

Website Hosting Agreement

This **Website Hosting Agreement** ("*Agreement*" hereinafter) has been signed by and between the following parties;

HOST

CLIENT

Terms and Conditions

I. Purpose and Scope

The purpose of this Agreement is to establish the terms and conditions under which the Host will deliver website hosting services to the Client. These services are intended to enable the Client's website to remain accessible on the internet and to provide related technical support and resources as required.

This Agreement covers all aspects of website hosting services, including but not limited to server allocation, data storage, bandwidth usage, security measures, backup services, and technical support. Any additional services not explicitly listed in this Agreement may be provided upon mutual agreement.

II. Scope of Services

Within the scope of this Agreement, the hosting services to be provided by the Host shall include but not limited to the following;

- Allocation of _____ of disk space for website files.
- Provision of up to _____ of monthly data transfer.
- Implementation of required security measures such as _____ for secure hosting.
- Regular monitoring and maintenance of server infrastructure.

The hosting services do not include:

- Development or design of the website.
- Maintenance of third-party software or plugins installed by the Client.
- Support for issues unrelated to the Host's hosting infrastructure.

III. Term and Termination

This Agreement shall commence on the _____ and continue for an initial term of _____. After the initial term, the Agreement will automatically renew for successive terms of _____ unless terminated by either Party with at least _____ written notice before the end of successive terms.

Either Party may terminate this Agreement at any time with _____ written notice. If a party breaches any material term of this Agreement and fails to cure the breach within _____ of receiving written notice, the other party may terminate the Agreement for just cause.

IV. Pricing and Payment Terms

The Client agrees to pay the Host _____ monthly, for the hosting services as outlined in this Agreement. Payments are due on or before _____ of each month. The Host shall issue invoices to the Client monthly, detailing the amounts due. Payments not received within _____ of the due date will be subject to a late payment fee of _____ and may accrue interest at a rate of _____ % per month until fully paid.

Fees for any additional services requested by the Client, such as increased storage, additional bandwidth, or custom configurations, shall be subject to mutual consent of the parties and will be charged separately.

Payments shall be made via _____. The Host may change the accepted payment methods with prior written notice to the Client.

V. Responsibilities of the Host

- The Host shall use reasonable efforts to ensure the website hosting services are available with an uptime of at least 99.9% per calendar month, excluding scheduled maintenance, force majeure events, or other circumstances beyond the Host's control. The Host shall notify the Client in advance of any scheduled downtime, maintenance, or system upgrades.
- The Host shall implement appropriate security measures to protect the Client's website and data, including firewalls, encryption, and intrusion detection systems.

- The Host is responsible for ensuring that its hosting services comply with applicable laws and regulations governing data protection, privacy, and intellectual property rights.
- The Host agrees to offer customer support services during standard business hours via email, phone, or live chat. The Host shall make commercially reasonable efforts to respond to technical issues or service inquiries in a timely manner, based on the severity of the issue. The Host is not obligated to provide support for issues related to the Client's website content, software, or custom code.
- The Host reserves the right to terminate or suspend the hosting services if the Client engages in illegal activity, or fails to meet payment obligations. The Host will notify the Client of any such termination or suspension in advance, if feasible.

VI. Responsibilities of the Client

- The Client retains ownership of all content hosted on its website and is responsible for ensuring it complies with applicable laws and does not infringe on third-party rights.
- The Client is responsible for maintaining the confidentiality and security of all access credentials, including usernames, passwords, and API keys. The Client shall notify the Host immediately of any unauthorized access, breach, or security concern. The Client is liable for any activities conducted under their account, whether authorized or unauthorized.
- The Client is responsible for ensuring that any third-party software, plugins, or integrations installed on their website are compatible with the Host's hosting environment. The Client assumes all risks associated with third-party software, including security vulnerabilities, performance issues, or conflicts with the hosting infrastructure.
- The Client agrees to use hosting resources, including bandwidth, disk space, and server capacity, within the limits specified by the Host. Excessive or abusive use of resources may result in additional charges, suspension, or termination of services at the Host's discretion.
- Upon termination of the hosting services, the Client is responsible for ensuring the timely migration or retrieval of their website data. The Host is not liable for any loss of data resulting from the Client's failure to transfer or back up their data prior to termination.

VII. Intellectual Property

Any software or tools provided by the Host remain its exclusive property. The Host grants the Client a non-exclusive, non-transferable license to use the software necessary for hosting the website.

All content, data, materials, and intellectual property provided or created by the Client for hosting purposes, including but not limited to text, images, graphics, videos, audio, trademarks, service marks, and software shall remain the sole property of the Client.

VIII. Miscellaneous

Non-waiver. Failure by parties to exercise any provision, right or portion of this Agreement or enforce any portion of this Agreement shall not be deemed a waiver of any right contained in this Agreement.

Entire Agreement. This document contains the entire agreement and full understanding between Host and Client. It supersedes all prior and contemporaneous agreement between the parties.

Notifications. Any notifications to be sent under this Agreement shall be in written form and delivered to the other party via personal delivery or sent to the addresses indicated in the first page of this Agreement. The periods specified in this Agreement start from the day the notice is served to the other party.

Separability. If any of the clauses of this Agreement is found to be invalid, illegal, or unenforceable, the parties desire that the remainder of the Agreement, other than the provision determined to be unenforceable, remain in full force and effect.

Governing Law and Dispute Resolution. Any dispute that may arise within the scope of this Agreement will first be tried to be resolved by reconciliation. Any lawsuit shall be filed in _____, _____. The Contract shall be governed by and construed in accordance with the laws of the State of _____.

Host

Name

Date

Signature

Client

Name

Date

Signature



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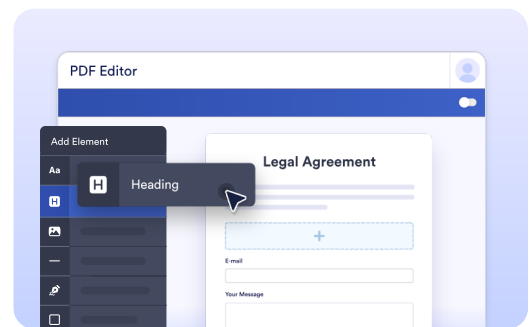
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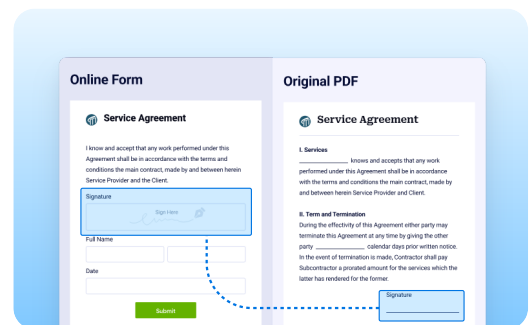
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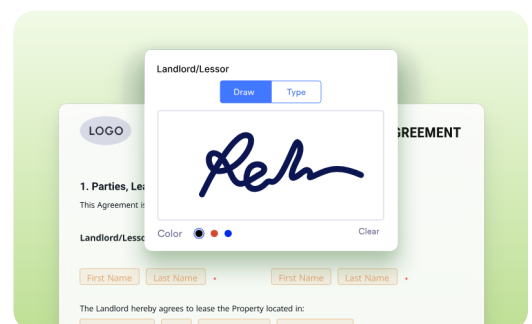
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