



CERANET, INC. SERVICE AGREEMENT FOR VPS, DEDICATED AND CO-LOCATION SERVICES V1.1

This Agreement is entered into by and between you (the "Client") as defined in the signature section at the end of this agreement and CeraNet, Inc. located at 826 Morrison Road, Columbus, Ohio 43230 ("CeraNet").

- A. WHEREAS, CeraNet provides dedicated server(s) and co-location services;
- B. WHEREAS, Client desires CeraNet to provide dedicated server(s) and/or co-location services;
- C. WHEREAS, Client agrees to Acceptable Usage Policy located at <http://www.cera.net>

NOW THEREFORE, the parties agree as follows:

CERANET SERVICE LEVEL AGREEMENT

This CeraNet Service Level Agreement ("SLA") applies to all Virtual Private Servers ("VPS"), Dedicated Servers and Co-location Services. The Client agrees that CeraNet internal measurements establish the eligibility for any applicable Performance Credit. In the event that the Client determines that a discrepancy in such measurement exists, Client shall promptly notify CeraNet and CeraNet and Client will mutually agree upon the validity and accuracy of the measurement, and Client's eligibility for any applicable Performance Credits. CeraNet may modify this SLA from time to time.

1. Definitions

- 1.2 Dedicated Servers ("Dedicated Servers") are defined as computers that are rented from CeraNet in their entirety by one unique Client and coupled with rack space, bandwidth, power and Ethernet ports for use on the Internet. All services performed on the server come without warranty or guarantee. CeraNet is responsible for network and power connectivity up to the exterior interface of the computer and all hardware related failures, whereas Client is responsible for all other aspects of the computer not explicitly defined otherwise in this Agreement. Dedicated Server Clients that utilize CeraNet have the option to participate in the Managed Services, as detailed below. By default, all Dedicated Servers will receive Unmanaged Service as described below.
- 1.3 Co-Location Services ("Co-Location Services") are defined as servers that are the property of the Client while rack space, bandwidth, power, and Ethernet ports are rented from CeraNet on a monthly basis. All services performed on the server come without warranty or guarantee. Client is responsible for supplying replacement parts, hot swappable hardware, and all required software media. All services performed on the co-located servers are subject to a \$90.00 an hour labor fee, which must be approved by the client prior to the services being provided. Co-Location Clients that utilize CeraNet have the option to participate in Managed Services, as detailed below. This is subject to the approval of CeraNet and will incur an additional monthly fee. By default, all Co-Location Services will receive Unmanaged Service as described below.
- 1.4 Virtual Private Servers ("VPS") are defined as computing resources rented from CeraNet that are dedicated to one unique Client but are operated on systems that may be shared by many of CeraNet's Clients. CeraNet is responsible for maintaining the hardware including the rack space, bandwidth, power and Ethernet ports for use on the Internet. Client is responsible for the use and configuration of the computing resources including the management and configuration of the software including the installed Operating System and all other aspects that are not explicitly defined in this Agreement. VPS Clients have the option to participate in Managed Services, as detailed below. By default, all VPS will receive Unmanaged Service as described below.

1.5 Unmanaged Service

("Standard Network Based Security") is defined as the overall core network security that CeraNet provides every Client. This security is provided on the network level and includes secure router configurations, frequent network scans, and overall knowledge of maintaining a secure network. This service does not imply any server based security, firewalling, DDOS/Attack protection on the server level, or Anti-Virus/Spyware based protection.

("Manual Reboots in 20 Minutes or less") is defined as your request being processed in 20 minutes or less for server reboot requests. The 20-minute turnaround time is defined as the time you place the request until the power or reboot command is issued. In some cases additional time is required by operating system software to perform necessary functions on the server. The best effort is made to expedite server reboots as quickly as possible.

("Online Bandwidth Monitoring Tool") is defined as the real-time RTG graphs provided for you to review bandwidth usage. CeraNet charges for bandwidth usage that exceeds your plan limits. CeraNet will not notify you prior to charging your account for bandwidth usage. It is your responsibility to monitor usage with the tools provided by CeraNet.

