

1. The Agreement

- 1.1. This agreement for the provision of site hosting services (hereinafter: **the Agreement**) applies to the purchase from Aternus Networks (hereinafter: **the Company**) of all the services selected by the customer on the site hosting services Order Form (hereinafter: **the Order Form**), which was submitted to Aternus Networks in connection with site hosting services on Aternus Networks servers (hereinafter: **the Services**).
- 1.2. This Agreement is subject to the agreement for the supply of Internet Solutions from Aternus Networks, and in any case of discrepancy between the agreements, this Agreement will prevail.
- 1.3. Aternus Networks reserves the right to change the network and the means it uses to supply the Services, in cases including but not limited to adapting to advanced technologies, growth in demand on the network and supply of advanced services. Aternus Networks will take reasonable steps to inform the customer of any such planned change in the network and the means that may affect the Services provided as below.

2. Receiving the Service

- 2.1. The customer will be deemed to have accepted the terms of this Agreement if the following aggregate conditions are met:
 - 2.1.1. The customer has given Aternus Networks customer details and details of the means of payment to Aternus Networks (hereinafter: **the means of payment**) for charging for the use of the Services;
 - 2.1.2. The user name and access password have been accepted by the customer, in writing and/or verbally.
- 2.2. Acceptance of this Agreement by Aternus Networks may be subject, at the sole discretion of Aternus Networks, to satisfactory completion of the check of customer details and means of payment, as received from the customer on the Order Form.
- 2.3. The customer confirms and warrants that it has the authority and full right to enter into this Agreement.

3. Term

- 3.1. This Agreement will remain in force during the period defined by the customer in the Order Form (hereinafter: **the initial period**). This Agreement will be automatically renewed at the end of the initial period, on a monthly basis, unless one of the parties informs the other party in writing, twenty one (21) days in advance, of termination of the Agreement before the end of the Term. The initial period and any monthly extension will be collectively referred to as the Term of this Agreement.

4. Charging and Payment

- 4.1. During the Agreement's Term, the customer will pay the charges specified in the Order Form, under the terms stipulated in the Internet Solutions Agreement and the payment terms given to the customer.
- 4.2. The amount of the usage fee specified in the Order Form, or in the Domain Name Registration Form, is assured for the initial period of this Agreement. If the customer continues receiving the Service after the initial period, without making a new agreement or extending the agreement, the usage fee to be charged after the initial period will be determined according to Aternus Networks' tariffs for the Services at that time.

5. Disconnection or temporary stoppage of the Service due to non-payment

- 5.1. Aternus Networks may disconnect (temporarily stop) or limit its services to the customer, without prior notice, in each of the following cases:
 - 5.1.1. The customer fails to make any payment owed for the Service received on the date specified for payment under this Agreement;
 - 5.1.2. The customer uses the Services in a way that in the view of Aternus Networks is likely to interfere with services supplied by Aternus Networks to other customers, and/or constitutes a civil or criminal offense and/or provides a reasonable basis for suspicion that the customer is acting in a way contrary to the terms specified in **Section 11** of the Internet Solutions Agreement of Aternus Networks.
 - 5.1.3. If necessary for the execution of essential or immediate maintenance or setup activity on the systems used by Aternus Networks or during national emergencies or for reasons of national security.
 - 5.1.4. Such disconnection, stoppage or limitation does not detract from the customer's obligation to pay the Company, in addition to the debt itself, also interest on arrears, linkage differentials and collection charges, as specified in this Agreement.

6. Network Etiquette

- 6.1. The customer must comply at all times with the rules of conduct on the Internet (Network etiquette), as drawn up from time to time by Aternus Networks. Without detracting from the foregoing, Aternus Networks may take immediate action, including disconnection or temporary stoppage of all or some of the Services, or terminating the Agreement in the case of a warning of a possible breach by the customer of Network etiquette. If Aternus Networks takes action for a breach of Network etiquette, Aternus Networks will not reimburse the customer for any payments already made by the customer.

7. Cancellation policy

- 7.1. The customer may terminate the arrangement under this Agreement, providing that Aternus Networks is notified in writing twenty one (21) days in advance.
- 7.2. Any termination of the Agreement by Aternus Networks or by the customer will not release the customer from all the obligations for payments accrued before the termination.
- 7.3. Aternus Networks reserves the right to terminate this Agreement without explanation before the end of the Term, on written prior notice to the customer of twenty one (21) days.

8. Caching

- 8.1. The customer explicitly agrees that Aternus Networks will carry out caching of the customer's whole Internet site, including content supplied by a third party, which Aternus Networks is hosting under this Agreement; and agrees that such caching does not constitute a breach of the customer's intellectual property rights or the intellectual property rights of any third party.

