



COMMUNITY WEB SITE AGREEMENT

This Community Web Site Agreement (this "**Agreement**") is entered into effective as of _____ ("**Effective Date**") by and between AtHomeNet, Inc., a Georgia corporation whose address is P.O. Box 1405, Suwanee, GA 30024 ("**AtHomeNet**") and the party whose name appears in the space as "Customer" on the signature page of this Agreement ("**Customer**").

Background

- A. AtHomeNet designs and hosts web sites for communities.
- B. Customer would like AtHomeNet to provide services to establish Customer's web site on the terms and conditions set forth herein.

The parties agree to the following terms intending to be legally bound.

1. Definitions. Capitalized terms defined below or elsewhere in this Agreement, shall have the respective meanings ascribed to them for purposes of this Agreement. "**Administrator**" means the individual agent of Customer authorized to sign this Agreement and bind Customer and act on its behalf. As of the Effective Date the initial Administrator is the individual indicated on the signature page of this Agreement. "**Online Application**" means the Customer elects to submit the AtHomeNet Community Web Site Agreement via the internet (www.AtHomeNet.com) and customer is legally bound to agree to all terms of service included; exactly as in the written agreement. "**Features**" mean the Web Site's specific features that are based on the particular Plan selected. As of the Effective Date, the current list of Features for each Plan are listed on the COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST attached as SCHEDULE A, provided, however, that individual Features may be deleted as selected by Customer. Individual Features may be added or deleted to any Plan by AtHomeNet from time to time in the future. "**Internet**" means the worldwide system of computer networks using the TCP/IP protocols. "**Monthly Fee**" means the respective amount charged monthly by AtHomeNet for the Services. As of the Effective Date, the current Monthly Fees are based on the current number of built, single family units, not including empty lots. Each quarter, this monthly fee will be re-assessed based upon the number of built, single family units at that time. These fees are in accordance with the MONTHLY FEE SCHEDULE attached as SCHEDULE B. "**Plan**" means the particular group of Features selected by Customer for its Web Site. As of the Effective Date there are three types of Plans – Standard, Pointer and Premium. "**Private Features**" means those Features of the Web Site indicated on SCHEDULE A as being accessible only to areas of the Web Site that Residents are allowed access. "**Public Features**" means those Features of the Web Site indicated on SCHEDULE A as being accessible to the general public. "**Residents**" means those persons living in Customer's community that Customer provides log-in names and passwords to access to the Private Features. "**Services**" means those services provided by AtHomeNet as described in Section 2. "**Sign up Today**" (Electronic Online Agreement) means the Customer elects to submit the AtHomeNet Community Web Site Agreement via the internet and customer is legally bound to agree to all terms of service included; exactly as in the written agreement. "**Web Site**" means one or a series of web pages or frames available on the Internet containing information about Customer, and the Features, and other information and advertising arranged by AtHomeNet.

2. Services. Subject to Customer's performance of its obligations under this Agreement, AtHomeNet shall:

make the Web Site available over the Internet by: (A) setting-up hosting for and preparing the Web Site including its Features and any deletions thereof as indicated on the COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST); (B) scan or format photographs provided by Customer for use with the Web Site; (C) designing a simple logo for use with the Web Site; and (D) set up the Administrator's log-in name and password to allow him to administer the Web Site and, if the Premium Plan is selected, configure up to 10 e-mail accounts for Residents chosen by him; and

after the Web Site is available over the Internet, provide: (A) Customer with the Web Site hosted by AtHomeNet or its designated provider; (B) Administrator with e-mail support during AtHomeNet's regular business hours and days (inquiries should be sent to support@athomenet.com) to assist with questions about the Web Site; (C) monitor the Web Site to confirm that it is available and functioning; and (D) update the Web Site with new Features as may be added to the Plan selected for it from time to time.

