

SILVER BUCKLE SERVICES Web Site Hosting Contract

DATE: _____, 200_____

This agreement is made by and between Silver Buckle Services, "SILVER BUCKLE SERVICES"), and Web Site Administer/Owner (hereinafter referred to as "Customer"):

_____, the party or organization that will maintain, and pay invoices for the website hosted by SILVER BUCKLE SERVICES, with the Web Site URL: _____

Type (circle one): Commercial.... Personal.... Non-profit

Site Maintained by: Customer or

_____ (Customer's web site authorized agent)

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Definitions

A "Commercial" web site on the SILVER BUCKLE SERVICES web server, shall be deemed as: Any website that induces any form of commerce, or mentions any business name. A "Personal" web site on the SILVER BUCKLE SERVICES web server, shall be deemed as: Any website that does not induce any form of commerce. A "Non-Profit" web site on the SILVER BUCKLE SERVICES web server, shall be deemed as: Any website that is maintained by a 501-C3 Tax Exempt Organization. One Megabyte of web space storage, will hereinafter be referred to as 1MB

2. License

Subject to the terms and conditions of the Agreement, SILVER BUCKLE SERVICES grants the Customer a limited non-exclusive license to access the SILVER BUCKLE SERVICES web server, for the purpose of web site storage and/or service, through use of SILVER BUCKLE SERVICES's Internet Node Facilities. SILVER BUCKLE SERVICES shall provide the customer with their own Unique Password-protected FTP (File Transfer Protocol) account on the SILVER BUCKLE SERVICES web server in order to facilitate Customer's ability to upload, edit and remove Customer's own files to the SILVER BUCKLE SERVICES Web Server, without the assistance of SILVER BUCKLE SERVICES personnel. If requested, SILVER BUCKLE SERVICES shall grant a Customer's authorized Agent, designated by the customer, access to the Customer's web site. Such requests must be sent by the Customer who 'owns' the web space, via e-mail to: info@silverbuckleservices.com. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT PERMITTED TO USE THE SILVER BUCKLE SERVICES NETWORK SYSTEM. IF YOU ARE AN ACCOUNT CUSTOMER, PLEASE NOTIFY OUR BILLING DEPARTMENT AT (530)620-2751 SO WE CAN INITIATE CLOSURE OF YOUR ACCESS ACCOUNT.

3. Charges and Payments

SILVER BUCKLE SERVICES Website Setup Fees and Storage and Service Fees are published on the SILVER BUCKLE SERVICES Web Site Rates Document, available in the SILVER BUCKLE SERVICES via the Internet at <http://www.Silver Buckle Services.com/webhosting.html>. Rates are valid from the time of Customers acceptance of this Web Site Contract until the renewal period. Web Site Contracts are automatically renewed at the first of each month, unless either email written notification is given to either party.

Technical Support for these features is not covered in the monthly cost of the Customer Web Site. SILVER BUCKLE SERVICES may, at it's option, provide such Technical Support to Customer for a fee. Such fees are listed on the SILVER BUCKLE SERVICES Web Site Rates Document, available in the SILVER BUCKLE SERVICES via the Internet at <http://www.Silver Buckle Services/webhosting.html>.

SILVER BUCKLE SERVICES shall bill the customer's account each subsequent month, for the recurring monthly SILVER BUCKLE SERVICES Web Site Hosting fee based upon the web storage space used, and any additional web service charges provided to the Customer. ***Payment must be made within Thirty (30) days of the invoice date. A service charge late fee of \$10 per account per month, computed on the outstanding account balance, will be applied to overdue accounts. If payments are not received in a timely manner, (within 30 days of invoice date) SILVER BUCKLE SERVICES shall, at it's sole discretion, discontinue Customer access to the website storage space, including email access, and/or remove the website from the SILVER BUCKLE SERVICES web server.*** SILVER BUCKLE SERVICES will assume no liability, and is not responsible for such deletion from the SILVER BUCKLE SERVICES web server, resulting from Customer non-payment. All checks and money orders for SILVER BUCKLE SERVICES should be made out to "SILVER BUCKLE SERVICES." The customer must list the web site URL on the check. The Payment address for SILVER BUCKLE SERVICES is: SILVER BUCKLE SERVICES 7021 La Mesa Ln, Somerset, CA 95684. SILVER BUCKLE SERVICES billing questions or comments should be sent to info@silverbuckleservices.com. All SILVER BUCKLE SERVICES payments must be made in U.S. dollars.

4. Customer Responsibilities

SILVER BUCKLE SERVICES disclaims any and all responsibility for the loss of, or damage to, any customer data stored on our system, or for any consequential damages related to such loss or damage. SILVER BUCKLE SERVICES shall not be responsible for any lost or corrupted Customer web site files. From time to time, SILVER BUCKLE SERVICES shall perform routine maintenance and backups of the SILVER BUCKLE SERVICES web server. Web site access may be temporarily interrupted during these maintenance periods.

