

This agreement ("Agreement") is between hosting service provider MACHOSTER, LLC ("MACHOSTER") and the Customer ("Customer") specified in the electronic order form annexed herein by reference ("Order"). The agreement is made effective as of the date of the order.

Service (example) : **Dedicated server HP HP DL160 G6 2x L5640 2.26GHz Six Core /24Gb/ 2x 1TB SATA WD RE3 - RAID-1,0/ 1Gb Network, 5 IPV4 , collocation – Netherlands. 250.00 USD Monthly from ___due___2017.**

The parties agree as follows:

1. Overview

This Agreement in conjunction with the MACHOSTER Terms and Conditions ("TAC") are intended to cover Dedicated Server services provided by MACHOSTER and received by the Customer. Customer agrees to abide by the TAC as updated from time to time by MACHOSTER, and which can be viewed at MACHOSTER.EU/sla.html. This service agreement and annexed TAC together, contain the entire understanding between MACHOSTER and Customer with respect to the services ("Services") described in the Order and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between MACHOSTER and Customer. Customer acknowledges and agrees that its entire right relating to MACHOSTER Services are as set forth in this agreement and hereby waives all other rights that it may have by implication of law or otherwise.

2. Services

Subject to the terms and conditions of this agreement, MACHOSTER agrees to provide the hosting services specified in the Order. Subject to Customer's right to terminate this agreement in accordance to Section 8 of this agreement, MACHOSTER may expand or contract the scope of MACHOSTER's services by issuing an amended order form to the Customer in advance of such change.

3. Initial Term

The initial term of this Agreement is stated in the Order ("Initial Term") and the Agreement becomes effective immediately following Order completion. MACHOSTER reserves the right to reject any order in which case moneys collected will be refunded/reversed.

4. Renewal Term

Unless terminated by MACHOSTER or in accordance with Section 4.3 of this Agreement, this Agreement will automatically renew for successive terms of equal length to the Initial Term at the applicable rate and discounts.

5. Fees and Payment

The Customer agrees to pay MACHOSTER, without limitation, for services provided. Customer is fully responsible to ensure payment of any and all amounts due, are paid on time independently of receiving any invoices or billing notifications from MACHOSTER. Accounts that are past due will receive seven 7 calendar days' notice to pay. If the account is still unpaid after that seven 7 calendar day cure period, services may be suspended or terminated. Reactivation of the service after termination or cancellation

for any reason shall require the payment of additional charges and is subject to the availability of facilities and data.

Customer is responsible for keeping contact and billing information up-to-date and accurate, including but not limited to a properly functioning and reachable email address and telephone number.

Dollar amounts and costs indicated for all MACHOSTER services are in U.S. dollars, unless otherwise stated. Payment for all MACHOSTER services are billed and due on the first of each month. MACHOSTER reserves the right to refuse acceptance of any form of payment or terms. Service and/or handling fees above and beyond those listed may apply at the discretion of MACHOSTER.

6. Price Changes

During the initial term of this Agreement, Customer will not be charged an amount greater than the price set for the Services hereunder. MACHOSTER, however, reserves the right, without prior notice, after such Initial Term, to change the prices charged to the Customer for the services provided by MACHOSTER. Upon renewal, as provided in paragraph 4 above, the prices charged may be changed to the then prevailing price for the Services.

7. Cancellation and Refunds

The term of all dedicated hosting packages are specified on the Order and can be 12 month or 24 month or other. The cancellation of any dedicated hosting service by the Customer MUST be made in writing to MACHOSTER at least 30 days prior to the requested cancellation date. There are no partial refunds or credits for early cancellations. All payments will be due to MACHOSTER through the end of the applicable term. All payments are final and non-refundable.

There are no refunds on dedicated servers, administrative fees, and installation or configuration fees for custom software.

8. Termination of Agreement

If Customer breaches any of its obligations under this Agreement or MACHOSTER's TAC then MACHOSTER may terminate this agreement at any time and without prior notice. MACHOSTER reserves the right to cancel, suspend, or otherwise restrict access to the account at any time with or without notice.

