

SPECIFY THE FULL AND COMPLETE NAME OF THE COMPANY/BUSINESS ENTITY]

## **CHECKLIST WEBSITE HOSTING AGREEMENT**

Not every item nor everything contained in this checklist are important in every single contractual commitments and obligations. In a few circumstances, different arrangements may be proper which are not recorded beneath. The accompanying checklist for Website Hosting Agreement is, be that as it may, an essential, and only a general guide concerning the arrangements of the provisions in the Agreement. This checklist format can be utilized with a wide scope of appropriate hosting services as it leaves a significant part of the descriptions of the services themselves to the host's own particular writing. It is up to the host or the Company to characterize their own particular hosting service bundles and the particular services and highlights that they will offer to their customers. This document is not made to intentionally substitute for lawful wording which is provided by a skilled and competent guide in the relevant legal jurisdiction.

### **1. Definitions**

<b>Important Concepts/ Description</b>	<b>General Guidelines / Sample</b>	<b>Included</b>		<b>Remarks</b>
		Yes	No	
	<p>In this Section, you can define the important terms, phrases and concepts that shall facilitate better understanding of the entire agreement in the contract.</p> <p>The following are relevant terms and phrases that are important to define in the Agreement:</p> <p>(i) "Affiliate"; (ii) "Business Day"; (iii) (iv) "Confidential Information"; (v) "Client Content"; (vi) "Governmental Authority"; (vii) "Hosting Services"; (viii) "Initial Term"; (ix) "Intellectual Property"</p>	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]

### **2. Identity and Addresses of the Parties**

Important Concepts/ Description	General Guidelines / Sample	Included		Remarks
		Yes	No	
	<p>This Section shall describe the identities of the parties.</p> <ul style="list-style-type: none"> <li>- Individual or business entities</li> <li>- If the party or parties is/are a business entity or entities, specify what type of legal entity (ex. partnership, corporation, joint venture, LLC, LLP, etc.)</li> <li>- Specify the name of the person signing on behalf of the business</li> <li>- Specify the signer's official title</li> <li>- Clearly specify if the signer has or have the necessary authority to bind the business</li> <li>- Address of the principal place of business or residence of the parties</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]

**3. General Purposes, Objectives and Scopes of the Web Hosting Agreement**

Important Concepts/ Description	General Guidelines / Sample	Included		Remarks
		Yes	No	
General Purposes	Describe the general purpose/s of the parties in entering into the Web Hosting Agreement	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS ]
Objectives	Specify the short-term outcomes intended by the parties to be achieved by entering into the Web Hosting Agreement	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS ]
Scopes	Briefly outline the scopes of the content of the Web Hosting Agreement	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS ]

#### 4. Hosting Package and Services

Important Concepts/ Description	General Guidelines / Sample	Included		Remarks
		Yes	No	
General Scope of the Hosting Services	The Hosting Provider shall furnish the Client with certain website hosting services and systems [including website server space, web access, domain name registration, email capability, and / according to the attached [STATEMENT OF WORK] (the "[DELIVERABLE]").	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
	<ul style="list-style-type: none"> <li>- Generally, describe the services to be provided.</li> <li>- Describe the general business and scope of the pages to be hosted.</li> <li>- Describe the URL locations of the various pages.</li> <li>- Quantify of the server space being made available</li> <li>- Specify if there is a dedicated bandwidth requirement and how much bandwidth is available</li> <li>- Specify if there is a requirement that the server be a certain type</li> <li>- Specify if there is a warranty that server software be kept up to date</li> <li>- Specify if the web design is also included in services under this Agreement or a separate agreement,</li> <li>- Specify if the copyright license is tied to continued hosting</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Bundled Services	This section shall provide the website hosting services which are bundled together as the offering of the Hosting Provider.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]

Shared Servers	It is important to explicitly state in the Website Hosting Agreement of the Hosting Provider shall host the web site on a shared server or not.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Compatibility	This section shall outline the compatible software programs or applications and ISP which has experience of hosting the relevant content.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Website Operating System	Specify the required or preferred operating system	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Web Server platform	Specify the required or preferred web server platform	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Particular Feature of the Website	Specify the required or preferred particular feature of the website, any database software or particular Internet technology	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Use Third Party Information Sources	This section shall determine if there are any third party (independent) statistics accessible for service up-times, accessibility and connection speeds. It is critical to take note that reference sites are additionally a good indicator of ISP performance and reliability.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Specific Issues Capacity and Upgrades	Make sure that the Website Hosting Agreement provides adequate and sufficient hardware and bandwidth capacity for the website's initial and future traffic requirements.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Upgrade Costs and its Effects	Take note that upgrade expenses should be proportionate and acceptable. Avoid upgrades that are considered as a form of early termination with attendant cost.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Deliverables	This section shall list the website hosting services being provided by the Web Hosting Provider.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]

