

Master Service Agreement

This document defines the MASTER SERVICE AGREEMENT or contract between NetHosting, LLC., a Utah Limited Liability Company, and wholly owned subsidiary of Fibernet Corp., at 1155 S. 800 E., Orem, UT 84097, USA, 888-504-4678 (hereinafter referred to as "NetHosting"), and the individual or entity using or purchasing services provided by NetHosting, herein after referred to as CUSTOMER for the indicated services and is subject to the following Terms and Conditions.

SERVICES. NetHosting shall provide CUSTOMER with the services indicated on the SERVICES AGREEMENT(s) in consideration for CUSTOMER's "PAYMENT OF FEES." SERVICE FEES, INSTALLATION FEES and SET-UP FEES. SERVICE FEES, INSTALLATION and SET-UP FEES are paid in consideration for the CUSTOMER's use of NetHosting's Services and do not include any unspecified services.

EFFECTIVE DATE. The EFFECTIVE DATE of the SERVICE AGREEMENT(s) shall be deemed the latter of the following: (a) the date NetHosting substantially completes the set-up, activation, or creation of the service, or (b) the date the service is ordered. The date the CUSTOMER first utilizes the service or whether or not the CUSTOMER ever uses the service shall have no bearing or effect on the EFFECTIVE DATE.

TERM. The TERM of the SERVICE AGREEMENT(s) are as specified plus any partial calendar month and commences as of the EFFECTIVE DATE. If no TERM is specified, then the contract will be considered to have a month-to-month TERM plus any partial calendar month. If no NOTICE of cancellation is given, upon the fulfillment of a TERM, the Agreement will automatically renew with either a month-to-month TERM if the SERVICE FEES are paid monthly, a three month TERM if the SERVICE FEES are paid quarterly, a six month TERM if the SERVICE FEES are paid semi-annually, or a twelve month TERM if the SERVICE FEES are paid annually.

BILLING PERIOD. CUSTOMER shall pay all fees according to the period and pricing model specified in the SERVICE AGREEMENT(s). For example, if the fees are quoted as Monthly Fees or per month then the BILLING PERIOD shall be considered monthly, if the fees are quoted as Annual Fees or per year then the BILLING PERIOD shall be considered annual, and so forth.

PAYMENT OF FEES. CUSTOMER agrees to pay all INSTALLATION and SET-UP FEES to NetHosting. CUSTOMER shall pay all SERVICE FEES to NetHosting in advance of the BILLING PERIOD on or before the first day of each BILLING PERIOD, before the close of business, during the TERM. All payments received after the first are subject to finance charges and administration fees and accounts may be, at NetHosting's sole discretion, inactivated until payment is received. CUSTOMER authorizes NetHosting to receive payments via the indicated monthly payment mode including without limitation the charging of the CUSTOMER's credit card or other electronic means.

CHANGE / INTERRUPTION / SUSPENSION / TERMINATION OF SERVICES. CUSTOMER is liable for all unpaid amounts due on CUSTOMER's account, even if services are terminated or cancelled in the middle of a billing cycle. NetHosting may charge interest on unpaid balances at the rate of 1.5% per month or the maximum rate allowed by law. NetHosting may use a third-party service to collect unpaid amounts and may charge attorneys, collection, or other reasonable fees incurred to collect unpaid balances. (a) Following the completion of the TERM, CUSTOMER may terminate the SERVICE AGREEMENT(s) without penalty, upon providing NetHosting with a 30-day written NOTICE of termination. (b) NetHosting may interrupt, suspend, or terminate CUSTOMER's Services if CUSTOMER breaches any term or condition of this Services Agreement. NetHosting will provide at least 5-day NOTICE of its intent to interrupt, suspend, or terminate CUSTOMER's Services unless by cause of force-majore or NetHosting believes, at NetHosting's sole discretion, such action must be taken sooner to prevent damage to NetHosting, its other customers, or affiliates.

COROLLARY SERVICES. Unless specifically indicated in the SERVICE AGREEMENT(s), corollary services, including but not limited to, technical support services, web design services, and marketing services are not included. Corollary services may be provided by NetHosting to CUSTOMER with contracts, without a contract, hourly, flat rate, or in the manner offered.

LISTS / UNSOLICITED ELECTRONIC MAIL. Use of email lists for unsolicited electronic mail or other mass electronic mailings is strictly prohibited. NetHosting reserves the right to deactivate the CUSTOMER's account(s) upon an indication of such activity. CUSTOMER hereby agrees to indemnify and hold harmless NetHosting from any claim resulting from the CUSTOMER's or another party's use of electronic mail service(s) on the

CUSTOMER's account(s).

INTERNET PRIVACY & CONFIDENTIALITY. CUSTOMER agrees to take whatever electronic or physical security measures necessary in order to preserve the sensitivity or confidentiality of information submitted via the Internet, stored within NetHosting facilities or accessible to services provided by NetHosting.

ILLEGAL / UNETHICAL / PORNOGRAPHIC USE. CUSTOMER shall use NetHosting 's Internet Services and the Internet in a manner wholly consistent with all applicable governing laws, rules, and regulations. CUSTOMER hereby agrees that the CUSTOMER's use of NetHosting 's Internet Services will not promote, send, view, or store: pornography; obscenity; nudity; violations of privacy, copyrights, trademarks, and property; computer viruses; or anything harassing and harmful. NetHosting reserves the right to deactivate or delete without notice any Internet Services in violation of this paragraph. CUSTOMER hereby agrees to indemnify and hold harmless NetHosting from any liability resulting from the CUSTOMER's use or abuse of NetHosting 's Services.

