OVERHAULICS SERVER HOSTING CONTRACT

THIS AGREEMENT is made on Select Date

BETWEEN

1. Website or Web Application Owner, the Client, Company Name ; (hereinafter "CLIENT") and
2. Hosting Provider, the Company, Overhaulics (hereinafter "PROVIDER")

The purpose of this Agreement (hereafter referred to as the "AGREEMENT") is to precede a longer-term contract arrangement under which PROVIDER will provide private VPS Web Hosting services on behalf of CLIENT.

PROVIDER will build a server designed to serve the web hosting needs of CLIENT with overhead for expected traffic/load that will not negatively impact CLIENT uptime or availability.

PROVIDER is supplying CLIENT a private web hosting service, which means that no other customers websites, email or storage services are hosted from the same server. CLIENT may user said server in any manner as long as it conforms with Article II below.

ARTICLE I. RESOURCES:

- **DISK SPACE:**
  - Disk Space is dependant on the base server configuration. Additional storage can be purchased if needed.
- **DATA TRANSFER:**
  - In most cases, if you use our services consistently with the Terms of Service and these paragraphs, visitors to CLIENT website will be able to download and view as much content from CLIENT site as they like. However, in certain circumstances, the server may limit resources or abuse controls in order to protect other sites on the server which could limit downloads from a CLIENT site. You can also upload as much as content as you like each month limited only by Disk space (see above).
- **EMAIL STORAGE:**
  - Storage of emails uses the same storage as CLIENT site, see Disk Space above. Overhaulics recommends a service such as G Suite or Office 365 over using the free included email.

ARTICLE II. ACCEPTABLE USE POLICY & TERMS OF SERVICE:

The following is the entire Acceptable User Policy (AUP) agreement between PROVIDER and the CLIENT. PROVIDER provides World Wide Web Hosting, and Web Design. PROVIDER has certain legal and ethical responsibilities consisting with the use of its servers and equipment involved in these services. PROVIDER general policy is to act as a provider of Internet presence. PROVIDER reserves the rights to suspend or cancel a customer's access to any or all services provided by PROVIDER when PROVIDER decides that the account has been inappropriately used.

- **SERVER ABUSE**
  - Any attempt to undermine or cause harm to PROVIDERS server is strictly prohibited. PROVIDER will strongly react to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include Internet scamming (tricking other people into releasing their passwords), password theft, security hole scanning, etc. Any unauthorized use of accounts or computers by CLIENT, whether or not the attacked account or computer belongs to

PROVIDER, will result in action against CLIENT. Possible actions include warnings, account suspension or cancellation, as well as civil or criminal legal action, depending on the seriousness of the attack.

- **IMPORTANT NOTE**
  - PROVIDER has the right to discontinue service, or deny access to anyone who violates our policies or the terms and conditions shown below WITHOUT WARNING or PRIOR NOTICE. No refunds of fees paid will be made if account termination is due to violation of the terms outlined below. Unacceptable uses also include, but are NOT limited to: Bulk emailing, unsolicited emailing, newsgroup spamming, pornographic content, illegal content, copyright infringement, trademark infringement, warez sites (including links to/from), cracks, software serial numbers, proxy-relaying, link farming (the act of or by use of scripts), link grinding, link-only sites, spamdexing, FFA (Free-For-All) and/or anything else determined by PROVIDER to be unacceptable use of our services including abuse of server resources.

- **WEB APPLICATIONS and WEB ACCESSIBLE SCRIPTS**
  - All web applications that are out-of-date and actively being exploited will be shut down immediately without prior notice. CLIENT is responsible for and should evaluate web-based applications and scripts on a regular basis to ensure their security and orderliness. If CLIENT is incapable of doing so, it is recommended these services are purchased and performed by PROVIDER.
  - Hosting accounts may also be terminated if it includes the following content or have links to the following content: Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism, hatred, or profanity; promoting or providing instructional information about illegal activities; promoting physical harm or injury against any group or individual; displaying material containing obscene nudity or pornographic material (not applicable to managed dedicated servers); displaying material that exploits children under 18-years of age; acts of copyright infringement including offering pirated computer programs or links to such programs; information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs, or any type of cracker utilities.

- **UNSOLICITED EMAIL & SPAMMING**
  - Unsolicited commercial advertisements (SPAM) are not allowed in e-mail, and will likely result in account cancellation. PROVIDER takes a zero-tolerance approach to SPAM originating from its servers or for spam advertising of domains hosted within our network. If found, we will charge CLIENT up to $25 per unsolicited email message sent and delete CLIENT account with any prior notice. The following activities are not allowed: SPAM, which includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts (such messages may only be sent to those who have explicitly requested it from CLIENT domain); Forging, altering or removing electronic mail headers – any domain sending stealth spam will be terminated without warning and without refund.
  - PROVIDER does not allow CLIENT to send outbound mail to more than 20 recipients at any one given time and/or more than 1,000 pieces of e-mail per day from a shared hosting account with a maximum file size of 20MB per email message. If CLIENT violates PROVIDER policies persistently in email activities, CLIENT account will be suspended and deleted.
- **SMTP MAIL SERVER ABUSE**
  - Sending numerous copies of the same or substantially similar message with the intent to disrupt a server or account (mail bombing); Spamming Newsgroups: Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account cancelation. See the newsgroup or mailing lists charter for whether advertising is allowed or not. Sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such; Mail may not be used to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving e-mail, CLIENT must not send that person any further messages.

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- **NOTE**
  - If YOU use the services of another provider to promote a website hosted by or through PROVIDER (spamvertising), then the provisions of the above policy shall apply as if the SPAM were sent through our servers.

ARTICLE III. 99.99% UPTIME GUARANTEE

- **COVERAGE**
  - This 99.99% uptime guarantee applies to any Customer in good financial standing with PROVIDER at the time of a service outage.
- **SERVICE LEVEL AGREEMENT (SLA) & SPECIFICATIONS**
  - PROVIDER endeavors to have the content of CLIENT website available for http access by any party in the world 99.99% of the time. Network downtime (unavailability) is defined as 100% packet loss from PROVIDER to its backbone providers. Downtime is measured past 10 minutes after notification of network failure via direct email or phone call to PROVIDER. PROVIDER administrators will determine the end of the downtime by a traceroute to YOUR machine from outside the PROVIDER network.
- **HOSTING CREDIT**
  - In the event that CLIENT website is unavailable for more than .01% during a calendar month, PROVIDER will credit the following months service fee as follows. CLIENT credit shall be retroactive and the maximum credit not exceeding 50% of the monthly service charge for the affected month.

