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WEB HOSTING AND EMAIL RESELLER AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<CustCompany>> (hereafter referred to as "VAR or Reseller") and <<Company>> (hereafter referred to as "Company" or "Provider").

The purpose of this Agreement (hereafter referred to as the "Agreement") is to precede a longer-term contract arrangement under which <<CustCompany>> will provide Reseller services on behalf of Company.

Terms and Conditions

As a service, the standard VAR Agreement with Company is provided below.

1. Right to Resell.

Subject to the terms and conditions of this Agreement, Company grants the VAR a non-exclusive right to resell its products and services to the VAR's customers with the following Agreements:

- a) Provider's service will be provided on an "as is, as available" basis. Further, provider provides no warranty, written, expressed or implied, for any web hosting or email services provided, including, without limitation, warranty of the merchantability and warranty of fitness for a particular purpose. This no warranty expressly includes any reimbursement for losses of income due to disruption of service by provider or its providers beyond the fees paid to provider for services.
- b) VAR and VAR's Customers ("VAR's End-Users") will use the Web Hosting and Email services in a manner consistent and compliant with any and all applicable laws of the State of <<State>> and the US Federal Government.
- c) Use of any information obtained by way of provider is at VAR's own risk, and Provider specifically denies any responsibility for the accuracy or quality of information obtained through its services. Provider makes no warranty, written, expressed or implied of any guaranteed uptime,

Reseller Initials _____ Company Initials _____

or that the service will function at a reliable level based on past performance.

- d) Provider is not responsible for any damages arising from VAR's use of Provider or by VAR's Customer's inability to use the Web Hosting and Email services for any reason.
- e) Provider shall make every reasonable effort to protect data stored on Customer's Server(s), Provider is not responsible for VAR or VAR's Customer's data, files, or directories residing on Provider's equipment. Customer is solely responsible for maintaining data, file, and back-ups.

2. Representation.

The VAR shall maintain a sales office for product promotion and is responsible for all costs incurred for the promotion and sale of Company products and services. The VAR shall conduct business in its own name and shall not represent itself as an employee or agent of Company. Prospects may be registered with Company and will be protected for 90 days. This protection may be renewed at Company discretion for a further 90 days.

3. End User Pricing.

End User pricing and VAR Compensation is outlined on Exhibit A, attached, and is subject to change at the sole discretion of Company. VAR may set their end-user pricing as they determine. Company is not responsible for misrepresentations, inaccuracies, errors of other pricing discrepancies made between the VAR and any prospective customers that the VAR may deal with.

4. Compensation.

Terms of payment are C.O.D. unless credit approval has been granted by Company. If credit approval has been granted, credit terms are net 10 upon receipt of invoice. We reserve the right to revoke any credit extended if payment is in arrears for more than 30 days. VAR is solely responsible for all hosting and billing payments to Company.

5. Non-Disclosure.

Proprietary Information exchanged here forth shall be treated as such by the VAR and held in the strictest of confidence. This information shall include, but not be limited to, the provisions outlined in this Agreement, product and services information, pricing, source code, company practices, methodology and procedures. The VAR further agrees to not

DEMO CONTRACT

This demo contract has been truncated. The complete 3 page editable version of this document is available in the Contract Pack template collections

<https://www.proposalkit.com/html/legal-contract-templates/reseller-agreements/web-site-hosting-reseller-contract.htm>

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