



7631 Wyoming St., Suite 207, Westminster, CA 92683
(888) 986-8249 Voice/Fax
www.ODCHOST.com

This Agreement is entered on this _____ day of _____, 2008 by and between ODC Network, ("ODCNet"), a _____ ("Client") in reference to the Internet service to be provided by ODCNet to Client.

1. ODCNET is in the business of providing direct connectivity to the Internet, and has its Network on facility at 600 W. 7th Street, Third Floor, Los Angeles, CA 90017 (herein "Data Center"), to provide a variety of hardware and software support for its clients.
2. Client desires to connect certain equipment or computer devices ("Server" or "Equipment") leased by Client to the Data Center for the purposes of obtaining Internet access and services from ODCNET for the term of one month ("month to month") from the deployment date. The deployment date shall be the date that packets begin flowing to the client's server(s), in this case _____ ("Service Start Date").
3. ODCNET shall provide basic services ("Internet Services") to Client, which shall include bandwidth and a direct connection of the Equipment to the Internet switch or router.
4. The total fee for Services shall be the rates picked from the payment options picked in this contract + onetime setup fees and any other upgrades as picked from the plans at the end of this agreement, payable in advance of the start of service as required herein, and monthly thereafter. ODCNet will automatically charge the monthly and other fees to the Clients credit card or account each month. The Client will be provided a web-based link to MRTG so that the client can see the bandwidth utilization. IP's are \$1/ip/month and are issued according to the policy of ARIN.NET. Additional IP's can also, be leased for \$1 per IP/month at anytime.
 - a. The fee for the Administrative Services, Managed Hosting and Network Back Link shall be **\$1,875 per month** and a 1 time fee of **\$7,000** for deploying server. There shall be no cost for Rebooting any Server and their shall be provided 24 hour technical support. Connectivity related technical support is free.
 - b. Client may be required to deposit additional security deposit to cover excessive bandwidth usage. Excessive usage shall be any bandwidth usage over the Subscription Rate. Failure to deposit additional reasonable deposit for excessive bandwidth usage at the Subscription Rate may result in suspension of account until such additional deposit is paid. ODCNET shall, of course, make reasonable attempts to notify client of such.
 - c. If Client so requests custom technical support or ODCNET must provide custom technical support or custom administration for Client at a later date. Client shall pay to ODCNET \$75 per hour for the total hours of Custom Support or Custom Administrative Services needed and/or requested by client. Administration regarding connectivity or simple network admin like replacing a stick of ram is FREE!!
 - d. All fees shall be due from Client in advance and shall be received by ODCNET prior to the

("Due Date") for the preceding month of service. Not receiving an invoice from ODCNET prior to Due Date is not grounds for delay of payment. This document and/or the online billing website will suffice as an invoice for the term of this agreement. If payment is not received by the Due Date, ODCNET may impose a late fee of \$25/server and if payment is not received within seven (7) days AFTER the Due Date, ODCNET, may at its sole discretion, disconnect services to Client's Server or Equipment without prior notice and without any liability to ODCNET. ODCNet shall be authorized to automatically charge the Client's credit or debit card and/or be allowed to issue automatic "e-checks" if the Client provides account information to do this.

- e. In the event that Client pays the monthly charges after the disconnect event, and ODCNET agrees to reconnect service to the Client, there shall be a minimum re-connection charge calculated at the rate of \$25.
- f. After the disconnection event for any reason, Client is still required to pay storage fees equal to the rate in paragraph 4. ODCNET does not leave Client equipment in Data Center free of charge. Client is encouraged to settle outstanding fees due ODCNET and remove equipment promptly.
- g. Client understands that ODCNET is required to make advance term commitments and purchases of bandwidth and provide services for start-up of Client's connectivity to Internet.
- h. ODCNET shall not be required to refund any fees to Client charged pursuant to this Agreement, except by mutual agreement.
- i. Client can cancel this agreement anytime. No refunds of any kind are due in the event of cancellation unless Client has prepaid 1 YEAR and terminates early in which case Client shall be entitled to a refund of the difference between the prepaid amount and the amount the Client would have paid had he signed up for the month-to-month rate and paid set-up fees.
- j. Client is aware that Client is required to make a reasonable effort to estimate the monthly bandwidth usage and prepay such amount for the first month of this contract. Subsequent months shall be billed and based upon the monthly bandwidth usage of the prior 30 days and shall be payable by the Due Date of each subsequent month for the term of this agreement.
- k. Buy-Out Clause: dedicated servers are technically the property of ODC Network. If the Client wishes to own the server outright and remove it from ODCNet.com then client may pay a one time \$850 buy-out at anytime.

