

Im1 Dedicated Server Service Agreement:

THIS DEDICATED SERVER SERVICE (this "Agreement") is made effective as of the Submission Date indicated in the initial Dedicated Server Service Order accepted by Im1, by and between DHR Technologies, Inc, DBA Im1 ("Im1") and the Customer ("Customer").

1. Dedicated Server Services (DSS): Subject to the terms and conditions of this Agreement, during the term of this Agreement, Im1 will provide to Customer the services described in the Dedicated Server Service Agreement Order(s) ("DSS Agreement Order(s)") accepted by Im1, or substantially similar services if such substantially similar services would provide Customer with substantially similar benefits ("Dedicated Server Services"). All DSS Services Order Forms accepted by Im1 are incorporated herein by this reference, each as of the Submission Date indicated in such form.

2. Fees and Billing

a. Fees. Customer will pay all fees due according to the DSS Services Order(s).

b. Billing Commencement. Billing for Internet Data Center Services, other than Setup Fees, indicated in the initial DSS Services Order shall commence on the earlier to occur of:

i. the "Installation Date" indicated in the initial DSS order regardless of whether Customer has commenced use of the Internet Data Center Services, unless Customer is unable to use the Internet Data Center Services by the Installation Date due to the fault of Im1, then billing will not begin until the date Im1 has remedied such fault and;

ii. the date the Server Service is made available to Customer hereunder for the placement of Customer Data and is operational. All Setup Fees will be billed upon receipt of a DSS Services Order. In the event that Customer orders additional Internet Data Center Services, billing for such services shall commence on the date Im1 first provides such additional Internet Data Center Services to Customer or as otherwise agreed to by Customer and Im1.

c. Billing and Payment Terms. Customer will be billed monthly in advance of the provision of DSS Services, and payment of such fees will be due within thirty (30) days of the date of each Im1 invoice. All payments will be made in U.S. dollars. Late payments hereunder will accrue interest at a rate of one and one-half percent (1 1/2%) per month, or the highest rate allowed by applicable law, whichever is lower. If in its judgment Im1 determines that Customer is not creditworthy or is otherwise not financially secure, Im1 may, upon written notice to Customer, modify the payment terms to require full payment before the provision of Internet Data Center Services or other assurances to secure Customer's payment obligations hereunder.

d. Taxes. All payments required by this Agreement are exclusive of all national, state, municipal or other governmental excise, sales, value-added, use, personal property, and occupational taxes, excises, withholding taxes and obligations and other levies now in force or enacted in the future, all of which Customer will be responsible for and will pay in full, except for taxes based on Im1's income. Im1 may, with 30 days written notice, amend the rates and or charges for any future server usage and/or services.

3. Customer's Obligations

a. Compliance with Law and Rules and Regulations. Customer agrees that Customer will comply at all times with all applicable laws and regulations and Im1's general rules and regulations relating to its provision of DSS Services, as updated by Im1 from time to time ("Rules and Regulations"). Customer acknowledges that Im1 exercises no control whatsoever over the content of the information passing through its sites and facilities used by Im1 to provide Internet Data Center Services ("Internet Data Centers"), and that it is the sole responsibility of Customer to ensure that the information it transmits and receives complies with all applicable laws and regulations.

b. Access and Security. Customer will be fully responsible for any charges, costs, expenses (other than those included in the DSS Services), and third party claims that may result from its use of, or access to, the DSS including but not limited to any unauthorized use of any services provided by Im1 hereunder.

c. Acceptable Usage. You agree to abide by the Im1 **Acceptable Usage Terms of Service** which **prohibits use of the Im1 Dedicated Services to:**

i. send or relay UCE or unsolicited messages of any nature;

ii. host illegal, abusive, offensive, vulgar, threatening, malicious, defamatory, or pornographic content;

iii. violate the USA's DMCA;

iv. mislead as to the source, origin, or identity of person's making communications;

v. disrupt, interfere with, or attempt to gain unauthorized access to any computer system in excess of Customer's authorization;

vi. send any virus or malicious code or program;

vii. use Customer server as open relay for mail or proxying

viii. use customer server as open DNS server with unlimited recursion (recursion must be limited to Customer's networks or limited in some respect);

ix. engage in any activity that is disruptive to the Internet, in violation of the spirit of this agreement, or disruptive to the Im1 Hosting networks;

d. You agree and acknowledge that Im1 may remove or limit access to your Dedicated Server Services if Im1 receives activities which threaten the stability of the Im1 networks.

4. Description of Services. Im1 provide a Dedicated or Virtual Dedicated Server Service to Customer in consideration of a monthly fee. Im1 provides access to server services based upon satisfactory payment of monthly fees and adherence to the terms and conditions set forth in this agreement and our Acceptable Usage Policies.

a. Availability. Im1 shall exercise commercially reasonable efforts to provide Dedicated Server Service on a continuous basis during the term of the agreement. Customer agrees Dedicated Server Services may be inoperative or inaccessible from time to time for any reason, including but without limitation: a. periodic maintenance or repairs; b. equipment failures; c. causes beyond the control of Im1 including but without limitation, interruption or failure of Telecommunication links, attacks against our networks, network congestion, or other failures of network

communications. Customer agrees Dedicated Server Services may be inaccessible during times in which Customer has scheduled upgrades or changes to Customer Dedicated Server Services. Customer agrees that Im1 has no control over availability of Dedicated Server Services on a continuous and uninterrupted basis.

b. Additional Services. Im1 offer services as additional features, services, or software. Customer acknowledges purchase of such services, features, or software may subject Customer to licensing terms of our suppliers as a pass-through and that the addition or installation of such features or software may necessitate service interruption to maintain, upgrade, or update.

5. Server Storage and Security

a. Server Security. It is agreed Customer shall at all times bear the burden of risk of loss or damage to Customer Dedicated Server Services and Customer Data. Customer is responsible for keeping passwords and account information private and undisclosed to third parties. Customer is responsible for all acts, usage, and charges accrued on Customer account arising from the use of Customer account and password or in connection with use of Dedicated Server Services.

b. Server Data. It is agreed Customer is entirely responsible for creating, uploading, updating, and maintenance of Customer data located on Im1 Dedicated Server Services.

6. Termination- Im1 reserves the right to cancel any account, at any time, without notice, for any reason IM1 considers appropriate. Use of the email system to send unsolicited email or UseNet postings is specifically not allowed from any IM1 account or service. At IM1's discretion, access to Im1 services may be revoked at any time for abusive conduct on the system and/or the Internet and its resources as a whole.

9-May-06 Version 2006090502