

Hosting

Fact: Using a single company to manage both the front end and back end of your website can significantly reduce website downtime, budgets spent on web training, and headaches when something goes wrong.

Gravitate is a complete web hosting solution that keeps sites running quickly and limits costly downtime. Our dedicated hosting team has extensive experience and training working with hosting services at Rackspace Managed Hosting and Amazon Web Services. If there's an issue on your site or server, make one call (or send an e-mail) and we'll solve the issue.

Bottom line?

A team that knows your website inside and out can optimize your site's performance and quickly address any issues that may jeopardize the visibility or security of your website.

Hosting Programs starting at:

Basic \$45/month

Enhanced \$300/month

Premium \$500/month

	Basic Rackspace Cloud Linux/Windows	Enhanced Custom Amazon AWS Linux Only	Premium Custom Amazon AWS Linux Only
Server Storage	20 GB (shared cloud instance)	100 GB (dedicated cloud instance)	100 GB (dedicated cloud instance)
Bandwidth	Unlimited	Unlimited	Unlimited
DNS Management / Aliases	Free	Free	Free
Initial Configuration <i>(installation and setup)</i>	1 hour free	3 hours free	10 hours free
Full Data Backups	Quarterly (Linux only)	Daily	Daily
Monitoring	Nagios	Nagios and Cloud Watch	Nagios and Cloud Watch
Server Access	FTP / SFTP	Git	Git
Auto Scaling	Basic	Customizable	Customizable
CloudFront CDN	None	Included	Included
Load Balancing Servers	None	None	2 Instances
Memcache Server	None	None	Included
Staging Server	None	None	Included
SSL Hosting and Dedicated IP	\$10 / month	Free	Free
Annual Payment Discount	None	10%	10%

Hosting Agreement, Terms and Conditions

This Hosting Agreement is between Gravitare Design Studio, LLC (Provider) and _____(Client). This Hosting Agreement is for twelve months. Upon signing, Service begins the first day of the following month (The Effective Date). As an organization or individual seeking web hosting services, Client agrees to the following:

Fees and Payment

As consideration for the web hosting services, Client agrees to pay to the Provider all fees (including applicable taxes) as specified for web hosting services. Fees will be billed annually or automatically charged quarterly, depending on the Client's designated web hosting plan. All fees payable are due upon receipt of your invoice from the Provider and are non-refundable. All additional service fees that extend beyond the Client's designated web hosting plan will be invoiced separately.

Renewal by Client and Termination of Services

This agreement will automatically renew each year unless cancelled in writing by Client at least 30 days prior to the end of the current term, based on a twelve-month period from the annual Effective Date. Renewal of web hosting services by Client indicates agreement to any contract revisions. Renewal prices are subject to change, however the client will be notified at least 30 days prior to the end of the web hosting services annual renewal date, determined by the Effective Date. The Provider reserves the right to verify all cancellations before terminating service. Notwithstanding the above, the Provider may terminate service under this Agreement at any time, without penalty, with a 30-day written notice, to the Client.

Site Legitimacy and Legal Use

Client represents that, to the best of their knowledge and belief, the websites used with this Service do not directly or indirectly infringe on the legal rights of any party, and that the website is not being used for unlawful purposes. Client further agrees, unless otherwise authorized by the Provider in writing, not to use the Services to deliver pornographic materials, as defined in our sole discretion, including, but not limited to, video or images of nude or semi-nude people, or people appearing in sexual situations. If, in our opinion you have used this Service for this purpose, we reserve the right to immediately terminate Services. Client further agrees not to use this Service to deliver unsolicited bulk e-mail ("spam"). If, in our opinion you have used the Services for this purpose, we reserve the right to immediately terminate Services. Client agrees to not exceed bandwidth usage in the Client's chosen package. All overages will be billed to Client on a per GB basis. Rates fluctuate; please check with a representative for current rates. If you are planning any sort of mass or bulk mailing, we recommend you use a third-party mailing service for this purpose.

