710 Firman Drive, #200
Richardson, TX 75081
972-479-1090, 972-479-1099 (f), tomeka@wilkins.com (email)

- (f) Applicable Law: This Agreement will be governed by the laws of the State of Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.
- (g) Severability: If any provision of this Agreement is held invalid, void or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this Agreement shall be enforceable in accordance with its terms.
- (h) Headings Not Controlling: The headings in this Agreement are for reference purposes only and shall not be construed as a part of this Agreement.

20. Signatures: Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

Customer:

The Wilkins Group, Inc.

By: _____
(signature)

By: _____
(signature)

(typed or printed name)

Tomeka Herod
(typed or printed name)

Title: _____

Title: _____

Date: _____

Date: _____