IIMIInc :: Domain Lease Agreement

This agreement regarding a service, domain name, website hosting, website development, internet marketing, sales order, proposal, lease or purchase agreement (the "Agreement") is made as of the time you click the box marked "Place Order" or "I Accept" during the checkout process (the "Effective Date") and is by and between Steven Hicks, a d/b/a name of ("IIMIInc"), and the Client, the party making such click or selection ("You").

The Agreement

NOW THEREFORE, in consideration of the mutual covenants, and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties to this Agreement (each a "Party," and together the "Parties") agrees as follows:

1. Rental: Domain, Payments, and Term

By clicking the box marked "Place Order" or "I Accept" You are agreeing to enter into this Agreement and to be bound by all terms and conditions specified herein. You agree that You are paying for use of the domain name specified at the checkout page (the "Domain" or "Domain Name"). The payment period shall be as selected and specified during the checkout process ("Payment Duration"). The monthly payment amount is also as selected and specified during the checkout process. The first monthly payment shall be due on the Effective Date and shall be due every month thereafter on the agreed upon date of each month during the Term. By further and separate agreement with You, and at an additional cost, IIMIInc may provide a website that can be found at the address of the Domain Name (along with related software and documentation) and this page shall be included within the definition of "Domain" and also subject to this Agreement and a separate agreement. If You fail to pay any scheduled payment when due then all rights held by You under this Agreement shall immediately terminate. In the event of such termination, You agree You no longer have the right of use of the Domain, and the Domain may immediately be sold, reassigned, transferred, encumbered, or re-leased to another party at IIMIInc's sole discretion without further obligation to You.

2. Ownership

Until the domain is purchased by you, you agree that the Domain is not owned by you. You shall keep the Domain free and clear of all liens and encumbrances. You shall not assign the Domain or this Agreement or any of its rights or obligations hereunder or sublease the Domain.

3. Operations

You shall immediately notify IIMIInc of all details concerning any damage or loss arising out of the functioning or operation of the Domain. You shall not use and/or permit the Domain to be used for any unlawful purpose or for which the domain is not suitable or reasonably intended. Furthermore, in the use of the Domain, You shall comply with all governmental laws, regulations and requirements including, but not limited to: (i) The CAN-SPAM Act of 2003, as amended, and any and all Federal Trade Commission enabling regulations; (ii) The Children's Online Privacy Protection Act: (iii) all federal and state statutes and governmental regulations pertaining to privacy, deceptive marketing, data protection and credit; (iv) all government mandated insurance requirements, if any, with respect to the use,

maintenance and operation of the Domain. You shall provide IIMIInc any additional information IIMIInc deems necessary or convenient to ensure compliance with all applicable laws. You understand and agree that if at any time it is discovered that You have violated any applicable law or regulation, or it is otherwise required by applicable laws or regulations, IIMIInc may undertake appropriate actions to ensure compliance with such laws or regulations. You understand that IIMIInc may release confidential information about You to proper authorities if IIMIInc, in its sole discretion, determines that it is in the best interests of IIMIInc in light of relevant rules and regulations under applicable laws to do so. You agree you shall not (i) make any trademark filing in any jurisdiction incorporating or reflecting the same or similar word, or combination of words, as the Domain, nor (ii) utilize the Domain in any manner so as to violate the trademark interests of any third party or IIMIInc. In the event any trademark violation is alleged due to your use of the Domain, you agree you shall be solely and exclusively responsible for the costs of defending against such alleged violation in addition to any damages which may be ultimately awarded.

4. Default or Breach

You shall be in default hereunder, and there shall be a breach of this Agreement, if: a) You fail to pay any monthly payment after the agreed upon date and the amount becomes due, b) You attempt to remove, sell, transfer, encumber, sublet or part with possession of the Domain, or c) You fail to observe or perform any of the other obligations required to be observed or performed by You hereunder ("Default"). In the event of Default, IIMIInc shall repossess the Domain and have no further obligation to You, provided however, You shall be bound by all the terms and conditions of this Agreement as may be set forth herein.

5. Miscellaneous

Any term of this Agreement may be amended or waived only with the written consent of You and IIMIInc together. This Agreement constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Arizona, Maricopa County. This Agreement binds and benefits the parties' respective successors, permitted assigns, heirs, executors, administrators, and legal representatives. In any dispute between the parties, the prevailing party will be entitled to collect attorneys' fees and costs from the non-prevailing party.

