

SECTION B: EXECUTION

In accepting this offer, Customer is not relying on any representations or promises, whether written or oral, other than those contained in this Agreement. Customer understands the information contained in this Agreement is confidential and agrees not to disclose the information to any third party. To become effective, this Agreement must be signed by an Authorized Representative of Customer

Payment Terms

Dedicated server payments are due within 14 days of Invoice Date. Customer agrees to review each Invoice promptly and to report any dispute of Amount Due within 3 days of receipt of the Invoice. If Customer does not report a dispute within this time period, Customer shall have waived its right to dispute that Invoice.

Governing Law.

This Agreement shall be governed by the Laws of The Netherlands without regard to its principles of choice of law.

Notices.

All notices and other communications hereunder shall be in writing and shall be deemed to have been given as of the date of confirmed delivery, email delivery, or confirmed facsimile transmission. To be effective, Notices must be delivered either by Postal Service to: WeServIT Internet Solutions, Lambertusstraat 21, 5386 BA Geffen, The Netherlands or via facsimile at: +31(0)73-7114710

Waiver of Breach not Deemed Continuing.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach hereof.

Bankruptcy.

In the event of a bankruptcy or insolvency of either party, or if either party makes an assignment for the benefit of creditors, or takes advantage of any act or law for relief from debtors, the other party shall have the right to terminate this Agreement without further obligation or liability.

Business Relationship.

This Agreement shall not create any agency, employment, joint venture, partnership, or fiduciary relationship between the parties. Neither party shall have the authority to, nor shall either party attempt to create any obligation on behalf of the other party.

Indemnity.

Each party shall indemnify, defend, release, and hold harmless the other party from and against any action, claim, court cost, damage, demand, expense, liability, loss, penalty, proceeding, or suit together with related attorney's fees and costs (collectively "Claims") for damage to property or personal injuries, including death, as a result of an intentional or negligent act or omission on the part of the indemnifying party in connection with the performance of this Agreement or other activities relating to the Service, the property, or the facilities which are the subject of this Agreement. In the event a Claim relates to negligence of both parties, the relative burden of the Claim shall be attributed equitably between the parties in accordance with the principles of comparative negligence. The term "Property" shall include real, personal, tangible, and intangible property, including but not limited to data, proprietary information, intellectual property, trade secrets, trademarks, or service marks, licensing agreements, copyrights patents and knowledge.

The term "Personal Injuries" shall also include claims of libel, slander, or invasion of privacy arising directly or indirectly out of the provision of Service pursuant to this Agreement. In the event any action is brought against the indemnified party, such party shall immediately notify the indemnifying party in writing, and the indemnifying party, upon request, shall assume the cost of the defense on behalf of the indemnified party. The indemnifying party shall pay all expenses incurred by and satisfy all judgments rendered against the indemnified party provided that the indemnifying party shall not be liable for any settlement effected without its written consent.

Legal Construction.

In the event of a conflict between the provisions of these Terms and Conditions, a Supplement, or Exhibit, the conflict shall be resolved by reference to the documents in the following order of priority: (a) Exhibit; (b) Supplement; (c) Terms and Conditions. Notwithstanding the foregoing Exhibit requiring execution shall be binding unless and until it has been duly executed.

Limitation of Liability.

Companies liability arising out of: (a) the provision of Service; (b) delays in the restoration of Services; (c) mistakes, accidents, omissions, interruptions, errors or defects in transmission, shall be subject to the limitations as set forth below.

OTHER THAN THE INDEMNITY OBLIGATIONS HEREIN, IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER, CUSTOMERS' OWN CUSTOMERS, OR ANY THIRD PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR ANY TYPE OF INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, OR PUNITIVE DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORSEEABLE. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY AMOUNT IN EXCESS OF THE AGGREGATE AMOUNT COMPANY HAS PRIOR TO SUCH TIME COLLECTED FROM CUSTOMER WITH RESPECT TO SERVICES DELIVERED HEREUNDER.

System Maintenance.

In the event that Company determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted, Company will use good faith efforts to notify Customer prior to the performance of system maintenance and will schedule any regular maintenance during non-peak hours. In no event shall interruption for system maintenance constitute a failure of performance by Company.

Force Majeure.

Except for the obligations to make payments for amounts, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such parties performance of this Agreement is delayed or prevented by reason of Force Majeure. The term Force Majeure means an occurrence that is beyond the reasonable control of the party affected and occurs without its fault or negligence. If the supplier is unable to restore or provide Services for fourteen (14) consecutive days due to a Force Majeure event, Customer may cancel the affected Services.

Survival.

The covenants and agreements contained in this Agreement with respect to Payment Terms, Confidential Information, Limitation of Liability, and Indemnity shall survive termination of this Agreement, regardless of the reason for termination. The rights and obligations under this Agreement shall survive any merger or sale of either party and shall be binding upon the successors and permitted assigns of each party. Events of Default. A "Default" shall occur if (a) Customer fails to make payments as required under this Agreement and such failure remains uncorrected for seven calendar days after Invoice date; or (b) either party fails to perform or observe any material term or obligation (other than making payment) contained in this Agreement, and such failure remains uncorrected for thirty calendar days after written notice from the non-defaulting party. If Customer uses the Services for any unlawful purpose or in any unlawful manner, Company shall have the right to immediately suspend or terminate all Services hereunder without notice to the Customer. Amendments/Riders. This Agreement may only be modified or supplemented by an instrument in writing executed by each party.

Customer Requirements.

Performance of Equipment. Customer shall ensure that all equipment it brings onto premises will perform according to published technical specifications. Lawful Use. Customer acknowledges that Company is not responsible for the manner in which the Bandwidth is used by Customer or any other person or entity Customer permits to access such Bandwidth.

Anti-Spamming Policy.

COMPANY WILL NOT TOLERATE THE PRACTICE OF TRANSMITTING UNSOLICITED ELECTRONIC MAIL ("SPAMMING"). NEITHER THE CUSTOMER NOR THE CUSTOMERS USERS MAY SEND UNSOLICITED ELECTRONIC MAIL THAT INCLUDES COMPANIES LOGOS, TRADEMARKS, SERVICE MARKS, CIC CODES, HOSTED IP ADDRESSES, OR ANY VARIATION THEREOF. ACTS OF SPAMMING SHALL RESULT IN IMMEDIATE TERMINATION OF SERVICE AND THIS AGREEMENT.