

LNH Inc. Server Contract

In order for us to start the process of setting up your server, this form must be completed in full and faxed to 1-888-650-4678.

Section 1: Customer Information

Company Name: NYC Drupal Users Group

Contact Name: Oleg Terenchuck

Primary Domain Name: http://

Address:

44 East 20th Street Apt. 9b

New York, NY

10010

Phone: 917 306 5653.

Fax:

Email: litwol@gmail.com

Emergency Contact Information:

Name: Oleg Terenchuck

Phone Number: 917 306 5653.

Email Address: litwol@gmail.com

Section 2: Service Specifications

Name: NYC DUG

Intel Xeon 3210 Quad-Core 2.13 1066

DDR 2048 MB (2 GB)

2 x SATA 250 GB

SATA Raid Card

Linux RedHat Enterprise

1000 GB monthly transfer

1 IP Address(es)

Hot Swappable Drives

Install and Support Includes:

24x7x365 Support

Additional 1000 GB Transfer

Anti-Virus for Linux

Apache

Bandwidth Monitoring

Complete ROOT access for linux

DNS support on HostMySite.com name servers

Full Admin Access to your server

Hardware Fully Supported

Managed Backups with 50 GB

Managed Security Patches

MySQL

PHP

Ping (ICMP) Monitoring

Postfix Mail

Service Level Agreement

Webalizer Stats

Section 3: Pricing and Payment Information

	Setup Fee	Monthly Fee
NYC DUG	\$351.90	\$524.00
Discount	\$351.90	\$524.00
Total	\$0.00	\$0.00

The term of this contract is 12 months. Payment for the first month and setup fee must be received before the server can be activated. Payment can be made to:

LNH Inc.
650 Pencader Drive
Newark, DE 19702

The amount due will be charged to the credit card on file for the account.

Section 4: Custom Service Agreement

Thank you for choosing HostMySite.com to provide services for your business. Your agreement with us consists of this Custom Service Agreement (CSA), any attachments to it, our Acceptable Use Policy (AUP), and our Privacy Policy (collectively the "Agreement"). All of these documents are incorporated into this CSA and made a part of it by this reference. We strongly encourage you to review each of these documents – they are a part of this Agreement.

Throughout this CSA, HostMySite.com is referred to as HostMySite.com, we, us or our. Our customer is referred to as you or your. Your customer, or user of your services, is referred to as the "End User."

The products and services we provide you are set out on the attached configuration overview (Configuration Overview). The Configuration Overview contains the products, services, software and hardware we provide to you. These are referred to collectively as the "Service" or "Services." The Fees and Term are also set out on the Configuration Overview.

The Effective Date of this Agreement is the date on which we create a billing template for you.

1. Our Rights and Responsibilities

1.1. You have the right to connect to our network, using the Equipment, on a 24 x 7 basis, limited by this Agreement.

1.2. We agree to sell to you the amount of bandwidth specified in your Configuration Overview. Your site(s) will be the only site(s) operating on the Equipment (as that term is defined in the Configuration Overview). If we provide Equipment to you, it is leased to you: we will retain ownership in the Equipment, and you agree to take no action inconsistent with our ownership interest.

1.3. We will provide, at no cost to you, one primary IP address by default, which will be subject to change at any time.

1.4. There are certain circumstances in which we apply updates or "patches" to the Equipment (Updates). You may also ask us to apply these Updates. We have no liability, and you agree to release us from any liability, that results from our actions installing these Updates.

1.5. Please review our SLA – it is your sole and exclusive remedy for disruptions to your service. In the event of an emergency efforts to restore our normal business functions will take precedence over efforts to maintain the integrity of your specific operations. Although we will make every reasonable effort to minimize impact to your service, it may become necessary to interrupt the operation of the Service, remove or rearrange equipment, disconnect or disable devices, limit access, or disable software, during an emergency

1.6. In the event of an unusual or unmanageable increase in the amount of data you transfer via a particular Service, for network integrity, it may be necessary to limit or stop all your data transfer. If this occurs, we will use commercially reasonable efforts to contact you using the information set out on in our records. We will attempt to limit the time period in which your data transfer is restricted, but this type of restriction will not be a material breach of this Agreement.

