



## WEB HOSTING AGREEMENT

(DOMAIN: \_\_\_\_\_)

THIS AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between InterKan.Net, Inc., a Kansas corporation, located at 200 Southwind Place, Suite 201, Manhattan, Kansas 66503 (hereinafter referred to as "InterKan.Net") and the undersigned customer (hereinafter referred to as "Customer") whose address is

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

InterKan.Net and Customer agree that the following terms and conditions shall apply to InterKan.Net's agreement to provide Customer with hosting services.

1. **Services and Access.** InterKan.Net agrees to provide Customer with hosting services (HTTP, POP3, SMTP, and FTP) during the term of this Agreement for the Customer's intent to create a presence on the Internet. The services shall be accessed via Internet and user I.D. that shall be provided to Customer following execution of this agreement. Hosting services access shall be subject to availability, depending upon the number of customers using the services at any one time and any other factors which may limit the availability of access. InterKan.Net shall use its best efforts to maintain availability of services and access for the Customer under at least one of the following hosting accounts whose current prices and options are reflected on [www.interkan.net](http://www.interkan.net). These prices and options may be changed with 30 days advance notice.

Starter Hosting       Basic Hosting       Advanced Hosting

2. **Definitions.** As used in this agreement, "Internet" shall be defined as a vast collection of interconnected networks that all use TCP/IP protocols. "Hosting services" include HTTP, POP3, SMTP, and FTP services used to create a presence on the Internet.

3. **Charges.** In consideration for InterKan.Net providing Customer with hosting services hereunder, Customer shall pay InterKan.Net a fee of \$\_\_\_\_\_per month, payable at the end of each month, with the first payment being due and payable at the end of the month in which this agreement is executed, and all subsequent payments being due and payable at the end of each calendar month thereafter during the term of this agreement. Customer shall also pay to InterKan.Net a late payment charge of 5% per month on any unpaid amount for each calendar month or fraction thereof that any payment to InterKan.Net is in arrears.

4. **Security.** Customer shall be responsible for maintaining the security of their site content, software (including scripts), and User IDs issued to Customer to obtain access and shall not disclose either or allow them to be disclosed to any person or entity or other third party. Customer shall, at its own expense, obtain and maintain their own means of accessing the hosting services and maintaining the hosting service content.

5. **Term.** The term of this agreement shall be month to month, commencing on the date set forth above.

6. **Termination/Cancellation.**

- (a) This agreement may be terminated/canceled by either party, for any reason and at any time, by giving the other party written notice of termination/cancellation before the end of any month.
- (b) This agreement may be terminated/canceled by InterKan.Net in the event Customer breaches any term, condition, covenant or obligation of this agreement, including failure to pay any charges or fees to InterKan.Net when due as required hereunder.
- (c) In the event of service termination by customer, InterKan.Net may maintain a link from the former location of the home page to the new site. Cost for the service is \$5 per month, payable upon start of said service.

