



RedRiverCommunications, Inc.

2011 McCulloch Blvd Suite 8
 Lake Havasu City, AZ 86403
 Voice (928) 505-2999 Fax (928) 505-3595

Web Hosting and Dedicated Access Contract

| Administrative Contact | | Technical Contact | | | |
|--|---|--|---|------|----|
| First & Last Name | | First & Last Name | | | |
| Address | | Address | | | |
| City, State & Zip Code | | City, State & Zip Code | | | |
| Phone Number | Current Email Address | Phone Number | Current Email Address | | |
| Site Information | | FTP Information | | | |
| http://www. | | FTP Login Name | Do you need FrontPage extensions? [<input type="checkbox"/>] Yes [<input type="checkbox"/>] No | | |
| Organization Name | | Password | | | |
| Email Name | Forwards To or Password | Billing Information | | | |
| Email Name | Forwards To or Password | Bill to Name | | | |
| Email Name | Forwards To or Password | Address | | | |
| Email Name | Forwards To or Password | City, State Zip Code | | | |
| Email Name | Forwards To or Password | Phone Number | Email Address | | |
| Statistics [<input type="checkbox"/>] Yes [<input type="checkbox"/>] No | Location or Email Name or Statistics | Credit Card Number & Expiration Date Number: _____ Exp. Date: _____ | | | |
| Plan Selection | | | Setup | Term | |
| <input type="checkbox"/> | Bronze Package 10MB storage space, no email accounts, FTP access, FrontPage Extensions, statistical reports, nightly backup | | | | |
| <input type="checkbox"/> | Silver Package 10MB storage space, forwarded email, FTP access, FrontPage Extensions, statistical reports, nightly backup | | | | |
| <input type="checkbox"/> | Gold Package 40mb storage space, no e-mail accounts, FTP access, FrontPage Extensions, statistical reports, nightly backup | | | | |
| <input type="checkbox"/> | Platinum Package 40 MB storage space, forwarded email accounts, FTP access, FrontPage Extensions, statistical reports, nightly backup | | | | |
| <input type="checkbox"/> | Titanium Package 40 MB storage space, 25 e-mail accounts, FTP access, FrontPage Extensions, statistical reports, nightly backup | | | | |
| <input type="checkbox"/> | SDSL Dedicated Access (Framed/Point to Point) Includes: 24x7 high speed Internet access. Bandwidth based upon package options chosen. (see attached) Speed: _____ | | | | |
| <input type="checkbox"/> | Other: _____ | | | \$ | \$ |

| Web Hosting Plan Summary | | | | | |
|---|---------------|---------------------|-------------|---------------------|-----------------|
| | Bronze | Silver | Gold | Platinum | Titanium |
| Storage space | 10 MB | 10MB | 40MB | 40MB | 40MB |
| Email accounts | 0 | Unlimited forwarded | 0 | Unlimited forwarded | 25 |
| Price | \$9.95 | \$14.95 | \$14.95 | \$19.95 | \$24.95 |
| All plans include: FTP access, FrontPage extensions, statistical reports, nightly backups. | | | | | |
| Domain name registration (with an ICANN accredited registrar) is \$70 for the initial two years, then \$35 annually. This fee will be included on your initial invoice. | | | | | |
| Discounts offered: Quarterly 2.5%, Semi Annually 5.0%, Annually 10.0% | | | | | |

| Web Hosting Plan Extras | | | | | | | |
|--------------------------------|------------------|------------------|---------------|---------------|-------------|-----------------|-----------------|
| | Setup Fee | Ala carte | Bronze | Silver | Gold | Platinum | Titanium |
| Domain parking | \$29.95 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 10 MB space | \$0.00 | \$10.00 | \$9.00 | \$8.00 | \$7.00 | \$6.00 | \$5.00 |
| 25 e-mail accounts | \$0.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 |
| Shopping cart | \$49.95 | \$39.95 | \$39.95 | \$39.95 | \$39.95 | \$39.95 | \$39.95 |
| Secure directory | \$29.95 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 |
| E-commerce pkg | \$49.95 | \$49.95 | \$49.95 | \$49.95 | \$49.95 | \$49.95 | \$49.95 |

| Point to Point Dedicated Services | |
|---|-------------|
| 160kbps SDSL Dedicated Access Point to Point Line | \$ 358.34 |
| 208kbps SDSL Dedicated Access Point to Point Line | \$ 465.84 |
| 320kbps SDSL Dedicated Access Point to Point Line | \$ 716.68 |
| 416kbps SDSL Dedicated Access Point to Point Line | \$ 931.69 |
| 784kbps SDSL Dedicated Access Point to Point Line | \$ 1,755.88 |
| 1.04mbps SDSL Dedicated Access Point to Point Line | \$ 2,329.22 |
| 1.568mbps SDSL Dedicated Access Point to Point Line | \$ 3,480.40 |

