

WEB SITE HOSTING AGREEMENT

All BRACEWELL WEB WORKS hosting accounts are bound by BRACEWELL WEB WORKS policies. Violation of these policies will result in warnings, account suspension, account termination, and/or legal action, depending on the severity of the violation. BRACEWELL WEB WORKS is not responsible for the content of its clients, however all clients must abide by this Terms of Service policy.

LAWFUL USE

Customers may not use BRACEWELL WEB WORKS Hosting Services to conduct, or solicit the performance of, any illegal activity, or to conduct any other activity that infringes on the rights of BRACEWELL WEB WORKS or any third party.

INAPPROPRIATE MATERIAL

BRACEWELL WEB WORKS accounts may not host, be portal to, or handle material that directly or indirectly contains nudity, pornography, adult material, obscenity, discriminatory/hate propaganda, hacking-related material, material which promotes the illegal distribution of software ("warez"), or any material that results in reasonable complaints from other customers or third parties.

INTELLECTUAL PROPERTY RIGHTS

Customers may not upload or transmit any message, data, image or program that would violate the property rights of others. This includes the unauthorized transmission of copyrighted text, images, music, programs, trade secrets, confidential or proprietary information, trademarks, service marks, trade names, or any other proprietary rights of others. Customers may not upload or transmit any information which is libelous or defamatory, or which violates or infringes on any right of privacy of any person. It is BRACEWELL WEB WORKS policy to terminate the accounts of any customer, in appropriate circumstances, who is a repeat infringer. However, BRACEWELL WEB WORKS expressly reserves the right to terminate or suspend the service of any customer, even for a single act (or claimed act) of infringement. Any disputes or inactions which result in attorneys' fees to BRACEWELL WEB WORKS will be charged to your account.

WEB HOSTING RENEWAL POLICIES

BRACEWELL WEB WORKS will automatically renew your web hosting account at the end of the initial billing cycle and every billing cycle thereafter, regardless of the status of domain(s) within the account (i.e.; current/valid or expired).

CANCELLATION

You may cancel your whole account or any one of your hosting services at any time. Please contact billing@BRACEWELLWEBWORKS.com. Your account or service will be terminated at the end of your current billing cycle with no further charges upon completion of the outlined directions that will be provided to you.

There will be no refunds issued after 30 days of setting up your web hosting. Set up fees are non-refundable.

PAYMENT TERMS

All web hosting services are due in advance and non-refundable. Any invoice that is 10 days past due or more will be suspended. A fee of \$35 will be imposed to re-instate services.

SPAMMING

BRACEWELL WEB WORKS has zero tolerance for UBE/UCE (unsolicited bulk email/unsolicited commercial email). This policy protects our customers as well as the Internet community from the negative effects of "spam" related activity. BRACEWELL WEB WORKS defines UBE/UCE as unsolicited

broadcast or commercial email that is sent to addresses that do not affirmatively and verifiably request such material from that specific sender.

1. BRACEWELL WEB WORKS customers or any other user of bandwidth and/or services on our network (herein described as 'users') are prohibited from sending UBE/UCE. Users may be asked to produce records that verify that explicit affirmative permission was obtained from a recipient before a mailing was sent. BRACEWELL WEB WORKS may consider the lack of such proof of explicit affirmative permission of a questionable mailing as UBE/UCE at its sole discretion.

3. BRACEWELL WEB WORKS customers may or may not be notified in the event that they may be hosting sites listed as violators of the above policy. Failure to rectify such situations will be cause for termination without prior warning.

4. BRACEWELL WEB WORKS customers are prohibited from providing hosting services for websites that have been included in UBE/UCE. Hosting includes, but is not limited to, hosting website(s), providing DNS services as well as website redirect services.

5. Valid complaints received by BRACEWELL WEB WORKS will be made available to customer. BRACEWELL WEB WORKS will block traffic to and from the IP address involved in the UBE/UCE complaint until the problem is resolved and preventative measures have been implemented to prevent the violation from recurring and BRACEWELL WEB WORKS reserves the right to permanently disable all traffic to an account involved in UBE/UCE complaint. All users are responsible for maintaining a working email contact and updating that information with BRACEWELL WEB WORKS when it changes.

6. If BRACEWELL WEB WORKS receives complaints indicating that a problem has not been resolved, BRACEWELL WEB WORKS reserves the right to suspend and/or cancel ANY AND ALL SERVICES provided to the user immediately.

VIRUSES

In the event that any virus or destructive element is found or furnished with any content, the customer will use their best efforts upon learning that such situation exists, to immediately eliminate the virus or destructive element. Customer will notify BRACEWELL WEB WORKS as to the existence of any such virus or destructive element immediately upon discovery thereof, and BRACEWELL WEB WORKS will have the right to take any steps it deems necessary to eliminate the virus or destructive element and to be reimbursed by the customer for its costs relating to any such commercially reasonable steps.

Email accounts may not be used for permanent storage. Read mail (left on the server) is subject to removal after 30 days.

Any account, which, due to extraordinary resource utilization, negatively impacts other customers, will be required to reduce resource utilization, move to a dedicated server environment or terminate your account. IRC bots and connections to IRC services will not be allowed under any circumstances.

BANDWIDTH

A large portion of the domains that we host only receives around 1000-2000 page views per month. Due to this, they are only using a small percentage of a GB of transfer per month.

A site's bandwidth is considered very resource intensive at (10% of system resources, CPU load or 10% of the transfer allotted to that server). Normally you can get around 50,000 standard page views per GB of transfer. Real Audio/Video and/or a CGI or graphic intensive site will consume more bandwidth than standard page views as each file that is called by a visitor consumes bandwidth.

