

BIZZUKA105 Chapel Drive
Lafayette, LA 70506**Invoice**

DATE	INVOICE #
1/1/2013	33584
TERMS	DUE DATE
Net 10 days	1/11/2013

BILL TON. O. Aviation Board -
Finance & Administration
P O Box 20007
Louis Armstrong NO Int'l Airport
New Orleans, LA 70141

Description	Qty	Unit	Rate	Amount
Annual Licensing & Hosting fee -- for services to be rendered beginning invoice date P O #8910372261 <i>Rec'd Bizzuka</i> <i>PO# 8910372261-106007</i> <i>5/8/13</i>	12	Month(s)	150.00	1,800.00
To pay on-line through the Intuit Payment Network, go to https://ipn.intuit.com .				

Thank you for your business! Please make checks payable to Bizzuka, Inc.

Pay online at: <https://ipn.intuit.com/xdncr4tp>**PAYMENTS/CREDITS APPLIED**

\$0.00

BALANCE DUE

\$1,800.00

Bizzuka, Inc

Phone # 337-216-4423

accounting@bizzuka.com



CITY OF NEW ORLEANS

Michelle L. LaBrecque, Mayor

NIGP Code Browse | My Account | Customer Service | About

May 6, 2013 1:24:23 PM CDT



Home	Items	Documents
Vendors		

Quick
Buy

Find It

Mary Riddle

Open Market Purchase Order 8910372261 - 106007

Status: 3PS - Sent



General Items Vendor Address Accounting Routing Attachments(2) Notes(1) Change Orders Reminders Summary

Header Information

Purchase Order Number:	8910372261	Release Number:	0	Short Description:	licensing fee airport website (318)
Status:	3PS - Sent	Purchaser:	Burma Jackson	Receipt Method:	Quantity
Fiscal Year:	2013	PO Type:	Open Market	Minor Status:	
Organization:	City of New Orleans	Location:	ABFAP - FINANCE & ADMINISTRATION PURCHASING	Type Code:	
Department:	8910 - N.O. AVIATION BOARD - FINANCE & ADMINISTRATION	Entered Date:	05/06/2013 10:44:13 AM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	0	Promised Date:		Print Dest Detail:	If Different
Required By Date:	05/06/2013	Tax Rate:		Actual Cost:	\$1,800.00
Pcard Enabled:	No	Bill-to Address:	NOAB Purchasing Services P.O. BOX 20007 Louis Armstrong New Orleans International Airport New Orleans, LA 70141 US Email: na@flymsy.com Phone: (504)555-5555		
Contact Instructions:					
Print Format:	Default Print Format				
Ship-to Address:	William Dannel N.O. AVIATION BOARD AUTOMATED SYSTEMS Louis Armstrong New Orleans International Airport 101 Fire House Road KENNER, LA 70063 US Email: williamd@flymsy.com Phone: (504)464-2653				

05-07-13A08:04 RCVD

Attachments: 2009 TAX CLEARANCE FORM v3.doc, fees airport website Bizzuka 2013 payments.pdf

Notes: request po number license fees airport website Jan 1, 2013 thur Dec 31, 2013 unique & non-competitive approve Ifthikhar Ahmad (Raymond Moran sent document to CAO department without having a requisition number assigned to it on April 10, 2013) document received April 24, 2013 requisition number was assigned. CAO approval needed

Primary Vendor Information & PO Terms

Vendor: 00020497 - Bizzuka, Inc**Preferred Delivery Method:** Email**Remit-to Address:** Babette Lastrapes
105 Chapel Drive
Lafayette, LA 70506
US**Payment Terms:****Shipping Method:**

Email: accounting@bizzuka.com
 Phone: (337)216-4423
 FAX: (337)408-3384

**Shipping
Terms:**

**Freight
Terms:**

PO Mailing Address:

Babette Lastrapes
 105 Chapel Drive
 Lafayette, LA 70506
 US
 Email: accounting@bizzuka.com
 Phone: (337)216-4423
 FAX: (337)408-3384

PO

Acknowledgements:

Document

Notifications

Acknowledged Date/Time

Purchase Order

Emailed to accounting@bizzuka.com at 05/06/2013 10:49:08 AM

05/06/2013 12:09:41 PM

Receipt Information

[Create Receipt](#)

No receipts found for this purchase order.

Invoice Information

There are no invoices.

