

Setuno, Inc. dba Shopping Cart Elite Service Agreement

- New Service
 Modification to Service

Internet URL http://_____

Description of Service

Definitions

When an " " or " X " is marked to the left of a term or service, this term or service will be included in this Service Agreement.

Terms

- "Initial Term" shall be _____ month(s)
 Subsequent "Renewal Term(s)" shall be _____ month(s)
 Prepayment Term _____ month(s)

This Service Agreement is in accordance with the Setuno Inc. Terms and Conditions or Setuno Inc. License Agreement or Setuno Inc. Service Agreement (Term and Termination).

Definition of User License

A user license is a unique username that allows an individual to log into Shopping Cart Elite. The user license can be created through the employee module of Shopping Cart Elite software. Each unique user license has access to Shopping Cart Elite software for a specific store at the indicated internet URL of this Service agreement.

User licenses are individualized and may not be shared or used by anyone other than the one employee to whom the Named User license is assigned. The identification of the user licenses must be unique to an individual and may not be of a generic nature. Subscriber shall create and maintain the user license(s) with the associated employees assigned to each user license from the "Employees Module" inside the Shopping Cart Elite software (the "List"). The List will be maintained by the Subscriber's Administrator, who will update the List so that it is current at all times. A User license may not be transferred to another Subscriber employee except upon (a) termination of the employee's employment with Subscriber, or (b) in all other instances, Setuno's prior written approval. Setuno will have the right to invoice Subscriber for any additional user licenses issued by Subscriber. Subscriber may change the committed number of user licenses accounts only upon submission and acceptance of an additional Order Form.

Setuno will have the right, upon reasonable notice, to audit Subscriber's records (including but not limited to the List) during normal business hours to ensure Subscriber's compliance with the above requirements. Setuno will pay the cost of the audit unless it is found that Subscriber is misusing the Service by, for example, exceeding the number of allowable user licenses, sharing a user license account among multiple employees or providing a User license to a non-employee.

ANNUAL SHOPPING CART ELITE LICENSE FEE \$ _____ USD per month (Annual Plan)

Includes:

- **Shopping Cart Elite Back office Desktop Software**
- 1 Admin Account
- Customer Relation Management Module
- Order Tracking Module

- Order Assignment Module
- Product Setup Module
- General Setting Module
- Email Module
- Supplier Module
- Dashboard Module
- Tutorials Modules
- Returns & Exchanges Module
- Unlimited Email Accounts
- **Google Base / eBay / Amazon Marketplace Module**
- **Website Modules**
 - **40 Page Template**
 - **Watch Complete details - <http://vimeo.com/7241363> and <http://vimeo.com/7243895>**
 - Discount Module
 - Support Tickets Module
 - UPS Live rate Integration Module
 - Link Exchange Module
 - Article Marketing Module
 - SEO Algorithm Feature
 - Inventory Module (Includes Barcodes & Reports)
 - Employee Task and Follow up Module
 - Accounting and Payroll Module
 - UPS Shipping with Print Label Feature (Setuno Inc. UPS Service)
 - Wholesale Module (Includes NET Terms)
 - Click 2 Call Website Feature
 - Email Feedback Evaluation Feature
 - Banking Module
 - Affiliate Program Module
 - Product Price Control Module
 - Customer Subscriptions Feature
 - Foreign Currency & Translation Feature
 - SEO Analytics and Spider
 - Manufacturer Workflow and Pack List Module
 - Data Mapper Regular Expressions Rules

Additional Employee Accounts

Additional ____ User License(s) \$ _____ USD per ____

Virtual Managed Hosting

*Certain Microsoft Licenses are **required** to run Shopping Cart Elite.* If you have a dedicated server, you can provide your own Microsoft Windows 2008 license and Microsoft SQL Server 2008 license.

Server Hardware

Shopping Cart Elite operates on a [web farm](#). Our servers use Windows 2008 IIS to operate the website and SQL 2005/2008 server to operate the database. Prices below are based on a two server combo operating in a cluster of servers in our data center. We guarantee that the Server CPU usage will always be under 90% for your account. Hard drive storage includes, website content, database, logs and emails.

