

DEDICATED SERVER RENTAL AGREEMENT

THIS MASTER AGREEMENT (the agreement) made this ____ day of _____, (the "Effective Date") between, PREMIA NETWORKS, Inc., a Nevada corporation, (hereinafter called "PREMIANET") and _____, a _____ corporation (hereinafter called "CLIENT") with offices at _____.

PURPOSE OF THE AGREEMENT

Under this agreement, PREMIANET provides Internet connectivity services ("the Bandwidth") and the equipment (the "Hardware"), the availability of space to store and operate such Hardware ("Space") and the licensing of software ("the "Software"), together comprising the dedicated server package under this Agreement (together the "Service").

"Agreement" refers to this document and any attached Service Contract. "Service Contract" refers to a signed request for service by CLIENT, accepted by PREMIANET. "Service(s)" refers to services rendered by PREMIANET to CLIENT in accordance with the attached Service Contract.

This Agreement contains trade secrets and proprietary information and as such should be considered strictly confidential. By reading this Agreement, CLIENT hereby agrees to not disclose any contained information to any third parties not authorized by PREMIANET. The confidentiality obligations there under shall survive termination of this Agreement.

TERMS AND CONDITIONS

PREMIANET will provide the Services according to the following terms and conditions:

1. PRICES AND PAYMENT TERMS:

- A. **Term:** This agreement will be effective on the earlier of either the date signed by the parties or the date PREMIANET provisions Services and shall automatically terminate when all Service Contracts expire after following correct cancellation procedures. The term for each of the individual Services is defined in each Service Contract. The total initial cost, plus the first billing period of service is due at the commencement of the contract. PREMIANET shall establish the recurring billing date.
- B. **Payment:** CLIENT agrees to pay recurring and non-recurring charges for PREMIANET Services, as set forth in the "SERVICE CONTRACT" and all charges for Third Party Services, if applicable. You will be billed in advance of the month in which recurring services will be provided. Payment for all recurring monthly fees, extra charges and other expenses shall be deemed overdue if they remain unpaid two days after the due date. An email announcing your next payment date will be sent to the contact email addresses you provide to PREMIANET (via the order process or the control panel's email section) five (5) days before your account became due for payment. It is not PREMIANET's responsibility if you do not receive or read that email due to any circumstances beyond our control. Any undisputed amounts will be due and payable along with a claim detailing the basis for any disputed charges. Any payment not received by the applicable due date will accrue interest at a rate of the lesser of one and one-half per cent (1.5%) per month or the maximum allowable under applicable law. In addition, your failure to fully pay any recurring monthly fees and expenses within two (2) days after payment is due will be deemed a material breach of this Agreement, justifying PREMIANET's suspension of its performance of the Service. PREMIANET may without prejudice to any other remedy or right it may have, suspend delivery of the Services to you until such failure is cured; provided however, that prior to suspending the delivery of the Services for failure to pay, PREMIANET will send you at least one email prior to such potential suspension. Any such suspension or termination would not relieve you from paying any fees due plus interest. In the event of collection enforcement, you will be liable for any costs associated with such collection, including, without limitation, reasonable attorneys' fees, court costs and collection agency fees.
- C. **Disconnection:** Services will be disconnected if they remain unpaid two days after the due date. In the event of disconnection, a \$150.00 reinstatement fee will apply to reactivate the service, in addition to full payment of the balance due on the account. Reactivation of service will only be performed during PREMIANET's regular business hours (Monday through Friday, 9:00 a.m. to 6:00 p.m. Pacific Time). All accounts that have not been paid in full after two (2) business days after payment is due will be sent to a collection agency. All accounting issues should be addressed to accounting@PREMIANET.com.
- D. Prices do not include taxes, except as specifically stated herein. CLIENT agrees to pay or reimburse PREMIANET for any applicable taxes that are levied based on the transactions hereunder, exclusive of taxes on income and real estate taxes on the Data Center. Any such charges shall be invoiced and payable within the payment terms of this Agreement. PREMIANET agrees to provide CLIENT with reasonable documentation to support invoiced amounts applied to taxes within thirty (30) calendar days of receipt of a CLIENT's written request.
- E. You agree to pay for all fees, charges and expenses due according to the prices and terms listed in each Service Contract. You shall be responsible for the payment of all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the Service.