## 5. Fees and Payment

Important Concepts/ Description	General Guidelines / Sample	Included		Remarks
		Yes	No	
Fees	This provision shall characterize the different components of the website hosting services subject to payment fees and its corresponding amounts.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Cost	<p>This section shall be the place to list all direct costs associated with the web hosting agreement.</p> <p>Example: The direct costs associated with the hosting services provided under this Agreement shall be [SPECIFY TOTAL AMOUNT] per [SPECIFY IF PER MONTH/QUARTER/YEAR] which includes the following:</p> <ul style="list-style-type: none"> <li>● [SPECIFY THE AVAILABLE AMOUNT OF STORAGE] Storage</li> <li>● [SPECIFY THE AVAILABLE AMOUNT OF BANDWIDTH] Bandwidth</li> <li>● PCI Compliant</li> <li>● Subscription Fee</li> <li>● Scheduled Weekly Backups</li> <li>● On Demand Backups</li> <li>● Phone Support</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Terms of Payment	This portion shall specify the terms and conditions on how to make payments and the schedule of making such payments. It is important to include a statement that all fees and costs listed are inclusive of taxes, labor, and maintenance fees.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Taxes	This portion specifies the payment amounts under the Web Hosting	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]

	Agreement which do not include Taxes, hence, the applicable Taxes thereto shall be paid by the certain party.			
Late Payments and the Right to Suspend	Example: If the Client fails to make payments when due [SPECIFY THE NUMBER OF TIMES] times over any [SPECIFY THE NUMBER OF MONTHS]-month period, the Hosting Provider may suspend the Deliverable until the Client pays all outstanding fees plus a [SPECIFY THE AMOUNT OF REINSTATEMENT FEE IN WORDS (SPECIFY THE AMOUNT OF REINSTATEMENT FEE IN NUMBERS)] reinstatement fee.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Interest on Late Payments	Example: Any amount not paid when due will bear interest from the due date until paid at a rate equal to [SPECIFY THE APPLICABLE PERCENTAGE IN WORDS (SPECIFY THE APPLICABLE PERCENTAGE IN NUMBERS)] per [SPECIFY IF PER MONTH/QUARTER/YEARLY] or the maximum allowed by law, whichever is lower.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]

**6. Term**

Important Concepts/ Description	General Guidelines / Sample	Included		Remarks
		Yes	No	
Length of Web Hosting Services	This provision shall determine the parties' mutually agreed term or length of time for which the website hosting services shall be rendered.	<input type="checkbox"/>	<input type="checkbox"/>	
Commencement of Service	This provision shall characterize the condition and circumstances upon which	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS ]

	the website hosting services shall commence.			
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## 7. Termination

Termination	This provision shall provide the instances as to when the parties may legally or mutually end the Agreement and the corresponding parties' obligations under the Web Hosting Agreement.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Termination on Notice	This provision shall provide that termination shall take effect after notice has been provided and received by the parties.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Termination for Material Breach	This provision shall provide for instances where termination shall happen as an effect of a material breach incurred by a party.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]

## 8. Effects of Termination

Important Concepts/ Description	General Guidelines / Sample	Included		Remarks
		Yes	No	
Termination of Obligations	Example: Upon the expiration or termination of this Web Hosting Agreement, the Client and the Hosting Provider's rights, commitments and obligations under this Agreement will instantly and immediately cease.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Payment Obligations	Example: Upon the expiration or termination of this Web Hosting Agreement, each of the Client and the Hosting Provider shall pay any sums it owes to the other party, including payment obligations for services already rendered or performed, goods already	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]

	conveyed, or costs already incurred, and refund any sums received but not yet earned, including payments for the services not rendered or performed, or goods not conveyed, or costs sent.			
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**9. The Client and Hosts’ Respective Undertakings, Obligations and Restrictions**