Item Information

Print Sequence # 1.0, Item # 1: request po number license fees airport website Jan 1, 2013 thur Dec 31, 2013 unique & non-competitive approve Iftikhar Ahmad CAO approval needed 3PS - Sent

NIGP Code: 956-35
 Internet Database Subscriptions

Req # / Item #: 0000106390 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
Quantity	1,800.0	\$1.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00	\$1,800.00

Manufacturer: Brand: Model:
 Make: Packaging:

Account Code	Extended Account Code	Amount
0200-0900-8910-200-2050		\$1,800.00

Approval Path:

Delete	Approver	Order Sequence	Approval Path ID	Level	Approver Type	Date Requested	Date Approved/Disapproved	Approved/Disapproved/Canceled by	Comment View
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There are no approval paths found for this Purchase Order.

[Print](#)

[Print Vendor Copy](#)

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Instance 1

BID PROCUREMENT AUTHORIZATION FORM

NOT CONSTRUCTION

RECEIVED
CHIEF ADM.
2013 APR 10 AM 11:05

TYPE OF REQUEST (Check One and Complete):

☐ NEW CITY PROCUREMENT (CAO Approval)

☐ PIGGYBACK OR INTER-GOVERNMENTAL OR STATE CONTRACT USE

NAME OF POLITICAL OR STATE SUBDIVISION: _____

(Purchasing Administrator Approval Only)

☐ GSA SCHEDULE ON STATE OF LA CONTRACT (Purchasing Administrator Approval Only)

☒ OTHER (EXPLAIN) Unique & Sole Source (CAO Approval)

REQUESTOR:

IFTIKHAR AHMAD, DIRECTOR 4/8/13
DEPARTMENT HEAD NAME & SIGNATURE

REQUESTING DEPARTMENT:

NEW ORLEANS AVIATION BOARD #2910
NAME AND ORGANIZATION CODE

COST ESTIMATE: \$3000.00

(IF NO, EXPLAIN)

BUDGETED: ☒ YES ☐ NO REQUISITION # 106390

REQUESTED MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES: (Required Resources)

Current web site is managed by Bizzuka using their components & software.

JUSTIFICATION AND PROPOSED USE:

Keep using Bizzuka so the web site will have to be redesigned which would be more costly. We expect to solicit proposals for an updated web site in 2014.

Will this procurement likely require a contract?

☐ Yes

☐ No

Is there an existing valid City contract or BuySpeed item for use?

☐ Yes

☐ No

(If yes, identify the City contract and state why it is not being used.)

SPECIAL CONSIDERATION:

DEPARTMENT CONTACT NAME: Reed Barnes, Customer Service Manager 4/8/13

OFFICE PHONE: 504-303-7791

CELL PHONE: 504-416-2410

E-MAIL: reed@flymsy.com

OFFICE LOCATION:

DEPUTY MAYOR REVIEW/APPROVAL
(Initial or Sign and Date)

SIGNATURE:

DATE:

PROCUREMENT APPROVED BY:
(Initial or Sign)

Andrew D. Kopplin, First Deputy Mayor/Chief Administrative Officer

PROCUREMENT DISAPPROVED BY:
(Initial or Sign)

Andrew D. Kopplin, First Deputy Mayor/Chief Administrative Officer

If approved forward to Purchasing

APPROVED BY: (Initial or Sign)

Andrée Cohen

Purchasing Administrator

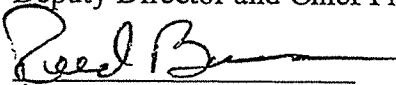
DISAPPROVED BY: (Initial or Sign)

Andrée Cohen

Purchasing Administrator

Louis Armstrong New Orleans International Airport
NEW ORLEANS AVIATION BOARD
Inter-Office Memorandum

To: Ray Moran
Deputy Director and Chief Procurement Officer

From: 
Reed Barnes
Training Coordinator

Subject: Bizzuka Invoice

Date: April 5, 2013

Attached you will find an invoice in the amount of \$1800 from Bizzuka. This invoice is for the monthly licensing fees associated with managing the Airport's web site.

In 2011, we signed a contract / service plan agreement with Bizzuka. In the Term section of this agreement it states, "This Agreement is effective until terminated." The contract Number is K11-494.

I respectfully request that we continue our agreement with Bizzuka and pay the invoice as requested. We anticipate soliciting proposals in 2014 to redesign and update the Airport's web site which would include the monthly licensing fees.

