

This agreement ("Agreement") is between wholesale hosting service provider Nspire Technology ("Nspire") at No.1 North Bridge Road, High Street Centre, #22-07 Singapore 179094 and the Customer or Hosting/Internet Service Reseller ("Customer") specified in the electronic order form annexed herein by reference ("Order"). The agreement is made effective as of the date of the order.

The parties agree as follows:

Overview

This agreement in conjunction with the Nspire Acceptable Use Policy annexed herein by reference (AUP) are intended to cover any and all services provided by Nspire and received by the Customer. This service agreement and annexed AUP together, contain the entire understanding between Nspire and Customer with respect to the services ("Services") described in the Order and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between Nspire and Customer. Customer acknowledges and agrees that its entire right relating to Nspire Services are as set forth in this agreement and hereby waives all other rights that it may have by implication of law or otherwise.

1. Services

Subject to the terms and conditions of this agreement, Nspire agrees to provide the wholesale hosting services specified in the Order. Subject to Customer's right to terminate this agreement in accordance to Section 4.3 of this agreement, Nspire may expand or contract the scope of the Nspire's services by issuing an amended order form to the Customer in advance of such change.

2. Initial Term

The initial term of this Agreement is stated in the Order ("Initial Term"). The Initial Term shall not commence until Nspire accepts and confirms the completed order form from the Customer and until first payment as set out in the Order is made in full by the Customer for Services to be provided during the Initial Term. Nspire reserves the right to reject any order in which case moneys collected will be refunded/reversed.

3. Renewal Term

Unless terminated by Nspire or in accordance with Section 4.3 of this Agreement, this Agreement will automatically renew for successive terms of equal length to the Initial Term at the applicable rate and discounts.

4. Fees and Payment

The Customer agrees to pay Nspire, without limitation, for services provided. Customer is fully responsible to ensure payment of any and all amounts due, are paid on time independently of receiving any invoices or billing notifications from Nspire. Customer accounts may be cancelled with or without warning if any and all customer accounts are not paid up-to-date.

Customer is responsible for keeping their contact and billing information up-to-date and accurate, including but not limited to a properly functioning and reachable email address and telephone number.

Invoices may be provided as a courtesy to Customer by any or none of the following: email, Nspire Customer Service Center or upon request fax or mail. Nspire assumes no responsibility for invoices lost or not received. Dollar amounts and costs indicated for all Nspire services are in US currency, unless otherwise stated. Payment for all Nspire services is billed and due a minimum of thirty (30) days in advance. Nspire reserves the right to refuse acceptance of any form of payment or terms. Service and/or handling fees above and beyond those listed may apply at the discretion of Nspire.

4.1 Overdue Accounts - Overdue accounts may, at the discretion of Nspire, be issued a late payment reminder and/or 72 hour disconnection warning notice. Regardless of receiving a late payment reminder or disconnection notice all overdue accounts will be suspended/disconnected from the Internet for a period of 72 hours. Disconnected accounts are cancelled automatically after 72 hours unless: payment is

received in full or alternative, suitable arrangements are made with Nspire. A minimum \$45 reconnection fee will be charged on all accounts reconnected after being suspended/disconnected. NOTE: If an account is cancelled, there is NO possibility that it can be restored and/or its data recovered.

4.2 Other Charges - Customers will pay all sales and value-added taxes, duties or levies imposed by any authority, government, government agency or commission or crown corporation in connection with the Nspire web hosting and related services as provided under this agreement. Customers are responsible for collecting such taxes, duties or levies from end users as imposed by authority, government, government agency or commission or crown corporation.

Nspire reserves the right to charge the Customer standard hourly rates \$95/hour US (\$57.50 minimum per instance) to cover the resolution of excessive or unusual problems or complaints.

4.3 Cancellation Policy - The cancellation of any hosting contract by the Customer **MUST** occur via emails to support@Nspire.com.sg. The email notification must be submitted at least 30 days prior to the requested cancellation date. There are no partial refunds or credits for early cancellations. All payments to Nspire. are final and non-refundable.

4.4 Bandwidth Usage - *Applies to metered bandwidth customers only. Monthly bandwidth overages will be billed to Customer at regular rates without further notice on a monthly basis. If bandwidth overages become excessive during any given billing period Nspire may at its discretion bill and collect for the overages without notice to Customer.