You may not develop or maintain a pornographic website on the SILVER BUCKLE SERVICES Server. Transmission or publication of any information, data or material in violation of any U.S., State or international law or regulation is strictly prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret law or any other law, as well as threatening, offensive, harassing, obscene or pornographic material or content. Customers and System Users warrant that any data uploaded for publication on SILVER BUCKLE SERVICES's web servers does not violate or infringe any copyright, trademark, patent, statutory common law or proprietary interest of others or contain anything obscene or libelous.

Customers and System Users agree that SILVER BUCKLE SERVICES shall have the absolute right to remove any and all materials which, in the sole and unrestricted discretion of SILVER BUCKLE SERVICES, violate law or fail to conform with this Agreement and the acceptable uses described herein. Such materials may be removed and destroyed at any time, without prior notice.

All web site maintenance, including uploading and web site editing, shall be performed by the SILVER BUCKLE SERVICES unless designated by the Customer. If the Customer wishes to be responsible for the updates to their own website, the Customer is responsible for obtaining the HTML editor and graphics programs and file transfer software to upload the files from their computer to the SILVER BUCKLE SERVICES web server.

5. Limitation of Liability

SILVER BUCKLE SERVICES will utilize reasonable efforts to provide web site services on the SILVER BUCKLE SERVICES server as set forth above. Except in the event of its gross negligence in the web site hosting contract herein described, SILVER BUCKLE SERVICES shall not be liable for any damages suffered by the Customer or any third party resulting in whole or in part from the unavailability, interruption in function, delay, or any other defect in the SILVER BUCKLE SERVICES web site server. In the event of direct actual damages suffered by the customer caused entirely by the gross negligence of SILVER BUCKLE SERVICES in the storage of the Customer's web site files, SILVER BUCKLE SERVICES's liability for such damage shall be limited to the lesser of (a) the direct actual damages suffered by the Customer, or (b) \$200.00. In no event shall SILVER BUCKLE SERVICES be liable under contract, tort, or any other theory, for general, special, consequential, or any other damages of whatever nature.

6. Indemnity

Customer hereby indemnifies and holds harmless SILVER BUCKLE SERVICES, its officers, board members, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature, whatsoever, which may be incurred by reason of Customer's use of the SILVER BUCKLE SERVICES Web Server,

the Internet, the SILVER BUCKLE SERVICES Internet Node Facilities, the failure outage, unavailability, or malfunction of any kind whatsoever of the SILVER BUCKLE SERVICES Internet Node Facilities.

The Customer, by completing and submitting the web site storage request application, hereby affirmatively represents that the statements in its application are true and that the use of the SILVER BUCKLE SERVICES web server, and the web pages contained in the Customer's web site storage space, to the best of the Customer's knowledge, do not interfere with or infringe upon the rights of any third party. The Customer also hereby represents that the SILVER BUCKLE SERVICES web storage space is not being maintained for any fraudulent or unlawful purpose. SILVER BUCKLE SERVICES retains sole discretion to determine the appropriate use of the website storage space. Any website storage that is maintained by the customer for uses deemed inappropriate to SILVER BUCKLE SERVICES, will be deleted from the SILVER BUCKLE SERVICES Web Server.

7. Modifications to the Agreement

SILVER BUCKLE SERVICES may from time to time modify or amend this Policy, and that such changes are binding upon Customer. Web site storage fees may be modified, upon written notice, submitted to the customer via email notification, 30 days in advance of billing change.

8. General Provisions

Any notice required by this agreement, must be in writing or by electronic mail. A written notice shall be deemed given when delivered to the U.S. Postal Service or other delivery company, mailed to: SILVER BUCKLE SERVICES, 7021 La Mesa Ln, Somerset CA, 95684 and notice by electronic mail shall be deemed delivered when sent via Internet, properly addressed as evidenced by the computer records kept in ordinary course by the sender.

Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law provisions thereof. Non-enforcement of any section of this Agreement does not constitute consent and SILVER BUCKLE SERVICES reserves the right to enforce this Agreement at its sole discretion. If any one or more paragraphs in this Agreement is found to be unenforceable or invalid, subscriber's and SILVER BUCKLE SERVICES's agreement on all other paragraphs shall remain valid.

Subscriber shall not sell, transfer, assign, delegate, or subcontract any rights under this Agreement without the prior written approval of SILVER BUCKLE SERVICES. The Customer is strictly forbidden from Re-selling SILVER BUCKLE SERVICES web site storage space.

Subscriber may not install any software on or compile any software on any SILVER BUCKLE SERVICES server without prior explicit permission from SILVER BUCKLE SERVICES.

SILVER BUCKLE SERVICES does not act as an arbiter of disputes between Customers and third party complainants arising out of the use of SILVER BUCKLE SERVICES web site server. Any dispute which arises with respect to this Agreement shall be submitted to arbitration for resolution. If the parties are unable to agree on an arbitrator and the applicable procedures, the dispute shall be resolved pursuant to the procedures of the American Arbitration Association, and the costs of the arbitration paid by the losing party.

The Agreement constitutes the entire understanding of the parties regarding its subject matter and can only be modified in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

By: _____ Customer

and

Silver Buckle Services

Date signed: _____

Date Hosting should begin on: _____