

Master Service Agreement

This **Master Service Agreement** is by and between

VIRE Technologies, Ilc.
4089 Milford Lane
Aurora, IL 60504
("US", "WE", "OUR")

and

[customer name]
[customer address]

("You", "Your Comapany").

VIRE Technologies, Ilc and You agree to the following provisions:

BY Checking "I have read and Agree to the [Service Agreement](#) " AND USING VIRE Technologies, Ilc SERVICES, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. You agree you shall use the OUR services only for lawful purposes.

1. Provision of Services.

VIRE Technologies, Ilc agrees to provide You services as described by the Service Level Agreement and the plan You choose, in exchange for your payment for the Services, your compliance with the terms and conditions of this Agreement, your services will begin once VIRE Technologies, Ilc receives the payment and a signed copy of this License agreement signed by Your Company's representative.

2. Agreement Term.

Agreement Term is defined in the package selected. If You choose a plan with month to month agreement term you can cancel the plan anytime you like without any penalties, but You will still be liable for fees and charges for the month in which this agreement is terminated.

If you choose a plan with a certain length of agreement term and decide to terminate early You agree to pay all the penalties and costs involved in such kind of termination.

3. Automatic Renewal.

Unless this Agreement is earlier terminated in accordance with its terms or unless a specific new Agreement term is requested by You, this Agreement shall automatically renew at the end of each

prior Agreement Term, for one calendar month, whichever is longer. When a new Agreement term begins, the then current Master Service Agreement and Service Level Agreement shall apply.

4. Termination of Agreement without cause.

VIRE TECHNOLOGIES RESERVES THE RIGHT TO TERMINATE THE AGREEMENT BETWEEN YOU AND US WITHOUT ANY CAUSE. TERMINATION OF YOUR ACCOUNT WILL NOT CANCEL OR WAIVE ANY FEES OR OBLIGATIONS OWED TO VIRE TECHNOLOGIES, LLC PRIOR TO OR AT ACCOUNT TERMINATION.

YOUR DATA, CONTENT, AND ACCOUNT SETTINGS ARE IRREVOCABLY DELETED AFTER ACCOUNT TERMINATION, INCLUDING BUT NOT LIMITED TO, WEB SITE CONTENT, DATABASES, AND EMAIL MESSAGES. SECURING ALL NEEDED DATA FROM YOUR ACCOUNT PRIOR TO ACCOUNT TERMINATION SHALL BE SOLELY YOUR RESPONSIBILITY.

4.1 Termination by You without cause.

You may terminate this Agreement at any time without cause by contacting VIRE Technologies, LLC at support@viretechnologies.com. A written confirmation of termination signed by a Your representative must also be mailed to us. For month to month hosting plans, termination of your account without cause will incur regular charges till the end of the billing cycle.

If you terminated a specified length agreement without any cause you will be responsible for the charges till the end of the current billing cycle plus 2 months of charges that You pay for your services.

4.2 Termination of Agreement by VIRE Technologies, without cause.

VIRE Technologies, llc reserves the right to terminate this Agreement without cause by providing written or electronic mail notice of termination to Your primary contact's email address not less than ten calendar days prior to the effective termination date.

For month to month hosting plans, VIRE Technologies, llc shall refund paid fees for the time the services provided by us were not accessible by you due to termination.

For specified length hosting agreements VIRE Technologies, llc will not charge you for the services for the month your services were terminated.

In no event shall the refund be greater than the hosting fees paid during the month the Agreement Term is terminated.

5. Termination for cause.

If You would like to terminate your account for Our violation of the terms of this Agreement or the Service Level Agreement, You shall provide to VIRE Technologies, Ilc Legal Department in writing, via electronic mail (legal@viretechnologies.com) or via certified mail, the details of the Our violation and allow the Us a reasonable time to fix any such violation prior to termination of your account.

VIRE Technologies, Ilc RESERVES THE RIGHT TO TERMINATE SERVICES TO YOU IMMEDIATELY AND WITHOUT PRIOR NOTICE (TERMINATION FOR CAUSE) FOR ANY OR ALL OF THE FOLLOWING REASONS:

ANY BREACH OF THIS AGREEMENT, WHICH INCLUDES BUT IS NOT LIMITED TO VIOLATION OF THE VIRE Technologies, Ilc ACCEPTABLE USE OR FAILURE TO COMPLY WITH VIRE TECHNOLOGIES, LLC NO SPAM POLICY;

OR

FAILURE TO PROVIDE AND KEEP CURRENT ALL YOUR CONTACT AND BILLING INFORMATION.

OR

FAILURE TO PAY YOUR HOSTING FEES AND DUES ON TIME.

IN THE EVENT OF TERMINATION FOR CAUSE, VIRE TECHNOLOGIES, LLC SHALL NOT REFUND ANY PAID FEES. TERMINATION FOR CAUSE WILL NOT CANCEL OR WAIVE ANY FEES OF DUES BY YOU TO VIRE TECHNOLOGIES, LLC

6. Payment Terms; Excess Use Charges.

You agree to be billed or invoiced for all recurring and one-time charges, including but not limited to late fees and termination charges, via your credit card or by invoice sent to You for all Our services ordered by You and Your assigned representatives and for any fees You owe to VIRE Technologies, Ilc.