("24/7/365 Technical Support") is defined as having direct access to our technical support team 24 hours a Day, 7 Days a week, 365 days a year within 20 minutes from the time of your initial request. Support is provided via toll free number and/or ticket system. Unmanaged support includes server reboots and plugging in a monitor to read the screen contents to the Client. Furthermore, Unmanaged Support includes all hardware issues for Dedicated Servers. Any support provided beyond the aforementioned terms is considered Advanced/Priority Support and is billable.

("No monitoring/recovery included") is defined as CeraNet not providing the monitoring of uptime or failed services. In the event of a server failure the Client will initiate contact with CeraNet and provide the procedure to perform. Recovery of a server may be billable and is dependent on the nature of the required procedure(s).

("Self Maintained root/administrator access to server") is defined as you maintaining root/administrative access on the server. It is not required that you allow CeraNet open access to your server.

1.6 Semi Managed Service – Includes provisions of Section 1.4 unless stated differently below

("Server Port Monitoring") is defined as server participation in the monitoring of services via standard TCP/IP ports. Server Port Monitoring is performed every five minutes and a failure is defined immediately after the monitor trips to a fail state for the first time. In the event of a failure, a notification will be sent by email. You are responsible for providing CeraNet with a current email. It is your responsibility to resolve the problem or contact CeraNet for assistance (fees may apply). This service includes up to three specific Port/Services for monitoring.

("24/7/365 Technical Support") is defined as having direct access to our technical support team 24 hours a Day, 7 Days a week, 365 days a year within 20 minutes from the time of your initial request. Support is provided via toll free number and/or ticket system. All support will be provided at no additional cost pending the server task that is being requested takes less than 15 Minutes. All requests that take greater than 15 minutes are considered a portion of your pre-paid support or charged at \$45 per 30 minutes. Regular response times are defined as 24 hours or less.

("On-Demand O/S updates and patches") is defined as a customer initiated request for O/S updates and patches. Requests are accepted for standard kernel upgrades, service packs, and hot

fixes as they are released by vendors. All updates and patches for a server are specific to the core operating system in question.

("Server Audit") is defined as a customer initiated request of an audit of the server. Server Audits are comprised of standard tools and basic security scans to review and look for abnormalities on the server. This service does not include the repair, but can include OS patches and upgrades if it is determined this will correct or enhance the security and/or efficiency of the server. (One Per Month, Per Request)

("Shared root/administrator access to server") is defined as you maintaining root/administrator access on the server. To participate in this level of service it is required that CeraNet maintains on file root/administer access. Failure to maintain updated records on root/administrator access to servers can and will result in downgrade in service. CeraNet reserves the right to permanently downgrade if multiple violations occur.

1.7 Fully Managed Service – Includes provisions of Section 1.4 and 1.5 unless stated differently below

("Auto O/S updates and patches") is defined as automatic operating system updates and patches as part of our routine procedures. This will be a part of a semi-consistent maintenance period that takes place on a regular basis. As new kernels, security patches, service packs, and hot fixes are released the servers will be updated automatically. In some cases, not all updates will be immediately or automatically made.

("Resource Monitoring") is defined as the addition of the dedicated server to our application based monitoring system. The monitoring application will monitor the overall disk space, processor utilization, and memory usage with notification when thresholds are exceeded. This service is customized on a per server basis and requires the installation of third party software.

("Server Health Check") is defined as a customer initiated request to review the overall health of the server. This can and may include review of memory usage, processor usage, disk space, and general configuration of the server. Server Health Checks allow CeraNet to review the overall health of the server and provides you with a professional evaluation and recommendations (if any) for improving your server's health and efficiency.

("Server Anti-Virus Protection") is defined as file based anti-virus software that will be installed on the server to protect your server from malicious viruses. Virus definitions will be updated regularly and a full scan of the server will take place on a consistent basis. Client will be provided alerts to any viruses that are found and quarantined/eradicated, if requested.

("Firewall Protection") is defined as the inclusion of hardware or software based firewall (as CeraNet deems appropriate) for protecting your server. Firewalls increase security and, when properly configured, will prevent certain disasters from occurring. With this service our administrators will configure and maintain a firewall for the equipment in question.

