

HOSTING AGREEMENT

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This Hosting Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[HOST LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [HOST ADDRESS] ("**Host**"); and

[CUSTOMER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CUSTOMER ADDRESS] ("**Customer**").

Host and Customer are each a "**Party**" and together the "**Parties**."

Recitals. Host provides web and application hosting services, and Customer wishes to host its website, application, or data with Host on the terms below. The Parties wish to set out the hosting services, fees, acceptable use rules, and the responsibilities of each Party for security and data. In consideration of the mutual promises below, the Parties agree as follows.

1. Hosting Services

1.1 Services. Host will provide the hosting services described in **Exhibit A** (the "**Services**"), which may include server space, bandwidth, storage, and related infrastructure on a [SHARED / VPS / DEDICATED / CLOUD] basis.

1.2 Resources. The Services include the resources stated in **Exhibit A**, including [STORAGE, BANDWIDTH, CPU/MEMORY, NUMBER OF DOMAINS OR ACCOUNTS]. Use in excess of these allocations is subject to the overage fees in Section 4.

1.3 Provisioning. Host will provision the Services within [NUMBER] days after the Effective Date and Customer's submission of required configuration information.

1.4 Account credentials. Host will issue Customer administrative credentials. Customer is responsible for safeguarding its credentials and for all activity occurring under its account, except activity caused by Host's breach of this Agreement.

2. Service Availability and Support

2.1 Availability. Host will use commercially reasonable efforts to keep the Services available at least [e.g. 99.9%] of the time each calendar month, excluding scheduled maintenance, emergency maintenance, force majeure, and matters attributable to Customer.

2.2 Maintenance. Host may perform scheduled maintenance during [MAINTENANCE WINDOW] with at least [NUMBER] hours' advance notice for work expected to cause downtime, and emergency maintenance without advance notice.

2.3 Support. Host will provide technical support through [EMAIL / PORTAL / PHONE] during [SUPPORT HOURS] and will use commercially reasonable efforts to respond within [RESPONSE TIME].

2.4 Monitoring. Host monitors the infrastructure for availability and security but is not responsible for monitoring the content, performance, or security of Customer's own applications and code.

3. Customer Content and Acceptable Use

3.1 Customer content. "Customer Content" means all data, files, code, software, and materials that Customer or its users upload, store, or transmit using the Services. Customer retains ownership of Customer Content.

3.2 Responsibility for content. Customer is solely responsible for Customer Content, including its legality, accuracy, and the rights to use it, and for obtaining all consents required for its hosting and distribution.

3.3 Acceptable use. Customer will not use the Services to: (a) violate any applicable law; (b) infringe third-party intellectual property or privacy rights; (c) distribute malware, spam, or unlawful content; (d) attempt to gain unauthorized access to systems; or (e) impose an unreasonable or disproportionate load that harms other customers.

3.4 Enforcement and suspension. Host may suspend or remove Customer Content or suspend the Services on notice (or immediately where required to prevent harm or comply with law) if Customer materially breaches this Section 3. Host will restore the Services promptly after the violation is cured.

3.5 Lawful requests. Host may disclose Customer Content as required by law or valid legal process and, where legally permitted, will give Customer prior notice.

4. Fees and Payment

4.1 Fees. Customer will pay the recurring and one-time fees stated in Exhibit A, in [CURRENCY, e.g. US dollars] and exclusive of taxes.

4.2 Billing cycle. Host will invoice [MONTHLY / ANNUALLY / IN ADVANCE], and Customer will pay each undisputed invoice within [NUMBER, e.g. 15] days of the invoice date.

4.3 Overages. Resource usage above the allocations in Exhibit A is billed at [OVERAGE RATE]. Host will notify Customer when usage approaches the allocation where reasonably practicable.

4.4 Late payment and suspension. Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law. Host may suspend the Services on [NUMBER] days' written notice if an undisputed invoice remains unpaid past its due date.

4.5 Taxes. Customer is responsible for all sales, use, and similar taxes arising from the Services, except taxes based on Host's net income.

5. Data, Backups, and Security

5.1 Backups. Host will perform [FREQUENCY, e.g. daily] backups of Customer Content and retain them for [NUMBER] days. Backups are a convenience and do not relieve Customer of the responsibility to maintain its own independent backups.

5.2 Security measures. Host will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the infrastructure and Customer Content against unauthorized access, consistent with industry practice.

5.3 Customer security duties. Customer is responsible for the security of its own applications, code, and credentials, including timely patching of software Customer controls and proper configuration of access permissions.

5.4 Incident notice. Host will notify Customer without undue delay after becoming aware of a confirmed security breach affecting Customer Content, and will cooperate reasonably in Customer's response, consistent with applicable law.

6. Term and Termination

6.1 Term. This Agreement begins on the Effective Date and continues for an initial term of [e.g. 12 months], renewing for successive [e.g. 12-month] terms unless either Party gives notice of non-renewal at least [NUMBER] days before the end of the then-current term.

6.2 Termination for convenience. Either Party may terminate for convenience on [NUMBER, e.g. 30] days' prior written notice.

6.3 Termination for cause. Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 15] days after written notice describing the breach.

6.4 Data export and deletion. On termination, Host will, for [NUMBER, e.g. 30] days, make Customer Content available for export in a commercially reasonable format. After that period, Host may delete Customer Content, subject to legal retention requirements and routine backups.

6.5 Survival. Sections 4 (for accrued amounts), 5.4, 7, 8, and 9 survive termination.

7. Warranties and Disclaimers

7.1 Mutual authority. Each Party represents that it has the authority to enter into this Agreement and to perform its obligations.

7.2 Service warranty. Host warrants that it will provide the Services in a professional and workmanlike manner consistent with industry standards.

7.3 Disclaimer. Except as expressly stated, the Services are provided "AS IS" and Host disclaims all other warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose, to the maximum extent permitted by law.

8. Indemnification and Limitation of Liability

8.1 Customer indemnity. Customer will defend and indemnify Host against third-party claims arising from Customer Content or Customer's violation of Section 3, subject to Host's prompt notice and reasonable cooperation.

8.2 Exclusion of indirect damages. Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data, even if advised of the possibility.

8.3 Liability cap. Except for Customer's payment obligations and indemnity, each Party's total aggregate liability arising out of this Agreement will not exceed the total fees paid or payable by Customer in the [NUMBER, e.g. 12] months before the event giving rise to the liability.

9. General Provisions

9.1 **Independent contractors.** The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

9.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 **Entire agreement; amendment.** This Agreement, together with its exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

HOST	CUSTOMER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

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