DISPUTE RESOLUTION. In the event it becomes necessary, to pursue collections, to refer any dispute to an attorney, or to resolve a dispute in a court of law, the prevailing party will be entitled to an award of any and all collections fees, reasonable attorney's fees and costs associated with any action regardless of whether or not a suit shall actually be filed. CUSTOMER agrees to pursue legal action only in Utah County, Utah, USA.

NOTICES. All notices to NetHosting must be given in writing. Please refer to the NetHosting website (<http://www.nethosting.com>) for additional information regarding billing and support issues. Notices regarding this MASTER SERVICE AGREEMENT or SERVICE AGREEMENT(s) should be directed to: NetHosting, 1155 S. 800 E., Orem, UT 84097 USA FAX 801-223-9937

CUSTOMER SHALL: a. Be solely responsible for all use of CUSTOMER's NetHosting password, and shall notify NetHosting immediately if CUSTOMER's password is lost, stolen, or otherwise compromised. b. Be solely responsible for all costs, including local and long-distance telecommunication service charges, required to connect to NetHosting. c. Be solely responsible for adequate and proper: data archiving, liability and property insurance, fire protection, electrical protection, cooling protection, physical, information, and network security, and systems maintenance including, but not limited to, software patches, protection

against viruses, and other environmental or network related issues. d. Use NetHosting's access service and the Internet in a manner wholly consistent with all applicable governing laws and regulations, and the acceptable-use requirements of Internet-specific media and network services.

DISCLAIMERS. NetHosting cannot control, is not responsible for, and shall not be liable to CUSTOMER for any damages or losses due to: CUSTOMER's inability to properly use NetHosting's access service, or, use of or inability to use the Internet; inadequacies or failures of CUSTOMER's hardware or software, or CUSTOMER's inability to use or improper use of the same; interruptions, failures or other problems caused by, in whole or in part, interruptions to telecommunication services or public services, network viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines, natural disasters, weather conditions, labor dispute, court order, acts of government authorities, force-majeure, or other causes beyond NetHosting's reasonable control; or content, inaccuracy, quality, type or volume of information data obtained from the Internet through NetHosting's service. IN NO EVENT SHALL NetHosting OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE SERVICE.

PERSONAL PROPERTY/LIABILITY INSURANCE. CUSTOMER agrees to obtain, at his own expense, a personal property policy of insurance for a limit of no less than the replacement cost of CUSTOMER's personal property and liability policy of insurance for no less than \$100,000.00 for his own personal property and content stored thereon including, without limitation, hardware, software, and data, that shall be located in any NetHosting facility. CUSTOMER agrees to indemnify and hold harmless NetHosting against any and all of the CUSTOMER losses which may occur at NetHosting's facilities including, without limitation, losses caused by building damage, fire, natural causes, crime, or the error or negligence of NetHosting or its employees.

NetHosting OWNERSHIP OF IP ADDRESSING. NetHosting always maintains control and ownership of any and all IP numbers and addresses that may be assigned to CUSTOMER and reserves the right, at its sole discretion, to change or remove any and all IP numbers and addresses.

ATTACHMENTS, AMMENDMENTS, and ACCEPTABLE USE POLICY (AUP). NetHosting and CUSTOMER are bound to attachments to this Internet

Services Agreement. CUSTOMER acknowledges that NetHosting policies may change from time to time and CUSTOMER hereby agrees to abide by these changes and be liable for such changes as reported at <http://www.nethosting.com/aboutUs/policies.php> or in NetHosting's AUP. The CUSTOMER's continued use of NetHosting's services after such changes shall constitute CUSTOMER's acceptance of the modification to this Services Agreement.

“AS IS” SERVICES. Internet Services are provided on an “as is, as available” basis. NETHOSTING gives no warranty, expressed or implied, for the virtual server services provided, including, without limitation, merchantability, fitness for a particular purpose, and temporary or indefinite interruptions of service. CUSTOMER acknowledges and agrees that NETHOSTING is not liable for any losses due to disruption of service by NETHOSTING or its providers beyond the fees paid by CUSTOMER to NETHOSTING for Internet Services.

CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS ALL PAGES OF AND ATTACHMENTS TO THIS MASTER SERVICE AGREEMENT and any SERVICE AGREEMENT(s) AND AGREES TO BE BOUND BY ALL ITS TERMS AND CONDITIONS, AFFIRMS THAT IT HAS FULL POWER AND AUTHORITY TO REPRESENT AND OBLIGATE THE CUSTOMER IF IT IS A BUSINESS ENTITY. CUSTOMER FURTHER AGREES THAT THIS MASTER SERVICE AGREEMENT AND SERVICE AGREEMENT(s) ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENTS BETWEEN THE CUSTOMER AND NetHosting WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT AND ALL OTHER COMMUNICATIONS BETWEEN THE CUSTOMER AND NetHosting, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. CUSTOMER'S CONTINUED USE OF THESE SERVICES IS CONSIDERED AN ACKNOWLEDGMENT AND ACCEPTANCE OF ITS TERMS AND CONDITIONS.