

EXCLUSIVE ONE-TIME LIMITED OFFER



**ARE YOU USING AN OLD, OUTDATED  
AND ENERGY INEFFICIENT SERVER?**

In exchange for dumping that old server, we're offering a \$500 rebate off a new, more efficient dedicated server. We could possibly go into all the energy efficiencies included in new servers and compare how bad old servers are for the environment, but we're confident that the money is the real deciding factor.

We're beating the government to this offer and don't need any subsidies. For more information and to sign-up, please visit [visi.com/cashforservers](http://visi.com/cashforservers).



## IT'S AS EASY AS:

1. ORDER A DEDICATED (OR VIRTUAL) SERVER WITH VISI BEFORE DECEMBER 31ST, 2009.
2. DELIVER YOUR OLD SERVER TO VISI'S OFFICE ALONG WITH THIS FORM.
3. RECEIVE A PROMOTIONAL CREDIT FROM VISI IN THE AMOUNT OF EITHER \$500 OR \$150.

## READ THE FULL DETAILS BELOW.

### TERMS AND CONDITIONS -- THE VISI CASH FOR SERVERS PROMOTION (THE "PROMOTION")

#### DEFINITIONS:

"Eligible Product(s)": shall be defined as VISI's (1) virtual dedicated server service offerings; and (2) VISI's managed and unmanaged dedicated server service offerings.

"VISI": shall be defined as VISI Incorporated located at 10290 West 70th Street, Eden Prairie, MN 55344

"Promotional Credit(s)": a one-time credit equal to five-hundred dollars (\$500.00) for customers purchasing Eligible Products associated with VISI's dedicated server or managed server and one hundred and fifty dollars (\$150.00) for customers purchasing Eligible Products associated with VISI's virtual dedicated server.

**THE PROMOTION.** If you send us a server ("Server(s)") and agree to purchase an Eligible Product for a services term of one year or more, VISI shall grant you the applicable Promotional Credit. The Promotional Credit shall only be applied to the fees or charges associated with your purchase of the Eligible Product. The Promotion runs from October 1st, 2009 through December 31st, 2009. You must place with VISI a services order for an Eligible Product meeting the above qualifications between 8:00 a.m. (Central Standard Time) October 1st, 2009 and noon (Central Standard Time) on December 31st, 2009 to be eligible to receive the Promotional Credit. Additionally, you must complete the following items within twenty (20) days of date you submit your services order for an Eligible Product:

1. Sign a copy of these Cash for Servers Promotion Terms and Conditions (found online at [www.visi.com/cashforservers](http://www.visi.com/cashforservers));
2. For new VISI customers, sign VISI's Master Services Agreement (all VISI services are subject to the terms and conditions of such agreement (the "MSA"), a copy of the MSA to be provided by VISI); and
3. Mail or deliver your server (along with a signed copy of these Cash for Servers Promotion Terms and Conditions and the MSA) to VISI's Eden Prairie Headquarters (Attn: Cash for Servers Promotion, VISI, 10290 West 70th Street, Eden Prairie, MN 55344)

The Promotional Credit will be applied to your account within 60 days of the date that you complete the qualifying items above. The total Promotional Credits available to any one customer pursuant to this Promotion is three thousand dollars (\$3,000). You are eligible to receive one Promotional Credit for each Server provided to VISI pursuant to this Promotion. If you cancel the services associated with the Eligible Products during the first three (3) months following the date such services are first provided, the Promotional Credit (along with early termination charges set forth in the MSA) shall be charged to your account. THIS PROMOTION AND THE PROMOTIONAL CREDITS ARE NOT AVAILABLE TO EXISTING VISI CUSTOMERS THAT PURCHASED FROM VISI DEDICATED SERVER, MANAGED SERVER AND VIRTUAL DEDICATED SERVER SERVICE OFFERINGS PRIOR TO THE START DATE OF THIS PROMOTION OR FOR EXISTING VISI CUSTOMERS WHO HAVE DEDICATED SERVER AND VIRTUAL DEDICATED SERVER SERVICE OFFERINGS RENEWING WITH VISI.

**GENERAL TERMS.** All rights, title and license to the Servers you ship or deliver to VISI shall pass to VISI upon shipment. You are responsible for all costs and expenses associated with the shipping and delivery of the Servers to the above VISI address. You warrant to VISI shall you have the right to provide the Servers to VISI pursuant to this Program; that the Servers are provided to VISI free from all liens and encumbrances; and that you have taken all efforts to remove or erase all data and software that might be stored on such Servers. These terms and conditions constitute the entire understanding of the parties regarding the Promotion. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer/employee or agency relationship between you and VISI. The Promotion shall be governed by the laws of the State of Minnesota, excluding its choice of law rules. The exclusive venue for all disputes regarding the Promotion shall be the state courts in Hennepin County, Minnesota or the Federal Courts of Minnesota. IN NO EVENT SHALL VISI BE LIABLE TO YOU FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. IN NO EVENT SHALL VISI'S LIABILITY TO YOU PURSUANT TO THIS PROMOTION EXCEED THE PROMOTIONAL CREDIT ASSOCIATED WITH THE ELIGIBLE PRODUCTS YOU HAVE PURCHASED. VISI SHALL NOT BE RESPONSIBLE FOR YOUR INABILITY TO ACCESS OR USE THE PROMOTION REGISTRATION WEBPAGE. VISI RESERVES THE RIGHT TO DENY YOU ACCESS THE PROMOTION REGISTRATION WEBPAGE IF VISI DETERMINES AT THEIR SOLE DISCRETION THAT YOUR USE OF THE PROMOTION REGISTRATION PROCESS OR YOUR PARTICIPATION IS INTENDED TO UNDERMINE THE PROMOTION, COMPROMISE VISI'S SECURITY, OR AFFECT THE FAIRNESS, INTEGRITY OR PROPER CONDUCT OF THIS PROMOTION.

### I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS AS STATED ABOVE:

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_