3. Customer's Duties. In addition to its obligations under Section 5, Customer shall at all times maintain an Administrator and update AtHomeNet with changes to the current contact, telephone no., and e-mail information to reach the Administrator. Administrator shall be solely responsible for monitoring and operating the Web Site after it is made available on the Internet, including but not limited to: updating information on and monitoring usage of the Web Site, compiling, editing, or deleting content on the Web Site, and adding or deleting Residents and their log-ins and password access to Private Features. In addition, the Administrator shall: select the Plan for the Web Site, fill out and sign the COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST, choose the color scheme, provide AtHomeNet with original photographs to be used in its initial designing of the Web Site, and otherwise assist AtHomeNet with its deletion of Features and other matters relating to the design and creation of the Web Site.

4. Term and Termination. This Agreement shall become effective when signed by both parties and shall remain in effect until terminated. The initial term of the agreement is for one year; the agreement then goes quarter to quarter or year to year based on the customer's billing choice. This Agreement may be terminated (i) by either party, for no reason, on the first anniversary of the Effective Date by giving written notice at least thirty (30) days prior to the termination and, then, in the second year and beyond, by giving written notice of termination at least thirty (30) days prior to the commencement of each calendar quarter; (ii) immediately as specified in Section 5, or (iii) for breach of contract by either party 30 days after giving written notice (10 in the event of a failure to pay money) to the breaching party reasonably describing the nature of such party's breach, provided the breach is not cured within such period. Upon termination of this Agreement or suspension of the Services, AtHomeNet reserves the right to deny access, erase, or remove any data stored on AtHomeNet's facilities or otherwise relating to the Web Site, all without prior notification. In the event of the termination of this Agreement, any unpaid sums shall remain due and owing and the provisions of Sections 7b, 8, and 9 shall survive in accordance with their terms.

5. Payment.

Fees, Expenses, Taxes and Collection. Customer shall pay AtHomeNet applicable fees and expenses in the amounts and at the times indicated on SCHEDULE A. AtHomeNet reserves the right to increase Monthly Fees upon 60 days' prior notice to Customer, but AtHomeNet shall not increase fees more than once every calendar year. Unless otherwise agreed in advance, fees for any follow-on or additional work in addition to the Services, shall be performed on a time-and-materials basis at AtHomeNet's then-current rates for such work. All fees, expenses, and reimbursements shall be paid on or before their respective due dates. No taxes, duties, tariffs, customs, shipping, or other charges are included in any of the amounts described in this Agreement; where appropriate, they shall be the responsibility of Customer. Sums not paid when due shall bear interest at the rate of 1.5% per month from their due date until paid in full.

Refund. In the event that the Customer is not satisfied with the Web Site within the first 30 days of its availability on the Internet, so long as it provides written notice to AtHomeNet describing its dissatisfaction within 7 days of the end of such period, AtHomeNet shall refund to Customer any Monthly Fees paid, upon which this Agreement shall terminate.

6. Usage. The Web Site is to be used only for lawful purposes. Customer shall not violate any laws in its use, maintenance, or management of the Web Site. In the event that Web Site usage shall exceed 350 megabytes of disk space (including all content), AtHomeNet may increase the Monthly Fee by \$10 per month for each additional 100 megabytes of disk space required. **AtHomeNet will not sell Residents' name, address or phone number data to third parties.**

7. Internet Connection, Hosting, and Advertising. AtHomeNet is not responsible for the provision or operation of Customer's, Residents' or Administrator's Internet access or connection. AtHomeNet cannot guarantee and is not responsible for the privacy, security, correctness, or access to information available over the Internet, including the Web Site. Customer understands, accepts, and holds AtHomeNet harmless against such risks. The Web Site shall be hosted on the Internet (i) in the