9. Use of disk space and/or bandwidth:

- 9.1. The customer agrees that the use of disk space and/or bandwidth will be no more than the monthly quota for the Services as ordered by the customer on the Order Form. Aternus Networks will monitor the customer's use of disk space and/or bandwidth, and if either of them exceeds the pre-agreed monthly quota, Aternus Networks, at its sole discretion, may set additional payments, disconnect or temporarily stop all or some of the Services, or bring the Agreement to an end. If Aternus Networks chooses to take this action, the customer will not be entitled to any refund for payments made in advance before the said action was taken.

10. Restricted warranty

- 10.1. The customer understands and agrees that Aternus Networks has no control and/or responsibility with regard to the content and/or data passing through Aternus Networks' servers and/or over the Internet.
- 10.2. Aternus Networks, its employees, affiliates and similar bodies will not be responsible, explicitly or implicitly, including but not only for the degree of merchantability and/or suitability of the Services to the customer's specific purpose.
- 10.3. In addition, Aternus Networks, its employees, affiliates and similar bodies are supplying the Services "As is" and are not responsible for any disruptions and/or stoppages in supply of the Service; in addition, none of the above is responsible for any results that can be achieved by using the Services and/or for the accuracy, reliability or content of any information services or goods included in the Services or supplied through them. Aternus Networks is not responsible for the content and/or loss of data transferred to or from the customers, and/or stored by customers using the Services supplied by Aternus Networks.

11. Indemnification and compensation

- 11.1. In any case where the Services are used by the customer in a manner constituting a breach of this Agreement and/or a breach of any existing law (hereinafter: **a breach**), the customer must compensate Aternus Networks and indemnify it against any claims, legal proceedings, losses, damages or any proceedings whatsoever, whether legal or administrative, including but not limited to expenses incurred as a result of any of these, and legal fees. Claims for such breaches will include but not be limited to claims relating to damage to intellectual property rights, such as breach of trademark, breach of copyright and breach of patent, as well as costs for libel, breach of privacy or other damages and injuries.

12. Limitations on liability

- 12.1. Under no circumstances will Aternus Networks be responsible for any direct or indirect damage which may be caused to the customer or any third party as a result of the customer's contract with the company, and including inter alia but without detracting from the foregoing, direct or indirect damage, physical injury, loss of income in the customer's business, loss of data, stoppage of the customer's business, loss of business information and any monetary damage incurred by the customer or any third party, whether by contract or damages action, or in any other way, even if they have informed Aternus Networks of the possibility of this type of damage. In any event, Aternus Networks' only liability, whether according to laws of contract, damages or any other law, will be limited to the price actually paid for the Services provided by the company under this agreement, for the period of six months prior to the creation of the liability, or the sum of \$2,500, whichever is the smaller.

13. Force majeure

- 13.1. Aternus Networks will not be liable for any breaches or delays in performing its obligations under this Agreement in any case where such breach or delay is due to circumstances beyond its control, including but not limited to actions by any government agency or decision of any such agency, war, sabotage, fire, flood, strike or other interruption of work, interruptions or delay in transportation, non-availability, interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain the equipment required to operate the services.

14. Intellectual property

- 14.1. The customer undertakes and confirms that any use by the customer of the Services will not breach the intellectual property rights or other property rights of Aternus Networks or any third party. For the purposes of this Agreement, breach of intellectual property rights or other property rights, including breach of copyright, trademark, commercial secret, patent model and/or breach of any right of use granted for the addresses including the Domain Name and electronic mail addresses and/or such breach due to a breach of privacy.
- 14.2. The customer understands that Aternus Networks is the owner of and/or owner of rights to use any of the rights to and interests in all and/or part of the technology, including software forming part of the Services or provided with them, and all service marks or trademarks (jointly referred to hereinafter as protected intellectual property). Unless indicated otherwise in the Agreement, the customer will have no rights, claims or interests in the protected intellectual property or any related documentation, and is forbidden to copy, change or translate the protected intellectual property or documentation related to it; he is forbidden to decompile, change or execute reverse engineering on the protected intellectual property; forbidden to use the protected intellectual property except in connection with the Services mentioned above, and forbidden to give any person the right or possibility of doing so. Unless indicated otherwise in the Agreement, the customer is not authorized to distribute or authorize others to distribute the protected intellectual property in any manner whatsoever without the prior written consent of Aternus Networks; it is understood that nothing in the foregoing prevents the customer from using the protected intellectual property in connection with the Services included in the Agreement.
- 14.3. This clause will not lead to any termination, limitation, change, waiver or any effect whatsoever on any right or interest that the customer may have at present or is likely to acquire in the future relating to any third party software forming part of the Services or supplied with them, subject to the fact that those holders of third party licenses supply to the general public rights or interests in the third party software to the customer.

