



## VPLS Reseller Rent2Own Program Terms and Conditions

The following terms apply to your participation in the VPLS Reseller Rent2Own (R2O) Program. By clicking "ACCEPT" you are agreeing to follow the terms and conditions in this Agreement. This Agreement is between VPLS Inc. and its affiliates (herein referred to as "VPLS" or "we") and the Customer or Reseller Partner who signs below (herein referred to as "Customer" or "Reseller" or "Reseller Partner").

1. Who can participate? Customer or Customer who purchases a Rent2Own designated server for a consecutive period of 12 months.
2. Definitions:

"Rental Server" refers to the service plan and server associated to the service plan that the customer has been paying for.

"Rent2Own" refers to this program in which a Customer becomes eligible for owning a server that has been rented for the defined period in time.

"RMU" refers to rackmount unit for servers in a cabinet

"Breadrack" refers to the rack that houses a server in tower format

"BRU" refers to breadrack unit in a server located in a Breadrack

"Colocation" refers to the customer renting rackmount space, power, bandwidth and IP addresses from VPLS at one of its data centers to house the Rental Server.

"My.Krypt" refers to VPLS control panel located at <https://my.krypt.com>

3. Relationship:

VPLS and Reseller Partner are independent contractors and nothing contained in these Terms and Conditions places VPLS and Customer in the relationship of principal and agent, master and servant, partners or joint ventures. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

4. Qualifications:

A Customer or Reseller Partner must purchase a Rent2Own service plans that meet the following criteria:

- Service plans must be active for 12 months consecutively

- Annual prepayment service plan must wait the duration of the term before the server is eligible to be removed from VPLS data centers
- Customer account must be in good standing with no past due invoices
- Customer must not have any active Abuse tickets related to the Rental Server

Current Rent2Own Servers include:

- Intel Atom 330 1.6GHz
- Intel Atom D510 1.66GHz
- Intel Atom D525 1.8GHz
- Intel Core2Duo 2.33GHz
- Intel Core2Duo 2.5GHz
- Intel Core2Duo 2.66GHz
- Intel Core2Duo 2.8GHz
- Intel Core2Duo 2.9GHz
- Intel Dual Core 2.5GHz
- Intel Dual Core 2.6GHz
- Intel Dual Core 2.7GHz
- Intel Dual Core 2.8GHz
- Intel Dual Core 3.0GHz
- Intel Core2Quad 2.4GHz
- Intel Core2Quad 2.66GHz
- Intel Core2Quad 2.83GHz

Customer is able to convert any active paid service plan from rental subscription to Rent2Own colocation service plan in which the customer will choose from the following service plan options and upgrades:

Space	Power	Bandwidth	IP Address	Cost per month
1 RMU/1BRU	208V/0.25A	5TB Standard Network	/29 subnet	\$30.00
1 RMU/1BRU	208V/0.25A	5TB Premium Network	/29 subnet	\$40.00
1 RMU/1BRU	208V/0.25A	10TB Standard Network	/29 subnet	\$50.00
1 RMU/1BRU	208V/0.25A	10TB Premium Network	/29 subnet	\$60.00

As part of the transfer of ownership, VPLS will audit the hardware installed in the server and remove any hardware that is not part of the original service plan. Customer can purchase the additional hardware at the following rates:

Hardware	Cost
RAM per 1GB	\$40.00
500GB SATA HARD DISK DRIVE	\$75.00
1000GB SATA HARD DISK DRIVE	\$125.00
2000GB SATA HARD DISK DRIVE	\$175.00
3000GB SATA HARD DISK DRIVE	\$300.00
4000GB SATA HARD DISK DRIVE	\$400.00
146GB SAS 10K RPM HARD DISK DRIVE	\$100.00
300GB SAS 10K RPM HARD DISK DRIVE	\$200.00
120GB SSD HARD DISK DRIVE	\$100.00
240-256GB SSD HARD DISK DRIVE	\$200.00
480-512GB SSD HARD DISK DRIVE	\$350.00
960GB SSD HARD DISK DRIVE	\$950.00
100Mbps NETWORK INTERFACE CARD	\$25.00
1Gbps NETWORK INTERFACE CARD	\$50.00
RAID CONTROLLER CARD	\$200.00

All pricing is exclusive of any Reseller Discount which can not be applied to any service plan or hardware costs related to the Rent2Own Program.

#### 5. Transfer of Ownership

VPLS hereby grants ownership of Rental Server from VPLS Inc., a California S-Corporation to Customer under the Terms and Conditions of this agreement. Customer is therefore solely responsible for the server hardware and software. If Customer wishes for VPLS to ship the server to the Customer the following fees apply: \$150.00 handling fee per rackmount or tower form factor server. Any server in node form factor or part of a larger cluster or servers will be replaced with a single rackmount form factor server. VPLS will copy the hard disk drive on behalf of the customer. Customer is responsible for all shipping charges, customs and import duty and insurance to final destination. VPLS releases all liabilities once the server has been shipped from VPLS' facility.

#### 6. Support

Since the Rent2Own server has been transferred to a Colocation service plan, the following support is included in all Colocation plans:

- 24x7x365 Support through My.Krypt
- 100% Network Uptime SLA
- 100% Power Uptime SLA
- Network and Power infrastructure troubleshooting
- Automated reboots through My.Krypt
- Automated server reformat to Linux through My.Krypt

- Access through Krypt's existing IPMI infrastructure
- Access to Krypt Out of Band Spider KVM
- Screen Readouts, Button Pushing
- Hot-Swap hard drive replacements / additions for customer supplied drives or purchased from VPLS
- Up to 4 manual reboots per month

Additional troubleshooting or remote hands services billed at \$45 per 30 minutes of work.

