



NBR Computer Consulting, LLC

Internet Services Customer Agreement

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This Agreement effective this ____ day of _____, _____ is made by and between NBR Computing Consulting, LLC, a limited liability company organized under the laws of the Commonwealth of Virginia (the "Company"), with its principal place of business for purpose of this Agreement located at 513 Highland Street South, Arlington, VA 22204-2092, U.S.A., and the customer listed on Attachment A hereto (the "Customer"). In consideration of the mutual covenants herein, the parties agree to the following, which shall apply during the term of this Agreement:

1. SERVICES

- A. The Company shall provide the services listed on Attachment A to the Customer.
- B. The Customer acknowledges that the Company uses the services of a recognized internet service provider for all internet related services the Company offers.

2. PRICES

- A. All prices for services provided by the Company to the Customer are in US dollars. The Customer agrees to pay the amount listed on Attachment C prior to any services being provided by the Company to the Customer.
- B. The Customer shall be responsible for paying all taxes of any nature which become due with regard to the Company's services, except for taxes on the Company's income, irrespective of which party may be responsible for reporting or collecting such taxes.

3. ORDER ACCEPTANCE, PAYMENT

- A. All orders for services are subject to acceptance by the Company. An order will be deemed accepted by the Company when written confirmation of the order is sent to the Customer. The Company may refuse to accept any order, or delay acceptance pending fulfillment of conditions the Company may choose to impose. The Company agrees to provide Customer with reasonable notice via E-mail or facsimile of any intent to delay or decline the acceptance of any order.
- B. Payment and Terms: Payment shall be made in US dollars to the Company, or as may otherwise be agreed upon in writing by the parties. Payments are due upon presentation of invoice and all amounts are deemed earned as of this time. If due to bank charges, transfer fees, or the like, the Company should receive less than its invoice amount, the Company will re-invoice the Customer for the shortfall. Should payment in full of any invoice (aside from such shortfalls) not be received by the Company within thirty (30) days after presentation, the Company will impose a debt service charge amounting to one percent (1%) of the overdue balance for each month or fraction thereof the overdue amount remains unpaid (or such less amount as permitted by law). In the event that any amount remains unpaid forty-five (45) days after presentation of invoice, the Company may discontinue, withhold, or suspend services to the Customer.

4. DUTIES OF THE COMPANY

The Company will acquire, on request, an Internet Domain Name (only from the US InterNIC) on behalf of the Customer. In such case the Customer hereby waives any and all claims which it may have against the Company for any loss, damage, claim or expense arising out of, or in relation to, the registration of such Domain Name in any on-line or off-line network directories, membership lists, or registration lists, or the release of the Domain Name from such directories or lists following the termination of services by the Company for any reason. Any costs of the Company in obtaining or maintaining a domain name for the Customer shall be immediately reimbursed to the Company upon invoice from the Company to the Customer.

5. RULES AND REGULATIONS

The Company may impose reasonable rules and regulations regarding the use of its services from time to time and may change the rules and regulations effective upon giving notice to the Customer. The current rules and regulations for use are set forth on Attachment B hereto.