Customer may terminate this Agreement if MACHOSTER breaches any material term or condition of this Agreement and fails to cure such breach within 30 calendar days after receipt of written notice of the same.

9. Service Level Agreement ("SLA")

The SLA for dedicated hosting packages is incorporated into the Terms and Conditions (TAC) and is applicable to all Services delivered to Customer. MACHOSTER's TAC can be viewed at MACHOSTER.EU/terms.html.

10. Confidentiality

Each party's confidential or proprietary information disclosed hereunder ("Confidential Information") shall be held confidential by the receiving party.

Neither party may disclose the other party's personal or Confidential Information to third parties without the other party's written consent. Either party is permitted to use the other party's Confidential Information among its employees only on a need-to-know basis and shall use such information only for the purpose of performing its obligations pertaining to this agreement.

Where MACHOSTER is required by applicable law, regulation, or by a government agency or court order, subpoena, or investigative demand, to disclose the terms of this Agreement or the Customer's Confidential Information, Customer acknowledges and agrees that MACHOSTER is permitted to do so.

11. Software

Software provided by MACHOSTER to Customer with the Service is provided under the following terms:

MACHOSTER grants Customer a personal, non-transferable and non-exclusive license (without the right to sublicense) to use Software, in object code form, solely in accordance with applicable written and electronic documentation. Customer will refrain from taking any steps to reverse assemble, reverse compile or otherwise derive a source code version of the object code of the Software. The Software shall at all times remain the sole and exclusive property of MACHOSTER or its suppliers. To the extent that use of Software by a User is required for the use of a Service, Customer's Users may use the Software licensed to Customer under this Agreement for that purpose. Customer shall ensure that Customer's Users comply with these terms and conditions. The term of the license granted hereunder shall be coterminous with the term of the related Services.

"Software" means all software and associated written and electronic documentation and data licensed by MACHOSTER to Customer in connection with a Service. Software does not include software that is not furnished to Customer.

12. Indemnification

Customer agrees that it shall defend, indemnify, save and hold MACHOSTER harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against MACHOSTER, 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 Customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless MACHOSTER against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with MACHOSTER; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from MACHOSTER's server.

13. Arbitration

Customer agrees to submit to binding arbitration. If any disputes or claims arise against MACHOSTER, such disputes will be handled by an arbitrator of MACHOSTER's choice. An arbitrator from the American Arbitration Association or the National Arbitration Forum will be selected in the State of Utah. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this Arbitration Clause. In the event of arbitration, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary expenses, in addition to any other relief to which that party may be entitled. This provision is applicable to the entire Agreement.

14. Compliance with Laws

The parties agree that they will comply with all applicable laws and regulations of government bodies or agencies in their respective performance of their obligations under this Agreement.

15. Representations and Warranties; No Other Warranty

The services are provided on an "as is" basis, and customer's use of the services is at its own risk. MACHOSTER does not make, and hereby disclaims, any and all other express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage, or trade practice. MACHOSTER does not warrant that the services will be uninterrupted, error-free, or completely secure. MACHOSTER does not warrant that the software, including security software, operates without error or will prevent third party hacking or access to customer's networks.

MACHOSTER shall not be responsible for any failures, repairs or modifications necessitated by the Customer's alteration of the operating system, including any and all operational issues which may arise as a result of the addition or modification of software by the Customer.

16. Limitation of Liability

In no event shall MACHOSTER be liable to the Customer for any indirect, punitive, special or consequential damages or lost profits arising out of or related to this agreement or the performance or breach thereof. The aggregate, total liability of MACHOSTER under this agreement, if any, shall in no event or circumstance exceed the total amount actually paid by the Customer hereunder. The terms of this section will survive any termination of this agreement.

17. Force Majeure

Neither party shall be liable of any delay or failure in performance due to Force Majeure, which includes without limitation, acts of God, earthquake, labor disputes, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties or other events which are beyond reasonable control.

18. Governing Law

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah, without regard to its conflict of laws rules.

19. Severability; Waiver

In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. In the case of any conflict between this Agreement and the Terms and Conditions (TAC) this Agreement will act as authority. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

Customer's signature _____

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