1.7. We retain the right to maintain and operate our facilities in such a manner as will best enable us to conduct our normal business operations. Disruptions to your service, including scheduled and emergency maintenance, are covered by our SLA. You may not terminate this Agreement based on changes in this operation unless such a change materially alters the type of Service provided by us. The term "materially" shall be determined from the perspective of a reasonable business person with significant experience conducting business on the Internet.

1.8. We are under no obligation to provide direct physical access to the Equipment or our facilities. In the event direct access is appropriate, such as with a customer colocation, access is granted at our discretion, by appointment, and subject to our security policies concerning customer visitation. Although these policies are not included in this agreement, you may request a copy of the applicable portions.

2. Your Rights and Responsibilities

2.1. You are solely responsible for any breaches of security affecting the Equipment. If the Equipment is involved in an attack on another server or system, it will be shut down and an immediate investigation will be launched to determine the cause/source of the attack. In such an event, you are solely responsible for the cost to rectify any damage done to the Equipment and any other hardware or software affected by the security breach.

2.2. You are required to maintain the software you install on the Equipment including patches and other updates. At our discretion we may agree to assist you installing these patches.

3. Term

The initial term will begin on the Effective Date (Initial Term). If you purchase Services after the Initial Term of this Agreement has begun, the term for the additional Services will begin on the date set out in an additional Configuration Overview. Following the expiration of a Service's respective Initial Term, the term will automatically renew for the length of the Initial Term (Renewal Term). Unless otherwise set out in the Sales Quote, you must cancel a particular Service in writing no later than 60 days prior to the expiration of the Initial Term or any Renewal Term.

4. Payment Terms

4.1. You are responsible for the Fees set out on the Configuration Overview. Fees are due on the date set out on your invoice.

4.2. The Service may include products provided by third parties (Third Party Services). Third Party Services are set out on your Configuration Overview. Third Party Services may be billed separately from the Service and may not be billed on the month on which they are delivered. You agree to pay for these Third Party Services regardless of the length of time elapsed between their delivery date and the date on which you are charged.

4.3. You are responsible for all taxes and fees levied on the Services – other than those based on our net income.

4.4. Our obligation to provide the Service is contingent on your payment of the Fees by the Due Date. You must pay the Fees without set off or deduction. It is your responsibility to ensure that we receive payment of the Fees. Should the Service be suspended, for any reason, Fees will continue to accrue. Set up and domain name registration charges are not refundable for any reason.

4.5. If the Fees are not paid by the Due Date, your account will be considered delinquent. To reinstate your account, you will be required to pay, depending on the reason for the delinquency: (i) a returned check fee in the amount of \$50; (ii) interest in the amount of 2.0% per month, or the maximum amount allowed by law; (iii) collection charges; (iv) any fees levied on us by our financial institution; and/or (v) an investigation fee of \$200.

4.6. If you believe there is an error on your bill you must contact us in writing. We each agree to work together in good faith to resolve any billing disputes. Your dispute must include sufficient facts for us to investigate your claims and be received by us at least 5 days prior to the Due Date (Dispute Deadline). You waive your right to dispute any charges or Fees if you fail to meet Dispute Deadline. If we find that your claim is valid, we agree to credit the account that is the subject of the dispute on your next bill. If you contact your credit card company, prior to notifying us of the dispute, and initiate a "charge back" based on this dispute, and your charge back claim is past the Dispute Deadline, you will be charged a \$200 investigation fee. This fee compensates us for the investigation your credit card issuer requires us to conduct in order to demonstrate our right to payment.

4.7. Our SLA sets out your rights for disruption of the Service. Under the SLA you may be entitled to an "Uptime Credit," "Infrastructure Credit," or a "Hardware Credit" (Credit). Should the Service be disrupted, you may request a Credit through your control panel, or by calling our customer service representatives. This Credit is our only obligation, and your only remedy, in the case of a disruption to the Service. If you are past due on any Fees, we are not required to provide the Credit to you. You must request a Credit within three days of the event covered by the SLA. You will receive only one Credit per disruption. For example should the disruption qualify for both an Uptime Credit and an Infrastructure Credit, you will receive only one Credit. Credits may not be aggregated, are limited to one month's Fees, and may not be carried over from month-to-month.

