

DEDICATED SERVER TERMS AND CONDITIONS

- 1. Parties.** This agreement is between ABS Technologies, Inc. (PROVIDER) and the party as specified in the application (CLIENT).
- 2. INTERNET Services only.** This agreement covers INTERNET services only. Not covered by this agreement is hardware, communication lines, web design services, software development services and/or software licenses although the provider can sell those to the client subject to a different contract.
- 3. Price change.** PROVIDER has the right to change the price of the services at any time with 30 days notice.
- 4. Start of services.** The Services will be activated usually the same or next working day provided that the CLIENT has everything needed to be on the Internet. A schedule will be provided otherwise. The Schedule for line installation, domain activation, equipment and software setup and services activation is an estimate only.
- 5. Quality of Services.** PROVIDER will make the best efforts to provide quality and uninterrupted services.
- 6. Fees.** CLIENT agrees to pay a setup fee, a quarterly fee, and usage fee (if any), and a web traffic fee (if any). The setup fee and first month fee is due upon sign up. PROVIDER will present a fee schedule to CLIENT before sign up. ABS Technologies, Inc. requires a 30 day advanced notice for cancellations of all services
- 7. Domain name registration.** If PROVIDER has paid for the registration of CLIENT's domain name (free domain with a web hosting plan) and CLIENT cancels his/her web hosting plan CLIENT will be charged \$15.00 for the domain name registration per year based upon the number of years of the original purchase.
- 8. Collateral.** CLIENT's servers, equipment and/or web content, will be used as collateral for unpaid bills. Such servers, equipment and content will not be released until CLIENT pays his bills and/or penalties in full.
- 9. Late Payment.** CLIENT agrees to pay a one time penalty of 6% of the amount due plus \$10 per month for delayed payments.
- 10. Billing information updates.** CLIENT agrees to provide to PROVIDER any changes to the billing information promptly. Billing information includes but is not limited to credit card info, address, phone, checking account info.
- 11. Policies.** CLIENT agrees to comply strictly with all "Copyright infringement laws." CLIENT understands that services are subject to immediate termination without compensation for non-compliance with the copyright laws. Furthermore, CLIENT will be responsible for the full amount of any tangible and intangible damages such non-compliance may cause. PROVIDER reserves the right to change the policies to reflect the dynamic nature of the Internet. Both policies are available at any time upon request.
- 12. Indemnification.** CLIENT shall indemnify, defend by counsel reasonably accepted by PROVIDER, protect and hold PROVIDER harmless from and against any and all claims, liabilities, losses, costs, damages, expenses, including consultants' and attorneys' fees and court costs, demands, causes of action, or judgments directly or indirectly arising out of or related to the web hosting and other services provided by PROVIDER to the CLIENT.

Agreed and Accepted,
Initial: _____

1

- 13. Account sharing.** CLIENT agrees to keep his account information confidential. PROVIDER shall not be responsible for lack of privacy, large overtime bills or any other consequences of account sharing. Sharing of unlimited accounts is not allowed. PROVIDER will cancel without any compensation any unlimited account used by more than one user at one time.
- 14. Unlimited usage accounts.** All unlimited usage accounts are subject to the following restrictions: A.) they are for personal use only. B.) any kind of reselling, sharing, service providing to other parties, public use, hook up of servers, use of software for purposes other than regular Internet browsing etc. is strictly prohibited. C.) violators' accounts will be upgraded without notice to a metered plan or canceled without compensation.
- 15. Right of refusal.** PROVIDER has the right to refuse services to anyone.
- 16. No solicitation.** CLIENT agrees not to approach PROVIDER's employees with proposals to hire them as his own employees or contractors. If CLIENT were to hire any of PROVIDER's employees, CLIENT agrees to pay PROVIDER for each employee thus hired the greater amount of: three years salary for that employee as CLIENT is to pay such employee or \$200 000.
- 17. LIMITED LIABILITY.** PROVIDER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE PRODUCT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA, PHONE BILLS, COMMUNICATION LINES BILLS, LOSS OF PRIVACY, DAMAGES TO THIRD PARTY EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIMS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE. FURTHER, PROVIDER WILL NOT CENSOR ANY CONTENT ON THE INTERNET. IT WILL BE THE CLIENT'S RESPONSIBILITY FOR THE USAGE OF HIS ACCOUNT AND ANY CONSEQUENCES OF THIS USAGE.
- 18. No returns.** PROVIDER will not return collected fees for services except for the 30 day money back guarantee as outlined below.
- 19. 30 days money back guarantee.** PROVIDER will refund all fees collected for shared hosting services only within 30 days from the initial subscription date only if CLIENT is not completely satisfied with the service. This does not include any additional add on services such as domain name registrations, SSL certificates, web design, dedicated servers, managed services, etc.
- 20. Cut off period for billing errors.** 60 days cut off period is set for billing error claims. CLIENT agrees that he has no rights to claim any billing errors for period earlier than 60 days from the date of the claim. All bills are final after 60 days.
- 21. Terms.** CLIENT can terminate the services with advance notice in writing only to the billing department by mail or e-mail sales@absTechnologies.net. CLIENT understands that there will be no reimbursement and no pro-rate if he decides to terminate the services before the end of a prepaid term, regardless of the reason for the termination. PROVIDER can terminate this agreement at the end of a billing period,

