

PRICING (check hosting level desired)	<input type="checkbox"/> Starter	<input type="checkbox"/> Basic	<input type="checkbox"/> Advanced	<input type="checkbox"/> Ecommerce
Annual Hosting Fee	\$120	\$180	\$360	\$720

DOMAIN NAMES	Starter	Basic	Advanced	Ecommerce
Your own domain name(s)	♦	♦	♦	♦
Domain name registration	1	1	1	1

SYSTEM RESOURCES	Starter	Basic	Advanced	Ecommerce
Total disk space allowance	500 MB	1 GB	2 GB	4 GB
Monthly bandwidth allowance (data transfer)	10 GB	20 GB	40 GB	80 GB
E-mail accounts (any comb. POP, IMAP or alias)	3	5	15	30
Free domain name transfer from another host	♦	♦	♦	♦
>99.9% uptime	♦	♦	♦	♦

CLIENT ACCESS	Starter	Basic	Advanced	Ecommerce
Microsoft® FrontPage™ extensions	♦	♦	♦	♦
Access via FTP for web updates	♦	♦	♦	♦
Site activity logs (unprocessed)	♦	♦	♦	♦

SYSTEM PLATFORM	Starter	Basic	Advanced	Ecommerce
FreeBSD operating system	♦	♦	♦	♦
Apache web server	♦	♦	♦	♦

SUPPORTED FEATURES	Starter	Basic	Advanced	Ecommerce
PHP scripting language	♦	♦	♦	♦
MySql database	—	♦	♦	♦
SPF verification of outgoing email	♦	♦	♦	♦
XML support	♦	♦	♦	♦
Custom 404 error page	♦	♦	♦	♦
Password protected directories	♦	♦	♦	♦

ADDITIONS / OPTIONS	Quantity	Cost	Subtotal
Additional e-mail addresses (annual fee)		\$25	
Additional domain name registrations (annual fee)		\$25	
SSL secure certificate (annual fee)		\$250	
Configure Google Analytics & Webmaster Tools (one-time only)	1	\$50	

DOMAIN NAMES & EMAIL ADDRESSES

Note: Please include alternate domain name choices in case some are not available. List choices in order of preference. We will attempt to register domain names in the order indicated, not exceeding the quantity listed above. Use the back of this form or attach additional sheets if needed.

DOMAIN NAME(S)	EMAIL ADDRESS(ES)

DATE TO BEGIN HOSTING:

TOTAL DUE NOW:

PAYMENT TERMS: **Credit Card** **Prepay Check** **Bill Me** (with approved credit only)

Card Type Visa / MC (circle one)	Name on Card
Card Num.	CVV Num. Exp. Date

BY SIGNING BELOW, BOTH PARTIES LISTED AGREE TO THE FOLLOWING:

- THE SIGNERS AFFIRM THAT THEY ARE AUTHORIZED AGENTS OF THEIR RESPECTIVE ORGANIZATIONS.
- FOR THE CONSIDERATION(S) SHOWN, MIS SHALL PROVIDE THE SERVICES INDICATED ABOVE TO THE CLIENT.
- THIS AGREEMENT IS SUBJECT TO THE CURRENT MIS TERMS AND CONDITIONS, WHICH ARE INCLUDED BY REFERENCE.
- MIS LABOR NOT SPECIFICALLY COVERED BY THE TERMS HEREIN IS BILLABLE AT APPLICABLE MIS LABOR RATE(S).
- CLIENT AGREES TO PAY ALL APPLICABLE FEES ACCORDING TO THE AGREED UPON PAYMENT TERMS.

THIS AGREEMENT IS MADE BY AND BETWEEN:

Michigan Integrated Solutions, Inc. P.O. Box 130737, Ann Arbor, MI, 48113	_____ MIS AGENT SIGNATURE _____	_____ DATE _____
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AND

CLIENT COMPANY NAME	PHONE NUMBER
BILLING ADDRESS	FAX NUMBER
CITY, STATE, ZIP	EMAIL ADDRESS
CLIENT AGENT SIGNATURE	DATE

ACCEPTANCE - Once signed by Michigan Integrated Solutions, Inc. ("MIS") and by you ("Client"), this document shall be the sole agreement governing all services, superseding all prior offers, negotiations, understandings and agreements. No changes may be made to this agreement unless MIS expressly accepts them in writing. Acceptance of all purchase orders by MIS is expressly made conditional upon Client's assent, expressed or implied, to these terms and conditions.

TAXES - Where applicable, MIS quotations and invoices include 6% Michigan State Sales Tax. To claim exemption, Client must present to MIS a valid current tax exemption certificate for each location at which Client intends to receive delivery of taxable products or services from MIS, prior to delivery. Any other applicable taxes are the sole responsibility of Client.

