8web

making the web a
happy place!

8Dweb.com

Hosting Contract

Email completed contract to noc@8Dweb.com
or return to the reseller who gave it to you.

CONTACT INFORMATION SECTION

Contact Name:	
Contact Email:	
Company/Organization:	
D.B.A.:	
Tax ID:	
Billing Address:	
City:	
State:	**Zip Code:**
Country:	
Physical Address:	
City:	
State:	**Zip Code:**
Country:	
Primary Phone:	**Extension:**
Secondary Phone:	**Extension:**
Fax:	
Primary Domain Name:	
Additional Domain Names:	

*** 8Dweb USE ONLY ***	
Customer ID#:	
Date of Install/Setup:	
Installer/Tech:	
Payment Received:	

* note: domains will not be setup until installation and hosting fees have been paid in full.

PURPOSE OF THE AGREEMENT

Under this agreement 8Dweb.com provides Internet connectivity services ("the Bandwidth") and the equipment (the "Hardware" for dedicated server contracts), the availability of space to store and operate such Hardware ("Space" for dedicated server contracts), the hosting components ("the package") and the licensing of software ("the "Software"), together comprising the dedicated server, virtual privates server or shared hosting package under this Agreement (together the "Services").

1. PRICES AND PAYMENT TERMS:

A. Term: This agreement will be effective on the earlier of either the date signed by the parties or the date 8Dweb.com provisions Services and shall automatically terminate when all Service Contracts expire after following correct cancellation procedures. The term for each of the individual Services is defined in each Service Contract. The total initial cost, plus the first billing period of service is due at the commencement of the contract. The recurring billing date shall be established by 8Dweb.com and agreed to by the customer.

B. Payment: Customer agrees to pay recurring and non-recurring charges for 8Dweb.com Services, as set forth in the "SERVICE CONTRACT" and all charges for Third Party Services, if applicable. You will be billed in advance of the month in which recurring services will be provided, Special Work Services must be also paid in advance. Payment for all recurring monthly fees, extra charges and other expenses shall be deemed overdue if they remain unpaid two days after the due date. An email announcing your next payment date will be sent to the contact email addresses you provide to 8Dweb.com (via the order process or the control panel's email section). It is not 8Dweb.com's responsibility if you do not receive or read that email due to any circumstances beyond our control. Any undisputed amounts will be due and payable along with a claim detailing the basis for any disputed charges. Any payment not received by the applicable due date will accrue interest at a rate of the lesser of one and one-half per cent (1.5%) per month or the maximum allowable under applicable law. In addition, your failure to fully pay any recurring monthly fees and expenses within two (2) days after payment is due will be deemed a material breach of this Agreement, justifying 8Dweb.com's suspension of its performance of the Service. 8Dweb.com may without prejudice to any other remedy or right it may have, suspend delivery of the Services to you until such failure is cured; provided however, that prior to suspending the delivery of the Services for failure to pay, 8Dweb.com will send you at least one email prior to such potential suspension. Any such suspension or termination would not relieve you from paying any fees due plus interest. In the event of collection enforcement, you will be liable for any costs associated with such collection, including, without limitation, reasonable attorneys' fees, court costs and collection agency fees.

C. Disconnection: In the event of disconnection, a $150.00 (dedicated server) / $25.00 (vps or shared hosting) reinstatement fee will apply to reactivate the service, in addition to full payment of the balance due on the account. Reactivation of service will only be performed during 8Dweb.com's regular business hours (Monday through Friday, 9:00 a.m. to 6:00 p.m. Eastern Time). All accounts that have not been paid in full after two (2) business days after payment is due will be sent to our disconnect team. All accounting issues should be addressed to NOC@8Dweb.com.

D. Prices do not include taxes, except as specifically stated herein. Customer agrees to pay or reimburse 8Dweb.com for any applicable taxes that are levied based on the transactions hereunder, exclusive of taxes on income and real estate taxes on the Data Center. Any such charges shall be invoiced and payable within the payment terms of this Agreement. 8Dweb.com agrees to provide Customer with reasonable documentation to support invoiced amounts applied to taxes within thirty (30) calendar days of receipt of a Customer's written request.

