

PARTIES

- A. WHEREAS, USONYX provides hosting service(s);
- B. WHEREAS, Client desires USONYX to provide hosting service(s);
- C. WHEREAS, Client agrees to Acceptable Usage Policy located on <http://www.usonyx.net/homepage/policies/acceptable-usage-policy>
- D. WHEREAS, Client agrees to Information and Security Policy available online at: <http://www.usonyx.net/homepage/policies/information-security-privacy-policies>
- E: WHEREAS, Client agrees to Billing Policy available online at: <http://www.usonyx.net/homepage/policies/billing-policy>

NOW THEREFORE, the parties agree as follows:

USONYX SERVICE LEVEL AGREEMENT

This USONYX Service Level Agreement ("SLA") applies to all dedicated servers. The Client agrees that USONYX 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 USONYX and Client will mutually agree upon the validity and accuracy of the measurement, and upon Client's eligibility for any applicable Performance Credits.

USONYX may amend this SLA at any time. Updated copies of the SLA will be located at USONYX Website.

1. DEFINITIONS:

1.1. Unmanaged or Self-Managed Service

("Standard Network Based Security") is defined as the overall core network security that USONYX provides every customer. 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.

("Hard/Soft Manual Reboots in 30 Minutes or less") is defined as your request being processed in 30 minutes or less for server reboot requests. The USONYX Support team prefers the soft/hard reboot system as it preserves overall integrity of hardware and operating systems. The 30-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. USONYX charges bandwidth on a per-Mbps basis, and bandwidth utilization details are provided via <http://matrix.servy.net/cacti/> it is your responsibility to view and make adjustments when necessary. In the event that over utilization occurs, your account will be billed SGD\$200.00 per Mbps.

("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. Support is provided via ticket system. All support provided beyond hardware issues and server reboots is considered Advanced/Priority Support and is billable.

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

("Per Incident Support") is defined as requesting technical support for a single support issue. Incidents are billed at SGD\$100.00 for each unique support issue and include 30 minutes of Advanced Support, USONYX maintains the right to these requests on a case by case basis.

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

1.2. USONYX Network

It is defined as the equipment, software, and facilities within the USONYX critical network segments, including USONYX contracted connectivity services to which the USONYX hosting environments are connected and are collectively utilized by

USONYX to provide dedicated and co-location services.

1.3. Service Availability

Service Availability is the total times in a calendar month that the USONYX network segments are available through the Internet, provided that Client has established connectivity. USONYX takes responsibility for the Service Availability within its immediate routing perimeters, and cannot be held liable for problems directly related to an upstream bandwidth provider. USONYX hosting environments will be available to clients free of complete (minor latency notwithstanding) environment-wide outages for 100% of the time in any given month.

1.4. 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 1.4, provided the interruption is determined to have been caused by a problem in the immediate USONYX network segment as confirmed by USONYX. Service Downtime is measured as the total length of time of the unplanned interruption (complete network outage) in Service Availability during a calendar month. USONYX 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 USONYX.

1.5. Scheduled Service Downtime

Scheduled Service is any USONYX interruption of Services. Scheduled Service Downtime occurs during a USONYX 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 USONYX abilities as to align the window of maintenance with the Client's explicit wishes.

1.6. Performance Credit

Performance Credit occurs when 99.99% uptime is not met. USONYX will refund the customer 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 customer to the time the server is once again able to transmit and receive data.

1.7. 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 the management plan of the server in question.

2. Service Downtime Performance Credit

In the event of Service Downtime in which monthly Service Availability is less than 99.99%, Client will receive a Performance Credit as described in section 1.6 of this document.

3. Service Exclusions

3.1. This SLA does not cover Service Downtime caused by problems in the following:

- Client's local area network.
- Client-provided Internet connectivity or end-user software.
- 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.
- Any predetermined Scheduled Service Downtime.
- Any problems beyond the immediate USONYX network segment.
- Any interruptions, delays or failures caused by Client or Client's employees, agents, or subcontractors, such as, but not limited to, the following:
 - Inaccurate configuration.
 - Non-compliant use of any software installed on the server.
 - Client initiated server over-utilization.
 - Any problems related to attacks on the machine such as hacking, bandwidth-based attacks of any nature, and service or operating system exploits.
- Problems associated with Operating System, Software, or Applications.

