

**Website Hosting
Virtual Private Server: Service Agreement
AUP - Acceptable Use Policies
of
Paul Kowalski / PCKCONSULT.NET**

Effective: April 1, 2012

BY YOUR USE OF THESE SERVICES YOU UNCONDITIONALLY AGREE TO THE FOLLOWING:

This Website Hosting, Acceptable Use Policies ("AUP") and Virtual Private Server Service Agreement ("Agreement") is by and between PAUL KOWALSKI / PCKCONSULT.NET ("PAUL KOWALSKI"), and you, {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME}, your heirs, assigns, agents and contractors ("you") and is effective as of the date of electronic execution ("Effective Date"). This Agreement sets forth the terms and conditions of your use of PAUL KOWALSKI / PCKCONSULT.NET's website space and Virtual Private Server services (collectively, the "Services"). By using the Services, you acknowledge that you have read, understand and agree to be bound by all the terms and conditions of this Agreement, along with any new, different or additional terms, conditions or policies, including the Domain Registration Agreement.

1. Description of Service

PAUL KOWALSKI / PCKCONSULT.NET currently provides the Services to its customers for a fee billed monthly, quarterly, or annually according to the package purchased. PAUL KOWALSKI / PCKCONSULT.NET will host your website on PAUL KOWALSKI / PCKCONSULT.NET's servers, provided, however, you abide by the terms and conditions set forth herein and in each of PAUL KOWALSKI / PCKCONSULT.NET's policies and procedures.

1.1 License of Your website content

PAUL KOWALSKI / PCKCONSULT.NET grants to you, and you accept from PAUL KOWALSKI / PCKCONSULT.NET, a non-exclusive, worldwide and royalty-free license to copy, display, use and transmit on and via the Internet your website content in connection with PAUL KOWALSKI / PCKCONSULT.NET's performance or enforcement of this Agreement.

1.2 Availability of Services

You agree that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that PAUL KOWALSKI / PCKCONSULT.NET may undertake from time to time; or (iii) causes beyond the control of PAUL KOWALSKI / PCKCONSULT.NET or that are not reasonably foreseeable by PAUL KOWALSKI / PCKCONSULT.NET, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You agree that PAUL KOWALSKI / PCKCONSULT.NET has no control of availability of the Services on a continuous or uninterrupted basis. PAUL KOWALSKI / PCKCONSULT.NET makes absolutely no warranties whatsoever, express or implied, including warranty of merchantability, storage of data or fitness for a particular purpose. PAUL KOWALSKI / PCKCONSULT.NET will not be liable for the inadvertent disclosure of, or corruption or erasure of, data transmitted, received or stored on its systems or that of any third party systems. PAUL KOWALSKI / PCKCONSULT.NET shall not be liable to you or any of your customers for any claims or damages which may be suffered

by you or your customers, including, but not limited to, losses or damages of any and every nature, resulting from the loss of data, inability to access Internet, or inability to transmit or receive information, caused by, or resulting from, delays, non-deliveries, or service interruptions whether or not caused by the fault or negligence of PAUL KOWALSKI / PCKCONSULT.NET.

1.3 FTP Backup

PAUL KOWALSKI / PCKCONSULT.NET may offer additional features and add-on services such as a FTP Backup option. You acknowledge and agree that purchasing such additional features and add-on services may require additional down time to install, maintain and complete Backups. You further acknowledge and agree that in utilizing the FTP Backup option, you shall be subject to a maximum disk usage and bandwidth usage as identified by PAUL KOWALSKI / PCKCONSULT.NET. You acknowledge and agree that from time to time the FTP Backup services may be inaccessible or inoperable for any reason, including without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that PAUL KOWALSKI / PCKCONSULT.NET may undertake from time to time; or (iii) causes beyond the control of PAUL KOWALSKI / PCKCONSULT.NET or that are not reasonably foreseeable by PAUL KOWALSKI / PCKCONSULT.NET, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

