

**EZ-DIGISIGN RESELLER PROGRAM
PARTICIPATION AGREEMENT**

This EZ-DigiSign Reseller Program Participation Agreement (“this Agreement”) by and between ICServ Inc. d.b.a EZ-NetTools, an Idaho corporation with a principal business address of 310 North 2nd East, Suite 108, Rexburg, Idaho, 83440, and

Business Name _____

Shipping Address _____

City/State/Zip _____

Business Phone _____ Fax _____

Introduction

This Agreement contains all of the contract terms and conditions that govern participation in the EZ-DigiSign™ Reseller Program (the "Program"). The Program allows authorized individuals or organizations (“Resellers”) to use an EZ-DigiSign™ Reseller Account ("Reseller Account") to resell to individuals and business entities that enroll as EZ-DigiSign™ members ("Members") EZ-DigiSign Member Accounts (“EZ-DigiSign Member Accounts”).

All Member Accounts are subject to the EZ-DigiSign™ member terms and conditions ("Member Terms and Conditions") found at <http://www.ezdigisign.com/terms.html>. In this Agreement, "We", "Us", "Our" or “Company” means ICServ Inc., EZ-NetTools, or any successor in interest of ICServ Inc., and "You" or "Your" means you, the Reseller.

Program Components

See Attachment A.

Pricing

See Attachment B.

Service Description

EZ-DigiSign™ Services are owned by the Company. We offer Application Service Provider (ASP) services to individuals and business entities. Our primary mission is to provide fast, reliable, and effective Internet based software applications to Our Resellers and Members.

Program Enrollment and Acceptance of Agreement

To enroll in the Program, you need to complete this Agreement form and fax it to 208-356-4969 or send it through conventional mail at, 310 North 2nd East, Suite 108, Rexburg, ID, 83440. By completing and sending the Reseller Agreement and clicking in the "I have read the terms and conditions" button in the Terms and Conditions section on the Verify Information page of the start-up wizard program, you agree to be bound by this Agreement and the Member Terms and Conditions. We reserve the right, in Our sole discretion, to change, modify, add to, remove or amend all or any part of this Agreement and/or the Member Terms and Conditions at any time for any reason. You will receive notice of any such changes or modifications as provided in this Agreement through email communication or conventional mail. If any such changes or modifications are unacceptable to You, You may terminate Your Reseller Services account as provided in this Agreement.

By accepting the terms and conditions of this Agreement, You further (a) represent and warrant that You represent Your business registered with all necessary local and state agencies and (b) agree to provide and maintain true, accurate, current and complete contact information about Yourself and Your place of business as required by this Agreement such as name, address, city, state, zip code, phone number(s), fax number(s) and email address(s). If any information about You or Your place of business is or becomes untrue, inaccurate, not current or incomplete and we cannot contact you, We have the right to terminate Your Reseller Account without notice and refuse You any further participation in the EZ-DigiSign™ Services.

Appointment

Upon Our acceptance of this Agreement, We recognize You as one of the authorized Resellers in the Program to actively promote and resell Member Accounts to Members You sign up ("Your Members"). We may at any time appoint other Resellers in the Program to use and resell EZ-DigiSign™ Services and promote and resell Member Accounts, and We may use EZ-DigiSign™ Services and promote and sell Member Accounts.

Assignment

No assignment of this Agreement is permitted.

Use of Reseller Services License:

We grant to You a non-exclusive, non-transferable, limited license to use the Reseller Account and to buy from Us and then resell Member Accounts. Your Reseller Account cannot be assigned or transferred to any other person or entity without Our prior written consent. As a Reseller, You have the right to resell Member Accounts, including signing up new Members and establishing their passwords.

Your Reseller Responsibilities:

You will use Your best efforts to actively promote and resell Member Accounts in compliance with applicable international, federal, state and local laws and regulations. You may use the EZ-DigiSign™ logo provided that you will provide us in writing, any proposed use of the logo and receive our written consent to do so prior to actually using the logo. You will set Your own prices for the Member Accounts you resell.

To begin, you pay Us the initial fees to open Your Reseller Account. In addition, You will pay Us the current applicable monthly fee for active Member Accounts ("Member Monthly Fees"). You are responsible to maintain one (1) active Member Account at all times to have access to Your Reseller Account without charge of the Reseller Account monthly fee. A Member Account may be used for Your EZ-DigiSign or another EZ-DigiSign. Additional accounts may be purchased.