Important Concepts/ Description	General Guidelines / Sample	Included		Remarks
		Yes	No	
Prohibited Use	Example: The Client shall not utilize the Deliverables for any unlawful or harmful purpose, or any purpose that would put the Hosting Provider in an awful light. Moreover, the Client shall not utilize the Deliverables to host, send, process, store, or process any harmful components, including viruses, and malwares; use it to infringe any person's Intellectual Property, security, privacy, or other confidential information and proprietary rights; utilize it to criticize, slander, malign, libel, or defame any person; publish and distribute other person's personal information or resemblance without authority, or otherwise disregard a person's privacy; utilize it to harass or threaten harm, or make hostile, offensive, indecent, obscene, oppressive or abusive statements or messages. Furthermore, the Client shall not utilize the Deliverables to send mass unsolicited electronic mail to third parties, utilize it in a way that misuses and abuses the Deliverables, disrupts other users' access to the Deliverables, or otherwise harms, obstructs or impedes the Deliverables, endeavor to or help other	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]

	people to gain unauthorized access to or use of the Deliverables; or utilize it in any capacity which may reasonably put the Hosting Provider in breach of any of its other commitments and obligations.			
Acknowledgement of Client Does Not Monitor	Example: The Client thus recognizes that the Hosting Provider does not, and does not claim to, monitor any of the users' content or the use of the Deliverables.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Breach of these Restrictions	Example: If the Hosting Provider reasonably believes that the Client has breached any of its restrictions, the Hosting Provider may delete or amend any relevant Client Content, or may suspend the Client's use of and access to the Deliverables while investigating the issue.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Status of Breach	Example: If after the Hosting Provider's reasonable investigation of the issue it shall discover that the Client has actually breached its restrictions, the Hosting Provider may consider it a material breach of this Agreement and shall dealt with accordingly.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Representations	Example: The Hosting Provider exercises no power or control over, and acknowledged no duty, responsibility or obligation regarding third party content of the information going through the Hosting Provider's system, network hubs and points of presence, or the web.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
No Guarantee and Warranty	Example: The Hosting Provider does not make any guarantees or warranties of any sort, whether express or implied, regarding the execution and performance of the Deliverables, including any guarantee or warranty of merchantability, fitness for a specific purpose, of non-encroachment and	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]

	non-infringement, emerging out of trade usage, course of dealing, course of execution, course of performance, or guarantee or warranty that the Deliverables will be continuous, uninterrupted, constantly available and accessible, free of harmful components, exact, or error-free.			
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**10. Intellectual Property and Proprietary Rights**

Important Concepts/ Description	General Guidelines / Sample	Included		Remarks
		Yes	No	
Intellectual Property Rights' Ownership	<ul style="list-style-type: none"> <li>- Who owns the intellectual property or properties and its corresponding rights?</li> <li>- Make sure all parties with rights that are affected are made parties to the Agreement</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS ]
Each Party Retains Intellectual Property	This provision shall provide that each party shall retain exclusive interest in and ownership of its Intellectual Property or Properties developed before the creation of the Website Hosting Agreement or those which are outside the scope of the Agreement.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS ]
Current Rights	This part of the provision determines the party who holds the current rights to utilize any of the applicable intellectual property/ies and its corresponding rights used in connection with the website hosting service while the Website Hosting Agreement is in full force and effect.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS ]
License to the Hosting Provider	Example: The Client thus conceded to the Hosting Provider a non-transferable, non-restrictive, non-sub licensable, world-wide, and royalty-free license to use the Client's pre-existing Intellectual Property	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS ]

	or Properties, as well as its corresponding rights, solely for the purpose of providing the [SPECIFY THE DELIVERABLES UNDER THE WEB HOSTING AGREEMENT].			
Use of the Intellectual Property or Properties	Example: The Client warrants that it has the right to utilize any applicable Intellectual Property or Properties utilized in connection with the Web Hosting Agreement.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS ]
Developed Intellectual Property	Example: If any Intellectual Property or Properties is/are developed under this Website Hosting Agreement, whether by the Client or the Hosting Provider in their own respective capacities or jointly-developed by both parties, both the Client and the Hosting Provider shall cooperate to execute a separate agreement regarding the ownership of and any licenses regarding that newly-developed Intellectual Property or Properties.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS ]

**11. Confidentiality**

Important Concepts/ Description	General Guidelines / Sample	Included		Remarks
		Yes	No	
Confidential Information	Example: Proprietary and confidential information exchanged under this Agreement shall be dealt with accordingly by the Client. The proprietary and confidential information shall incorporate, however not constrained to, the terms, conditions, and provisions of this Agreement, product and services, list of clients, software, programs and pricing. The Client additionally consents not to disintegrate, decompose, dismantle, disassemble, interpret, decode or reverse engineer any of the Hosting Provider's	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]