6. Confidentiality

Neither party shall disclose to any person or entity, directly or indirectly, without the prior written approval of the other, any confidential information relating to the other party obtained by virtue of this Agreement, except on a confidential basis to its business, legal and financial advisors or as required to be disclosed under applicable law or by legal process. "Confidential Information" shall include, but not be limited to software, technical processes and formulas, source or object code, product designs, sales cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, marketing data, and the terms of this Agreement. Confidential information does not include any information that is, (i) generally known or available to the public through no act of the receiving party, (ii) already known to the receiving party at the time of receiving the confidential information, (iii) independently developed by the receiving party; or (iv) furnished to the receiving party by a third party with the right to do so.

7. Billing and Payment

7.1. Billing and Payment Terms

Client will be billed on a monthly basis for the domain name unless otherwise indicated on the service order form, and payment of such fees will be due on the same day (Paid Upon Request) of the date of each invoice, unless otherwise stated.

7.2. Late Payment

Client's failure to pay any fees when due shall be considered a material breach of this Agreement, and IIMIInc may do any or all of the following: (i) assess late charges of the greater of three and one-half (3.5%) per month or the maximum allowable under applicable law, (ii) suspend performance of the services, and terminate the Agreement without penalty; or (iii) require future payments hereunder to be made in advance of Services being rendered by IIMIInc.

Any suspension or termination of services will not relieve client from paying past due fees plus late charges and in event of collection enforcement, client shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs, and collection agency fees.

7.3. Taxes

Client shall pay or reimburse IIMIInc for all sales, use, transfer, privilege, excise, and all other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the performance by IIMIInc under this Agreement; excluding, however, income taxes on profits which may be levied against IIMIInc.

8. Warranties

8.1. Client

Client represents and warrants that: (a) Client has the power and authority to enter into and fully perform its obligations under this Agreement and to grant the rights granted in this Agreement; (b) The content, material, messages and data transmitted or made available through the services (including Client Content) do not and shall not contain any material that is inaccurate or that violates any applicable law, rule or regulation (including, without limitation, export laws) or that infringes upon any common law or statutory right of any person or entity, including, without limitation, any proprietary, contract, moral, privacy or publicity right, copyright, patent, trademark, trade secret, or any other third party right, and that Client owns the Client Content or otherwise has the right to place the Client Content on the website; (c) The content, material, messages and data transmitted or made available through the services (including Client Content) do not and shall not contain any material that, in IIMIInc's good faith judgment, is obscene, threatening, malicious, defamatory, libelous, slanderous, pornographic or which otherwise could expose IIMIInc to civil or criminal liability; (d) Client has obtained any authorization(s) necessary for hypertext links from the domain to other third party Web sites; and (e) Client will not use the services to send unsolicited commercial e-mail, or engage in any other offensive or harassing conduct, or conduct that unreasonably interferes with IIMIInc's ability to manage its network facilities or provide similar services to other customers. In addition to any other remedy set forth in this Agreement, IIMIInc reserves the right to immediately remove from the Domain or website

any material which violates any of the above warranties and/or to immediately suspend or disable any services necessary to remedy any violation or potential violation of the above warranties.

8.2. IIMIInc

IIMIInc represents and warrants that (a) IIMIInc has the legal right and authority to lease the Domain Name; (b) the IIMIInc equipment does not infringe upon any copyright, patent, trademark, trade secret, or any other intellectual property right of any third party.

8.3. No Other Warranty

OTHER THAN THE EXPRESS WARRANTIES CONTAINED IN SECTION 7.2, ANY EQUIPMENT PROVIDED (INCLUDING, WITHOUT LIMITATION, THE IIMIINC EQUIPMENT) AND ALL SERVICES PERFORMED PURSUANT TO THIS AGREEMENT ARE PROVIDED AND PERFORMED ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE SERVICES IS AT ITS OWN RISK. IIMIINC DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IIMIINC SPECIFICALLY DOES NOT WARRANT THAT THE SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

9. Limitation of Liability; Damages

IIMIINC'S SOLE LIABILITY TO CLIENT FOR ANY LOSS, LIABILITY OR DAMAGE, INCLUDING ATTORNEY'S FEES, FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY EXHIBIT OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO CLIENT'S ACTUAL DIRECT OUT-OF-POCKET EXPENSES WHICH ARE REASONABLY INCURRED BY CLIENT AND SHALL NOT EXCEED THE AMOUNT OF THE FEES ACTUALLY PAID TO IIMIINC BY CLIENT UNDER THIS AGREEMENT DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED. IN NO EVENT SHALL IIMIINC BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR LOST PROFITS, LOST DATA, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM.

10. Indemnification

Each party (the "Indemnifying Party") agrees to indemnify, defend and forever hold harmless the other, and any of its parent and affiliated companies, and the present and former officers, members, shareholders, directors, employees, representatives, attorneys, insurers and agents of any of these, and their successors, heirs and assigns (each, an "Indemnified Party") from and against any and all losses liabilities, claims, costs, damages and expenses (including reasonable attorneys' fees, disbursements and administrative or court costs) that (i) arise directly or indirectly out of any breach or alleged breach of its representations and warranties under this Agreement, or (ii) are the result of its willful misconduct.

