

AB Computer Solutions Ltd.

SERVICE AGREEMENT

AB COMPUTER SOLUTIONS provides web hosting services ("services") to one or more Clients (hereinafter called "Client").

We have the responsibility to protect each client and provide them with the best service possible. The following agreement therefore is meant to ensure that our services remain of the utmost quality. Please read very carefully before ordering and/or using AB's services.

This agreement represents the complete agreement and understanding between AB COMPUTER SOLUTIONS and Client and supersedes any other written or oral agreement. Upon notice published on its Website, AB COMPUTER SOLUTIONS may modify these terms and conditions, amplify them, and/or modify the prices, as well as discontinue or change services offered.

Under the terms of this agreement, Client placement of information on AB COMPUTER SOLUTIONS's servers is an acknowledgement that Client has read and understood this agreement, and that Client agrees to be bound by the terms and conditions contained herein. If Client do not wish to be bound by these terms and conditions, Client should not proceed to place any information of any kind on AB COMPUTER SOLUTIONS's servers, and should notify our accounts department by email: billing@ab.co.ug so that we can close Client's account.

1. USER CONDUCT

AB COMPUTER SOLUTIONS's services may only be according to the law. Any use of these services which violates any local or international laws which may apply to AB COMPUTER SOLUTIONS, or any jurisdiction that Client or Client's site may be subject to is strictly prohibited.

While using the service, Client may not:

- a) Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate international law, including without limitation to laws protecting intellectual property or copyright, trademark, trade secret, misappropriation and anti-dilution laws;
- b) Post, publish, transmit, reproduce or distribute any information or software which contains a virus or other harmful component; Post, publish, transmit, reproduce, distribute or in any way exploit any information, software, or other material obtained through the service for commercial purposes (other than as expressly permitted by the provider of such information, software, or other material)

AB COMPUTER SOLUTIONS reserves the right to remove any and all materials which infringe on copyright work. Such materials may be removed immediately upon receiving a valid complaint and or notice of copyright infringement.

2. INDEMNIFICATION

Client agrees to indemnify, defend, and hold harmless AB COMPUTER SOLUTIONS from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from Client's use of the service which damages either Client, AB COMPUTER SOLUTIONS, or any other party or parties without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with Client's account, including but not limited to domain name selection and Website content.

3. REFUSAL OR DISCONTINUANCE OF SERVICE

AB COMPUTER SOLUTIONS reserves the right to refuse or discontinue service to anyone at AB COMPUTER SOLUTIONS's sole discretion. AB COMPUTER SOLUTIONS may deny Client access to all or part of the service without notice if Client engage in any conduct or activities that AB COMPUTER SOLUTIONS, in its sole discretion, believes violates any of the terms and conditions in this agreement. AB COMPUTER SOLUTIONS shall have no responsibility to notify any third-party providers of services, merchandise or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. Client agrees that AB COMPUTER SOLUTIONS has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its

subscribers. AB COMPUTER SOLUTIONS reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

4. NO WARRANTIES

AB COMPUTER SOLUTIONS makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, no infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by AB COMPUTER SOLUTIONS or its agents or employees shall create a warranty. AB COMPUTER SOLUTIONS provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall AB COMPUTER SOLUTIONS be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from Client's use of or inability to use the service, or for third parties' use of the service to access Client's Web space, or to access the Internet or any part thereof, or Client's or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If Client are dissatisfied with AB COMPUTER SOLUTIONS service or any of its terms, conditions, rules, policies, guidelines, or practices, Client's sole and exclusive remedy is to discontinue using the service.

Client understands that by placing information on AB COMPUTER SOLUTIONS's servers that such information becomes available to all Internet users and that AB COMPUTER SOLUTIONS has no way of limiting or restricting access to such information or protecting such information from copyright infringement. Client assume total responsibility and risk for Client's use of AB COMPUTER SOLUTIONS's servers and the Internet. It is solely Client's responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through AB COMPUTER SOLUTIONS or on the Internet generally.

5. ECPA NOTICE

AB COMPUTER SOLUTIONS reserves the right to monitor any and all communications through or with our facilities. Client agrees that AB COMPUTER SOLUTIONS is not considered a "secure communications medium" for the purposes of the ECPA, and that no expectation of privacy is afforded.

6. IDENTIFICATION INFORMATION

Client agrees that Client as the person legally responsible for use of this account, are at least 18 years of age. Client agrees to supply AB COMPUTER SOLUTIONS with a current and truthful name, postal address and telephone number for AB COMPUTER SOLUTIONS's records, and Client has a continued obligation to keep this information current. Client also agrees that Client is an authorized user of any credit card that Client supplies to AB COMPUTER SOLUTIONS and agrees that AB COMPUTER SOLUTIONS has an obligation to fully investigate any possible fraudulent credit card use.

