

SPECIFIC TERMS AND CONDITIONS OF SERVICE:

- 1. Term and Termination of Service:** Customer agrees that contracted services shall extend for the duration specified in the Service Order Form (SOF) and shall automatically renew for successive terms (the “Renewal Term”) thereafter unless either party shall give written notice of termination thirty (30) days prior to the termination of the initial term or Renewal Term (sometimes referred to collectively as the “Term”). Written notice of cancellation is required through an email to billing@vlan24.com. Vlan24, Inc. may, at its sole discretion, terminate the Agreement upon non-payment as set forth in Paragraph 3 below, or if Customer violates any terms and conditions of Vlan24, Inc.’s Acceptable Use Policy (AUP) and/or Terms of Service (TOS). If so terminated, no refunds will be made for pre-paid services.
- 2. Service Activation:** All accounts are setup on a pre-paid basis. The service activation time is determined by the Service Order Form. Maximum time to activate services from the date of contract execution is 14 days unless Customer requests a specific time in writing or as stated in the Service Order Form. Under this Agreement, service is upon Customer receipt of connectivity, logins to server and/or IP’s, and shall continue for the Term.
- 3. Service Fees:** Fees for service(s) ordered by the Customer shall be paid to Vlan24, Inc. in the total amount shown or stated as due or payable to Vlan24, Inc. All Service Fees are due in advance of services and are billed on a monthly basis unless otherwise noted in the Service Order Form. Customers may be billed on a calendar month cycle, quarterly, half-yearly, or yearly, or service schedule cycle. Bills will include the service period covered and the Due Date for payment. It is possible that Service Fees are billed as one-time charges as non-recurring charges (NRCs) or ongoing monthly recurring charges (MRCs) and may be billed on a prorated basis. NRCs such as setup fees, administrative fees, bandwidth overages and late fees may be billed in service arrears.
- 4. Additional Technical Support Services:** Additional Technical Support Services will be billed in minimum increments of sixty (60) minutes each, at a rate of \$300.00 per (60) minutes. Unless otherwise specifically stated in the Service Order Form, Customers who request Additional Technical Support Services agree to all terms and conditions of Vlan24, Inc.’s Terms of Service Agreement, including the Acceptable Use Policy.
- 5. Non-Payment:** Payment must be received by Vlan24, Inc. on or prior to the payment Due Date. The payment Due Date can be found on the Customer’s Invoice for services. Failure to remit payment for services by the Due Date is a violation of the Terms of Service. **Fees:** (1) A late fee of 10% of the total bill amount will be incurred and will be added to all delinquent invoices. Failure to remit payment for seven (7) consecutive days, including the Due Date, may, at the discretion of Vlan24, Inc. result in a suspension or termination of access and service. In addition to the other rights and remedies of Vlan24, Inc., upon non-payment by Customer of the invoices due and owing to Vlan24, Inc., Customer grants Vlan24, Inc. a lien upon, and the right to retain, all equipment, including but not limited to servers, switches, and cabling, placed in Vlan24, Inc.’s facility, until all invoices due Vlan24, Inc. have been paid in full. During such retention by Vlan24, Inc., it may deny Customer access to part or all of such equipment. Customer agrees that Vlan24, Inc. shall have no liability to Customer or any other party for retention or denial of access to any of Customer’s equipment and (2) If services are deactivated/ disabled due to non-payment, a minimum reactivation fee (Case by Case) must be paid and the account made current before any services are reactivated/enabled.
- 6. System-Level Support:** Vlan24, Inc. is not responsible for repairs necessitated by Customer alteration of the operating system. Vlan24, Inc. shall not be liable for delay in furnishing or failure to furnish service if forces beyond the reasonable control of Vlan24, Inc. cause such delay.

- 7. Taxes:** Customer is responsible for paying all foreign, federal, state and local sales, use, value added, excise duty and any other taxes assessed with respect to any services, other than for taxes based on Vlan24, Inc.'s net income.
- 8. Service Credits:** Service Credits will be issued to your Customer account when applicable and shall be used to offset future billable services. Service Credits shall not be issued as cash back to the Customer nor shall the Service Credits be transferrable to other Customers. Service Credits shall expire if Customer's account is terminated.
- 9. Refunds & Disputes:** All services rendered by Vlan24, Inc. are non-refundable. This includes, but is not limited to: setup fees, non recurring charges (NRCs), monthly service fees (MRCs), upgrade fees, additional service fees, administrative fees and late fees. In the event that Customer disputes any amount stated in any Bill and intends to withhold payment of the amount, Customer must give Vlan24, Inc. a written notice via an email to billing@vlan24.com of such dispute before the Due Date of the Bill and must state in such notice the grounds for such dispute. Vlan24, Inc. shall provide a written response to Customer within thirty (30) days of its receipt of such written notice. The parties agree that Vlan24, Inc. has the sole final determination of the dispute. If Vlan24, Inc. determines the dispute is valid, an adjustment to client's bill shall be made. If Vlan24, Inc. determines the dispute is not valid, Customer shall remit payment within five (5) days of notification by Vlan24, Inc. of its final determination.
- 10. Charge Backs:** Customer agrees not to chargeback any credit card payments for services rendered. A chargeback of payment for services rendered will result in an additional charge of a minimum of 10% of the amount charged back or \$250, whichever is greater, and will be subject to collection by an authorized collection agency. Customer is responsible for any fees and costs (including, but not limited to, reasonable attorney's fees, court costs and collection agency fees) incurred by Vlan24, Inc. in enforcing collection.
- 11. Data:** Vlan24, Inc. agrees to use commercially reasonable efforts and best industry practices when deploying services related to data integrity, backup, security, and retention. These services include, but are not limited to: hard drive storage, RAID, hard drive arrays, network attached storage, storage area networks, operating system installs, operating system reloads, customer portal information, and other situations involving customer data. Customer assumes ultimate responsibility for data integrity, retention, security, backup, and ownership. In the event that Vlan24, Inc. handles Customer data, i.e., when replacing hard drives, Vlan24, Inc. will act in accordance with PCI guidelines to ensure data is securely handled. Vlan24, Inc. offers backup services for an additional fee and only customers that choose to add this feature will receive backups according to the Service Order Form.
- 12. Limitations of Liability:** Except as described in the Vlan24, Inc.'s Service Level Agreement (SLA) with respect to possible service credits only, Vlan24, Inc. shall not be liable to Customer for harm caused by or related to Customer's services or inability to utilize the services unless caused solely by the gross negligence or willful misconduct of Vlan24, Inc. Notwithstanding anything else in this Terms of Service Agreement, Vlan24, Inc. shall not be liable to Customer for lost profits, indirect, special or incidental, consequential or punitive damages, and the maximum aggregate liability of Vlan24, Inc. (and any of its employees, agents or affiliates), under any theory of law shall not exceed the amount paid by the Customer for services for the previous month's service prior to the occurrence of the event(s) giving rise to the claim.
- 13. Indemnification:** Customer agrees to indemnify and hold harmless Vlan24, Inc., its affiliates, and their respective officers, directors, attorneys, agents and employees from and against any and all claims, demands, inquiries, investigations, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorney's fees) under any theory of legal liability arising out of or related to Customer's content, activity and/or actual or alleged infringement or misappropriation of a third party's copyright, trade secret, patent, trademark, or other proprietary right.