case of the Standard Plan, through AtHomeNet's own Internet site (which AtHomeNet reserves the right to change, if necessary), or (ii) in the case of the Pointer or Premium Plan, through an independent Internet site registered to AtHomeNet. AtHomeNet or a third-party service provider may provide such Internet sites. Once it is available on the Internet, Administrator shall be provided web browser access to monitor, operate, maintain and modify the Web Site (via the HTTP Protocol) and otherwise discharge Customer's obligations under this Agreement. Each party agrees and acknowledges that AtHomeNet shall be free to sell and insert advertising frames, banners, and other advertising on the Web Site, but shall not sell advertising in the classified ads Feature, which right is reserved to Customer. Neither party shall have any claim for advertising placed by the other party as specified in this Section 7. Customer hereby grants AtHomeNet a perpetual irrevocable royalty-free right and license to use, copy, display, and modify any photographs or information provided by or on behalf of Customer for use in development and setup of and display on Customer's Web Site. Nothing in this Agreement shall be deemed to convey to Customer any right or license in the Web Site, the hardware or software used to design or construct or operate it, or the copyrighable works used on or designed for the Web Site.

8. Warranty and Limitation of Liability. THE SERVICES AND USE OF THE WEB SITE ARE DELIVERED WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE, OR DATA OR INTERRUPTION OF BUSINESS ARISING IN ANY WAY OUT OF THIS AGREEMENT, WHETHER SUCH ALLEGED DAMAGES ARE LABELLED IN TORT, CONTRACT, OR INDEMNITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY IN ALL CASES.

9. Arbitration. All disputes, controversies, and claims arising out of the terms, operation, or interpretation of this Agreement, or otherwise relating to or arising out of the relationship of the parties shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**") then in effect. The proceedings shall be held in Atlanta, Georgia under the auspices of the AAA. Neither party shall sue the other where the basis of the suit is a disagreement arising directly under this Agreement except for (i) equitable relief including but not limited to infringement or misappropriation of proprietary rights, or (ii) enforcement of the arbitrator's decision in the event the other party is not performing in accordance with the arbitrator's decision.

10. Miscellaneous. The provisions of this Agreement are intended to be enforceable in accordance with their terms, and whenever possible this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any clause of this Agreement shall be prohibited by or invalid under such law, such clause shall be deemed ineffective to the extent of such prohibition or invalidity and such clause shall be severed from the remainder of this Agreement without invalidating the remainder of any provision containing such clause or the remaining provisions of this Agreement. The laws of the State of Georgia shall govern this Agreement. Any notices required by this Agreement shall be made in writing and shall be delivered in person or mailed certified return-receipt-requested to the party's address as set forth in this Agreement. Upon notice to the other parties, any party may change its address by giving notice to the other parties. Any waiver of rights or remedies for breach of this Agreement shall not be valid unless made in writing and no previous waiver shall be deemed a waiver of any subsequent breach. This Agreement supersedes any other discussions, agreements, representations, or promises between the parties relating to the subject matter of this Agreement, whether written or oral. This Agreement can not be amended, except by a written document signed by an authorized agent of the party to be charged with the amendment. The rights and obligations placed on the Customer under this Agreement may not be assigned; all successors and permitted assigns of the parties shall be bound by the terms hereof. Time is of the essence in this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument. Any purchase order or other document issued by Customer is for administrative convenience only. In the event of any conflict between this Agreement, and any purchase order, this Agreement shall prevail. The relationship of AtHomeNet to Customer under this Agreement is solely that of an independent contractor. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. AtHomeNet is not to be considered the agent of Customer or any third-party provider of goods or services with regard to the performance of their respective contractual or other legal obligations.

In witness whereof the parties hereto have caused this Agreement to be executed as of the date indicated above.

CUSTOMER (COMMUNITY NAME) _____

COMMUNITY NAME (AS YOU WISH IT TO APPEAR ON THE WEB SITE)

Print Name: _____

Signature: _____

Title: _____

Date: _____

Address: _____

The Billing Address is:

Company Name: _____

Address One: _____

Address Two: _____

City: _____

State: _____ Zip: _____

Attention: _____

E-mail: _____

Phone: _____

Fax: _____

ATHOMENET:
AtHomeNet, Inc.