2. TERM OF AGREEMENT, TERMINATION AND RENEWAL:

- A. The minimum term of the CLIENT's dedicated contract shall be the period set forth in the Service Contract. The penalty for breaking the contract early, should be equal to the unused term at the time of cancellation.
- B. This Contract Term will be automatically renewed for one extra month ("Renewal Term") unless either party gives written notice to the other party of non-renewal, such notice to be delivered at least thirty (30) calendar days before the end of the Contract Term or Renewal Term.
- C. Cancellation of accounts MUST be done by fax or mail. This master agreement may be canceled with 30 days written notice prior to the date of cancellation. CLIENT acknowledges that the full amount of contract is due regardless of cancellation of contract. Any termination of this Agreement shall not relieve you of any obligations to pay fees and costs accrued prior to the termination date and any other amounts owed by you to PREMIANET as provided in this Agreement.
- D. Before the termination of this Agreement, you may request in writing that PREMIANET provide you with any backup of your material that PREMIANET may have in its possession if you were subscribed to PREMIANET's Disaster/Recovery Service, if any. If PREMIANET has such information, it will offer them to you provided that: a) all fees due to PREMIANET are paid in full and you are not in default of any provision of this Agreement; b) you pay the cost of the recovery procedure plus any extra expenses incurred to create, ship or handle the medium or to provide you access to such data. Unless you notify PREMIANET in writing that you wish to retrieve this backup, PREMIANET will erase or otherwise destroy all data upon termination of this Agreement.
- E. In the event the Data Center becomes the subject of a taking by eminent domain by any authority having such power, PREMIANET shall have the right to terminate this Agreement. PREMIANET shall attempt to give CLIENT reasonable advance notice of the removal schedule. CLIENT shall have no claim against PREMIANET for any relocation expenses, any part of any award that may be made for such taking or the value of any un-expired term or renewed periods that result from a termination by PREMIANET under this provision, or any loss of business from full or partial interruption or interference due to any termination. However, nothing contained in this Agreement shall prohibit CLIENT from seeking any relief or remedy against the condemning authority in the event of an eminent domain proceeding or condemnation that affects the Service.

3. IP ADDRESSES:

- A. PREMIANET may assign on a temporary basis a designated number of Internet Protocol Addresses ("IP Addresses") from the address space assigned to PREMIANET by ARIN. CLIENT acknowledges that the IP addresses are the sole property of PREMIANET, and are temporarily assigned to CLIENT as part of the Service. PREMIANET reserves the right to change IP address assignments at any time. PREMIANET shall use reasonable efforts to reduce disruption to CLIENT resulting from such changes, and shall give CLIENT advance notice of such change. CLIENT agrees that it will have no right to IP addresses upon termination of this Agreement, and that any change required of CLIENT after termination shall be the sole responsibility of CLIENT.

4. SOFTWARE LICENSE AND RIGHTS:

- A. Software License: During the term of the Contract, PREMIANET grants CLIENT a non-transferable, nonexclusive license to use of the Software included solely on the Hardware provided, in object code form only, for its internal needs, and in conjunction with the Services. Software provided may vary per contract.
- B. Software License Restrictions: CLIENT agrees that it will not itself (or through others):
 - 1. copy any Software, except as is necessary to install on Hardware and internal, archive purposes. In the event CLIENT makes any copies of the Software, CLIENT shall reproduce all proprietary notices on such copies;
 - 2. reverse engineer, recompile, disassemble or otherwise attempt to derive source code from the Software;
 - 3. sell, lease, license, transfer or sublicense the Software or the documentation;
 - 4. write or develop any derivative or other software programs, based, in whole or in part, upon the Software or any Confidential Information;
 - 5. this agreement transfers to CLIENT neither title nor any intellectual property rights to the Software, Hardware, documentation, or any copyrights, patents or trademarks, embodied or used in connection.

5. MAINTENANCE AND DUTIES:

- A. Ordering Maintenance and Support: PREMIANET shall provide CLIENT with maintenance and support of the Hardware.
- B. Exclusions: Maintenance and Support shall not include services for problems arising out of (a) tampering, modification, alteration to the Hardware or Software, which is undertaken by persons other than PREMIANET or its authorized representatives; or (b) programs or hardware supplied by CLIENT. However, PREMIANET may help you resolve such problems following our technical support service plans and availability.

