

Web Site Hosting Service Agreement

WHEREAS, Rappahannock Web Development, Inc. is an information provider connected to the Internet. Rappahannock Web Development, Inc. offers storage and transfer services over the Internet through access to its World Wide Web Server;

WHEREAS, Client seeks to utilize Rappahannock Web Development's server for its own purposes;

WHEREAS, the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, Rappahannock Web Development, Inc. can make no guarantee that any given reader shall be able to access Rappahannock Web Development's server at any given time. Rappahannock Web Development, Inc. represents that it shall make every effort to ensure that its server is available as widely as possible and with as little service interruption as possible;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows;

I. Financial Arrangements

1. Client agrees to a one (1) month contract, beginning upon Rappahannock Web Development's receipt. Client agrees to pay Rappahannock Web Development, Inc. for services rendered pursuant to the charges specified in the web hosting order form and/or signed proposal attached hereto.
2. First one (1) months payment plus setup charges shall be due before account is setup.
3. This agreement will automatically renew for successive one (1) month periods unless cancelled in writing 30 days prior to the renewal date. Client will receive an invoice for charges and payment is due upon receipt.

II. Material and Products

Connection speed represents the speed of a connection to and do not represent guarantees of available end to end bandwidth. Rappahannock Web Development, Inc. expressly limits its damages to the Client for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability.

Rappahannock Web Development, Inc. specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

III. Domain Name Registration

Client is solely responsible for registration of domain names and the payment of all related fees, both initial and maintenance, associated therewith.

IV. Assignment

This Agreement may not be assigned or transferred by Client, in whole or in part, either voluntarily or by operation of law, without the prior written consent of Rappahannock Web Development.

V. Termination

This Agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. In such event, the canceling party will be required to pay to other party an amount equal to the unused portion of service excluding any hosting or setup charges. Notwithstanding the above, Rappahannock Web Development, Inc. may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with the terms of this Agreement.

VI. Statute of Limitations

No action, regardless of form, may be brought by either party more than one (1) year after the cause of action has accrued, or in the case of any action for nonpayment, more than one (1) year from the date the last payment was due.

VII. Acceptable Use

The practice of bulk unsolicited email or "spamming" is prohibited in conjunction with the Rappahannock Web Development servers.

Client may only use Rappahannock Web Development's Server for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secrets.

VIII. Indemnification

Client agrees that it shall defend, indemnify, save and hold Rappahannock Web Development, Inc. harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against Rappahannock Web Development, Inc., its agents, its customers, servants officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless Rappahannock Web Development, Inc. against Liabilities arising out of (i) any injury to person or property caused by any products sold or otherwise distributed in connection with Rappahannock Web Development's Server; (ii) any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party; (iii) copyright infringement; and, (iv) any defective product which Client sold on Rappahannock Web Development's Server.

IX. Waiver

The failure of either party to exercise any of its rights or to enforce any of the provisions of this Agreement on any occasion shall not be a waiver of such right or provision, nor affect the right of such party thereafter to enforce each and every provision of this Agreement.

This Agreement and the attached Appendices constitute the entire understanding between the parties and shall supersede all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Any changes or modifications thereto must be in writing and signed by both parties by their duly authorized representatives.

This Agreement shall be governed and construed in accordance with the laws of the State of Virginia.