5. Termination

5.1 Termination by HostMySite.com.

5.1.1 We may terminate a Service, or this entire Agreement, prior to the end of an Initial Term or Renewal Term, without liability to you, or waiving any of our rights, if:

5.1.1.1 You, your End Users, or any third party using the Services through you, does not comply with the applicable terms of any aspect of this Agreement, including items incorporated by reference;

5.1.1.2 You have made any false statements to us;

5.1.1.3. We are prohibited from offering the Service, a third party vendor stops making aspects of the Service available to us, or uneconomical for us to continue to provide to you;

5.1.1.4. You fail to cure a material breach within 10 days of notice from us, or the material breach is incapable of cure;

5.1.1.5. You file for bankruptcy (whether voluntary or involuntary) or reorganization;

5.1.1.6. You do not provide us with technical information necessary for us to implement the Services in a commercially reasonable amount of time, or within the time set out on your Configuration Overview; and/or

5.1.1.7. Your use of our support services is unreasonable or abusive.

5.1.2. If we terminate the Services, or this Agreement, based on this paragraph, we may assess you early termination charges. These charges will be in addition to any other rights and/or charges set out in the Agreement. If you have an agreement with a fixed term, you will be charged for the balance of the Term, with the addition of any discounts you received for agreeing to purchase the Service. A particular Service may be provided by a third party. If that is the case, you will be charged all costs we are charged by the third party. A material breach shall be determined from the perspective of a reasonable business person with significant experience conducting business on the Internet.

5.1.3. Resuming Services - After termination, we may choose to resume providing the Service to you, at your request. We are under no obligation to do so, and new fees may be assessed.

5.2 Termination by you.

5.2.1. You may terminate a Service, or this entire Agreement, prior to the end of an Initial Term or Renewal Term, if we have failed to cure a material breach within 10 days of written notice from you, or our material breach is incapable of cure. A material breach shall be determined from the perspective of a reasonable business person with significant experience conducting business on the Internet.

5.2.2. This termination right shall be your sole and exclusive remedy. If our material breach does not include a Third Party Service that is part of the Service, you may still remain responsible for early termination charges assessed by that entity.

6. Licenses and Intellectual Property

6.1. License from HostMySite.com to you:

We grant to you a non-exclusive, non-transferable, worldwide, royalty free license to use technology provided by us solely to access and use the Service. This license terminates on the expiration or termination of this Agreement. Except for the license rights set out in this Agreement, this license does not grant any additional rights to you. All right, title and interest in our technology shall remain with us or our licensors. You are not permitted to circumvent any devices designed to protect our, or our licensor's, ownership interests in

the technology provided to you. In addition, you may not reverse engineer this technology.

Any license provided to you, is provided with "RESTRICTED RIGHTS" applicable to private and public licensees. These rights include, but are not limited to, restrictions on use, duplication, or disclosure by the United States Government as set forth in this Agreement and as provided in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable.

6.2. Licenses from you to HostMySite.com:

We may use information you provide to us for technical support, implementation, operation or administration of the Service (Operational Information). Operational Information, as well as aggregate information gleaned from the operation of our business in general, will be used to improve, or create new products and services. We shall be the exclusive owner of the resulting intellectual property. You waive any rights you may have in this intellectual property, and assign all right, title and interest in it to us and agree to cooperate with us to secure our rights.

You grant us, and any third parties used by us to provide the Service, a non-exclusive, non-transferable, worldwide, royalty free license to use, disseminate, transmit and cache content, technology and information provided by you and, if applicable, End Users, in conjunction with the Service. This license terminates on the expiration or termination of this Agreement. All right, title and interest in your technology shall remain with you, your End Users, or your licensors.