("Advanced Support") is defined as advanced technical support for dedicated servers. This support can be used for any number of support services and includes server troubleshooting, software configuration, OS configuration, OS reinstalls, and any task that does not fall under the "free support" provided with the server. This includes up to 4 hours of advanced support per month.

("No root/administrator access to server") is defined as not having direct root/admin access to the server. All sys admin-level procedures will be handled by the CeraNet Support Staff.

1.8 CeraNet Network ("CeraNet Network") is defined as the equipment, software, and facilities within the CeraNet critical network segments, including CeraNet's contracted connectivity services to

which the CeraNet hosting environments are connected and are collectively utilized by CeraNet to provide dedicated and co-location services.

- 1.9 Service Availability ("Service Availability") is the total time in a calendar month that the CeraNet critical network segments are available through the Internet, provided that Client has established connectivity. CeraNet takes responsibility for the Service Availability within its immediate routing perimeters, and cannot be held liable for problems related to an upstream bandwidth provider. The CeraNet critical hosting environments will be available to clients free of complete (minor latency notwithstanding) environment-wide outages for 99.9% of the time in any given month.
 - 1.10 Service Downtime ("Service Downtime") is any unplanned interruption in Service Availability during which the Client is unable to access the services as described in preceding section 1.8, provided the interruption is determined to have been caused by a problem in the immediate CeraNet network segment as confirmed by CeraNet. Service Downtime is measured as the total length of time of the unplanned interruption (complete network outage) in Service Availability during a calendar month. CeraNet provides direct support and expertise in any software it directly provides, while any unplanned outages due to third-party software failure are the direct responsibility of the software publisher/third-party provider, not CeraNet.
 - 1.11 Scheduled Service Downtime ("Scheduled Service Downtime") is any CeraNet interruption of Services. Scheduled Service Downtime occurs during a CeraNet standard server maintenance window, which occurs in conjunction with a 24 hour notice to the Client via electronic communication. Said downtime is coordinated with the Client to the best of CeraNet abilities as to align the window of maintenance with the Client's explicit wishes.
 - 1.12 Performance Credit ("Performance Credit") occurs when 99.9% uptime is not met. CeraNet will refund the Client 5% of the monthly fee for each 30 minutes of downtime (up to 100% of the customer's monthly fee). Network downtime is measured from the time a trouble ticket is opened by a Client to the time the server is once again able to transmit and receive data. Performance Credits must be requested by the Client.
 - 1.13 Monitoring Service ("Monitoring Service") is the service CeraNet provides in order to analyze availability of TCP/IP based services and applications through its internal monitoring system. To participate in this, CeraNet must have valid, administrative access to the server
 - 1.14 Billable System Administration ("Billable System Administration") is operation, configuration, performance tuning, security configurations, and any interaction with the operating system or software installed on the server in question that is not already provided within a Management Service plan of the server in question.
2. Service Downtime Performance Credit.
 - 2.2 In the event of Service Downtime in which monthly Service Availability is less than 99.9%, Client will receive a Performance Credit as described in section 1.9 of this document.
 - 2.3 Service Exclusions.
 - 2.3.1 This SLA does not cover Service Downtime caused by problems due to the following circumstances:
 - 2.3.1.1 Client's local area network.
 - 2.3.1.2 Force Majeure including, but not limited to, Acts of God and Acts of War
 - 2.3.1.3 Client-provided Internet connectivity or end-user software.

- 2.3.1.4 Entities inside Client's internal network including, but not limited to, firewall configuration and bandwidth shaping, local area workstations, or other servers, equipment, and software that have a potential bearing on the local networking environment.
- 2.3.1.5 Any predetermined Scheduled Service Downtime.
- 2.3.1.6 Any problems beyond the immediate CeraNet network segment.
- 2.3.1.7 Any interruptions, delays or failures caused by Client or Client's employees, agents, or subcontractors, such as, but not limited to, the following:
 - 2.3.1.7.1 Inaccurate configuration.
 - 2.3.1.7.2 Non-compliant use of any software installed on the server.
 - 2.3.1.7.3 Client initiated server over-utilization.
 - 2.3.1.7.4 Any problems related to attacks on the machine such as hacking, bandwidth-based attacks of any nature, and service or operating system exploits.
 - 2.3.1.7.5 Problems associated with Operating System, Software, or Applications.

