

TERMS OF SERVICE

This legally binding contract (the "Agreement") is by and between Cologuys, Inc., an Texas corporation ("Cologuys"), and you and your assigns, employees, agents or contractors ("You", "Your", the "Client") and is effective as of the date you purchase dedicated hosting services from Cologuys. This Agreement sets forth the terms and conditions of your use of Cologuys's Dedicated Server services (collectively, the "Services") and represents the entire agreement between you and Cologuys relating to the Services. This Agreement contains provisions that set forth Cologuys's Acceptable Use Policy, Privacy Policy and guarantees of a certain service level (found in the "Uptime Guarantee" and "Service Level" sections below).

By purchasing the Services, You acknowledge and agree that you have read, understand, acknowledge and agree to be bound by all the terms and conditions of this Agreement, along with any new, different or additional terms, conditions or policies that Cologuys may establish and post on its website from time to time.

Description of Services

Cologuys provides the Services to its customers for a monthly fee. Cologuys will provide you an account on one or more of its dedicated servers, provided, however, you abide by the terms and conditions set forth in this Agreement and in any other agreement pertaining to other services you may purchase. Cologuys reserves the right to modify its network and facilities used to provide the Services for purposes including, but not limited to, accommodating evolving technology and increased network demand, and providing enhanced services. Cologuys shall use reasonable efforts to notify you in advance of any planned changes to Cologuys's network or facilities that may adversely affect the Services provided under this Agreement.

Fees

Fees for Services ordered by You shall be charged beginning on the date of the initial order and that date shall serve as the monthly anniversary date for all future billings including one time fees, upgrades, additional services, cancellations and service credits. Fees are due in advance of the monthly service cycle and will be billed on the anniversary date of each month.

From time to time it may be necessary to make adjustments in the fees and surcharges charged for the Services in order to cover certain changing costs (e.g., power) incurred by Cologuys in providing the services. Such adjustments will be reflected on the statement or invoice provided to you for the Services, and you agree to pay for the fees and surcharges for the Services, as adjusted.

Payment Options

Cologuys provides several options for payment:

Credit Card on File. When you place a credit card on file with Cologuys, we will, typically, bill the card a few days before your invoice is due. If the credit card charge is expired, not authorized or declined by our processing company, we will notify you via E-mail. We request that you update your card promptly. If your invoice becomes more than 3-days past due (from the invoice Due Date) then Cologuys reserves the right to suspend service or terminate service after 5 days past due until payment is received.

Checks, Money Orders, Wire Transfers and Pay Pal payments. Cologuys accepts both checks and money orders. In the event a check is returned, Cologuys will charge a returned check fee of \$35.00 or, if less, legal limit in your state or country. You are responsible for payment of all bounced check fees. In the event your invoice is 3-days or more past due (from the invoice Due Date) then Cologuys reserves the right to suspend service or terminate service after 5 days past due until payment is received.

Late Payment

Cologuys reserves the right to charge a late fee of 1.5% per invoice per month on late payments. Invoices will be automatically considered late once the invoice due date has passed.

Non-payment Termination

In the event you fail to pay your invoice within 3 days of the due date, we reserve the right to suspend your service.

If you are still past due on the 5th day from the due date on the invoice, we reserve the right to terminate your service entirely and reformat your server.

If you are terminated for non-payment, we also reserve the right to refer your account to a third party collection agency and you agree to pay any collection fees or legal fees we may be charged to collect on your debt.

Cancellation and Refunds

Cologuys is not able to schedule cancellation. When you request cancellation, we will follow this process. We will first contact you to confirm the cancellation and verify that you are authorized under your account to cancel it. Then, we will immediately suspend billing and cancel the server. We are not able to provide scheduled cancellations and all cancellations are effective immediately. Regarding mid-month or mid-period cancellations, Cologuys will not issue pro-rated refunds for cancellations received in the middle of a payment cycle.

Refunds will not be given on a pro-rated basis for Services provided in a given billing period. Receipt by you of any Services in a given period will obligate you to pay for the Services during that entire billing period.

Term and Termination and Money Back Guarantee

You agree to a month to month term for the Services unless otherwise agreed to in writing. The month to month term for services is automatically renewed each month unless either party notifies the other in

writing of its desire that the Agreement not be renewed, no later than three (3) days before the next upcoming anniversary date for billing. You may cancel your account by terminating this Agreement in this manner by contacting the Cologuys billing department.

