

Service Provision Agreement no.: DCH-..../2008 Dedicated Server

VII. Parties to the Agreement

Provider: COOLHOUSING s.r.o.
Adress: Na Okraji 6, Praha 6, 162 00
Bank account: Komerční Banka, account no. 51-1028170217/0100
Represented by: Ing. Karlem Umlaufem
Entered in the Register of Companies at the Prague Municipal court, section C, item 4766
CO ID: 14893983
VAT reg.: CZ14893983

Client:
address:
Bank account:
CO ID:
VAT reg.:

II. Recitals

1. The Provider herein pledges to run and administer the Client's server according to specifications given in Annexe 1 to this Agreement and under conditions given in the text of this Agreement, whose integral part form the General Business Conditions of Coolhousing s.r.o. (farther as „GBC”).
2. The Client herein pledges to provide the negotiated collaboration and to pay the agreed price to the Provider.

III. The Provider's Rights and Obligations

1. The Provider is not entitled to interfere with the contents of the displayed data or to monitor electronic mail, with the exception of interference on demand from authorised bodies (courts, the Czech Police, etc.).
2. 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.
3. 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.

IV. The Client's Rights and Obligations

1. On the Server, the Client must comply with the technical parameters of network setting fixed by the Provider.
2. The Client is not entitled to run pages containing Objectionable contents on the server, whose definition is part of "GBC".
3. The Client's demands can be reported only by an authorised person according to Annexe 2 to this Agreement. The rules for reporting demands are also given in Annexe 2.

V. 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 server until the invoice has been paid. Provider is entitled to charge extra for server new connection according to the current 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 0,05 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.

VI. 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 2 to this Agreement can demand a restart of server. Each of the persons must prove authorisation to client support staff.

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. Withdraw from the Agreement can be in case of the substantial breach, whereas a delayed payment will be considered as 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. 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.
5. The following annexes form an integral part of this Agreement:

Annexe 1 - Specification of Provided Services

Annexe 2 – Contacts and Rules for Reporting Requests

Annexe 3 – General Business Conditions of Coolhousing s.r.o. and actual price list (only on <http://www.coolhousing.net>)

In.....

date.....

.....

Provider

.....

Client

Annexe 1 Specification of Provided Services

1. The Provider operates servers non-stop, 24 hours a day, 7 days a week.
2. The Provider will supply server hardware and lease it to the Client.

Specification of the server model „.....“:

HW component:	pcs
Processor:	
Memory:	
Disc:	

The server has the ID: DCH-..../2008

3. The Provider ensures installation and configuration of the server. As an operating system will be used Debian/GNU Linux or Ubuntu GNU/Linux in last stable version. The concrete requirements for configuration of the OS will be supplied buthe Client before starting of the service.
4. After installation the Provider delivers root password to the Client and from this moment is the server in an exclusive administration care of the Client.
5. HW service is an part of these services. The provider ensures an exchange of a defective HW component, to the end of the end of next day office hours from reporting of the problem at the latest. The Provider is not responsible for losing of data caused by HW fault.
6. The Provider ensures connect Client's Servers to the Internet with the TCP/IP protocol so that these Servers could provide data services both inland and internationally. Parameters of the connection:

By the model Start and Standard are data identically to the service Plus Housing.
By the model Business and Eterprise are data identically to the service Giga Housing (www.coohousing.net).
7. The Servers will be placed in the Provider's data centre at Stimbuilding, Vinohradská 190, which ensures access to the Internet.
8. To the Client are assigned 3 IP address from Provider's address space:

IP addresses:

9. It is forbidden to promote the assigned IP addresses in the routing protocols of another provider of data services.
10. The Provider ensures emergency servicing of the Servers, such as Server restarts on request, in 7x24 mode.
11. The operating system highest access rights are sole proprietorship of the Provider.

Annexe 2 Contacts and Rules for Reporting Requests

Client staff:

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

Rules for Reporting Requests

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

Only authorised staff of the Client are entitled to send reports to this e-mail address.

A report on a problem or request must contain:

1. the name and company name of the reporter, client ID
2. 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 the Client does not receive an automatic reply after an e-mail message has been sent, the Client's authorised person will report the problem by phone to the client support numbers below:

+420 777 310 000

+420 775 310 970

Help Desk accepts reports on problems non-stop, 24 hours a day.