3. Billable System Administration

3.2 Billable System Administration applies to any "advanced support" not covered under a Management Service Plan. It is defined in section 1.13 and includes, but is not limited to, the following:

- 3.2.1 System Administration of the client's server.
- 3.2.2 Software installations performed by CeraNet.
- 3.2.3 Virus and Security Scans of the server.
- 3.2.4 Configuration of the operating system and services provided on the server.
- 3.2.5 Security auditing and resource management & efficiency of the server.

4. Server Hardware Guarantee for Dedicated Servers

- 4.2 Hardware is defined as the Processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware included under the server lease. This guarantee excludes the time required to rebuild a RAID array.
- 4.3 Hardware Replacement Guarantees and service levels are defined as applying to servers less than 24 months in production and apply to only the Dell PowerEdge line of servers.
- 4.4 Hardware Replacement will occur within four hours of the reported problem, CeraNet will refund 5% of the monthly fee per additional one hour of down time (up to 100% of customer's monthly fee).
- 4.5 Restoration is defined as returning the server to its original configuration, as per the date the server first went live on the network. If hardware failure causes corrupted operating system, data files, or damaged service configurations, CeraNet will restore the system to its original state.
- 4.6 CeraNet is not responsible for the restoration of data to server including site content, email, databases and other types of data. If a hardware failure is experienced and subsequent data loss occurs, client is ultimately responsible for the data and data restoration. CeraNet shall not be liable for loss of data under any circumstances.
- 4.7 CeraNet does not take responsibility for the overall security of servers. If servers are compromised in any way, CeraNet reserves the right to immediately audit the server. Security is the responsibility of the client regardless of the managed service plan. CeraNet reserves the right to cancel service if servers are compromised via the implementation of weak password schemes,



elderly backend application content and scripting, or for any other reason as deemed necessary by CeraNet. A fee of \$90.00 per hour will be incurred with respect to any security related work performed due to any such server being compromised by negligence on the part of the server owner.

CeraNet Terms of Service

1. Payment

- 1.1. Establishment of service is dependent upon receipt by CeraNet of payment of stated charges.
 - 1.1.1. For dedicated servers, a payment equal to the one month of service is due upon acceptance of a new agreement.
 - 1.1.2. For both dedicated and co-located services, a payment will be due upon connecting the equipment to the CeraNet network which will include prorated charges for the remainder of the current month plus the first full month. Payments made based on Section 1.1.1 will be applied to this invoice.
 - 1.1.3. Subsequent invoices will be issued on the 1st day of each month. An invoice issued on the 1st day of the month includes service for that calendar month.
 - 1.1.4. An invoice may contain charges for other services not described in the previous sections including setup fees, bandwidth charges, and other service fees as agreed upon by both CeraNet and the Client.
- 1.2. The accepted methods of payment are credit card (Visa, MasterCard, American Express, and Discover), wire transfer, check, or money order. Clients are responsible for any additional transaction fees that coincide with any payment methods. Checks, money orders, and wire transfers should be sent at least 7 days prior to the invoice due date to help ensure that the payment is received by CeraNet in a timely manner.
- 1.3. CeraNet may modify prices at any time for Services that are provided on a month-to-month basis. CeraNet may modify prices for all Services prior to the renewal date for all term Agreements. All price modifications will be made in writing prior to the actual date of the price increase.
- 1.4. CeraNet reserves the right to deny Client the use of any payment method for, but not limited to, abuse or misuse of a payment method. Abuse of a payment method may also be grounds for further action up to and including the immediate and permanent cancellation of the Client's services or their entire account with CeraNet.
- 1.5. Payment for services must be received by CeraNet no later than the specified due date, or 30 days after the invoice date if no due date is specified. Any amounts due that are not paid within these terms are subject to finance charges of 1.5% per month.
- 1.6. If a check is returned for any reason, the account will be assessed a \$25 service charge. If payment for the returned check amount and service fee is not remitted in full by 12 P.M. EST the following business day, the services will be deactivated until payment is received and subject to regular reactivation fees.