6. LIMITATION OF THE COMPANY'S OBLIGATIONS AND LIABILITY

- A. The Company will utilize reasonable efforts to maintain acceptable performance of contracted for services, but the Company makes absolutely no warranties whatsoever, express or implied, including warranty of merchantability or fitness for a particular purpose. The Company cannot guarantee continuous service, service at any particular time, or integrity of data stored or transmitted via its system or the system of the Company's internet service provider, or via the Internet. The Company will not be liable for the inadvertent disclosure of, or corruption or erasure of, data transmitted or received or stored on its system or the system of the Company's internet service provider. The Company shall not be liable to the Customer for any claims or damages which may be suffered by the Customer, including, but not limited to, losses or damages of any and every nature, resulting from the loss of data, inability to access Internet, or inability to transmit or receive information, caused by, or resulting from, delays, nondeliveries, or service interruptions whether or not caused by the fault or negligence of the Company.
- B. The Company may discontinue servicing the Customer's account, or may require fulfillment of conditions the Company may choose to impose as a prerequisite for continuing to service the Customer's account. The Company agrees to provide Customer with reasonable notice via E-mail or facsimile of any such intent to discontinue or impose conditions.
- C. Services provided by the Company to Customer shall be deemed accepted for all purposes fifteen (15) days after presentation of invoice for such services, if no written claim or objection regarding such services has been received by the Company within the 15-day period. No claim related to such accepted services shall be raised. All payments received by the Company for services performed or to be performed shall be considered earned as of the date of payment and the Company has no obligation to issue refund, whether pro rata or otherwise.
- D. The Company's liability to Customer is limited to the amount paid to and received by the Company for services not accepted. In no event shall the Company be liable to the Customer, or any end user or any other entity for any special, consequential, or other damages, however caused, whether for breach of contract, negligence, or otherwise, even if the Company has been advised of the possibility of such damage.
- E. The Customer will take all necessary measures to preclude the Company or its agents, representatives, or service providers, from being made a party to any lawsuit or claim regarding the services provided to the Customer. Customer hereby agrees to indemnify and hold harmless the Company, its agents, representatives, and service providers from any and all claims of whatever nature brought by any of the Customer's customers against the Company or its agents, representatives, or service providers in excess of the remedy set forth in paragraph 6(D).
- F. The Customer shall indemnify, defend, save, and hold the Company, its officers, directors, and affiliates, and the heirs, successors, and assigns thereof, harmless from any and all actions, investigations, claims, losses, damages, and other costs and expenses (including, without limitation, attorney's fees and costs) arising out of or relating to the Services to be provided under this Agreement and/or any breach of the rules and regulations for use by the Customer.

7. PROPERTY RIGHTS

The Company owns all right, title and interest in, or has the right to use, the Company's trademarks, trade names, service marks, inventions, copyrights, trade secrets, patents, and know-how relating to the services to be provided to the Customer and of the hardware and software systems and resources necessary to provide the individual service elements of which they consist. This Agreement does not constitute a license to the Customer to use the Company's trademarks, trade names, service marks, or other intellectual or similar property.

8. CONFIDENTIALITY

Customer acknowledges that by reason of its relationship with the Company hereunder, it may have access to certain information and materials relating to the Company's business, plans, customers, software technology, and marketing strategies that is confidential and of substantial value to the Company, which value would be impaired if such information were disclosed to third parties. Customer agrees that it will not use in any way for its own account, nor for the account of any third party, nor disclose to any third party, any such information revealed to it by the Company. The Customer further agrees that it will take every reasonable precaution to protect the confidentiality of such information. In the event of termination of this Agreement, there shall be no use or disclosure by the Customer of any such confidential information in its possession, and all confidential materials shall be returned to the Company or destroyed. The provisions of this section shall survive the termination of the Agreement for any reason. Upon any breach or threatened breach of this section, the Company shall be entitled to injunctive relief, which relief shall not be contested by Customer.

9. RELATIONSHIP OF THE PARTIES

The relationship between the Company and the Customer is that of vendor and vendee. They shall not be construed as being joint ventures, franchiser/franchisee, or employer/employee. This Agreement is a commercial agreement between businesses, not a consumer agreement. The Customer has no authority, apparent or otherwise, to contract for or on behalf of the Company, or in any other way legally bind the Company in any fashion.

10. DISPUTES

The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than the collection of money due on unpaid invoices) and other than the injunctive relief referred to in paragraph 8 shall be subject to arbitration upon written demand of either party. Arbitration shall take place in Alexandria, Virginia, or at another location if the parties so agree. The arbitration shall take place before an arbitration panel chosen as follows: The parties shall each choose an arbitrator, and the two arbitrators shall choose a third arbitrator and determine the third arbitrator's compensation. Each party shall have one veto over the choice of the third arbitrator. The three arbitrators shall schedule an informal proceeding, hear the arguments, and decide the matter by secret majority vote. Unless the arbitrators decide otherwise, each party shall pay the costs of its own arbitrator, and shall pay half of the other costs of the arbitration proceeding. Each party shall have the right to have the proceedings transcribed. The arbitrators shall not have the authority to award punitive damages or any other form of relief not contemplated in the contract. The majority of arbitrators shall render a written opinion setting forth the basis on which they arrived at the decision regarding each issue submitted to arbitration; the dissenting arbitrator, if any, shall not issue a dissenting opinion. Regarding each issue submitted to arbitration, the decision shall be final and binding only to the extent it is accompanied by a written explanation of the basis upon which it was arrived at. Judgment upon the award, if any, rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Should any legal action permissible under this Agreement be instituted to enforce the terms and conditions of this Agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses.

