

Terms of Service

These are the terms and conditions (TOS) pursuant to which Applied Innovations Corporation. (Appliedi, we, us, or our) agrees to provide certain products to you, and which govern the rights and responsibilities between Appliedi and the entity purchasing, or using, those products (Customer, you or your). By using, purchasing or accessing Appliedi's products, you agree to be bound by this TOS, our Acceptable Use Policy (AUP), Privacy Policy, and Service Level Agreement, each of which is incorporated into this TOS by this reference. We both agree that Appliedi's provision of products to you, and your continued use of them, whether such a use is directly with Appliedi, or as a third party user of our products, represent an agreement to be bound by the TOS. It is your obligation to review this TOS and ensure you are able to comply with it.

Click "I Accept" if you agree to this TOS, including agreements incorporated by reference.

1. Ownership

The individual or entity listed in our records as the "technical contact" is considered by us to be the owner of your account. It is your responsibility to update your records should this individual change, or should you need to have our records reflect a different individual or entity as the owner.

You are required to provide us with accurate information when setting up your account, during the course of our relationship, and when corresponding with us. On occasion, we may need to communicate with you by e-mail about the Service. You agree to maintain a working e-mail address that is monitored daily. We have no responsibility, or liability, for interruptions in the Service, or damages of any sort, based on communications that are misdirected as a result of your failure to provide us with updated contact information.

2. Term

The "Effective Date" of this TOS will be the day on which you click "I Accept."

The "initial term" will begin on the Effective Date, and is for the period you selected in your order form. Following the initial term, this TOS will renew for the same amount of time as the initial term. This is the "renewal term". These are collectively referred to as the "Term."

3. Termination

Either party may terminate the Service by providing written notice to the other no later than 30 days before the expiration of the Initial Term or Renewal Term for that particular Service. Your termination notice must be provided to us at this address: Applied Innovations Corp., 6401 N. Congress Ave, Suite 200, Boca Raton, FL 33487

We reserve the right to terminate this TOS for a violation of it, including any agreements incorporated by reference. We may also terminate this TOS upon your failure to pay the Fees.

One party may also terminate this TOS upon the occurrence of a material breach, which has not been cured by the other party within 30 days of their receipt of written notice of the breach. For the purposes of defining a material breach, materiality shall be determined from the perspective of a reasonable business person with significant experience in conducting business on the Internet. Notices of material breach must contain sufficient detail for the party against whom the assertion of material breach is directed to identify the breach and attempt to take corrective action.

In certain cases, this TOS may be terminated by you within a defined period of time for any reason, or no reason at all ("Guarantee"). Any time provisions of this Guarantee begin to elapse on the Effective Date and are calculated on a calendar day basis. A Guarantee only applies during the Term and does not apply to any Renewal Terms. Should you purchase additional Services, the Guarantee only applies to the new Services. Non-recurring charges, as defined below,

are never subject to the Guarantee.

Upon termination or expiration, your account will be closed. We have no responsibility to forward e-mail, or other communications, for you once your account is closed. You are encouraged to keep the Service active during a transition period should you seek to forward your e-mail or other communications.

4. Payment

All information on pricing, features and terms can be found on our website: www.appliedi.net. You are responsible for the fees and charges set out on the Order Form and on our website. You may choose to purchase products and services that are not included in the Service but which are offered for sale by other parties through appliedi.net (Third Party Services). Third Party Services may be billed separately from the Service. You are responsible for all taxes and fees associated with the Services which we are legally required or permitted to collect from you. You are not responsible for taxes based on our income.

If you provide us with a credit card, we will bill all charges authorized by this TOS to that credit card. We reserve the right to bill you for fees charged to us by our credit card processor, plus a \$250 reinstatement fee should the Services be disrupted because of your failure to pay, or make funds available to us.

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.

