

Basic Hosting Agreement

THIS AGREEMENT is made on <<Date>>.

BETWEEN

1. Website or Web Application Owner, the Client, <<Client Name>>; and
2. Hosting Provider, the Company, <<Company Name>>,

The purpose of this Agreement (hereafter referred to as the “Agreement”) is to precede a longer-term contract arrangement under which Company will provide Web Hosting services on behalf of Client.

TERMS

Subject to the terms and conditions of this Agreement, Company will provide Web Hosting services for Client subject to the following terms:

1. Length of Service.

Client agrees to an initial twelve (12) month contractual term of service (“Term”).

2. Service Start Date.

The first payment plus setup charges, if any, shall be due in advance of any service provided. Service shall begin upon Company receipt of payment for such first Term of service or upon a mutually agreed upon alternate date.

3. Renewal by Client.

This Agreement will automatically renew for successive twelve (12) month Terms unless canceled in writing by Client at least 30 days prior to the end of Term renewal date. Renewal prices are subject to change. Renewal of services by Client indicates agreement to any Contract revisions and price changes. Renewal fees for the following term will be automatically invoiced to Client’s account.

COST

Cost will be \$Amount per year and includes the following:

- **500 MB** Storage
- **10 GB** Bandwidth
- PCI Compliant
- Scheduled Weekly Backups
- On Demand Backups
- Phone Support

TERMS OF PAYMENT

Terms of payment are C.O.D. unless credit approval has been granted by Company. If credit approval has been granted, credit terms are net 10 days upon receipt of invoice. We reserve the right to revoke any credit extended if payment is in arrears for more than 30 days.

PROPRIETARY INFORMATION

Proprietary information exchanged here under shall be treated as such by Client. This information shall include, but not be limited to, the provisions of this Agreement, product and services information and pricing. Client further agrees to not decompose, disassemble, decode or reverse engineer any Company program, code or technology delivered to Client or any portion thereof.

CENSORSHIP

Company will exercise no control whatsoever over the content of the information passing through the network, email or web site.

WARRANTIES

Company makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. Company also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of Client. Use of any information obtained by way of Company is at Client's own risk, and Company specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. Company does not represent guarantees of speed or availability of end-to-end connections. Company expressly limits its damages to Client for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. Company specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

TRADEMARKS AND COPYRIGHTED MATERIAL

Client warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with this service.

TERMINATION

Company may terminate this Agreement at its sole discretion upon the occurrence of one or more of the following events: 1) failure to comply with any provisions of the Agreement upon receipt of written notice from Company of said failure, 2) appointment of Receiver or upon the filing of any application by Client seeking relief from creditors, 3) upon mutual agreement in writing of Company and Client.

DISPUTES

If legal proceedings are commenced to resolve a dispute arising out of, or relating to, this Agreement, the prevailing party shall be entitled to recover all costs, legal fees, and expert witness fees as well as any costs or legal fees in connection with any appeals.

INDEMNIFICATION

Client shall indemnify and hold Company harmless from and against any and all claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted or imposed against Company directly or indirectly arising from or in connection with Client's marketing or support services of the product or services or the unauthorized representation of the product and services or any breach of this Agreement by Client.

GENERAL

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of the State of <>. A failure by any party to exercise or delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.

APPROVAL

Signed by and on behalf of <<The Company>>

Date

Signed by and on behalf of <<The Client>>

Date

**Both parts must sign above and keep a copy for their own records.*