The Member Monthly Fees entitle Your Members for whom they are paid to use their Member Accounts during the month paid. Member Accounts of Your Members for whom You do not pay the Member Monthly Fees will have their right to use the Member Accounts terminated or, in Our discretion, such Member Accounts will be transferred to Us, without compensation to You of any kind, in which event You will no longer have the right to resell Member Accounts to such Members. We reserve the right to change Our fees and prices for Reseller Accounts and Member Accounts at any time. You agree not to make any representations or warranties about Your Reseller Account or Member Accounts that We have not first approved in writing.

If You choose to create a website for Your use to promote EZ-DigiSign™ Services, You will regularly maintain Your site so that its contents are current, accessible and in good taste. You will be solely responsible for the development, operation and maintenance of Your site and all contents on Your Site. For example, (a) You are responsible for the technical operation of Your site; (b) You are expressly prohibited from using Your site to post any unlawful, inaccurate, threatening, libelous, obscene, profane, or sexually offensive or objectionable information, and from engaging any other form of activity of any kind that would infringe any intellectual property rights or any other rights of any person or entity, constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national, or international law.

You will regularly monitor Your Members' EZ-DigiSigns so that their contents are current, accessible and in good taste. You are required to terminate any of Your Members' Accounts that violate the Member Terms and Conditions found at <http://www.ezdigisign.com/terms.html>. For example, You are required to terminate any of Your Members' Accounts which; (a) post any unlawful, inaccurate, threatening, libelous, obscene, profane or sexually offensive or objectionable information, or engage in any other form of activity of any kind that would infringe any intellectual property rights or any other rights of any person or

entity, constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national, or international law.

We reserve the right to review or edit any material or information submitted for display or placed on an EZ-DigiSign™ server, with the exception of private electronic messages that will be reviewed only if required to do so by law. We may terminate immediately Your Reseller Account or the Member Accounts of any of Your Members who misuse any EZ-DigiSign™ Services.

Copyrights:

All rights, titles, and interests in downloaded software and/or information are and shall remain the exclusive property of the stated owners. You and Your Subscribers may not upload or reproduce in any way information protected by copyright without obtaining permission of the copyright owner. Only public domain files, and files in which the author has given express consent for on-line distribution, may be uploaded to software libraries. Failure to comply with this provision may result in immediate termination of Your Reseller and/or Your Members' Accounts.

You acknowledge and agree that EZ-DigiSign™ Services content including, but not limited, to, text, technology, software, music, sound, logos, trademarks, service marks, photographs, graphics, or video, are protected by copyright, trademark, patent, or other proprietary rights and laws, and may not be used in any manner, except as provided in this Agreement. Neither You nor Your Members may decompile, reverse engineer, disassemble, or otherwise reduce EZ-DigiSign™ Services software to a human-perceivable form. You may not modify, rent, lease, loan, sell, distribute, or create derivative works based on EZ-DigiSign™ Services in whole or in part.

You shall retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights which You obtain) in data, HTML, images, text and other content that You own.

Security:

You and Your Members are responsible for the protection of Your and their account numbers, passwords, and all charges associated with Your and their accounts. In the event of any unauthorized access to Your Reseller Account or Your Members' Accounts, You must immediately notify Us; however, you will remain responsible for all charges until We acknowledge in writing receipt of Your notice. To protect Yourself from unauthorized access to Your Reseller Account, We highly recommend that You change Your password at least quarterly, and that You do not share Your Reseller Account number and/or password with anyone. Your Members should take similar precautions with their Member Accounts.

Payment

Method of Payment:

Your signup fee is due immediately upon registration. All subsequent charges or fees will be automated by electronic (wire) check transfer or credit card transaction. Funds will either be automatically withdrawn from your checking account or charged to your credit card each month. You may not place orders or attempt to pay for EZ- Net Tools™ Services using any expired, false, or unauthorized bank or credit card. Automated electronic check funds transferred on closed accounts or insufficient fund checks are subject to a twenty-five dollar (\$25.00) handling fee. We reserve the right to cancel Your Reseller Account and retain Your Members' Accounts without notice, upon rejection of any credit card charges, nonpayment of authorized charges by Your bank, returned check or any other indication of credit problems.

