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Master Service Agreement Virtual Server Account

Contract for Virtual Server Accounts

The following agreement is between Intechnic Corporation, Inc., (here forth known as "Intechnic Corporation"), an Illinois Corporation, of One Hawthorn Place, 175 E. Hawthorn Pkwy., Suite 401 Vernon Hills, IL 60061, and you (here forth known as "CLIENT").

WHEREAS, Intechnic Corporation is an Internet presence provider connected to the Internet. Intechnic Corporation offers data storage and transfer services over the Internet through access to its equipment;

WHEREAS, Client seeks to utilize Intechnic Corporation equipment and software for its own purposes;

WHEREAS, the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, Intechnic Corporation can make no guarantee that any given person on-line shall be able to access any one of Intechnic Corporation's web servers at any given time. Intechnic Corporation represents that it shall make a good faith effort to ensure that its equipment is available as widely as possible and with as little service interruption as possible;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows;

I. Age of Majority:

Intechnic Corporation cannot accept agreements and payments from persons under the age of 18 years. Therefore, Intechnic Corporation requires that its agreements be made with a person who is

qualified to sign contracts. As such, the CLIENT must be over the age of 18 years. Otherwise, a parent or guardian must accept this agreement and ensure the proper payment.

II. Material and Products:

Client will provide Intechnic Corporation with material and data in a condition that is "server-ready", which is in a form requiring no additional manipulation on the part of Intechnic Corporation. Intechnic Corporation shall make no effort to validate this information for content, correctness or usability.

III. Competency:

Use of Intechnic Corporation's hosting service requires a certain level of knowledge in the use Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of Client's Web space by the Client.

IV. Contract Term

The minimum contract term for all virtual hosting accounts is three (3) months, or the term for which the hosting services were prepaid, whichever is longer.

V. Content:

1. Intechnic Corporation will exercise no control whatsoever over the content of the information passing through the network. Intechnic Corporation makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. Intechnic Corporation also disclaims any warranty of

merchantability or fitness for particular purpose and will not be responsible for any damages that may be suffered by the Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Client. Use of any information obtained by way of Intechnic Corporation is at the Client's own risk, and Intechnic Corporation specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of a connection to and does not represent guarantees of available end-to-end bandwidth. Intechnic Corporation expressly limits its damages to the Client for any non-accessibility time or other down time to the prorated monthly charge during the system unavailability. Intechnic Corporation specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

2. In the event that any particular clients' material is not "Server-ready", Intechnic Corporation may, at its option and at any time, reject this material, including but not limited to after it has been put on Intechnic Corporation's web servers. This includes Intechnic Corporation's right to disable such non-"Server-ready" materials, such as CGI scripts or programs which consume an unreasonable amount of CPU (Central Processing Unit) usage or RAM (Random Access Memory) as determined by Intechnic Corporation. Intechnic Corporation may also at its discretion at any time, suspend access to any client's website without notice, due to over-consumption of bandwidth (exceeding the account's monthly allowance in one day), CPU usage, or any other reason which might effect the performance of Intechnic Corporation services. Intechnic Corporation agrees to notify Client immediately of its refusal of the material and/or suspension of the account and afford Client the opportunity to amend or modify the material to satisfy the needs and/or requirements of Intechnic Corporation. If the Client fails to modify the material, as directed by Intechnic Corporation, within a reasonable period of time established by Intechnic Corporation, the Agreement shall be deemed to be terminated.

VI. IP Addresses

Intechnic Corporation may designate for Client's use on a temporary basis the number of Internet protocol Addresses ("IP Addresses"). Client acknowledges that IP addresses are assigned for exclusive use Intechnic Corporation, and are temporarily designated for Client's use as part of

the Services, and are not portable. Intechnic Corporation reserves the right to change the IP Address designations at any time. Intechnic Corporation shall use reasonable efforts to minimize inconvenience to Client resulting from such changes, and shall give Client reasonable notice of changes. Client agrees that it will have no right to use IP Addresses assigned to Intechnic Corporation upon termination of this Agreement, and that any change in IP Address Client may need to make after termination of this Agreement shall be the sole responsibility of the Client.

VII. Trademarks & Copyrights:

Client warrants that it has the right to use the applicable trademarks, if any, and grants Intechnic Corporation the right to use such trademarks in connection with Intechnic Corporation's service. This includes the right granted by Client to Intechnic Corporation to advertise the Client in conjunction with Intechnic Corporation's service.