| Frame Relay Dedicated Services | |
|---|-------------|
| 160kbps SDSL Dedicated Access Frame Relay | \$ 118.25 |
| 208kbps SDSL Dedicated Access Frame Relay | \$ 153.73 |
| 320kbps SDSL Dedicated Access Frame Relay | \$ 236.51 |
| 416kbps SDSL Dedicated Access Frame Relay | \$ 307.46 |
| 784kbps SDSL Dedicated Access Frame Relay | \$ 579.44 |
| 1.04mbps SDSL Dedicated Access Frame Relay | \$ 768.64 |
| 1.568mbps SDSL Dedicated Access Frame Relay | \$ 1,148.53 |

Red River Communications, Inc. USAGE

Service Usage Restrictions - The Service may not be used in violation of any community standards, accepted Internet policy, laws or regulations of local state or Federal governments or Agencies thereof, or international treaty. Actions such as, but not limited to, misuse of copy righted, patented or protected materials, use of the Service for defamatory, threatening or obscene purposes, and the mass distribution of any message on an intrusive basis to users of the Internet, is prohibited. This prohibition extends to the sending of unsolicited mass mailings from another service which in any way implicates the use of Red River Communications, Inc.'s service, Red River Communications, Inc.'s equipment or any of Red River Communications, Inc.'s email or IP address(es). Any such violations may be grounds for termination of the Service.

Customer Equipment and Network Security - Red River Communications, Inc. will install service on Red River Communications, Inc. approved equipment. Non- Red River Communications, Inc. approved equipment will be handled on an individual case basis as specified by Red River Communications, Inc.. Red River Communications, Inc. provides no user access security with respect to any of Customer facilities or facilities of others. Customer shall be responsible for user access security and network access. Red River Communications, Inc. will assist in network security breach detection or identification, but shall not be liable for any inability, failure or mistake in doing so.

Not a Secure Network - The Internet is not a secure network. Confidential or sensitive information should not be transmitted over the Internet. Red River Communications, Inc. does not assume responsibility for loss or theft of information transmitted over the Internet.

Telco Charges not included - The Service provided herein is exclusive of all other telecommunications services which may be required to establish connection for the Customer to Red River Communications, Inc.. (the "Telco"). All such costs and associated terms and conditions required by Telco to perform such services are in addition to Red River Communications, Inc. and shall be directly between Customer and Telco provider.

Network Numbers - All CIDR network numbers that may be required for the Service, shall be provided solely by Red River Communications, Inc.. If Customer leaves Service, all CIDR numbers must be returned to Red River Communications, Inc. for reallocation to other Customers and will not be available for continued use by departing Customer.

Domain Name - Red River Communications, Inc. will route Customer Domain name into its network. In the event Customer also elects to have Red River Communications, Inc. register a Domain Name on behalf of Customer with an ICANN accredited registrant, Red River Communications, Inc. will do so with the understanding that Red River Communications, Inc. is not responsible for the ownership, control, and use of the domain name. Besides any and all fees required by Red River Communications, Inc. to perform such domain registration services, the Customer will be also responsible for any an all other fees due and payable to an ICANN accredited registrant for such Domain name services.

Joint Software Ownership and Transferability - Customer and Red River Communications, Inc. shall both have rights to the software developed specifically for customer as specified in writing. Customer may at it's sole discretion take a copy of such software with the sole understanding that only software specifically developed for customer will be transferable. Any software upon which the customer software is built upon shall not be transferable.

INTERNET ACCESS

Effective Date Of Service - The effective date the Service (the "Effective Date") shall be the date on which data packets can be sent to Customer, as solely determined by Red River Communications, Inc.. Notwithstanding the above, the date shall not be later than 60 days from the date of this Agreement. If after 90 days packets are unable to be sent to Customer by Red River Communications, Inc., Customer may terminate the Service for inactivity with no penalty beyond any services or hardware sales that have been performed by Red River Communications, Inc. and received by Customer.

WEB CUSTOMERS

The effective date of service shall be the date which the web site is accessible to the customer in the event that programming is being done by the Customer or an outside provider of programming services. The effective date of service for the Customer in the event Red River Communications, Inc. is providing programming services will be the date the production commences on the Customer's Web Page.

