

# WEB SERVER HOSTING AGREEMENT

**BETWEEN:** .....  
.....  
.....  
(hereinafter referred to as the "Client")

**01**  
**AND:** .....  
.....  
.....  
(hereinafter referred to as the "ISP" – Internet Service Provider -)  
(the Client and the ISP are hereinafter collectively referred to as the "Parties")

---

---

## PREAMBLE

WHEREAS the Client wishes to obtain Web server hosting services from the ISP;

WHEREAS the ISP has agreed to provide the Client with the Web server hosting services described hereinbelow, in return for good and valuable consideration;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

## NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### 1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

### 2.00 OBJECT

**02** **2.01 Services**

The ISP agrees to provide the Client with the following services (hereinafter referred to as the "Services"):

- a) to entrust the appropriate organization with the routing of the domain name(s) indicated in the specifications set forth in Schedule "....." annexed hereto (hereinafter referred to as the "Specifications"), in relation to the Web site(s) hosted in the Client's Web server (hereinafter referred to as the "Web Server");
- b) to install and set up the Web Server in accordance with the Specifications, including, without limitation, the installation and configuration, if such is the case:
  - of the Web Site pages (hereinafter collectively referred to as the "Web Pages")
  - of its graphic elements including, without limitation, the texts, drawings, icons, images, graphics, pictures, charts and other elements indicated in the Specifications

Client	ISP

- (hereinafter collectively referred to as the "Graphic Elements");
- of its software components including, where applicable but without limitation, the scripts, applets, applications, programs, executable files, software, search engines, database management engines, multimedia components and databases (hereinafter collectively referred to as the "Software Components");
- of the Web Pages visual design, including the graphic and infographic design of texts, drawings, icons, images, graphics, pictures, charts and other elements required according to the Specifications (hereinafter collectively referred to as the "Graphic Elements");

the Web Pages, Graphic Elements and Software Components (the ones to be handed to the ISP by the Client in accordance with the Specifications as well as the ones to be installed in the future) hereinafter collectively referred to as the "Web File";

- a) to carry out testing on the Web Server;
- b) to provide the Client with a username and a password to access to the Web Server, in FTP ("File Transfer Protocol") and Telnet modes;
- c) to host the Web Server in accordance with the Specifications;
- d) to provide the Client with the information and documentation regarding access to the Web Server; and
- e) to provide all other services contemplated in this Agreement or in the Specifications.

**03 2.02 Web Server Hosting Term**

As of the moment the Client has provided the ISP with the Web Server (and the Web file, if applicable), and subject to all additional services required by the Client after the signing of this Agreement, the term for hosting the Web Server shall be the term set forth in the Specifications or any other term agreed upon between the Parties after the signing of this Agreement.

**3.00 CONSIDERATION**

**04 3.01 Price of the Services**

In consideration for the Services, the Client shall pay to the ISP the price set forth in the Specifications, together with all applicable taxes.

**3.02 Physical or Electronic Invoicing Address**

The ISP shall send its invoices to the Client at the physical or electronic address set forth in the Specifications or at any other physical or electronic address indicated by the Client to the ISP after the signing of this Agreement.

**05 3.03 Terms and Conditions of Payment**

The price shall be payable by the Client to the ISP in accordance with the terms and conditions of payment set forth in the Specifications.

**4.00 SPECIFIC PROVISIONS**

**4.01 Representatives of the Parties**

Each of the Parties acknowledges that the person designated by it in the Specifications (or any other person replacing the designated person, pursuant to a notice to that effect given to the other Party) shall represent it and shall have full authority to take all steps, make all decisions and give all consents required with respect to the performance of this Agreement.

**4.02 Electronic Communications**

--	--

Client ISP