The indemnified party shall promptly provide the indemnifying party with written notice of any claim which it believes falls within the scope of this paragraph and shall cooperate with indemnifying party in the investigation and defense of the same. The indemnified party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying party shall control such defense and all negotiations relative to the settlement of any such claim and that any settlement intended to bind the

indemnified party shall not be final without the indemnified party's written consent, which shall not be unreasonably withheld.

11. Force Majeure

Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's reasonable control.

12. Term; Termination and Renewal

This Agreement shall be effective as of the effective date and shall remain in effect for one (1) year from the installation date (the "Initial Term"), or as described on the service order form unless earlier terminated as otherwise provided in this Agreement. This Agreement shall be automatically renewed for additional one (1) year terms (each, a "Renewal Term") unless a party provides the other party with a written notice of termination at least thirty (30) days prior to the expiration of the initial term or the then-current renewal term.

Either party may terminate this Agreement if a bankruptcy proceeding is instituted against the other party which is not dismissed within ninety (90) days, or results in an adjudication of bankruptcy, or the other party materially breaches any of its representations, warranties or obligations under this Agreement, and such breach is not cured within fourteen (14) days of receipt of notice specifying the breach.

Upon any termination of this Agreement, Client shall pay all unpaid and outstanding fees through the effective date of termination of this Agreement, provided that, if Client terminates the Agreement in a manner other than that which is described in this paragraph, Client shall also pay to IIMIInc an amount equal to all unpaid charges for the remainder of the then current initial or renewal term of this Agreement.

The obligations of the parties under this Agreement that by their nature would continue beyond expiration, termination or cancellation of this Agreement including, without limitation, Articles 6, 7, 8, 9, 12 and 13, shall survive any such expiration, termination or cancellation.

13. Amendment

IIMIInc may modify this Agreement at any time in its sole discretion. Any modification is effective immediately upon either transmission by e-mail to the Client, by postal mail, or by posting on the IIMIInc website at this URL: https://IIMIInc.com/support/terms-andconditions/. If any modification to this Agreement is unacceptable to the Client, they may immediately terminate the Agreement. IIMIInc will invoice Client for pro-rated services as of that date.

14. Notice

Any notice provided pursuant to this Agreement shall be in writing and shall be deemed given (i) if by hand or overnight delivery, upon receipt thereof, (ii) if by mail, two (2) days after a properly addressed piece is deposited in the United States mails, postage prepaid, certified mail, return receipt requested, or (iii) if by facsimile transmission, upon electronic confirmation thereof, (iv) if by e-mail, to the last known e-mail address. All notices shall be addressed as provided below after the signatures of the parties, or such other address as either party may in the future, consistent with this Section, specify in writing to the other.

15. Miscellaneous

This Agreement, along with any Domain Name, Website Development, Hosting Proposal, or any Ongoing Consulting Agreement referencing this Agreement shall constitute the entire Agreement between Client and IIMIInc with respect to the subject matter hereof and there are no expectations, representations, understandings or agreements that are not fully expressed in this Agreement.

In the event of a conflict between the terms of any Exhibit and this Agreement, unless expressly stated otherwise in the Exhibit, this Agreement shall control.

IIMIInc may use the name of and identify Client as a client of IIMIInc in advertising, publicity, or similar materials distributed or displayed to prospective clients.

IIMIInc and its personnel, in performance of this Agreement, are acting as independent contractors and not employees or agents of Client.

No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which such amendment, change, waiver, or discharge is sought to be enforced.

This Agreement shall be governed by the laws of the State of Arizona without regard to its conflict of provisions and the exclusive venue for disputes arising out of or related to this Agreement shall be the appropriate state or federal court located in the County of Maricopa, Arizona.

Client shall not assign, without the prior written consent of IIMIInc, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part.

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

Signatures on a copy of this Agreement or other documents provided pursuant to this Agreement transmitted by digital confirmation, e-mail, facsimile machine or any other means shall be binding on the parties and of the same legal effect as original signatures.

Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

In WITNESS WHEREOF, by accepting IIMIInc's Sales Order, Proposal or Quotation, this document is hereby included by reference as being part of that Sales Order, Proposal or Quotation

IIMIInc

_____
Authorized Signature

Steven Hicks – Owner

_____

Print Name and Title

Client

_____

Authorized Signature

_____

Print Name and Title

Additional Terms

Not For Sale: Lessor shall not actively, passively or actually market or entertain or negotiate solicitations for the sale of domain name during the term of lease, so long as all payments are current.

Exclusive Use: Lessee shall have exclusive right to use the domain name during the term of lease, so long as all payments are current.