1.4 Web Site Content

You shall be solely responsible for providing, updating, uploading and maintaining your website and any and all files, pages, dataworks of information and/or materials on, within, displayed, linked or transmitted to, from or through your website, including, without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text. Your website content shall also include any registered domain names provided by you or registered on behalf of you in connection with the Services. Notwithstanding anything in this Agreement to the contrary, in no event shall your website contain any of the following types of content: pornographic, obscene or excessively profane content or content intended to advocate or advance computer hacking or cracking, gambling, illegal activity, drug paraphernalia, hate, violence or racial or ethnic intolerance. The use of any data or material, which you receive from the service provided by PAUL KOWALSKI / PCKCONSULT.NET, is at your sole and absolute risk. PAUL KOWALSKI / PCKCONSULT.NET specifically disclaims and denies any responsibility for the completeness, or accuracy of quality of any and all information obtained through the services to be provided hereby.

1.5 Information Shared with Partners

As a condition of purchasing and using the Services, you acknowledge and agree that PAUL KOWALSKI / PCKCONSULT.NET may provide your personal information to its partners, as required to provide the plan for which you are purchasing.

2. Your Obligations

2.1 Allocation of IP Addresses

You acknowledge and agree that PAUL KOWALSKI / PCKCONSULT.NET shall have the right to seek justification in connection with your use of the Services, specifically your purchase of IP addresses, email and that you shall be obligated to provide any and all information reasonably sought by PAUL KOWALSKI / PCKCONSULT.NET pursuant to such justification. In connection with such purchase, you acknowledge and agree that your name and justification may be disclosed to certain registries, including, but not limited to, the American Registry of Internet Numbers, in accordance with policies promulgated by any and all such registries and such information may be displayed publicly on the Whois Database.

2.2 Website content

You represent and warrant to PAUL KOWALSKI / PCKCONSULT.NET that: (i) your content does not and shall not contain any content, materials, data, work, trade or service mark, trade

name, link, advertising or services that actually or potentially violates any applicable law or regulation or infringes or misappropriates any proprietary, intellectual property, contract or tort right of any person; and (ii) you own your website content and all proprietary or intellectual property rights therein, or have express written authorization from the owner to copy, use and display the content on and within your website. You also warrant that the website being hosted by PAUL KOWALSKI / PCKCONSULT.NET will not be used in connection with any illegal activity.

2.3 Overloading

You may not use PAUL KOWALSKI / PCKCONSULT.NET's servers and your website as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, denial of service, or other abusive activities. Server hacking or other perpetration of security breaches is prohibited and PAUL KOWALSKI / PCKCONSULT.NET reserves the right, at its own discretion, to remove sites that contain information about hacking or links to such information. Use of your website as an anonymous gateway is prohibited. PAUL KOWALSKI / PCKCONSULT.NET prohibits the use of software or scripts run on its servers that cause the server to load beyond a reasonable level, as determined by PAUL KOWALSKI / PCKCONSULT.NET. You agree that PAUL KOWALSKI / PCKCONSULT.NET reserves the right to remove your website temporarily or permanently from its virtual private servers if PAUL KOWALSKI / PCKCONSULT.NET is the recipient of activities that threaten the stability of its network. Further, you acknowledge and agree that PAUL KOWALSKI / PCKCONSULT.NET has the right to terminate your Services in its sole discretion and for any reason, including, but not limited to, your failure or unwillingness to comply with the terms and limitations of this Agreement, specifically, the content, material and transmission restrictions set forth in this Agreement.