7. **Termination Due to Customer Default.** In the event of termination/cancellation of this agreement due to the default of Customer, InterKan.Net may:
  - (a) Declare all amounts owed to it hereunder to be immediately due and payable;
  - (b) Assess and collect from Customer any expenses and damages incurred by InterKan.Net in terminating/canceling this agreement.
  - (c) Deny Customer further access to the hosting services under this agreement.
8. **Termination Not Due to Default.** In the event of termination/cancellation of this agreement for any reason other than default of Customer, Customer shall:
  - (a) Make payment in full to InterKan.Net for all charges accrued and due as of the date of termination/cancellation;
  - (b) No longer attempt to or gain access to the hosting services as outlined in this agreement.
9. **Cumulative Remedies.** The rights and remedies of InterKan.Net set forth herein shall be cumulative and in addition to all other rights and remedies available to it at law and in equity.
10. **InterKan.Net** For purposes of the remainder of this agreement, reference to the term "InterKan.Net" shall include InterKan. Net, Inc., any affiliated and subsidiary companies of InterKan.Net, Inc., any subcontractors and suppliers of the foregoing, and the directors, employees, officers, agents, subcontractors and suppliers of all of them.
11. **Transmission Content.** Customer is solely responsible for the content of any transmissions using the services under this agreement, or any other use of the services, by Customer, or by any person or entity that Customer permits to access the services (a "User"). Customer agrees that it and any User will not use the services for illegal purposes, or to interfere with or disrupt other network users, network services or network equipment. Customer agrees not to use the hosting service in any manner that is illegal or libelous, including but not limited to the sale of illegal goods and the violation of export control, copyright, and obscenity laws. Disruptions include but are not limited to, distribution of unsolicited advertising or chain letters, propagation of computer worms and viruses, and using the network to make unauthorized entry to any other machine via the network. Customer shall defend, indemnify, and hold harmless company from and against all liabilities and costs (including reasonable attorney's fees) arising from any and all claims by any person based upon the content of any transmissions by Customer or any User using the services or any other use of the services by Customer or any User. InterKan.Net reserves the right to block any site that violates any of the terms stated above.
12. **Access Limitations.** Customer shall limit access to and use of the services to its employees, if it has any, (and, in the case of a Customer that is a non-profit educational institution, to employees and students), shall not authorize any person to use the services other than for Customer's business purposes, and shall not resell or otherwise generate income by providing access to the services to any User. If Customer does not operate a business, Customer shall use the services and all information obtained therefrom solely for his or her personal and internal purposes. If Customer permits Users to access the services, Customer shall defend, indemnify, and hold harmless InterKan.Net from and against all liabilities and costs (including reasonable attorney's fees) arising from any and all claims from any such Users in connection with the services, regardless of the form of action, whether in contract, tort (including InterKan.Net's active or passive negligence), warranty, or strict liability. However, Customer shall have no obligation to indemnify and defend InterKan.Net against claims for direct damages to real or tangible personal property, or for bodily injury or death, proximately caused by InterKan.Net's negligence.
13. **Compliance with Law.** Customer agrees to comply, and to cause any User to comply, with United States law with regard to the transmission of technical data which is exported from the United States using the services. In addition, each party and any Users shall comply with all applicable Federal, State, Local and other laws, regulations, rules, and ordinances applicable to the provision and use of the services under this agreement.
14. **Warranty Disclaimer.** InterKan.Net makes no warranty or guarantee, express or implied, with respect to any services or products provided under this agreement, and InterKan.Net expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.
15. **Limitation of Liability.** InterKan.Net's liability to customer on account of any acts or omissions relating to this agreement shall be limited to proven direct damages in an aggregate amount not to exceed the greater of: (a) \$25,000 for each site provisioned for services under this agreement, or (b) the amounts paid by customer for services during the twelve month period preceding the incident giving rise to the claim for damages, in no event to exceed an aggregate of \$50,000 in the case of (a) or (b). However, nothing in this paragraph limits InterKan.Net's

liability for direct damages to real or tangible personal property, or for bodily injury or death, proximately caused by InterKan.Net's negligence.