Bizzuka is the only source that can provide this service for the current web site since it was built and is managed using their components and/or software. If we were to rebid this service, the entire site would need to be redesigned and built from scratch.

Please let me know if you have any questions regarding this issue.

**PURCHASING
DEPARTMENT**
MWS

04-24-13P12:55 RCVD



WEB DESIGN • CONTENT MANAGEMENT • INTERNET MARKETING

K11-494

SERVICE PLAN

Company Name	New Orleans Aviation Board	Billing Address	900 Airline Drive Kenner, LA 70062
Primary Contact	Reed Barnes, Web Site Coordinator	Billing Contact	Reed Barnes
Prim. Cont. Email	reed@flymsy.com	Billing Phone	504-464-2766
		Billing Email	reed@flymsy.com

This Service Plan Order Form is an Agreement between the City of New Orleans by and through the New Orleans Aviation Board, ("Client") and Bizzuka, Inc. ("Bizzuka") of 105 Chapel Dr., Lafayette, LA 70506.

Client agrees to license Bizzuka's OnDeCC content management system and add-on's as per the specs outlined in this agreement. Should Client's needs change, Client can elect to modify Client's Service selection at any time to any available option at the rates in effect at the time of the change:

Description	Services	Monthly Fee	Overage
WebSite (+)	Any 18 of the Bizzuka Core Components, 15 minutes technical support per month, 250 MB of disk space, 10 GB of bandwidth per month.	\$ 150.00	\$3.00 per month for each additional 100MB of storage space, \$10.00 per month for each additional 10GB of bandwidth.
eCommerce (+)	eCommerce Solution	N/A	
	AmeriCommerce Products	N/A	
	Additional Storefront(s)	N/A	
	ASP Playground Forum	N/A	
	Campaign Manager (YouRL)	N/A	
	eMail filtering (Postini) - accounts	N/A	
	Flqz	N/A	
		N/A	
		N/A	
	McAfee Scan Alert	N/A	
	Maximum eMails	N/A	
		N/A	
	Virtual Webmaster - Minutes	N/A	
Custom Programming (#)	Support & Maintenance	\$ -	
Billing Cycle	Total Monthly Commitment	\$ 150.00	
	Annual	12	Month(s)
	Total fees per billing cycle	\$ 1,800.00	
(+) Fee starts at implementation			
(#) Fee starts when project is completed			

BY SIGNING THIS SERVICE PLAN ORDER FORM, CLIENT IS CONSENTING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS SERVICE ORDER, INCLUDING THE BIZZUKA END USER LICENSE AGREEMENT (<http://bizzuka.com/eula>), AND THE BIZZUKA TERMS OF SERVICE AGREEMENT <http://bizzuka.com/terms>, ALL OF WHICH ARE COLLECTIVELY REFERRED TO AS THE "AGREEMENT".

This agreement constitutes the entire agreement between the parties, and represents the complete and entire understanding of the parties with respect to the subject matter of this agreement. Any changes or modifications to this Agreement are agreed to by the parties upon renewal of services. These instruments supersede any other agreement or understanding between the parties, whether written or oral. In the event that any term or provision of these instruments are held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of these instruments and the agreements which they evidence, shall remain in full force and effect.

This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana.

BIZZUKA, INC.

New Orleans Aviation Board

City of New Orleans

John W. Munsell, CEO

Nolan V. Rollins, Chairman

Mitchell J. Landrieu, Mayor

Date

Date

Date

105 Chapel Drive Lafayette, LA 70506

Revised 01/24/2011

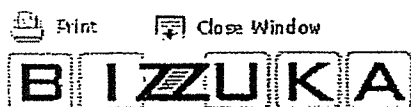
P 337.216.4423 F 337.408.3384

BIZZUKA.COM

City of New Orleans
 NANNETTE V. SOLVETTE-BROWN Date
 Attorney, City of New Orleans

04-24-13P12:56

PURCHASING
DEPARTMENT



Terms of Service Agreement

THE BIZZUKA OnDeCC CONTENT MANAGEMENT SYSTEM (THE "SERVICE") IS OWNED AND OPERATED BY BIZZUKA, INC.. ("BIZZUKA") AND IS PROVIDED TO YOU UNDER THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE (THIS "AGREEMENT"). BY COMPLETING THE SERVICE PLAN ORDER FORM AND YOUR USE OF THE SERVICE, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE SERVICE. YOU REPRESENT AND WARRANT THAT YOU: (I) ARE AT LEAST 18 YEARS OF AGE AND AUTHORIZED TO SIGN FOR AND BIND THE CONTRACTING PARTY AND (II) AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH BELOW. IF YOU DO NOT AGREE, DO NOT CONTINUE WITH THE ACCEPTANCE PROCESS.