Charges:

You are responsible for payment of all charges and fees, including Member Monthly Fees, as provided in this Agreement or later modified by notice to You. Due to costs incurred in setting up accounts, all moneys paid to Us are non-refundable. We reserve the right to negotiate payment options and adjust payment plans on a case by case basis in Our sole discretion. Use of certain special EZ-DigiSign™ features may be subject to additional charges.

We reserve the right to change Our charges or fees or institute new charges or fees at any time, effective upon a thirty (30) days' notice to You.

There is a \$2.00 charge for statements sent via regular mail each month. This charge can be avoided by accepting statements via electronic mail.

Late Payment:

A finance charge of one and one-half percent (1.5%) per month shall be added to all outstanding amounts past due in the case of declined credit card or returned check. If payment is not received by the next billing cycle (30 days), You will receive a notice that payment, including finance charge, is due and that Your Reseller Account will be locked if not paid in fifteen (15) days. A 'Lock' will not allow You to access Your Reseller or Member Accounts. If payment is not received by the next billing cycle (60 days), You will receive a notice that payment, including finance charges, is due and Your Member Accounts will be transferred to Us without compensation of any kind to You and Your Reseller Account will be terminated, if We do not receive payment in fifteen (15) days.

We may seek to recover from You past due charges or other amounts owed to Us, in which event You agree to pay all attorneys' fees and costs incurred by Us, with or without legal action, to collect such amounts.

General Provisions

Termination:

Your Reseller Account may be terminated by either You or Us. You may terminate Your Reseller Account by sending written notice to Us using either electronic or conventional mail provided that Your payments are current and all other terms and conditions have been met. Termination will be effective on the day that We receive the notice or on the future date specified in the notice.

Your Members' Accounts may be terminated by either You, Us, or the Member. You may terminate any of Your Members' Accounts by sending written notice to the Member and Us using either electronic or conventional mail. Termination will be effective on the day that We receive the notice or on the future date specified in the notice.

We may terminate Your Reseller Account or Your Members' Accounts at any time for any reason upon ninety (90) days' advance written notice sent by using electronic or conventional mail. If you prepay any accounts, You forfeit any remaining balances on the prepaid accounts. You are liable for any charges incurred by Your Members until termination. You must refund to Your Members all advance Member payments to You upon termination of Your Reseller Account.

We reserve the right to terminate Your Reseller Account without notice upon a breach or misuse of any kind of this Agreement or the Member Terms and Conditions.

Relationship of Parties:

You are an independent contractor, and nothing in this Agreement creates any partnership, joint venture, agency, franchise or employment relationship between You and Us. You have no authority to make or accept any representations or agreements on Our behalf.

Changing Account Options:

Resellers may request a change among available account options at any time by sending email or conventional mail to the Company at, 310 North 2nd East, Suite 108, Rexburg, ID, 83440. Account changes will be effective at the first billing cycle following receipt of the change request. You must promptly notify Us of any changes in billing address, by either email or standard mail.

Disclosure:

You agree that We may disclose any non-public information about You, including but not limited to, registration information, in the good faith belief that such action is reasonably necessary: (a) to comply with the law; (b) to comply with legal process; (c) to enforce this Agreement; (d) to respond to claims that You are engaged in activities that violate the rights of third parties; or (e) to protect Our or others' rights or interests; provided, however, that nothing in this paragraph shall impose a duty on Us to make any such disclosures.

Technical Access:

You acknowledge and agree that technical processing of information related to Your Reseller Account or Your Members' Accounts may be required for Us (a) to function; (b) to conform to the technical requirements of connecting networks; or (c) to conform to other similar technical requirements. You also acknowledge and agree that We and/or Our authorized agents may access Your Reseller Account or Your Members' Accounts and their contents as necessary to identify or resolve technical problems or respond to complaints about You, Your Members, Us, or EZ-DigiSign™ Services.