- **MONTHLY UPTIME CREDIT:**

  - 95% to 99.9% – CLIENT account will be credited 10% of CLIENT monthly hosting fee
  - 90% to 94.9% – CLIENT account will be credited 20% of CLIENT monthly hosting fee
  - 89.9% or below – CLIENT account will be credited 50% of CLIENT monthly hosting fee

    - In order for CLIENT to receive a credit on CLIENT account, CLIENT must request such credit within seven (7) days after CLIENT experienced the downtime. You must request credit by sending an email message to kyle@overhaulics.com. The body of this message must contain the dates and times of the unavailability of CLIENT website, and such other customer identification requested by PROVIDER. Credits will usually be applied within sixty (60) days of CLIENT credit request. Credit to CLIENT account shall be CLIENTs sole and exclusive remedy in the event of an outage.

- **RESTRICTIONS**
  - Credit shall not be provided to CLIENT in the event that you have any outage resulting from:
    - Scheduled maintenance as posted ahead of time by the PROVIDER
    - CLIENT behavior or the performance or failure of CLIENT equipment, facilities or applications.
    - Circumstances beyond reasonable control of PROVIDER, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services, including DNS propagation, domain name registration/transfer, failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of CLIENT website.
    - CLIENT breaking any agreement policy in PROVIDERs Terms & Conditions and AUP causing a machine to fail as a result.

ARTICLE IV. TECHNICAL SUPPORT BOUNDARIES

PROVIDER provides technical support for CLIENT that encompasses within our area of expertise only. Such expertise includes assistance, troubleshooting, and debugging of our cPanel control panel interface, servers within our immediate responsibility and any other hosting related issues.

However, in under no circumstances is PROVIDER neither obligated to help CLIENT in the installations of new application modules, templates and/or programming languages, nor in providing assistance for any errors produced by any applications that have been modified by CLIENT previously. Website maintenance and changes have an hourly rate associated with them and are billed separately from hosting.

ARTICLE V. PAYMENT POLICIES

- **PRE-PAY TERM**
  - **All accounts are setup on a pre-pay basis. All pricing is guaranteed for the term of prepayment. PROVIDER reserves the right to change prices at any time, unless other terms have been agreed upon. Any account not brought current within a week (7 days) of e-mail notice or exceeding this time frame in any way is subject to suspension. CLIENT is responsible for all fees owed on the account from the time it was established to the time that CLIENT notifies PROVIDER to request for termination of services. All payment is in U.S. currency.**
- **CHARGEBACKS**
  - **If PROVIDER receives a chargeback or payment dispute (i.e. Credit Card Dispute) from a credit card company or bank, CLIENT'S service and/or project will be suspended immediately after written notice is provided via electronic correspondence by the PROVIDER to the CLIENT. A $50 chargeback fee (issued to recover fees passed on to PROVIDER by the credit company), plus any outstanding balances accrued as a result of the chargeback(s) must be paid in full before service is restored, or any further work is commenced by PROVIDER.**
    - CLIENT is advised to contact PROVIDER immediately via electronic correspondence to discuss any billing issues. Requesting a charge-back or opening a dispute for a valid charge from PROVIDER may be considered fraud, and appropriate legal action may be commenced.
    - CLIENT is advised to thoroughly read PROVIDER'S refund policy prior to signing this contract and/or making a down payment.

ARTICLE VI. CANCELLATION OF SERVICE

- **PROVIDER CANCELLATION**
  - PROVIDER reserves the right to cancel a service at any time. All fees paid in advance of cancellation will be pro-rated and paid by PROVIDER if we institute our right of cancellation. Any violation of policies which results in extra costs billed to CLIENT (i.e. transfer, space etc.).
- **30-DAY GUARANTEE**
  - All of PROVIDER PLANS are backed by a 30-day money back guarantee. If CLIENT is not completely satisfied with our services or support within the first 30 days of CLIENT contract, CLIENT will be given a full refund of the contract amount excluding setup fees, domain registration fees, add-on/upgrade fees and overages. Setup fees are refundable only if the account order is canceled prior to account activation. If CLIENT cancels, the full contract amount less any setup fees and overages will be refunded if PROVIDER is notified within the first 30 days following activation. This policy does not apply to any additional services such as overages, additional disk space, domain registration fees, etc. All account cancellations must be done via CLIENTs hosting account control panel or through email to kyle@overhaulics.com.

ARTICLE VI. OTHER

- **PROMOTIONAL RATES & SPECIAL OFFERS**
  - PROVIDER may offer subsequent promotional rates or special offers, the terms of which may or may not be more favourable than the terms and conditions for CLIENTs Services. Any such

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promotions or modifications shall not affect CLIENT obligations under this Agreement. Promotional fees may be subject to additional terms and conditions which, to the extent they conflict with the terms of this Agreement, shall govern. Different promotional fees and special offers may not be combined together.

- **ELECTRONIC COMMERCE**
  - CLIENT will be solely responsible for the development, operation and maintenance of CLIENTs online store and products along with all content and materials appearing online or on CLIENT products, including without limitation:
  - The accuracy and appropriateness of content and materials appearing within the store or related to YOUR products,
  - Ensuring that the content and materials appearing within the store or related to CLIENTs products do not violate or infringe upon the rights of any third party, and
  - Ensuring that the content and materials appearing within the store or related to CLIENT products are not libelous or otherwise illegal.
  - CLIENT is also responsible for the security of any customer credit card numbers and related customer information YOU may access as a result of conducting electronic commerce transactions through CLIENT website.
- **STATIC & DYNAMIC CONTENT CACHING**
  - CLIENT expressly (i) grants to PROVIDER a license to cache the entirety of CLIENTs website, including content supplied by third parties, hosted by PROVIDER under this Agreement and(ii) agree that such caching is not an infringement of any of CLIENTs intellectual property rights or any third party's intellectual property rights.
- **IP ADDRESS OWNERSHIP**
  - PROVIDER shall maintain and control ownership of all IP numbers and addresses that may be assigned to CLIENT by PROVIDER. PROVIDER reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.
- **INTELLECTUAL PROPERTY RIGHTS**
  - Material accessible to you through PROVIDER services may be subject to protection under the United States or other copyright laws, or laws protecting trademarks, trade secrets and proprietary information. Except when expressly permitted by the owner of such rights, CLIENT must not use PROVIDER or its servers and network in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material that you access or receive through the PROVIDER network. If CLIENT uses a domain name in connection with PROVIDER or similar service, CLIENT must not use that domain name in violation of any trademark, service mark, or similar rights of any third party. PROVIDER will cooperate fully with investigations for violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability.

ARTICLE VII. LEGAL

- **LAWFUL PURPOSE**
  - PROVIDER reserves the right to refuse service to anyone. CLIENT may only use PROVIDER server for lawful purposes and our services may not be used for illegal purposes or in support of illegal activities. We reserve the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing. If anything is not legal in the United States of America, it is not permitted to reside on our servers. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes but not limiting material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Examples of non-acceptable content or links: Pirated Warez, OGG, AVI, MPEG, ISO, Hacker programs or archives, Copyrighted Digital

Movie Copies (DIVX) and Unlicensed MP3. The designation of any materials as such described above is left entirely to the discretion of PROVIDER management. If illegal content or usage is found, the account will be suspended and/or terminated. CLIENT agrees that PROVIDER may disclose any and all CLIENTs information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification.