- C. CLIENT's duties: CLIENT shall document and promptly report all errors or malfunctions of the Hardware or Software to PREMIANET. CLIENT shall maintain a current archive copy of all Software and data. CLIENT shall properly train its personnel in the use of the Hardware and Software.
- D. Expansion: part of this agreement is in constant evolution and expansion. Any extensions made to this agreement will be published at the following URL:

<http://www.PREMIANET.com/english/dedi-support-procedures.phtml>

The information contained within the above URL is part of this agreement.

6. INTELLECTUAL PROPERTY:

- A. All materials, including but not limited to any computer software, (in object code and source code form), data or information developed or provided by PREMIANET, and any methodologies, equipment or processes used by PREMIANET to provide the service to you, including, without limitation, all copyrights, trademarks, patents, trade secrets and any proprietary right, shall remain the sole and exclusive property of PREMIANET, including but not limited to any software programs or technology innovations utilized or developed, or disclosed by PREMIANET during the Term of this Agreement; provided however that PREMIANET will grant you a perpetual, non-exclusive and royalty-free license to use any such property developed by PREMIANET while providing the Service to you. Unauthorized copying or any creation of derivative work based on any such software is expressly forbidden. You may be held legally responsible for violation of any patent rights, copyright or trade secret rights that is caused by your failure to abide by the terms of this Agreement.

7. WARRANTIES, REMEDIES AND DISCLAIMERS:

- A. THE SERVICE IS ACCEPTED "AS IS" AND YOU USE IT AT YOUR OWN RISK. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS ARTICLE, THERE ARE NO WARRANTIES, WHETHER EXPRESS, IMPLIED, ORAL, OR WRITTEN, WITH RESPECT TO THE SERVICES COVERED OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, THE REMEDIES PROVIDED IN THIS ARTICLE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES.

8. USER CONTENT AND CONDUCT:

- A. CLIENT is solely responsible for the content of any postings, data or transmissions using the Service (the "Content") or any other use of the Services by CLIENT or by any person or entity CLIENT permits to access the Services (a "User"). CLIENT represents and warrants that no User will use the services for unlawful purposes (including, without limitation, infringement of copyright or trademark, misappropriation or trade secrets, invasion of privacy, child pornography, defamation or and illegal use). Disruptions include, without limitation, distribution of unsolicited advertising or chain letters, harassment, falsifying one's network identity for improper or illegal purposes, propagation of computer viruses and using network to make unauthorized entry to any other machine. If PREMIANET has reasonable grounds to believe that CLIENT or a User is utilizing the Services for any such illegal or disruptive purpose, PREMIANET may suspend or terminate Services immediately, without prior notice to CLIENT. CLIENT shall defend, indemnify and hold harmless PREMIANET from and against all liabilities and costs. CLIENT will be billed for all PREMIANET's expenses related to the investigation and the time consumed by PREMIANET's personnel to solve the problem.
- B. Mass electronic mail. Use of distribution lists for unsolicited electronic mail or other mass electronic mails is strictly prohibited. PREMIANET reserves the right to deactivate CLIENT's Services if both of the following conditions occur: a) PREMIANET receives 5 or more unsolicited email complaints in any 24-hour period, and b) CLIENT refuses to or otherwise does not demonstrate to PREMIANET that reasonable efforts have not been taken to stop the sending of such emails. CLIENT hereby agrees to indemnify and hold harmless PREMIANET from any claim resulting from CLIENT's or another party's use of electronic mail services via CLIENT's Services. A \$3.00 fee per unsolicited email complaints will be charged and must be paid within the current month.

9. ENFORCEMENT:

- A. PREMIANET may take any action that it deems appropriate under the circumstances to protect its system, facilities, CLIENT's and/or third parties. Other than in cases of emergency or as may be required by law, PREMIANET will provide you with reasonable prior written notice of any action it may take pursuant to this Section. PREMIANET will not access or review any software contracts except as required or permitted by applicable law or legal process. In the event of becoming aware of any possible violation by you of this Agreement or third party rights or laws, PREMIANET may immediately take corrective action, including, but not limited to, a) issuing warnings; b) suspending or terminating the Service with or without notice and/or c) restricting or prohibiting any and all uses of potentially or actual illegal or infringing content hosted on PREMIANET's network. In the event PREMIANET takes corrective action due to such possible violation, PREMIANET shall not be obligated to refund to you any fees paid in advance of such corrective action and may charge a cleanup fee. CLIENT will be billed for all PREMIANET's expenses related to the investigation and the time consumed by PREMIANET's personnel to solve the problem.