5. **Client is aware and understands that:**

- a) ODCNET obtains its electrical power from the local public utility company, the Los Angeles Department of Water and Power. ODCNET may provide UPS and additional emergency back-up battery power, but shall not be required to guarantee the performance of such back-up power.
- b) ODCNET obtains Internet access from other Internet backbone providers including LEVEL3, WILTEL, XO. ODCNET shall reserve the right to change bandwidth providers without notice.
- c) Availability of Internet access to ODCNET is not entirely under the control of ODCNET but internet access is guaranteed by ODCNET to be at 100% uptime. Client shall be entitled to a prorated refund for any downtime should any take place.
- d) While ODCNET's goal is to provide uninterrupted service to Client, there will be times that the connectivity to the Internet may be disrupted, in which case Internet access will not be available to ODCNET and to Client's Equipment at the Data Center. As ODCNET is connected to multiple providers of internet access and utilizes BGP-4 – to route traffic out redundant networks in the event of any single network failure, the chances that all such internet connections could go down at once would be very unusual.
- e) Equipment may shut down or malfunction at any time due to a variety of reasons, including without limitation, power surges from the Public Utility, Equipment malfunction, software problems, Internet problems, etc.
- f) ODCNET may have regular or periodic disruption of services due to scheduled and unscheduled maintenance of the equipment in the Data Center. ODCNET will notify Client of such dates and times of any scheduled maintenance disruptions via email or phone.

6. ODCNET is not responsible for lost business, financial or otherwise, resulting from any of the services that it offers. Such guarantees are not included in this agreement and would require separate written agreement, with additional consideration to enforce such guarantees.

7. ODCNET shall make reasonable efforts to protect Client's Equipment, however, Client should carry its own insurance or provide it's own remedy for losses ("Losses") due to
 - a) discontinuation of Internet connectivity for any reason whatsoever,
 - b) damage to the Equipment or Client's office due to any reason, including without limitation, fire, theft, water leakage, earthquake and all acts of God, and
 - c) loss of income to Client, damage to Client's software, or losses due to any other possible incident (together "Losses"). In any case, Client shall hold ODCNET, its employees, agents and assigns harmless against all Losses to Client.
8. Client shall indemnify, defend and hold ODCNET, its employees, officers, agents and assigns against all claims, losses and cause of action by anyone due to connectivity of Client's Server and Equipment to the Internet through the facilities of ODCNET at the Data Center ("Indemnification"). This Indemnification shall include all causes of action, including without limitation, claims, suits, judgments, collection activity, and harassment.
9. ODCNET shall have the right to discontinue service to the Client at any time, without refund, upon the sending to addresses provided to ODCNET from client, written (US mail, facsimile or e-mail) notice stating the cause, for the following reasons:

Violation of the terms of service herein stated, and/or as periodically changed as stated at <http://www.odchost.com>
10. False statements for personal gain at the expense of ODCNET.
 - a) Failure to follow instructions of ODCNET's staff or management while Equipment or Server is in the Data Center.
 - b) Attempt to remove equipment from the Data Center while a fee is outstanding.
 - c) Violation of any rule of the building owner.
 - d) Violation of law and issuance of any judicial action or governmental order to cease and desist the Server and Equipment operation.
 - e) Unannounced excessive bandwidth usage for which a deposit has not or is not provided.
 - f) SPAM originating or relaying from, or advertising sites, on Client Server. SPAM disconnections require termination fees outlined in 5.
 - g) Running IRC Server or selling "shell" hosting accounts.
 - h) Mismanaged server by the Client that results in, or could potentially result in, any form of harm or interruption of services provided by ODCNET.
 - i) If client cross connects, or load balances, two or more dedicated servers directly together using a separate connection with a second NIC port in each server or a private switch then such cluster will be limited to the bandwidth provided for a single server. The cluster will be treated as a single server and you will have to purchase additional bandwidth, if needed, accordingly.
11. In the event of a dispute between the parties due to this Agreement, parties agree to submit the dispute for arbitration in accordance with the rules of the American Arbitration Association. The prevailing party in any legal proceeding or arbitration shall be entitled to reasonable attorney fees and expenses whether or not the dispute is resolved through arbitration or court. Any legal dispute shall be in the Los Angeles jurisdiction.
13. This Agreement shall be the only agreement between the parties. All prior written and verbal representations and communications between the parties shall be null and void. Amendments to this agreement shall be in writing, executed by Client and ODCNet. If Client is a person, he or she, shall personally guarantee this Agreement. If Client is a legal entity such as a corporation, partnership, limited liability company, etc., and ODCNET has not specifically approved the credit of such entity, the Guarantor herein below shall fully and personally guarantee the performance of this Agreement.
14. Unless terminated, by the 15th of any month, the term of this contract shall extend for one additional month. i.e. this is a month-to-month contract.

AGREED AND ACCEPTED: (please type or print clearly!)

Name: _____.

Company Name: . _____.

Paypal Email: _____ Exp Date _____

Billing Address: _____.

City _____ State _____.

Zip: _____.

Phone: _____.

Fax _____

Email: _____.

Client Signature: _____ Date _____.

ODCNET Agreed by: _____ Date: _____.