LIMITATION OF LIABILITY - In no event shall MIS be liable to Client or any other party for any loss, damage, or injury of any kind for any reason, even if notification has been given as to the possibility of such damages, unless the loss or damage results directly from intentional tort(s) or fraudulent act(s) by MIS. Under no circumstances shall MIS be liable for any consequential, incidental, indirect, special, or punitive damages incurred by Client, including but not limited to loss of good will and lost profits or revenue, whether or not such loss or damage is based in contract, warranty, tort, negligence, strict liability, indemnity, or otherwise. Client hereby expressly waives any and all claims for such damages.

SEPARABILITY - If any part of these terms and conditions is found to be illegal, invalid or unenforceable by a court of competent jurisdiction or any recognized legal authority, then that part shall be interpreted so as to permit enforceability to the fullest legal extent. In any case, all other parts will remain in full force and effect. Any failure by MIS to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver or default of such right or provision. Any default or waiver by MIS of any part of these terms does not constitute a waiver or default of the remaining parts.

INDEMNITY - Client agrees that it shall defend, indemnify and hold harmless MIS, its officers, employees, agents, subsidiaries, affiliates and partners from any and all claims or demands, including reasonable attorney's fees, made by any third party due to or arising out of any violation by Client of any of these terms and conditions, or any violation by Client of the rights of any other party.

PRICING - Any and all price quotation(s) provided by MIS shall be construed as an offer of sale, not a contract. All pricing is subject to change without notice. MIS is not responsible for pricing changes due to market conditions, change of Client's requirements/specifications, typographical or computational errors.

LABOR RATES - Except for work in progress and current valid quotes, MIS labor rates are subject to change without notice:

STANDARD RATES

OVERTIME RATES

(in effect during normal MIS business hours of 8:30am to 5pm EST M-F)

(in effect outside normal MIS business hours)

- \$90 per hour for web site design, consulting, drive time (one way only), service or technical support provided on-site, at our location or by phone.
- \$120 per hour for advanced development (e.g. database, scripting language) or urgent response.

- Overtime must be authorized in advance by Client
- 1.5 times the applicable standard rate for billable labor in excess of 8 hours during a single day.
- 2 times the applicable standard rate for services provided on weekends and holidays.

PAYMENT - All payments shall be made in U.S. Dollars. MIS reserves the right to require that the applicable purchase price, or a portion thereof, be paid as a deposit on account prior to rendering of services. The balance of payment shall be due upon delivery of service unless credit terms have been approved and specified by MIS on a quotation or invoice. Client shall furnish all financial information reasonably requested by MIS from time to time for the purpose of establishing or continuing Client's payment terms and credit limits. MIS shall have the right from time to time, with or without notice, to change or revoke Client's credit limit on the basis of changes in credit policies at MIS, or in Client's financial condition and/or payment history. MIS reserves the right to decline to extend credit to Client, and to require payment in cash, credit card, or certified funds.

In the event Client fails to make timely payment(s) in accordance with agreed payment terms (which appear on the invoice) of any amount owed to MIS hereunder, then MIS shall have the right to: (1) immediately terminate any services being provided to Client, (2) revoke any enduring obligation on the part of MIS to provide services to Client, including web hosting or other services that have been prepaid, (3) rescind any/all credit extended to Client, (4) cancel or reduce discounts being extended to Client, (5) recover all intellectual property and/or deny or disable delivered items for which complete payment has not been received, and (6) levy a service charge equal to the lesser of one and one-half percent (1 ½%) per month, or the maximum allowed by law. These rights are in addition to any and all other rights and remedies available to MIS, at law or in equity. Client shall pay all costs of collection, including attorneys' fees.

PREPAYMENT - Web design services are eligible for a prepayment discount of 10%, subject to the following conditions: a minimum prepayment of at least \$1000 cash must be received before work begins; Client must not have any outstanding amount due to MIS at time of prepayment. Client may choose to bank any unused portion or request a refund in the form of a company check. No other deliverables from MIS are eligible for this discount.

PERFORMANCE - MIS will make a reasonable business effort to safeguard Client's data and to restore any data lost or corrupted as a result of normal circumstances, but MIS does not guarantee the frequency, accuracy, or comprehensiveness of data backups or restorations. Any data protection or restoration service beyond that described above will be Client's responsibility, or billable if provided by MIS.

MIS may limit the quantity and/or size of files and data that may be sent or received by MIS servers, the volume and duration of storage space allotted on MIS servers, and the number and duration of times that resources may be accessed during a given period. MIS may, at its sole discretion, levy surcharges for use in excess of these limits, and/or change these limits at any time, with reasonable notice given only to clients materially affected.

