

WEB HOSTING AND EMAIL RESELLER AGREEMENT

THIS AGREEMENT is made on this ____ day of _____, 200__, 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 & 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 by client to provider for services.
- b) VAR & VAR's Clients ("VAR's End-Users") will use the Web Hosting & 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, 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 Client's inability to use the Web Hosting & Email services for any reason.
- e) Provider shall make every reasonable effort to protect data stored on Client's Server(s), Provider is not responsible for VAR or VAR's Client's data, files, or directories residing on Provider's equipment. Client is solely responsible for maintaining data, file, and back-ups.

2. Representation.

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