3.2. Billable System Administration which applies to any "advanced support" not covered under the given Management Services. In the event these are exceeded billable system administrations will apply, based on approval from client.

- System Administration of the client's server.
- Software installations performed by USONYX.
- Virus and Security Scans of the server.
- Configuration of the operating system, services provided on the server.
- Security auditing and resource management & efficiency of the server.

4. Server Hardware for Dedicated Servers

- 4.1. 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.
- 4.2. 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 servers. Next Business Day Hardware Replacement is available to all servers and 12 hours Quick Hardware Replacement for server under Managed service agreement.
- 4.3. Hardware Replacement will occur Next Business Day for all servers of the reported problem less Server on contract arrangement, replacement will be carried on within 12 hours, USONYX will refund 5% of the monthly fee per additional one hours of down time (up to 100% of customer's monthly fee).
- 4.4. 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, USONYX will restore the system to its original state however possible.
- 4.5. USONYX is not responsible for the restoration of data to server. If hardware failure is experienced and subsequent data loss occurs, client is ultimately responsible for data restoration. USONYX shall not be liable for loss of data under any circumstances.
- 4.6. USONYX does not take responsibility for the overall security of servers. If servers are compromised in any way, USONYX reserves the right to immediately audit the server. Our medium to upper-tier dedicated service plans receive monthly security auditing, per request, as part of our overall managed services program but security is the responsibility of the client. USONYX reserves the right to cancel service if servers are compromised via the implementation of weak password schemes, elderly backend application content and scripting, or via other blatant disregard to simple security measures. A fee of SGD\$200.00 per hour will be incurred in respect to any security related work performed due to any such server being compromised by negligence on the part of the server owner.

5. Terms of Service

5.1. Termination & Penalty:

For termination of plan within the contractual period, a penalty charge of SGD\$50 + (monthly subscription x remaining number of months in contract) will be imposed. In addition, the cost of the free gift(s) will be chargeable as per list price where applicable.

One month advance notice is required for termination of this service before or after the contractual period. A penalty fee of 1 month the subscription value will be imposed if notice period is less than 1 month.

No downgrading of plans is allowed within the contractual period.

6. Payment

Establishment of this service is dependent upon receipt by USONYX of payment of stated charges. Subsequent payments are due on a reoccurring date that coincides with the date of signup. The accepted methods of payment are credit card (Visa & MasterCard payment online) wire transfer, cheque, or money order. Customers are responsible for any additional transaction fees that coincide with any payment methods. Cheques, 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 USONYX in a timely manner.

The Company 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 disciplinary action up to and including the immediate and permanent cancellation of the customer's services or their entire account with The Company.

Payment for services must be received by The Company prior to the end of the five day grace period allowed for services.

If a cheque is returned for any reason, the account will be assessed a SGD\$50 service charge. If payment for the returned check amount and service fee is not remitted in full by 12 P.M. GMT+8 the following business day, the server will be deactivated until payment is received and subject to regular reactivation fees.

7. Additional Fees

Service will be interrupted on accounts that reach 7 days past due. Service interrupted for any reason including non-payment, abuse, or requested cancellation is subject to a SGD\$200.00 reconnect charge. If a cheque is returned for any reason, the account will be assessed a SGD\$50.00 service fee. If payment for the returned check amount and service fee is not remitted in full by 12 P.M. GMT+8 the following business day, the server will be deactivated until payment is received and subject to regular reactivation fees. Accounts that are not collectable by USONYX will be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay the company a "Processing and Collection" Fee of not less than SGD\$100.00 nor more than SGD\$500.00.

8. Invoicing

USONYX does not utilize paper or hard-copy invoices. All invoices are sent via email. Clients that normally pay via cheque, money order, or wire transfer will have their invoices emailed, by default, 30 days prior to the invoice due date. Clients are to ensure that the contact information kept with USONYX is duly updated

Refund and Disputes: All payments after the initial 30 days of service to USONYX are nonrefundable. This includes the one time setup fee and subsequent charges regardless of usage. All overcharges or billing disputes must be reported within 15 days of the time the dispute occurred. If you dispute a charge to your credit card issuer that, in USONYX's sole discretion is a valid charge under the provisions of the TOS and/or AUP, you agree to pay USONYX an "Administrative Fee" of not less than SGD\$100 and not more than SGD\$250.

