

ATLANTIC BUSINESS TECHNOLOGIES, INC.

TERMS AND CONDITIONS

SUMMARY: The following Terms and Conditions, including any addendums, are an integral part of all proposals, contracts, and work supplied to the customers of Atlantic Business Technologies, Inc. ("ABT") and acceptance of a proposal or contract, or any instructions by Client to ABT to commence work or services shall be deemed acceptance of these Terms and Conditions by Client.

Warranty of Funds and Payment. Sufficient funds are available or will be made available by Client to make payment in full for services rendered by ABT. Past due balances are subject to a late charge of one and one-half percent per month, whether before or after judgment. Collection costs shall also include reasonable attorney fees.

Warranty of Work by ABT. ABT and its subcontractors and agents shall provide a level and quality of service using a degree of care and skill ordinarily exercised by others providing a similar service in a similar locality. ABT does not warrant or represent that any web sites or other work will comply with state or federal law for electronic commerce. Client shall arrange review by counsel at its own cost. Any nonconforming work brought to attention of ABT within one year shall be corrected or replaced at no additional cost. If correction or replacement is not practical, ABT shall refund Client that portion of previously paid invoices attributable to the nonconforming work. This is the sole warranty provided by ABT and supersedes any other warranties, express or implied.

Limits of Liability. Notwithstanding the foregoing, the aggregate liability of ABT (including agents, employees or subcontractors) shall not exceed the total fees paid by the Client for the specific nonconforming work. Upon request of Client, and at Client's sole cost, ABT may, but is not required to, obtain additional liability coverage. The parties specifically agree all work performed is construed as a limited liability agreement which limits the liability of ABT. ABT and Client mutually agree that services involve risk that may exceed the total fees paid to ABT.

Consequential Damages. ABT and Client shall not be liable to each other for consequential damages of any nature whatsoever, including, but not limited to, lost profits and loss of use. To the extent protection against such loss is required, each party agrees to make such provisions, including the obtaining of insurance, as that party may deem appropriate.

Delays. Any delays in completion of the services for reasons beyond the control of the ABT shall entitle ABT to an extension of any completion schedule by an amount equal to the delay.

Early Termination. Either Client or ABT may terminate any services to be provided by giving written notice to the other. Upon the giving or receipt of such notice, ABT will cease work and shall deliver all equipment, documents, reports, information, etc., to Client and Client shall pay ABT for all services rendered up to the point of termination including any shut-down costs and cost to deliver remaining equipment or deliverable information to the Client.

Unforeseen Conditions. Any unforeseen conditions encountered during completion of services by ABT may result in either re-negotiation of services and fees, completion of original scope without change in fee or termination of any agreements.

Intellectual Property. Any intellectual property created by ABT in the course and scope of the services or work for Client, or to facilitate or expedite the work, shall remain the property of ABT, which reserves all copyrights and rights to patent, and shall not be deemed work-for-hire for Client. Amounts paid to ABT for the development, modification, or application of any software or other intellectual property shall be deemed in consideration of a continuing license to use the property for its own purposes by Client, excluding any right to resell, sublicense, or transfer the property to any third parties without the express written consent of ABT. Providing or allowing Client the capability to change or modify intellectual property, including providing of software source code, shall not be deemed a waiver or transfer of ownership by ABT. Client warrants ownership or right to use any intellectual property provided to ABT for use in work completed by ABT for Client.

Governing Law. Except where in conflict with International and United States laws, this Agreement shall be governed by the laws of the state of North Carolina, the parties consenting to the jurisdiction and venue of the Superior Court, Wake County, North Carolina.

Independent Contractors. ABT and Client are independent contractors and nothing shall be construed as creating an employer-employee relationship, partnership, or joint venture. Work completed for or on behalf of a customer of Client or other third party shall not create any relationship between ABT and that third party.

Savings Clause. To the extent that any provision of these Terms and Conditions is found to be invalid or unenforceable, all terms contained herein are severable, and shall remain in full force and effect excluding only those portions invalid or unenforceable.

Waiver. No delay or omission by a party to exercise any right or remedy accruing pursuant to any of these Terms and Conditions, or any other agreement between the parties shall impair any such right or remedy or be construed to be a waiver. All waivers must be in writing and signed.

Binding Effect. These Terms and Conditions shall be binding not only upon the parties hereto but also upon their heirs, personal representatives, successors and assigns (as applicable).

Authority. The signatories to any agreements or memoranda between the parties warrant that they have full authority to bind their respective companies and that their companies are not bound by any other contracts or agreements which would limit or interfere with their obligations to each other, including the acceptance of these Terms and Conditions.