15. Confidential information

15.1. Each of the parties understands that in the course of performing their obligations under this Agreement, there may be access to certain customer information, including proprietary information which is intended to be exclusive, secret or confidential, including sole rights and the professional secrets of the other party (hereinafter: **confidential information**). Each of the parties agrees to maintain the secrecy of the confidential information and to use the confidential information solely as necessary, for legitimate business purposes under this Agreement. At the request of either of the parties, or in the case of early termination or expiry of the Agreement, each of the parties will return to the other party any confidential information in its possession at that time. Nothing in this Agreement prevents or limits the use by the parties of information which (a) is public or available by legitimate means; (b) is legally at the disposal of the receiving party, as can be proved from the records of the receiving party; (c) has been given to the receiving party with no restrictions of rights or secrecy by a third party legitimately holding the information and revealing it; (d) it appears in a written authorization as permitted for exposure; (e) has to be revealed according to the instructions of the authorities and according to any law.

16. Customer data

16.1. The customer is responsible for all its content that is on Aternus Networks servers, unless otherwise agreed in writing between the customer and Aternus Networks, and is also responsible for backup of its data.

17. The selected services

17.1. Business Hosting:

- 17.1.1. **Installing and updating the server:** Aternus Networks will construct a configuration for the server and prepare it for use. After that the customer will be solely responsible for management of content on the server.
- 17.1.2. **Maintenance services:** Aternus Networks will take care of maintenance services, as necessary and at its discretion for the essential and reasonable maintenance required for continued operation of the server. The customer understands that such maintenance may require down time of the server. Aternus Networks will make its best efforts to give prior warning of down time for maintenance, excluding situations that are beyond its control or where its ability to do so is limited.
- 17.1.3. **Overuse of the CPU:** The customer agrees not to perform excessive processing on any of the servers. Any breach of this undertaking will lead to steps being taken by Aternus Networks, at its sole discretion, including additional payment, temporary disconnection or stoppage of all and/or some of the Services, or terminating the Agreement.
- 17.1.4. **Electronic commerce:** The customer will be solely responsible for developing, operating and maintaining its Internet site and for all the products, content, services and information appearing on it (collectively referred to hereinafter as **the content**), including but not limited to: (a) the accuracy and suitability of content appearing on the site or linked to the customer's products and/or services; (b) ensuring that the content appearing on the site or linked to the customer's products does not constitute a disturbance or injury to the rights of any third party; (c) ensuring that the content appearing on the site or linked to the customer's products does not constitute libel and/or is not illegal in any other way. The customer will be solely responsible for calculating the tax relating to the import and/or sale of the products, if any. The customer will be solely responsible for receiving orders from buyers and filling them, and for handling any query or possible complaint from buyers.
- 17.1.5. In addition, the customer will be responsible for the security of all buyers' credit card numbers and any other buyer information to which the customer has access as a result of conducting electronic commerce on its Internet site. The customer will protect all such confidential information and use the same degree of care and security that it would use to protect its own confidential information.

17.2. Registering a Domain Name:

- 17.2.1. **Registrar services:** Aternus Networks will provide the customer with domain name registration services, for each request by the customer to register a domain name on the Internet. Since the domain name registration services are provided to the customer in the name of Aternus Networks, the customer agrees to pay Aternus Networks, before the registration of the desired domain name comes into force, the amounts specified at that time by Aternus Networks to be paid for the first registration of the domain name, and if the customer chooses to renew the registration, for each additional renewal of registration. The list of Aternus Networks' current tariffs for domain name registration is given under "Price List" on the Aternus Networks website. None of the payments are refundable, either wholly or in part, even if the registration of the customer's domain name is delayed, cancelled or transferred before the end of the customer's registration period. Aternus Networks reserves to itself the right to change tariffs, additional payments, renewal fees or to set new tariffs at any time, for any reason whatsoever, at its sole discretion. The domain name requested by the customer will only be registered after actual payment of the registration fee.
- 17.2.2. **Renewal:** The customer will receive notice of the date when renewal fees are due. If these payments are not made during the time specified in the second notice or reminder of registration renewal, the customer's domain name registration will be cancelled. Payments must be made using the payment means. Aternus Networks will renew the registration of the customer's domain name, unless the customer instructs Aternus Networks otherwise during the defined period.
- 17.2.3. **Transfer:** The customer will be responsible for all payments and costs connected to registration of the customer's domain name, including but not limited to all costs and payments involved in transferring the domain name. Under no circumstances will Aternus Networks be responsible for this cost.
- 17.2.4. **Use of personal information; updating information:** Aternus Networks will collect certain personal information from the customer during registration, including contact information such as name, address, e-mail address and telephone number (hereinafter: **the personal information**). The customer agrees and understands that Aternus Networks will share the personal information received from the customer or collected in connection with the customer during the registration process, including details of the customer's Primary Domain Name Server and so forth, or other information that Aternus Networks holds and shares with the world Internet organization ICANN (Internet Corporation for Assigned Names and Numbers) and/or with the

