

February 6, 2017

This Hosting Agreement (the "Agreement") is between Hostmail, dba of Solinus, Inc. ("Solinus, Inc.") and the customer ("Customer"), which "Solinus, Inc." and "Customer" will be defined as "Parties" as needed.

"Agreement" sets forth the terms under which "Parties" agree that "Solinus, Inc." will provide certain services to "Customer" based on usage & pricing found online at <http://www.hostmail.com>.

Late Payment Fees

NSF Check/ACH Return - \$25 per transaction

Service Reactivation - \$10 per reactivation

"Agreement" will commence (the "Effective Date") upon sign-up online at <http://www.hostmail.com> & once set-up/log-in instructions have been Emailed to "Customer" based on sign-up information provided.

"Solinus, Inc." is a seller of internet network and connectivity services offering storage, connectivity, and transfer services over the Internet through access to its server network and leased connectivity; "Customer" seeks to utilize said services for its own purposes; "Parties" acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, "Solinus, Inc." can make no guarantee that any given reader shall be able to access "Solinus, Inc." services at any given time; "Solinus, Inc." represents, however, that it shall make every good-faith effort to ensure that its services are available as widely as possible and with as little service interruption as possible; and in consideration of the mutual promises, "Parties" agree as follows:

1. Services:

"Solinus, Inc." shall provide to "Customer" storage space on, and access to, the servers, equipment, and bandwidth as outlined above (the "Hosting Service").

"Solinus, Inc." shall monitor and maintain the "Hosting Service" in good working order through qualified, on-site personnel, during "Solinus, Inc." normal business

hours (8:00 a.m. to 5:00 p.m., Monday through Friday, Central Standard Time). "Solinus, Inc." shall operate and maintain the "Hosting Service" at a locked and secured location, with access restricted to "Solinus, Inc." employees, agents, or technicians. "Solinus, Inc." shall provide adequate firewall protection in order to secure "Customer" content and other proprietary information stored on the "Hosting Service" from unauthorized access by third parties. "Solinus, Inc." shall maintain one weeks worth of daily backups. "Customer" understands that the use of "Solinus, Inc." facilities includes the possible risk of damaging events such as weather, electrical surges, theft, line failure or other occurrences that could affect data or availability. "Solinus, Inc." has taken steps to prevent such occurrences, under no circumstances is "Solinus, Inc." liable for any losses caused by such events. "Solinus, Inc." shall use its best efforts to expediently replace and/or repair any hardware failure that may occur in connection with the "Hosting Service". Customer Support/Assistance is available Monday thru Friday 8am to 5pm CST (excluding company holidays).

2. Financial Arrangements:

"Customer" agrees to a month to month contract term, beginning upon the "Effective Date." All invoicing will be processed the end of each month, with bills to post effective end of the month, processing early the month following. All terms are net 20. Credit card & ACH payment processing is available, which would process as bills post. This Agreement will automatically renew each month unless canceled by Termination Section further in "Agreement". All billing usage stats are gathered by end of month using the high point during the month. Finance charges will assess end of month each month on any and all past due invoices with rates outlined on invoices.

3. Taxes:

"Solinus, Inc." shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from "Customer" "Hosting Service" outside of any taxes "Solinus, Inc." is obligated to collect (please contact "Solinus, Inc." as needed for listing/clarification). "Customer" agrees to take full responsibility for all taxes and fees of any nature associated with such products or services sold.

4. Material and Products:

Use of web services 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 web services by “Customer”. “Solinus, Inc.” and contracted technicians are available on a consultant basis (fees apply) to assist in any needs of “Customer” at a prearranged cost. “Solinus, Inc.” will exercise no control whatsoever over the content of the information passing through the “Hosting Service”. “Customer” may scale the “Hosting Service” either to a higher or lower plan at any time based on their usage as outlined <http://www.hostmail.com> pricing page. Storage and bandwidth usages will bill at the high point each month.

5. Trademarks:

“Customer” warrants that it has the right to use the applicable trademarks, if any, and grants “Solinus, Inc.” the right to use such trademarks in connection with said “Hosting Service”.

6. Age:

“Customer” must be 18 years of age or older. Accounts may be formed in the name of a younger subscriber with the signed, written consent of a parent or guardian. That parent or guardian is then responsible for the terms of “Customer” contract in full.

