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## InterWorld Service Contract

InterWorld Communications a Creative Wireless, Inc company hereinafter referred to as InterWorld is pleased to offer the following service contract to \_\_\_\_\_ hereinafter referred to as subscriber.

1.) The terms of this contract shall be for Month-to-Month service. Your initial payment will include the setup fee (if applicable) plus 1<sup>st</sup> month service. Billing begins on the date that the Co-Location is setup by InterWorld. Either party may terminate this agreement with 60 days written notice.

The InterWorld Communications Co-Location Space is located at 4676 Admiralty Way, Marina Del Rey, CA 90292.

2.) Co-Location hosting service priced at \$125.00 per month for 2u rack of space, 1.5 amps of power, and \$150 a month for 10Mb/sec of bandwidth with 16 IP addresses totaling \$275 per month. Interworld reserves the right to change pricing upon 30 Days written notice.

Bandwidth is billed per base unit. After first unit has been reached, the excess usage units are billed in 250Kb/sec increments at \$15 per Megabit per Second.

Bandwidth is billed using the 95<sup>th</sup> Percentile billing method. After first unit has been reached, the excess usage units are billed in 250Kb/sec or fraction thereof increments.

3.) All traffic will be billed based on actual usage as determined by the InterWorld SNMP Management Software. Usage will be audited at the end of each calendar month. In the event that your traffic exceeds the Purchased Base Bandwidth maximum you selected by more than 20% in two consecutive months, your future Base Bandwidth Charges will automatically be adjusted to the higher bracket of charges. Any excess traffic billings will be due on or before the **10th Calendar day** of each month. Excess traffic billings will be billed on a separate e-invoice. There is no grace period for excess traffic billing payments. Excess traffic bills will be delivered to you by E-mail on the first working day of each month. InterWorld will not be responsible for billing notices not received.

4.) Payment shall be made to InterWorld by Cash/Check/American Express/Visa/MasterCard/Discover on or before the First day of each month. Payment for all services is due in advance of delivery of services. A courtesy invoice will be e-mailed to you 30 days in advance of your payment due date. InterWorld has a five calendar day grace period. Balances not paid before this grace period expires are subject to interruption without notice. Any interruption of service for non-payment will carry a minimum reinstatement fee of \$250.00, and will not be restored until the entire past due amount and the reinstatement fee has been received by InterWorld.

5.) Termination of this contract must be accompanied by full payment of the remaining term. Any termination notice received without full payment of the remaining term will not be accepted.

Customer Initials: \_\_\_\_\_

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InterWorld Initials: \_\_\_\_\_

6.) Normal escorted access to the Co-Location Space is from 9AM-6PM Monday through Friday excluding all InterWorld holidays. After hours access is available subject to employee availability and subject to the following charges:

6PM - 12Midnight Mon.-Fri. after hour's access @ \$75.00/Hr. (Two hour minimum)

12AM - 9AM Mon.-Fri. and all Weekends and Holidays @ \$125.00/Hr. (Two hour minimum)

7x24 unescorted access is available with the purchase of an access card: \$50.00 card issuance fee non-refundable and a \$200.00 security deposit.

Equipment removal requires a property removal pass be issued and may only be done during normal business hours 9AM-5PM Mon-Fri.

7.) InterWorld reserves the right to require additional payments in advance of your monthly service payment due date if your usage exceeds 150% of subscribed bandwidth. The amount of the additional payment required shall be calculated by taking the daily average usage and multiplying by 30. The amount of your additional deposit will be then equal to the difference between the amounts already paid and the extrapolated estimated monthly usage. InterWorld shall notify customer by telephone, E-mail, and/or Fax and/or U.S. Postal Service or any other normal delivery method if these requirements are applicable. Failure of customer to post the additional required deposit may cause interruption of service. Payments for these services are due on demand. Failure to make appropriate payment arrangements with InterWorld may result in interruption of service. InterWorld may withhold access to any customer server or customer content stored on its servers until full payment has been received. InterWorld may treat any customers as being in default when they exceed their subscribed bandwidth by more than 20% and no payment arrangements have been made.

8.) InterWorld from time to time may be required to physically move servers in order to accomplish maintenance. InterWorld reserves the right to relocate your equipment among its Co-Location space as InterWorld deems appropriate. InterWorld will attempt to advise you in advance of any movements and how this will effect your equipment.

9.) In the event that InterWorld Communications terminates this service for non-payment, InterWorld is entitled to collection of the full amount of the pro-rata service fees up to and including the date that service is disconnected plus its 60 Day Cancellation notice which includes the approximated bandwidth usage based on the past two weeks usage statistics extrapolated out through the 60 day termination period, and any and all collection costs including legal fees that may be incurred. No access to any equipment stored at InterWorld's Co-location will be granted until the entire unpaid balance has been paid. Storage for said equipment will be charged 1/10<sup>th</sup> of the monthly charge per day for rack space used. After 10 days, the equipment will be moved to dry storage and will be charged at 1/30<sup>th</sup> of the monthly charge per day for rack space used. Transportation charges will also apply. After 90 days the equipment will be considered abandoned and then will be property of Creative Wireless, Inc.

10.) Should any individual section of this contract be deemed to be invalid or unenforceable, the parties agree that all remaining sections of this contract will remain in full force. This Agreement and the legal relationship between the Parties shall be governed by the laws of the State of California. The parties hereby agree that should any legal actions arise with respect to this contract or any of its parts, Torrance, California, shall be the established venue for any filings. This Agreement is the sole Agreement between the Parties respecting the subject matter hereof. Subscriber has read this Agreement and fully understands the terms thereof. This Agreement supersedes all prior agreements and understandings, whether oral or written. This Agreement may only be changed or terminated in writing signed by both Parties.

The InterWorld Service Contract and the InterWorld Terms and Conditions of Connection documents represent the entire agreement between InterWorld Communications a Creative Wireless, Inc. company

Customer Initials: \_\_\_\_\_

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InterWorld Initials: \_\_\_\_\_

and \_\_\_\_\_.  
No changes may be made in this contract by oral agreement. All changes must be in writing and acknowledged by both parties in writing. All pages of each contract must be fully executed for this agreement to be valid.

By: \_\_\_\_\_

Name: \_\_\_\_\_ Witnessed By : \_\_\_\_\_

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

(InterWorld Use Only below this line)

\_\_\_\_\_

\_\_\_\_\_  
InterWorld Communications

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

Customer Initials: \_\_\_\_\_

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InterWorld Initials: \_\_\_\_\_