Disclaimer of Warranties and Limitation of Liabilities:

WE DO NOT WARRANT OR REPRESENT THAT THE EZ-DIGISIGN™ SERVICES OR INFORMATION CONTAINED ON THE EZ-DIGISIGN™ SERVER WILL MEET YOUR OR YOUR MEMBERS' REQUIREMENTS OR THAT THE OPERATIONS OF THE EZ-DIGISIGN™ SERVER WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF EZ-DIGISIGN™ SERVICES.

EZ-DIGISIGN™ SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NEITHER THIS AGREEMENT NOR ANY DOCUMENTATION FURNISHED UNDER THIS AGREEMENT IS INTENDED TO EXPRESS OR IMPLY ANY WARRANTY THAT THE EZ-DIGISIGN™ SERVICES OR EZ-DIGISIGN™ SERVER WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE.

YOU ACKNOWLEDGE AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE EZ-DIGISIGN™ SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLEY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/ OR DATA.

NEITHER WE NOR OUR OWNERS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, EMPLOYEES AND/OR AGENTS SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES (INCLUDING WITHOUT LIMITATION BREACH OR

TERMINATION OF THIS AGREEMENT WHATEVER THE REASON) OR LEGAL THEORIES (INCLUDING WITHOUT LIMITATION CONTRACT, TORT, NEGLIGENCE AND STRICT LIABILITY) WHATSOEVER, FOR LOSS OF BUSINESS, PROFITS OR GOODWILL, OR LOSS OF DATA OR USE OF DATA OR INTERRUPTION OF BUSINESS, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES OF ANY NATURE FOR ANY REASON, EVEN IF WE ARE AWARE OF THE RISK OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THAT RESULT IN ANY WAY FROM YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE EZ-DIGISIGN™ SERVICES, YOUR RELATIONSHIP WITH ANY OF YOUR MEMBERS OR ANY THIRD PARTY, OR YOUR USE OF OR INABILITY TO USE ANY EZ-DIGISIGN™ SERVICES, OR THAT RESULT FROM ERRORS, DEFECTS, OMISSIONS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY OTHER FAILURE OF PERFORMANCE OF THE EZ-DIGISIGN™ SERVICES, EZ-DIGISIGN™ OR US. OUR LIABILITY TO YOU AND YOUR MEMBERS SHALL NOT, FOR ANY REASON, EXCEED IN TOTAL, REGARDLESS OF THE BASIS OR LEGAL THEORY OF YOUR OR THEIR CLAIM THEREFOR, THE AGGREGATE AMOUNTS PAID BY YOU TO US.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIABILITIES. SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity:

You agree to indemnify, defend and hold harmless Us and each of Our owners, parents, subsidiaries, affiliates, officers, directors, shareholders, members, partners, employees and agents, from any and all claims or demands, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of Your conduct, Your use of any EZ-DigiSign™ Service, Your relationship with Your Members or any third party, any alleged violation of this Agreement or Member Terms and Conditions, or any alleged violation of any rights of another, including, but not limited to, Your use of any content, trademarks, service marks, trade names, copyrighted or patented material, or other intellectual property used in connection with Your EZ-DigiSign or any EZ-DigiSign of any of Your Members. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnity by You, but doing so shall not excuse Your indemnity obligations.

Notices:

Any notices or communications under this Agreement shall be via electronic mail or in writing and shall be deemed delivered upon receipt by the party to whom such communication is directed, at the address specified below. If to Us, such notice shall be addressed to accounting@eznettools.com or EZ-NetTools, 310 N. 2nd East, Suite 108, Rexburg, Idaho 83440. If to You, such notice shall be addressed to the electronic or mailing address specified when you register to open

Your Reseller Account with Us. Either You or We may change the address for notice by giving the other notice as provided above.

Force Majeure:

Neither party shall be liable to the other for any delay or failure in performance or interruption of service under this Agreement resulting directly or indirectly from acts of nature or causes beyond its reasonable control.

Disparagement:

During the term of this Agreement, You will not disparage Us, Our marks, Our website or any of our products or services, or display any such items in a derogatory or negative manner on any of Your websites.

Entire Agreement:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the parties.

Survival:

The provisions of this Agreement under the captions Your Reseller Responsibilities, Copyrights, Security, Charges, Billing, Method of Payment, Late Payment, Termination, Relationship of Parties, Disclosure, Technical Access, Disclaimer of Warranties and Limitations of Liabilities, Indemnity, Notices, Force Majeure, Entire Agreement and General shall survive the termination of this Agreement, whatever the reason.