7. Internet Etiquette:

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, responsible, & respectful of the expectations and sensitivities of others on the network when posting material for electronic distribution.

8. Hardware, Equipment & Software:

“Customer” is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access “Solinus, Inc.” servers. “Solinus, Inc.” makes no representations, warranties, or assurances that the “Customer” equipment will be compatible with the “Hosting Service”. “Solinus, Inc.” agrees that all server-related issues, including but not limited to server hardware, network connectivity, network-level administration, server operating system and web server software fall under “Solinus, Inc.” responsibility for maintenance and quality control. All other issues, content-related and otherwise, remain solely the

responsibility of the “Customer”. “Customer” agrees not to copy, duplicate, transmit, compile, or mirror any proprietary server software installed on leased servers by “Solinus, Inc.”. This includes any custom scripting, security robots, log utilities, virtual installation robots, account maintenance software, and any other utilities installed by “Solinus, Inc.”. “Customer” understands that any unauthorized copying as stated herein will result not only in breach of this contract, but also all copyright and intellectual property protection laws, federal, provincial and local, that may apply. “Solinus, Inc.” can suspend services without notice that are deemed to affect network security and/or performance until “Customer” resolves to “Solinus, Inc.” requirements. Should “Customer” not resolve in a reasonable manner of time, with notice, “Solinus, Inc.” reserves the right to terminate services.

9. Network Security:

“Customer” is prohibited from utilizing “Solinus, Inc.” services to compromise the security or tamper with system resources or accounts on computers at the premises or at any third party site. Specific activities that are prohibited include, but are not limited to:

- a) Use or distribution of tools designed for compromising security.
- b) Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- c) Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- d) Deliberate attempts to overload a system and broadcast attacks.
- e) Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
- f) Intentionally or negligently transmitting files containing a computer virus or corrupted data.

10. Email:

Sending unsolicited email messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. “Customer” will not use another site's mail server to relay mail without the express permission of the site. It is strictly forbidden to send out unsolicited email from any other network that advertises, promotes, or in any way points to a location inside

“Solinus, Inc.” network. “Customer” must comply with the CAN-SPAM Act of 2003 and all relevant regulations and legislation on bulk and commercial email. “Solinus, Inc.” reserves the right to disable any account suspicious of spam actions until resolved. If unable to resolve, “Solinus, Inc.” reserves the right to terminate services.

11. Termination:

“Customer” may terminate “Agreement” with written notice, which Email is acceptable. Notices may be Emailed to billing@solinus.com. Once received, account will terminate at the beginning of the next billing period. Cancellations received within the first 5 days of a new billing period can be effective as of the last day in the previous billing period upon request by “Customer”. Upon termination of an account, any remaining charges will be billed to “Customer”. Termination requests are processed as they are received. It is the responsibility of the subscriber to ensure that termination requests arrive prior to the next billing date. The subscriber is held responsible for keeping “Solinus, Inc.” informed of a valid mailing address/Email address and understands that “Solinus, Inc.” cannot be held responsible for the intentions of that subscriber when dealing with account termination or address correction.

“Agreement” may also be terminated if the other party (x) commits a material default (which, in the case “Customer”, will include any failure to make any payment when due) and fails to rectify such default within 10 days after being given notice of such default by the other party, or (y) becomes the subject of any voluntary proceedings under any bankruptcy or insolvency laws, or becomes the subject of any involuntary proceedings under any bankruptcy or insolvency laws which are not dismissed or withdrawn within 60 days after filing. Only legal decree by a court with full jurisdiction may nullify “Agreement” otherwise.

12. Money Back Guarantee

“Solinus, Inc.” will issue refunds only upon evidence of an error made on the part of “Solinus, Inc.”. All refund requests must be made within 30 days of claim issue by “Customer”.

