

AGREEMENT: Made by The Customer, in the Month of _____, on the _____ day, in the year of 2____ by Joatmon Services and between (hereinafter referred to as the "The Customer " with its offices ADDRESS listed at the bottom of this form) and Joatmon Services (hereinafter referred to as "Joatmon Services" with its Mailing address at 52 Mill Street, Abington, Massachusetts 02351), who wishes to use the services of Joatmon Services in accordance with Joatmon Services' standard options.

WHEREAS: Joatmon Services has been commissioned and hired by The Customer to provide Web hosting for the Customer's existing or soon to be existing Website site at:
(http://_____)

Our desire is to delight the Customer. One way is to make clear our understandings with each other. These are the terms of our agreement:

This contract is between Joatmon Services and the Customer for the purposes of Web Hosting.

I. Financial Arrangements:

1. The Customer agrees to a 1 (one) year contract, beginning upon commencement of service.
2. One year shall be due upon receipt of contract.
3. This agreement will automatically renew for the life of the contract until cancelled in writing. Customers will receive an invoice and payment is due upon receipt. Initial payment is due with the contract, regardless of the status of domain name application or any other forces beyond the control of Joatmon Services.

II. Taxes:

1. Joatmon Services shall not be liable for any taxes or other fees to be paid in accordance with or related to sales made from the Customer using Joatmon Services' server. The Customer agrees to take full responsibility for all taxes and fees of any nature associated with such products sold by the Customer.

III. Material and Products:

1. The Customer will provide Joatmon Services with material and data in a condition that is "server-ready", which is in a form requiring no additional manipulation on the part of Joatmon Services. Joatmon Services shall make no effort to validate this information for content, correctness or usability.
2. Use of Joatmon Service's service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of the Customer's Web space by the Customer. The following examples are offered: Web Publishing: requires a knowledge of HTML, properly locating and linking documents, FTPing Web space contents, Graphics, text, Sound, imagemapping, etc. CGI-Scripts: requires a knowledge of the UNIX environment, TAR & GUNZIP commands, Perl, CShell scripts, permissions, etc. Autoresponders, forwarding mail, use of mail by Customers to receive mail, etc.
3. The Customer agrees that he or she has the necessary knowledge to create the Customer's Web space. The Customer agrees that it is not the responsibility of Joatmon Services to provide this knowledge or Customer Support outside of the defined service of Joatmon Services.
4. Joatmon Services will exercise no control whatsoever over the content of the information passing through the network. Joatmon Services makes no warranties or representations of any kind, whether

expressed or implied for the service it is providing. Joatmon Services also disclaims any warranty of merchantability or fitness for particular purpose and will not be responsible for any damages that may be suffered by the Customer, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Customer. Use of any information obtained by way of Joatmon Services is at the Customer's own risk, and Joatmon Services specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of a connection to and do not represent guarantees of available end to end bandwidth. Joatmon Services expressly limits its damages to the Customer for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. Joatmon Services specifically denies any responsibilities for any damages arising as a consequence of such unavailability. In the event that this material is not "Server-ready", Joatmon Services may, at its option and at any time, reject this material, including but not limited to after it has been put on Joatmon Service's Server. Joatmon Services agrees to notify the Customer immediately of its refusal of the material and afford the Customer the opportunity to amend or modify the material to satisfy the needs and/or requirements of Joatmon Services. If the Customer fails to modify the material, as directed by Joatmon Services, within a reasonable period of time, which shall be determined between the parties themselves, the Agreement shall be deemed to be terminated.

5. If Joatmon Services shall acquire an Internet Domain Name on behalf of the Customer, then in such case the Customer hereby waives any and all claims which it may have against Joatmon Services, for any loss, damage, claim or expense arising out of or in relation to the registration of such Domain Name in any on-line or off-line network directories, membership lists or registration lists, or the release of the Domain Name from such directories or lists following the termination of the providing of this service by Joatmon Services for any reason.