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- 1.7. CeraNet may deactivate all services on an account that has charges that reach 10 days past due. Service deactivated for any reason including non-payment, abuse, or requested cancellation is subject to a \$100.00 reconnect charge. If service is deactivated due to non-payment the service will only be reactivated once payment for the outstanding balance has been received in full. The Company reserves the right to keep a service deactivated until funds paid via check have cleared. Account balances not collected by CeraNet may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay CeraNet a "Processing and Collection" Fee of not less than \$50.00 and no more than \$150.00. CeraNet reserves the right to pursue any and all legal remedies to collect unpaid balances.
 - 1.8. Invoices will be issued via regular mail or email. Unless specified by the Client, CeraNet will choose the invoice delivery method. Non-receipt of an invoice sent by either regular mail or email, regardless of the reason for non-delivery, does not constitute a valid excuse for non-payment of recurring services.
 - 1.9. All payments to CeraNet after the initial 30 days of service are nonrefundable. This includes the one time setup fee and subsequent charges regardless of usage. You may cancel service and receive a refund within the first 30 days of service. All overcharges or billing disputes must be reported within 60 days of the time the dispute occurred. If you dispute a charge to your credit card issuer that, in CeraNet's sole discretion is a valid charge under the provisions of the agreement, you agree to pay CeraNet an "Administrative Fee" of not less than \$50 and not more than \$150 along with any other balance owed.
2. Cancellation
 - 2.1. All cancellations require a 30-day written notice. For month-to-month agreements, the Client will be charged for one additional month after the cancellation letter has been received regardless of when the letter is received. For all other term agreements, the cancellation must be received 30 days prior to the end of the term, otherwise one additional month of service after the end of the term will be charged.
 - 2.1.1. Transferring or disabling a domain name does not constitute a valid cancellation.
 - 2.1.2. Simply not using the service or turning off equipment or services does not constitute a valid cancellation.
 - 2.1.3. All cancellations must be made in writing as described in Section 2.1.
 - 2.2. No refunds, either in full or prorated, will be provided upon cancellation of service. This includes prepaid services.
 - 2.3. Request for cancellation must be made in writing to CeraNet, either by email (support@cera.net), fax (614-856-2097) or US Mail (826 Morrison Road, Columbus, OH 43230). Requests made by email must come from the account we retain on file for billing purposes. After receiving a cancellation request we may request additional information for verification purposes prior to fulfilling the cancellation request.
 3. Technical Support. CeraNet limits technical support to our area of expertise. CeraNet provides support related to your server and the basic operating system and critical service functions within. CeraNet does not offer technical support for application specific issues such as cold fusion, .NET, cgi, php, asp and perl programming, html or any other similar such issue. CeraNet does not provide technical support for your Clients. Any request of technical support warrants the possibility of being charged a System Administration fee if the request falls outside our defined ranges of support.
 4. SPAM and Unsolicited Commercial Email (UCE). CeraNet takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. This means that Clients of CeraNet



may not use or permit others to use our network to transact in UCE. Clients of CeraNet may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service. Upon notification of an alleged violation of this policy, CeraNet will initiate an investigation (Usually within 48 hours). During the investigation, CeraNet may restrict Client access to the network to prevent further violations. If a Client is found to be in violation of this policy, CeraNet may, at its sole discretion, restrict, suspend or terminate the Client account. Furthermore, CeraNet reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation.

- 4.1. First violations of the policy will result in an "Administrative Fee" of \$250 and your account will be reviewed for possible immediate termination.
- 4.2. A second violation will result in an "Administrative Fee" of \$500 and immediate termination of your account.
- 4.3. Users who violate this policy agree that in addition to "Administrative" charges, they will pay "Research Fees" not to exceed \$150 per hour that CeraNet personnel must spend to investigate the matter.
- 4.4. CeraNet's Clients are ultimately responsible for the actions of their clients over the CeraNet network. It is advisable that Clients develop a similar, or stricter, policy for their clients.