Agreed and Accepted,
Initial: _____

with a 30 days notice. PROVIDER can terminate the agreement immediately without any compensation if CLIENT does not comply with the terms herein. Credit card accounts will be automatically renewed unless notified prior to expiration date of service.

- 22. Entire Agreement.** This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings and agreements between the parties with respect to the subject matter hereof, all of which representations, communication, understandings and agreements are hereby canceled to the extent they are not specifically merged herein. The parties acknowledge and agree that neither of the parties is entering into this Agreement on the basis of any representations or promises not expressly contained herein.
- 23. Modification.** This Agreement shall not be modified, amended, canceled or in any way altered, nor may it be modified by custom and usage of trade or course of dealing, except by an instrument in writing and signed by both of the parties hereto.
- 24. Waiver.** Performance of any obligation required of a party there-under may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein. The waiver by either party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of the same provision or any other provision of this Agreement.
- 25. Separability.** If any provision of this Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed separable from, and shall in no way affect the validity or enforceability of, the remaining provisions of this Agreement, which shall remain valid and enforceable according to its terms.
- 26. Governing Law.** Any dispute related to this Agreement shall be governed by the laws of the State of Massachusetts without giving effect to such laws' provisions regarding conflict of laws, and that any action arising out of or related to this Agreement shall be brought in the State or Federal courts located in Bristol County, Massachusetts, USA, and each party consents to the jurisdiction and venue of such courts.
- 27. Authority to Execute.** Each of the parties to this Agreement represents and warrants that it has full power to enter into this Agreement and that it hasn't assigned, encumbered, or in any manner transferred all or any portion of the claims covered by this Agreement.
- 28. Benefit of Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and except as otherwise provided herein, their respective legal successors and permitted assigns.
- 29. Cumulative Remedies.** Except as specifically provided herein, no remedy made available to either party hereunder is intended to be exclusive of any other remedy provided hereunder or available at law or in equity.
- 30. No Partnership or Agency.** Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency, employment relationship, franchise relationship or taxable entity between the parties, nor shall either party have the right, power or authority to create any obligations or duty, express or implied, on behalf of

Agreed and Accepted,
Initial: _____

3

the other party hereto, it being understood that the parties are independent contractors vis-à-vis one another.

- 31. No Third Party Beneficiaries.** Nothing contained in this Agreement, express or implied, shall be deemed to confer any rights or remedies upon, nor obligate any of the parties hereto, to any person or entity other than such parties, unless so stated to the contrary.
- 32. Excused Performances.** Provider shall not be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of the Services, resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, war, strikes or other labor disputes and disturbances, fire, transportation contingencies, shortages of facilities, fuel, energy, labor or materials, or laws, regulations, acts or order of any government agency or official thereof, other catastrophes, or any other circumstances beyond Provider's reasonable control. In the event of any such delay or failure, the parties shall defer performance of the Services to a date and time mutually agreeable.
- 33. Captions.** The section headings and captions contained herein are for reference purposes and convenience only and shall not in any way affect the meaning or interpretation of this Agreement.
- 34. Gender.** Where the context so requires, the masculine gender shall include the feminine or neuter, and the singular shall include the plural and the plural the singular.
- 35. Recitals.** The recitals above set forth are incorporated herein by reference.

(PROVIDER)

(CLIENT)

By: _____
(Please Print)

By: _____
(Please Print)

(Signature)

(Signature)

Title: President/CIO

Title: _____

DATE: 01-1-2013

Date: _____

Last Revised - 01/1/13

Agreed and Accepted,
Initial: _____

4