7. Representations and Warranties

7.1. Reciprocal Warranties

We each warrant to the other that: (i) we each have the power, authority and legal right to enter into this Agreement; and (ii) we each have the power, authority and legal right to perform our obligations under this Agreement and all incorporated provisions.

7.2. Your Representations and Warranties

7.2.1 You represent and warrant to us that: (i) you have the experience and knowledge necessary to use the Service; (ii) you understand and appreciate the risks inherent to you, your business and your person, that come from accessing the Internet; (iii) you have sufficient knowledge about administering, designing and operating the functions facilitated by the Service to take advantage of the Service; (iv) that in entering into this Agreement, and performing the obligations set out in it, you will not violate any applicable laws and regulations; (v) that you will make back up copies of your data even if you purchase "back up" services from us; and/or (vi) that you will pass through the terms of our AUP to End Users in your agreements with them.

7.2.2. You expressly warrant that you own the entire right, title and interest to, or have an appropriate license to use, all materials provided to us, or which may be accessed or transmitted using the Service. You also warrant that to the extent you do business with other parties using the Service, that they have the same ownership interests in the materials provided to you, or accessed via you, that are set out in this paragraph.

8. Warranties, Disclaimers And Limitations Of Liability

8.1. Other than set out in the paragraph entitled "Reciprocal Warranties" we make no warranties, and any implied warranties are expressly disclaimed.

8.2. THE SERVICE(S) ARE PROVIDED AS-IS. YOUR USE OF THE SERVICE(S) IS AT YOUR OWN RISK. WE DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS, AND/OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE(S), WILL MEET ANY OR ALL OF YOUR EXPECTATIONS; WILL OPERATE IN ALL OF THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY YOU; OR THAT

THE OPERATION OF THE SERVICE(S) WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. NO EMPLOYEE, OR AGENT IS AUTHORIZED TO MAKE ANY WARRANTY ON OUR BEHALF.

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU WILL NOT UNDER ANY CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, HOLD US OR OUR LICENSORS, AGENTS, EMPLOYEES, OFFICERS AND/OR THIRD PARTY VENDORS, LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, COST SAVINGS, REVENUE, BUSINESS, DATA OR USE, OR ANY OTHER PECUNIARY LOSS BY YOU OR ANY OTHER THIRD PARTY. YOU AGREE THAT THE FOREGOING LIMITATIONS APPLY WHETHER IN AN ACTION IN CONTRACT OR TORT OR ANY OTHER LEGAL THEORY AND APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WE BE LIABLE TO YOU IN THE AGGREGATE WITH RESPECT TO ANY AND ALL BREACHES, DEFAULTS, OR CLAIM OF LIABILITY UNDER THIS AGREEMENT FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU TO US DURING THE 3 MONTH PERIOD PRECEDING A CLAIM GIVING RISE TO SUCH LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; YOU AGREE THAT IN THOSE JURISDICTIONS OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

9. Indemnification

9.1. You agree to indemnify, defend and hold harmless us, our parent, subsidiary and affiliated companies, third party service providers and each of their respective officers, directors, employees, shareholders and agents (each an "indemnified party" and, collectively, "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to (i) your use of the Service; (ii) any violation by you of any of our policies; (iii) any breach of any of your representations, warranties or covenants contained in this Agreement; and/or (iv) any acts or omissions by you. The terms of this section shall survive any termination of this Agreement. For the purpose of this paragraph only, the term "you" as set out in subparagraphs (i) through (iv) include you, End Users, visitors to your website, and users of your products or services, the use of which is facilitated by us.