11. TERM, TERMINATION

This Agreement shall run until the end of Term set forth on Attachment A, unless sooner terminated in accordance with this Section. It shall automatically be renewed for consecutive terms equal to the original term (or such different Term for which renewal payment is made, provided however, that lack of payment shall not be deemed a termination of this Agreement by the Customer), unless terminated in one of the following ways:

- A. By either party, by notifying the other in writing at least thirty (30) days prior to the end of the current Term that this Agreement will not be renewed.
- B. By the Company, upon twenty (25) days written notice, if the Customer breaches any material and substantial provision of this Agreement and has not cured by the end of the 25 days.
- C. By the Company, immediately upon giving written notice to Customer, in the event that
 1. Any bank draft or check delivered by the Customer to the Company in payment for services is returned unpaid and the Customer fails to remedy such nonpayment within three business days;
 2. The Customer becomes more than fifty-five (55) days in arrears in payment of its account with the Company;
 3. There are instituted bankruptcy or insolvency proceedings against the Customer, which are not vacated within sixty (60) days from the date of filing;
 4. The Customer institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency; or
 5. The Customer makes an assignment of all or part of its assets for the benefit of creditors.
- D. By the Company immediately, if the Customer attempts to assign all or any part of this Agreement without the Company's prior written approval;
- E. By the Company immediately, if the Customer fails to cause the Company to be informed in writing immediately on the happening of any event specified in this section;
- F. By the Customer, immediately upon giving written notice to the Company, if
 1. There are instituted bankruptcy or insolvency proceedings against the Company, which are not vacated within sixty (60) days from the date of filing;
 2. The Company institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency;
 3. The Company makes an assignment of all or part of its assets for the benefit of creditors; or

4. The Company fails to cause the Customer to be informed in writing immediately on the happening of any event specified in this section.

12. NONASSIGNABILITY

The Customer's rights and obligations under this Agreement may not be transferred or assigned directly or indirectly without the prior written consent of the Company.

13. PARTIAL INVALIDITY

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect. The Company and the Customer agree to renegotiate in good faith any term held invalid and to be bound by mutually agreed upon substitute provisions.

14. APPLICABLE LAW, JURISDICTIONAL MATTERS

This Agreement takes effect when accepted by the Company in Virginia. It is to be governed by and construed under the laws of the Commonwealth of Virginia and the United States of America. The federal and state courts of the Commonwealth of Virginia shall have exclusive jurisdiction to adjudicate any non-arbitrable dispute arising out of this Agreement. The Customer hereby expressly consents to (1) the jurisdiction of the courts of Virginia and (2) service of process being effective upon it by registered mail sent to the address set forth at the beginning of this document, as may be changed from time to time by written notice actually received by the Company. To the extent permissible by the law of the Customer's jurisdiction, the Customer waives any requirement that service of process or of any documents be made upon it pursuant to the provisions of the Hague Convention.

15. NOTICES

Except with respect to service of process as set forth in paragraph 14, all notices may be sent by E-mail, facsimile, or express mail to the email address, fax number, or address most recently provided and will be effective upon transmission. Evidence of successful transmission shall be retained. Notice shall be deemed given when sent by the Company or when actually received by the authorized representative of the Company.

16. ENTIRE AGREEMENT; MODIFICATIONS

This Agreement sets forth the entire Agreement and understanding between the parties and merges all prior discussion between them. The Company may make changes to this Agreement upon twenty-five (25) days written notice to the Customer, advising of the change and the effective date thereof. Utilization of the Company's services by the Customer following the effective date of such change shall constitute acceptance by the Customer of such change(s). Otherwise, this Agreement may not be modified except by the written consent of both parties.

IN WITNESS WHEREOF, the Customer, intending to be legally bound hereby, and in consideration of the covenants and agreements contained herein, does hereby execute this Agreement, warranting the Customer's ability to enter into this Agreement for the person or entity herein named as the Customer hereto and acknowledging that the Customer has read and agreed to be bound by the Rules and Regulations Regarding Use in Attachment B, and the Plan Descriptions in Attachment C.