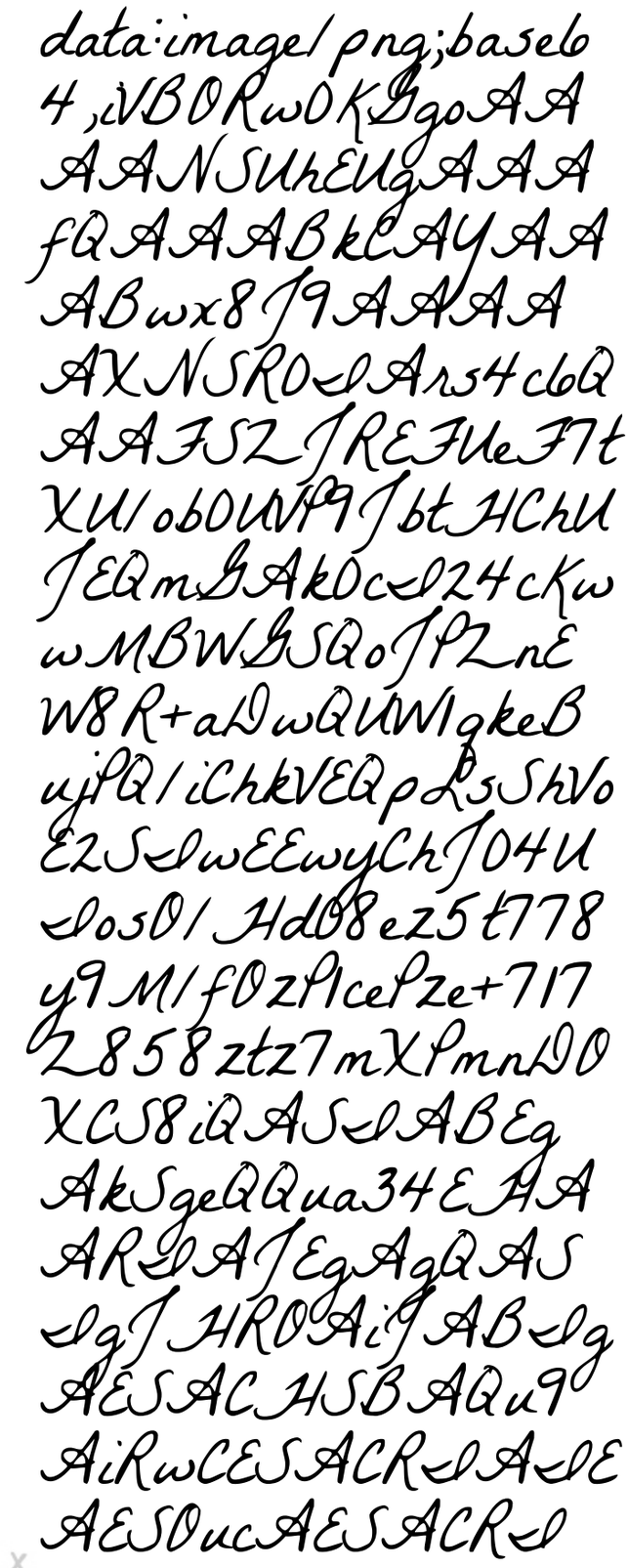
- Regardless of the place of signing this agreement, CLIENT agrees that for purposes of venue this contract is entered in Broomfield, Colorado, and any dispute will be litigated or arbitrated in Broomfield, Colorado. Defendants further waive all objections to venue and acknowledge that venue in any such litigation will be held in Broomfield courts.

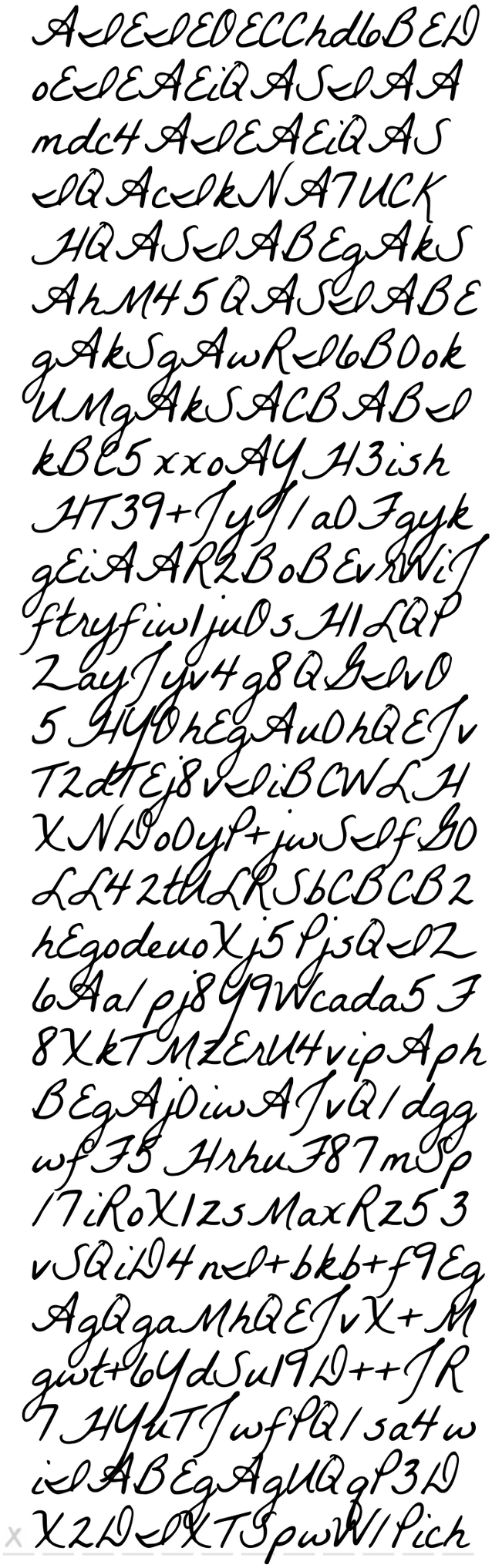
- **IN NO EVENT SHALL PROVIDER MAXIMUM LIABILITY EXCEED FIVE HUNDRED ($500.00) DOLLARS.**
- **INDEMNIFICATION**
  - YOU AGREE THAT IT SHALL DEFEND, INDEMNIFY, SAVE AND HOLD PROVIDER HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEYS FEES ASSERTED AGAINST PROVIDER, ITS AGENTS, ITS CUSTOMERS, OFFICERS AND EMPLOYEES, THAT MAY ARISE OR RESULT FROM ANY SERVICE PROVIDED OR PERFORMED OR AGREED TO BE PERFORMED OR ANY PRODUCT SOLD BY YOU, YOUR AGENTS, EMPLOYEES OR ASSIGNS. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS PROVIDER AGAINST LIABILITIES ARISING OUT OF:
    - ANY INJURY TO PERSON OR PROPERTY CAUSED BY ANY PRODUCTS SOLD OR OTHERWISE DISTRIBUTED IN CONNECTION WITH PROVIDER SERVERS.
    - ANY MATERIAL SUPPLIED BY THE CUSTOMER INFRINGING OR ALLEGEDLY INFRINGING ON THE PROPRIETARY RIGHTS OF A THIRD PARTY
    - COPYRIGHT INFRINGEMENT AND
    - ANY DEFECTIVE PRODUCTS SOLD TO CUSTOMER FROM PROVIDER SERVERS.
- **DISCLAIMER**
  - PROVIDER WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOUR BUSINESS MAY SUFFER. PROVIDER MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES WE PROVIDE. PROVIDER DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY PROVIDER AND ITS EMPLOYEES. PROVIDER RESERVES THE RIGHT TO REVISE ITS POLICIES AT ANY TIME. ALL SUB-NETWORKS, RESELLERS AND DEDICATED SERVERS OF PROVIDER MUST ADHERE TO THE ABOVE POLICIES.FAILURE TO FOLLOW ANY TERM OR CONDITION WILL BE GROUNDS FOR IMMEDIATE ACCOUNT CANCELATION.
- **GOVERNING LAW**
  - CLIENT agrees that, in the event of a dispute, if any, and if such dispute is not resolved by negotiation, either a] party may submit such dispute to **BINDING** arbitration, and that both parties are then committed to such binding arbitration, in accordance with the then current rules of the American Arbitration Association [AAA] in the city of Denver, State of Colorado, USA, using the laws of Colorado and b] that the arbitrator so selected shall be a non-attorney subject matter expert, and c] that such finding and/or decision of such arbitrator may be entered into any court of competent jurisdiction for enforcement. d] Provider understands that arbitration is instead of litigation, and these dispute resolution terms may only be modified in a writing signed by both parties.