5. Network

- 5.1. IP Address Ownership. If CeraNet assigns Client an Internet Protocol address for Client's use, the right to use that Internet Protocol address shall belong only to CeraNet, and Client shall have no right to use that Internet Protocol address except as permitted by CeraNet in its sole discretion in connection with the Services, during the term of this Agreement. CeraNet shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Client by CeraNet, and CeraNet reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. Our allocation of IP addresses is limited by ARIN's policies. These policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses. What this means to you is that you MUST use name-based hosting where possible. We may periodically review IP address usage, and if we find that clients are using IP addresses where name-based hosting could be used, we will revoke authorization to use those IP addresses that could be used with name-based hosting.
- 5.2. Bandwidth Usage. Client agrees that bandwidth usage that exceeds the given rate on a monthly basis will pay an "overage" at the price of \$1 per Gigabyte of data transferred. CeraNet will monitor Client's bandwidth via RTG using Cisco Netflow or other protocols. CeraNet shall have the right to take corrective action if a Client's bandwidth is excessive and/or interrupts service for other Clients. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken in CeraNet's sole and absolute discretion. Client shall not be entitled to a refund of any fees paid in advance prior to such action.
- 5.3. Domain Names. Client is responsible for their own domain names unless CeraNet is contracted to provide such services under separate agreements, including, but not limited to, domain name registration information, renewals, payments and conflicts. CeraNet will provide basic DNS hosting services for Clients which includes Primary and Secondary Name Servers with Forward and Reverse entry zones. There is no charge for DNS hosting for up to 10 domain names. Furthermore, CeraNet will forward Reverse DNS authority to those Clients who manage their own DNS servers within the CeraNet network.

5.4. System and Network Security. Clients and all other users of the CeraNet network are prohibited from violating or attempting to violate the security of the CeraNet Network. Violations of system or network security may result in civil or criminal liability. CeraNet will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting anyone who is involved in such violations. These violations include, without limitation:

- 5.4.1. Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.
- 5.4.2. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- 5.4.3. Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "exploiting vulnerabilities".
- 5.4.4. Forging any TCP/IP packet header in a transmission and/or any part of the header information in any e-mail-based or newsgroup posting.
- 5.4.5. Taking any action in order to obtain services to which such User is not entitled.
- 5.4.6. Addition of IP addresses that have not been specifically assigned to the server.

CeraNet reserves the right, to drop packets or IP space involved in Spam, Virii, Illegal-Distributions or Denial-of-Service attacks if it is clear that the offending activity is causing harm to parties on the Internet. CeraNet does not permit open SMTP relays or anonymous FTP servers. If it is determined that any of this kind of activity is occurring on Client equipment then CeraNet may block the specific activity or all network activity prior to contacting you.

- 6. Suspension of Service or Cancellation. CeraNet reserves the right to suspend network access to any customer if in the judgment of CeraNet that Client or Client's server is the source or target of a violation of any policy terms or for any other reason that CeraNet deems necessary. If inappropriate activity is detected, all accounts of the Client in question may be deactivated until an investigation is complete. Prior notification to the Client is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The Client will not be credited for the time the Clients equipment was suspended. Furthermore, CeraNet reserves the right to cancel Clients rights under this Agreement at anytime for any reason without further obligation
- 7. Third Party Software. CeraNet partners with a number of software companies and acts as the frontline of support for these products. CeraNet will provide best effort support for applications but does not warrant against bug fixes or advanced problem resolution of these products. Resolution of bugs and advanced support issues is dependent on the provider of the software and not CeraNet.
- 8. Notification of Violation. CeraNet is under no duty to look at each Client's or User's activities to determine if a violation of this Agreement or any policy has occurred, nor does CeraNet assume any responsibility to monitor or police Internet-related activities.
- 9. Responsibility for Content. The Client is solely responsible for content stored on and served by their equipment including Co-located and Dedicated equipment. CeraNet takes no responsibility for any material input by others. CeraNet is not responsible for the content of any other websites linked to the CeraNet Network.