1 GENERAL

You are deemed to have accepted this Agreement upon our acceptance of the Service Plan Order Form for the Service. This Agreement is made up of these terms (<http://bizzuka.com/terms>), our End User License Agreement, available at <http://bizzuka.com/eula> and our Privacy Policy available at <http://bizzuka.com/privacy> or as otherwise specified on the Bizzuka website <http://bizzuka.com> (the "Website"), all of which are incorporated herein by reference.

2 DEFINITION OF SERVICE

For purposes of this Agreement, the term "Service" shall mean the Bizzuka service, including the Bizzuka content management application, technical support, email and other features, products and services provided by Bizzuka (or third party vendors).

3 AUTHORIZED USER, USE, AND RESPONSIBILITIES

3.1 You represent and warrant that the information you supply to us is correct and complete. You understand that Bizzuka relies on the information you supply and that providing false or incorrect information may result in Service withholding or delays or the suspension or termination of your customer account. You shall indemnify and defend Bizzuka for any harm or damages that result from any provision by you of false or incorrect information. You shall promptly notify Bizzuka whenever your personal or billing information changes (including for example, your name, address, telephone number, checking account, credit card number and expiration date, etc.).

3.2 You shall be responsible for the Services provided through your account, including any secondary accounts or sub-accounts registered to your primary account. You understand this means that you accept full liability and responsibility for the actions of anyone who uses the Service via your account, or any secondary accounts, with or without your permission. You shall indemnify and defend Bizzuka for any harm or damages that result based on use of the Service via your account, or any secondary accounts.

3.3 You shall not resell the Service, use it for high volume purposes, or engage in similar activities that constitute such (commercial or non-commercial), or use it as a virtual data storage center, as determined solely by Bizzuka.

3.4 You shall not cause Bizzuka or any of its authorized service representatives to participate in, or contribute towards, any activity that is illegal under any applicable federal, state or local law, rule or regulation, and you shall indemnify and defend Bizzuka from and against any harm or damages caused by any illegal activity in which you may engage.

4 INTERNET TERMS OF SERVICE

Bizzuka, Inc. and its affiliates provide a range of electronic and other services. Internet Services provided by Bizzuka, hereafter referred to as the Site, are provided under the following Terms of Service.

4.1 Abridged Version

- a. **Unsolicited or Commercial Bulk Email Policy:** If you send unsolicited e-mail or post excessive Usenet messages promoting your site, business, or opportunity, or cause responses from such e-mail message or posting to be directed to your mailbox at Bizzuka facilities, your site, account, etc. will be deleted without warning. We will also bill you for

the services you use while sending such messages, the time required to clean up any mess that you make, and any legal fees or other costs we incur while dealing with the incident.

- b. Free Speech policy: We don't really care about what you send in e-mail, or what you put on your web pages. But, material that we deem to be offensive, including pornography, clear expressions of bigotry, racism, or hatred, will not be tolerated. This has nothing to do with political correctness and we're not going to get into a debate on whether it's right or wrong. If you feel the need to promote the aforementioned items, please do it through someone else's servers.
- c. Piracy: We will not tolerate the use of our services to promote or engage in software or music piracy.

4.2 Unabridged Version

Bizzuka, Inc. and its Affiliates offer a number of Internet related services. It is contrary to our policy for any user of any of these services to take part in any of the following activities through a Bizzuka provided service:

- a. To post a single article or advertisement to more than ten (10) Usenet or other newsgroups, forums, email mailing lists or other similar groups or lists;
- b. To post to any Usenet or other newsgroup, forum, email mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list;
- c. To send unsolicited mass emailings to more than twenty-five (25) email users, causing such unsolicited emailings to provoke complaints from any of the recipients;
- d. To engage in any of the foregoing activities using the service of another provider, but channeling such activities through a Bizzuka account or with a Bizzuka account as a mail drop for responses;
- e. To use the Bizzuka.com domain name or the domain name of any Bizzuka affiliate to advertise any website or service via Unsolicited Commercial Bulk Email as defined above.

Bizzuka considers the above practices to constitute abuse of its service and of the recipients of such unsolicited mailings and/or postings, who often bear the expense. Therefore, these practices are prohibited by Bizzuka's terms and conditions of service. Engaging in any of these practices will result in termination of the offenders account and/or access to Bizzuka Services.

