

## WEBSITE HOSTING AGREEMENT

BY ACQUIRING WEB HOSTING AND MAKING A PAYMENT, CUSTOMER ACKNOWLEDGES READING THIS AGREEMENT AND ENTERING INTO A LEGAL, BINDING CONTRACT WITH SAGE HEDGE INC. T/A TRUE MINT BLUEPRINTS

1. **True Mint Blueprints Services.** True Mint Blueprints agrees to provide the services described in the attached Detailed Description of Services (Appendix A).
2. **Terms of Service.** Customer agrees to abide by all applicable Terms of Service (<https://www.truemintblueprints.com/terms-service-privacy-policy/>). With reasonable prior notice to Customer, True Mint Blueprints reserves the right to change the Terms of Service from timetotime, in order to accommodate the needs of its customers, changing laws, and advancing technology.
3. **Payment.** Customer agrees to pay True Mint Blueprints the amounts specified in the attached Detailed Description of Services (Appendix A).
4. **Content Control.** Customer will be solely responsible for creating, managing, linking, editing, reviewing, deleting and otherwise controlling all text, pictures, sound, graphics, video and other data for Customer's Website and all usergenerated content which is provided on the Website (collectively the "Content"). True Mint Blueprints is a conduit only, and Customer has complete discretion of the Content, subject to the attached True Mint Blueprints Policies.
5. **Uploads and Backup.** Customer is solely responsible to upload the Content directly to the Website. Customer is solely responsible to maintain a complete and current copy of the Website at a location remote from True Mint Blueprints. True Mint Blueprints will make 1 daily backup available via CPanel.
6. **Ownership Rights and Licenses.** Customer is the owner of Customer's Domain Name (if applicable) and all of Customer's Content. True Mint Blueprints is the owner of True Mint Blueprints' s Domain Name. Customer grants to True Mint Blueprints, in conjunction with Customer's Website only, a nonexclusive, nontransferable royaltyfree, worldwide license to reproduce, distribute, publicly display, and digitally perform the Content and the tools and work product (such as the HTML, Java applets, CGI scripts, and ActiveX controls) for Customer's Website. Customer and True Mint Blueprints each grant to the other a nonexclusive, nontransferable, royaltyfree, worldwide license to use the other's Domain Names, trademarks, service marks, trade names, logos, or other commercial designation for purposes of creating content directories or indexes and for marketing and promoting the Website. The licensing rights granted in this paragraph will automatically terminate with the termination of True Mint Blueprints's service for Customer.
7. **Term.** For monthly services the term is monthly. For 1 Year Hosting Plan the term is for 1 year. For 2 Year Hosting Plan the term is for 2 years. For 3 Year Hosting Plan the term is for 3 years. This Agreement shall automatically renew for a similar term thereafter, until

terminated by either party. The customer does not require notice to cancel any account however there are no refunds or returns for services acquired and paid for on a term deal. Customer can remove and leave at any time however no refund will be applicable. Please consider this before committing to your Hosting Plan.

8. **Termination for Cause**. Customer and True Mint Blueprints shall each have the right to terminate this Agreement in the event of any material breach of this Agreement, or breach of the True Mint Blueprints Policies. Prior notice and right to cure may or may not be given, depending on the severity of the violation. For example, if Customer violates a law, no prior notice or right to cure will be required.
9. **Referrals Following Termination**. If Customer is required to move its Domain Name following any termination of this Agreement, True Mint Blueprints will, for a period of 30 days, maintain the Website's URL. At such URL, True Mint Blueprints will provide one Web Page (including a hypertext link) that Customer may use to direct its users to its new Website or other URL of Customer's choosing. However, True Mint Blueprints will have no obligation to provide such referral if True Mint Blueprints reasonably believes Customer was engaged in illegal activities on the Website.

10. **True Mint Blueprints Warranties.** True Mint Blueprints represents that it will provide the quality and quantity of services specified in the Detailed Description of Services (Appendix A).
11. **Customer Warranties.** Customer represents that it will not post, upload, display, or otherwise distribute on the Website any Content that: (a) infringes on any copyright or patent rights of any third party; (b) violates any law or regulation, including without limitation the laws and regulations governing export control; (c) is defamatory or trade libelous; (d) is pornographic or obscene; (e) contains viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming defects which are intended to damage a user's system or data; or (f) violates the True Mint Blueprints Policies.
12. **Disclaimer of Warranties.** EXCEPT AS SET FORTH HEREIN, True Mint Blueprints AND CUSTOMER EACH EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
13. **Indemnification.** Customer and True Mint Blueprints each agree to indemnify, defend and hold harmless the other from and against any third party claim, action, suit, or proceeding arising out of the inaccuracy of any respective representation stated in paragraphs 11 and 12 above. Such indemnity shall apply to all losses, damages, liabilities, and reasonable attorney's fees and costs incurred by the party receiving the benefit of this paragraph.
14. **Limitations on Liability.** Except for each party's respective indemnity obligations in section 13, in no event shall either party be liable for any special, incidental or consequential damages, or for interrupted communications, lost data or lost profits, arising out of or in connection with this Agreement.
15. **Miscellaneous Provisions.**
  - a. This Agreement will be governed by California law without giving effect to principles of conflict of laws. Both parties agree to submit to jurisdiction in California, and that any action brought regarding the enforcement or interpretation of this Agreement shall be filed in San Diego County, California. The prevailing party in any action will be entitled to reasonable attorney's fees and costs.
  - b. If any provision of this Agreement is held to be unenforceable for any reason, the remaining provisions shall remain in full force and effect.
  - c. The waiver of any breach of this Agreement will not operate as a waiver of any other or subsequent breach.
  - d. This Agreement, including Appendix A and B, constitutes the entire understanding and agreement between True Mint Blueprints and Customer. This Agreement may only be amended in writing acknowledged by both parties.
  - e. The parties to this Agreement are independent contractors, and no agency, partnership, joint venture, or employer-employee relationship is intended or created. Neither party shall have the power to obligate or bind the other.
  - f. Any notices required or permitted hereunder may be given by electronic mail or