2.4 Acceptable Use Policy

You agree not to engage in unacceptable use of any Services, which includes, without limitation, use of the Services to: (i) disseminate or transmit unsolicited messages, chain letters or unsolicited commercial email; (ii) upload, post or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, or promotes any illegal activity or content that may be damaging to our servers or any other server on the Internet, or provide links to such sites; (iii) disseminate or transmit files, graphics, software or other material, data or work that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (iv) create a false identity or to otherwise attempt to mislead any person as to the identity or source or origin of any communication; (v) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions; (vi) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which you do not have authorization to access or at a level exceeding your authorization; (vii) disseminate or transmit any virus, trojan horse or other malicious, harmful or disabling data, work, code or program; (viii) engage in any other activity deemed by PAUL KOWALSKI / PCKCONSULT.NET to be in conflict with the spirit or intent of this Agreement or any PAUL KOWALSKI / PCKCONSULT.NET policy; (ix) use your server as an .open relay. or similar purposes; and/or (x) commit any unlawful purpose, including without limitation, fraud, money laundering, child pornography, terrorist-related activities, activities in violation of U.S. export or import laws, any executive orders, or any rules, regulations or orders issued by Office of Foreign Asset Controls ("OFAC").

PAUL KOWALSKI / PCKCONSULT.NET prohibits the running of a public recursive DNS service on any PAUL KOWALSKI / PCKCONSULT.NET server. All recursive DNS servers must be secured to allow only Internet network access or a limited set of IP addresses. PAUL

KOWALSKI / PCKCONSULT.NET actively scans for the presence of public DNS services and reserves the right to remove any servers from the network that violate this restriction. Any violation of the AUP / Acceptable Use Policy or any policy is grounds for immediate termination of ALL associated accounts without refund or any obligation to reinstate. Your professional behavior in the use of our network systems are of the utmost importance.

Please report any violations of the Acceptable Use Policy to PAUL KOWALSKI / PCKCONSULT.NET in writing via email or certified letter.

2.5 Storage and Security

At all times, you shall bear full risk of loss and damage to your website and all of your website content. You are entirely responsible for maintaining the confidentiality of your password and account information. You agree that you are solely responsible for all acts, omissions and use under and charges incurred with your account or password or in connection with your website or any of your website content displayed, linked, transmitted through or stored on the Server. You shall be solely responsible for undertaking measures to: (i) prevent any loss or damage to your website content; (ii) maintain independent archival and backup copies of your website content; (iii) ensure the security, confidentiality and integrity of all your website content transmitted through or stored on PAUL KOWALSKI / PCKCONSULT.NET servers; and (iv) ensure the confidentiality of your password. PAUL KOWALSKI / PCKCONSULT.NET's servers and virtual private servers are not an archive and PAUL KOWALSKI / PCKCONSULT.NET shall have no liability to you or any other person for loss, damage or destruction of any of your content.

2.6 Termination/Cancellation

a. In the event you terminate the Services, moving your website off of PAUL KOWALSKI / PCKCONSULT.NET's virtual private servers is your responsibility. PAUL KOWALSKI / PCKCONSULT.NET will not transfer or FTP your website to another provider without a prior written agreement. In the event your use of the Services is terminated, PAUL KOWALSKI / PCKCONSULT.NET will not transfer or manage your Services or your website content. In either instance of termination, PAUL KOWALSKI / PCKCONSULT.NET may destroy any and all content stored on any PAUL KOWALSKI / PCKCONSULT.NET server with no liability or compensation owed to you.

b. No-Refunds. Subject to any 30-day money back guarantee, there are no refunds (partial or otherwise) or credits for cancellations of the Services. Furthermore Paul Kowalski / PCKCONSULT.NET reserves the right to cancel Services at any time without notification or justification, and you agree to hold Paul Kowalski / PCKCONSULT.NET harmless with no liability or compensation owed to you.

c. If you request cancellation of Services you will do so in writing via email or certified letter. You hereby authorize PAUL KOWALSKI / PCKCONSULT.NET to discontinue Services immediately without stored website data, stored email data or anything else that is stored on PAUL KOWALSKI / PCKCONSULT.NET's Services.

