

Dedicated Server Agreement of Centurion Systems, Inc.
1408 Live Oak Rd.
Castle Rock, CO 80104
USA

This Agreement ("Agreement") is between Centurion Systems, Inc., a Colorado corporation ("Centurion Systems, Inc.") with an office at 1408 Live Oak Rd., Castle Rock, Colorado 80104 and the party specified in the order form annexed hereto and incorporated herein by reference ("Order"). Such party shall be referred to herein as the "Customer" and shall enter into this Agreement by signing below.

For good and valuable consideration, the parties agree as follows:

1. SERVICES

Subject to the terms and conditions of this Agreement, Centurion Systems, Inc. will provide to Customer Internet facilities consisting of some or all of: connectivity, hardware management, software management, web hosting, and/or related services described in the plan selected by Customer from Centurion Systems, Inc.'s then published list of services offered from time to time ("Services"). The specific plan of Services to be provided initially to Customer shall be as selected in the Order and thereafter as established through correspondence between Customer and Centurion Systems, Inc..

2. TERM

The initial term of this Agreement shall be thirty (30) days. The Initial Term shall begin upon commencement of Service to Customer, provided, however, no Service shall commence unless and until Centurion Systems, Inc. receives and accepts a completed Order from Customer, plus payment in full for Services to be rendered during the Initial Term and any setup charges. Centurion Systems, Inc. reserves the right to reject any submitted Order for any or no reason prior to written acceptance thereof by Centurion Systems, Inc.. After the Initial Term, unless otherwise agreed to by the parties, this Agreement shall automatically renew for successive terms of equal length as the Initial Term unless terminated or canceled by either party only as provided in Paragraph 9 below. The Initial Term plus all successive renewal periods during which Service is provided shall be collectively referred to as the "Term."

3. FEES AND PAYMENT

All fees for Services rendered or provided to Customer shall be in accordance with Centurion Systems, Inc.' fee schedule then in effect, the terms of which are incorporated herein by reference. A fee schedule setting forth Centurion Systems, Inc.' current rates for Services is annexed to the Order. Centurion Systems, Inc. may, with 30 days notice to Customer, amend the Services and/or the rates and fees it charges for the Services. Fees for renewal periods after the Initial Term shall be due and owing immediately upon the first day of such renewal period. Customer will receive an invoice for the charges for the basic Services rendered or provided by Centurion Systems, Inc. for such renewal period, plus any additional Services rendered or provided by Centurion Systems, Inc. to Customer for the preceding month of the Term, and any other charges or fees then due hereunder. Payment in full of such invoiced amount is due upon receipt of the invoice. Credit card orders will be charged automatically to the card number on file for the amount of the invoice; if for any reason the card does not clear with the bank on three attempts, the account is subject to suspension. Should payment in full of any invoice not be received by

Centurion Systems, Inc. within ten (10) days after date of invoice, Centurion Systems, Inc. may impose a debt service charge equal to one and one-half percent (1.5%) of the overdue balance (or such lesser amount as may be required by law) for each month or fraction thereof the overdue amount remains unpaid. In addition, in the event that any amount due Centurion Systems, Inc. remains unpaid ten (10) days after presentation of an invoice to Customer, Centurion Systems, Inc., in its sole discretion, may immediately terminate this Agreement, and/or withhold or suspend Services. Suspension of service does not necessarily imply termination of this Agreement and service charges will continue to accrue as if no suspension had occurred. Reinstatement of service will require a \$50 reinstatement fee. All taxes, fees and governmental charges relating to the Services provided hereunder (other than income taxes of Centurion Systems, Inc.) shall be paid by Customer. Checks returned unpaid (NSF) will be assessed a \$20 charge. All payments are in U.S. currency. .

4. CONTENT AND CUSTOMER'S RESPONSIBILITY

Centurion Systems, Inc. will exercise no control whatsoever over, nor have any responsibility or liability whatsoever for, the content of the information passing through its network. Centurion Systems, Inc. shall make no effort to validate any information passing through its network for content, correctness, usability or for any other reason.

5. NO WARRANTY

Customer agrees to use Centurion Systems, Inc.' Services, and any information obtained through or from Centurion Systems, Inc., at Customer's own risk. Customer acknowledges and understands that neither Centurion Systems, Inc., nor any of its employees, representatives, agents or the like, warrant that the Services offered or provided hereunder will not be interrupted or be error free, nor do they make any warranty or representation as to the results that may be obtained from the use of the Service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Service, unless otherwise expressly stated in this Agreement. Centurion Systems, Inc. specifically disclaims all warranties of any kind, including, without limitation, the warranty of merchantability and fitness for a particular purpose, whether expressed or implied, for the Service it is offering or providing hereunder.