CUSTOMER

Signature

Printed Name

Business Name (if any)

**ATTACHMENT A
CUSTOMER INFORMATION AND PLAN SELECTION**

1. CUSTOMER:

Full Name: _____

Business Name (if any): _____

Address: _____

City, State, Zip Code: _____

Country: _____

Telephone Number: _____

FAX Number: _____

E-mail Address: _____

2. PLAN:

Domain Name: (select one box)

- New Domain Name
- Transfer Existing Domain Name

Domain Name Requested: _____

Plan Type: (select one box) (NOTE: Plan descriptions are listed on Attachment C)

UNIX Free-BSD Web Hosting

- UNIX Hosting Start Plan
- UNIX Hosting 1000 Plan
- UNIX Hosting 2000 Plan
- UNIX Hosting 3000 Plan
- UNIX Hosting 4000 Plan

Windows Web Hosting

- Virtual Web Server Pro
- Virtual Web Server Pro Plus
- Dedicated Web Server Basic
- Dedicated Web Server Pro
- Dedicated Web Server Pro Plus

Domain Hosting

- RapidDomain

E-mail / Builder Hosting

- RapidMail
- RapidBuilder 1
- RapidBuilder 2

Other Web Hosting Options

- UNIX Signature, E-Commerce or Other Hosting Plan: _____

Plan Length (Term):

- 3 months
 - 6 months (15% discount *)
 - 12 months (20% discount *)
 - 24 months (25% discount *)
- * discounts apply to some plans

Extras: (Select all that apply) (limits may apply)

- Additional Disk Space (____MB)
- Additional POP Accounts (____ accounts)
- Additional E-mail Forwarders (____E-mail forwarders)
- Additional AutoResponders (____ autoresponders)

ATTACHMENT B
RULES AND REGULATIONS REGARDING USE

The Internet is intended for use by mature adults (and by minors when supervised by mature adults). Our customers are expected to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. The customer is expected to have a basic knowledge of how the Internet functions, the types of use which are generally acceptable, and the types of use which are to be avoided. Common sense is the best guide as to what is considered acceptable use. The following are unacceptable uses:

Illegality in any form, including but not limited to activities such as unauthorized distribution or copying of copyrighted software, violation of U.S. export restrictions, harassment, fraud, trafficking in obscene material, drug dealing, and other illegal activities.

Net abuse, including but not limited to activities such as using a non-existent e-mail return address on a commercial solicitation, spamming (sending unsolicited advertising to numerous e-mail addresses or newsgroups and/or generating a significantly higher volume of outgoing e-mail than a normal user), allowing spamming by third parties to promote a web site hosted by us, trolling (posting outrageous messages to generate numerous responses), mailbombing (sending multiple messages without significant new content to the same user), subscribing someone else to a mailing list without that person's permission, cross-posting articles to an excessive number of newsgroups, or attempting without authorization to enter into a secured computer system. We reserves the right to determine what constitutes net abuse.

Tortuous conduct, including but not limited to posting of defamatory, scandalous, or private information about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyrights, or other intellectual property rights.

Misuse of system resources, including but not limited to employing posts or programs which consume excessive CPU time or storage space; permitting use of mail services, mail forwarding capabilities, POP accounts, or autoresponders other than for the customer's own account; resale of access to CGI scripts installed on our servers; or attempting to use a single customer account for third party web sites by allowing more than one domain pointer to be used to reference pages within the customer's site.

**ATTACHMENT C
PLAN DESCRIPTIONS**

The plan descriptions and pricing for our web and E-mail hosting plans are listed below. Please contact us for more information about any of the plans. The plan details may change at any time without notice, but these provide a guideline as to the basic features at this time.