In addition, Bizzuka reserves the right, where feasible, to implement technical mechanisms that block multiple postings as described above before they are forwarded. This policy addresses only the kinds of network abuse specifically enumerated above. In addition to these activities, Bizzuka's terms and conditions of service also prohibit other forms of abuse such as harassment and the posting of illegal or unlawful materials, and Bizzuka will respond as appropriate to these other activities as well. Nothing contained in this policy shall be construed to limit Bizzuka's actions or remedies in any way with respect to any of the foregoing activities, and Bizzuka reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from use of Bizzuka services.

In addition, Bizzuka reserves at all times all rights and remedies available to it with respect to such activities at law or in equity. By use of the Site, you agree to use the Site in a manner consistent with all applicable laws and regulations and in accordance with the terms and conditions discussed below.

5 SITE GUIDELINES

Bizzuka is not responsible for the content of any homepage, and the views expressed are the responsibility of the User and not Bizzuka. Bizzuka does not review Web pages in any way before they appear on the Site. Bizzuka reserves the right to remove any page from the Site at any time without notice.

Bizzuka provides space for Web Pages & Sites but makes no implied or express warranties about the reliability of these pages. Bizzuka is not responsible for any damage caused by loss of access to, or deletion or alteration of web pages; individual Users are responsible for monitoring and creating backups of their pages.

The following is a non-exclusive list of actions and content that are not permitted on the Site:

- Any use of copyrighted material without the express permission of the author or owner.
- Pages that exploit the images of anyone under the age of 18.
- Material that we deem to be grossly offensive, including clear expressions of bigotry, racism, or hatred.
- Messages, web pages, or communications of any kind that promote illegal activity.
- Material that defames, abuses or threatens others.
- Making available copyrighted software that has been 'cracked' -i.e., the copyright protection has been removed from the software.
- Making available serial numbers for software that can be used to illegally validate or register software.
- Making available tools that can be used for no purpose other than for 'cracking' software.

6 PRIVACY POLICY

Bizzuka shall treat your personal information in accordance with its current Privacy Policy <http://bizzuka.com/privacy>, as amended from time to time in the sole discretion of Bizzuka. It is Bizzuka's policy to respect your privacy. Therefore, in addition to the privacy of registration data as set forth in the Privacy Policy, Bizzuka will not monitor, edit, or disclose the contents of your private data unless required to do so by law or in the good faith belief that such action is necessary to: (1) conform to the edicts of the law or comply with legal process served on Bizzuka; (2) protect and defend the rights or property of Bizzuka; or (3) act under exigent circumstances to protect the personal safety of other users of the Service or the public. You acknowledge and agree that Bizzuka neither endorses the contents of any communications nor assumes responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising there from or any crime facilitated thereby. You acknowledge and agree that certain technical processing of content may be required to: (1) send and receive messages; (2) conform to connecting networks' technical requirements; (3) conform to the limitations of the Service; or (4) conform to other similar requirements.

7 AVAILABILITY OF SERVICE

7.1 The Service may not be available at all times, and may not be available in the format generally marketed, and some personal computers may not be available to receive the Service.

7.2 Bizzuka, its suppliers and licensors may, at any time, without notice or liability to you, restrict in whole or in part the use of the Service or limit availability in order to perform maintenance activities and to maintain session control or for any other purpose.

8 TERMINATION

This Agreement goes into effect upon your acceptance of this Agreement as set forth in Paragraph 1 and shall continue until terminated by either party as permitted by this Agreement. Billing for your Service will be in accordance with your Service Plan.

8.1 Subscription Service. Either you or Bizzuka may terminate this Agreement without cause by giving notice to the other party. Termination by you shall be effective upon your written notice to Bizzuka. Activation fees paid at the initiation of your service, if any, shall not be refundable. Termination by Bizzuka shall be effective thirty (30) days after the date of written notice provided by you, except as otherwise provided in this Agreement. In the event of termination by Bizzuka, for any reason, you shall be required to pay the remaining balance of the charges applicable to your Service through the effective date of termination. You acknowledge that any Software that you may install as part of the Service may cease to operate, update or function properly after termination of any subscription.

