

## NON-COMPETITION AGREEMENT

**THIS NON-COMPETITION AGREEMENT** (the “Agreement”) is made and entered into as of January 31, 2008 (the “Effective Date”), by and between Harrison Cox Technologies, Inc., an Ohio corporation (“HCT”), and Melissa Raulston, an individual (the “Shareholder”). Terms not otherwise defined herein shall have the meaning ascribed to them in that certain Asset Purchase Agreement, dated as of the date hereof (the “Main Agreement”).

### RECITALS

**WHEREAS**, concurrently with the execution of this Agreement, Harrison Cox Technologies, Company and the Shareholder are entering into the Main Agreement, pursuant to which Harrison Cox Technologies will acquire substantially all of the assets of Company;

**WHEREAS**, Shareholder was the Chief Executive Officer and founder of Company and possesses confidential and proprietary information regarding the business currently conducted by Company (the “Business”) and will receive substantial consideration pursuant to the Main Agreement;

**WHEREAS**, to accord Harrison Cox Technologies the full value of its acquisition of Company and the Business, it is a condition to the closing of the transactions contemplated by the Main Agreement that the Shareholder enter into this Agreement with Harrison Cox Technologies; and

**WHEREAS**, as an inducement to Harrison Cox Technologies to enter into the Main Agreement and for other good and valuable consideration, the Shareholder is willing to refrain from competing with Harrison Cox Technologies as herein provided.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto covenant and agree as follows:

**1. Acknowledgements by Shareholder.** Shareholder acknowledges that by virtue of her position with Company she has developed considerable expertise in the business operations of Company and has had extensive access to trade secrets and other confidential information of Company. Shareholder further acknowledges that Harrison Cox Technologies would be irreparably damaged, and its substantial investment in the Company materially impaired, if Shareholder were to enter into an activity competing with the business of the Company (or any subsidiary, Affiliate (as defined below) successor or acquiror of Company) in violation of the terms of this Agreement or if Shareholder were to disclose or make unauthorized use of any confidential information concerning the business of Company (or any subsidiary, successor or acquiror of Company). Accordingly, Shareholder expressly acknowledges that she is voluntarily entering into this Agreement and that the terms and conditions of this Agreement are fair and reasonable to Shareholder in all respects.

**2. Restricted Period.** This Agreement shall expire three (3) years following the Effective Date and shall be referred to herein as the “***Restricted Period.***”

**3. Non-Competition.** During the Restricted Period and within the Restricted Territory, Shareholder shall not, directly or indirectly, without the prior written consent of Harrison Cox Technologies, own, manage, operate, join, control, finance or participate in the ownership, management, operation, control or financing of, or be connected as an officer, director, employee, partner, principal, agent, representative, or consultant of any entity or person engaged in any activity that is similar to (a) the business of Harrison Cox Technologies as of the Effective Date, or (b) any business that engages in providing web hosting, website design, website development, or develops and/or sells Content Management software in any state or jurisdiction inside or outside of the United States (the “*Restricted Business*”). Notwithstanding the above, Shareholder shall not be deemed to be in contravention of the foregoing if Shareholder participates as a passive investor holding up to 1% of the equity securities of an entity engaged in the Restricted Business, which securities are publicly traded. Notwithstanding all other provisions in this Agreement, HCT understands that Shareholder teaches web design and management and will be engaged in such non-commercial activity during the Restricted Period. HCT and Shareholder explicitly agree that such activity is allowed.

