

CYBERNET SYSTEMS CORPORATION

NetMAX SERVER MONITOR SERVICES AGREEMENT

ENTIRE AGREEMENT

This Agreement constitutes the agreement between Cybernet Systems Corporation (“Cybernet”) and Customer (defined at the end of this agreement) regarding NetMAX Server Monitor Services and is in accordance with Cybernet’s Terms and Conditions of Sale (Attachment A). Cybernet reserves the right to modify the terms of this Agreement by giving thirty (30) days written notice to the Customer.

TERM

Services under this Agreement shall commence on the day NetMAX server units or software are received by the Customer and shall continue until terminated by either party upon giving thirty (30) days written notice to the other party. Cybernet reserves the right to terminate this agreement immediately for the following reasons:

1. Non-payment by Customer
2. Customer failure to abide by the Confidentiality section of this agreement
3. Customer failure to abide by Cybernet’s Terms and Conditions of Sale

THE SERVICES

Cybernet agrees to provide NetMAX Server Monitor Services as follows:

1. Monitor the following set of properties for the customer’s NetMAX server:
 - a. Uptime
 - b. Bandwidth usage
 - c. Status of key processes
 - d. NetMAX boot and NetMAX Volumes disk space usage
 - e. Status of RAID device(s)
 - f. Ability to respond to ping
2. A weekly report containing a summary of the properties above during the previous week. This report will be delivered via e-mail.
3. A customer web page. This web page will contain detailed information about the properties above. It will also include tools for customizing the service and providing information.
4. Storage of usage data in a secure manner at Cybernet for 1 calendar year.
5. Notification via phone page and e-mail of potential problems as detected from the monitored data.

6. Access to 24/7 support for NetMAX related problems. The fee for this support is posted on the NetMAX web site.
7. Automatic notification of security updates for the product. Notification will occur through the NetMAX interface and e-mail.
8. Free full software upgrades (released on approximately a yearly basis).

PAYMENT

For services to be rendered on behalf of Customer by Cybernet for the duration of this Agreement, Customer will pay a rate of \$37.50 per month for each NetMAX server to be monitored by Cybernet. Payment is due thirty (30) days from bill date upon credit approval.

If payment is not made within the thirty (30) days, the Customer will be notified in writing that they have thirty (30) days to pay the amount in full or have their services placed on hold until the entire payment has been made. During the additional grace period and potential on hold status, Cybernet will continue to hold backups of all data for the duration of one year.

RELATIONSHIP BETWEEN THE PARTIES

Cybernet and Customer are independent of one another and neither has the authority to bind the other to any third person or otherwise. Cybernet and Customer shall indemnify and hold each other harmless for any injuries or damages caused to any third person or party by the negligence or intentional act of the other contracting party. Customer may not delegate or subcontract any duties or assign any rights or claims without Cybernet's prior written consent.

LIMITATION OF LIABILITY

CYBERNET AND THEIR DISTRIBUTORS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR LOSS OF PROFITS, LOSS OF USE OR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION. IN NO EVENT SHALL THE LIABILITY OF CYBERNET AND THEIR DISTRIBUTORS ARISING FROM THE USAGE OF THE NETMAX SERVER MONITOR SERVICES EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER FOR ALL OR ANY PORTION OF THE NETMAX SERVER MONITOR SERVICES.

CONFIDENTIALITY

Cybernet, its agents and employees (collectively, "Contractor") acknowledge that it may have or obtain access to confidential information. Contractor and Customer agree that they (a) will not

use or further disclose this information other than as permitted by this Agreement or required by law; (b) will protect and safeguard from any oral and written disclosure all confidential information regardless of the type of media on which it is stored (e.g., paper, electronic, etc.) with which it may come into contact; (c) use appropriate safeguards to prevent use or disclosure of confidential information other than as permitted by this Agreement or required by law; (d) will ensure that all of its subcontractors and agents to which it provides information pursuant to the terms of this Agreement shall agree to all of the same restrictions and conditions to which Contractor and Customer are bound; (e) will report to each other any unauthorized use or disclosure immediately upon becoming aware of it; (f) make available information to Customer in accordance with this agreement; (g) upon termination of this Agreement, for whatever reason, it will return or destroy all confidential information, if feasible, received from, or created or received by it on behalf of Customer which Contractor maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, to extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and (h) will comply with all applicable laws and regulations. Contractor and Customer recognize that any breach of confidentiality or misuse of information found in and/or obtained from records may result in immediate termination of this Agreement and/or legal action.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Michigan. Any dispute concerning this Agreement shall be settled by binding arbitration in Ann Arbor, Michigan and conducted under the Commercial Arbitration Rules of the American Arbitration Association.

	CUSTOMER	CYBERNET
Company Name:	_____	_____
Signed:	_____	_____
Print Name:	_____	_____
Title:	_____	_____
Date:	_____	_____