Failure to Pay: The Company may deny service or terminate the Agreement upon the failure of the Client to pay charges when due. The Company provides the Client with a 10 day grace period for payment on most services. A service will be interrupted or deactivated on outstanding accounts that reach 10 days past the due date. The Company does reserve the right to deactivate or terminate a service prior to the end of the 10 day grace period.

If a service is deactivated due to non-payment the service in question will only be reactivated once payment for the outstanding balance has been received in full. If all services on an active account are deactivated all outstanding invoices must be paid in full before any one service will be reactivated. The Company reserves the right to keep a service deactivated until funds paid via cheque.

Client acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of The Company and that

damages resulting from any interruption of service are difficult to ascertain. Therefore, Client agrees that The Company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of The Company. Client further acknowledges that The Company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by Client for services during the period damages occurred. In no event shall The Company be liable for any special or consequential damages, loss, or injury.

9. SPAM and Unsolicited Commercial Email (UCE)

USONYX takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Very simply this means that Clients of USONYX may not use or permit others to use our network to transact in UCE. Clients of USONYX 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.

Violation of USONYX's SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, USONYX will initiate an immediate investigation (within 48 hours of notification). During the investigation, USONYX may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, USONYX may, at its sole discretion, restrict, suspend or terminate customer's account. Further, USONYX reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. USONYX will notify law enforcement officials if the violation is believed to be a criminal offense.

First violations of this policy will result in an "Administrative Fee" of SGD\$400 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of SGD\$800 and immediate termination of your account. Users who violate this policy agree that in addition to these "Administrative" penalties, they will pay "Research Fees" not to exceed SGD\$250 per hour that USONYX personnel must spend to investigate the matter. PLEASE, DO NOT SPAM from your USONYX dedicated server.

As our Clients are ultimately responsible for the actions of their clients over the USONYX network, it is advisable that Clients develop a similar, or stricter, policy for

THEIR clients, as to avoid End-User Content Policy (EUCP) Violations.

10. Network

IP Address Ownership: If USONYX assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to USONYX, and Customer shall have no right to use that Internet Protocol address except as permitted by USONYX in its sole discretion in connection with the Services, during the term of this Agreement. USONYX shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by USONYX, and USONYX 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 APNIC'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 will 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.

System and Network Security: Users are prohibited from violating or attempting to violate the security of the USONYX Network. Violations of system or network security may result in civil or criminal liability. USONYX will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

These violations include, without limitation:

- Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "exploiting vulnerabilities"
- 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
- Taking any action in order to obtain services to which such User is not entitled.
- Addition of IP addresses that have not been specifically assigned to the server

Notification of Violation: USONYX is under no duty to look at each customer's or user's activities to determine if a violation of the AUP has occurred, nor do we

assume any responsibility through our AUP to monitor or police Internet-related activities.

First violation: Any User, which USONYX determines to have violated any element of this Acceptable Use Policy, shall receive an email, warning them of the violation. The service may be subject at USONYX's discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations

Second Violation: Users that USONYX determines to have committed a second violation of any element of this Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice.

We reserve the right, to drop (blacklist/null-route/un-route) the section of IP space involved in Spam/Virii/Illegal-Distributions or Denial-of-Service/Packet-storm complaints if it is clear that the offending activity is causing moderate to major harm to parties on the Internet. In particular, if open SMTP relays are on your network or a customer's network, or if denial-of-service attacks are originating from your network space. In certain, rare cases, we may have to take action before attempting to contact you. If we do this, we will contact you as soon as is feasible, once the situation is stabilized.

11. Suspension of Service or Cancellation

USONYX reserves the right to suspend network access to any customer if in the judgment of the USONYX network administrators the customer's server is the source or target of a violation of any of the other terms of the AUP or for any other reason that USONYX deems necessary. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended.

USONYX reserves the right to amend its policies at any time. All Sub-Networks, resellers and managed servers of USONYX must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation. You will be held responsible for the actions of your clients in the matter described on these Terms and conditions. Therefore, it is in your best interest to implement a similar or stricter Terms and conditions or otherwise called Acceptable Terms of use policy.

12. Usage of Microsoft License

This document also concerns the use of Microsoft software, which includes computer software provided to you by USONYX as described below, and may include associated media, printed materials, and "online" or electronic documentation (individually and collectively "SOFTWARE PRODUCTS"). USONYX does not own the SOFTWARE PRODUCTS and the use thereof is subject to certain rights and limitations which USONYX needs to inform you. Your right to use the SOFTWARE PRODUCTS is subject to your agreement with USONYX, and to your understanding of, compliance with and consent to the following terms and conditions, which USONYX does not have the authority to vary, alter or amend.

