



TTG

(THORS THUNDER GAMING)

Hosting and Server Management Solutions for Your Growing Business.

3 MONTH DEDICATED WINDOWS SERVER AGREEMENT

This agreement entered into as of _____ ("Agreement Date") by the undersigned parties (referenced as "Thors Thunder Gaming" and "Client" respectively) for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Client will comply at all times with the Terms and Conditions as posted on Thors Thunder Gaming's website (<https://thorsthundergaming.enjin.com/> home). The Terms and Conditions are incorporated into and made part of this agreement by reference.

It is the intent of TTG to set up a server for the exclusive use for _____ during the term of this agreement. TTG will provide Client's server access to TTG's Internet Bandwidth ("Network"). Access to the TTG'S Network will commence within no more than 48 hours of receipt by TTG's of the setup charge and this signed agreement.

The Dedicated Server Agreement will be in force for a 3 month trial term commencing on the date the agreement is signed by the client. At the end of the term, this contract will renew on a monthly basis at standered rates of one chose server and may be cancelled by either party with thirty (30) days written notice and with no termination fee; however, any unpaid balance will be due at that time.

The server will be placed at TTG's hosting facility. In the event that TTG requires that the equipment be moved to another TTG facility, TTG will cover the moving costs of such relocation. Client may experience downtime during a transition of this type. Any administrative updates or changes as a result of the move to a new location are the sole responsibility of Client.

Entire Agreement and Waiver:

This agreement constitutes the entire agreement between TTG and Client with respect to the subject matter hereof. All prior agreements, representations and statements with respect to such subject matter are superceded. Any failure of either party to exercise or enforce its rights under this agreement shall not act as a waiver of subsequent breaches.

Client Contacts:

Client authorizes the specific individuals listed below to act on its behalf in connection with the matters listed. TTG will not take any direction from individuals not listed here. If Client desires to have other individuals act on its behalf, it shall deliver that individual's name, phone and fax numbers and email address to TTG.

1. **Third Party Software Prohibited**

- (a) Client is strictly prohibited from installing any third party software on TTG servers without the express written authorization of TTG.
- (b) In the event that the authorized third party software disrupts TTG's server,TTG shall have the right to temporarily disable the software until the problem can be resolved.
- (c) In the event that the Client installs third party software on TTG servers without the express written authorization of TTG, TTG shall have the right to terminate the Services without notice pursuant to section 17 herein.

2. **Client Content**

- (a) The Client acknowledges that responsibility for all content provided by the Client to the TTG for the performance of the Services or otherwise included in the server the “Client Content”) is the sole and exclusive responsibility of the Client and that TTG will not be held responsible in any way for any copyright infringement or violation, or the violation of any other person’s rights or the violation of any laws, including but not limited to infringement or misappropriation of copyright, trademark or other property right of any person or entity, arising or relating to the Client Content.
- (b) The Client acknowledges and agrees that TTG may elect at its sole discretion to monitor the Client Content. TTG shall have the right, but not the obligation, to remove Client Content which is deemed, in TTG's sole discretion, harmful, offensive, in violation of any provision of this Agreement or breaches any law.
At no time will there be pornographic material on ones server or sites run by server
- (c) The Client agrees to indemnify and save harmless TTG from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any such Client Material provided by the Client.

3. **Compliance with the Law**

- () The Client acknowledges and agrees that TTG may elect at its sole discretion to monitor the activities of the Client on it server. Client agrees to use the Services and the server for legal purposes only. In the event that TTG becomes aware or reasonably believes, in its sole discretion, that the Server or website run by server is being used for pornographic material or illegal purposes, TTG shall be entitled to immediately terminate the Agreement and the Services without notice in addition to any remedies to which it may be entitled under law.
- (b) The Client agrees to indemnify and save harmless TTG from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any illegal use of the Servers or the Website client server is runin

server prices

Client 1st Virtual Windows Server Rental Costs

90 days at \$1.00 per day = \$90.00

Set up fee = \$60.00

Total = \$150.00

AFTER 90 DAYS TRIAL SERVER RENTAL

Virtual Windows Server Rental per month =\$75.00
with (1) 35 slot Teamspeak server included

Sign and email to thorsttgaming@Gmail.com

Parties to the Agreement:

Client Name and Address Phone: _____ Fax: _____	TTG thorsttgaming@gmail.com
Client Authorized Signature	TTG'S Authorized Signature
Signatory's Printed Name	Signatory's Printed Name
Date Signed	Date Signed

