

Web- Hosting Agreement

This Hosting Agreement is made on [AGREEMENT DATE] (the "Effective Date") between [PARTY A NAME], [whose principal place of residence is at / a [CORPORATE JURISDICTION] corporation with its principal place of business at [PARTY A ADDRESS]] (the "[PARTY A ABBREVIATION]") and [PARTY B NAME], [whose principal place of residence is at / a [CORPORATE JURISDICTION] corporation with its principal place of business at] [PARTY B ADDRESS]] (the "[PARTY B ABBREVIATION]").

(The capitalized terms used in this agreement, in addition to those above, are defined in section [DEFINITIONS].)

- 1. **Hosting Services.** [PARTY A] shall provide [PARTY B] with certain website hosting services and systems [including website server space, email capability, internet access, and domain name registration / according to the attached [STATEMENT OF WORK]] (the "[DELIVERABLE]").
- 2. **Fees.** [PARTY B] will pay [PARTY A] a monthly subscription fee of \$[SUBSCRIPTION FEE AMOUNT] (the "Subscription Fee") for the [DELIVERABLE] provided under this agreement.
- 3. **Payment.** [PARTY B] will pay the Subscription Fee to [PARTY A]
 - 1. due on [DATE] of each month,
 - 2. in immediately available funds, and
 - 3. to the account [PARTY A] lists immediately below:

Account Number:

Routing Number:

- 4. **Taxes.** Payment amounts under this agreement do not include Taxes. [PARTY B] will pay all Taxes applicable to payments between the parties under this agreement.
- 5. **Late Payments**
 - 1. **Right to Suspend.** If [PARTY B] fails to make payments when due [three] times over any [six]-month period, [PARTY A] may suspend the [DELIVERABLE] until [PARTY B] pays all outstanding fees plus a \$[REINSTATEMENT FEE] reinstatement fee.
 - 2. **Interest on Late Payments.** Any amount not paid when due will bear interest from the due date until paid at a rate equal to [1]% per month ([12.68]% annually) or the maximum allowed by Law, whichever is less.
- 6. **Representations**
 - 1. **Mutual Representations**
 - a. **[Existence.** The parties are corporations incorporated and existing under the laws of the jurisdictions of their respective incorporation.]
 - b. **Authority and Capacity.** The parties have the authority and capacity to enter into this agreement.
 - c. **Execution and Delivery.** The parties have duly executed and delivered this agreement.
 - d. **Enforceability.** This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties in accordance with its terms.
 - e. **No Conflicts.** Neither party is under any restriction or obligation that may affect the performance of its obligations under this agreement.
 - 2. **[PARTY A] Representations.** [PARTY A] exercises no control over, and accepts no responsibility for, third party content of the information passing through [PARTY A]'s system, network hubs and points of presence, or the internet.
- 7. **Compliance with Laws.** Each party will
 - 1. comply with all applicable Laws [relating to [SUBJECT MATTER OF AGREEMENT]], and
 - 2. notify the other party if it becomes aware of any non-compliance in connection with this section.
- 8. **[PARTY B] Restrictions**

1. **Prohibited Use.** [PARTY B] will not use the [DELIVERABLE] for any unlawful or harmful purpose, or any purpose that would put [PARTY A] in a bad light, including that [PARTY B] will not
 - a. use it to host, store, send, relay or process any harmful components, including malware, viruses, and trojan horses,
 - b. use it to infringe any Person's Intellectual Property, privacy, or other proprietary rights,
 - c. use it to slander, libel, or defame any Person, publish a Person's personal information or likeness without consent, or otherwise violate a Person's privacy,
 - d. use it to harass or threaten harm, or make offensive, indecent, or abusive statements or messages,
 - e. use it to send mass unsolicited e-mail to third parties,
 - f. use it to use internet relay chat,
 - g. use it in a way that abuses the [DELIVERABLE], disrupts other users' access to the [DELIVERABLE], or otherwise harms or impedes the [DELIVERABLE],
 - h. reverse engineer any of [PARTY A]'s systems,
 - i. attempt to or help others gain unauthorized access to or use of the [DELIVERABLE], or
 - j. use it in any way which could reasonably put [PARTY A] in breach of any of its other obligations.
2. **Acknowledgement [PARTY A] Does Not Monitor.** [PARTY B] hereby acknowledges that [PARTY A] does not, and does not claim to, monitor any users's content or use of the [DELIVERABLE].
3. **Breach of These Restrictions.** If [PARTY A] reasonably believes [PARTY B] has breached any restrictions under this section [PARTY B RESTRICTIONS], [PARTY A] may
 - a. delete or amend any relevant [PARTY B] Content, or
 - b. suspend [PARTY B]'s use of and access to the [DELIVERABLE] while investigating the issue.
4. **Status of Breach.** If after [PARTY A]'s reasonable investigation of the issue it discovers [PARTY B] has actually breached this section [PARTY B RESTRICTIONS], [PARTY A] may consider it a material breach of this agreement.

9. Limitation of Liability

1. **Mutual Limitation of Liability.** Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.
2. **Limitation on [PARTY A]'s Liability.** [PARTY A] will not be liable for any damages that result from any downtime or failure of performance of the [DELIVERABLE], or [PARTY B] otherwise not being able to use or access the [DELIVERABLE].