Israeli Internet Association (ISOC), with managers of registration and with other third party entities, as may be required or allowed by ICANN and/or ISOC and the valid laws and/or policy. The customer agrees and understands that Aternus Networks may and in certain circumstances is obliged to bring some and/or all of the personal information or other information about the registration of the customer's domain name to the knowledge of the public, or of third parties, in order to ensure the provision of the services and/or other purposes required by ICANN and/or ISOC and according to any law. **Aternus Networks uses Third Parties in order to provide Registrar services; the customer will have no direct access to its personal information and/or to information about the domain name registration held by the Third Party; for the purpose of reviewing, changing or updating such information, the customer should request support by sending a support email, to the address as available on the Aternus Networks website <http://atern.us>. In order to provide direct access to the registration information, including but not limited to name servers, the customer have to transfer his/her domain to a separate account at a Third Party, an action that may require additional cost to which the customer is solely responsible.** Aternus Networks will only use the data received from the customer in a manner compatible with the purposes and restrictions described in this Agreement. Aternus Networks will make its best efforts to protect the information it receives from the customer against loss, misuse, unauthorized access or exposure, change or destruction. The customer hereby waives any argument or cause for claim whatsoever that may arise due to exposure or misuse of the customer's personal information and/or information concerning registration of the domain name by Aternus Networks.

17.2.5. **ICANN and/or ISOCC guidelines:** In addition to the above and without detracting from it, the customer understands that ICANN and/or ISOC may determine guidelines, restrictions and/or requirements regarding the quantity and type of information that Aternus Networks may or must place at the disposal of the public or private bodies, and guidelines regarding the way in which such information becomes public. The customer gives its consent to placing the information at the disposal of the public and/or of private bodies as required, all subject to the guidelines, restrictions and legal demands regarding use of the information supplied by the customer in connection with domain name registration (including updates of such information), whether during the registration period of the customer's domain name, or afterwards.

17.2.6. **Accuracy of data:** The customer understands that deliberately inaccurate information, or a deliberate failure to update information, constitute a fundamental breach of this Agreement and will provide sufficient cause for termination of the domain name registration.

17.2.7. **Proprietary third party rights:** Aternus Networks does not warrant or promise that the customer's domain name will not affect trade names, trademarks or other third party proprietary rights. The customer agrees to be subject to the terms relating to the policy of settling dispute about domain names found at the following address:

ICANN - <http://www.icann.org/udrp/udrp.htm>,

ISOC - http://www.isoc.org.il/fs_isoc_about.html,

and other linked agreements to which the customer is asked to consent when registering a domain name.

18. Jurisdiction and applicable law

18.1. It is hereby agreed that the courts in Tel-Aviv will have jurisdiction regarding this Agreement and everything deriving from it. This Agreement is solely subject to the laws of the State of Israel and will be construed accordingly.

19. Amendment or waiver

19.1. Unless otherwise stated, no alternations may be made to this Agreement except by written consent of the customer and of Aternus Networks. It is hereby clarified that failure to exercise or delay in exercising any right, remedy or authority will not constitute a waiver of them, and also, partial exercise of any right, remedy or authority mentioned below will not prevent later or additional exercise of the rights mentioned above or exercise of any other right, remedy or authority deriving from this Agreement. Waiver by each of the parties of the time allocated for performance of each of the terms or actions required by the Agreement will not constitute waiver of the action or term itself.

20. Assignment of rights

20.1. This Agreement will be binding and valid between the parties and the customer may not assign any of its rights and/or duties under this Agreement without the prior written consent of Aternus Networks, which will not refuse to give its consent without reasonable cause.

21. Parties' address and notices

21.1. The addresses of the parties for the purpose of sending notices under this Agreement is as specified in the Order Form or any other address in Israel as notified in writing by one party to the other; any notice sent to the customer by Aternus Networks will be deemed to have reached the customer three business days from the date of being sent, if sent by post or to the customer's email address, and if delivered by hand or sent by facsimile – when the relevant confirmation of receipt is received.