**4. Non-Interference / Non-Disparagement.** Shareholder further agrees that during the Restricted Period, she will not, without the prior written consent of Harrison Cox Technologies, (a) interfere with the business of Harrison Cox Technologies, by soliciting, attempting to solicit, inducing or attempting to induce any employee or consultant of Harrison Cox Technologies to terminate her or his employment as such in order to become an employee, consultant or independent contractor to or for any competitor of Harrison Cox Technologies or to or for any company with which Shareholder is associated in any way; (provided that, in the absence of a violation of this Section 4, this restriction shall not be construed as a prohibition against hiring); or (b) induce or attempt to induce any customers, suppliers, distributors, resellers, or independent contractors of Harrison Cox Technologies to terminate their relationships with, or to take any action that would be disadvantageous to the business of Harrison Cox Technologies. Shareholder agrees that during the Restricted Period she will refrain from making any representation, statement, comment or any other form of communication (hereinafter collectively referred to as a "representation"), whether written or oral, to any person or entity, including but not limited to the principals, customers, suppliers and competitors of Harrison Cox Technologies, which representation reflects any opinion, judgment, observation or representation of fact, which has the effect or tendency or could have the effect or tendency to disparage, denigrate, criticize or otherwise reflect negatively on Harrison Cox Technologies or its products, services, officers, directors, shareholders, employees or investors.

**5. Representations and Warranties.** Shareholder represents and warrants, to and for the benefit Harrison Cox Technologies, that: (a) she has full power and capacity to execute and deliver, and to perform all of Shareholder’s obligations under, this Agreement; and (b) neither the execution and delivery of this Agreement nor the performance of this Agreement will result directly or indirectly in a violation or breach of (i) any agreement or obligation by which she or any of her Affiliates or subsidiaries is or may be bound, or (ii) any law, rule or regulation. Shareholder’s representations and warranties shall survive the expiration of the Restricted Period for an unlimited period of time.

**6. Independence of Obligations.** The covenants of Shareholder set forth in this Agreement shall be construed as independent of any other agreement or arrangement between

Shareholder, on the one hand, and Harrison Cox Technologies or any of its Affiliates or subsidiaries, on the other hand, and the existence of any claim or cause of action by Shareholder against Harrison Cox Technologies or any of its Affiliates or subsidiaries shall not constitute a defense to the enforcement of such covenants against Shareholder.

**7. Remedies.** Shareholder expressly acknowledges that damages alone will not be an adequate remedy for any breach by Shareholder of any of the covenants set forth in this Agreement and that Harrison Cox Technologies, in addition to any other remedies which they may have, shall be entitled, as a matter of right, to injunctive relief, including, without limitation, specific performance, in any court of competent jurisdiction with respect to any actual or threatened breach by Shareholder of any of said covenants. The rights and remedies of Harrison Cox Technologies under this Agreement are not exclusive of or limited by any other rights or remedies which it may have, whether at law, in equity, by contract or otherwise, all of which shall be cumulative (and not alternative). Without limiting the generality of the foregoing, the rights and remedies of Harrison Cox Technologies under this Agreement, and the obligations and liabilities of Shareholder under this Agreement, are in addition to their respective rights, remedies, obligations and liabilities under the law of unfair competition, under laws relating to misappropriation of trade secrets, under other laws and common law requirements and under all applicable rules and regulations. Shareholder's obligations under this Agreement are absolute and nothing in this Agreement shall limit any of Shareholder's obligations, or the rights or remedies of Harrison Cox Technologies under the Main Agreement; and nothing in the Main Agreement shall limit any of Shareholder's obligations, or any of the rights or remedies of Harrison Cox Technologies under this Agreement. Other than a breach by Harrison Cox Technologies as a result of its failure to pay the Purchase Price to Seller, no breach on the part of Harrison Cox Technologies or any other party of any covenant or obligation contained in the Main Agreement or any other agreement or by virtue of any failure to perform or other breach of any obligation of Harrison Cox Technologies or any other Person shall limit or otherwise affect any right or remedy of Harrison Cox Technologies under this Agreement.

**8. Severability.**

If any provision of this Agreement shall be held by a court of competent jurisdiction to be excessively broad as to duration, activity, geography, or subject, it shall be deemed to extend only over the maximum duration, activity, geographic extent, and subject as to which such provision shall be valid and enforceable under applicable law. In the event that any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**9. Notices.** Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service or by facsimile) to the address and facsimile telephone number set forth beneath

the name of such party below (or to such other address and facsimile telephone number as such party shall have specified in a written notice given to the other parties hereto):

If to Harrison Cox Technologies: To the address of Harrison Cox Technologies set forth in the Main Agreement

If to the Company: To the address of the Company set forth in the Main Agreement

If to Shareholder: the address set forth below Shareholder's name on the signature page hereto

**10. Waiver.**

(a) No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(b) No Person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

(c) Except as specifically provided herein, the obligations of Shareholder under this Agreement shall survive the expiration of the Restricted Period. The expiration of the Restricted Period shall not operate to relieve the Shareholder of any obligation or liability arising from any prior breach by Shareholder of any provision of this Agreement.