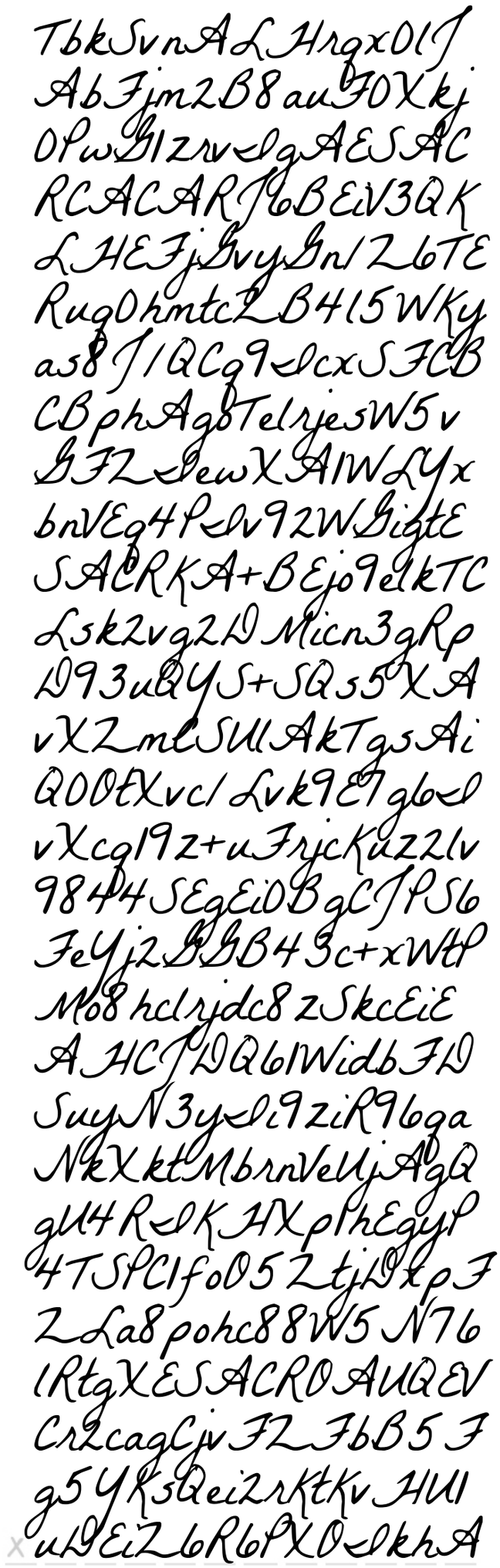
    Both parties consent to venue and jurisdiction in Broomfield County, Colorado for any action commenced relating to this Agreement or the transactions contemplated herein.

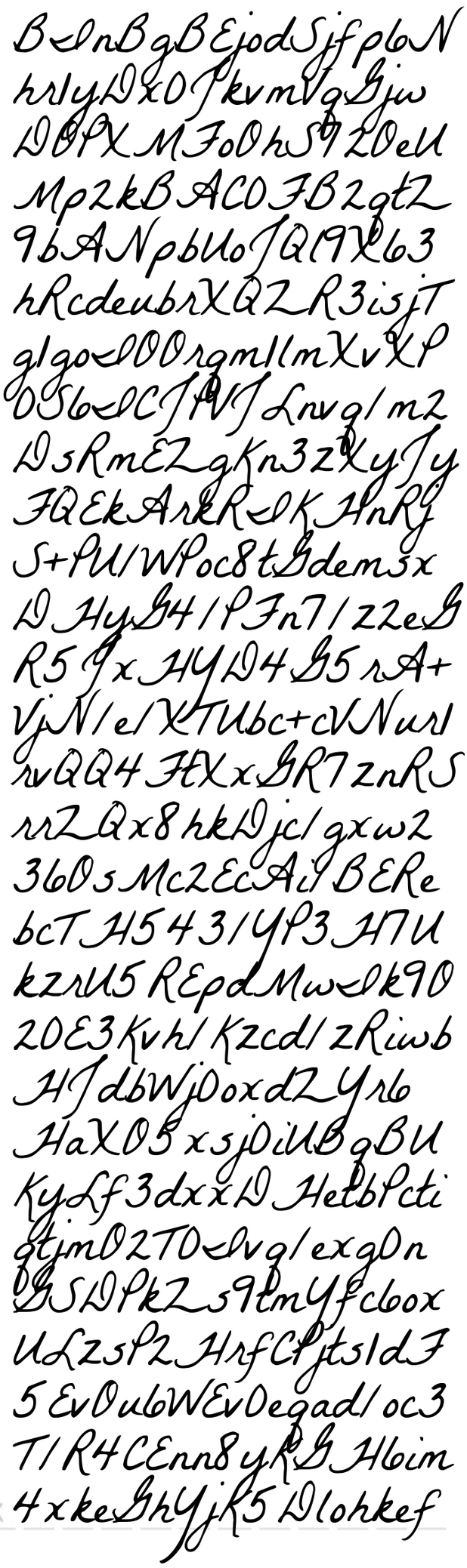
- **PRIVACY STATEMENT**
  - PROVIDER follows the strict guidelines of our customer privacy statement. Please make sure you understand this statement fully.