8.2 Termination and/or Suspension by Bizzuka. If, in the sole discretion of Bizzuka: (a) you are in breach of any of the terms of this Agreement (including but not limited to, all Bizzuka policies regarding abuse and acceptable use of the Service and all end user license agreements); (b) your use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, Bizzuka's network, or the use and enjoyment of other users; (c) Bizzuka receives an order from a court to terminate your Service; (d) Bizzuka for any reason ceases to offer the Service; (e) for online conduct that Bizzuka believes is harmful to other Users, the business of Bizzuka, or other thirdparty information providers or (f) you are no longer a Bizzuka customer, then Bizzuka at its sole election may terminate or suspend your Service immediately without notice.

8.3 Terminated Account. Bizzuka, in its sole discretion, shall have the right refuse to accept your request for Service, renewal or re-subscription following a termination or suspension of your use of the Service at any time.

YOU WILL LOSE ACCESS TO YOUR STORED DATA AND ALL OF YOUR STORED DATA UPON TERMINATION OF YOUR ACCOUNT. UPON TERMINATION, YOU ACKNOWLEDGE AND AGREE THAT BIZZUKA SHALL HAVE THE IMMEDIATE RIGHT WITHOUT LIABILITY OF ANY KIND TO DELETE AND PURGE ALL OF YOUR DATA AND INFORMATION THAT WAS STORED BY BIZZUKA AND SUCH DATA AND INFORMATION SHALL BE UNAVAILABLE TO YOU FOR FUTURE USE AND SHALL NOT BE RESTORED IN ANY EVENT.

9 PRICING AND PAYMENT

9.1 Pricing and Fees. Bizzuka fees and charges for the Service(s) you select are supplied to you during the ordering process unless otherwise provided for in this Agreement. You agree to pay the charges applicable to your selected Service plan, as well as any applicable taxes and other charges. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to, interest, and charges due to insufficient credit or insufficient funds. Recurring charges shall be billed one billing period in advance; usage charges, if applicable, shall be billed in arrears, and pre-purchase plans shall be billed in advance, if applicable. Bizzuka or its agent shall debit your checking account or charge

your credit card on a recurring basis in advance of each billing period as set forth during the ordering process. Bizzuka does not accept debit cards for payment of any charges or fees, but can debit your checking account through ACH provided the necessary documentation has been completed and submitted to our accounting department.

9.2 Discontinuation of Service for Nonpayment. Service to you may be denied or discontinued without notice at any time if you fail to make payment when due, if your credit card provider denies or discontinues providing credit to you for any reason, or you fail to provide us with a new credit card expiration date before the existing one expires. If your credit card provider denies or discontinues providing credit, you will be sent a notice of termination of Service and you will have 10 days to provide new payment information or otherwise arrange for payment through our accounting department (accounting@bizzuka.com).

9.3 Late Fees. If any portion of your bill is not paid by the due date, Bizzuka shall have the right to assess a \$25 late fee. In the event you become more than thirty (30) days delinquent on the license fee, BIZZUKA, at its sole option, may continue to assess late fees or may unilaterally and immediately terminate service under this agreement, in which case the provisions of sections 3, 9, 12, and 15 shall continue in full force and effect, and/or, at its sole discretion, BIZZUKA may discontinue or suspend service to LICENSEE until payment is made. Any service disconnection or suspension shall require a \$50 re-connect fee. In the event Bizzuka utilizes a collection agency or resorts to legal action to recover monies due, you shall reimburse Bizzuka for all expenses incurred to recover such monies, including attorneys' fees.

9.4 Local telephone, Toll and Long Distance Charges. Whether you are accessing the Service from your home or away from your home, you are responsible for all telephone charges.

9.5 Bizzuka will apply the following charges to unsolicited commercial email that passes through the Site.

- For each Unsolicited Commercial E-Mail message received at the Site: \$500 per copy
- For each Unsolicited Commercial E-Mail sent via the Site: \$100 per copy
- Cleanup charge for service termination related to Unsolicited Commercial E-Mail: \$1,000 per incident
- Administrative charge for redirection of 'remove me' or other 'abuse' messages related to forged headers in Unsolicited Commercial E-Mail: \$100 per message
- We will also charge for any legal fees or other costs we incur while dealing with the incident.

9.6 You have the option to change your Service(s) at any time by notifying us, in writing, provided that you qualify for and comply with all requirements of that Service.

9.7 The initial term of this agreement is 12 months. This agreement will remain in effect after the initial term until canceled in writing by LICENSEE at least 30 days prior to the termination date. Renewal prices are subject to change. Renewal fees will be automatically invoiced to your account in accordance with the Billing Cycle outlined in your Service Plan Order Form.