2.7 Indemnification

You agree that you shall defend, indemnify, save and hold harmless from any and all demands, liabilities, losses, costs, claims, including reasonable attorneys' fees ("Liabilities") against PAUL KOWALSKI / PCKCONSULT.NET, its subsidiaries, agents, directors, customers, servants, officers, employees, that may arise or result from any services provided, 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 PAUL KOWALSKI / PCKCONSULT.NET against Liabilities arising out of any injury to person or property caused by any products sold or distributed in connection with PAUL KOWALSKI / PCKCONSULT.NET's server; and material supplied by you that is infringing or allegedly infringing on the proprietary rights of a third party; copyright infringement and any defective product which you sold on PAUL

KOWALSKI / PCKCONSULT.NET's server. As a result of this, you agree that PAUL KOWALSKI / PCKCONSULT.NET shall not be liable to you for any claims of actual, compensatory and/or consequential damages which may be suffered by you, including, but not limited to, losses or damages due to the loss data resulting from delays, non deliveries, or service interruptions caused by the fault or negligence of PAUL KOWALSKI / PCKCONSULT.NET. Notwithstanding the above mentioned, your exclusive remedies, damages, losses and causes of actions shall not exceed the aggregate dollar amount which you paid during the term of this Agreement.

3. End-user / {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME} License Agreement

3.1 Definitions

a. "Documentation" shall mean the user manuals, technical manuals, and other written materials that relate to the Products, which PAUL KOWALSKI / PCKCONSULT.NET has published or may publish during the term of this Agreement for use by End-user / {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME} in connection with the Products.

b. "Products" shall mean the PAUL KOWALSKI / PCKCONSULT.NET software products.

3.2 License Agreement

a. You, for the purposes of the License Agreement to use this service, are also known as the "End-user / {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME}" The End-user / {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME} may (i) use one copy of a Product activated by a license key on a single server (virtual or physical) owned, leased, or otherwise controlled by the End-user / {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME} at a single time. The Products may not be used on or distributed to a greater number of computers than the number of license keys purchased by the End-user / {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME}; (ii) make one copy of the Product and one copy of Documentation in machine-readable form for nonproductive backup purposes only; and (iii) use the Product and Documentation only for internal purposes and not for service bureau work, multiple-user licenses. Use of the Product means loading the Product into the temporary or permanent memory of a computer.

b. The End-user / {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME} may not use, copy, modify, or transfer the exclusive information, Products or Documentation to any party, or any copy, adaptation, transcription, or merged portion thereof, except as expressly permitted by Paul Kowalski / PCKCONSULT.NET. The End-user / {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME}'s rights are non-exclusive and non-assignable. If the End-user / {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME} transfers possession of any copy, adaptation, transcription, or merged portion of the exclusive information, Products or Documentation to any other party, except to a successor in interest of the End-user / {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME}'s business that assumes all of the End-user / {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME}'s obligations with respect to the Product and Documentation, the End-user / {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME}'s rights in the Products are automatically terminated.

c. Paul Kowalski / PCKCONSULT.NET shall have the sole and exclusive ownership of all right, title, and interest in and to the Products and Documentation, including ownership of all trade secrets and copyrights pertaining thereto, subject only to the rights and privileges expressly granted by PAUL KOWALSKI / PCKCONSULT.NET hereunder.

d. The End-user / {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME} may not reverse engineer, decompile, share or reverse-assemble the information, programming, Documentation, Time Sheets containing proprietary information or Products supplied to {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME}.

e. The End-user / {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME} must not obliterate or modify any copyright, patent, trademark, or other proprietary information

rights notices of PAUL KOWALSKI / PCKCONSULT.NET, as they appear in the Product, Documentation and on the media containing the Product and Documentation supplied to the End-user / {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME} by PAUL KOWALSKI / PCKCONSULT.NET.

f. The End-user / {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME}'s obligations hereunder remain in effect for so long as the End-user / {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME} continues to possess or use the Products, trade secrets or Documentation and such obligations shall be for the benefit of PAUL KOWALSKI / PCKCONSULT.NET and shall be enforceable by PAUL KOWALSKI / PCKCONSULT.NET.

g. The license fees paid by End-user / {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME}, in consideration of the license granted to such End-user / {YOUR WEBSITE DOMAIN NAME / BUSINESS NAME / YOUR NAME} are not refundable.

Effective: April 1, 2012