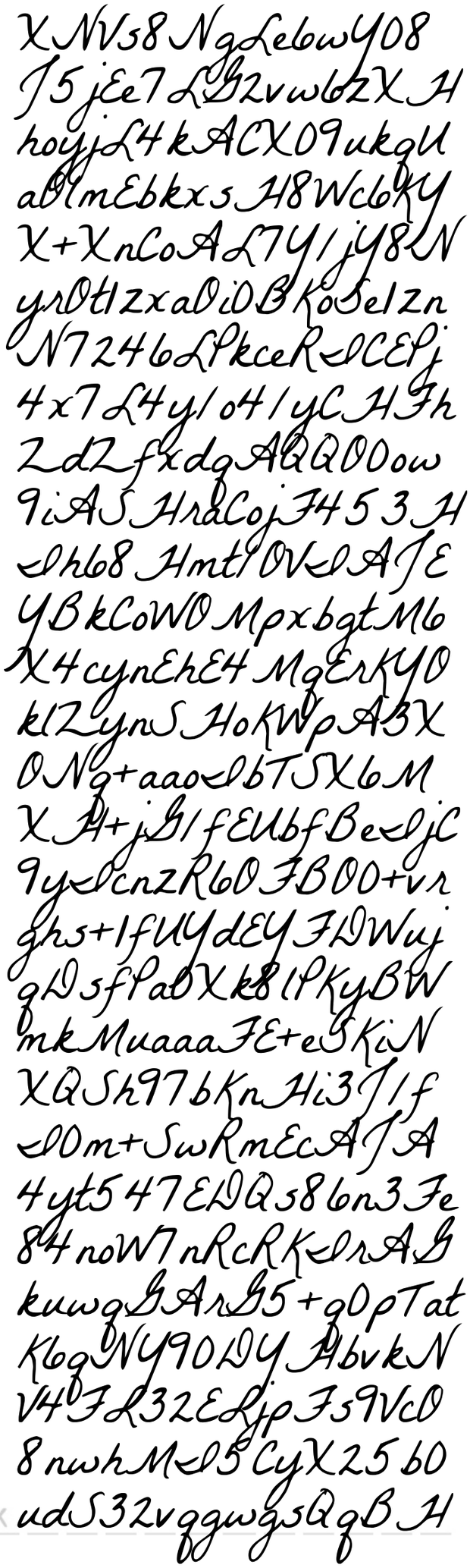
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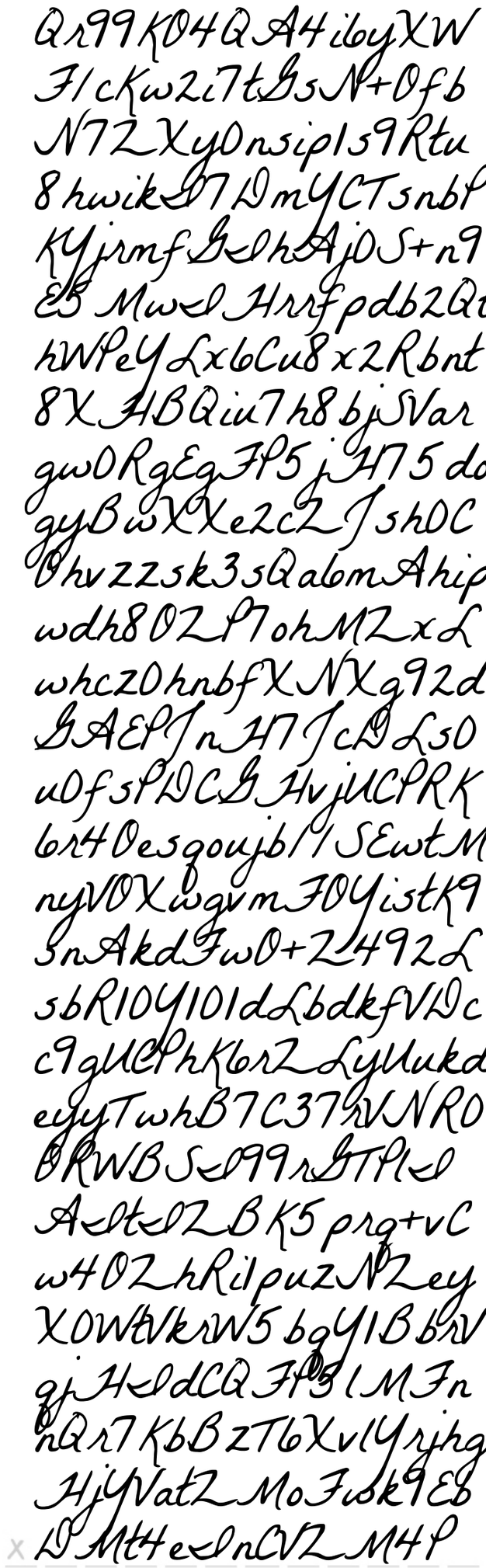