16. **Damages.** InterKan.Net shall not be liable for indirect, incidental, consequential, reliance or special damages including without limitation damages for harm to business, lost profits, lost savings or lost revenues, whether or not InterKan.Net has been advised of the possibility of such damages. InterKan.Net shall not be held liable for any damage that customer may suffer arising out of use, or inability to use, the services or products provided hereunder unless such damage is caused by an intentional act of InterKan.Net. InterKan.Net shall not be liable for unauthorized access by third parties to customer's transmission facilities or premise equipment or for unauthorized access to or alteration, theft, loss or destruction of customer's network, systems. Applications, data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. Except as expressly set forth in or contemplated by this agreement, in any instance involving performance or nonperformance by InterKan.Net with respect to services or products provided hereunder, customer's sole remedy shall be: (a) in the case of services, refund of a pro rata portion of the price paid for services which were not provided; or (b) in the case of products, repair or return of the defective product to InterKan.Net for refund, at the option of InterKan.Net except as expressly set forth in or contemplated by this agreement. In the case of refund for lost services, credit will be issued only for periods of lost service greater than 24 hours. This provision shall also apply to any of the computer software, equipment or devices provided hereunder which may be installed by InterKan.Net for the customer, and InterKan.Net shall not be responsible for any damage caused by or in relation to such software, equipment or devices and their installation.
17. **Survival of Liability Limitations.** These limitations of liability shall apply regardless of the form of action, whether in contract, warranty, strict liability or tort, including without limitation negligence of any kind, whether active or passive, and shall survive failure of an exclusive remedy.
18. **Use of Services by Third Party.** Notwithstanding any other statements made herein, Customer shall not resell or otherwise provide access to the services provided under this agreement to any other person or entity or other third party.
19. **Impairments.** InterKan.Net shall not be responsible for (1) service impairments caused by acts within the control of Customer, its employees, agents, subcontractors, suppliers or licensees; (2) Interoperability of specific Customer applications; (3) Inability of Customer to access or interact with any other service provider through the Internet, other networks or users that compromise the Internet or the informational or computing resources available through the Internet; (4) Interaction with other service providers, networks, users or informational or computing resources through the Internet; (5) Services provided by other service providers; (6) Performance impairments caused elsewhere on the Internet; or (7) Non-InterKan.Net facilities used by any User to access the services between the Users location and the premises to which services are provided under this agreement.
20. **Enforceability.** In the event any provision of this agreement shall be found to be unenforceable for any reason, it shall be deemed removed from this agreement and the balance of the terms of the agreement shall be enforced in the manner necessary to affect the purposes hereof.
21. **Assignment.** This agreement and all rights and obligations hereunder may be assigned by InterKan.Net without the prior written consent of Customer. Customer shall not assign this agreement and all rights and obligations hereunder without the prior written consent of InterKan.Net
22. **Governing Law.** This agreement shall be governed by and interpreted in its entirety in accordance with the laws of the state of Kansas.
23. **Benefit.** This agreement shall be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns, but nothing herein shall be construed as an authorization or right of Customer to assign his rights or obligations hereunder.
24. **Entire Agreement.** This agreement sets forth the entire agreement of the parties with respect to the matters addressed herein and supersedes any prior agreements, negotiations or discussions on these matters, whether written or oral. This agreement may not be modified except in writing signed by all parties hereto.
25. **Non-Waiver.** No delay or failure by party to exercise any right under this agreement on any one or more occasions shall constitute a waiver of the right of that party to insist on strict adherence to the terms hereof on any occasion thereafter.

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InterKan.Net, Inc.

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**Customer**

### Web Hosting User Information

Date:	Company:
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**Individual in charge of the account:**

First Name:	Last Name:
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Home Phone:	Work Phone:
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**Mailing Address:**

Street Address:
City:
State:
Zip:

**FTP User Information (3 to 16 characters) for uploading and access to server files**

1st Choice:
2nd Choice:
Password:

**E-Mail Boxes (3 to 16 characters) for POP3 access (attach additional sheet if needed)**

Userid: _____	Password: _____
Userid: _____	Password: _____
Userid: _____	Password: _____
Userid: _____	Password: _____
Userid: _____	Password: _____
Userid: _____	Password: _____
Userid: _____	Password: _____
Userid: _____	Password: _____
Userid: _____	Password: _____

**E-Mail Aliases (1 to 64 characters) webmaster and postmaster default to IKN unless otherwise specified here.**

Alias: \_\_\_\_\_ forward to \_\_\_\_\_  
Alias: \_\_\_\_\_ forward to \_\_\_\_\_  
Alias: \_\_\_\_\_ forward to \_\_\_\_\_  
Alias: \_\_\_\_\_ forward to \_\_\_\_\_  
Alias: \_\_\_\_\_ forward to \_\_\_\_\_  
Alias: \_\_\_\_\_ forward to \_\_\_\_\_

Aliases must be forwarded to a valid e-mail address or one of the e-mail boxes listed above.

Invoices are sent via e-mail. Mail to this e-mail address: \_\_\_\_\_