Support

The Provider provides application level support for our clients at our hourly rate of \$125/hour, billed in 15-minute increments. Rates are subject to change. All support (including, but not limited to phone calls, email, site troubleshooting, updates, and error fixing after warranty) is considered billable unless otherwise noted.

Support Hours

Office hours are 8AM - 5PM Pacific Time with limited emergency support all other times. Averages during business hours: phone response within 30 seconds, voicemail and email response within one hour, development response to service outages is immediate upon notification. Averages after hours: voicemail and email response by the next business day, alarms are sent via email notification 24/7 to the Client Services Manager to determine if emergency support is needed.

Escalation

The Client Services Manager and Account Managers are notified and kept informed regarding service outages. After troubleshooting for 30 minutes, the Director of Operations is notified of the service outage.

Limitation of Liability

The Client expressly agrees that use of the server offered by the Provider is at your sole risk. Neither the Provider, its employees, affiliates, agents, merchants licensors or the like, warrant that the server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Provider server service.

The Client agrees that our entire liability, and your exclusive remedy, with respect to any Service(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount paid for such Service(s). The Provider and/or its contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such jurisdictions, the Provider's liability is limited to the extent permitted by law. The Provider disclaims any and all loss or liability resulting from, but not limited to: 1) loss or liability resulting from access delays or access interruptions; 2) loss or liability resulting from data non-delivery or data mis-delivery; 3) loss or liability resulting from acts of God; 4) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; 5) loss or liability resulting from errors,

omissions, or misstatements in any and all information or service(s) provided under this Agreement; 6) loss or liability resulting from the interruption of your Service. The Client agrees that the Provider will not be liable for any loss of registration and use of your domain name(s), or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if the Provider has been advised of the possibility of such damages.

Indemnity

The Client agrees that it shall defend, indemnify, save and hold the Provider harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against the Provider, 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 the Client, its agents, employees or assigns. The Client agrees to defend, indemnify and hold harmless Provider against liabilities arising out of any of the following:

- Any injury to person or property caused by any products sold by the Client or otherwise distributed in connection with the Provider's Server service
- Any material supplied by the Client infringing or allegedly infringing on the proprietary rights of a third party
- Copyright infringement
- Any defective product which the Client sold on the Server offered by the Provider

Transfer of Services

There is no provision to transfer the service to another party under this agreement. Where a transfer of Service to another party occurs, it is deemed to have occurred by the original parties to this Agreement canceling the Agreement, and the new parties entering into a new Agreement.

Terminology

Domain Name: A domain name is a unique name that identifies an internet resource such as a website.

Registrar: A domain name registrar is an entity that manages the reservation of internet domain names. Domains are usually registered in one year increments. The domain will need to be pointed to a name server.

Name Server: The name servers used for a domain can be hosted at the registrar, web host, or a third party. We recommend allowing us to host your name server. Using our name servers can speed up your site and allow custom rules for load balancing. DNS is stored on the name servers.

DNS: DNS is the instructions needed to get web and email traffic to your hosting providers. DNS translates domains into IP addresses; eg: example.com translates to 93.184.216.119

Web Host: Your web site and database files are stored at the web host. The web host server will be assigned an IP address. The DNS will need to include an "A" record that points to the IP address for the web host.

* Some information from this terminology was found on wikipedia.org

Choose a hosting program:☐ **Basic** \$45/month☐ **SSL Hosting** \$10/month☐ **Enhanced** \$300/month☐ **SSL Hosting**☐ **Autoscaling**¹☐ **Premium** \$500/month☐ **SSL Hosting**☐ **Autoscaling**¹☐ **Custom Setup / Upgrades** \$_____/month

¹ Autoscaling may increase the cost of hosting. If autoscaling occurs frequently, your application may need larger instances or a larger amount of instances. If autoscaling is turned off, your application may respond slower during high traffic.

Hosting Program**Total** /month**Choose a payment plan:**☐ **Annually** (10% discount for enhanced and premium)☐ **Annually**☐ **Quarterly** (auto-pay)

By signing below, the client agrees to all terms and conditions for the designated hosting package.

Authorized Signature

Printed Name

Date