6. PROHIBITED USES

Customer shall not use Centurion Systems, Inc.'s Services in violation of Centurion Systems, Inc.'s "Dedicated Server Usage Policy" provided herewith.

7. LIMITED LIABILITY

Under no circumstances, including negligence, shall Centurion Systems, Inc., its officers, agents or anyone else involved in creating, producing or distributing the Service hereunder be liable to Customer or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, trebled, or punitive damages, that result or have alleged to have resulted from the use of or inability to use the Service; or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to Centurion Systems, Inc.' records, programs or services. Centurion Systems, Inc. further shall have no responsibility whatsoever to Customer or any third party for the accuracy or quality of information obtained

through or in connection with its Services provided hereunder. Notwithstanding the above, Customer's exclusive remedies for all damages, losses, costs or causes of actions from any and all claims, whether in contract, quasi-contract, statutory, tort including negligence, or otherwise, shall not exceed the aggregate dollar amount which Customer paid during the twelve (12) months immediately preceding the claim or the term of this Agreement, whichever is less.

8. INDEMNIFICATION

Customer shall defend, indemnify, save and hold Centurion Systems, Inc. harmless from any and all damages, demands, liabilities, losses, costs and claims, including, without limitation, reasonable attorneys' fees, compensatory damages, punitive damages, trebled damages, and statutory damages (hereinafter "Liabilities") asserted against Centurion Systems, Inc., its agents, its customers, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed by Customer, its agents, employees or assigns or any product distributed, offered or sold by Customer, its agents, employees or assigns.

9. TERMINATION

This Agreement may be terminated: (i) by the customer, without cause, by giving the other party 30 days prior written notice, any time after the initial contract term; (ii) by Centurion Systems, Inc., without cause, by giving the other party 30 days prior written notice; (iii) by Centurion Systems, Inc., at any time, upon 20 days' prior notice if in the sole judgment of Centurion Systems, Inc., Customer breaches any material provision of this Agreement and has not cured same by the end of the 20 days; (iv) by Centurion Systems, Inc. in the event of nonpayment by Customer as provided in Paragraph 3 above; and (v) by Centurion Systems, Inc., at any time, without notice, if, in Centurion Systems, Inc.' sole judgment, Customer is in violation of any terms or conditions of Centurion Systems, Inc.' Usage Policy.

10. ADDITIONAL TERMS AND CONDITIONS

Customer hereby acknowledges that it has received and reviewed a copy of Centurion Systems, Inc.'s "Dedicated Server Usage Policy" provided herewith and that the terms of the Dedicated Server Usage Policy are incorporated herein by reference. Centurion Systems, Inc. reserves the right to amend the Dedicated Server Usage Policy from time to time and Customer shall be bound by any such amendments. Customer shall have the obligation to periodically visit Centurion Systems, Inc.' Web site to review its Dedicated Server Usage Policy and to make certain Customer is in full compliance therewith. In the event of any inconsistencies between this Agreement and the Dedicated Server Usage Policy, the terms of the Dedicated Server Usage Policy shall govern.

12. NOTICE

All notices must be sent either in writing or by email, except as otherwise expressly provided herein that a notice must be in writing. All notices to Centurion Systems, Inc. shall be delivered to its address stated above or its email address as provided. All notices to the Customer shall be delivered to its mailing address or its email address as provided on the Order. The parties may change their respective address by notice delivered to the other party. All notices delivered in writing must be sent either by overnight courier or certified mail, return receipt requested. Evidence of successful transmission of all notices delivered by email must be retained by the delivering party.

13. MISCELLANEOUS

This Agreement sets forth the entire agreement between Centurion Systems, Inc. and Customer with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other prior writing between the parties. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless continue in full force and effect. Customer may not transfer or assign this Agreement without Centurion Systems, Inc.' prior written consent. This Agreement shall be governed by the laws of the State of Colorado and all claims concerning this Agreement shall be brought exclusively in the state or federal courts located in the County of Douglas in the State of Colorado. The parties hereby consent to submit to the jurisdiction of such courts and waive any personal jurisdiction or venue defenses concerning said forum.

Signed: _____

Name: _____

Company: _____

Title: _____

Date: _____