E. You agree to pay for all fees, charges and expenses due according to the prices and terms listed in each Service Contract, which shall be exclusive of any applicable taxes. You shall be responsible for the payment of all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the Service.

F. In the event that a law agency produces a bona-fide warrant or subpoena for data related to your server(s) you agree to pay ALL fees associated with 8Dweb LLC's compliance with such court order or subpoena.

2. TERM OF AGREEMENT, TERMINATION AND RENEWAL:

A. The minimum term of the Customer's dedicated contract shall be the period set forth in the Service Contract. The penalty for breaking the contract early should be equal to the unused term at the time of cancellation.

B. This agreement will continue automatically for additional terms equal to the Initial Term (each, a "Renewal Term") unless either party provides written notice to the other party at least thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable, that it has elected not to renew this Agreement.

C. Cancellation of accounts MUST be done by fax, email or letter. This master agreement may be canceled with 30 days written notice prior to the date of cancellation. Customer acknowledges that the full amount of contract is due regardless of cancellation of contract. Any termination of this Agreement shall not relieve you of any obligations to pay fees and costs accrued prior to the termination date and any other amounts owed by you to 8Dweb.com as provided in this Agreement.

D. Before the termination of this Agreement, you may request in writing that 8Dweb.com provide you with any backup of your material that 8Dweb.com may have in its possession. If 8Dweb.com has such information, it will offer them to you provided that: a) all fees due to 8Dweb.com are paid in full and you are not in default of any provision of this Agreement; b) you pay the costs involved in such data recovery process. Unless you notify 8Dweb.com in writing that you wish to retrieve this backup, 8Dweb.com will erase or otherwise destroy the data at any time after termination of this Agreement.

E. In the event the Data Center becomes the subject of a taking by eminent domain by any authority having such power, 8Dweb.com shall have the right to terminate this Agreement. 8Dweb.com shall attempt to give Customer reasonable advance notice of the removal schedule. Customer shall have no claim against 8Dweb.com for any relocation expenses, any part of any award that may be made for such taking or the value of any un-expired term or renewed periods that result from a termination by 8Dweb.com under this provision, or any loss of business from full or partial interruption or interference due to any termination. However, nothing contained in this Agreement shall prohibit Customer from seeking any relief or remedy against the condemning authority in the event of an eminent domain proceeding or condemnation that affects the Dedicated Service.

3. IP ADDRESS:

A. 8Dweb.com may assign on a temporary basis a designated number of Internet Protocol Addresses ("IP Addresses") from the address space assigned to 8Dweb.com by ARIN. Customer acknowledges that the IP Addresses are the sole property of 8Dweb.com, and are temporarily assigned to Customer as part of the Service. 8Dweb.com reserves the right to change the IP Address assignments at any time. 8Dweb.com shall use reasonable efforts to reduce disruption to Customer resulting form such changes, and shall give Customer reasonable notice of changes. Customer agrees that it will have no right to IP Addresses upon termination of this Agreement, and that any change required of Customer after termination shall be the sole responsibility of Customer.

4. SOFTWARE LICENSE AND RIGHTS:

A. Software License: During the term of the Contract, 8Dweb.com grants Customer a non-transferable, nonexclusive license to use the Software, in object code form only, for its internal needs, solely on the Hardware provided, and in conjunction with the Services.

B. Software License Restrictions: Customer agrees that it will not itself (or through others):

B.1. copy the Software, except as is necessary to install on Hardware and internal, archive purposes. In the event Customer makes any copies of the Software, Customer shall reproduce all proprietary notices on such copies;

B.2. reverse engineer, recompile, disassemble or otherwise attempt to derive source code from the Software;

B.3. sell, lease, license, transfer or sublicense the Software or the documentation;

B.4. write or develop any derivative or other software programs, based, in whole or in part, upon the Software or any Confidential Information;

B.5. this agreement transfers to Customer neither title nor any intellectual property rights to the Software, Hardware, documentation, or any copyrights, patents or trademarks, embodied or used in connection.

5. MAINTENANCE AND DUTIES:

A. Ordering Maintenance and Support: 8Dweb.com shall provide Customer with maintenance and support of the Hardware.

B. Exclusions: Maintenance and Support shall not include services for problems arising out of (a) tampering, modification, alteration to the Hardware or Software, which is undertaken by persons other that 8Dweb.com or its authorized representatives; or (b) programs or hardware supplied by Customer. However, 8Dweb.com may help you resolve such problems following our technical support service plans and availability.