- 14. Identity Use and Trademarks:** Customer agrees to use Vlan24, Inc.'s logo, information, and related services in accordance with Vlan24, Inc.'s approved marketing guidelines. Vlan24, Inc. may include Customer's name and contact information in directories of Vlan24, Inc.'s service subscribers for the purpose of promoting the use of the service by additional potential clients.
- 15. Laws:** Agreement shall be subject to and construed in accordance with the laws of the State of California, without reference to its conflicts of law provisions. Customer hereby submits to the exclusive jurisdiction of the state and federal courts of the State of California with respect to any and all claims and disputes between Vlan24, Inc. and Customer relating to or arising from this Agreement and waives any and all objections to such requirements.
- 16. Waiver:** Either party's waiver of, or failure to exercise any right provided for in this Agreement, should not be deemed a waiver of any future right of this Agreement.
- 17. Agency:** The Customer and Vlan24, Inc. agree that this Agreement is not intended to create any agency relationships of any kind, or any partnership or joint venture relationships; and both agree not to contract any obligations in the name of the other party and not use each other's credit in conducting any activities under this Agreement.
- 18. Captions:** The captions of each paragraph of this Agreement are inserted solely for the reader's convenience, and are not to be construed as part of the Agreement.
- 19. Confidentiality and Non-Disclosure:** Each party will take all proper steps to keep confidential all confidential information of the other which is disclosed to or obtained by it pursuant to or as a result of this Agreement, and will not divulge the same to any third party without the prior written consent of the party to whom such confidential information belongs and will allow access to the same to its own staff only on a "need to know" basis, except to the extent that any such information becomes public through no fault of that party or is required to be disclosed pursuant to Law, including any requirements of a regulatory authority or administrative agency. Upon termination or expiration of this Agreement, each party will return to the other party any such confidential information, equipment and written data (without retaining copies thereof) provided for the purposes of this Agreement. Notwithstanding the termination or expiration of this Agreement for whatever reason the obligations and restrictions in this Section shall be valid for a period of two (2) years from the date of expiration or termination.
- 20. Legal Compliance:** By accepting this Terms of Service Agreement, Customer represents and warrants that (i) he/she is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) he/she is not listed on any U.S. Government list of prohibited or restricted parties. Customer further represents and warrants that he/she has full authority and power to execute this Agreement on behalf of the Company he/she represents, if any. Additionally, Customer warrants that he/she is at least 18 years of age or older and are not otherwise legally incapacitated to execute this Agreement.
- 21. Arbitration; Applicable Law and Jurisdiction:** Any controversy or claim arising under or related to this Terms of Service Agreement or breach therein in excess of \$500.00 shall be settled by arbitration. Any dispute, controversy or claim (individually and collectively, a "Dispute") arising out of or related to this Agreement (other than any Default by Customer that is not cured within a commercially reasonable period of time, not to exceed thirty (30) days, unless extended by mutual agreement of the parties), parties will resolve such Dispute through negotiations between senior management of the parties. Any Dispute between the parties arising out of or related to the Agreement that cannot be resolved amicably through the procedures outlined above shall be finally settled by arbitration in Los Angeles, California. The venue and jurisdiction requirements set forth above apply to any arbitration proceedings. The cost of the arbitration, including the fees and expenses of the arbitrator or arbitrators, and the administrative and other fees of the Association, shall be shared equally by the parties unless the award otherwise provides;



provided, however, that the prevailing party in the arbitration shall in all events be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party. In addition to the foregoing, while any such matter is unresolved, each party agrees not to make any public disclosures of any type regarding the dispute, including but not limited to blogs, online forums, tweets, or the like.

22. Successors and Assigns: This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

23. Notices: Notices required by this Agreement to Vlan24, Inc. shall be in writing and shall be delivered either by mail or email. If delivered by mail, notices shall be sent by any mail service or by USPS mail with all postage and charges prepaid to the address listed below. If delivered by email, notices must be sent to billing@vlan24.com. All notices and other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice.