

Global Internet Services, Inc.

Dedicated Server Agreement

This agreement dated _____ (the "Effective Date")

between Global Internet Services, Inc. ("GIS") and

_____ (the "Client").



1.0 Definitions.

1.1 "Client Data" means all supporting data files and data structures provided by the Client for its Dedicated Server.

1.2 "Dedicated Server" means the server, physical space and software services provided to the Client including but not limited to the HTTP service, FTP service, SMTP service, POP service, server extensions, third-party software.

1.3 "Physical Server" means the serving computers, hardware and operating system, and software necessary to operate and support the Dedicated Server in accordance with this Agreement.

1.4 "Schedule A" attached hereto and indicating the pricing structure of the service.

2.0 Scope of Services.

2.1 *Physical Server Hardware and Software Services.* GIS will provide the Physical Servers and other computer and operating system software to operate and support the Dedicated Server in a manner acceptable in the industry. Although GIS will make reasonable efforts to protect Client data, GIS is not responsible for the Client Data residing on the Dedicated Server. Client is ultimately and solely responsible for the backup of Client Data stored on GIS Dedicated Server.

2.2 *Physical Server Set-Up and Updating.* GIS owns the physical server. GIS will configure the Dedicated Server, and Client will load the Client Data onto the server computers so as to create a fully functional Internet presence. After the Dedicated Server is loaded, set up with the Client Data, and is fully operational, Client will be responsible for all server content management.

2.3 *Server Support.* One hour of support per month is included with GIS's Dedicated Server. Additional support can be purchased at the current rate, which is referenced on GIS's home page or upon request. Dedicated server support is subject to the support policies as referenced on GIS's home page.

2.4 *Physical Server Connection and Access.* GIS will provide connection of the Dedicated Server to the Internet, including all telecommunications equipment and connections for the Dedicated Server to provide public access on a 24-hour-a-day, 7-day-a-week basis, with the exception of scheduled maintenance downtime. GIS will its best efforts to provide uninterrupted Physical Server Connection and Access, except for scheduled maintenance downtime and any interruption to Physical Server Connection and Access beyond GIS's control caused by, for example, acts of nature, third-party equipment or transmission failures, or security breaches.

2.5 *Maintenance Services.* GIS will perform maintenance services as GIS determines reasonably necessary to maintain the continuous operation of the Dedicated Server. Client agrees to periodically scheduled maintenance downtime periods. GIS will provide prior notice of the maintenance downtime, except when circumstances beyond GIS's control which limit GIS's ability to do so.

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2.6 *Hardware, Equipment and Software.* Client is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access GIS. GIS makes no representations, warranties, or assurances that Client's equipment will be compatible with GIS's service.

3.0 Service Guarantee

If Customer notifies GIS immediately upon failure to access GIS's Network and GIS determines in its reasonable commercial judgment that GIS's Network is unavailable to Customer, the following will apply:

- If GIS so determines that GIS's Network is unavailable for one (1) or more consecutive hours during any calendar month, GIS, upon Customer's request, will credit Customer's account for such month the pro-rated charges for one (1) day's service.
- If GIS so determines that the Network is unavailable for an aggregate of four (4) hours during any calendar month, GIS, upon Customer's request, will credit Customer's account for such month for the pro-rated charges for one (1) week's service.

Scheduled maintenance and network down times caused by a third party connecting to GIS's network shall not be deemed unavailability of GIS Network. This paragraph states GIS's sole obligation and Customer's exclusive remedy for any unavailability of GIS's Network.

4.0 Payment Terms.

4.1 *Set-Up Fee.* Client will pay to GIS a one-time, non-refundable set-up fee according to GIS's current Dedicated Server Price Schedule, which is available on GIS's home page (www.globalinternet.net) or upon request.

4.2 *Service Fee.* Client will pay to GIS a monthly Service Fee for the services provide by GIS under this Agreement according to GIS's current Dedicated Server Price Schedule, which is available on GIS's home page or upon request. The Service Fee is billed to the Client at the beginning of each month and is due on the 20th day of the month in which the Service Fee is billed. The Service Fee is subject to adjustment, with notice, according to the current Dedicated Server Price Schedule.

4.3 *Contract Length and Cancellation.* The minimum contract period for a Dedicated Server is based on a one-year term. In the event Client cancels service, Client will be required to pay 75% of the monthly recurring fee for the equipment rental, for each month remaining in the term.

4.4 *Breach.* Upon a breach of the agreement pursuant to clause 6.4, GIS reserves the right to terminate service to Client. In the event GIS terminates service to Client because of a breach by Client, Client will be charged in full for the entire month in which the breach occurred.

4.5 *Tax.* These fees are exclusive of any and all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the services provided under this Agreement, except that Client's income taxes and any sales or similar taxes on the sale of the Client products and services to end users shall be the sole responsibility of the Client.

5.0 Representations and Warranties.

5.1 *Compliance with Law.* Client represent and warrant that Client will comply with all applicable state and federal laws Client's performance of this Agreement and in the use and operation of the Dedicated Server, including laws governing technology, software and trade secrets.

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5.2 *Authority to Contract.* Client represent and warrant that Client has full authority and right to enter into this Agreement and that there are no conflicting claims relating to the rights granted by this Agreement.

5.3 *Non-Infringement.* Client represent and warrant that Client's performance of this Agreement and providing the Web Service, including the software or data files, shall not infringe the intellectual property or other proprietary rights of any third party.

5.4 *GIS Performance.* GIS represents and warrants that GIS's services shall be performed in a professional and workmanlike manner, and the computer servers will be operated in accordance with GIS's obligations as defined by this Agreement.

6.0 Disclaimer of Warranties.

6.1 *Disclaimer.* EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED ABOVE, GIS MAKES NO WARRANTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, AND ALL SERVICES ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF NON-INFRINGEMENT.

6.2 *Risk of Use.* Client expressly agrees that use of GIS's Dedicated Server is at Client's own risk. Neither GIS, GIS employees, affiliates, agents, third-party information providers, merchants, licensors or the like, warranty that GIS service will not be interrupted or error free; nor does GIS make any warranty as to the results that may be obtained from the use of GIS's service or as to the accuracy, reliability or content of any information serviced or merchandise contained in or provided through GIS service, unless otherwise expressly stated in this Agreement.

6.3 *Limited Liability.* Under no circumstances, including negligence, will GIS, GIS officers, agents or anyone else involved in creating, producing or distributing GIS's service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use GIS's service. GIS will further not be liable for results from mistakes, omissions, interruptions, deletions of files, errors, defects, delays and operation, or transmission or failure of performance whether or not limited to acts of nature, communication failure, theft, destruction or unauthorized access to GIS's records, programs or services. Client acknowledge that this paragraph shall apply to all content on the GIS Dedicated Server.

6.4 *Remedy.* Client's exclusive remedy for all damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) will not (a) exceed the actual dollar amount which Client paid during the 12-month period prior to the date the cause of action arose, or (b) include any incidental, consequential, extemporaneous or punitive damages of any kind, including without limitation, loss of data, file, profit, good will, time, savings or revenue.

7.0 Term and Termination.

7.1 *Effective Date.* The Effective Date of this Agreement is the last date appearing below.

7.2 *Duration.* This Agreement will commence on the Effective Date for a term of one year. After one year this agreement shall continue on a month-to-month basis at the current term prices, unless two weeks prior notice of cancellation is given.

7.3 *Termination for Convenience.* Subject to Section 3.3, Client may terminate this Agreement at any time for Client's convenience by providing GIS with advance written notice; however, Client will be charged for 75% of the monthly recurring fee for the equipment rental space for each

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month remaining in which Client cancels GIS's service. No portion of Client's payment is refundable under this section.

7.4 *Breaches or Default.* The following constitute a breach or default of this Agreement:

- a) Client's failure to pay the current month's Service Fee by the tenth day of the following month,
- b) Client's violation of Section 8.0,
- c) Client's violation of 9.2, or
- d) Client's violation of Sections 4.1, 4.2 or 4.3.

7.5 *Special Lien on Personal Property.* GIS retains a special lien on all of Clients personal property in GIS's possession to secure any payment amount Client may owe to GIS under this Agreement.

8.0 Ownership Rights.

8.1 *Ownership Rights.* GIS acknowledge that all right, title and interest in the Client Data shall be solely owned by the Client. GIS owns or has licensed all server software. In the event that GIS elects, at GIS's option, to provide custom software to Client, this software will be licensed to Client for use only on GIS's Dedicated Servers on a non-exclusive, royalty-free, fully-paid basis according to the terms of this Agreement. Client acknowledges that the physical server, other related hardware and software are the property of GIS.