13. Warranties:

“Solinus, Inc.” represents and warrants that:

- a) all of the services to be performed by it hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel;
- b) "Hosting Service" shall be accessible to Internet users twenty-four (24) hours per day, seven (7) days per week, with the sole exception of scheduled maintenance periods.
- c) If "Hosting Service" becomes unavailable to users, other than for scheduled maintenance, "Solinus, Inc." shall have qualified personnel respond of such unavailability and shall, to the extent reasonably practicable, remedy such unavailability at such time. In the case of severe interruptions of service (lasting longer than 15 days), "Solinus, Inc." agrees to credit all active accounts with an additional month of paid service of "Customer" based on previous monthly bill.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, SOLINUS, INC. MAKES NO REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

14. Limited Liability:

"Customer" expressly agrees that use of "Hosting Service" is at "Customer" sole risk. Neither "Solinus, Inc.", or its contracted providers, their employees, affiliates, agents, third parties, information providers, merchants, licensors or the like, warrant that "Hosting 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 "Hosting Service" or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through "Hosting Service" services, unless otherwise expressly stated in "Agreement".

Under no circumstances shall "Solinus, Inc.", its contracted providers, officers, agents, or anyone else involved in creating, producing, or distributing "Customer" "Hosting Service" service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the "Hosting Service"; 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 “Customer” records, programs or services. “Customer” hereby acknowledges that this paragraph shall apply to all content on said “Hosting Service”. “Solinus, Inc.” agrees to provide reasonable backup services to protect “Customer” data that resides on “Solinus, Inc.) server and network as standard part of service. Notwithstanding the above, “Customer” exclusive remedies for all damages, losses, and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed half the aggregate dollar amount which “Customer” paid during the term of “Agreement”.

15. Lawful Purpose:

“Customer” may only use “Hosting Service” for lawful purposes. Transmission of any material by “Customer” in violation of any federal, provincial, or local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening, including materials featuring violent depictions, child pornography, or material protected by trade secrets. This also includes links or any connection to such materials.

16. Indemnification:

“Customer” agrees that it shall defend, indemnify, save and hold “Solinus, Inc.” harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, (collectively "Liabilities") asserted against “Solinus, Inc.), its contracted providers, agents, customers, servants, officers and employees, that may arise or result from any service provided or performed or agreed to the performance of any product sold by “Customer”, its agents, employees or assigns. “Customer” agrees to defend, indemnify and hold harmless “Solinus, Inc.” against “Liabilities” arising out of, but not limited to:

- a) any injury to any person or property caused by any products sold or otherwise distributed in connection with the Hosting Service;
- b) any material supplied by Customer infringing or allegedly infringing on the proprietary rights of a third party; or
- c) copyright infringement and/or litigation regarding content-related disputes.

17. Miscellaneous:

- a) Notices. Every notice, approval, request, authorization, direction or

- other communication under “Agreement” will be given in writing to the party at the address first set forth above for such party and will be deemed to have been delivered and given for all purposes
- (i) on the delivery date, if delivered personally;
 - (ii) one business day after deposit with a commercial overnight carrier, with written verification of receipt, if sent by courier;
 - (iii) upon completion of transmission, if sent via facsimile with a confirmation of successful transmission; or
 - (iv) upon personal acknowledgement by the recipient, if sent by email.
- b) Assignment. “Customer” may not assign “Agreement” or any of its rights or obligations or the license hereunder, without the prior written consent of “Solinus, Inc.”.
- c) Reservation of Rights. “Solinus, Inc.” reserves all rights not specifically granted herein.
- d) Entire Agreement. This Agreement and the Schedules constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals and prior discussions and writings between the parties with respect thereto.
- e) No Waiver. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.
- f) Severability and Reformation. If any portion of “Agreement” is determined to be or becomes unenforceable or illegal, such portion will be reformed to the minimum extent necessary in order for this “Agreement” to remain in effect in accordance with its terms as modified by such reformation.
- g) Remedies Not Exclusive. The remedies available to the parties under “Agreement” are cumulative and not exclusive to each other, and any such remedy will not be deemed or construed to affect any right which either of the parties is entitled to seek at law, in equity or by statute.
- h) Relationship. The relationship of “Solinus, Inc.” to “Customer” will be that of an independent contractor, and neither “Solinus, Inc.” nor any employee of “Solinus, Inc.” will be deemed to be an agent or employee of Customer.
- i) Choice of Law and Jurisdiction. “Agreement” will be governed and interpreted by the laws of the jurisdiction of the State of Wisconsin,

without regard to its conflicts of law provisions. "Parties" hereby irrevocably and unconditionally agree to the non-exclusive jurisdiction of the courts of the jurisdiction of the State of Wisconsin, and to settle all disputes thru arbitration as set forth in the State of Wisconsin.