7. SECURITY

Client agrees:

a) that the security of Client's account is solely Client's own responsibility. Client further agrees that if Client believe the security of Client's account has been compromised in any way, Client will notify AB COMPUTER SOLUTIONS immediately in writing by registered mail, with return receipt, to AB COMPUTER SOLUTIONS, P.O. BOX 177, JINJA, UGANDA, EA. Client shall be held fully responsible for any misuse or compromise of Client's account for which AB COMPUTER SOLUTIONS is not properly notified.

b) not to provide or share access to Client's account to any third party, and that Client are responsible for any use of Client's account by any party to whom such access has been provided.

c) that AB COMPUTER SOLUTIONS has the right to cooperate in any government or legal investigation regarding any aspect of our services, including services sold to Client. Any use of our system to engage in software piracy or other violations of law will result in account suspension and will be immediately reported to the appropriate authorities.

9. BACKUP OF DATA

AB COMPUTER SOLUTIONS performs nightly backups of shared servers; however, these backups are for AB COMPUTER SOLUTIONS 's administrative purposes only, and are in NO WAY GUARANTEED! Client is responsible for maintaining their own backups on their own personal computers. AB COMPUTER SOLUTIONS does not provide any sort of compensation for lost or incomplete data in the event that backups do not function properly. We will do our best to ensure complete and accurate backups, but assume no responsibility for this duty. Always back Client's site up to Client's personal computer!

We make no guarantees about the availability of backups.

10. Excessive Resource User Policy:

Resources are defined as bandwidth, memory and/or processor utilization. AB COMPUTER SOLUTIONS offers a shared web hosting service in which environment Clients may share resources with other Clients, therefore it is imperative that AB COMPUTER SOLUTIONS control any excessive usage by Clients so that they do not disrupt the service quality of other Clients using the same resources. A website is considered using "Excessive amounts of resources" when it monopolies the resources available using 8% or more of system resources for longer than 60 seconds. There are numerous issues that could cause such problems, including but not limited to: cgi scripts, FTP, HTTP, etc. Any site that consumes over the account limit of bandwidth is also considered an "excessive resource" user. In the event of excessive resource usage AB COMPUTER SOLUTIONS may act in the following manner: if the excessive usage may cause a disruption of service to any other Client, AB COMPUTER SOLUTIONS may suspend that Client's account prior to notify that Client, AB COMPUTER SOLUTIONS may also contact the excessive usage Client prior to taking any action if AB COMPUTER SOLUTIONS feels that the excessive usage will not interfere with the service of any other Client. Client suspensions prior to notification by AB COMPUTER SOLUTIONS is rare and is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Client whom is using "excessive resources" may be asked to upgrade his/her package to one of our dedicated server packages to reduce their excessive usage utilization in the future. AB COMPUTER SOLUTIONS will be the sole and final arbiter as to what constitutes a violation of this policy.

11. Fair Use Policy:

CLIENT agrees to use the storage space provided to Client by AB COMPUTER SOLUTIONS for the purposes of hosting CLIENT's website. CLIENT agrees not to use our hosting services for personal file storage and doing so is prohibited and will, to AB COMPUTER SOLUTIONS's discretion, result in suspension and/or termination of CLIENT's account with or without notice nor compensation to CLIENT. Some examples that may warrant an account suspension/termination include, but is not limited to: Files containing pornographic content, videos, pictures; Files containing copyrighted content, videos, music Warez and illegal/un-licensed/pirated software; File upload, sharing, archive storage, backup, mirroring, and distribution sites; Sites created for the intent to drive traffic to another site.

12. CONTENT

All services provided by AB COMPUTER SOLUTIONS may only be used for lawful purposes.

The Client agrees to indemnify and hold harmless AB COMPUTER SOLUTIONS from any claims resulting from the use of our services.

Use of AB COMPUTER SOLUTION's services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of Client's account. Any account found to be in violation of another's copyright will be expeditiously removed, or access to the material disabled. Any account found to be in repeated violation of copyright laws will be suspended and/or terminated from our hosting. If Client believe that Client's copyright or trademark is being infringed upon, please email abuse@ab.co.ug with the information required.

AB COMPUTER SOLUTIONS services, including all related equipment, networks and network devices are provided only for authorized Client use. AB COMPUTER SOLUTIONS systems may be monitored for all lawful purposes, including to ensure

that use is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. Use of AB COMPUTER SOLUTIONS system(s) constitutes consent to monitoring for these purposes.

Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of Client's direct control must be with expressed written consent from the third party. AB COMPUTER SOLUTIONS may, at its discretion, request and require documentation to prove access to a third party network or system is authorized.

We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene, threatening, illegal, or violates our terms of service in any manner may be removed from our servers (or otherwise disabled), with or without notice.

Failure to respond to email from our abuse department within 48 hours may result in the suspension or termination of Client's services. All abuse issues must be dealt with via support ticket/email and will have a response within 48 hours.

If in doubt regarding the acceptability of Client's site or service, please contact us at abuse@ab.co.ug and we will be happy to assist Client.

Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography (Lolita):

Any site found to host child pornography or linking to child pornography will be suspended immediately without notice.

Violations will be reported to the appropriate law enforcement agency.

