



**DEDICATED SERVER HOSTING CONTRACT**

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

Sistemas Edenia Internacional, S.A., a corporation established under the laws of Costa Rica under legal I.D. # 3-101-090127, from here on referred to as CR SERVERS, and **\_CUSTOMER NAME\_ID\_ADDRESS \_** which from here on will be referred to as “the customer” have decided to agree in the following DEDICATED SERVER HOSTING CONTRACT. CR SERVERS will charge a onetime setup fee of \$\_\_\_\_\_ USD to setup the arranged hardware, a dedicated Internet line with \_\_\_\_\_ public IP address, and the labor costs involved in setting up the hardware and software needed to run the system. The hardware configuration will consist of \_\_\_\_\_.

All equipment will remain property of CR SERVERS. All maintenance and hardware replacement due to failure will be the responsibility of CR SERVERS during the duration of this contract. Customer may be subject to pay for additional hardware not contemplated in original configuration.

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.

CRSERVRES reserves the right to transfer, shift or alter the server specification depending on new technologies and market needs. For all such matters CR SERVERS will inform the client sufficiently in advance.

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.

CSRERVERS 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.)
- 3- The hosting of sites or information that attempt against world governments, world religions, specific groups, or individuals.
- 4- The hosting of “phishing” sites that deceive visitors in any way.
- 5- The distribution or use of software, music, or any other material that infringes on the author rights of its owners.
- 6- The hosting or distribution of pornographic material.
- 7- 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 of contract including deletion of customer’s data can take effect.

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.