## 7. Software License

Subject to this Agreement and its terms, Customer agrees to remove all VPLS owned software and associated licenses and replace with their own copy of appropriate software. Customer will be responsible for all license costs, fees, audits and penalties if they fail to provide valid software license. Customer may continue to rent license fees from VPLS such as CPanel, Odin Plesk, DirectAdmin and Krypt Turbo. VPLS will not rent any Microsoft licenses to customer due to the provisions set forth by Microsoft under the terms of the Service Provider Licensing Agreement (SPLA).

## 8. Term and Termination

The initial term of this Agreement will begin on the date you click "Accept" to accept the terms and conditions of this Agreement and will continue for twelve (12) months. On expiration of the initial 12-month term, the Agreement will automatically renew for consecutive twelve (12) month renewal terms unless either party gives the other written notice of non-renewal at least thirty (30) calendar days prior to the expiration of the Initial Term or then-current renewal term, as applicable. Either of us may terminate this Agreement prior to expiration, with or without cause, by giving the other party thirty (30) calendar days advance written notice. Each of us agrees to stop using the other party's Marks as soon as reasonably possible following receipt of a notice of non-renewal or termination, and in all events by the effective date of expiration or termination of the Agreement.

## 9. Confidentiality

Each of us agrees not to use the other's Confidential Information except in connection with the performance of this Agreement, the exercise of our respective legal rights under this Agreement, or as required by law. VPLS may use your Confidential Information to the extent necessary to provide the services contracted for under a New Contract and as necessary to generally manage its business with respect to the provision of such services.

Each of us agrees not to disclose the other's Confidential Information to any third person except as follows: **(i)** to our respective service providers, agents, and representatives, provided that such service providers, agents, or representatives agree to confidentiality measures that are at least as stringent as those stated in this Agreement, **(ii)** to a law enforcement or government agency if requested, or if either of us reasonably believes that the other's conduct may violate applicable criminal law; **(iii)** as required by law; or **(iv)** in response to a subpoena, court order or other compulsory legal process, provided that each of us agrees to give the other written notice of at least seven (7) calendar days prior to disclosing Confidential Information under this Subsection (or prompt notice if seven (7) calendar days advance notice is not reasonably feasible), unless the law forbids such notice. Neither party will make any public statements, press releases or other public announcements regarding the parties' relationship and any terms and conditions under this Agreement without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

#### 10. Limitation of Liability and Warranties

IN NO EVENT WILL VPLS BE LIABLE TO CUSTOMER OR CUSTOMER OR ANY OTHER PERSON FOR ANY LOST PROFITS, LOST SAVINGS, LOST DATA, OR SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF VPLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, THE MAXIMUM AGGREGATE MONETARY LIABILITY OF VPLS AND ANY OF ITS EMPLOYEES, AGENT, SUPPLIERS, OR AFFILIATES, UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE SUM OF THE PAYMENTS MADE BY CUSTOMER TO VPLS DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH LOSSES OR DAMAGES ARE CLAIMED.

#### 11. Assignment and Subcontracting

This Agreement shall be binding upon and inure to the benefit of Customer, VPLS, and their respective successors, and assigns (subject to the following). Customer may not assign, license, sublicense or otherwise transfer this Agreement without the prior written consent of VPLS, which consent may be withheld at VPLS' sole discretion, provided that Customer shall have the right to assign this Agreement to a successor to Customer by merger or consolidation or to an entity that purchases the assets or ownership interests of Customer. VPLS may assign its rights and liabilities to any wholly owned subsidiary or any of VPLS' affiliate companies.

## 12. Indemnification of Company

Customer shall defend, indemnify and hold harmless Company, its affiliates and their respective present, former and future officers, directors, employees and agents, and their respective heirs, legal representatives, successors and assigns (collectively the “Company Indemnities”), from and against any and all losses, damages, costs, liabilities and expenses (including, without limitation, amounts paid in settlement and reasonable attorneys’ fees) which any of the Company Indemnities may suffer, incur or sustain resulting from or arising out of (i) Customer’s breach of any representation, warranty, or covenant contained in these Terms and Conditions, (ii) services provided by the Customer to any VPLS customer, and (iii) claims or actions of third parties alleging unfair or deceptive trade practices or false advertising in connection with statements or claims made by Customer pertaining to VPLS’ services.

## 13. Modification

Company may modify the content, terms, and conditions of this Rent2Own Partner Program from time to time. Any changes to service plan pricing or hardware upgrades will be sent out 30 days prior to the change in pricing in writing. Any existing pre-payment plans will not be effected until the renewal of the service plan.

## 14. Non-Solicitation

You agree that during the term of this Agreement (Initial Term plus any renewal terms) and for twelve (12) months following expiration or termination of this Agreement, you will not solicit or encourage any New Customer to move their Hosting Services account to another provider, unless VPLS has failed to perform its obligations under its agreement with the New Customer. Nothing in this Section prohibits the New Customer from initiating a move of its Hosting Services account, or prohibits you from soliciting the New Customer for services other than the hosting service for which the New Customer was referred.

## 15. Miscellaneous