It is Client's responsibility to ensure that scripts/programs installed under Client's account are secure and permissions of directories are set properly, regardless of installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as user name and password. It is required that Client use a secure password. If a weak password is used, Client's account may be suspended until Client agrees to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and Client's password is found to be weak, we will notify Client and allow time for Client to change/update Client's password.

13. TRANSMITTAL OF MATERIALS

Client agrees not to transmit unsolicited or prohibited advertising or other harassing or illegal materials through electronic mail, Usenet postings, or other Internet media. The use of AB COMPUTER SOLUTIONS or any other service with reference to services obtained through AB COMPUTER SOLUTIONS, for unsolicited mass mailings, postings, or other activities considered an annoyance to others, commonly referred to as "spamming" is strictly prohibited and may cause Client's services to be terminated immediately and without warning, and Client will be held fully responsible for any damages to Client, AB COMPUTER SOLUTIONS, or any other party or parties resulting from any such conduct.

14. PAYMENT

a) Client agrees to supply appropriate payment for the services received from AB COMPUTER SOLUTIONS, in advance of the time period during which such services are provided. Client agrees that all setup fees are non-refundable once setup is completed. Client agrees that until and unless Client notify AB COMPUTER SOLUTIONS of Client's desire to cancel any or all services received, those services will be billed on a recurring basis. Client agrees that if Client is paying by credit card, prepayments will be billed and charged automatically, and that AB COMPUTER SOLUTIONS may apply the amount due to the provided card at any time.

b) The client has full rights over the domain name and is free to transfer domain administration and hosting to another provider as long as all outstanding payments have been made, including fees for late renewal of domain names, or redemption of domain name when that is applicable.

14.1. REACTIVATION

AB COMPUTER SOLUTIONS may or may not require a reactivation fee when a Client account/s is/are suspended. AB COMPUTER SOLUTIONS at its discretion may or may not charge, and when applicable, to cover any administrative costs associated with the offense/violation, as determined by AB COMPUTER SOLUTIONS.

15. TERMINATION

15.1 Without Cause. This Agreement may be terminated by either party at any time during any Renewal Term for any or no reason upon either party giving to the other no less than five (5) days' prior email notice of termination. No matter which party terminates the Agreement pursuant to this Section 15.1, any and all payment obligations of Client under this Agreement for Service(s) provided through the date of termination will immediately become due, and Client shall be required to prepay for any portion of the Services that have not been paid for and are to be rendered during such five (5) day period.

15.2 For Cause. In addition to any other rights it may have under this Agreement or applicable law, Client may immediately terminate this Agreement or suspend service, effective without notice, in the event of (i) a default in payment, or (ii) Client's breach or failure to comply with the TOS or other policies of AB COMPUTER SOLUTIONS. Client may terminate this Agreement if AB COMPUTER SOLUTIONS breaches any material term or written notice of same. If this Agreement is terminated by AB COMPUTER SOLUTIONS under this Section 15.2, all balance of the then current term shall immediately become due and payable. In addition to the foregoing, AB COMPUTER SOLUTIONS reserves the right to prohibit any conduct or to remove any materials or content in violation of the of this agreement which AB COMPUTER SOLUTIONS believes in its sole discretion to be illegal or potentially harmful to others or may expose AB COMPUTER SOLUTIONS to harm or liability.

15.3 No Liability for Termination. Neither party will be liable to the other for any termination or expiration of any Services of this Agreement in accordance with its terms.

15.4 IP Address. Upon expiration, cancellation or termination of this Agreement, Client shall relinquish any Internet protocol ("IP") numbers, address or address blocks assigned to Client by AB COMPUTER SOLUTIONS or its network services supplier (but not the URL or top level domain connected therewith). AB COMPUTER SOLUTIONS reserves, in its sole discretion, the right to change or remove any and all such IP numbers, addresses or address blocks.

16. ASSIGNMENT

Client may not assign this Agreement or any of Client's rights or obligations hereunder without the prior written consent of AB COMPUTER SOLUTIONS, and any such attempted assignment shall be void. This Agreement shall be binding upon the parties' respective successors and permitted assigns.

17. PRIOR AGREEMENTS

This agreement supersedes any written, electronic, or oral communication Client may have had with AB COMPUTER SOLUTIONS or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

18. SEVERABILITY

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

19. APPLICABLE LAW, JURISDICTION, AND SERVICE

This agreement shall be governed by the applicable laws of Kampala, Uganda. Client agrees that all services provided by AB COMPUTER SOLUTIONS shall be deemed to have been requested and provided in the Uganda. Client further agrees that the Kampala High Court shall have personal jurisdiction over Client and exclusive subject matter jurisdiction over any and all controversies or claims arising from or relating to this agreement or the services provided by AB COMPUTER SOLUTIONS. Client agrees to accept service of process related to this agreement by ordinary mail, postage prepaid, to the most recent address provided by Client.

20. ACKNOWLEDGEMENT

By placing an order or continuing to use services of AB COMPUTER SOLUTIONS, Client are stating and acknowledging that Client have read the aforementioned terms and conditions and that Client understand them.