**11. Assignment.** This Agreement shall be assignable by any or all of Harrison Cox Technologies or Company to any of its or their assignees or successors and each of such assignees or successors is hereby expressly authorized to enforce this Agreement. This Agreement is not assignable or delegable by Shareholder.

**12. Amendment.** This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of all of the parties hereto.

**13. Entire Agreement.** This Agreement and the other agreements referred to herein set forth the entire understanding of the parties hereto relating to the subject matter hereof and thereof and supersede all prior agreements and understandings among or between any of the parties relating to the subject matter hereof and thereof.

**14. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Harrison Cox Technologies and Company and their respective assignees and successors, and Shareholder and Shareholder's heirs and personal representatives.

**15. Further Assurances.** Shareholder shall (at Harrison Cox Technologies' sole expense) execute and/or cause to be delivered to Harrison Cox Technologies (and each Indemnitee, if applicable) such instruments and other documents, and shall (at Harrison Cox Technologies's sole expense) take such other actions, as Harrison Cox Technologies and such Indemnitee may reasonably request at any time (whether during or after the Restricted Period) for the purpose of carrying out or evidencing any of the provisions of this Agreement.

**16. Governing Law; Venue.**

(a) This Agreement shall be construed in accordance, and governed in all respects by, the internal laws of the State of Florida (without giving effect to principles of conflicts of laws).

(b) Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement may be brought or otherwise commenced in any state or federal court located in the State of Florida. Each party to this Agreement: (i) expressly and irrevocably consents and submits to the jurisdiction of each state and federal court located in Florida (and each appellate court located in the State of Florida) in connection with any such legal proceeding; (ii) agrees that service of any process, summons, notice or document by U.S. mail addressed to him at the address set forth on the signature page of this Agreement shall constitute effective service of such process, summons, notice or document for purposes of any such legal proceeding; (iii) agrees that each state and federal court located in the State of Florida shall be deemed to be a convenient forum; and (iv) agrees not to assert (by way of motion, as a defense or otherwise), in any such legal proceeding commenced in any state or federal court located in the State of Florida, any claim that such party is not subject personally to the jurisdiction of such court, that such legal proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

(c) Nothing in this Section 17 shall be deemed to limit or otherwise affect the right of Harrison Cox Technologies or any other Indemnitee to commence any legal proceeding other than one concerning or relating to this Agreement against Shareholder in any forum or jurisdiction.

**17. Signature.** This Agreement will be deemed to have been executed for all purposes when the Shareholder signs and dates the omnibus signature page.

**18. Headings.** The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

**19. Construction.**

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

(b) The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words “*include*” and “*including,*” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “*without limitation.*”

(d) Except as otherwise indicated, all references in this Agreement to “*Sections*” and “*Exhibits*” are intended to refer to Sections of this Agreement and Exhibits to this Agreement.

**20. Attorneys’ Fees.** If any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys’ fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

**21. Defined Terms.** For purposes of this Agreement:

(a) “*Affiliate*” means, with respect to any specified Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified Person.

(b) “*Person*” means any: (1) individual; (2) corporation, general partnership, limited partnership, limited liability partnership, trust, company (including any limited liability company or joint stock company) or other organization or entity; or (3) governmental body or authority.

(c) “*Restricted Territory*” means any city and county or similar political subdivision of each state of the United States of America (including each of the counties in the State of Florida, and each state, territory or possession of the United States of America), and all foreign jurisdictions, including but not limited to all foreign cities, states, provinces, counties or other similar political subdivisions, worldwide.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date first above written.

**SHAREHOLDER**

Sign: \_\_\_\_\_

Name: Melissa Raulston

Address: \_\_\_\_\_

\_\_\_\_\_

**HARRISON COX TECHNOLOGIES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_