



MS Exchange Hosting Subscription Form

Primary Contact

Name	
Title	
Company	
Address	
Phone	
Email	

Billing Contact (if different)

Name	
Title	
Company	
Address	
Phone	
Email	

Email Service Domain (please enter below the domain name to be used with email service)

Domain Name	
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Product Configuration

Quantity	Product/Service	Price	Discount	Monthly Total
1	Exchange Mailbox 2GB with free multi-layer anti-virus protection, free premium anti-spam, ActiveSync wireless email and SEC Archiving Compliance/WORM LTO Storage	17.95	-	17.95

<p>Payment Information</p> <p><input type="checkbox"/> Check (Invoice) <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard</p> <p>Card Number _____</p> <p>Name on Card _____</p> <p>Expiration Date ____ / ____ (MONTH/YEAR)</p>	<p>Please return completed form to:</p> <p>DOTNET SERVICES P.O. Box 772215 Miami, FL 33177-2215</p> <p>Phone: 305-878-1535 Support@dotnt.com</p>
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Signature _____

Date _____

Name _____

Title _____



MS Exchange Hosting Subscription Form

EMAIL MANAGEMENT SERVICE AGREEMENT ("Agreement") is entered into as of the date executed above (the "Effective Date"), by and between Dotnet Services, Inc., a Florida Corporation in the County of Dade, and the Company listed above ("Client").

Dotnet Services provides application development, email & communications solutions, web hosting and server colocation. Some of the technology provided by Dotnet Services is licensed to Dotnet Services from third parties for sublicense to Dotnet Services customers. The third parties from which Dotnet Services licenses technology shall be referred to hereinafter as "Technology Providers". Client wishes to license an email architecture that fulfills standard email functions such as sending and receiving messages, as well as additional monitoring and archival functions ("Email Services"). Accordingly, Client would like to acquire services and technologies from Dotnet Services according to the terms and conditions set forth herein, and Dotnet Services would like to provide such services & technology to Client.

NOW, THEREFORE, the parties hereby agree as follows:

1. Service. Subject to the terms and conditions of this Agreement, Dotnet Services hereby agrees to provide a custom Email Services solution and grants to Client a non-exclusive, worldwide license (with no sublicense rights) to utilize the Email Services during the term.

2. Service Limitations. Client shall not copy, modify, adapt, transmit, sell, distribute or otherwise use the Email Services, in whole or in part, except as expressly permitted hereunder or in the applicable Exhibit or as approved in advance in writing by Dotnet Services. Dotnet Services and its Technology Providers reserve all rights and licenses in and to the Email Services not expressly granted to Client hereunder. Client shall not use or permit anyone to use the Email Services for any unlawful or unauthorized purpose.

3. Fees.

Subject to the terms and conditions of this Agreement as supplemented by its Exhibits, Client agrees to pay Dotnet Services the fees set forth in any applicable Exhibit. All such fees will be invoiced monthly and will be due and payable within thirty (30) days following Client's receipt of each Dotnet Services invoice.

4. Ownership and Trademarks.

All server hardware, including all installed software and applications needed to operate the Email Services are the sole property of Dotnet Services. Dotnet Services and its Technology Providers own all right, title, and interest in and to their respective trademarks, service marks, and logos ("Marks") worldwide.

5. Confidentiality.

- (a) **Confidential Information.** "Confidential Information" means (i) business or technical information of either party, including but not limited to information relating to either party's product plans, customers, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; and (ii) any information designated by either party as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential; and (iii) the terms and conditions of this Agreement.
- (b) **Confidentiality Obligations.** Each party agrees: (i) that it will not disclose to any third party or use any Confidential Information disclosed to it by the other party except as expressly permitted in this Agreement; and (ii) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance.
- (c) **Exclusions.** "Confidential Information" will not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or (iii) the receiving party knew prior to receiving such information from the disclosing party or develops independently. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement; and (ii) on a confidential basis to its legal or financial advisors.

6. Term and Termination.

- (a) **Term.** This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of twelve (12) months. Unless Dotnet Services or Client provides ninety (90) days written notice, this Agreement and all related exhibits shall auto-renew for additional 1-year terms.
- (b) **Termination for Breach.** Either party may terminate any Exhibit if the other party materially breaches any of its obligations thereunder or hereunder and such breach remains uncured for thirty (30) days following the written notice of the breach to the breaching party.
- (c) **Termination Due to Unavailability of Licensed Technology.** In the event that any agreement between Dotnet Services and one of its Technology Providers is terminated in accordance with its terms, or in the event any portion of the Email Services is found to infringe a third party's intellectual property rights, such that Dotnet Services is unable to provide the Email Services in accordance with the applicable Exhibit, both parties shall have the right to terminate the Agreement without liability other than payment of fees incurred up to the date of termination. Alternatively, both parties shall have the right to mutually modify this agreement in writing to reflect a reduction in the value of the Licensed Content.
- (d) **Effect of Termination.** Upon any termination or expiration of this Agreement: (i) Client shall make payment to Dotnet Services of all compensation due and made payable prior to the termination or expiration; and (ii) each party shall return to the other or destroy, at the other party's instruction, all Confidential Information of the other party.