- B. To comply with applicable laws and lawful governmental requests, to protect PREMIANET's systems and CLIENT's, or to ensure the integrity and operation of PREMIANET's business and systems, PREMIANET may, without prior notice to you, access and, to the extent required, disclose any information it considers necessary or appropriate, including, without limitation, user profile information, IP addressing and traffic information, usage history, and content residing on PREMIANET's servers and systems. PREMIANET also reserves the right to report any activity that it suspects violates any law or regulation or the intellectual property rights of third parties to appropriate law enforcement officials, regulators, or such third parties.

10. THIRD PARTY ACTS:

- A. PREMIANET DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM PREMIANET'S NETWORKS AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET OR PORTIONS THEREOF. ALTHOUGH PREMIANET WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH RESULT, PREMIANET CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. AS A RESULT, PREMIANET DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR LOSS OR CORRUPTION OF DATA IN TRANSMISSION, OR FOR FAILURE TO SEND OR RECEIVE DATA DUE OR RELATED TO SUCH EVENTS.

11. INTERRUPTION OF SERVICES:

- A. PREMIANET shall not be liable for any delay or failure to perform its obligations under this Agreement, where such delay or failure results from any act of God, industrial or labor disturbance, war, public riot, fire, storm, flood, explosion, sabotage, failure of the Internet, government act, utility interruption, or other cause beyond its reasonable control, including, without limitation, any mechanical, electronic failures or human error. In the event that such interruption of service CLIENT shall indemnify and hold harmless PREMIANET, and its respective officers, directors, agents, contractors and employees.

12. YOUR WARRANTIES AND REPRESENTATIONS TO PREMIANET:

- A. You warrant, represent and covenant to PREMIANET that a) you possess the legal right and ability to enter into this Agreement; b) you will use the service only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines; c) you will be financially responsible for the use of your account; d) your content does not and will not infringe or violate any right, law, regulation or ordinance.

13. ASSIGNMENTS OR TRANSFER:

- A. CLIENT shall not assign or transfer the rights or obligations associated with this Agreement, in whole or in part, without PREMIANET's prior written consent.

14. MISCELLANEOUS:

- A. CLIENT shall not use PREMIANET's name in publicity or press releases without PREMIANET's prior written consent.

15. CONFIDENTIALITY:

- A. The parties each agree that all Confidential Information communicated to it by the other is done so in confidence and shall be used only for the purposes of this Agreement.

16. PERSONNEL:

- A. During the Term of this Agreement and for one year following the termination of this Agreement, neither party shall directly solicit for employment any personnel of the other party, whether or not directly involved in providing the Service, without the prior written consent of the other party.

17. NO FIDUCIARY RELATIONSHIP; NO THIRD PARTY BENEFICIARIES:

- A. PREMIANET is not the agent, fiduciary, trustee or other representative of you. Nothing expressed or mentioned in or implied from this Agreement is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement.
- B. The relation of PREMIANET and CLIENT under this Agreement is that of independent contractors and not partners, joint venture, or co-workers as participants. Neither party has authority to contract for or bind the other, except as expressly stated in this Agreement.

18. LIMITATION OF LIABILITY:

- A. CLIENT shall indemnify and hold harmless PREMIANET, and its respective officers, directors, agents, contractors and employees, from and against any and all claims, costs, expenses or liability (including by any representation or promise not specifically expressed in this Agreement). Any modification made hereto shall not be valid and binding unless it is in writing and signed by both Parties.

19. LIMITATION:

- A. Any notice required to be given pursuant to this Agreement shall be in writing.
- B. Either party may change the address to which notice or payment is to be sent by written notice to the other party pursuant to the provisions of this paragraph.

20. JURISDICTION AND DISPUTES:

- A. The laws of the State of Nevada shall govern this Agreement.
- B. All disputes hereunder shall be resolved in the applicable state or federal courts of Clark County, Nevada. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

21. INTEGRATION:

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

IN WITNESS WHEREOF, the Parties have executed this Agreement and agree and accept such terms effective as of the last date written below.

Signature: _____
 Print Name: _____
 Title: _____
 Company Name: _____
 Tax ID: _____
 Date: _____

PREMIA NETWORK INC.
10620 Southern Highlands Pkwy
Suite 110-492
Las Vegas, NV 89141

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____