Your initial order will be subject to our fraud screen. We are not obligated to provide Services to you should this screen identify your order as potentially fraudulent. During the term, we may periodically review your credit history. This review may consist of a review of your payment history with us, your broader credit history as reported elsewhere, and the amount of fraud reported to us as originating with your account. You consent to this review, and the disclosure of your credit history, at our option, to recognized credit agencies.

Unless otherwise set out on your Order Form, you agree to pay all charges by the due date indicated on the invoice ("Due Date"). You will pay us interest on payments made following the Due Date at the rate of 1.5% per month or the maximum rate allowable by law. You may be assessed a processing fee on late payments, at our sole discretion, if we incur administrative and/or legal costs associated with your late payment. This fee is: the fee is \$25 per invoice for VPS and Dedicated Server Accounts, and \$15 for Shared Hosting Accounts.

Should you fail to pay the Fees when due, and the Services terminated, you will be billed for the costs of the removal and storage of equipment you have placed in our facility. If that amount, plus any amounts past due exceed the value of your equipment, we may sell your equipment to satisfy your outstanding balance due.

5. Additional Services

Appliedi offers a number of services designed to assist you in the use and operation of your hardware and software. These services are provided at an additional cost, and pursuant to various contract addenda. We may terminate this agreement, at our sole and exclusive option, should your requests for support exceed those typically experienced by us for similarly situated customers.

6. Backup and restore

You must backup your data. If we provide backup services to you, we will provide you with the backed up copy of your data. Backups are provided on a best efforts basis. Backups consist of data only. It is your obligation to format the data in such a way that your site is restored to its original condition.

In the event of a server failure, we will restore your server to the operating condition in which it was provided to you on

the Effective Date. This is our sole and exclusive obligation. It is your obligation to restore your website.

7. Domain Names

During the sign up process you were offered various options to administer your domain name. Domain name registration is completed by a third party. We are not responsible for any acts of the registrar. If you chose to have us named as your administrative contact, we will re-register your domain name prior to its expiration, at our then current registration fee. In order to register your domain name, the credit card we have on file for your account must be active, and capable of being charged for the registration fee. Should your credit card be declined, for any reason, we have no responsibility to contact you regarding the expiration, and possible loss, of your domain name.

8. Consulting.

During the term, we may provide certain consulting services to you. These consulting services are set out on your order form ("Consulting"). Consulting is provided on a best efforts basis, and to assist you in using the Services. It is not a substitute for understanding the operation of the Services. It is your obligation to ensure that your employees and/or agents have sufficient technical expertise to understand how to implement the Service. Any Consulting is governed by the terms of this TOS.

Information you provide to us, and our responses, related to the Consulting is not confidential. We may use this information, as well as aggregate information gleaned from the operation of our business in general, to improve, or create new products. We shall be the exclusive owners of this intellectual property. You waive any rights you may in this intellectual property, and assign all right, title and interest in it to us.

9. IP Addresses

We may provide you with an IP address, or addresses. We retain ownership of these IP addresses and may change them at any time. Upon termination of this Agreement, you will not have the ability to transfer these addresses. These addresses may not be assigned or transferred, and are recycled by us on termination of your use of the Service. Applied may, in our sole discretion, change these addresses.

10. Reasonable use

We have determined what constitutes reasonable use of the Services. These standards are based on typical customer use of our network, for similar services and products. It is your obligation to monitor the use of the Services to ensure that there are not unusual spikes and peaks in your bandwidth or disk usage. Should your use of our network and/or products exceed the limits described above, you will incur additional charges for that use. These charges will apply regardless of whether you initiated the additional use, or it was caused by a third party.

Your use of a Virtual Private Server (VPS) must be reasonable. In particular, you must use the Services in such a manner as not to disrupt other users of the Service, or our network in general. Should your use of VPS Services disrupt, damage or otherwise affect our network or other users of the Services, you will be required to indemnify us and any other party that is affected.

11. Licenses, warranties, limitation of warranties, and limitation of liability

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 Services. This license terminates on the expiration or termination of this TOS. Except for the license rights set out above, 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.