VIII. Hardware, Equipment & Software:

The customer is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access Intechnic Corporation. This equipment includes a personal computer equipped Internet access via an ISP ("Internet Service Provider"). Intechnic Corporation makes no representations, warranties or assurances that the Customer's equipment will be compatible with the Intechnic Corporation service. Client understands that Intechnic Corporation is not an ISP and therefore will not provide dial-up or Broadband Internet access for the Client.

IX. Internet Etiquette:

Electronic forums such as mail distribution lists and UseNet news groups all have expectations regarding subject area and appropriate etiquette for posting. Users of these forums should be considerate of the expectations and sensitivities of others on the network when posting material for electronic distribution. The network resources of Intechnic Corporation may not be used to impersonate another person or misrepresent authorization to act on behalf of others or Intechnic Corporation. All messages transmitted via Intechnic Corporation should correctly identify the sender; users may not alter the attribution of origin in electronic mail messages or posting. Users must not attempt to undermine the security

or integrity of computing systems or networks and must not attempt to gain unauthorized access.

X. Termination:

This Agreement may be terminated by Intechnic Corporation at any time if the Client fails to comply with the terms of this Agreement.

This Agreement may be terminated by the Client by a written request at least 30 days prior to the date of desired termination. If this Agreement is terminated before the commencement of the contract term, the Client agrees to pay the termination fee equal to the remaining payments under the contract term.

XI. Limited Liability:

1. Client expressly agrees that use of Intechnic Corporation's equipment is at Client's sole risk. Neither Intechnic Corporation, its employees, affiliates, agents, third party information providers, resellers or the like, warrant that Intechnic Corporation's service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through Intechnic Corporation, unless otherwise expressly stated in this Agreement.

2. Under no circumstances, including negligence, shall Intechnic Corporation, its offices, agents or any one else involved in creating, producing or distributing Intechnic Corporation's service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use of Intechnic Corporation's service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to Intechnic Corporation's records, programs or services. Client hereby acknowledges that this paragraph shall apply to all content on Intechnic Corporation's Server service.

3. Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Client paid during

the term of this Agreement and any reasonable attorney's fee and court costs.

XII. Indemnification:

Client agrees that it shall defend, indemnify, save and hold Intechnic Corporation harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against Intechnic Corporation, its agents, its customers, resellers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless Intechnic Corporation against Liabilities arising out of

(i) any injury to person or property caused by any products sold or otherwise distributed in connection with Intechnic Corporation's equipment; (ii) any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party; (iii) copyright infringement and (iv) any defective product which Client sold using Intechnic Corporation's service.

This agreement represents the complete agreement and understanding between Intechnic Corporation and the Client and supersedes any other written or oral agreement. Upon notice published on-line via www.intechnic.com, Intechnic Corporation may modify these terms and conditions, amplify them, and/or modify the prices, as well as discontinue changing the services offered. Submission of your account order shall constitute your complete acceptance of these Terms and Conditions.

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

Acceptable Use Policy

I. Restricted Content

Client is expected to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. Client is expected to use his/her account for the purposes of maintaining a website only. Common sense is the best guide as to what is considered acceptable use.

Intechnic Corporation forbids websites with child pornography and distribution of adult website passwords. Clients whose accounts are found in

violation of this policy may, at the discretion of Intechnic Corporation, have their account(s) terminated without notice and are subject to a maximum clean-up/disconnect fee. Clients whose website promotes activities that violate federal, state, local laws and/or violation of U.S. export restrictions are also not welcome at Intechnic Corporation. This includes "warez" sites (freely distributing copyright programs), or sites promoting hacking and/or cracking programs.

Clients whose accounts are found in violation of this policy may, at the discretion of Intechnic Corporation, have their account(s) terminated without notice and are subject to a maximum clean-up/disconnection fee. Additionally, Intechnic Corporation may contact the Software & Information Industry Association ("SIIA") and release any information in connection with any illegal activities relating to software piracy on the Client's account.