fax if receipt is confirmed by the recipient, or if the notice is also sent by first class mail. Notice will be deemed given on the date the electronic mail is sent.

Customer agrees to be bound by this Website Hosting Agreement with True Mint Blueprints by acquiring True Mint Blueprints hosting services and making a payment.

True Mint Blueprints reserves the right to reject this Agreement by notifying Customer by email within 96 hours of receipt of this Agreement. Customer will receive a 100% refund if the Agreement is rejected.

## DETAILED DESCRIPTION OF SERVICES

(Web Hosting)

Appendix A

### Limitations & Definitions

**Unmetered** – We offer all our accounts unmetered and place limits on inodes . We don't watch your traffic or your files, we dont look at what you are hosting, and files are yours to remain private. We do however place a soft limit on the amount of disk space used. This limit is not necessarily a cap. If you go over you may not have to pay extra. We do retain the right to place temporary limits on all our accounts as a matter of security, safety and fairness to all our customers and clients. We do this as a means to protect peoples service from unwarranted use of our servers from people abusing the unmetered luxury. We won't stop your service or immediately charge you more if you go over the allocated unmetered disk space. For instance we do not allow large backup files to be kept on server beyond the daily backups we provide. We have certain restrictions on ecommerce sites depending on the scale and scope. We are also not offering streaming server services. Bandwidth will always be unlimited. Ultimately we need to ensure we protect our clients and customers from unwarranted use of our servers that may hinder the speed and performance. We do not have hard fixed amounts that we place on your account they act more like alerts so we can check the reason for higher disk usage.

### Web Hosting Plans

True Mint Blueprints offers the following plans. In a matter of discrepancy these plans will be the plans deemed accurate and current.

#### Client Plan

**Disk Space** unmetered\*  
**Bandwidth** unlimited  
**Databases** 25  
**Email Accounts** unlimited  
**Sub domains** unlimited  
**Parked domains** unlimited  
**Addon domains** 10  
**Max inodes** 100000  
**SSL/https** Included – free  
**Setup** Included – free  
**CPanel** Upon Request  
**FTP** Yes – unlimited  
**Cloudflare** Included – free

#### Bronze Plan

**Disk Space** unmetered\*

Bandwidth unlimited  
Databases 25  
Email Accounts unlimited  
Sub domains unlimited  
Parked domains unlimited  
Addon domains 10  
Max inodes 100000  
SSL/https Included – free  
Setup Included – free  
CPanel Yes  
FTP Yes – unlimited  
Cloudflare Included – free

#### Silver Hosting

Disk Space unmetered\*  
Bandwidth unlimited  
Databases 50  
Email Accounts unlimited  
Sub domains unlimited  
Parked domains unlimited  
Addon domains 20  
Max inodes 200000  
SSL/https Included – free  
Setup Included – free  
CPanel Yes  
FTP Yes – unlimited  
Cloudflare Included – free

#### Gold Hosting

Disk Space unmetered\*  
Bandwidth unlimited  
Databases unlimited  
Email Accounts unlimited  
Sub domains unlimited  
Parked domains unlimited  
Addon domains unlimited  
Max inodes 300000  
SSL/https Included – free  
Setup Included – free  
CPanel Yes  
FTP Yes – unlimited  
Cloudflare Included – free

#### Platinum Hosting

Disk Space unmetered\*  
Bandwidth unlimited  
Databases unlimited  
Email Accounts unlimited  
Sub domains unlimited  
Parked domains unlimited  
Addon domains unlimited  
Max inodes unlimited  
SSL/https Included – free  
Setup Included – free  
CPanel Yes  
FTP Yes – unlimited  
Cloudflare Included – free

## Servers

Total processors: 32  
Intel(R) Xeon(R) CPU E5-2670 0 @ 2.60GHz  
Speed - 2600.000 MHz  
Cache - 20480 KB  
RAM (per account) - 1 GB