9.2. We shall indemnify and hold you harmless from, and at our own expense agree to defend, or at our option to settle, any claim, suit or proceeding brought or threatened against you so far as it is based on a claim that the Service infringes any issued U.S. patent or copyright. This indemnification provision is expressly limited to aspects of the Service which are fully owned by us. It does not extend to products or services provided by third parties even if incorporated into the Service. If set out in our agreements with suppliers of Third Party Services, we shall flow down similar intellectual property indemnification provisions to you. This paragraph will be conditioned on your notifying us promptly in writing of the claim and giving us full authority, information, and assistance for the defense and settlement of that claim. You shall have the right to participate in the defense of the claim at your expense. If such claim has occurred, or in our opinion is likely to occur, you agree to permit us, at our option and expense, either to: (i) procure for you the right to continue using the Service; (ii) replace an individual component of the Service with a product or service, regardless of manufacturer, performing the same or similar function as the infringing aspect of the Service, or modify the same so that it becomes non-infringing; or (iii) if neither of the foregoing alternatives is reasonably available, immediately terminate our obligations (and your rights) under this Agreement with regard to such Service and refund to you the price originally paid by you to us for the Service, or the Fee actually received by us from you for the 3 month period immediately preceding the occurrence of the event on which the indemnification claim is based. This shall be your only remedy, and our only obligation to you, should a third party allege that the Service infringes any issued U.S. patent or copyright.

10. Credit

Your execution of this Agreement signifies your acceptance of our initial and continuing credit approval procedures and policies. We reserve the right to withhold initiation or full implementation of the Service until we are satisfied with our initial credit review and approval.

11. Transfer and Assignment

This Agreement may not be transferred or assigned by you without our consent, which we may withhold. We reserve the right to subcontract, transfer or assign, the Services, work or any of our obligations set out in this Agreement without your consent.

12. General

12.1. Except for the obligation to pay the Fees, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, fire, epidemics, failures of telecommunication carriers, delays of common carriers, or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay. The party affected by the such an occurrence shall notify the other party as soon as possible, but in no event less than ten days from the beginning of the event.

12.2. The parties agree that all disputes shall be brought before U.S. District Court for the District of Delaware located in Wilmington Delaware (District Court). If the District Court may not consider the dispute, all disputes shall be brought before the Delaware Superior Court, or the Delaware Court of Common Pleas, each located in Wilmington Delaware. The parties agree that these courts shall have exclusive jurisdiction over all disputes and other matters relating to the interpretation and enforcement of this Agreement or any other document entered into by the parties. Further, the parties agree that venue shall be proper in the appropriate court set out above, and agree that they shall not contest notice from that court. State law issues concerning construction, interpretation and performance of this Agreement shall be governed by the substantive law of the State of Delaware, excluding its choice of law rules. The United Nations Convention on Contracts for International Sale of Goods shall not apply.

12.3. No waiver of rights under this CSA, or any HostMySite.com policy, or agreement between you and HostMySite.com shall constitute a subsequent waiver of this or any other right under this CSA.

12.4. This CSA, the Configuration Overview, AUP, Privacy Policy and/or attachments shall be construed as one document. To the extent that there is a conflict between the terms of these documents and they shall have the following precedence: Privacy Policy, AUP, CSA, Configuration Overview, and then Attachment(s).

12.5. All notices to you will be sent to the address set out in our records. Notices will be effective upon receipt. All notices from you to us should be addressed as follows:

LNH, Inc. d/b/a HostMySite.com
650 Pencader Drive
Newark, DE 19702
Facsimile: 302-224-1676

With a copy of all legal notices to:

David Snead, Attorney at Law
Attention: LNH Inc., Legal Notices
P.O. Box 53249
Washington, D.C. 20009
Facsimile: 202-318-4089

12.6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same document.

12.7 The following paragraphs shall survive the expiration or termination of this CSA and/or any attachment: 4.1, 8, 9, and 12.

Signature:

Accepted By: _____

Signature: _____

Title: _____

Print Name: _____

Date: _____

LNH Inc. Authorizing Agent:

Signature: _____

Title: _____

Print Name: _____

Date: _____

Please sign, initial each page, and fax to 1-888-650-4678. Thank you very much for your business.

LNH Inc. Credit Card Authorization Form

I authorize LNH Inc. (d/b/a HostMySite.com) to process payment on the following credit card in accordance with the terms set forth on the dedicated server contract between Oleg Terenchuck of NYC Drupal Users Group, and LNH Inc. signed (Date) _____ as detailed in Section 3 (Fees and Payment Terms).

Card Type: Visa MasterCard American Express Discover

Credit Card Number: _____

Expiration Date: _____

Authorizing Signature: _____ Date: _____