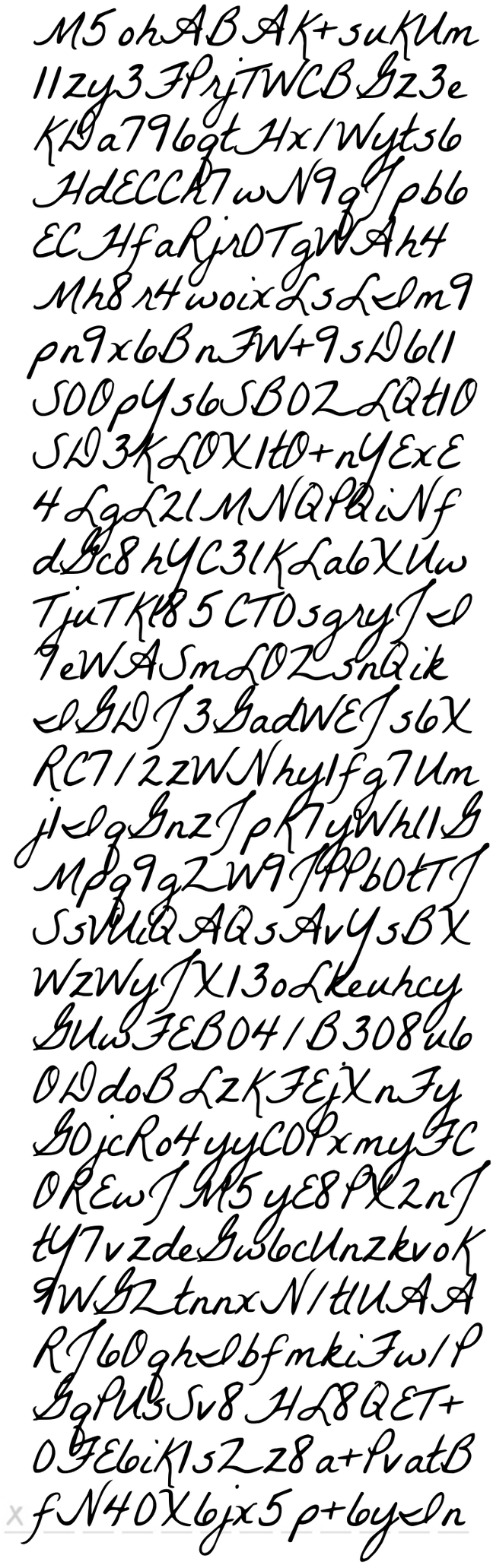


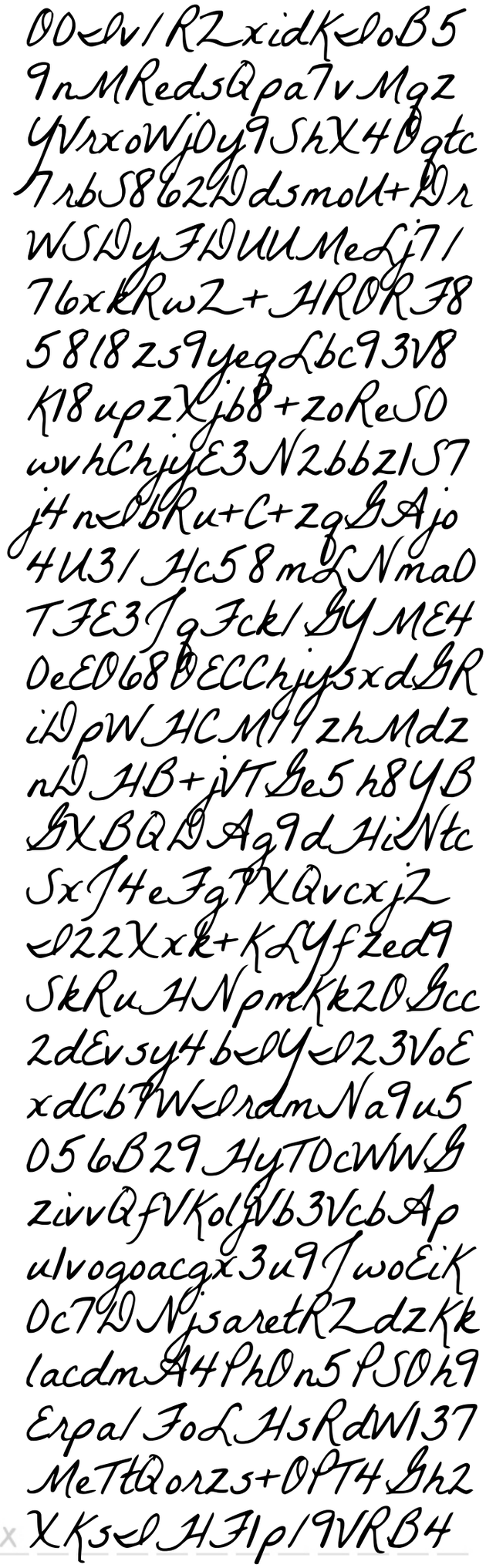




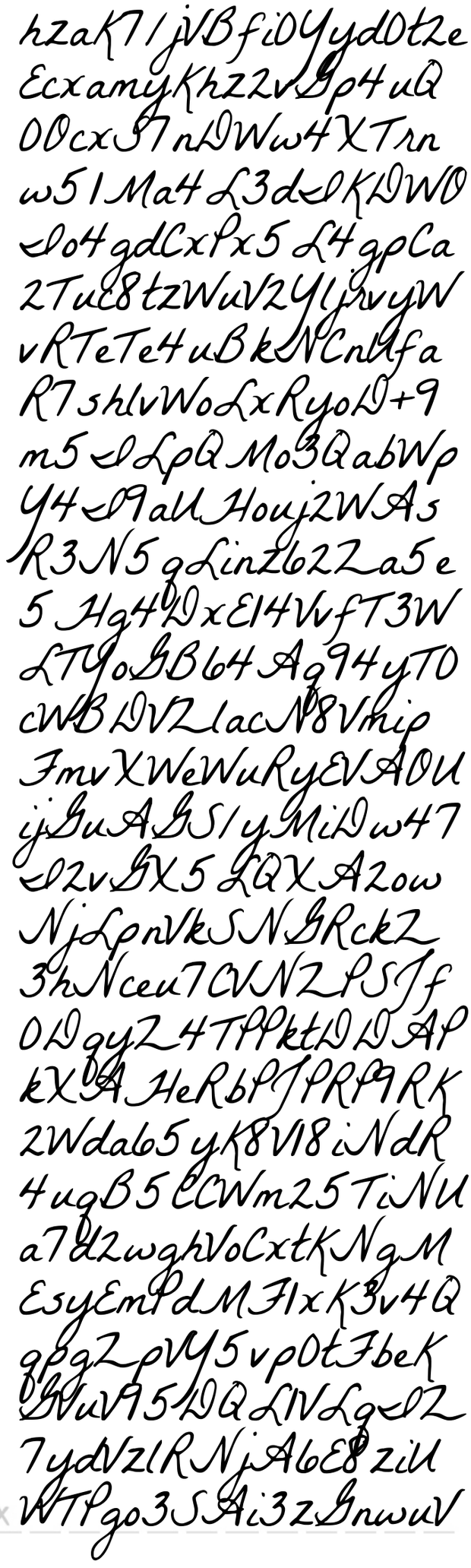


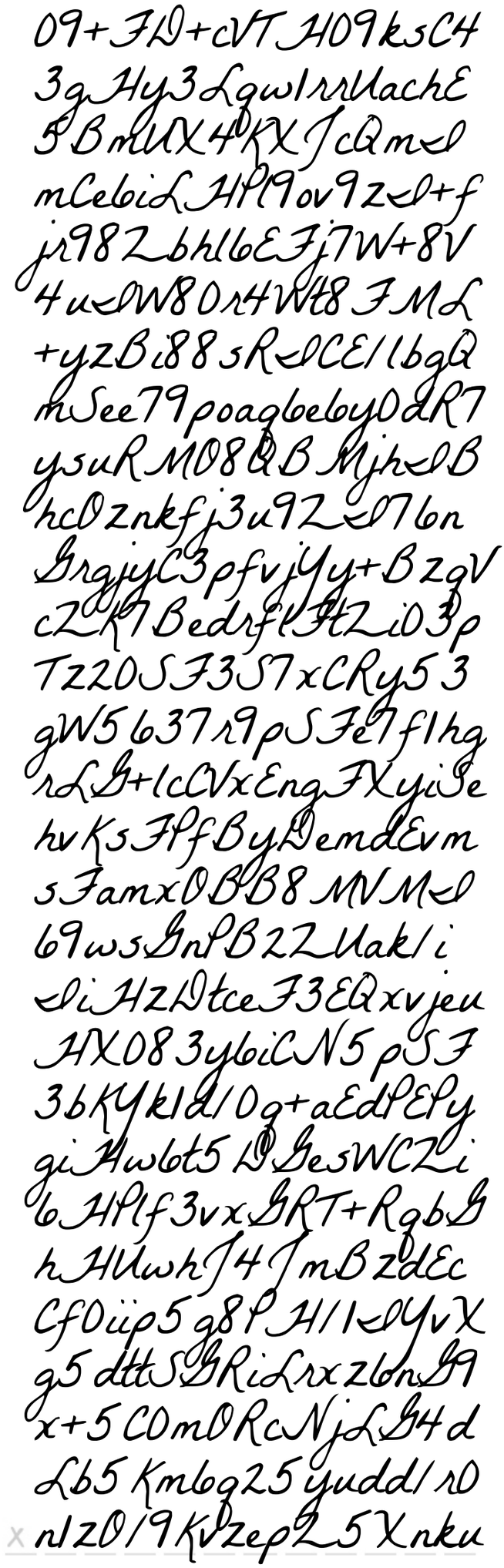


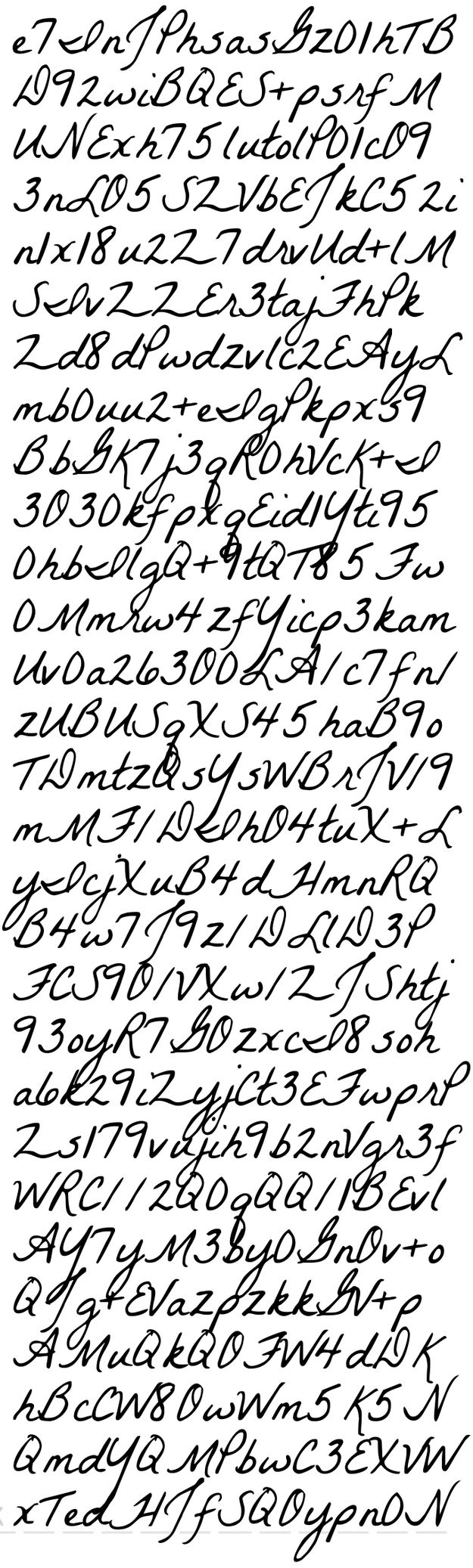




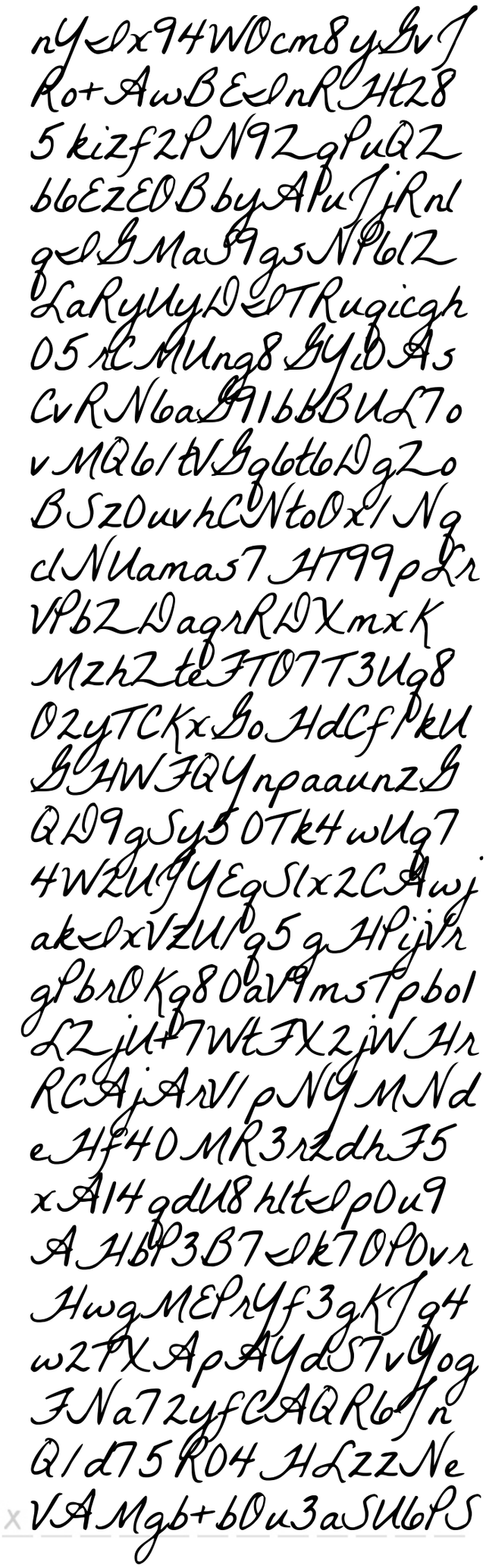


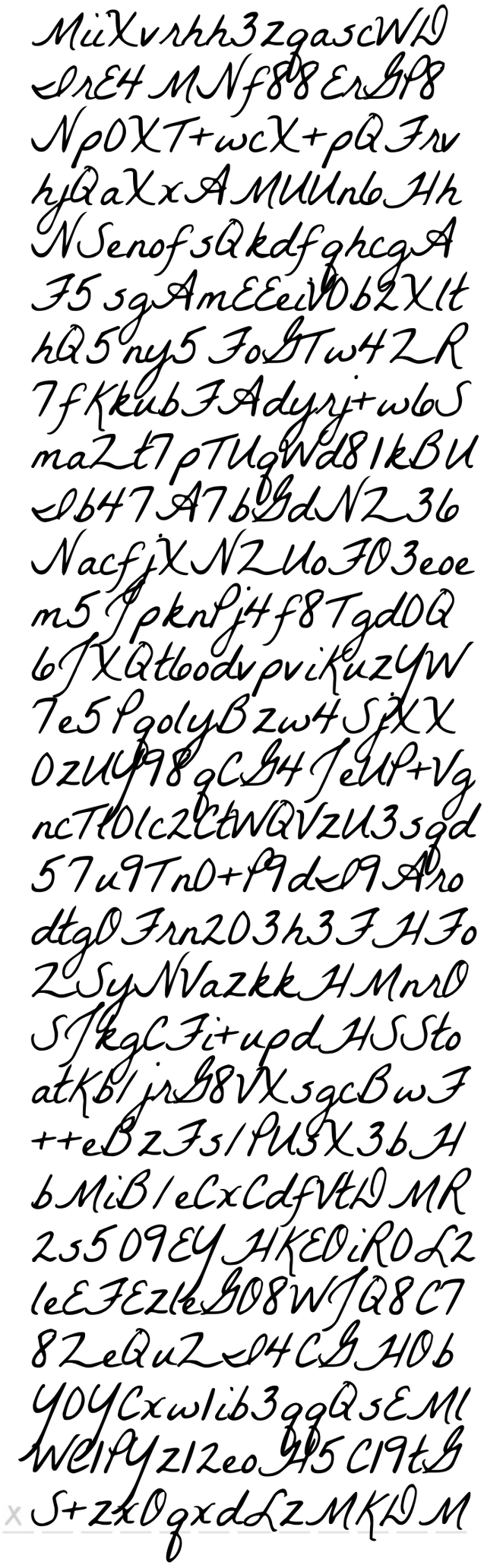