CO-LOCATIONS TERMS & CONDITIONS

Customer is solely responsible for customer owned equipment that is co-located in any Red River Communications, Inc. facility. Customer agrees to provide adequate insurance to protect such equipment from any and all events, which may damage such equipment whether caused by customer representative, Red River Communications, Inc. employee, any other party or event who (which) may cause damage to such equipment. In no case shall Red River Communications, Inc. be liable for consequential damages suffered by customer due to failure of customer equipment for any reason. Customer agrees to indemnify Red River Communications, Inc. for any claims that may arise as a result of customer equipment located in Red River Communications, Inc. facilities.

EQUIPMENT

All guarantees and warranties for hardware and software products are those provided by the manufacturer. Red River Communications, Inc. provides no guarantees or warranties beyond that offered by the manufacturer unless explicitly stated in writing. In no case shall Red River Communications, Inc. be liable for consequential damages from hardware or software problems.

TERM

The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for a period of 1 (one) month. The Term shall automatically renew for the term set forth herein at expiration of the initial Term unless notice by either party to amend the Agreement or cancel the Agreement is received by the other party at least 30 days in advance of expiration date of contract. If customer terminates contract prior to expiration date, customer is liable for discount amount accrued during service period. In addition, customer will owe 50% of remaining contract value at pre-discounted rate.

COMPENSATION & BILLING

Customer shall pay for Service at rates set forth herein. The Billing period for payment is also set forth herein and is due and payable within 10 days of bill date. All payments received after that time period will be subject to a late fee at the sole option of Red River Communications, Inc. of (greater of \$5.00 or 1.75%) per month for all amounts past due. In the event this amount exceeds the amount allowed by law then the amount charged for the Late Fee shall be set at the highest level allowed by controlling Law.

SERVICE ADJUSTMENTS

In the event of any substantial service interruption due to a failure directly attributable to Red River Communications, Inc. excluding, but not limited to, failure of the local exchange, or the interexchange carrier, or other third party, Red River Communications, Inc. will provide an additional day of service at the end of the stated term for each day within which the problem is experienced by a Customer for (2) unscheduled consecutive hours. This is the sole remedy available to the Customer for Service Disputes and will be granted solely by Red River Communications, Inc..

TERMINATION

Notwithstanding the provisions set forth in the Term section, this Agreement may be terminated by either party upon the occurrence of the following events:

In the event that Customer (i) is more than 30 days past due in paying any amounts due to Red River Communications, Inc.; (ii) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or other similar law (iii) Customer fails to comply with Red River Communications, Inc. Usage restrictions stated herein; Red River Communications, Inc. shall have the right to suspend service and with 10 days written notice to terminate this agreement in the event of Customer's failure to cure within such notice period.. Termination of Service by Red River Communications, Inc. does not relieve Customer from the obligation to make all payments as set forth in this Agreement and will not result in any refund to Customer for periods prior to termination.

Failures of Service by the local exchange, or the interexchange carrier, or other third party, or by strikes, labor disturbances, Acts of God, or any event or force of nature which prevents commencement of the Service or continuation of the Service under this Agreement shall give both Red River Communications, Inc. and the Customer the right to terminate this Agreement without penalty, provided 10 days written notice is given.

LIABILITY

In no event shall either party be liable to the other party for any incidental or consequential damages of any nature whatsoever, including lost profits or revenues regardless of the foreseeability thereof, occasioned by either party's inability to perform its obligations hereunder.

INDEMNIFICATION

Each party shall be indemnified and held harmless by the other against other claims or any third party or entity for damages, losses, or injuries arising out of the negligent or willful act or omission of the other party or its agent, servants, employees, contractors or representatives.

NOTICES

Notification to either party to this Agreement will be sufficient when mailed to the address set forth herein, and deposited in the United States Mail, first class, certified letter with return receipt requested, postage prepaid to the respective party. Such address may change with written notice providing the new address to which notification is to be made.

ASSIGNMENT

This Agreement shall be binding upon and incur to the benefit of the parties hereto and there respective successors. It is non-assignable without written consent, except to entities completely controlling or controlled by that party. Each Party will require written notice, however, in the event of any assignment.

GENERAL TERMS

The waiver or failure by either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect. Neither party shall have the right to use the other's name, trademark or trade name without the prior consent of the other party for any uses not contemplated by this Agreement. This Agreement represents the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreements. In the event of any conflict arising between Customer's purchase order terms and this Agreement, this Agreement shall take precedence. In the event of a dispute to this Agreement, the prevailing party is entitled to recover expenses including reasonable attorneys fees. This Agreement may be modified only in writing signed by both parties. This Agreement shall be governed by the substantive law of the State of Arizona.

I understand and agree to all of the above terms & conditions.

Name [print]: _____

Signature: _____

Date: _____

Red River Communications, Inc. Representative:

Name [print]: _____

Signature: _____

Date: _____