10. Intellectual Property

1. **Each Party Retains Intellectual Property.** Subject to paragraph [LICENSE TO PARTY A] below, each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or outside the scope of this agreement.
2. **License to [PARTY A].** [PARTY B] hereby grants to [PARTY A] a non-exclusive, non-transferable, non-sublicensable, world-wide, and royalty-free license to use [PARTY B]'s pre-existing Intellectual Property solely for the purpose of providing the [DELIVERABLE].
3. **Developed Intellectual Property.** If any Intellectual Property is developed under this agreement, whether by one party on its own or jointly-developed by both parties, the parties shall cooperate to execute a separate agreement regarding the ownership of and any licenses regarding that newly-developed Intellectual Property.

11. Confidentiality

1. **Confidentiality Obligation.** The receiving party will hold in confidence all Confidential Information disclosed by the disclosing party to the receiving party.

2. **Use Solely for Purpose.** A receiving party may only use the Confidential Information according to the terms of this agreement[and solely for the Purpose].
3. **Non-Disclosure.** A receiving party may not disclose Confidential Information, [the existence of this agreement, the Transaction, or the Purpose] to any third party, except to the extent
 - a. permitted by this agreement
 - b. the disclosing party consents in writing, or
 - c. required by Law.
4. **Notice.** A receiving party will notify the disclosing party if it
 - a. is required by Law to disclose any Confidential Information, or
 - b. learns of any unauthorized disclosure of Confidential Information.

12. **Use of Logos.** [PARTY B] hereby grants [PARTY A] a non-exclusive, non-transferrable, non-sublicensable, and royalty-free license to use and reproduce [PARTY B]'s name, logos, and trademarks on [PARTY A]'s customer lists, advertising, and website.

13. Term

1. **Initial Term.** The initial term of this agreement will begin on [the Effective Date] and continue for [TERM MONTHS] months, unless terminated earlier (the "Initial Term").
2. **Automatic Renewal.** Subject to paragraph [ELECTION NOT TO RENEW], at the end of each Term this agreement will automatically renew for a renewal term of [RENEWAL TERM MONTHS] months, unless terminated earlier ("Renewal Term").
3. **Election Not to Renew.** Either party may elect not to renew this agreement, by providing notice to the other party at least [NON-RENEWAL NOTICE PERIOD] Business Days' before the end of the Term.
4. **Term Definition.** "Term" means either the Initial Term or the then-current Renewal Term.

14. Termination

1. **Termination on Notice.** Either party may terminate this agreement for any reason on [TERMINATION NOTICE BUSINESS DAYS] Business Days' notice to the other party.
2. **Termination for Material Breach.** Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if
 - a. the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and
 - b. the failure, inaccuracy, or breach continues for a period of [BREACH CONTINUATION DAYS] Business Days' after the injured party delivers notice to the breaching party reasonably detailing the breach.

15. Effect of Termination

1. **Termination of Obligations.** Subject to paragraph [PAYMENT OBLIGATIONS], on the expiration or termination of this agreement, each party's rights and obligations under this agreement will cease immediately.
2. **Payment Obligations.** On the expiration or termination of this agreement, each party will
 - a. pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and
 - b. refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded.

16. Indemnification

1. **Indemnification by [PARTY B].** [PARTY B] (as an indemnifying party) will indemnify [PARTY A] (as an indemnified party) against all losses and expenses arising out of any proceeding
 - a. brought by either a third party or [PARTY A], and
 - b. arising out of [PARTY B]'s breach of its obligations under this agreement.

- 2. **Mutual Indemnification.** Each party (as an indemnifying party) will indemnify the other (as an indemnified party) against all losses arising out of any proceeding
 - a. brought by either a third party or an indemnified party, and
 - b. arising out of the indemnifying party's willful misconduct or gross negligence.
- 3. **Notice and Failure to Notify**
 - a. **Notice Requirement.** Before bringing a claim for indemnification, the indemnified party will
 - i. notify the indemnifying party of the indemnifiable proceeding, and
 - ii. deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.
 - b. **Failure to Notify.** If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.
- 4. **Exclusive Remedy.** The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section [INDEMNIFICATION].

17. General Provisions

- 1. **Amendment.** This agreement can be amended only by a writing signed by both parties.
- 2. **No Third-Party Beneficiaries.** Unless explicitly stated otherwise elsewhere in this agreement, no Person other than the parties themselves has any rights or remedies under this agreement.
- 3. **Relationship of the Parties**
 - a. **No Relationship.** Nothing in this agreement creates any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship between the parties.
 - b. **No Authority.** Neither party has the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.
- 4. **Dispute Resolution**
 - a. **Arbitration.** Any dispute or controversy arising out of this agreement and [SUBJECT MATTER OF THE AGREEMENT] will be settled by arbitration in [STATE], according to the rules of the Arbitration and Conciliation Act, 1996 then in effect, and by [NUMBER OF ARBITRATORS] arbitrators[s].
 - b. **Judgment.** Judgment may be entered on the arbitrator's award in any court having jurisdiction.
 - c. **Arbitrator's Authority.** The arbitrator will not have the power to award any punitive [or consequential] damages.
- 5. **Force Majeure.** A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is
 - a. beyond the reasonable control of a party,
 - b. materially affects the performance of any of its obligations under this agreement, and
 - c. could not reasonably have been foreseen or provided against, but

will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

This agreement has been signed by the parties.

[
SIGNATORY NAME]
SIGNATORY TITLE]

[PARTY B NAME]
Name: [PARTY B SIGNATORY NAME]
Title: [PARTY B SIGNATORY TITLE]