5. Acceptable Use Policy

Customers shall at all times comply with and help ensure that they and their clients comply with the terms and conditions of the current version of the Acceptable Use Policy (AUP) posted at www.Nspire.com.sg. Customer agrees that Nspire may amend the terms of the AUP from time to time by posting a new or different version of the Acceptable Use Policy at www.Nspire.com.sg. The Customer shall include the terms and conditions set out in the Acceptable Use Policy in an Acceptable Use Policy with its own clients. Violation of the terms set forth in Nspire's AUP will result in an immediate and indefinite suspension of Customer's services solely at the discretion of Nspire.

6. 99.99% Uptime Guarantee

Nspire endeavors to provide the most reliable network infrastructure possible to its Customers. To Customers in good financial standing with Nspire we guarantee that our network is available 99.99% of the time in a given month, excluding scheduled maintenance. The network is defined as core network infrastructure excluding the hardware, services and software running on your server. Network downtime is measured from the moment the Customer notifies a Nspire support representative of a network failure to the time the Network responds to an external "ping" request. Notification of network failure must occur at the time of the outage and not after the fact. Credits shall not be provided to the Customer if network downtime is the result of: a) scheduled maintenance b) circumstances beyond Nspire's reasonable control, including, but not limited to: dDOS or other network attacks, upstream or 3rd party network outages, war, fire, flood, sabotage, labor disturbance, acts of government, acts of god or c) breaking this Agreement or Nspire's Acceptable Use Policy.

7. Temporary Service Suspension

The Customer agrees that it may be necessary for Nspire to temporarily suspend services for technical reasons or to maintain the Nspire network, the Equipment or any other facilities, the timing of which will be as determined by Nspire. Such suspension of the Services will not be an interruption of the Nspire Services for the purpose of calculating network availability or the Customer's entitlement to credit for network interruption.

8. Emergency Service Suspension

Nspire may interrupt the Services at any time for any duration of time, without penalty or liability for any claim by the Customer, where necessary to prevent improper or unlawful use of Nspire Services or network. Such suspension of Services will not be an interruption for the purpose of calculating network availability or the Customer's entitlement to credit for network interruption.

9. Data Backups

Nspire offers data backup services for your critical data files. We make every effort to ensure the reliability of this process. However, because of technical issues regarding backups on live servers and the possibility of data corruption on backup

and restore, Nspire cannot guarantee any data can be fully restored. The Customer will hold Nspire without penalty or liability for any claim resulting from a failed backup and/or restore procedure.

10. Compromised/Hacked Server

A compromised or "hacked" server is a serious threat to our network. Nspire, at its sole discretion, will take any and all measures to prevent a compromised server from doing additional damage to its own system and files or to the rest of the network. Nspire may at its discretion charge a reconnect fee of \$45 for any server that has been disconnected due to compromise or other AUP violation.

Determination that a server has been compromised:

By the Client - If you believe your system may have been hacked, immediately report the situation to Nspire technical support. Nspire will examine your system and may implement additional monitoring of your system.

By Nspire - If a Nspire System Administrator believes a server on our network is compromised, Nspire will: 1) disconnect the server from the network, 2) contact the client, and 3) provide evidence of the server being "hacked".

11. Proprietary Rights

The Customer shall not display or otherwise use any trade mark, trade name, logo, symbols, coined word or combination of words used by Nspire or permit the same to be displayed or otherwise used in connection with any business conducted or controlled by the Customer except as may be specified or approved by Nspire in writing.

12. Termination of Agreement

If Customer breaches any of its obligations under this agreement or the Acceptable Use Policy (AUP) then Nspire may terminate this agreement at any time and without prior notice.

12.1 Discretionary Suspension or Cancellation of Services

Nspire reserves the right to refuse, suspend or cancel services provided to Customer for any reason Nspire deems necessary or warranted, including but not limited to, abusive or belligerent behavior, excessive administrative issues, consistent delinquent or late payments. Nspire may exercise this right at any time without prior warning or further explanation to Customer.

Nspire is not responsible for any loss of data or downtime resulting from willful, accidental or mistaken disconnection or cancellation of an account.