Signature: _____

Name: Susan D. Sanders

Title: Vice President

Date: _____

The Community's Administrator(s) shall be:

Admin 1:

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

E-mail: _____

Phone: _____ Fax: _____

Admin 2:

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

E-mail: _____

Phone: _____ Fax: _____

Admin 3:

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

E-mail: _____

Phone: _____ Fax: _____

SCHEDULE A

COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST

11. Directions:

The Administrator should indicate below for each Feature if they want it to be **Deleted** from the Web Site. Features not checked shall be enabled.

Putting a check in the **Resident Enabled Administration** Column allows every resident to add/edit/delete in this feature. Leaving it blank means that just the Administrators will be able to add/edit/delete and residents will only be allowed to **view** information.

Putting a check in the **Feature Available on Public Menu** column means that every person visiting your web site will be able to **view** this information. Some features are **Not Available** on the public side of the web site such as the address book and message board. Residents must login to the private are in order to view these features.

Any feature can be **Re-titled** - indicate in the box next to feature any changes to title. If you would like additional levels of security established - please email support@athomenet.com and they'll work with you.

<u>Delete Feature?</u>	<u>Resident enabled administration?</u>	<u>Place feature on public or private menu?</u>	<u>Re-title Feature to:</u>	
				II. Features include:
				Public Home Page
				Buy CommunityDocs
				Classified Ads
		<i>Private or Monitor View</i>		Concierge Package Pickup
				Eforms
				Facilities
				Garage sales
				Homes for sale
				Homes for lease
				Home sites for sale
				Job bids
				Map
				Online Payment (see application)
		<i>Not Available on Public</i>		Address book
				Announcements
				Committee and board listings
				Documents
				Events calendar
		<i>Not Available on Public</i>		Email Bulletins
		<i>Not Available on Public</i>		Facility Reservations (added by request)
				FAQ's
				Hot links
		<i>Not Available on Public</i>		Live chat
		<i>Not Available on Public</i>		Message board
				Photo Albums
				Request & question submission
		<i>Not Available on Public</i>		Reviews
		<i>Not Available on Public</i>		Site Search
		<i>Not Available on Public</i>		Surveys

SCHEDULE A COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST

<u>Delete Feature?</u>	<u>Resident enabled administration?</u>	<u>Place feature on public or private menu?</u>	<u>Re-title Feature to:</u>	
		<i>Not Available on Public</i>		Task Manager
				Volunteer needs
				What's Nearby?
	<i>Not Available</i>	<i>Not Available on Public</i>		What's new
	<i>Not Available</i>	<i>Not Available on Public</i>		Board Only Documents
	<i>Not Available</i>	<i>Not Available on Public</i>		Board Only Message Board
	<i>Not Available</i>	<i>Not Available on Public</i>		Board Only Live Chat
	<i>Not Available</i>	<i>Not Available on Public</i>		Admin Only - Vendor Database /Job Bids
	<i>Not Available</i>	<i>Not Available on Public</i>		Admin Only – Export Address database
	<i>Not Available</i>	<i>Not Available on Public</i>		Admin Only – Web Site Statistics
	<i>Not Available</i>	<i>Not Available on Public</i>		Admin Only – Online Help
	<i>Not Available</i>	<i>Not Available on Public</i>		Admin Only – Edit Modules
	<i>Not Available</i>	<i>Not Available on Public</i>		Admin Only – Feature Descriptions

Modules: You can create modules specific to your community. You can always create additional modules after your web site is completed. In that situation, you will need to contact us so we can provide a link on the navigation bar.