You are required to have licenses necessary for you to use the Services. You agree to indemnify and hold us harmless for claims made against us based on your failure to have these licenses.

12. Warranties

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

For each Service we provide, we warrant that we will perform in a competent manner.

You represent and warrant to us that: (i) you have the experience and knowledge necessary to use the Services; (ii) you understand and appreciate the risks inherent to you, your business and your person, that come from accessing the Internet; (iii) you will provide us with material that may be implemented by us to provide the Services without extra effort on our part; (iv) you have sufficient knowledge about administering, designing and operating the functions facilitated by the service to take advantage of the Service, regardless of whether we provide Consulting to you; (v) that you understand that you may not be able to access location based services, such as "911" emergency calls, using the Service; (vi) that in entering into this TOS, and performing the obligations set out in it, you will not violate any applicable laws and regulations; (vii) that you will make back up copies of your data *even if* you purchase "back up" services from us; and/or (viii) that you will pass through the terms of our AUP to your customers in your agreements with them.

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 services. You also warrant that to the extent you do business with other parties using the services, that they have the same ownership interests in the materials provided to you, or accessed via you, that are set out in this paragraph.

13. Disclaimers and Limitations of Liability

THE SERVICE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. OTHER THAN AS EXPRESSLY SET OUT IN PARAGRAPH 12, APPLIEDI HAS NOT, AND DOES NOT, MAKE ANY WARRANTIES WHETHER EXPRESS OR IMPLIED. THIS DISCLAIMER INCLUDES, BUT IS NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY AND TITLE. APPLIEDI DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. APPLIEDI IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO, OR FROM, YOU OR STORED BY YOU OR AN END USER VIA THE SERVICE PROVIDED BY US. APPLIEDI SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES REGARDING SERVICES PROVIDED BY THIRD PARTIES, REGARDLESS OF WHETHER THOSE SERVICES APPEAR TO BE PROVIDED BY APPLIEDI. NO WARRANTIES MADE BY THESE THIRD PARTY ENTITIES TO APPLIEDI SHALL BE PASSED THROUGH TO YOU, NOR SHALL YOU CLAIM TO BE A THIRD PARTY BENEFICIARY OF SUCH WARRANTIES.

THIS WARRANTY DISCLAIMER EXTENDS TO ANY ORAL OR WRITTEN INFORMATION YOU MAY HAVE RECEIVED FROM APPLIEDI, ITS EMPLOYEES, THIRD-PARTY VENDORS, AGENTS OR AFFILIATES. YOU MAY NOT RELY ON SUCH INFORMATION.

SOME STATES DO NOT ALLOW APPLIEDI TO EXCLUDE CERTAIN WARRANTIES. IF THIS APPLIES TO YOU, YOUR WARRANTY IS LIMITED TO [90] DAYS FROM THE EFFECTIVE DATE FOR AN INDIVIDUAL SERVICE.

EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING,

USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

IN NO EVENT WILL APPLIEDI'S LIABILITY HEREUNDER EXCEED THE AGGREGATE FEES ACTUALLY RECEIVED BY APPLIEDI FROM CUSTOMER FOR THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. FOR THE PURPOSES OF THIS PARAGRAPH ONLY, THE TERM APPLIEDI SHALL BE INTERPRETED TO INCLUDE APPLIEDI'S EMPLOYEE'S, AGENTS, OWNERS, DIRECTORS, OFFICERS, AFFILIATES, AND THIRD PARTIES PROVIDING SERVICES TO CUSTOMER THROUGH APPLIEDI.

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU WILL NOT UNDER ANY CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, HOLD APPLIEDI OR ITS 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 LOSS OF PROFITS, COST SAVINGS, REVENUE, BUSINESS, DATA OR USE, OR ANY OTHER PECUNIARY LOSS BY YOU, ANY OF YOUR END USERS 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 APPLIEDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; YOU AGREE THAT IN THOSE JURISDICTIONS APPLIEDI'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

14. Indemnification

You agree to indemnify, defend and hold harmless Appliedi and its parent, subsidiary and affiliated companies, 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 Services (ii) any violation by you of the AUP; (iii) any breach of any of your representations, warranties or covenants contained in this TOS; or (iv) any acts or omissions by you. The terms of this section shall survive any termination of this TOS. For the purpose of this paragraph only, the terms used to designate you include you, your customers, visitors to your website, and users of your products or services, the use of which is facilitated by us.

