



Mailing Address:
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RESELLER / DISTRIBUTOR AGREEMENT
Dedicated Server Store Data Center Services

Version 20070627.1

This Reseller Agreement (“Agreement”) is entered into as of the Effective Date by and between Dedicated Server Store, a Stealth - ISS® Inc. company (“Dedicated Server Store”, “us” or “our”), and the reseller identified on the signature page of this Agreement (the “Reseller”, “you”)

1. The Reseller Program

a) The Reseller Offer

Dedicated Server Store agrees to offer discounted rates on qualified Dedicated Server Store Resellers as follows:

The servers as well as all other service and add-ons will be provided to the reseller at special prices, not available to the public. The prices are included in the current reseller package or on our website www.dedicatedserversstore.com.

Free set up is provided on the entire line of Dedicated Server Store current dedicated servers if the resellers signs a six months or annual contract for the server. A one-time \$250 setup fee is charged for monthly contracts.

Special discounts are available for resellers, who are willing to sign an annual contract with full payment in advance. Please contact us for a quote.

Reseller can request custom hosting or dedicated server solutions. A special price offer will be made to the reseller, usually involving at least a 6 months contract. These custom services will be subject to our Business Terms unless otherwise noted in special offer.

b) Qualified Services

The following services qualify for the reseller agreement:

- All dedicated servers provided by Dedicated Server Store
- All Colocation services provided by Dedicated Server Store
- All other services as listed in the current reseller package



For a complete list of services and reseller prices, refer to the reseller package sent to you by e-mail, available for download on website www.DedicatedServerStore.com or request one by contacting sales@DedicatedServerStore.com

c) Support

In order to use support, the Reseller agrees to use our support portal located on our website, or use e-mail communication to support@DedicatedServerStore.com to report any technical support related issues.

Support Credits:

All resellers are entitled to receive free support credits based on the server package and collocation services ordered. The support information is listed on our website with the appropriate collocation or dedicated server package.

The support credits do not accumulate and do not transfer to the next month. Support credits shall be added to the reseller's account on a monthly basis, based on the previous monthly recurring revenues.

Additional support credits will be charged at our current rates for such. Support credits are not eligible for reseller discounts, as it is a non-qualified service.

The reseller will need to pay service in advance (immediately prior to receiving service) or may fund his Dedicated Server Store support account. The credits in this account will be good until exhausted. Each time a payable service is requested, the Reseller's support account will be charged for that service rendered according to our current service fees available on <http://www.DedicatedServerStore.com/>.

Reseller expressly acknowledges that we shall not be liable in any shape or form for any delayed support responses if the response is delayed due to the fact that no or insufficient support credits were available for a support request requiring such or if reseller did not pay the required support fees prior to receiving service (if applicable and no free service credits are available)

2. Exclusions & Requirements

All traffic and/or bandwidth based services (such as additional GB/m traffic, whether prepaid or overage billed as used, 10 Mb/s unlimited traffic ports and 100 Mb/s unlimited traffic ports, all variants thereof) and all special servers are excluded from reseller discounts, due to already being offered at or below our cost.

3. Program Participation

The Reseller application form provided in the reseller package and our website www.DedicatedServerStore.com needs to be signed and submitted to qualify for reseller status. Once received and reviewed, you will be given an active-reseller status.

As active Reseller, you will receive special offers.

The Reseller with more than 5 servers hosted with Dedicated Server Store will receive special discounted prices.



The reseller is granted the right to resell our servers at his own prices. The reseller will not receive a commission from the reseller prices, as these are special resale prices and can be marked up at the Resellers discretion.

Reseller is granted non-exclusive rights to the Reseller program and agrees to abide by all terms and conditions of this agreement and our Services Agreement located on our website.

Reseller must bind all of its customers to the Acceptable Usage Policy as published on our web site www.DedicatedServerStore.com.

Please read it carefully. As a Reseller, your obligation is to insert this text on your web site and ensure that your clients abide by it. You can change Dedicated Server Store to your own company name within the AUP.

Reseller must be eighteen (18) years or older to participate in the Reseller Program.

4. Service Termination

Reseller has a 30 day termination. This applies to all monthly hosting services as well as semi-annual, annual or any other terms.

Our standard termination policies apply as per the current Services Agreement located on our website www.DedicatedServerStore.com which is incorporated herein by reference.

5. Relationship of Parties

Reseller and Dedicated Server Store are independent contractors, and nothing herein contained shall be construed to imply the existence of a partnership or joint venture between them, or to make either one an agent of the other. The use of the term "reseller" is not intended in any way to constitute any type of legal partnership whatsoever between Dedicated Server Store and Reseller. The relationship between Dedicated Server Store and Reseller is that of independent parties contractor only, and is not employer-employee, partner, principal-agent or joint venture.