13. Limitation of Liability

Customer acknowledges and agrees neither Nspire nor any of its members, shareholders, directors, officers, employees or representatives will be liable for any special, indirect, consequential, punitive or exemplary damages, or damages (including but not limited to damages for loss of profits or savings, loss of data, or loss of use) in connection with this agreement. If, despite the foregoing limitations, Nspire or any of its shareholders, directors, officers, employees or representatives should become liable to Customer or any other person in connection with this agreement for ANY REASON, then the maximum aggregate liability of Nspire, its members, shareholders, directors, officers, employees and representatives for all such things and to all such parties will be limited to the lesser of the actual amount of loss or damage suffered by the claimant or the amount payable by Customer to Nspire for one month of service under this agreement.

14. Indemnity

Customer will indemnify and save harmless Nspire and its members, shareholders, directors, officers, employees, agents, contractors, and representatives from and against all damages, losses, costs and expenses (including actual legal fees and costs), fines and liabilities incurred by or awarded, asserted or claimed against Nspire or any of its members, shareholders, directors, officers, employees and representatives in connection with Customer's negligence, activities or omissions, or breaches of its obligations under this agreement, including claims brought by a person using or relying upon any advice given or publication produced and distributed by Customer.

15. Governing Law

This agreement shall be interpreted in accordance with and be governed in all respects by the laws of the Republic Of Singapore. The courts of Singapore shall have non-exclusive jurisdiction to entertain any action or proceeding brought by the parties in connection with this agreement or any alleged breach of this agreement. The parties each attorney irrevocably to the jurisdiction of such courts.

16. Customer Acknowledgement

Customer acknowledges that it accepts all risk of any unauthorized or illegal use of the Nspire network or any inter-connected network by third parties. Nspire provides no warranties, makes no representations, and accepts no liability for the unauthorized or illegal access or interference with the Customer's server/network.

17. Electronic Commerce

The Customer is solely responsible for all aspects of their online store or e-business. This includes, but is not limited to:

- The accuracy of statements and materials related to your products and/or services.
- The accurate calculation and application of shipping and sales tax.
- Processing Customer orders, inquiries and complaints.
- Maintaining the confidentiality of Customer's client credit card numbers and private information.

18. IP Address Ownership and Usage

Nspire assigns IP (Internet Protocol) addresses to Customers for their use. Customers have no right to use Nspire IP addresses not assigned to them, to move IPs between different servers or accounts or in ways not permitted by Nspire. Nspire maintains ownership of all IP addresses that are assigned to Customers and reserves the right to change or remove them at its sole and absolute discretion. Typically, however, these changes are rare and made only at the request of ARIN or an upstream provider. PLEASE NOTE: The allocation of IP addresses is restricted by the policies of ARIN. These policies dictate that name-based hosting MUST be used whenever possible. Nspire reserves the right to periodically review IP address usage and revoke authorization to use those IP addresses not being utilized or where name-based hosting could be used.

19. Nspire Administrative Account and Software

For the purposes of Datacenter, Network, Server maintenance, inventory and related activities, Nspire staff and management retain the right to administrative access to any and all dedicated, Virtual Private and shared servers on their network. To facilitate this, all Nspire servers may include a Nspire administrative account and/or daemon designed for these purposes. See Acceptable Use Policy (AUP) for more details.

Acceptable Use Policy

This agreement ("Agreement") is between wholesale hosting service provider Nspire Technology ("Nspire") at No.1 North Bridge Road, High Street Centre, #22-07 Singapore 179094 and the Customer or Hosting/Internet Service Reseller ("Customer") specified in the electronic order form annexed herein by reference ("Order"). The agreement is made effective as of the date of the order.

By using services ("Services") provided by Nspire, Customers agree to comply with the Acceptable Use Policies outlined in this agreement (AUP) and also to indemnify Nspire against any claims arising from any violation of this Policy as per sections 13 and 14 of the Nspire Master Service Agreement.

Nspire reserves the right to make changes to this Acceptable Use Policy at any time without notice, and those changes will be effective immediately upon posting to Nspire's web site at: <http://www.Nspire.com.sg>.

Nspire Customers agree to and are responsible for regularly reviewing this Policy. Continued use of Nspire services following any changes shall constitute acceptance of those changes by Customer.

