

Service Provision Agreement no. CH...../2008 (COOL HOUSING)

I. Parties to the Agreement

Provider: Coolhousing, s.r.o.
address: Na Okraji 6, Praha 6, 162 00
bank account: Komerční Banka, account no. 51-1028170217/0100
represented by: Ing. Karel Umlauf
entered in the Register of Companies at the Prague Municipal
Court, section C, item 4766
VAT reg. CZ 14893983
CO ID: 14893983

Client:
Address:

CO ID:
VAT reg:

II. Recitals

1. This Agreement sets the conditions under which the Client's technical equipment (hereafter Server) will be connected to the Internet.
2. The server will be placed in the Provider's data centre at Stimbuilding, Vinohradská 190 (for a map go to <http://mapa.coolhousing.net>), which ensures access to the Internet.
3. Under this Agreement, whose integral part is the General Business Conditions of Coolhousing, s.r.o. (hereafter "GBC"), the Provider pledges to provide the Client with the following services:
 - a. To connect the Client's Server to the Internet with the TCP/IP protocol so that this Server could provide data services both inland and internationally.
 - b. To assign 1 IP address from the Provider's address space. In case this Agreement is terminated, the Client must immediately return the assigned IP addresses. It is forbidden to promote the assigned IP addresses in the routing protocols of another provider of data services.
 - c. To ensure server room admission.
 - d. To ensure emergency servicing of the Server, such as Server restarts on request.

III. The Provider's Rights and Obligations

1. For the provided services, the Provider is entitled to demand reimbursement specified in this Agreement by means of an invoice for services.
2. The Provider is not responsible for damage caused by the Provider's equipment lent to the Client for the purpose of the installation or administration of the Client's Servers (keyboard, monitor and other external devices connected to the Servers, measurement devices and tools, etc.).
3. The Provider is entitled to disconnect the Client's Server from the Internet if they do or can jeopardise the operation of other servers (e.g., as a result of wrong network configuration, server behaviour resulting from an attack, etc.).
1. The Provider is entitled to suspend the operation of the Client's server in case the Client distributes by provided services unsolicited e-mail – spam, or mediates the distribution of unsolicited e-mail to the third party.
4. The Provider is entitled to suspend the operation of the Client's Server in case the Client abuses the Internet connection to attack another server ("DOS", "Smurf", "WinNuke", "LAND", "TearDrop", etc.), to compromise the other connected entities or to monitor and test other servers within the Internet.
5. The Provider informs the Client about all circumstances preventing the provision of the services according to the provision II of this Agreement, on condition that the Provider knows about these facts in advance, so that the Client could take the necessary measures. This concerns in particular a suspension of the operation of the server because of necessary maintenance the network infrastructure, the power outage, the accident, the reconstruction of buildings and utilities or the premises on which the services are provided. The Provider informs the Client via websites or via e-mail.

IV. The Client's Rights and Obligations

1. The Client must supply the Server in a standard compact form (mini, midi-tower, rack case, etc.).
2. The Client must abide by the Provider's instructions for Server set-up and connection to the Internet.
3. The Client must abide by this Agreement, by the "GBC" as well as potential other instructions from the Provider and conditions of operation.
4. The Client must cover potential damage it would cause, whether with its activities in the Provider's space or by operating its Server, to the Provider or third persons that have agreements with the Provider.
5. In case of a termination of this Agreement, the Client must cover all obligations to the Provider. The Provider can refuse to return the Server to the Client unless all obligations have been covered.
6. The authorisation process in case the Client withdraws the server will be the same as with an application for server room admission within this Agreement.

V. **Conditions for Server room admission**

1. Only authorised persons of the Client, whose list and number forms an integral part of this Agreement, are entitled to server room admission.
2. Conditions for server room admission are formulated on Provider's websites in actual price list.
3. Off office hours (except Mo-Fr 8:00 am-8:00pm) server room admission has to be announced in advance to the Provider's client support staff who will authorise the Client. Even if the Client fails to arrive, a fee can be charged in a volume equal to that charged if the Client turned up.
4. Authorised persons listed in an annexe 1 to this Agreement can demand a restart of server. Each of the persons must prove authorisation to client support staff.
5. Client support contacts:

Send your requests by e-mail to address: info@coolhousing.net

A report on a problem or request must contain:

- 1.ID number of the server (something like CH-XXX) or its IP address, in e-mail subject best
- 2.Your customer ID and password
- 3.A description of the reported problem or request

An automatic reply will confirm the request acceptance. This message will contain identification number of Your request beginning with mark „#“. Use this identifier in e-mail subject for following communication about your request. When you send new request don't use identifier contrariwise, it will receive a new one!

In case the e-mail or Internet connection is inaccessible/out of operation, or if You don't receive an automatic reply after an e-mail message has been sent, you can report the problem by phone to the client support numbers below:

+420 777 310 000

+420 775 310 970

VI. **Payment Conditions**

- 1.In case of the Client's failure to pay an invoice by the due date, the Provider is entitled to suspend the operation of the Servers until the invoice has been paid. Provider is entitled to charge extra for server new connection according to the valid price list.
- 2.The invoice is due in fourteen (14) calendar days. The due date is the date the Provider's account is credited with the relevant sum.
- 3.If the Client is late with the payment, the Provider is entitled to demand the sum due plus interest on delay to the value of 0.5 per cent of the sum owed for each day of the delay. As soon as the Provider has the right to interest on delay, it is

also entitled to deny the Client access to the Internet until the Client has paid the relevant sum.

4. In case of a failure to pay the invoice for provided services in three months following the due date, the Provider is entitled to use the Client's Servers to cover the obligation (e.g., by selling the Server).

VII. Final Provisions

1. This Agreement is signed for an indefinite period of time.
2. The Agreement can be cancelled by withdrawal or termination. The termination period is three months and begins on the first day of the month following the month in which one of the parties hereto received a termination notice in a registered letter.
3. A party hereto can withdraw from the Agreement in case of a substantial breach. In particular, a delayed payment will be considered a substantial breach of the Agreement. Other types of substantial breach will also include a serious breach of duties stemming from this Agreement or the "GBC".
4. The Client agrees to have its business name mentioned as reference in the Provider's marketing material.
5. This Agreement is made out in two copies, each of the party will receive one. The Agreement takes effect on the day of signature by both parties.
6. The following annexes form an integral part of this Agreement:
 - a) Annexe 1 – List of the Client's Authorised Persons
 - b) Annexe 2 – Certificate of Delivery
 - c) Annexe 3 – General Business Conditions actual Price List (only in electronic form on <http://www.coolhousing.net>)

In

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Date:

Date:

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Provider:

Client:

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Signature:

Signature:

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Annexe 1 - List of the Client's Authorised Persons

List of the Client's Authorised Persons for manipulation with server:

Name:	Birth date:	Number of ID card:	E-mail:

Annexe 2 - Certificate of Delivery

- 1. Provider´s sign confirms the server acceptance and its annexation to the network
- 2. To the server is assigned IP address:

3. Next network settings:

Netmask:
GW:
DNS1:
DNS2:

- 4. Server has been assigned to identification number: CH-..../2008
- 5. Description of the server:

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6. Client confirms hereby his server is secured against possible damage to server by ordinary handling.