

WEB SITE HOSTING AGREEMENT

BETWEEN:
.....
.....
(hereinafter referred to as the "Client")

01
AND:
.....
.....
(hereinafter referred to as the "ISP" - Internet Service Provider -)
(the Client and the ISP hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Client wishes to entrust the ISP with the hosting of its Web site;

WHEREAS, for good and valuable consideration, the ISP agrees to provide the Client with Web site hosting and other services as specified herein;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

02 **2.01 Services**

The ISP undertakes to provide the Client with the following services (hereinafter referred to as the "Services"):

- a) to register with the appropriate organization, on behalf of the Client, the domain name indicated in the specifications attached to this Agreement as Schedule "....." (hereinafter referred to as the "Specifications") or, if unavailable, any other registrable domain name proposed by the Client, in relation to the Client's Web site (hereinafter referred to as the "Web Site");

OR
to entrust the appropriate organization with the routing of the domain name indicated in the specifications attached to this Agreement as Schedule "....." (hereinafter referred to as

Client	ISP

the "Specifications"), in relation to the Client's Web site (hereinafter referred to as the "Web Site");

OR

to grant to the Client's Web site (hereinafter referred to as the "Web Site"), for the term of this Agreement, the sub-domain name indicated in the specifications attached to this Agreement as Schedule "....." (hereinafter referred to as the "Specifications");

OR

to grant to the Client's Web site (hereinafter referred to as the "Web Site"), for the term of this Agreement, the index name indicated in the specifications attached to this Agreement as Schedule "....." (hereinafter referred to as the "Specifications");

b) to install and set up the Web Site on the ISP's Web server (hereinafter referred to as the "Web Server"), according to the Specifications including, but without limitation, the installation and configuration, if such is the case:

- of the Web Site pages (hereinafter collectively referred to as the " Web Pages");
- of its graphic elements including, without limitation, the texts, drawings, icons, images, graphics, pictures, charts and other elements indicated in the Specifications (hereinafter referred to as the "Graphic Elements");
- of its software components including, where applicable but without limitation, the scripts, applets, applications, programs, database management engines and multimedia components (hereinafter referred to as the "Software Components"), as long as they have previously been verified and approved by the ISP's technicians,

the Web Pages, Software Components and Graphic Elements (the ones to be handed to the ISP by the Client in accordance with the Specifications as well as the ones to be installed in the future) hereinafter collectively referred to as the "Web Folder";

b) to carry out testing on the Web Site;

c) to provide the Client with a username and a password to access to the Web Site reserved area on the Web Server, in FTP ("File Transfer Protocol") and Telnet modes;

d) to provide the Client with the e-mail address(es) stated in the Specifications;

e) to host the Web Site for the term stated in the Specifications, subject however to the respect of all the Client's obligations including the payment of any amount due to the ISP, according to the terms and conditions of payment stated in the Specifications;

f) to provide the Client and his designated employees with the training required in the Specifications;

g) to provide the Client with the information and documentation respecting the access and operation of the Web Site;

h) to provide the Client with technical support in accordance with the Specifications.

3.00 CONSIDERATION

03 3.01 Price

With respect to the Services and other services to be provided, the Client shall pay the ISP the price indicated in the Specifications, plus any applicable taxes.

3.02 Billing

The ISP shall send all invoices to the Client's address indicated in the Specifications or to any other address the Client may communicate to the ISP following the signing of this Agreement.

04 3.03 Terms and Conditions of Payment

The price is payable by the Client to the ISP according to the terms and conditions of payment indicated in the Specifications.

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Client

ISP