9.0 Inappropriate Conduct.

9.1 *Activities Subject to Immediate Deactivation.* GIS may immediately deactivate any Dedicated Server that is used for illegal, abusive or unethical activities without warning to Client. Illegal, abusive or unethical activities include, but are not limited to, obscenity, violations of privacy, hacking, computer virus, gambling, or promotion of gambling, and any harassing or harmful materials or uses, as determined by GIS. Client agrees to indemnify and hold GIS harmless from any claim resulting from Client's publications or use of Illegal, abusive or unethical materials. Although GIS will make reasonable efforts to alert Client to such activities and allow Client an opportunity to cure them within a 12-hour period after discovery, GIS is not required to give notice before deactivating Client's use of GIS's services if, in GIS's discretion, Client's use is or results in illegal, abusive or unethical activities. If a Dedicated Server is disabled, the regular monthly fees still apply.

10.0 Miscellaneous.

10.1 *Public Nature of Internet.* Please understand that all information submitted on the Dedicated Server shall be considered publicly accessible. Client should protect important and private information. For example, GIS is not liable for protection or privacy of electronic mail or other information transferred through the Internet or any other network provider that Client may use.

10.2 *Unsolicited Electronic Mail.* Client is expressly prohibited from sending unsolicited bulk mail messages ("junk mail" or "Spam"). This includes, but is not limited to, bulk mailing of commercial advertising, information announcements, and political tracts. Such material may only be sent to those who have specifically requested it. Malicious or threatening email is also prohibited. Although GIS will make reasonable efforts to alert Client to such activities and allow Client an opportunity to cure them within a 12-hour period after discovery, GIS reserve the right to immediately deactivate Client's use of GIS's service if GIS discover such activity. Further, Client agrees to indemnify and hold GIS harmless from any claim resulting from Client's use or distribution of electronic mail services through the service provided through this Agreement.

10.3 *Governing Law and Attorneys' Fees.* This Agreement will be interpreted and applied in accordance with the laws of the State of Florida, without regard to the conflicts of law provisions.

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In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees, whether or not a suit is actually filed.

10.4 *Control and Ownership of IP.* GIS maintains and controls ownership of all IP numbers and addresses that may be assigned to Client, and GIS reserves, in GIS's sole discretion, the right to change or remove any and all IP numbers and addresses.

10.5 *Resale of Services and Flow-down of Obligations.* Client may resell space on the Dedicated Servers but Client must first obligate any such resale to the same terms of this Agreement and incorporate into that resale all of GIS's rights, including GIS's rights regarding content and activity.

10.6 *Age.* Client certifies that it is at least 18 years of age.

10.7 *Transfer.* Client may not transfer or assign this Agreement without the written consent of GIS.

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Primary Domain for Server: _____

Will you provide your own DNS? YES NO

Choose a monthly rate and server configuration:

- \$150.00 GISRaQ-464 450Mhz, 64MB, 10.2GB, Single Ethernet
- \$199.00 GISRaQ-4128 450Mhz, 128MB, 20GB, Single Ethernet
- \$250.00 GISRaQ-4i128 450Mhz, 128MB, 20GB, Dual Ethernet
- \$275.00 GISRaQ-4i256 450Mhz, 256MB, 20GB, Dual Ethernet
- \$300.00 GISRaQ-4i512 450Mhz, 512MB, 30GB, Dual Ethernet
- \$500.00 GISRaQ-4r256 450Mhz, 256MB, Dual 20GB, Dual Ethernet
- \$600.00 GISRaQ-4r512 450Mhz, 512MB, Dual 30GB, Dual Ethernet

Choose an optional pre-payment plan:

- No Prepay (\$199 Setup. 00% Discount)
- 6-Month Prepay (\$0 Setup. 00% Discount)
- 12-Month Prepay (\$0 Setup. Receive a 10% discount of your monthly lease fee.)
- 24-Month Prepay (\$0 Setup. Receive a 20% discount of your monthly lease fee.)

Printed Name: _____

Title: _____

Company: _____

Address: _____

City, State ZIP: _____

Province/Country: _____

Telephone: (_____) _____

Fax: (_____) _____

Email: _____

Credit Card Information:

You can also pay online at <https://www.globalinternet.net/signup/payment.html>

Card Type: Visa MasterCard

Card Number: _____

Expiration Date: Month: _____ Year: _____

Signature Date

Signature

Fax this document to (786) 524-6236 to place your order.