



## Shared Hosting Agreement

This Agreement ("Agreement") is between Abacus America, Inc. (which may be doing business as Aplus.net, Names4Ever, Web Image, Cedant, or other "fictitious" names, and which is referred to in this Agreement as "Aplus.net") and you.

- 1. Services:** Aplus.net will provide you with the shared web hosting services you select for your web hosting plan, including bandwidth, email addresses, and hard drive space. Aplus.net will also provide reasonable customer support during our standard customer support hours for the shared web hosting services you select.
- 2. Use:** You agree to use only the services included in the web hosting plan you select. You agree not to run any "server applications" including any program or script that opens a port on the shared hosting server such as IRC servers, IRC proxies, and IRC bots. In addition, you agree not to share your shared web hosting space with others or to subdivide and resell your shared web hosting space.
- 3. Automatic Account Upgrade.** You understand and agree that Aplus.net may automatically convert your shared web hosting account to a higher cost shared web hosting plan if your use of bandwidth, email addresses, hard drive space, or other services exceeds that allotted for your current shared web hosting account, and that you will be responsible for the higher cost of the upgraded plan.
- 4. Limited License:** You hereby grant to Aplus.net a limited, royalty-free, non-exclusive license to use, translate, reproduce, publish, distribute, sub-license, exploit, and/or create derivative uses of your web site and web site content anywhere, for any purpose, and in any form, medium, or technology now known or later developed throughout the universe for the sole purpose of providing shared web hosting services under this Agreement.
- 5. The Aplus.net Terms of Service Agreement ("TOS")** ([www.aplnet/docs/legal/TOS.pdf](http://www.aplnet/docs/legal/TOS.pdf)) is incorporated by reference into this Agreement. By agreeing to the terms of this Agreement, you are thereby agreeing to this Agreement, the TOS, and Aplus.net's Legal Infringement Policy ([www.aplnet/docs/legal/lip.pdf](http://www.aplnet/docs/legal/lip.pdf)) and Privacy Policy ([www.aplnet/docs/legal/privacy.pdf](http://www.aplnet/docs/legal/privacy.pdf)) (both of which are incorporated by reference into the TOS).