General:

This Agreement and the relationship between You and Us shall be governed by the laws of the State of Idaho without regard to conflict of law provisions. You and We agree to submit to the personal exclusive jurisdiction of the District Court of the State of Idaho for the County of Madison or the United States District Court for the District of Idaho. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of this Agreement shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action by You arising out of or related to this Agreement or use of or participation in the EZ-DigiSign™ Services by You or Your Members must be filed within one (1) year after such claim or cause of action arose, or be forever barred, and You waive trial by jury.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

Supplier

The supplier of the package components included in the initial fee for this Reseller Program is the Company, 310 North 2nd East, Suite 108, Rexburg, ID 83440.

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS.

Executed this _____ day of _____, 20_____.

Purchaser Name: _____

By: _____
Printed Name of Representative

Purchaser Representative Signature: _____

Title: _____

EZ-NetTools

By _____

Its _____

Attachment A

Program Components

Your sign up includes the following Program components:

1. **EZ-DigiSign™ Reseller Account**
 - Account Management Suite
 - View Accounts
 - Account Manager
 - E-Mail Members
 - Retrieve Passwords
 - EZ-SiteDuplicator
 - Customer Comments
 - Reseller Configurator
 - Profile
 - Edit Documents
 - EZ-AdManager
 - Online Billing System
 - Accounts Receivable
 - Accounts Payable
 - Online Terminal
 - Online Reporting System
 - Sales Reports
 - Resources
 - Reseller Tools Online Help
 - Online Reseller Training
 - EZ-NetAdvantage Subscription

2. **EZ-DigiSign Member Account**
 - EZ-Sign Manager™
 - EZ-PageBuilder™
 - EZ-FileManager™
 - EZ-Calendar™
 - Site Management Toolset
 - View Counters
 - Domain Manager
 - Backup Files
 - Account Management Toolset
 - Edit Contact Information
 - Change Password
 - Accounts Payable
 - View Configuration
 - Constraint Usage

- Hosting
 - 50 MB Web space

3. **EZ-DigiSign™ and Technical Support Orientation**

We provide You with Reseller orientation to the Company and EZ-DigiSign™ via telephone by a qualified representative of the Company. The purpose of the Reseller orientation is to help You become acquainted to EZ-DigiSign™ and the services of the Company.

We also provide You with technical support orientation via telephone by a qualified representative of the Company. The purpose of the technical support orientation is to help You become acquainted with the technical support services of the Company.

4. **Technical Support**

We provide You with access to on-going technical support services provided by qualified representatives of the Company via telephone, facsimile, support website, electronic mail, or regular mail, free of charge (excluding any applicable telephone tolls). The Company's ongoing consultation and technical support services are designed to provide assistance relating to the use of EZ-DigiSign™ Services for as long as this Agreement remains in effect.

Attachment B

Program Fees

The one time set-up fee includes the following:

One (1) Reseller Account, five (5) EZ-DigiSign Member Accounts. Access to online EZ-DigiSign Services materials, and to ongoing technical support in order to provide Web solutions to You and Your clients.

Reseller Program Fees

The Reseller Program has a one-time set-up and a recurring fee as follows:

Account	One-Time Fee	Recurring Fee
Reseller Account	\$495	\$0*

**There is no recurring fee for the Reseller Account, however, at least one EZ-DigiSign Member Account must be active at all times.*

Member Account Fees

Monthly fees are charged for each active EZ-DigiSign Member Account **at the rate of \$49.95 per month.**

Additional Member Accounts

Additional Member Accounts may be purchased at the following one-time fee rates:

EZ-DigiSign Member Accounts

1 - 4 Accounts..... \$99.95 each

5 - 9 Accounts..... \$89.95 each

10 or more Accounts..... \$79.95 each

Payment

Payment in full is due upon execution of this Agreement. We accept major credit cards, bank money orders, wire transfers, personal and business checks, and cashier's checks for payment of the initial fees. Any applicable sales, use or other taxes are not included and are Your responsibility.

Initial Fees:

Reseller Account	\$ 499.99
1st Month Service	\$ 49.99
Total	\$ 549.98