12.1. DEFINITIONS

"Client Software" means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

"Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.

"Server Software" means software that provides services or functionality on a computer acting as a server.

"Redistribution Software" the software described in Paragraph 4 (Use of Redistribution Software") below.

12.2 OWNERSHIP OF SOFTWARE PRODUCTS.

The SOFTWARE PRODUCTS are licensed to USONYX from an affiliate of the Microsoft Corporation ("Microsoft"). All title and intellectual property rights in and to the SOFTWARE PRODUCTS (and the constituent elements thereof, including but not limited to images, photographs, animations, video, audio, music, text and "applets" incorporated into the SOFTWARE PRODUCTS) are owned by Microsoft or its suppliers. The international copyright treaties as well as other intellectual property laws and treaties. Your possession, access, or use of the SOFTWARE PRODUCTS does not transfer any ownership of the SOFTWARE PRODUCTS or any intellectual property rights to you.

12.3. USE OF CLIENT SOFTWARE.

You may use the Client Software installed on your Devices by USONYX only in accordance with the instructions, and only in connection with the services, provided to you by USONYX.

12.4. USE OF REDISTRIBUTION SOFTWARE.

In connection with the services provided to you by USONYX, you may have access to

certain "sample," "redistributable" and/or software development ("SDK") software code and tools (individually and collectively called "Redistribution Software"). YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH SERVICES PROVIDER USE RIGHTS ("SPUR") APPLICABLE TO USONYX, WHICH TERMS MUST BE PROVIDED TO YOU BY USONYX. Microsoft does not permit you to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by USONYX.

12.5. COPIES.

You may not make any copies of the SOFTWARE PRODUCTS; provided, however, that you may (a) make one (1) copy of Client Software on your device as expressly authorized by USONYX; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with USONYX or upon transfer of your Device to another person or entity, whichever occurs first. You may not copy any printed materials accompanying the SOFTWARE PRODUCTS.

12.6. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY .

You may not reverse, engineer, decompile, or disassemble the SOFTWARE PRODUCTS, except and only to the extent that applicable by law, notwithstanding this limitation expressly permits such activity.

12.7. NO RENTAL.

You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the SOFTWARE PRODUCTS to any third party, and you may not permit any third party to have access to and/or use the functionality of the SOFTWARE PRODUCTS.

12.8. TERMINATION.

Without prejudice to any other rights, USONYX may terminate your rights to use the SOFTWARE PRODUCTS if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the SOFTWARE PRODUCTS, and destroy all copies of the SOFTWARE PRODUCTS and all of its component parts.

12.9. NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT.

ANY WARRANTIES LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY USONYX AND NOT BY MICROSOFT OR ITS AFFILIATES OR SUBSIDIARIES.

12.10. NOT FAULT TOLERANT.

THE SOFTWARE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT

TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVER PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

12.11. EXPORT RESTRICTIONS.

The SOFTWARE PRODUCTS are of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the SOFTWARE PRODUCTS, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information see [Http://www.microsoft.com/exporting/](http://www.microsoft.com/exporting/)

12.12. LIABILITY FOR BREACH.

In addition to any liability you may have to USONYX, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

13. Indemnification

USONYX wishes to emphasize that in agreeing to the USONYX Acceptable Use Policy (AUP) and Terms of Service (ToS), customer indemnifies USONYX for any violation of the Acceptable Use Policy (AUP) and Terms of Service (ToS) that results in loss to USONYX or the bringing of any claim against USONYX by any third-party. This means that if USONYX is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against USONYX, plus all costs and attorney's fees.

14. Miscellaneous Provisions

The Client must provide The Company with, and keep current, good contact information. E-mail, fax, and telephone contacts are used, in that order of preference. A waiver by the Company 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.

Client shall not transfer or assign this Agreement without the prior written consent of the Company. Company may assign Agreement at any time without consent from or notice to Client. Company reserves right to cancel Clients rights under this contract at any time without further obligation

USONYX takes no responsibility for any material input by others and not posted to the USONYX Network by USONYX. USONYX is not responsible for the content of any other websites linked to the USONYX Network; links are provided as Internet

navigation tools only. USONYX disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.