10 LIMITATIONS ON USE OF THE SERVICE

10.1 You agree that your use of the Service is your sole responsibility, is solely at your own risk, and is subject to all applicable local, state, national and international laws and regulations.

10.2 You agree that the Internet is not owned, operated or managed by, or in any way affiliated with Bizzuka and Bizzuka is not responsible and has no control over the information or materials accessible via the Internet through use of the Service. You further agree that Bizzuka does not own or control all of the various facilities and communications lines through which service may be provided, nor does Bizzuka guarantee access to or through websites, servers or other facilities on the Internet, whether or not such facilities are owned or controlled by Bizzuka.

10.3 Bizzuka recognizes that your data is important and takes industry-standard, commercially reasonable measures to protect your data on the Service. However, you agree that Bizzuka cannot and does not guarantee or warrant that data will not be lost or corrupted or free of defects, infection or viruses, worms, Trojan horses or other code that manifest contaminating, malicious or destructive properties. You are responsible for implementing adequate procedures to satisfy your particular requirements for accuracy of data input and output and for maintaining a means external to the Service for the reconstruction of any lost data.

10.4 You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use, or corrupt the information you transmit or receive over the Internet. Bizzuka is not liable for invalid destinations, transmission errors, or corruption or security of your data.

11 LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

11.1 IN NO EVENT SHALL BIZZUKA, ITS OFFICERS, DIRECTORS, EMPLOYEES, STOCKHOLDERS, SUBSIDIARIES, ATTORNEYS OR AFFILIATES BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE OR YOUR DATA, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF BIZZUKA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY THIRD PARTY. THE MAXIMUM CUMULATIVE LIABILITY OF BIZZUKA TO YOU UNDER THIS AGREEMENT IS LIMITED TO THE TOTAL AMOUNTS PAID BY YOU DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING ANY CLAIM.

11.2 THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

11.3 Notwithstanding any language to the contrary in this Agreement, the Service is provided to you "AS IS" and "AS AVAILABLE" and without any warranty from Bizzuka of any kind. BIZZUKA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT, STATUTORY OR BY OPERATION OF LAW) WITH RESPECT TO THE SERVICE, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, SUITABILITY ACCURACY, SECURITY, NON-INTERFERENCE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. NO ADVICE, SUPPORT OR INFORMATION DELIVERED BY BIZZUKA OR ITS REPRESENTATIVES TO YOU SHALL CREATE ANY WARRANTY.

11.4 BIZZUKA DOES NOT WARRANT THAT THE SERVICE PROVIDED BY BIZZUKA HEREUNDER SHALL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR SHALL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, OR THE LIKE. BIZZUKA SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.

12 INDEMNIFICATION

12.1 You agree that you shall defend, indemnify, save and hold Bizzuka and any third-party information providers harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees asserted against Bizzuka, its agents, its customers, servants, officers and employees, that may arise or result from this agreement or any service provided or performed or agreed to be performed or any product sold by you, your agents, employees or assignors arising from the User's use of the Site. You agree to defend, indemnify and hold harmless Bizzuka against Liabilities arising out of any of the following infractions caused by you:

- i. gross negligence or willful misconduct resulting in personal injury or property damage caused by any products sold or otherwise distributed in connection with Bizzuka's Server service;
- ii. any material supplied by you infringing or allegedly infringing on the proprietary rights of a third party;
- iii. copyright infringement;
- iv. any defective product which you sold on the Server offered by Bizzuka.
- v. misuse of the Software;
- vi. failure to comply with applicable law;
- vii. failure to comply with the terms of this Agreement;
- viii. failure to comply with the terms of any third party agreement to which it is a party; or
- ix. any claim of libel, violation of privacy rights, unfair competition or infringement of a intellectual property rights not caused by Bizzuka.
- x. any libelous or unlawful material contained within User's web Page or other portion of the site.

12.2 Bizzuka shall indemnify, defend, and hold harmless you and its officers, employees, directors, shareholders and agents, in their individual capacities or otherwise, from and against any and all Losses asserted by a third party resulting from, arising out of, or incurred in connection with Bizzuka's:

- i. gross negligence or willful misconduct resulting in personal injury or property damage;
- ii. failure to comply with applicable law;
- iii. failure to comply with the terms of any third party agreement to which it is a party; or
- iv. Software infringing a registered U.S. patent or copyright.