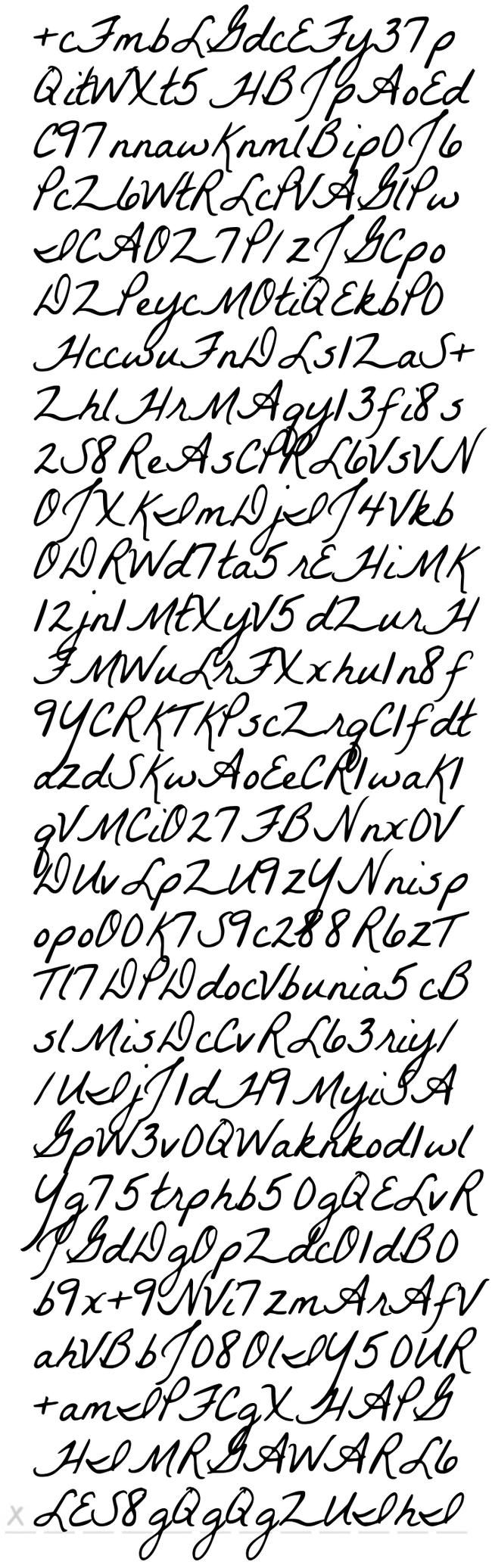


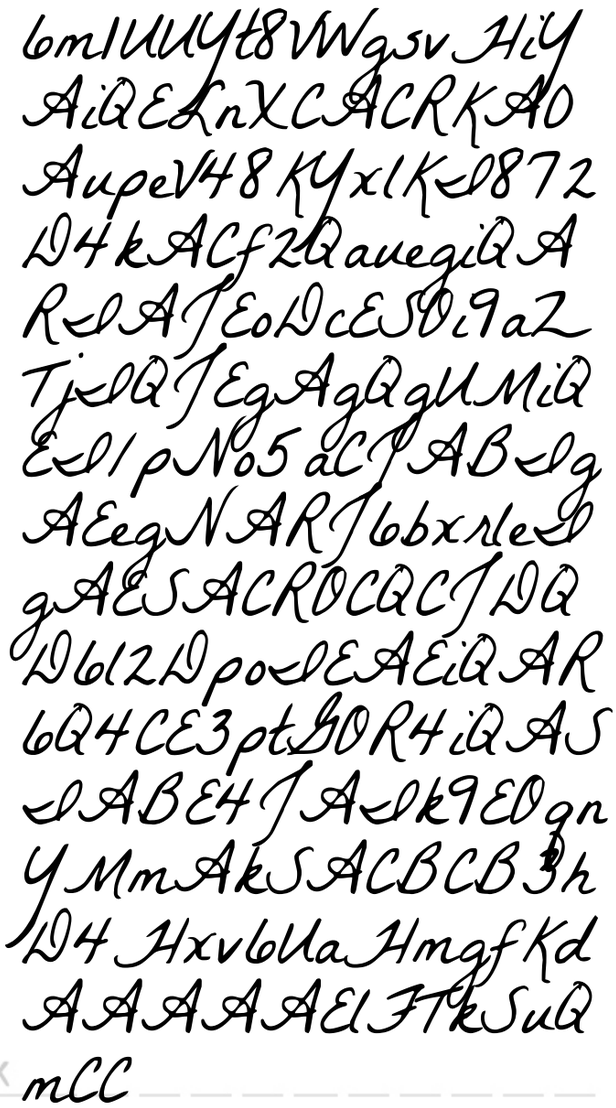












Signed By Kyle Gordon
Signed On: August 14, 2019

Signature Certificate

Document name: OVERHAULICS SERVER HOSTING CONTRACT

Unique Document ID: ED6AB28C52B0AC88E856D41EF491085B1850E398

LEGALLY SIGNED USING WPesignature
Build. Track. Sign Contracts.

Timestamp	Audit
September 30, 2018 4:23 pm MST	OVERHAULICS SERVER HOSTING CONTRACT Uploaded by Kyle Gordon - kyle@overhaulics.com IP 67.176.68.231, 172.68.34.195

This audit trail report provides a detailed record of the online activity and events recorded for this contract.