	program, code or technology delivered to the Client or any part thereof.			
Confidentiality Obligation	Example: The receiving party shall hold in certainty and confidence all Confidential Information revealed by the disclosing party to the receiving party.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Use Solely for Purpose	Example: The receiving party may only make use and utilize the Proprietary and Confidential Information as per the terms and conditions set out in this Agreement and solely for the purposes of [SPECIFY AGREED USE OR PURPOSE].	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Non-Disclosure	Example: The receiving party may not reveal any Proprietary and Confidential Information, to any third party, except to the extent and degree allowed by this Web Hosting Agreement the disclosing party agrees to in writing, or as required by law.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Notice	Example: The receiving party shall inform and notify the disclosing party in the event that it is required by law to reveal any Proprietary or Confidential Information, or learns of any unapproved exposure or revelation of any Proprietary or Confidential Information.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
Use of Logos	Example: The Client thus concedes to the Hosting Provider a non-transferable, non-restrictive, non-sub licensable, and royalty-free license to utilize and reproduce the Client's name, logos, and trademarks on the Hosting Provider's client records, advertising, promotions, and website.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]

**12. General Agreement**

<b>Important</b>	<b>General Guidelines / Sample</b>	<b>Include</b>	<b>Remarks</b>
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Concepts/ Description		d		
		Yes	No	
1. Waivers	Example: Neither the Client or the Hosting Provider's failure, disregard or neglect to enforce and uphold any of the rights set forth under this Agreement shall be deemed to be a waiver of that party's rights.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
2. No Course of Dealing	Example: A single or fractional exercise of any right or remedy will not preclude any other or further exercise of any right or remedy	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
3. Indemnification	Example: The Client and the Hosting Provider shall indemnify and reimburse each other against all losses and misfortunes emerging out of any actions or proceedings brought by either of them or a third party, and arising out of the either party's resolute offense, willful misconduct or gross negligence.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
4. Mutual Limitation of Liability	Example: No party shall be liable for breach-of-contract damages that are remote, theoretical or speculative, or that the breaching party could not reasonably have predicted to happen into this Agreement.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
5. Force Majeure	Example: "Force Majeure Events" implies any condition or situation not within the reasonable control of the Party influenced, however only if and to the degree that (i) such condition or situation, in spite of the exercise of reasonable diligence, cannot be, or be caused to be, anticipated, prevented, evaded, avoided, evacuated or removed by such Party, and (ii) that such condition or situation physically, materially and antagonistically influences the capacity of the Party to carry out its obligations under this Agreement, and (iii) that such Party has taken all due care, reasonable measures, and	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]

	reasonable alternative measures in order to avoid the impact of such event on the Party's capacity to perform its obligations under this Agreement and to relieve the results thereof.			
6. Notices	This provision characterizes the following: (i) type of notice; (ii) how notice may be made; and (iii) when the notice is considered to have been received. This provision works in conjunction with other provisions of the agreement describing the situations or conditions when notice is or shall be required.	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]
7. Dispute Resolution	<p>This provision provides that any question, debate or dispute arising between the Client and the Hosting Provider are to be settled by a mediation court or an arbitration tribunal. The primary and relevant considerations in drafting a dispute resolution clause are:</p> <ul style="list-style-type: none"> <li>• Binding or Non-Binding: The Binding arbitration provision means that the decision of the arbitrators is final. On the other hand, non-binding arbitration provision enable the parties to overlook the mediation court or the tribunal's decision and take the dispute to court.</li> <li>• Choice of Rules: Parties select from a large number of domestic and international dispute resolution rules which shall be applied to settle any disputes.</li> <li>• Choice of Arbitrators: The provision may determine the number and qualifications of the arbitrators and which party has the right of determination or dismissal.</li> <li>• Timing and location: The provision may characterize the calendar for submitting disputes and the location for the hearing.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	[SPECIFY REMARKS]

<p>8. Governing Law and Jurisdiction and Venue</p>	<p>This provision determines that the laws of a mutually agreed upon place of jurisdiction will govern the interpretation, implementation, and enforcement of the terms and conditions of the Web Hosting Agreement.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<p>[SPECIFY REMARKS]</p>
<p>9. Severability</p>	<p>This provision states what will happen to the Web Hosting Agreement if part of it or any of its provision is declared invalid, illegal, or unenforceable by a court of competent jurisdiction. This provision generally contains two parts, (a) savings language to protect the rest of the Agreement in the occasion that a court of competent jurisdiction declares a part to be invalid, illegal, or unenforceable, and (b) reformation language that describes how the parties expect the invalid, illegal or unenforceable parts to be modified in order to be valid, legal, or enforceable, or simply removed.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<p>[SPECIFY REMARKS]</p>
<p>10. Entire Agreement</p>	<p>This provision characterizes the scope of the agreement and demonstrates to courts that the parties' intent that what is defined as the Agreement represents the complete and entire agreement.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<p>[SPECIFY REMARKS]</p>