<input type="checkbox"/> Economy Package - 256MB Ram, 500MB hard drive	\$ <u>0.00</u>	with ADS
<input type="checkbox"/> Economy Package - 256MB Ram, 500MB hard drive	\$ <u>25.00</u>	USD per ____
<input type="checkbox"/> Professional Package - 512MB Ram, 3GB hard drive	\$ <u>50.00</u>	USD per ____
<input type="checkbox"/> Premium Package - 1GB Ram, 6GB hard drive	\$ <u>90.00</u>	USD per ____
<input type="checkbox"/> Ultra Package - 4GB Ram, 25GB hard drive	\$ <u>295.00</u>	USD per ____
<input type="checkbox"/> Dedicated Package - Guaranteed 32GB Ram, 100GB hard drive	\$ <u>750.00</u>	USD per ____

- | | | |
|--|-------------------|---------------|
| <input type="checkbox"/> Elite Package - Guaranteed 64GB Ram, 250GB hard drive | \$ <u>1000.00</u> | USD per _____ |
| <input type="checkbox"/> Custom Solution – Client provided server | \$ _____ | USD per _____ |

Hosting Bandwidth

- | | | |
|---|------------------|---------------|
| <input type="checkbox"/> 5GB data transfer (no bandwidth cap) | \$ <u>0.00</u> | with ADS |
| <input type="checkbox"/> 5GB data transfer (no bandwidth cap) | \$ <u>4.00</u> | USD per _____ |
| <input type="checkbox"/> 50GB data transfer (no bandwidth cap) | \$ <u>29.00</u> | USD per _____ |
| <input type="checkbox"/> 150GB data transfer (no bandwidth cap) | \$ <u>55.00</u> | USD per _____ |
| <input type="checkbox"/> 350GB data transfer (no bandwidth cap) | \$ <u>75.00</u> | USD per _____ |
| <input type="checkbox"/> 500GB data transfer (no bandwidth cap) | \$ <u>105.00</u> | USD per _____ |
| <input type="checkbox"/> 1TB data transfer (no bandwidth cap) | \$ <u>200.00</u> | USD per _____ |

Unless prepaid or invoiced monthly in advance. Usage in excess of commitment will be invoiced monthly in arrears. Committed data storage and bandwidth that are not utilized by Subscriber during the month for which they were committed may not be carried forward into the next month. The following rates associated with a Data and Bandwidth commitment supersede per use fees for the corresponding Data and Bandwidth are:

- | | | |
|---|----------------|------------|
| <input type="checkbox"/> Data Transfer Overcharge | \$ <u>0.02</u> | USD per MB |
|---|----------------|------------|
- (Per Use Fees are subject to change. Subscriber will be charged the rate in effect at the time the service is used.)

Managed Hosting

Daily Backup (Stored for 7 days)	INCLUDED WITH ALL PACKAGES
Security Monitoring & Server Management	INCLUDED WITH ALL PACKAGES

Technical Support

- | | |
|--|----------------------------|
| <input type="checkbox"/> 24 hour Email Support | INCLUDED WITH ALL PACKAGES |
| <input type="checkbox"/> 24 hour Email Support & 3 hours of telephone support | \$ _____ USD per _____ |
| <input type="checkbox"/> 24 hour Email Support & 10 hours of telephone support | \$ _____ USD per _____ |
| <input type="checkbox"/> 12 hour Email Support & 24 hour unlimited telephone support | \$ _____ USD per _____ |

Additional Services

- | | |
|---|------------------------|
| <input type="checkbox"/> Domain Name | \$ _____ USD per _____ |
| <input type="checkbox"/> SSL | \$ _____ USD per _____ |
| <input type="checkbox"/> Graphic Design | \$ _____ USD one time |
| <input type="checkbox"/> Logo Design | \$ _____ USD one time |
| <input type="checkbox"/> Complete Brand Identity | \$ _____ USD one time |
| <input type="checkbox"/> Search Engine Marketing / Optimization | \$ _____ USD per _____ |

Training Services

- | | |
|---|-----------------------|
| <input type="checkbox"/> Business Idea Research | \$ _____ USD one time |
|---|-----------------------|

- We help you decide what you should do. Includes 1-2 hour brain storming session with Igor Soshkin, CEO of Shopping Cart Elite.

