

AmericasMart DSL Commercial User Agreement

This DSL Agreement (the "Agreement"), made as of this 27th day of March, 2012, by and between AmericasMart Real Estate, LLC, a Delaware limited liability company, acting by and through its managing agent AMC, Inc. (hereinafter "AMRE"), and Drake Staffing, LLC, a limited liability company under the laws of Georgia (hereinafter "Customer").

1. **Agreement.** AMRE agrees to provide to Customer, and Customer agrees to accept from AMRE, AMRE's high-speed access to the Internet service (the "Service") for a DSL connection at Customer's place of business in AmericasMart 3, Space 1st Floor Kitchen near the exterior door, as more particularly described on Exhibit "A", attached hereto and made a part hereof. By ordering and using the Service, Customer and all of Customer's employees and representatives agree to be bound by and are obligated to use the Service under and in compliance with the terms and provisions of this Agreement. During the term of this Agreement, AMRE grants Customer a non-exclusive revocable, non-transferable, limited license to use the Service. Notwithstanding Section 17, notification of changes in Service will be sent via e-mail or postal mail. Customer's use of the Service after such notice shall constitute Customer's acceptance of such modification(s) as an amendment to this Agreement. To receive the Service, Customer's representatives must be at least 18 years old.
2. **Term and Termination.** This Agreement shall become effective April 1, 2012, shall continue in full force and effect for thirty (30) days, at which time it shall automatically renew on a month-to-month basis until terminated by either party upon thirty (30) days written notice to the other party. AMRE, in its sole business judgment, may terminate this Agreement immediately or suspend Customer's access to the Service upon any breach of this Agreement by Customer, including, but not limited to, refusal or failure to pay for the Service or failure to use the Service in accordance with the terms and conditions of this Agreement. Upon termination for any reason, AMRE reserves the right to delete any data left by Customer on AMRE-owned and controlled computers without liability. Sections 8, 9, and 10 shall survive the termination of this Agreement.

3. Customer's Use of AmericasMart's Network.

- a. **Customer agrees that the Service may only be used for lawful purposes.** Transmission of any materials in violation of any federal or state statutes or regulations is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening, indecent or obscene, or material protected by trade secret. Customer agrees not to use the Service, including but not limited to, the DSL modem/power supply and any software provided by AMRE for any illegal, abusive or fraudulent purpose. If Customer does, or is alleged to, Customer acknowledges that Customer may be referred by AMRE to appropriate law enforcement agencies and Customer waives any claims and releases AMRE, its agents, employees and contractors from all liability. Furthermore, Customer agrees not to use the Service or cause the Service to be used for any objectionable, inappropriate or other purpose in AMRE's sole discretion that may tend to injure the reputation of AMRE. Customer may find material available to be inappropriate, obscene, and/or offensive. Customer recognizes that AMRE is not responsible for this material. Customer is solely and exclusively responsible and at risk for (i) all Internet content accessed via the Service by Customer and its employees, representatives and users of the Service, and (ii) providing suitable adult supervision of any person who is less than eighteen (18) years of age and uses the Service to access the Internet. Customer agrees that AMRE is not in any manner responsible for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content accessed using the Service.

- b. **No "Hacking", "Spamming" or Infringement of Other's Rights.** Customer agrees not to publish on or over the Internet any content which violates or infringes upon the rights of any other person. Customer also agrees not to use the Service or DSL modem to achieve unauthorized access to another party or person's computer systems, software, data or other

systems use public access facilities to transmit voice and data communications, and that the Service may accordingly not be completely private. Accordingly, AMRE does not warrant that any data or files sent or received by Customer over the Service will not be subject to unauthorized access by others or that other users (i.e., "hackers") will not gain access to Customer's computers. Customer agrees to protect its password(s). AMRE is not liable to Customer for any claims, losses, damages or costs that may result from Customer lack of privacy on the Internet by virtue of Customer's use of the Service. Moreover, if Customer chooses to use applications which permit others to gain access to Customer's computers, Customer does so at Customer's own risk and should take appropriate security measures.