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10. **Policy Enforcement.** CeraNet reserves the right to amend its policies at any time. All Clients, sub-networks, resellers and other users of CeraNet must adhere to the policies. Failure to follow any term or condition may be grounds for immediate Cancellation. You will be held responsible for the actions of your clients. Therefore, it is in your best interest to implement similar or stricter terms and policies if your clients also use the CeraNet network.
11. **Force Majeure.** CeraNet shall not be liable for any losses or damages caused by its inability to provide services or perform its obligations under this Agreement, or failure to give notice of the same, when any such issue is due to "Force Majeure." "Force Majeure" shall include any law, order, regulation, direction, or request of any government having or claiming to have jurisdiction over CeraNet, its subcontractors and/or its suppliers; failure or delay of transportation; insurrection, riots, national emergencies, war, acts of public enemies, strikes or inability to obtain necessary labor, data center facilities, airplane crashes, fires, floods or other catastrophes; acts of God, acts of omissions of Client or any causes beyond the control of CeraNet and/or of its suppliers.
12. **Insurance.** Client shall maintain insurance in a policy amount sufficient to cover any loss of data, software and/or hardware. CeraNet is not responsible losses or damages, including lost revenue, in the event of lost hardware, software or data no matter the cause. CeraNet is not under any responsibility, under this Agreement, to maintain data backups. Client acknowledges that it may, at its own option and expense, develop a system that uses mirrored off site servers, offsite backup solutions and/or other means to minimize risk, reduce the loss of revenue and insure continuous hosting of data in the event of a major loss. CeraNet prefers this type of approach for all critical web applications including those that generate significant revenue.
13. **Assignment of Obligations.** Client shall not transfer or assign this Agreement without the prior written consent of CeraNet. CeraNet may assign this Agreement at anytime without consent from or notice to Client.
14. **Indemnification.** Client acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of CeraNet and that damages resulting from any interruption of service are difficult to ascertain. Therefore, Client agrees that CeraNet shall not be liable for any damages arising from such causes beyond the direct and exclusive control of CeraNet. Client further acknowledges that CeraNet's liability for its own negligence may not, in any event, exceed an amount equivalent to charges paid by the Client for services during the period that the damages occurred. In no event shall CeraNet be liable for any special or consequential damages, loss, or injury. Furthermore, Client indemnifies and holds CeraNet harmless from any claim against CeraNet by any third party as a result of Clients violation of CeraNet's policies.
15. **Miscellaneous Provisions**
- 15.1. The Client must provide CeraNet with, and keep current, good contact information. E-mail, fax, and telephone contacts are used, in that order of preference.
- 15.2. A waiver by CeraNet of any breach of any provision of this Agreement by Client shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.
- 15.3. CeraNet is not responsible for any damages your business may suffer.
- 15.4. CeraNet does not make implied or written warranties for any of our services. CeraNet denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by CeraNet.

UNDEFINED TERMS



Terms that are not specifically defined in this Agreement are used as set forth in the Ohio Uniform Commercial Code.

VALIDITY OF AGREEMENT

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

VENUE AND APPLICABLE LAW

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio (without respect to principles of conflicts of law), and the Parties hereby submit to the jurisdiction of and venue in the State of Ohio in any legal proceeding necessary to interpret or enforce this Agreement or any part of this Agreement.

WARRANTIES

CeraNet has the right to enter into this Agreement and to grant the rights granted in it. CeraNet shall, in good faith, comply with the terms of this Agreement.

The goods and services provided by CeraNet are provided "AS IS", WITHOUT WARRANTY OF ANY KIND TO CLIENT OR ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) NON-INFRINGEMENT; 6) QUIET ENJOYMENT; AND 8) TITLE.

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Primary Phone: _____ Fax: _____

Secondary Phone: _____ Email: _____

Web Site Address: _____

Name and Number of Secondary Contact: _____

Payment Method: ☐ Visa ☐ MasterCard ☐ Amex ☐ Discover ☐ Company Check

Name as it appears on the credit card: _____

Credit Card Number: _____ Exp Date: _____ CVV: _____

I agree to the terms of this agreement and hereby authorize the use of my selected payment method for all charges related to this Agreement.

Signature: _____ Date: _____