C. Customer's Duties: Customer shall document and promptly report all errors or malfunctions of the Hardware or Software to 8Dweb.com. Customer shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from 8Dweb.com. Customer shall maintain a current archive copy of all Software and data. Customer shall properly train its personnel in the use of the Hardware and Software.

D. Expansion: this agreement is in constant evolution and expansion.

6. INTELLECTUAL PROPERTY:

A. All materials, including but not limited to any computer software, (in object code and source code form), data or information developed or provided by 8Dweb.com, and any methodologies, equipment or processes used by 8Dweb.com to provide the service to you, including, without limitation all copyrights, trademarks, patents, trade secrets and any proprietary right, shall remain the sole and exclusive property of 8Dweb.com, including but not limited to any software programs or technology innovations utilized or developed, or disclosed by 8Dweb.com during the Term of this Agreement; provided however that 8Dweb.com will grant you a perpetual, non-exclusive and royalty-free license to use any such property developed by 8Dweb.com while providing the Service to you. Unauthorized copying or any creation of derivative work based on any such software is expressly forbidden. You may be held legally responsible for violation of any patent rights, copyright or trade secret rights that is caused by your failure to abide by the terms of this Agreement.

7. USER CONTENT AND CONDUCT:

A. Customer is solely responsible for the content of any postings, data or transmissions using the Service (the "Content") or any other use of the Services by Customer or by any person or entity Customer permits to access the Services (a "User"). Customer represents and warrants that no user will use the services for unlawful purposes (including, without limitation, infringement of copyright or trademark, misappropriation or trade secrets, invasion of privacy, child pornography, defamation or and illegal use). Disruptions include, without limitation, distribution of unsolicited advertising or chain letters, harassment of other network users, falsifying one's network identity for improper or illegal purposes, propagation of computer viruses and using network to make unauthorized entry to any other machine. If 8Dweb.com has reasonable grounds to believe that Customer or a User is utilizing the Services for any such illegal or disruptive purpose, 8Dweb.com may suspend or terminate Services immediately, without prior notice to Customer. Customer shall defend, indemnify, hold harmless 8Dweb.com form and against all liabilities and costs.

B. Mass electronic mails. Use of distribution lists via unsolicited electronic mail or other mass electronic mails is strictly prohibited. 8Dweb.com reserves the right to deactivate Customer's Services if both of the following conditions occur: a) 8Dweb.com receives 5 or more unsolicited email complaints in any 24-hour period, and b) Customer refuses to or otherwise does not demonstrate to 8Dweb.com that reasonable efforts have not been taken to stop the sending of such emails. Customer hereby agrees to indemnify and hold harmless 8Dweb.com from any claim

resulting from Customer's or another party's use of electronic mail services via Customer's Services. A $10.00 fee per unsolicited email complaints will be charged and must be paid within the current month.

8. ENFORCEMENT:

A. 8Dweb.com may take any action that it deems appropriate under the circumstances to protect its system, facilities, customers and/or third parties. Other than in cases of emergency or as may be required by law, 8Dweb.com will provide you with reasonable prior written notice of any action it may take pursuant to this Section. 8Dweb.com will not access or review any software contracts except as required or permitted by applicable law or legal process. In the event of becoming aware of any possible violation by you of this Agreement or third party rights or laws, 8Dweb.com may immediately take corrective action, including, but not limited to, a) issuing warnings; b) suspending or terminating the Service and/or c) restricting or prohibiting any and all uses of potentially or actual illegal or infringing content hosted on 8Dweb.com's systems. In the event 8Dweb.com takes corrective action due to such possible violation, 8Dweb.com shall not be obligated to refund to you any fees paid in advance of such corrective action and may charge a cleanup fee.

B. To comply with applicable laws and lawful governmental requests, to protect 8Dweb.com's systems and customers, or to ensure the integrity and operation of 8Dweb.com's business and systems, 8Dweb.com may, without prior notice to you, access and, to the extent required, disclose any information it considers necessary or appropriate, including, without limitation, user profile information, IP addressing and traffic information, usage history, and content residing on 8Dweb.com's servers and systems. 8Dweb.com also reserves the right to report any activity that it suspects violates any law or regulation or the intellectual property rights of third parties to appropriate law enforcement officials, regulators, or such third parties.

