

SystemInPlace Terms of Service  
Revision 3.0.1  
Revised: January 30, 2009.

ALL PAYMENTS MADE TO SYSTEMINPLACE ARE NON-REFUNDABLE.

SystemInPlace, ("the company") agrees to furnish Services to the Customer, subject to the Terms of Service set forth in this Agreement.

Usage of the Services construes acceptance of all contracts relating to the subscribed Services.

All contracts relating to the Services may be modified by the Company at any time. The Customer understands that modifications to the Service Contracts shall not be grounds for early contract termination or non-payment.

This agreement shall be construed in all respects in accordance to the laws of the state of Nevada, applicable to contracts enforceable in that state. The Customer agrees that the venue of Contract Arbitration shall be Reno, Nevada.

1. Disclosure

The Service Contracts specifically prohibit the usage of the Services for illegal activity. Therefore, the Subscriber consents to the Company's compliance with all appropriate subpoena requests and court orders. Furthermore, the Customer consents to service termination relating to any subpoena requests and court orders at the Company's discretion. All hosted content must be in accordance to USA law as well as local and state laws in the location of our data-centers, Chicago Illinois USA and Fremont California USA. Any customer or data found not to be in compliance with this TOS will be suspended and or removed at the company's discretion.

2. Service Rates

The Customer acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to the Customer appropriately. The Customer is aware that the Company reserves the right to discontinue Service tiers, and that the Customer has an option of staying in their current Service tier or changing to a replacement Service tier if one is available.

3. Payment

Establishment of Services is dependent upon receipt by the Company of all required payments to initiate the Services. Renewal payments are due on the anniversary date of the month for that month's service. All account dues are due by the end of the business day on the end of their anniversary. Accounts not paid in full by the due date will be considered delinquent.

4. Suspension

Services will be suspended within 48 hours of non-payment. Service interrupted due to non-payment may be charged a "reactivation fee" at the Company's discretion of at least \$25 and no more than \$50 depending on the nature of the Service restoration. Colocation accounts are subject to the arranged late fee located on your contract. Accounts that

cannot be collected which have substantial overages may be turned over to an outside agency for professional collection.

5. Seizure of Customer Provided Equipment due to NON PAYMENT  
Servers which have been suspended for non-payment will be seized after 30 days as assets used to settle the account balance at the Company's discretion.
6. Refunds, "Charge backs" and Other Payment Disputes  
Customer acknowledges that ALL payments made to the Company are non-refundable. This includes any setup fees, service fees and any other fees paid to the Company by the Customer. Any overcharges or other disputes MUST be reported to the Company within 30 days, or the charges will be considered valid. If the Customer disputes a charge to their credit card provider or other merchant services provider, that the Company considers to be valid, the Customer agrees to pay an "Administrative Fee" of not less than \$15 and not more than \$150.
7. Cancellation  
Cancellation notices must be received no less than 48 hours before the date of the next invoice. Customers wishing to cancel their account must notify the Company by opening a trouble ticket. Just a e-mail notice is not sufficient, if you do not have access to your helpdesk account, please email [support@systeminplace.net](mailto:support@systeminplace.net) from the email on file and we will reset your login information. The Customer must have all appropriate account information to process the cancellation request.
8. Lack of Warranty for any Fitness of Purpose  
DUE TO THE NATURE OF THIS SERVICE, THE CUSTOMER ACKNOWLEDGES THAT THE SERVICE IS PROVIDED AS IS WITHOUT ANY WARRANTY FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL THE COMPANY BE HELD LIABLE FOR ANY DAMAGES, LOSS, OR INJURY DUE TO USAGE OF THE SERVICE. CUSTOMER ACKNOWLEDGES THAT CUSTOMER PROVIDED EQUIPMENT MAY BE DAMAGED IN SHIPPING AND THAT THE COMPANY IS NOT RESPONSIBLE FOR DAMAGES.
9. Invoicing  
The Customer acknowledges that by default, all Invoices are sent electronically by our customer management software. By default you will receive 7 billing reminders, one each day starting 7 days prior to your due date. Customers may login to the helpdesk to change the frequency of your reminders. For any billing issues, please either open a trouble ticket or contact [support@systeminplace.net](mailto:support@systeminplace.net).
10. Customer access to Data Center Facilities  
The Customer acknowledges that the Company partners with multiple private datacenters, and may not be able to make arrangement for the Customer to work on their equipment. Customer access to equipment while in the facility will only be provided at the Company's discretion. Customers who do not rent a full cabinet will need to have a Company tech on site at all times when granted access, a hourly tech fee may apply.
11. Support Boundaries  
The Company provides 24x7 support to all eligible Customers using our customer

management system. All services and servers in the Company's locations are unmanaged; the Company only ensures that the service is up and running. The Company DOES NOT OFFER SUPPORT FOR APPLICATION SPECIFIC ISSUES. If the Customer does not remember their login details for the customer management system, they should contact [support@systeminplace.net](mailto:support@systeminplace.net) to get new credentials.