You further agree to be billed for any additional services ordered at the time the additional services are ordered at a pro-rated charge till the end of your current billing cycle and any setup charges that are associated with those services, which will turn into a full billing at the beginning of each billing cycle.

You agree to monitor your account and maintain all the limits specified in the plan details. In the event your usage exceeds these limits for your plan, You agree that VIRE Technologies, LLC may charge You for such excess usage via your credit card or Invoice at the rate published on VIRE

Technologies, llc web site. Usage and excess charges will be based solely on VIRE Technologies statistical information softwares.

7. Taxes and other Fees.

VIRE Technologies, LLC will not be liable for any taxes or other charges that you may face by using our services. You agree that you will be responsible for all such charges.

8. Disclaimer of Warranties; Limitation of Liability.

VIRE TECHNOLOGIES, LLC PROVIDES SERVICES AS IS AND WITH ALL RISKS.

YOU EXPRESSLY AGREE THAT USE OF THE VIRE TECHNOLOGIES, llc SERVICES IS AT YOUR SOLE RISK.

VIRE Technologies, LLC , its agents, affiliates, vendors and any other individuals or organizations do not warrant that the service will be interruption or error free. Neither do they warrant any gains by using the services provided by VIRE Technologies, LLC.

VIRE Technologies, llc, its agents, affiliates and vendors shall not be liable for any indirect, incidental, special, punitive, exemplary or consequential damages, including but not limited to damages for lost profits, business interruption, loss of programs or information, data etc, that result from the use or inability to use the Services from mistakes, omissions, interruptions, deletion of files or directories, errors, defects, delays in operation, or transmission, or for any failure of performance, regardless of whether the VIRE Technologies, llc has been advised of such damages or their possibility, or whether the above events are limited to acts of God, communication failure, theft, destruction, or unauthorized access to the VIRE Technologies, llc records, programs, or the Services, whether in contract, tort or otherwise.

You agree that the VIRE Technologies total liability and your sole rights for any non-accessibility to the Services or other downtime is limited to the rights listed in the Hosting Service Level Agreement.

In no event shall the VIRE Technologies, LLC liability exceed the total aggregate amount paid by You to the VIRE Technologies, LLC under this Agreement during the Agreement Term, including all fees, attorney fees, and costs.

VIRE Technologies, LLC will exercise no control over the content of the information passing through VIRE Technologies, llc network except those controls expressly provided herein.

9. Patents, Copyrights, Trademarks, and Other Intellectual and Proprietary Rights.

Except for rights expressly granted herein, this Agreement does not transfer any intellectual or

other property or proprietary right to You. You agree that all right, title, and interest in any Services, including their constituent parts, provided to You are the property of the VIRE Technologies, Ilc, its agents, affiliates and vendors. The Services and their constituent parts are only for your use in connection with the Services provided to You as outlined in this Agreement.

You expressly warrant and represent to VIRE Technologies, LLC that You have the right to use any patented, copyrighted, trademarked or proprietary material which You use, post, or otherwise transfer to or by way of the Our servers. Breach of this warranty shall be a material breach of this Agreement.

10. Hardware, Equipment, and Software.

You are responsible for and must provide all phones, phone services, computers, software, hardware, and other services necessary to access VIRE Technologies, Ilc servers including adequate Internet connectivity necessary for You to access the Services fully. VIRE Technologies, LLC makes no representations, warranties, or assurances that your equipment will be compatible with the Services.

11. Age and Capacity.

You expressly represent and warrant that You and any person to whom You grant access to your Company account have reached the age of eighteen and that You are not subject to an limitation on your ability to enter into this Agreement.

12. Indemnification.

You agree that You shall defend, indemnify, save, and hold the VIRE Technologies, LLC harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, asserted against VIRE Technologies, Ilc, its agents, servants, officers, and employees, that may arise or result from any provision of the Services to You or performed or agreed to be performed on your behalf or any product or service sold by You, your agents, employees, or assigns.

Without limiting the foregoing, You agree to defend, indemnify, and hold VIRE Technologies, LLC harmless against liabilities arising out of:

- (i) any injury to person or property caused by any products sold or otherwise distributed in connection with the Services provided to You;
- (ii) any material supplied by You infringing or allegedly infringing on the property or proprietary rights of a third party;
- (iii) copyright infringement; and

(iv) any defective product which You sold or distributed by means of the Services.

13. Miscellaneous.

Governing Law; Jurisdiction; Forum. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois without regard to its conflicts of laws or its principles. You agree, in the event any claim or suit is brought in connection with VIRE Technologies, LLC provision of the Services to You, to submit to the jurisdiction of the state of Illinois, and agree to the courts of Du Page County, Illinois as the appropriate forum.

Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other provisions of this Agreement, and this Agreement shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

Waiver; No Oral Modification. No waiver by VIRE Technologies, LLC of any breach by You of any of the provisions of this agreement shall be deemed a waiver of any preceding or succeeding breach of this agreement. No such waiver shall be effective unless it is in writing signed by the parties hereto, and then only to the extent expressly set forth in such writing. No modification of this agreement shall be effective unless it is in writing and signed by the parties hereto, and then only to the extent set forth in such writing.

No Assignment. No right, benefit or duty under this Agreement shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void.