

## Server Co-Location Contract

Date: \_\_\_\_\_

**Sistemas Edenia Internacional**, S.A., from here on referred to as **CR SERVERS**, a corporation established under the laws of Costa Rica under legal I.D. # 3-101-090127 and \_\_\_\_\_ which from here on will be referred to as “the customer” have decided to agree in the following SERVER CO-LOCATION CONTRACT. CR SERVERS will charge a onetime setup fee of \$\_\_\_\_\_ USD to receive and install the customer’s hardware, provide an Internet connection with \_\_\_\_\_ public IP address, and cover the labor costs involved in setting up the hardware and software needed to run the system. The customer’s hardware configuration will consist of \_\_\_\_\_.

All equipment will remain property of the customer. It is the responsibility of the customer to provide replacement hardware in case of equipment failure or damage. The customer is responsible for covering all transportation and import costs associated with its hardware. CR SERVERS will provide a qualified technician for hardware installation and routine maintenance. The customer may be subject to pay for additional services such as hardware upgrades and part replacements.

CR SERVERS will provide the customer with an internet connection of \_\_\_\_\_Mbps of constant speed and an availability of 99.9% for a monthly hosting fee of \$\_\_\_\_\_ USD / month. Service will be provided as specified in Service Level Agreement (SLA) as an appendix to this contract.

CR SERVERS will consider the entire customer’s information and data as strictly confidential and the sole property of the customer. The customer’s information will be used only for internal use. CRSEREVRS will not use, tamper, copy, or make the customer’s data available to third parties. CR SERVERS agrees not to disclose the confidential information obtained from the customer to anyone unless required to do so by law.

The backup of data is the customer’s sole responsibility, and CR SERVERS will not be responsible or liable for any data loss due to hardware failure or any other cause.

CR SERVERS will not be liable for service interruptions due to failures in the RACSA connection to the Internet, failure of other Internet backbones, changes in Costa Rican law in regards to Internet servers, service interruption due to earthquake, fire, war, or other causes beyond our control. Such causes can effect a termination of this agreement with no liability to CR SERVERS.



CR SERVERS can suspend or terminate unilaterally this hosting contract immediately and with no Refunds, if the customer incurs in one or several of the following:

- 1- Sending mass messages (SPAM) or non solicited messages through any medium (email, newsgroups, etc.)
- 2- The hosting of sites or information that attempt against world governments, world religions, specific groups, or individuals.
- 3- The hosting of “phishing” sites that deceive visitors in any way.
- 4- The distribution or use of software, music, or any other material that infringes on the author rights of its owners.
- 5- The hosting or distribution of pornographic material.
- 6- The performance of hacking attacks, or the promotion of hacking activities of any sort through forums, blogs, or any other way.

Hosting payments are due at the start of your hosting cycle. If payment is not received, we will issue a one-time email warning to customer. If payment is not received 15 days into the hosting cycle, service will be suspended and termination can take effect.

CR SERVERS reserves the right to withhold the customer’s hardware if there is an outstanding balance with the customer until the customer’s balance is settled. CR SERVERS will hold inactive customer’s hardware for a one year period after which CR SERVERS will not be responsible for the equipment.

This is an electronic contract and does not require signature. Your payment of invoice raised by CR SERVERS will mean that you have accepted the terms and conditions of the contract.

In case the client wants to terminate the contract, a written and signed notice is required from authorized personnel along with at least one month’s notice. The client will be liable to make all payment arising out of server use during the cancellation notice period. In some cases, CR SERVERS reserves the right to ask for notarized cancellation notice.

The governing law of this agreement shall be the laws of Costa Rica.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