IRC Bots, or any other automaton programs written in C, Perl or IRC-script used specifically in conjunction with IRC are not allowed. These programs tie up system resources and are in no way related to maintaining a website. The first violation of this policy will result in the IRC-related program to be removed from the Client's account and Intechnic Corporation will notify the Client immediately of the violation. The second violation of this policy may, at the discretion of Intechnic Corporation, result in the Client's account(s) being terminated without notice and a maximum clean-up/disconnect fee.

Intechnic Corporation acknowledges the abundance of other actions that may result in disruption of Intechnic Corporation's network or its services and therefore, reserves the right, at any time, to assess the activities of a hosting account in order to determine its compliance to the Web Services Hosting Agreement and to determine if the hosting account is causing other detriments to the quality of service of other accounts of Intechnic Corporation or, in general, the Internet. If such activity is found, at the discretion of Intechnic Corporation, the aforementioned account may be terminated without notice and be subject to a maximum clean-up/disconnect fee.

Simply put, we ask that you use your account for the purposes of hosting a professional, and a legal website.

II. E-mail/Spam Policy

Spamming is the sending of unsolicited e-mail, regardless of size or volume, to unknown persons or to people without their prior consent. Using fictitious e-mail addresses, @intechnic.com or any domain name hosted with Intechnic Corporation is strictly forbidden. Spamming also includes sending unsolicited advertisements to numerous e-mail addresses or newsgroups and/or generating a significantly higher volume of outgoing email than a normal user. A violation of this policy extends to clients who send unsolicited e-mail from a domain name not affiliated or hosted with Intechnic Corporation but the mail message makes mention of a website hosted with Intechnic Corporation.

Intechnic Corporation allows clients to send mailings to subscribers of their own mailing list. Such mailings must have explicit instructions to the recipient on how to remove his/her name from the list, and all requests to do so must be honored immediately. Client agrees not to send mailings to lists provided by an outside agency or individual. Client further agrees not to provide mailing list services to others. Due to the nature of a shared-server environment, Intechnic Corporation requests that mailing lists be sent during non-peak hours, specifically between the hours of 1:00 am and 5:00 am, Central Time. Intechnic Corporation reserves the right to terminate a client's mailing program, whether provided by Intechnic Corporation or not, immediately and without notification to client if said list causes a problem with the e-mail services of other clients. Intechnic Corporation also reserves the right to forbid a client from utilizing any mail-sending program that jeopardizes the mail services of other clients.

Providing spamware or spam-related programs is strictly prohibited. Additionally, clients may not have e-mail lists available for download on the site.

Trolling, the posting of outrageous messages to generate numerous responses, is also not allowed. Mailbombing, the sending of multiple messages without significant new content to the same user and/or subscribing someone else to a mailing list without that person's permission, cross-posting articles to an excessive number of newsgroups, or attempting without authorization to enter into a secured computer system is strictly forbidden.

Intechnic Corporation reserves the right to determine what constitutes abuse of this policy. Clients whose accounts are found in violation of this policy may, at the discretion of Intechnic Corporation, have their account(s) terminated

without notice and may be subject to a maximum \$500 clean-up/disconnection fee. Sites closed for violations of this policy will not be reinstated under any circumstance.

III. Copyrighted Material

It is the responsibility of the client to ensure that all information within their account is their own work. Due to distribution rights of shareware programs, clients may not distribute freeware software programs unless the programs are their own work. Copyrighted materials include art, music and other works. MP3 is a popular file format for encoding music. While we do not ban MP3s, we do ask that any MP3s you have on your website are not in violation of any copyrights. Copyrighted music, in any format, cannot be placed within client's account without the appropriate authorization from the owner of such copyrights. Clients agree to indemnify Intechnic Corporation of any possible litigation involving trademark or copyrighted materials.

IV. Excessive Usage

Client agrees to take all responsibility for all programs including, but not limited to CGI, PHP scripts and MySQL queries executed under their account. Programs that consume an excessive amount of CPU run time or Random Access Memory (RAM) are not permitted. Client agrees and understands that such excessive use can have an adverse effect on the performance of the web server. Client agrees to accept responsibility for programs executed under his/her account, regardless of who authored the program. Intechnic Corporation reserves the right to suspend accounts without notice to clients who violate these terms. Intechnic Corporation has sole discretion over what constitutes excessive usage. Programs provided by Intechnic Corporation as an installable feature are not exempt from this policy. However the programs developed and installed by Intechnic Corporation are exempt, provided they are used according to our instructions.