7. **Customer Support.** AMRE will use its best efforts to provide Customer support which can be accessed by telephone or by e-mail. Generally, the telephone and e-mail support will be available from 8:30 a.m. – 5:30 p.m. ET Monday through Friday, with the exception of a "Market Exhibition Period," when the technicians will also be on call Saturday and Sunday. If Customer uses other hardware, software or equipment, not supplied by AMRE, AMRE will not provide support for the Service, including without limitation, undertaking to correct or repair hardware or software. For purposes herein, "Market Exhibition Period" shall mean the gift shows, apparel shows, and other temporary trade shows organized and arranged by AMRE from time to time.

8. **Indemnity.** Customer shall and does hereby indemnify, defend and hold AMRE, its agents, employees, representatives, subsidiaries, and affiliates harmless from any and all claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees and other incidental costs) arising out of or related to: (i) breach of this Agreement by Customer, its agents, contractors and employees, and/or (ii) negligence or intentional misconduct of Customer, its agents, contractors and employees.

9. **General Disclaimer of Warranties and Additional Limitations of Liability.**

AMRE PROVIDES THE SERVICE TO CUSTOMER ON AN "AS IS, AS AVAILABLE" BASIS. AMRE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE AND DOES NOT PROVIDE WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER OF WARRANTY EXPRESSLY INCLUDES ANY REIMBURSEMENT FOR LOSS OF INCOME DUE TO DISRUPTION OF SERVICE BY CUSTOMER. Customer further acknowledges that use of the Service or any information obtained via the Service is at Customer's sole risk, and that AMRE shall not be liable to Customer for any direct, indirect, exemplary, incidental, special, or consequential losses or damages relating in any way to demands or claims involving or arising in any manner out of: (a) Customer use of, inability to use, or failure to perform research or related work, or to work properly, the Internet, Internet data, or the Service, (b) inaccurate or poor quality Internet data obtained through the Service, (c) loss of data resulting from delays, non-deliveries, misdeliveries or Service interruptions, and (d) the installation, maintenance, failure, removal, or use of the DSL modem and ethernet card equipment, in connection with the Service, or cancellation of Service.

10. **Limitation of Liability.** Should the limitations of liability stated herein be deemed to be unenforceable by a court of competent jurisdiction, Customer expressly agrees that AMRE's total liability in the aggregate to Customer or any party claiming by, through or on behalf of Customer, whether in contract or tort, shall not exceed the amount of charges and fees paid by Customer in connection with the Service within the twelve (12) months immediately preceding the date of the occurrence of any such alleged claim.

11. **Other Charges; Credit Card Charges.** AMRE shall have no liability or responsibility to Customer in connection with Internet-based transactions made by Customer, unauthorized use of

To Customer:

Drake Staffing LLC
2033 Monroe Dr. Suite B
Atlanta Ga 30324

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18. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Georgia, without reference to the conflicts of laws rules.

19. **Waiver.** Failure of AMRE to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision at a later date.

20. **Amendment.** This Agreement may not be modified, amended or terminated in whole or in part in any manner other than by an agreement in writing duly signed by both parties hereto.

21. **Entire Agreement.** This Agreement embodies the entire understanding between Customer and AMRE with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, relating thereto.

LESSOR:

AmericasMart Real Estate, LLC., acting
by and through its managing agent,
AMC, Inc.

By: _____

Sarah Foster
Director of Internet &
Telecommunication Services

LESSEE: _____

By: _____
Print Name: Greg Price
Title: Chief Executive Officer

3/27/12

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EXHIBIT "A"THE SERVICES

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3/27/12

1. Number of Digital Subscriber Lines (DSL): 1

2. Speed (Bandwidth) of ADSL: 1.0Mbps/512Kbps \$30.00/month
6.0Mbps/1.5Mbps \$50.00/month
10Mbps/1.7Mbps \$80.00/month
16Mbps/2.0Mbps \$110.00/month

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3. Modem Rental: X Free of Charge

4. One-Time Installation Fee: \$150.00

5. Public IP Address: \$15.00/month

Revised October, 2010