This policy recognizes the fundamental fact that no one owns or controls the Internet. Nspire cannot monitor or control all activities of our Customers and their clients. We do not intend to actively screen, review, censor, edit or take responsibility for the activities or content of our Customers. Customers, not Nspire, assume all responsibility relating to their Internet activities including, but not limited to:

- Aspects of the Customer's business
- Content and data provided by or through a Customer
- Customer's computer and communications systems needed to access the Services
- Results obtained from using Nspire Services
- Compliance with all applicable laws and governmental regulations regarding Customer's business or use of the Services
- Use of the Nspire services by Customer's end users
- Compliance with this Acceptable Use Policy by the Customer and Customer's end users

Activities conducted on the Internet are subject to many of the same laws and regulations applicable to the offline environment. Customers must exercise a high degree of judgment and responsibility with respect to their use of the Services, including the responsibility to comply with this Acceptable Use Policy.

Customers will violate this Policy when they or their affiliates engage in any of the following activities:

Network Abuse

Using the Nspire network in any way that adversely affects other Nspire Customers is strictly prohibited. This includes but is not limited to:

- Gaining or attempting to gain unauthorized access to servers or services. Such attempts include but are not limited to: "Internet phishing scams" (tricking other people into releasing their passwords or other confidential information or data), password robbery, security hole scanning, port scanning, probing, monitoring or testing for system or network vulnerabilities.
- Introducing viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, packet bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- Intentionally omitting, deleting, forging or misrepresenting transmission information, including headers, return addressing information and IP addresses.
- Using IP addresses which were not assigned to them by Nspire.
- Running Internet Relay Chat (IRC) servers, bots or clients.

Illegal Content

Accounts may be terminated that include content or where links are provided to content that:

- Is unlawful.

- Is considered offensive by the web community in general.
- Promotes injury or physical harm against any group or individual.
- Promotes or teaches illegal activities.
- Exploits or depicts children in a negative or sexual way.
- Infringes on copyright, patents, trademarks, trade secrets, or other intellectual property including but not limited to: pirated computer programs, cracker utilities, warez and software serial numbers or registration codes.
- Violates any law, statute, ordinance or regulation governing the Customer's business or activities, including without limitation the laws and regulations governing export control, unfair competition, false advertising, consumer protection, issuance or sale of securities, trade in firearms, privacy, data transfer and telecommunications.

SPAM or Unsolicited Commercial Email

Nspire has a zero tolerance policy for the sending of SPAM or Unsolicited Commercial Email (UCE) over our network. Nspire Customers cannot send SPAM or UCE and cannot host sites or information advertised in SPAM or UCE. Customers are also responsible for the actions of their clients and must take all reasonable precautions to secure their servers and sites against SPAM exploits (e.g. open email relays and insecure CGI scripts).

Violating our UCE or SPAM policy will result in penalties. Upon detection or notification of a violation of our UCE policy, Nspire will initiate an immediate investigation. During this time, outgoing mail may be suspended from the offending ip address to prevent further violations. If a client is found to be in violation of our UCE policy, Nspire will impose penalties and/or, at its discretion, restrict or terminate the offending account and the Customer's access to our network. Repeated or serious violations may result in the immediate termination of the account. SPAM is a very serious matter.

PLEASE DO NOT SPAM. EDUCATE YOUR CLIENTS and TAKE ALL PRECAUTIONS against SPAM EXPLOITS. Nspire reserves the right to apply a minimum \$300 US per complaint investigation/resolution charge.

Nspire Administrative Login and Management Software

To facilitate data center/network/server management, inventory and related activities, Nspire VPS and shared servers include a Nspire administrative account and password and/or a Nspire daemon. All reasonable precautions are made by Nspire to maintain the security of these tools and the privacy of client data. Customers cannot tamper, hinder, delete, or in anyway change the functioning of these tools. To do so intentionally or otherwise is a violation of this agreement and is grounds for the immediate suspension of a Customer's account.

Account Cancellation

This Acceptable Use Policy (AUP) is not exhaustive. Nspire has the right to refuse service to anyone at any time WITHOUT WARNING OR PRIOR NOTICE. No refunds of fees paid will be made if account termination is due to a violation of the Acceptable Use Policy as outlined above.

Additional Fees

Nspire reserves the right to charge investigation/resolution/cleanup fees related to any AUP violation activity. Standard Nspire investigation/resolution/cleanup fee is \$600 US or more depending on circumstances. In the case of SPAM activity additional hourly fees, charged at Nspire standard rates, may apply.

PLEASE READ THE ABOVE AGREEMENT CAREFULLY. BY SIGNING BELOW YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND BY THE OFFICIAL RULES OF NSPIRE TECHNOLOGY.

AGREED & ACCEPTED:

Entrant Signature

Print Name

Date