7. Warranty and Disclaimers.

- (a) **Warranties.** Dotnet Services warrants that it has the right and authority to enter into this Agreement and to grant to Client the rights granted hereunder and that to the best of Dotnet Services's knowledge the license granted to Client hereunder does not infringe any third party's intellectual or other proprietary right at common law or under any statute.

- (b) EXCEPT AS SET FORTH IN SECTION 7(a) ABOVE, DOTNET SERVICES AND ITS TECHNOLOGY PROVIDERS MAKE NO WARRANTY OF ANY KIND IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE EMAIL SERVICES AND ANY OTHER INFORMATION, SERVICES OR MATERIALS PROVIDED OR MADE AVAILABLE BY DOTNET SERVICES HEREUNDER, AND DOTNET SERVICES AND ITS TECHNOLOGY PROVIDERS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Without limiting the generality of the preceding sentence, Client acknowledges that, although Dotnet Services obtains technology from third party sources considered reliable and Dotnet Services runs reasonable control checks on the Email Services, DOTNET SERVICES AND ITS TECHNOLOGY PROVIDERS EXPRESSLY DISCLAIM ANY WARRANTY REGARDING, AND NEITHER DOTNET SERVICES NOR ANY OF ITS TECHNOLOGY PROVIDERS SHALL BE LIABLE FOR, THE TIMELINESS, OR INDUSTRY-SPECIFIC REGULATORY COMPLIANCE OF THE EMAIL SERVICES.

8. Indemnity. Dotnet Services will defend Client against third party claims, and indemnify and hold Client harmless against final judgments (including reasonable attorneys' fees), arising out of a breach of the warranty contained in Section 7(a) above, provided that (a) Client provides Dotnet Services with prompt written notice upon becoming aware of any such claim; (b) Client reasonably cooperates with Dotnet Services in the defense of such claim; and (c) Dotnet Services has sole and exclusive control over the defense and settlement of any such claim. Notwithstanding the foregoing, Dotnet Services will have no liability of any kind to the extent any claim is based on or arises from: (w) required functionality not clearly expressed in Client's Email Services requirements, (x) any modification of the Email Services by Client or any third party; (y) the combination of Email Services with any technology or other services not provided by Dotnet Services, or (z) the failure of Client to use updated or modified versions of the Email Services made available by Dotnet Services to avoid a claim. The indemnification obligation contained in this Section 8 shall be Client's sole and exclusive remedy, and Dotnet Services' sole and exclusive obligation, with respect to any breach of the warranty contained in Section 7(a) or any claim of intellectual property rights or proprietary rights infringement.

9. Limitation of Liability. IN NO EVENT WILL EITHER PARTY OR ITS TECHNOLOGY PROVIDERS BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE EMAIL SERVICES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR THE APPLICABLE PARTY OR ITS TECHNOLOGY PROVIDERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10. General Provisions.

- (a) **Assignment.** Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign this Agreement without the other's consent in the case of a merger, reorganization, acquisition, consolidation, or sale of all, or substantially all, of its assets. Any attempt to assign this Agreement other than as permitted herein will be null and of no effect. Without limiting the foregoing, this Agreement will inure to the benefit of and bind the parties' respective successors and permitted assigns.
- (b) **Governing Law and Dispute Resolution.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
- (c) **Notice.** Any notice under this Agreement will be in writing and delivered by personal delivery, express courier, confirmed facsimile, confirmed e-mail, or certified or registered mail, postage prepaid and return receipt requested. Notices will be deemed to be effective upon personal delivery, one (1) day after deposit with express courier, five (5) days after deposit in the mail, or upon confirmation of receipt of facsimile or e-mail. Notices will be sent to a party at its address set forth above or such other address as that party may specify in writing pursuant to this section.
- (d) **No Agency.** The parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.
- (e) **Entire Agreement.** This Agreement, together with its Exhibits, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, negotiations and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.
- (f) **Severability.** If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- (g) **Waiver.** Failure of either party to insist on strict performance of any of the terms and conditions herein shall not be deemed a waiver of any rights or remedies that either party shall have and shall not be deemed a waiver of any subsequent default of the terms and conditions thereof.