Include Module? (circle those additional features you wish to include)	
Kids Play Groups	
Recipe Exchange	
Add any unique modules here:	

12. Type of Plan (Select the desired plan and provide all necessary information):

<input type="checkbox"/> Standard Plan Subdirectory address: www.AtHomeNet.com/ _____
<input type="checkbox"/> Pointer Plan
<input type="checkbox"/> Premium Plan
If you are transferring an existing domain registered to the Customer: Existing domain name: _____ Administrative Information: Contact Name: _____ E-mail address: _____ Company where registered: _____ Account number and password (if applicable): _____
If this is a new domain name, specify three possible alternatives of the Client Address. AtHomeNet does not guarantee that any names are available: First Choice: _____ Second Choice: _____ Third Choice: _____

SCHEDULE A
COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST

E-Mail: (For Premium Plan Clients Only) - The Premium Plan comes with 10 "real" email address and an unlimited number of "alias" e-mail addresses. Indicate the set-up configuration for your email accounts.

If you have an Existing Domain:

Do you currently receive email at this domain? _____

If you or another company are hosting an Exchange Mail Server for this domain, please provide IP address of this mail server: _____.

****NOTE**** Transitioning from one mail server to another may result in a delay in receiving mail. Please be sure to coordinate this transition with our Support Team.

If this is a New Domain:

You can have your email addresses set up as **"real"** addresses to be checked directly by an e-mail program or **"alias"** emails, which forward to other email accounts. Your site comes with 10 email addresses and unlimited aliases; please list those you want included below. Each email account has 50MB of storage. Additional storage may be purchased for a nominal fee.

Please list the **real** email accounts you would like created:

Please list the password you would like assigned:

Please list the **alias** email accounts you would like created and where they should forward:

Email Address:

Forwarded to:

SCHEDULE A

COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST

13. How did you find out about AtHomeNet? _____

14. Color Scheme and Style: Visit www.colorselections.com and register your website style and color scheme. You may also request a Flash Header (No charge for Premium Plan clients, \$75 for Standard and Pointer Plan clients).

15. a. Current # of single-family units in Customers community _____ (this # will be the # on which your first bill is based. As the # of units built increases, your monthly fee may be affected.)

b. Number of single-family units in Customer's community (whether or not built or occupied): _____

16. Fees and Expenses.

Plan	Initial Setup Fee	Domain Fee	Monthly Fee	Flash Header Option
Standard	\$50	Not applicable	\$_____per month (see SCHEDULE B)	\$75 per design
Pointer	\$50	\$70.00 for each domain name registered for two-year license. \$70 due upon each two-year renewal.	\$_____per month (see SCHEDULE B)	\$75 per design
Premium	\$50	\$70.00 for each domain name registered for two-year license. \$70 due upon each two-year renewal.	\$_____per month (see SCHEDULE B)	No Charge for first design, \$75 for additional designs
Additional Email Addresses (Premium Plan)			\$20 per month for pack of 10 additional email addresses	

First quarter payment due upon execution of this Agreement; following quarterly payments due each third month thereafter. (Unless annual billing is elected below). Domain fee due upon execution of this agreement and on each second anniversary thereafter. Billing Start Date is the 7th day following execution of this Agreement.

17. Billing Schedule: (Please check the desired payment schedule below):

_____ Quarterly (as noted above)

_____ Annually (those choosing annual billing receive a 10% discount on the monthly fee)

I have carefully reviewed and filled out the above COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST specifying the deletions and edit changes to be made to the Features for the Web Site, the Web Site's Plan, and to the best of my knowledge indicated the maximum number of single-family units in the community.

Administrator:

Name: _____

Signature: _____

Date: _____

SCHEDULE B
MONTHLY FEE SCHEDULE

(Additional fees may be due based on plan chosen)

Current number of Single-Family units for Customers Community	Standard Monthly Fee	Pointer Monthly Fee	Premium Monthly Fee
Up to 50	\$35	\$45	\$65
51- 100	\$40	\$50	\$70
101- 200	\$45	\$55	\$75
201- 300	\$50	\$60	\$80
301- 500	\$55	\$65	\$85
501- 1000	\$60	\$70	\$90
1001- 1500	\$65	\$75	\$95
Plus, for each additional 500 units (or fraction thereof) over 1500	\$5	\$5	\$5