12.3 Bizzuka shall have no liability for any claim of infringement resulting, in whole or in part, from:

- i. any use of a version of the Software other than the most current unmodified version;
- ii. use or combination of the Software with computer programs owned or licensed by a party other than Bizzuka; or
- iii. your failure to implement corrections or changes to the Software offered by Bizzuka.

12.4 The obligation to provide indemnification under this section is contingent upon:

- i. the indemnified party promptly notifying the indemnifying party in writing of any claim;
- ii. the indemnifying party having sole control over the defense and settlement of the claim;
- iii. the indemnified party reasonably cooperating during defense and settlement efforts; and
- iv. the claim not arising, in whole or in part, out of the indemnified party's breach of this Agreement.

12.5 In the event that a claim is asserted, Bizzuka and its successors and assigns, related business, licensees, partners, employees, agents, attorneys, shareholders, officers, directors or independent contractors may choose to defend said claims through counsel of their own choosing, and may direct the defense of said claims and determine the propriety of settling said claims.

13 DOMAIN NAME OWNERSHIP, DISPUTES AND USE

Any domain name registered by Bizzuka on your behalf is your property. Bizzuka claims no ownership over your domain names and will arrange for any billing of names registered by Bizzuka on your behalf to be billed directly. You agree that Bizzuka may be presented with information that your domain name possibly violates the trademark rights or other intellectual property rights of a trademark or other intellectual property rights owner. In case of such action, you agree to the following:

- You agree to hold Bizzuka harmless from any action taken by such owner regardless of the outcome of such dispute and regardless of whether Domain Name Service hosting for your domain is continued at Bizzuka.
- You agree that Bizzuka has the right to discontinue name service in the event of dispute over a your domain name.
- You agree that should Bizzuka discontinue name service for your domain upon notification of such dispute that Bizzuka will not be liable for any loss of business, interruption of business, loss of your domain name, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if Bizzuka has been advised of the possibility of such damages.
- In no event shall Bizzuka's maximum liability exceed that as described in section 9 of this Agreement.
- If Bizzuka shall acquire an Internet Domain Name on your behalf, then in such case you hereby waive any and all claims which you may have against Bizzuka, for any loss, damage, claim or expense arising out of or in relation to the registration of such Domain Name in any on-line or off-line network directories, membership lists or registration lists, or the release of the Domain Name from such directories or lists following the termination of the providing of this service by Bizzuka for any reason.

You agree that a Bizzuka contact person shall be named as the "technical or zone contact" for any domains hosted at Bizzuka. You agree that Bizzuka may create and use network resources with the your domain name for administrative, testing, and network infrastructure enhancement purposes.

14 NOTICES

14.1 Notices required under this Agreement by you shall be provided to the Customer Service Department reachable via email at support@bizzuka.com. Notices by Bizzuka to you shall be deemed given: (a) when sent to your registered email address, or (b) when deposited in the United States mail addressed to you at last-known address or (c) when hand delivered to your home or office address, as applicable.

14.2 With regard to electronic communications, you and Bizzuka further agree that: (a) the User ID and/or alias of a sender, contained in an electronic communication ("email"), is legally sufficient to verify the sender's identity and the authenticity of the communication; (b) an email sent containing your User ID and/or alias establishes you as its originator and has the same effect as a document with your written signature on it; and (c) an email or any computer printout of it, is a valid proof of the validity of the original content of the electronic communication.

15 GENERAL PROVISIONS

15.1 The parties agree that their respective rights, obligations and duties which by their nature extend beyond the termination of this Agreement shall survive any termination and shall remain in effect for a period of one (1) year thereafter or the period specified in this Agreement, if longer.

15.2 Bizzuka shall not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.

15.3 You and Bizzuka agree that the substantive laws of the State of Louisiana, without reference to its principles of conflicts of laws, shall be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. YOU AGREE TO SUBMIT ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT TO FINAL BINDING ARBITRATION IN ACCORDANCE WITH THE THEN-EXISTING COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION, BEFORE A SINGLE ARBITRATOR SELECTED FROM THE INTERNATIONAL ARM OF THE AMERICAN ARBITRATION ASSOCIATION. Except as otherwise required by law, including New York laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. The parties expressly agree that the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

15.4 Bizzuka's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

15.5 This Agreement and all other policies posted on the Website, which are fully incorporated into this Agreement by reference, constitute the entire agreement between you and Bizzuka with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgements or other documents, written or electronic, are void.