In the event that your site becomes much trafficked, there are a few things you can do to reduce the bandwidth usage. Sometimes it can be a simple program change or researching to see if people are

linking to your graphics or files (that is a very fast way to eat up your bandwidth - so do not let people link to your stuff).

Monthly Traffic is another word for allowed Bandwidth per month. Bandwidth is a measurement of the amount of data transferred to visitors of your site. BRACEWELL WEB WORKS provides enough of data transfer per month, for the majority of sites. If you still need more, see products page for additional per month traffic costs.

WARRANTY

No warranties are provided by BRACEWELL WEB WORKS

You assume full responsibility and risk for use of the service and the Internet by you and your authorized users and visitors. The service is provided on an "as is" and "as available" basis. BRACEWELL WEB WORKS does not warrant that the service will be uninterrupted or error-free or that any information, software or other material accessible via the service is free of viruses, worms, Trojan horses, or other harmful components. BRACEWELL WEB WORKS makes no express or implied warranties, representations or endorsements including, but not limited to, warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose regarding any merchandise, information or service provided through BRACEWELL WEB WORKS or on the internet generally. No advice or information given by BRACEWELL WEB WORKS, its employees, affiliates or contractors shall create a warranty.

BRACEWELL WEB WORKS shall not be liable for any costs or damages arising directly or indirectly from use of the service. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services, and other information, and the quality and merchantability of all merchandise provided through the service or on the Internet generally.

REFUSAL OF SERVICE

BRACEWELL WEB WORKS reserves the right to refuse service to anyone at its sole discretion.

CUSTOMER PRIVACY

BRACEWELL WEB WORKS respects the privacy of its customers, and will not sell or trade the names and addresses of its customers. BRACEWELL WEB WORKS reserves the right to provide contact information upon request in matters relating to potential legal action, flagrant abuses, as required by law, or when appropriate contact information can not be found on the customer's website.

BRACEWELL WEB WORKS demonstrates its commitment to our customers' privacy by providing this statement. We will do everything in our power to ensure your right to privacy. We are committed to receiving your trust. BRACEWELL WEB WORKS will never intentionally violate that trust.

BRACEWELL WEB WORKS Will Not Sell Your Personal Information. BRACEWELL WEB WORKS keeps all your information confidential.

CRIMINAL PROSECUTION

There is numerous federal, state and international laws regulating the use of the Internet. BRACEWELL WEB WORKS will not hesitate to initiate criminal prosecution and/or cooperate with government agencies relating to abuse of BRACEWELL WEB WORKS's services or systems.

INDEMNITY

You agree to defend, indemnify, and hold BRACEWELL WEB WORKS and its affiliates harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or arising from: any violation of this Agreement by you or those who access the Service through your account; AND, the use of the Service or the Internet and the placement or transmission of any message, information,

software, or other materials on the Internet by you or by those who have access to the Service through your account.

Under no circumstances shall BRACEWELL WEB WORKS, its employees, affiliates or contractors be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from any: use of your account or the service or your inability to use the service; access of the internet or any part thereof; or, your reliance on or use of information, services or merchandise provided on or through the service or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance.

TERMINATION OF AGREEMENT

You may terminate this Agreement as outlined in Cancellations Section. Your termination will only be complete upon your receipt of a confirmation from BRACEWELL WEB WORKS. Charges to your account will stop accruing the day you receive your confirmation. BRACEWELL WEB WORKS does not issue pro rata fee refunds.

BRACEWELL WEB WORKS may terminate this Agreement: at any time without cause upon 30 days prior notice; or, immediately upon notice if you, or any person who has access to the Service through your account, commit a material breach of this Agreement, including but not limited to a breach of any obligation imposed in this agreement or you fail to pay any charges within 15 days of the date they accrue.

Termination of this Agreement does not release you from the obligation to pay all accrued charges under this Agreement.

BRACEWELL WEB WORKS right to enforce the provisions of this Agreement shall survive termination of this Agreement.

MISCELLANEOUS

BRACEWELL WEB WORKS failure to enforce strict performance of any provision of this Agreement shall not be construed as a waiver.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, United States of America, without regard to its conflicts of law provisions. You consent to the personal jurisdiction of the federal and state courts having jurisdiction for Colorado Springs, Colorado with respect to all disputes arising out of this Agreement, your use of the Service or otherwise between you and BRACEWELL WEB WORKS. Any cause of action you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

Any action at law, suit in equity, or other judicial proceeding concerning, relating to, arising from, or touching upon in any way, no matter how remotely, the contract for services between you and BRACEWELL WEB WORKS, Inc. and/or your use of and/or BRACEWELL WEB WORKS provision of systems and services hereunder, shall be brought and litigated, if at all, only in the state court system of the State of California. In such event, you acknowledge the right of the specified court to assert personal jurisdiction in any such action over you and waive and release now and forever any defense to that assertion of jurisdiction that might otherwise exist.

BRACEWELL WEB WORKS reserves the right to alter, amend or modify this Agreement at any time without prior notice. No amendment or modification to this Agreement by you shall be valid or binding on BRACEWELL WEB WORKS unless made in writing and signed by both parties.

Your continued use of BRACEWELL WEB WORKS services indicates your complete acceptance and legal binding to this entire Agreement without exception.



P. O. Box 538 • Colorado Springs, CO 80901-0538

Phone: 719.632.1340 • Fax: 877.868.4509

e-mail: info@bracewellwebworks.com

The undersigned certifies that they have the authority to commit COMPANY/CLIENT to this agreement and that they agree to all terms and conditions of this agreement and Exhibit A on behalf of their company.

Authorized Client Signature: _____

Print Name: _____

Company Name: _____

Domain Name: _____

Date: _____

Please fax to 1-877-868-4509 (toll-free)