IV. Trademarks & Copyrights:

1. The Customer warrants that it has the right to use the applicable trademarks, if any.

V. Hardware, Equipment & Software:

1. The Customer is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access Joatmon Services. Joatmon Services makes no representations, warranties or assurances that the Customer's equipment will be compatible with the Joatmon Services service.

VI. Age:

1. The Customer certifies that they are at least 18 years of age.

VII. Internet Etiquette:

1. The Customer may not use Joatmon Services servers for the purpose of Mass Electronic Junk mail. The Customer may not use Joatmon Services servers for excessive computation time inappropriate for Internet Web servers. The Customer may not install in her/his account any program which presents a security problem on that server. Joatmon Services reserves the right to immediately cancel any service account which is causing a disruption of services for other customers. Electronic forums such as mail distribution lists and Usenet news groups all have expectations regarding subject area and appropriate etiquette for posting. Users of these forums should be considerate of the expectations and sensitivities of others on the network when posting material for electronic distribution. The network resources of Joatmon Services may not be used to impersonate another person or misrepresent authorization to act on behalf of others or Joatmon Services. All messages transmitted via Joatmon Services should correctly identify the sender; users may not alter the attribution of origin in electronic mail messages or posting.

Users must not attempt to undermine the security or integrity of computing systems or networks and must not attempt to gain unauthorized access.

2. The Customer may not run any software, applications, or other processes on Joatmon Services' servers without the express written permission of Joatmon Services.

VIII. Termination:

1. This Agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. Notice must be made by mail or electronic mail. Joatmon Services will not accept terminations over the telephone. Notwithstanding the above, Joatmon Services may terminate service under this Agreement at any time, without penalty, if the Customer fails to comply with the terms of this Agreement, including non-payment. Joatmon Services reserves the right to charge a reinstatement fee.

IX. Limited Liability:

1. The Customer expressly agrees that use of Joatmon Services' Server is at the Customer's sole risk. Neither Joatmon Services, nor its employees, affiliates, agents, third party information providers, merchants licensors or the like, warrant that Joatmon Services' Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Joatmon Services Server service, unless otherwise expressly stated in this Agreement.
2. Under no circumstances, including negligence, shall Joatmon Services, its officers, agents or anyone else involved in creating, producing or distributing Joatmon Services' Server service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Joatmon Services Server; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to Joatmon Services' records, programs or services. The Customer hereby acknowledges that this paragraph shall apply to all content on Joatmon Services' Server.
3. Notwithstanding the above, the Customer's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which the Customer paid during the term of this Agreement and any reasonable attorney's fee and court costs.

X. Lawful Purpose:

1. The Customer may only use Joatmon Services' Server for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. This also includes links or any connection to such materials.

XI. Indemnification:

1. The Customer agrees that it shall defend, indemnify, save and hold Joatmon Services harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against Joatmon Services, its agents, its customers, servants officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Customer, its agents, employees or assigns. The Customer agrees to defend, indemnify and hold harmless Joatmon Services against Liabilities arising out of (i) any injury to person or property caused by any products sold or otherwise distributed in connection with Joatmon Services' Server; (ii) any material supplied by the Customer infringing or allegedly infringing on the proprietary rights of a third

party; (iii) copyright infringement and (iv) any defective product which the Customer sold on the Joatmon Services Server.

XII. Contract Revisions:

1. Revisions to this Contract will be applicable to previous Contracts. Revisions will be considered agreed to by the Customer on renewal of Joatmon Services. Services as specified in Section I. Financial Arrangements.

XIII Transfer:

1. The Customer may not transfer this agreement without the written consent of Joatmon Services.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications to this Contract thereto are agreed to by both parties upon renewal of services.

Contract By and Between

This Contract is between the following Parties:

_____ & Joatmon Services
_____ 52 Mill Street,
_____ Abington, Massachusetts 02351
_____ United States
_____ (781) 363-0370
_____ webmaster@joatmon.com

Authorized Signer

Authorized Joatmon Representative

Print Name

Print Name