III. Quality of Service

The fact that virtual server hosting is a shared environment leads to concerns regarding quality of service. It is important to restrict and limit what applications are executed in this environment to ensure the actions of one user does not have a noticeable adverse effect on the performance of the server, and degradation of quality of service.

Our approach is that virtual server clients eventually evolve into dedicated server clients. Simply put, a virtual server solution is not scalable and not meant for a "high-volume" website with dynamic content, which requires an "excessive" amount of system resources. Rather than accommodating and degrading QoS, we encourage virtual server clients who meet this criteria to move to a dedicated server, which is ideal for their needs. It is important for clients to understand that Quality of Service is lower on a virtual server solution than a dedicated server since it is a shared versus a non-shared environment.

To ensure the highest possible ongoing quality of service, Intechnic Corporation offers a Quality of Service Assurance to all virtual server clients. There are three areas which we address to ensure the highest possible quality of service possible.

In accordance with our Acceptable Uses Policy, if we find that any virtual server client is consuming an "excessive amount of CPU and/or RAM", AND that client is having a noticeable, adverse effect on the performance of that particular server, than Intechnic Corporation will immediately find and terminate the cause of such problem. These cases are usually poorly written Perl scripts, PHP scripts which excessively query the local MySQL/Microsoft SQL database server, and similar issues isolated to a single user.

If the incident is tracked to a particular user but the cause within the account is unknown, Intechnic Corporation may immediately suspend the user's account without warning in the interest of maintaining Quality of Service for all other users on that particular server. While this policy may upset the offending user, the other 99.9% of our clients will appreciate the consistent Quality of Service. If the same user continues to degrade Quality of Service, then Intechnic Corporation will ask that client to either upgrade to a dedicated server solution or find another hosting provider for their account.

I. 99.5% Service Uptime Guarantee

Because Intechnic Corporation guarantees a 99.5% uptime through our monitoring software, it is important to ensure all services (HTTPD, FTP, Telnet, SSH, SMTP, POP3, and MySQL) are not only "available" but also operational at all times. For example, a web server which returns a "503" HTTP response, which is a "Server Busy" error is not acceptable to the client. Therefore, there is a

significant difference between a service being available "available to open a Socket" and operational (performing normally).

Intechnic Corporation, unlike many other hosting providers, guarantees all services to be **operational** 99.5% of the time.

II. Network Performance Monitoring

Intechnic Corporation guarantees that at no time will our network traffic, both internal and external, become congested to the point of latency greater than 3 milliseconds going out of our network from our core router. Latency going out of our network can be tested at anytime via our trace route utility. Overall, we guarantee network availability 99.99% of the time per month.

Technical Support

Intechnic Corporation takes technical support seriously, having developed effective support system so that we may provide you with the answers you need, when you need them. With our

approach, your issues will be resolved in a timely and efficient manner.

On-line problems occur continuously. There might come a time when you cannot access your website or any other service. This is not necessarily due to Intechnic Corporation. Perhaps your ISP is experiencing technical difficulties, or there might be a routing problem between your ISP and Intechnic Corporation (network split), making communication difficult or impossible. We cannot bear the responsibility of such problems. We can guarantee uptime of our service, and not any one client's experience.

Intechnic Corporation will on occasion make upgrades to servers and/or networking equipment. Such maintenance will be performed during Maintenance Windows. Clients will receive at least 24 hours advance notice of any maintenance window via the e-mail address on file for the account. Any downtime that occurs during a scheduled maintenance window shall not be counted towards Intechnic Corporation's Uptime Guarantee.

BY SIGNING UP AND USING THE VIRTUAL HOSTING SERVICE OF INTECHNIC CORPORATION, YOU AGREE TO BE BOUND BY THIS SERVICE AGREEMENT (WHICH CONSISTS OF THE "VIRTUAL SERVER ACCOUNT CONTRACT", "ACCEPTABLE USAGE POLICY" and "QUALITY OF SERVICE" SECTIONS). IF YOU DO NOT WISH TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU MAY NOT SIGN UP OR USE THE VIRTUAL HOSTING SERVICE. IF YOU DO NOT WISH TO BE BOUND BY THE TERMS OF THIS AGREEMENT ANY MORE, YOU MAY CANCEL PER THE TERMS OUTLINED WITHIN THIS AGREEMENT UNDER 'X. TERMINATION'.