9. THIRD PARTY ACTS:

A. 8Dweb.com DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM OUR NETWORKS AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET OR PORTIONS THEREOF. ALTHOUGH WE WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH RESULT, 8Dweb.com CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. AS A RESULT, 8Dweb.com DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR LOSS OR CORRUPTION OF DATA IN TRANSMISSION, OR FOR FAILURE TO SEND OR RECEIVE DATA DUE OR RELATED TO SUCH EVENTS.

10. INTERRUPTION OF SERVICES:

A. 8Dweb.com shall not be liable for any delay or failure to perform its obligations under this Agreement, where such delay or failure results from any act of God, industrial or labor disturbance, war, public riot, fire, storm, flood, explosion, sabotage, failure of the Internet, government act, utility interruption, or other cause beyond its reasonable control, including, without limitation, any mechanical or electronic failures. In the event that such interruption of service Customer shall indemnify and hold harmless 8Dweb.com, and its respective officers, directors, agents, contractors and employees.

11. YOUR WARRANTIES AND REPRESENTATIONS TO 8Dweb.com:

A. You warrant, represent and covenant to 8Dweb.com that a) you possess the legal right and ability to enter into this Agreement; b) you will use the service only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines; c) you will be financially responsible for the use of your account; d) your content does not and will not infringe or violate any right, law, regulation or ordinance.

12. ASSIGNMENT OR TRANSFER:

A. Customer shall not assign or transfer the rights or obligations associated with this Agreement, in whole or in part, without 8Dweb.com's prior written consent.

13. MISCELLANEOUS:

A. Customer shall not use 8Dweb.com's name in publicity or press releases without 8Dweb.com's prior written consent.

14. CONFIDENTIALITY:

A. The parties each agree that all Confidential Information communicated to it by the other is done so in confidence and shall be used only for the purposes of this Agreement.

15. PERSONNEL:

A. During the Term of this Agreement and for one year following the termination of this Agreement, neither party shall directly solicit for employment any personnel of the other party, whether or not directly involved in providing the Service, without the prior written consent of the other party.

16. NO FIDUCIARY RELATIONSHIP; NO THIRD PARTY BENEFICIARIES:

A. 8Dweb.com is not the agent, fiduciary, trustee or other representative of you. Nothing expressed or mentioned in or implied from this Agreement is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement.

B. The relation of 8Dweb.com and Customer under this Agreement is that of independent contractors and not partners, join venture, or co-workers as participants. Neither party has authority to contract for or bind the other, except as expressly stated in this Agreement.

17. LIMITATION OF LIABILITY:

A. Customer shall indemnify and hold harmless 8Dweb.com, and its respective officers, directors, agents, contractors and employees, from and against any and all claims, costs, expenses or liability (including by any representation or promise not specifically expressed in this Agreement). Any modification made hereto shall not be valid and binding unless it is in writing and signed by both Parties.

18. LIMITATION:

A. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service or by facsimile, with a written acknowledgment of receipt to the following addresses:

I, (Printed Name)_____, do authorize 8Dweb, LLC. to bill me/ my company for List Server Service as specified above. If paying by check, service will begin 1 business after day check clears. If billed by credit card, service will begin the next business day after card transaction. All services are billed on annual schedule. Your service and contract will automatically be renewed and will be billed 15-20 days in advance of annual renewal date. Payment must be received by renewal date for service to continue.

Cancellations must be made IN WRITING via Postal Mail or email to NOC@8Dweb.com NO LESS THAN 30 DAYS PRIOR TO ANNUAL RENEWAL DATE.

Payment Method:

O **Check** #:_____

O **Credit Card**:   O Visa   O MasterCard   O American Express

Credit Card #: _____   Exp Date: _____   CSV _____

Your signature constitutes a valid and legally binding contract and acknowledgement and acceptance of services, statements and agreements outlined above.

8Dweb.com
1328 Springhill Road
McLean, VA 22102
NOC@8Dweb.com