- | | |
|--|-----------------------|
| <input type="checkbox"/> Software Training | \$ _____ USD one time |
|--|-----------------------|

- (4-5 hour, 2 day session)
- Marketplace Training - (We teach you about eBay / Amazon)
- Shopping Cart Training – (We teach you about using the software)
- Website Training – (We teach you how to use the Website module)
- Business Plan Overview – (We will guide you through all the steps of succeeding with your business)

SEO Training

\$ _____ USD one time

- (25 hour session – can be scheduled to your preference)
- Complete SEO Training – We will cover the 100% of Search Engine Marketing Subject
- Complete Social Networking Training - We will cover the 100% of Social Marketing Subject

TOTAL SERVICE AGREEMENT – SUBSCRIBER FEES

Service Description	Qty	Total Charges	Frequency
Annual Software License Fee	_____	\$ _____	USD per _____
Additional Employee	_____	\$ _____	USD per _____
Bandwidth	_____	\$ _____	USD per _____
Hardware	_____	\$ _____	USD per _____
Technical Support	_____	\$ _____	USD per _____
Domain Registration	_____	\$ _____	USD per _____
SSL	_____	\$ _____	USD per _____
Setup Fee	_____	\$ _____	One Time
Training Services	_____	\$ _____	USD per _____
Design Services	_____	\$ _____	One Time
_____	_____	\$ _____	USD per _____
_____	_____	\$ _____	USD per _____
_____	_____	\$ _____	USD per _____
Total Monthly Charges		\$ _____	USD per _____
Total One Time Charges		\$ _____	One Time
Total Annual Charges		\$ _____	USD per _____

Setuno Inc. may charge additional fees for changes made by the subscriber to orders after the Service Agreement is signed by you, but before you begin to use the Service. Any additional services that you may subscribe to will be bound to this service agreement.

Service and Support Information

SOFTWARE LICENSE and POLICY OF USE of SETUNO, INC. a New York company is located on the following internet URL address <http://www.shoppingcartelite.com/company-policy.aspx>. Additional information of the Software features can be found here <http://www.shoppingcartelite.com/features.aspx>. Setuno may change the URL address of SOFTWARE LICENSE and POLICY OF USE of SETUNO, INC., if such change occurs it will be announced via Software announcements module accessible through your user license.

Payment Terms

Setuno invoicing for Services begins on the first day that the General Site or service modifications available for use by Subscriber and monthly thereafter. Monthly Committed Fees are invoiced monthly in advance throughout the term of this order. Committed Data and Bandwidth that are not utilized by Subscriber during the month for which they were committed may not be carried forward into the next month. Additional Service(s) and any other Per Use Fees accrued are invoiced monthly in arrears for actual use. Payment for Service is due net thirty (30) days from the date of Setuno's invoice.

Prepayment Terms

The Subscriber agrees to prepay for the committed fees at the beginning of the Initial Term and each Renewal Term. All services and per-use charges on Subscriber's account will be applied toward this prepayment amount. Insufficient prepayment funds do not relieve Subscriber of any payment obligations arising under the terms and conditions of any Setuno service agreement and/or Order Form, entered into either prior or subsequent to execution of this prepayment amendment. All payments received will be applied to the outstanding balances in any previous invoices and any remaining payment amount, if any, will be applied to the current invoice amount. In the event of an inadequate amount of prepayment funds, Services may be denied until payment is received and applied against any outstanding balance and purchases. Setuno may apply amounts due from any Subscriber account to prepayment funds.