#### 12. Unsolicited Bulk E-Mail ("spam")

The Customer acknowledges and agrees to be bound to the Company's UBE policy documented in a separate contract.

#### 13. Network Resource Usage

- a. IP address ownership: Customers receiving IP address resources from the Company acknowledge that the IP address resources belong to the Company and may not be transferred outside of the Company's network. The Customer acknowledges that IP address resource assignment is restricted per ARIN policy. Customer acknowledges that assignment requests for the purpose of vanity reverse DNS will be declined.
- b. Bandwidth usage: In order to maintain a stable and secure network, the Customer acknowledges that the usage of network bandwidth resources may be monitored and limited if the usage is causing problems to other Customers. Furthermore, the Customer acknowledges that the Company will charge for bandwidth overages if a bandwidth limit is present in the Service tier the Customer belongs to.
- c. Security risks: Customers running Services which are seen as a security problem to the Company's security engineering staff may be suspended until the Services can be disabled. The Company reserves the right to determine what Services and Software are a security risk.
- d. Use of resources not assigned to account: Customers using resources not assigned to them will have their accounts suspended until usage of those resources are discontinued. Customers using resources in ways other than intended are subject to immediate termination without notice.
- e. System and Network Security: Customers are prohibited from using the network in any way that violates the security of the network or other networks connected to the Internet. Violations of this policy will result in complete cooperation with the appropriate Law Enforcement Agencies.
- f. Forgery: Customers are prohibited from using the network in any way that results in forged messages and postings being sent from the network. Examples include, without limitation: sending e-mail messages or newsgroup postings with forged headers and spoofing ARP packets to monitor other customer traffic, and taking any form of action to gain access to services to which the user is not entitled.

#### 14. Notification of Violation

The Company is not under any obligation to actively enforce the TOS and AUP against its Customers, however the Company is under an obligation to investigate all complaints and claims made to [abuse@systeminplace.net](mailto:abuse@systeminplace.net) which appear to the Company to be legitimate. The Customer is aware that depending on severity, the Service may be suspended

without prior warning.

#### 15. Scope of Agreement

The Customer acknowledges that any sub-Customers will also be bound to the terms of this agreement and all other agreements relating to the Service made with the Company.

#### 16. Indemnification

The Customer acknowledges that the Company is indemnified from any legal actions or the bringing of a claim against the Company as a result from the Customer's usage of their Service, or any downtime incurred.

#### 17. Contact Information

The Customer acknowledges that they must provide current contact information regarding to their Service at all times. The Customer acknowledges that invalid contact information will result in service suspension.

#### 18. Responsibility for Content and Service Usage

The Customer acknowledges that they are responsible for all content they store, route, or publish on the Company's network.

#### 19. Labor

Colocation Labor: Company labor will be billed in 1 hour increments. Currently labor charges will be rated at \$60/hour with a 1 hour minimum per incident.

Dedicated Server OS Reloads: Customers requesting a OS reload will be billed 1 onsite labor hour at the rate of \$50.00, if remote installation is available for your OS there will be a charge of \$20.00 per OS reload.

VPS Server OS Reloads: VPS OS will be re-imaged at no additional charge as long as the re-imaging is not excessive. The company reserves the right to charge customers for excessive OS reloads.

The Company will provide labor free of charge to fix any problems not caused by the Customer. Problems caused by the Customer will result in labor billed at the cost of the current rate of \$60/hour with 1 hour minimum.

Management: All service management and included services are billed at the contracted rate.

All Labor rates are rounded up to the nearest hour.

#### 20. Bandwidth Usage Billing

Bandwidth is billed in the increment purchased by the customer. Dedicated server and Colocation customers are billed on a 95%tile basis unless otherwise arranged. Accounts rated per GB will be assessed .50 cents per GB overage. Accounts rated on a 95%tile basis will be charged a overage fee of 25\$ per mbit.

#### 21. Miscellaneous Disclaimers

a. A waiver by the Company of any breach of any provision of this Agreement by the

Customer 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.

b. The Customer shall not transfer or assign this Agreement without the prior written consent of the Company. Company may assign Agreement at anytime without consent from or notice to Subscriber. Company reserves right to cancel the Customers rights under this contract at anytime without further obligation.

c. The Company takes no responsibility for any material input by others and not posted to the Company's network by the Company. The Company is not responsible for the content of any other websites linked to the Company's Network; links are provided as navigation tools on the Internet only. The Company disclaims any responsibility for inappropriate use, and any liability to any person or party for any other person or party's violation of this policy.

d. Customers are 100% responsible for making and maintaining their own backups. We do not make or maintain your backups for you unless you have a management plan which includes this. We do not recommend you store your backups on the same vps or server you are backing up, instead we suggest you always backup to a secure off site server or your local PC.

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