USONYX is not responsible for any damages your business may suffer. USONYX does not make implied or written warranties for any of our services. USONYX 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 USONYX.

15. Responsibility for Content

The Client as USONYX's customer, are solely responsible for the content stored on and served by your USONYX server.

16. Support Boundaries

USONYX, provides 24/7 technical support to our Clients. We limit our technical support to our specific areas of expertise. The following are our guidelines when providing support: USONYX provides support related to your server and the core, critical functions of the OS and basic critical TCP/IP services.

USONYX does not offer tech support for application specific issues such as CGI programming, Cold Fusion, ASP, .NET, PHP, MySQL, Microsoft SQL or any other programming/database application. USONYX does not provide technical support for YOUR End-User Clients.

USONYX partners with a number of software companies and acts as the frontline of support for these products. USONYX will provide best effort support for applications but does not warrant bug fixes or advanced problem resolution of these products. Escalation of such issues the companies that have programmed the software are subject to the standard \$200.00 per hour rate which includes the total amount of time spent. Resolution of bugs and advanced support issues is dependant upon the developers of the software in question.

Any request of technical support warrants the possibility of being charged a system administration fee if the request related to Operating System functionality, software application functionality, or Control Panel functionality. If a staff member of USONYX is required to login to your server for over 15 minutes and provide support, system administration fees can be applied to your account.

17. WARRANTIES

USONYX has the right to enter into this Agreement and to grant the rights granted in it.

USONYX shall, in good faith, comply with the terms of this Agreement.

The goods and services provided by USONYX 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.

CLIENT AGREES THAT ANY EFFORTS BY USONYX TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS, AND THAT ANY USONYX WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. CLIENT FURTHER AGREES THAT USONYX SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF USONYX WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT. MODIFICATIONS MADE TO CLIENT'S WEB SITE BY CLIENT OR ANY THIRD PARTY VOIDS ANY REMAINING EXPRESS OR IMPLIED WARRANTIES. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Client. In such jurisdictions, USONYX liability is limited to the greatest extent permitted by law.

The parties expressly recognize that USONYX does not operate, control or endorse any information, products or services on the Internet, and that any entities that do offer such information, products or services are not affiliated with USONYX. USONYX does not make any express or implied warranties, representations or endorsements TO CLIENT OR ANY THIRD PARTY whatsoever with regard to any information, products or services provided through USONYX AND OBTAINED OR CONTRACTED OVER the Internet, including, without limitation, warranties of: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; 7) QUIET ENJOYMENT; AND 8) TITLE. USONYX shall not be liable to CLIENT OR ANY THIRD PARTY for any cost or damage arising either directly or indirectly from any transaction involving third parties' information, products or services. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Client. In such jurisdictions, USONYX liability is limited to the greatest extent permitted by law.

The parties expressly recognize that USONYX cannot and does not guarantee or warrant that files are available for downloading through USONYX will be free of infection, viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. Client agrees that it shall be solely responsible for implementing sufficient procedures to satisfy Client's particular requirements for

accuracy of data input and output, and for maintaining a means external to USONYX for the reconstruction of any lost data. The parties also expressly recognize that the Internet contains unedited materials, some of which are unlawful, indecent, or offensive to Client, and access to such materials by Client is done at Client's sole risk.

18. Entire Agreement

This Agreement and all attachments or Exhibits supersede any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this Agreement contains all of the covenants and agreements between the parties with respect thereto. This Agreement may be amended or modified only in writing, and shall be effective only after affixation of both parties' signatures.

By signing this agreement you are activating your account based on the contractual period as stipulated in this agreement.

Termination: Termination of this contract EXCEPT AS PERMITTED BY THE AGREEMENT, IF YOU TERMINATE YOUR SERVICE PLAN BEFORE THE END OF THE CONTRACTUAL PERIOD, OR IF WE TERMINATE SERVICES FOR VIOLATIONS OF THIS CONTRACT BEFORE THE END OF THE CONTRACTUAL PERIOD, YOU WILL BE REQUIRED TO PAY SUBSCRIPTION FEE OF THE REMAINING CONTRACT.

19. Final Information

EXHIBITS

Client agrees that the order placed is accurate that all services requested from USONYX are contained within this agreement. Included with this contract you should print off and all copies signed that was generated for you.