1. UNIX Web Hosting

	UNIX Hosting Starter	UNIX Hosting 1000	UNIX Hosting 2000	UNIX Hosting 3000	UNIX Hosting 4000
Cost:					
Monthly Charge	\$14.95	\$20.00	\$30.00	\$40.00	\$60.00
One-Time Setup Fee	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Plan Discounts:					
6 month term	15%	15%	15%	15%	15%
12 month term	20%	20%	20%	20%	20%
24 month term	25%	25%	25%	25%	25%
Resources					
Bandwidth Transfer (GB)	25 GB	200 GB	400 GB	500 GB	1000 GB
Disk Space (GB)	1 GB	5 GB	10 GB	20 GB	40 GB
Your Own Domain Name	yes	yes	yes	yes	yes
Account "Control Panel"	yes	yes	yes	yes	yes
Web Traffic Reporting	yes	yes	yes	yes	yes
24/7 Access via FTP	yes	yes	yes	yes	yes
MS FrontPage 2002 Server Extensions Available	yes	yes	yes	yes	yes
E-mail Accounts	20	100	200	400	1000
E-mail Forwarders	included	included	included	included	included
E-mail Auto-Responders	included	included	included	included	included
WebMail	yes	yes	yes	yes	yes
E-mail Spam Filtering	yes	yes	yes	yes	yes
E-mail Virus Scanning	yes	yes	yes	yes	yes
E-mail Whitelists	yes	yes	yes	yes	yes
E-mail Blacklists	yes	yes	yes	yes	yes
CGI-Local Directory					
Perl, C, Unix SH, KSH, CSH, Python, PHP	no	yes	yes	yes	yes
Databases					
MySQL Database	no	no	yes	yes	yes
MySQL, PHP 4	no	no	yes	yes	yes

2. Windows Web Hosting

	Virtual Web Server Pro	Virtual Web Server Pro Plus	Dedicated Web Server Basic	Dedicated Web Server Pro	Dedicated Web Server Pro Plus
Cost: Monthly Charge One-Time Setup Fee	\$149.95 \$50.00	\$249.95 \$50.00	\$399.95 \$50.00	\$599.95 \$50.00	\$749.95 \$50.00
Resources Bandwidth Transfer (GB) Web Disk Space (GB) E-mail Disk Space (GB)	10 GB 2 GB	40 GB 5 GB	1000 GB 60 GB 15 GB	2000 GB 140 GB 15 GB	3000 GB 280 GB 15 GB
Processor	Dual XEON 3.0 GHz	Dual XEON 3.0 GHz	XEON 3.0 GHz	XEON 3.0 GHz	Dual XEON 3.0 GHz
RAM AppPools	4 GB 6	4 GB 25	1 GB 250	2 GB 250	4 GB 250
MultiSite Pro Subhosting (sites) Redirects/Subdirectories EasySite Plus Design Tool	up to 60 unlimited yes	up to 250 unlimited yes	up to 3000 unlimited yes	up to 3000 unlimited yes	up to 3000 unlimited yes
.NET Framework 2.0 ASP.NET 2.0 ASP PHP CGI XML Jscript Perl ODBC Support MS Access DB Support	yes yes yes yes yes yes yes yes yes yes	yes yes yes yes yes yes yes yes yes yes	yes yes yes yes yes yes yes yes yes yes	yes yes yes yes yes yes yes yes yes yes	yes yes yes yes yes yes yes yes yes yes
Databases MySQL 2005	200 MB	200 MB	1 GB	1 GB	1GB

3. Domain Name and E-mail Hosting

RapidDomain

Domain Name Parking Plan
"Coming Soon" page
Unlimited E-mail forwarding to a default E-mail address
Spam Filtering, Virus Filtering, Whitelist, Blacklist

\$50.00 one-time setup fee
No Charge for Plan Term

RapidMail

Domain Name Pointing Plan
Domain Pointing to an IP address or URL
5 POP3 / WebMail E-mail accounts
Unlimited E-mail forwarding to a default E-mail address
Spam Filtering, Virus Filtering, Whitelist, Blacklist
10 E-mail forwarders
One Page "Business Card" website, editable with online web authoring tool
50 MB disk space
250 MB per month data transfer

\$50.00 one-time setup fee
\$10.00 per month
15% discount for 6 month term contract
20% discount for 12 month term contract
25% discount for 24 month term contract

RapidBuilder 1

1-3 Page website, editable with online web authoring tool
Your own Domain Name
10 POP E-mail account
1 Autoresponder E-mail account
1 E-mail forwarder
Spam Filtering, Virus Filtering, Whitelist, Blacklist
Web traffic reporting
1 MB disk space
100 MB per month data transfer

\$14.95 per month
\$50.00 one-time setup fee

RapidBuilder 1

1-7 Page website, editable with online web authoring tool
Your own Domain Name
10 POP E-mail accounts
1 Autoresponder E-mail account
20 E-mail forwarders
Spam Filtering, Virus Filtering, Whitelist, Blacklist
Web traffic reporting
10 MB disk space
1000 MB per month data transfer

\$34.95 per month
\$50.00 one-time setup fee