**WEBSITE HOSTING AGREEMENT**

**COMMENCEMENT DATE:** [SPECIFY DATE OF EXECUTION OF AGREEMENT]

**PARTIES:**

1. [SPECIFY THE COMPLETE AND FULL NAME OF THE Web Application Owner] (the “Web Application Owner”);

2. [SPECIFY THE COMPLETE AND FULL NAME OF THE SENDER] (the “Hosting Provider”)

**PURPOSE:**

This Website Hosting Agreement will precede a contract under which Web Application Owner will provide Hosting Provider will provide a variety of Web Hosting Services to Web Application Owner from the Commencement Date until such time that all deliverables have been given by Hosting Provider to Web Application Owner.

**TERMS**

**1. DELIVERABLES**

The Hosting Provider will deliver and provide the following services under the extent and purpose of this Web Hosting Agreement:

1. Web Application Owner agrees to submit a [SPECIFY NUMBER OF MONTHS] month contract term starting from [SPECIFY AGREEMENT START DATE] until [SPECIFY AGREEMENT END DATE].
2. Service shall start promptly succeeding such payment or agreement date as both agreed between contracting parties.
3. Initial deposit, if any shall be due in advance of any service provided.
4. This agreement is under automatic renewal terms and may only be cancelled with written notice no later than [SPECIFY NUMBER] days before the end of term renewal date.
5. Renewal fees for the succeeding term will be instinctively invoiced to the Web Application Owner’s account.
6. Renewal prices are subject to change. Notice shall be given to the Service Provider once a change takes place.
7. It will be considered as agreement if there is any modifications in the pricing Web Application Owner signature on the said renewal.
8. Hosting Provider is in agreement to abstain from decoding, decompiling, dismantling, or reverse engineering of any of the Company’s code, program or technology that is owned by the Web Application Owner.
9. Web Application Owner holds accepted rights to utilize any relevant trademarks or copyrighted materials which are utilized concerning with this service during the time that the web hosting agreement is in effect.

**2. PAYMENT**

2.1. Web Application Owner will pay the following amounts for the following Particulars:

|  |  |  |  |
| --- | --- | --- | --- |
| **PARTICULARS** | **UNITS** | **DESCRIPTION** | **SUBTOTAL** |
| [SPECIFY PARTICULARS] | [SPECIFY UNIT/S] | [INSERT DESCRIPTION] | [SPECIFY SUBTOTAL] |
| [SPECIFY PARTICULARS] | [SPECIFY UNIT/S] | [INSERT DESCRIPTION] | [SPECIFY SUBTOTAL] |
| [SPECIFY PARTICULARS] | [SPECIFY UNIT/S] | [INSERT DESCRIPTION] | [SPECIFY SUBTOTAL] |
| [ADD MORE AS NEEDED] | [ADD MORE AS NEEDED] | [ADD MORE AS NEEDED] | [ADD MORE AS NEEDED] |
|  | SUBTOTAL: | [SPECIFY SUBTOTAL] |
|  | TOTAL: | [SPECIFY TOTAL] |

2.2. Payment shall be made in the form of [SPECIFY: CASH, CHECK, OR OTHER FORMS].

2.3. Invoice of the full payable amount will be sent by Hosting Provider to Web Application Owner [SPECIFY NUMBER] days after the performance of a Particular Deliverable.

**3. PROPRIETARY AND CONFIDENTIAL INFORMATION**

All information relayed back and forth by both Web Application Owner and Hosting Provider will be deemed proprietary and confidential. Non-disclosure to parties other than the parties to this Agreement is strictly prohibited.

**4. TERMINATION**

Web Application Owner may terminate and/or end this Web Hosting Agreement at its sole discretion in the event that one of more of the foregoing events happen:

1. Failure to conform to all the terms as listed above.
2. Insolvency of either party.
3. Once agreed by the contracting parties.
4. [ADD OTHERS, AS NEEDED]

**5. GENERAL**

5.1. In the event that any terms are found ineffective in this agreement, all other terms shall stay in full effect and shall not be modified except as previously agreed between contracting parties.

5.2. This Agreement shall be governed by and construed in conformity with laws of [SPECIFY COUNTRY]. Any and all court proceedings in respect with this agreement will take place at [SPECIFY COUNTRY] with travel expenses not being reimbursed for either party.

5.3. This Agreement may not be assigned by the Sender without the written consent of the Web Application Owner. The Sender’s use of agent or subcontractors must be approved in advance by the Web Application Owner and must be done in writing.

5.4. This Agreement together with [SPECIFY THE ANY ATTACHED EXHIBITS AND/OR OTHER ATTACHMENTS, AS APPLICABLE] supersedes any and all other past agreements, either oral or written, and contains the entire agreement of the parties.

IN WITNESS WHEREOF, the contracting parties hereto have executed and delivered this Website Hosting Agreement as of the date first above written.

**Web Application Owner**

[INSERT SIGNATURE]

[SPECIFY COMPLETE AND FULL NAME OF REPRESENTATIVE]

[SPECIFY TITLE OR POSITION]

[SPECIFY THE NAME OF THE COMPANY]

[SPECIFY THE DATE SIGNED]

**Hosting Provider**

[INSERT SIGNATURE]

[SPECIFY COMPLETE AND FULL NAME OF REPRESENTATIVE]

[SPECIFY TITLE OR POSITION]

[SPECIFY THE NAME OF THE COMPANY]

[SPECIFY THE DATE SIGNED]