



PO Box 903  
 St. Peters, MO 63376  
 Phone & Fax: (866)HENS-NET  
 (636)447-3030  
 www.hens-teeth.net

## Service Agreement

<b>Customer Name &amp; Address</b>  (Will be used for billing and contract notices)	
<b>Phone</b>	
<b>Fax</b>	
<b>Contact Person</b>	
<b>Email Address</b>	
<b>Domain Name</b>	
<b>Customer Type</b>	<input type="checkbox"/> For profit <input type="checkbox"/> Not-for-profit
<b>Payment Frequency</b>	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually
<b>Service Activation Date</b>	

Service	Monthly Fee	One-Time Fee

### General Terms and Conditions

- Hen's Teeth Network, Inc. ("HTN") exercises no control over, and accepts no responsibility for, the content of the information passing through HTN's computers and network. HTN (a) WARRANTS THE SERVICES IT IS PROVIDING AS DESCRIBED IN ITS "TERMS OF SERVICE" WHICH ARE PUBLISHED ON ITS WEB SITE, (b) MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OF IMPLIED, FOR THE SERVICES IT IS PROVIDING AND (c) DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Use of any information obtained via HTN network is at Customer's own risk. HTN specifically denies any responsibility for the accuracy or quality of information obtained through its services. HTN shall not be liable for any delay or failure in performance due to Force Majeure, which shall include without limitation acts of God, earthquake,

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labor disputes, changes in law, regulation or government policy, riots, war, terrorism, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or other occurrences which are beyond HTN's reasonable control.

2. All use of the HTN service must comply with the then-current version of the HTN Acceptable Use Policy ("AUP") and Terms of Service ("TOS") which are made a part of this Agreement by reference and are available at the following URL: [www.hens-teeth.net/html/legal\\_notices.html](http://www.hens-teeth.net/html/legal_notices.html). HTN reserves the right to amend the AUP and TOS from time to time, effective upon posting of the revised AUP and TOS at the URL or other notice to Customer. HTN reserves the right to suspend the service or terminate this Agreement effective upon notice for a violation of the AUP or TOS. Customer agrees to indemnify and hold harmless HTN from any losses, damages, costs or expenses resulting from any third party claim or allegation ("Claim") arising out of or relating to use of the service, including any Claim which, if true, would constitute a violation of the AUP or TOS.
3. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE SERVICE PROVIDED HERUNDER, INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGES FOR LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTIONS.
4. Payment is due 30 days after date of invoice unless otherwise indicated on the invoice. Accounts are in default if payment is not received by the due date indicated on the invoice. If payment is returned to HTN unpaid, Customer is immediately in default and subject to a returned check charge of \$25 from HTN. If an account is in default, HTN may, at its sole discretion, interrupt or terminate account's service. Such interruption does not relieve Customer of the obligation to pay the Monthly Fee. Only a written request to terminate Customer's service relieves Customer of the obligation to pay the Monthly Fee. Accounts in default are subject to an interest charge on the outstanding balance of the lesser of 1.5% per month or the maximum rate permitted by law. Minimum finance charge is \$5.00. Customer agrees to pay HTN its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under this Agreement. Prices are exclusive of any taxes which may be levied or assessed upon the services provided hereunder. Any such taxes shall be paid by Customer. If Customer is exempt from otherwise applicable taxes, Customer must submit its tax identification number and exemption certificate at the same time it submits this Agreement.
5. Billing for HTN service will commence as of the Service Activation Date. Service is invoiced monthly in advance and may be canceled only by 30 days' advance written notice. Monies paid for services are not refundable once paid.
6. Neither party may use the other party's name, trademarks, tradenames or other proprietary identifying symbols without the prior written approval of the other party. Customer may not assign or transfer any of its rights or obligations under this Agreement without the express, prior written consent of HTN; provided that Customer may assign or transfer this Agreement to any affiliate of Customer upon advance written notice to HTN. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by law.
7. This Agreement supersedes all previous and contemporaneous written and oral representations, understandings or agreements related to the subject matter herein and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Acceptance of this Agreement by HTN may be subject, in HTN's absolute discretion, to satisfactory completion of a credit check. Activation of service shall indicate HTN's acceptance of this Agreement. Use of the HTN service constitutes Customer's acceptance of this Agreement.

## **AGREED AND ACCEPTED BY CUSTOMER:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_