6. Choice of Law, Jurisdiction and Forum

This Agreement shall be governed by the laws of Florida without regard to its choice of law rules. The parties specifically disclaim the application of the United Nations Convention for the International Sale of Goods. Federal courts located in Tampa, Florida shall have sole and exclusive jurisdiction over this Agreement. The parties expressly agree that jurisdiction is proper in the court set out in this paragraph.

7. Overall Agreement

The following text outlines the agreement between Dedicated Server Store and an approved Reseller. It sets the required qualifications and acceptable practices for Resellers, while setting forth some the benefits and terms provided by Dedicated Server Store to the Reseller.

- a. The Reseller agrees to all terms of the Standard Services Agreement for all accounts, as well as the company Policies set forth by Dedicated Server Store on its web site, including all future additions or modifications thereof.
- b. The Reseller agrees to pay the bills on time and in full. By not paying any invoice in full by the due date, Reseller waives the right of any dispute and confirms that the bill is



- correct. Furthermore, for late payments, late fees may be applied, as outlined in the Services Agreement.
- c. The Reseller agrees not to employ any abusive practices, including, but not limited to the transmission of unsolicited mailings or Usenet postings in relation to the resale of Dedicated Server Store services. The transmission of any such unsolicited or prohibited advertising or other unacceptable material, through any electronic medium, including Dedicated Server Store facilities, is grounds for immediate termination, at the sole discretion of Dedicated Server Store
 - d. The Reseller agrees to be on monthly billing. If reseller signs six months or annual contract, other payment options are available, such as quarterly, semi-annually and annually. To set up special payment plans, please contact sales@DedicatedServerStore.com
 - e. The Reseller agrees to promote the Dedicated Server Store services and servers as much as or more as services of any competitor, if it is reselling more than one vendor.
 - f. The Reseller can resell the servers as Dedicated Server Store server or as his own servers. When selling as his own, Reseller will not claim any ownership or rights to the servers, other than the ones specified under our Service Agreement.
 - g. The Reseller will be the sole point of contact for its customer and is responsible for providing any and all support and service to the customer, including, but not limited to, customer service, technical support, and billing. Only when a Reseller has exhausted their own resources in handling a problem should they direct their support inquiries to Dedicated Server Store support channels, unless support is outsourced to Dedicated Server Store Under no circumstances are Reseller's clients permitted to contact Dedicated Server Store and Reseller may never ask its client to contact us. Reseller specifically acknowledges that from the moment a server or any service is provided to it, we carry no responsibility for its performance, as the Reseller and/or its client(s) may adversely modify the server or service. Reseller acknowledges and agrees to the support charges as outlined on our web site for any and all support requests that are not related to hardware or network issues (if so confirmed by us). Queries entered by Reseller as hardware or network issues that are determined not to be such by us shall be assessed the standard support charges, and the Reseller specifically acknowledges this fact.
 - h. The Reseller will provide support and services to its customers at its own rates. When the Reseller requires support or services from Dedicated Server Store, these will be billed at rates set out on our web site. The support prices may change from time to time at our sole discretion.
 - i. We may, at our sole discretion, ask Resellers to resolve abuse issues themselves or we may disable a server without prior warning if that server is causing excessive damage to our network, or IP address records, or prohibiting/interfering with the service of other customers on our network. If a reseller does not demonstrate the ability to control issues that violate our AUP on a short or long term basis, we may not only disconnect the server but require that the server in question be reformatted before it will be brought back online. This measure will be taken in order to essentially request the Reseller terminate the client in violation of our AUP. These rights, over and above those furnished by our AUP, are designed to provide resellers with a greater level of independence and the ability to deal with abuse issues, but at the same time reserve control to protect our network, IP addresses, and our other customers.
 - j. The Reseller will have early access to new features and services from Dedicated Server Store as well as access to its own Account Manager during business hours. As part of our commitment to ensure Quality of Services, the Reseller can always escalate a ticket to the Channel Manager, VP of Sales or the Support Manager.
 - k. The Reseller agrees to any and all revisions and changes to this Agreement by us and is advised to frequently check online for its current version. Dedicated Server Store will endeavor to notify the Reseller of any major changes to this Agreement.



- I. We guarantee the proper function of your leased hardware components and will replace any failed component at no cost to you. The replacement process will begin when the cause of the problem has been determined. Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card and other related components included under the server lease.
- m. We guarantee that our network will be available 99.99% of the time (excluding scheduled maintenance). Network uptime comprises the functioning of all network infrastructure including cabling, switches and routers. Services or software running on Customers server are not included in the definition of our network. Network downtime exists if your server is unable to transmit and receive data and a support ticket is opened for the incident.
- n. We guarantee that critical systems, including power and HVAC, will be available 99.99% of the time (excluding scheduled maintenance. Critical systems include functioning of all power and HVAC infrastructure including UPS equipment and cabling. Power supplies of individual servers are not included (see below for Hardware Guarantee). Critical systems downtime exists when a customer's server is shut down due to power or heat problems and a ticket has been opened for the. Critical system downtime is measured from the time the ticket is opened regarding server downtime to the time the problem is resolved and the server comes back on line.