Neither MIS nor Client shall be responsible for any failure or delay in performance, or any loss or corruption of data resulting from events beyond their control, including (but not be limited to): hardware and/or communication line failures; theft, vandalism, or intrusion whether physical or electronic; strikes, lockouts, or riots; war, sanction, or other acts of government; epidemics, fire, or other disasters; earthquake, flood or other acts of nature.

MIS shall not be held liable for any email messages lost or rejected due to email address or domain name forgeries, misconfigured or invalid dns records, improperly configured white/blacklists, misconfigured or improperly run mail servers, and message misclassification. Some of the spam prevention techniques that we use require that the originating mail server follow the email standard and RFC's; failure to do so may result in lost or rejected email.

ACCEPTABLE USE - MIS reserves the right to immediately terminate, suspend, deny, and/or revoke all services being provided to Client and any enduring obligation on the part of MIS to provide those services, without compensation or warning, if Client engages in, causes or permits any activity that endangers, inhibits, degrades or disrupts MIS's reputation, good will, legal or financial standing, or ability to continue normal operations, including (but not limited to):

- storing, distributing, or processing in any way, objectionable material, including (but not limited to): lewd, pornographic, or adult-oriented material; satanic or cult material; violence or hate-oriented material; material judged to be threatening or obscene; material that would likely be highly offensive to the recipient thereof;
- performing, aiding or abetting any act or attempt to compromise the security, or inhibit, degrade or disrupt the performance of any computer resource anywhere, including (but not limited to): unauthorized use of other accounts or computers, unsolicited mass email (spam), infringement of trade secrets or copyrights, violation of any applicable laws, regulations, ordinances, statutes or treaties.

Interpretation, application and possible modification of this policy shall be at the sole discretion of MIS. MIS shall attempt in good faith to warn or suspend Client in lieu of termination, pending further action. Questions about any issue arising under this policy should be directed to MIS when an issue is first identified.

At its sole discretion, MIS may occasionally permit the sending of Confirmed Opt-In bulk email. *All other email marketing is prohibited.* MIS will consider a complaint by a recipient to be de-facto proof that the recipient did not subscribe or otherwise request the email(s). Unless and until Client can provide positive, verifiable proof to the contrary, Client's account will be terminated without refund, and all costs associated with any necessary corrective actions will be the responsibility of Client.

LINKS – MIS or Client may provide links to other World Wide Web sites or resources. Because MIS has no control over such sites and resources, Client acknowledges and agrees that MIS is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Client further acknowledges and agrees that MIS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

EMAIL FILTERING / VIRUS DETECTION - MIS relies on numerous advanced spam and virus detection software applications to filter incoming and outgoing email. MIS will make a best technical effort to ensure that no false positives are generated when attempting to detect spam or viruses in messages, but valid email may occasionally be misclassified. In no event shall MIS be liable for any special, incidental or consequential damages or lost profits resulting from delayed, interrupted, lost or rejected communications or data arising out of or in connection with use of this service.

PRIVACY - Any and all information provided by Client to MIS, and designated in writing by Client as confidential shall not be given, rented, loaned, sold or disseminated by MIS to any third party, except as permitted by Client or required by law. Client acknowledges that information posted to the World Wide Web at Client's request shall be readily available to the general public, and that MIS is not responsible for any consequences resulting from such posting.

OWNERSHIP - Unless and until the Client has paid MIS in full for associated development costs, MIS retains ownership of any and all intellectual property created by MIS for the Client including, but not limited to, design schemes, marketing tools, electronic text and image files, documents and applications. Client's ownership shall be limited to the final product only, and does not include ownership of any of the programs, libraries, tools, techniques or algorithms used in production.

WARRANTY - Other than warranties specified herein, MIS hereby disclaims all representations and warranties, express or implied, in reference to any and all services and resources provided by MIS, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. MIS will not be liable for any damage, loss, cost, or expense for breach of warranty.

TERMINATION - MIS shall have the right to terminate services at any time with 30 days written notice to Client. If MIS exercises this right, Client will receive a prorated refund of all prepaid fees within two weeks. If cancellation is a result of Client violating any of these terms and conditions, then no refund will be due. Client may cancel services at any time with 30 days written notice to MIS signed by a principle or account contact. If Client cancellation is in compliance with these terms and conditions, Client will receive a prorated refund, less \$20 cancellation fee, by company check or credit card return.

SIGNATURE - MIS shall have the right to require that a copy of this document be signed by an authorized Buyer of the Client in the space provided below, and returned to MIS prior to delivery of product or rendering of services. Any additions, deletions or alterations to these terms must be initialed and dated by both parties.

I have read, understand and accept the MIS terms and conditions as stipulated above:

Company Name (please print or type)

Name of Authorized Buyer (please print or type)

Signature of Authorized Buyer

Date