Term and Termination

For ongoing Services, the term specified on the applicable Service Agreement shall commence on the date of the creation of the user license. Any add-on services or MACs (moves, add, changes) to the original Service Order will be coterminous with the original term specified on the applicable Service Agreement. Notwithstanding the foregoing, this Agreement shall become effective on the date it is accepted by Setuno Inc. and shall remain in effect for successive one-month periods until the end of the Term set forth in the Service Agreement for each of the Services. Where a term length shorter than one (1) month or no mutually executed Agreement exists, the Customer will remain on a month-to-month term length with no contractual obligations for sixty (60) days. At the conclusion of this sixty (60) day month-to-month period, Customer's term length will automatically be set to one (1) year. Where a term longer than one month has been specified, and except as set forth in the Service agreement or Schedules here to, the initial Term will automatically renew for successive one (1) year periods, unless subscriber notifies Setuno Inc. of your desire not to renew at least ninety (90) days prior to the expiration of the then-current Term. In the event of any disconnection by Setuno Inc. for non-payment by subscriber or if subscriber terminates early, except in response to a material breach of this Service Agreement by Setuno Inc (before which subscriber shall be given written notice and 30 days to cure), subscriber will be obligated to pay the Early Termination Fee, which shall be calculated as the sum of (a) 3 multiplied by the agreed-upon monthly recurring fees for fixed recurring charges, and (b) 3 multiplied by the average monthly usage charges over the two most recent 30-day billing periods or minimum revenue commitment associated with the Service, whichever is greater, for usage-based charges. Any termination of Service or of this Agreement will result in all data, license files, graphic, domain(s) assigned to the subscriber by Setuno Inc. reverting back to Setuno Inc. In addition, all Setuno Inc. property (including but not limited to Setuno Inc. equipment, facilities, and software) shall be returned to Setuno Inc within 30 days. Setuno Inc. reserves the right to terminate this Agreement (or restrict or suspend Service) in the event the subscriber will violate this Agreement. During the term of this Agreement, Setuno Inc. reserves the right to modify its pricing as set forth in the Service Agreement or elsewhere upon 30 days written notice to the subscriber. The subscriber may notify Setuno Inc. of its un-acceptance of such modification and proceed with the original monthly subscription fee for a period of 3 months before the agreement may be cancelled without penalty. Once an old agreement is cancelled, it is voided and a new agreement will have to be signed if the subscriber will want to reactivate the service. Any requests to cancel a service must be sent to Setuno Inc pursuant to Notice paragraph with a 30 days written notice. Billing for said disconnected service shall bill for 30 days from the date written notice is received. There is a one-time \$50 deactivation fee associated to each user license being deactivated; and same for reactivations. If the service agreement is cancelled prior to the completion of the prepayment term, all fees will be re-calculated on a per month rate basis without any discounts that may have been applied on the prepayment term.

Notice

Any notice to be given here under by subscriber to Setuno Inc. shall be in writing and effected by a nationally recognized private overnight courier and shall be addressed to Setuno Inc. at the following address: 28 Van Street, Staten Island, NY 10310, with a copy to subscriber's Setuno Inc. Account Representative; and/or via email to igor@shoppingcartelite.com. Notices to subscriber shall be sent to either subscriber's e-mail address or to the company address supplied in this service agreement.

Subscriber Information

Setuno's creation of a website for Subscriber to access the Setuno Services shall constitute Setuno's acceptance of Subscriber's duly authorized offer to purchase Setuno Services in accordance with the following Terms and Conditions. If Subscriber has a signed Services Agreement with Setuno, such agreement will govern Subscriber's use of Setuno Services ordered on this Order Form.

If Subscriber does not have a signed Service Agreement with Setuno, the use of the Setuno Services by Subscriber is governed by the Setuno Terms and Conditions found at: <http://www.shoppingcartelite.com/company-policy.aspx>.

I authorize Setuno Inc. to charge my credit/debit card for the balances payment due as indicated above this Setuno Inc. Service Agreement. In the event Setuno, Inc. is unable to secure funds from my credit/debit card for this transaction for any reason, including but not limited to, insufficient funds in my credit/debit card account or

insufficient or inaccurate information provided by the card holder when the electronic payment is processed, further collection action may be undertaken by Setuno Inc. including application of fees to the extent permitted by law.

By signing this service agreement, you the subscriber fully understand and agree with all the billing amounts and the terms and conditions of this agreement. You also authorize Setuno Inc. to charge your credit/debit card for the balances payment due as indicated in the Setuno Inc. Service Agreement. In the event Setuno, Inc. is unable to secure funds from my credit/debit card for this transaction for any reason, including but not limited to, insufficient funds in my credit/debit card account or insufficient or inaccurate information provided by the card holder when the electronic payment is processed, further collection action may be undertaken by Setuno Inc. including application of fees to the extent permitted by law.

Organization: _____	Title: _____
Signature: _____	Date: _____
Name: _____	Email: _____
Phone: _____	
Company Address: _____ _____	Please send a copy of the Service Agreement to: igor@shoppingcartelite.com or Fax.800 208 3597
<i>Subscriber Billing Information</i>	
First Name: _____	
Last Name: _____	
Title: _____	
Phone: _____	
Credit Card Type _____	
Credit Card # _____	
Credit Card Exp ____ / ____ / ____	
Credit Card CVV _____	
Signature: _____	
Email: _____	
Billing Address: _____ _____	