



Hosting Contract

This agreement is between Purplecat Networks Inc. (known as “PCN” in this agreement), a North Carolina Company, with its primary offices located at 40 Highland Street, Asheville, N. C. And:

Company Name or Individual: _____
(known as “CLIENT” in this agreement)
Address: _____
City, State, Zip Code: _____
Country: USA

TERMS OF THE AGREEMENT

Services Rendered: PCN will provide the CLIENT web and mail hosting in accordance with “standards of service” detailed below.

Fees for Service: CLIENT will be billed for services rendered under section titled “Billing” of this agreement based on the individual number of mail domains and web domains hosted, as well as the amount of storage space they occupy and the amount of data transfer they consume. The amount of data that collectively passes in and out of the PCN servers. This data will be measured in Mbytes/month (MEGABYTES PER MONTH). See Services Section for actual fees.

Initial Contract Term: CLIENT agrees to purchase the number of consecutive months of service from the date of this contract as outlined below in the services section.

Extended Contract Term: CLIENT agrees that the contract renewal period will be equal to that of the initial contract term. Notice to cancel or renegotiate the contract must be given in writing at least 30 days prior to the end of the current contract term.

Standards of Service: The “Internet” by definition is a collective of computer networks with no one network having centralized control over the entire network. Though it is our goal to provide your domains with at least a 99.9 percent uptime calculated over a 365-day period, PCN is not responsible for downtime, latency, or packet loss caused by problems experienced by Internet Backbone providers or your Internet Service Provider. PCN will apply security patches and operating system updates from time to time which may impact the function of third party software installed by CLIENT. PCN will make reasonable effort to notify CLIENT when updates may impact third party software but is not responsible for any impact security updates may have on third party software or site performance.

Notice of Acceptable Use: PCN may cancel this contract immediately if the CLIENT fails to comply with PCN’s Acceptable Use policy located at <http://purplecat.net/policies.html>.

Removal of Data: PCN reserves the right to remove and delete any data or the domains themselves from PCN’s server upon the cancellation or violation of this contract.

Unauthorized Access: PCN is not responsible for damages occurred by unauthorized access to CLIENT’S domains by third parties, i.e. “hackers,” or other parties seeking to gain lawful or unlawful access to CLIENT’S domains or damage to those domains caused by viruses or other unforeseeable causes. CLIENT is responsible for all bandwidth used by the unauthorized access of CLIENT’S domains. CLIENT is encouraged to maintain a close watch on their domains and notify PCN of any unauthorized use immediately so that the security gap may be closed.

Data Loss: PCN will back up data stored in CLIENT domains and make reasonable effort to restore lost data in a timely manner in the event of data loss due to hardware failure. PCN is not responsible for data loss caused by authorized or unauthorized access, damage by fire, or any other occurrence that would cause the loss of data stored in the CLIENT domains, and restoration of data not due to a hardware failure may incur additional fees.

Third Party Software: CLIENT is allowed to install third party software, CGI executables, databases, etc on the server. PCN will make reasonable efforts to assist CLIENT in the software installation, but in the end it is the CLIENT'S responsible for troubleshooting any third party software. PCN will not be responsible for any downtime occurred due to third party software installed in the CLIENT'S domains. CLIENT is responsible for maintenance and security of all third party software. CLIENT is responsible for updating their domain's components to function with new security implementations installed by PCN.

Billing: Billing for services rendered to CLIENT will begin on the date of this contract. Payments for Domain hosting and Minimum Bandwidth consumption detailed are prepaid and are due on the date of contract signing, and the last day of each subsequent quarter prior to cancellation of the contract. Payment for additional bandwidth used during the current quarter will be billed on the following quarter's invoice. PCN reserves the right to temporarily disconnect services for invoices 10 days or more past due for months proceeding the initial contract date. PCN reserves the right to charge a late fee for any invoice 10 days or more past due at 18% (eighteen) per annum. PCN reserves the right to demand certified funds for the late invoice issued to CLIENT. PCN also reserves the right to make claims for reasonable legal fees associated with the collection of past due accounts.

Change of Address: CLIENT agrees to notify PCN of a change address within 30 days of relocation.

Limitation of Liability: Except for CLIENT'S payment obligations hereunder, neither party shall be liable for direct damages. In no event shall either party be liable for any indirect, incidental, exemplary, punitive or other consequential damages whether or not foreseeable, including, but not limited to, damages for the loss of data, goodwill or profits, arising out of or in relation to this agreement even if advises beforehand of the possibility of such liability.

Indemnification: Each Party agrees to indemnify and hold the other harmless from and against any and all claims, damages and liabilities whatsoever, asserted by any person or entity, arising from any action of infringement in relation to or from any breach by the first Party or any of its respective employees or agents, of this Agreement or of any warranty, representation or covenant contained in this Agreement. Such indemnification shall include the payment of all reasonable attorney's fees and other costs incurred by the indemnified party in defending any such claim. The Indemnified Party shall promptly inform the indemnifying Party in writing of any such claim, demand or suit and shall fully cooperate in the defense thereof. The Indemnified Party will not agree to the settlement of any such claim, demand or suit prior to the final judgment thereon without the consent of the indemnifying Party, whose consent will not be unreasonably withheld. The indemnified party shall not by any act or omission, admit liability or otherwise prejudice or jeopardize the indemnifying party's actual or potential defense to any claim. The said indemnity is subject to the indemnified party's duty to mitigate all of its said costs, expenses, damages or liabilities.

General Provisions: CLIENT may not assign or transfer this Agreement or any of its rights or obligations without PCN's prior written consent. Except as provided in the acceptable use policy, this agreement may not be amended except in writing signed by both parties. This agreement shall be governed and construed under the laws of the State of North Carolina without regard to conflict of law rules. Any controversy or claim arising out of this agreement shall be settled by final binding arbitration in Asheville, N.C. in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. If any provision of this agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired. The failure of any party to exercise any right provided herein shall not be a waiver of any rights hereunder. This agreement contains the entire agreement of the parties and supercedes any earlier Agreement, written or oral, between parties relating to the subject matter of this Agreement.



Services Section

Services Section:

Duration of Contract: (please indicate)

- Quarterly, 3 months (default)
- 12 months with setup fee
- 24 months, (setup fee waived)

Hosting Package:

- Introductory
- Basic
- Standard
- Advanced
- Virtual Private Server
- Dedicated

NOTE: 15 minutes of initial setup support included with each package.

For package details see www.purplecat.net/

I agree to the above terms and conditions of service:

CLIENT

PCN

(Signature)
 (Print Name)
 (Title, or Individual)
 (Date)

(Signature)
 (Print Name)
 (Title, or Individual)
 (Date)