Cologuys may terminate this Agreement effective immediately and without notice upon any breach by you of any of the terms of this Agreement. In such event, Cologuys shall have no obligation to refund any fees paid in advance by you.

At this time, Cologuys does not offer a refund-based MBG of any kind.

Chargebacks and Payment Disputes

Under this Terms of Service agreement you must first contact Cologuys to attempt to resolve any billing disputes before contacting your bank or credit card company to dispute the charges. You further agree that any billing disputes must be submitted in writing to our billing department within one month of the invoice payment in question.

By using our services you agree to the above policy and to contact Cologuys before contacting your financial institution to seek a resolution.

In the event you dispute charges contrary to this agreement, we reserve the right to add a \$150 collection chargeback fee and to refer your account or sell your debt to a third party collection agency. We also reserve the right to take further legal action against you.

Promotional or Special Offers: Pre-payment Offers

From time to time, Cologuys may offer discounted pricing for initial introductory periods (e.g., discounted fees for the first months service.) A condition of such discounted pricing may be the requirement that prepayment for a period longer than the introductory period be paid. For example, the first month's service may be offered for a discount, with the standard pricing going into effect during the second month, with a quarterly prepayment being required. Promotional offers are non-refundable.

Promotional or Special Offers: Other Types of Offers

From time to time, Cologuys may offer promotional or special offers as sales incentives. These offers may be comprised of discounts, free time, free services, discounted services, trial offer periods and other types of offers. Such offers cannot be combined with other offers unless otherwise stated and are one-time use offers. One offer per client only. Offers are valid only where they are permitted by law. Offers are void where prohibited. Some offers (example: "Three Months Free Load Balancing Service") require you, the Client, to contact Cologuys prior to the expiration of the trial period in order to avoid being re-billed. Offers which provide a discounted monthly rate for a specified period of time will reset automatically to the full monthly rate once the promotional period has passed and You, the Client, agree to pay, in full, the full monthly rate, unless You cancel in advance.

Tortuous Conduct

Any abuse towards any Cologuys employee will not be tolerated. You are expected to request and respond to support and other issues in a professional manner, when emailing, calling or submitting online tickets to Cologuys. Any cursing, yelling, or further intentional disruptive behavior aimed at Cologuys or its employees shall be considered a violation of this Terms of Service agreement.

Any threat; whether orally, verbally, in written, via E-mail, via Live Chat, delivered by second parties or delivered in any other way, and directed towards Cologuys or any of Cologuys's employees, partners, staff, contractors, sub-contractors, facilities, offices, etc. shall be construed as a violation of this Terms of Service agreement. Threats of physical violence will be directed to the proper authorities.

No refunds shall be given when the above Tortuous Conduct clause is violation and necessitates the termination of an account or services.

License to Host

You hereby grant to Cologuys a non-exclusive, royalty-free, worldwide right and license during the term of this Agreement to do the following to the extent necessary to provide the Services under this Agreement: (a) digitize, convert, install, upload, select, order, arrange, compile, combine, synchronize, use, reproduce, store, process, retrieve, transmit, distribute, publish, publicly display, publicly perform and hyperlink any content uploaded by You; and (b) make archival or backup copies of content uploaded by You to the Cologuys servers. Cologuys shall have the right, but not the obligation, to make backup copies of the data uploaded by you to the Cologuys servers. You are responsible for any of your content residing on Cologuys's servers and for the backup thereof.

Storage and Security

At all times, you bear full risk of loss of any content and software you place on the Cologuys servers. You are entirely responsible for maintaining the confidentiality of your password and account information. You acknowledge and agree that you are solely responsible for all acts, omissions and use under and charges incurred with your account or password or in connection with the server or any of the content displayed, linked, transmitted through or stored on the server.

Cologuys does not undertake any obligation to provide management or security services unless you specifically request it to do so. If any technology specifically associated with your account requires updating, you must make a request for such update through Cologuys's ticketing system.

You shall be solely responsible for undertaking measures to: (i) prevent any loss or damage to your content; (ii) maintain independent archival and backup copies of your content; and (iii) ensure the security, confidentiality and integrity of your content transmitted through or stored on Cologuys servers. Cologuys shall have no liability to you or any other person for loss, damage or destruction of any of your content.