Appliedi shall indemnify and hold you harmless from, and at its own expense agrees to defend, or at its 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. This indemnification provision is expressly limited to the Service which is fully owned by Appliedi. It does not extend to products or services provided by third parties even if incorporated into the Service. If set out in its agreements with third-party suppliers, Appliedi shall flow down similar intellectual property indemnification provisions to you. This paragraph will be conditioned on your notifying Appliedi promptly in writing of the claim and giving Appliedi 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 Appliedi's opinion is likely to occur, you agree to permit Appliedi, at its 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 Appliedi's obligations (and your rights) under this TOS with regard to such Service and refund to you the price originally paid by you to Appliedi for the Service, or the Fee actually received by Appliedi from you for the 3 month period immediately preceding the occurrence of the event on which the indemnification claim is based.

15. Notices

Termination notices must be sent to us in the manner set out above. All other notices must be sent in one of the following manners (i) by a recognized express carrier using delivery confirmation; or (ii) by facsimile in which both the broadcasting machine and receiving machine date stamp each page of a transmitted document. We reserve the right to contact you by e-mail regarding issues related to your account and this contract, other than material breaches and our

termination of this Agreement.

All notices to us shall be sent as follows:

Copies of all legal notices:

W. David Snead, P.C.
Attention: Applied Legal Notices
P.O. Box. 53249
Washington, D.C. 20009

Facsimile: 202-318-4089

16. General

A. Choice of law, jurisdiction and forum

This Agreement shall be governed by the laws of the State of Florida without regard to its choice of law rules. The parties specifically disclaim the application of the United Nations Convention for the International Sale of Goods. Federal courts located in the City of West Palm Beach, County of Palm Beach, State of Florida shall have sole and exclusive jurisdiction over this Agreement. All actions relating to this Agreement shall be brought in the appropriate federal court sitting in the district for the city set out above. The parties expressly agree that jurisdiction is proper in the court set out in this paragraph. The parties agree that these courts shall have exclusive jurisdiction over all disputes and other matters relating to the interpretation and enforcement of this TOS 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.

B. Force majeure

Other than obligations regarding payments or confidentiality, neither party shall be in default or otherwise liable for any delay in or failure to perform under this Agreement if such a delay or failure is caused by an event beyond its reasonable control. Events beyond a party's reasonable control include, but are not limited to, any act of God, any act of a common enemy, the elements, earthquakes, floods, fires, epidemics, inability to secure products or services from other persons, entities or transportation facilities, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors. Such a delay or failure shall not constitute a breach of this TOS. Lack of funds shall not constitute a reason beyond a party's 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 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.

C. Transfer and Assignment

You may not sell, assign or transfer any of your rights or obligations under this TOS without our prior written consent. We reserve the right to transfer services we provide to you, or assign this Agreement, at any time, without your consent or knowledge. This TOS shall bind and inure to the benefit of the corporate successors and permitted assigns of the parties.

D. Waiver

Any failure or delay on our part in exercising any of the rights or powers given to us in this TOS shall not operate as a waiver of such a right or power, or affect our right to exercise the same or any other right or power at a later date.

E. Severability

Should any paragraph or aspect of this TOS be determined to be contrary to law, the remainder of the TOS shall be interpreted in such a manner as if the omitted portions had not been included.

F. No Agency

This TOS does not create any agency, partnership, joint venture, or franchise relationship. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

G. Survival

The following paragraphs shall survive the termination or expiration of this Agreement: 11, 12, 13, 14, 15 and 16 a, d, e and g.