



# PROPOSAL KIT SAMPLE

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## EMAIL HOSTING AGREEMENT (SHARED SERVER)

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Company") and <<CustCompany>> ("Customer").

The purpose of this Agreement (hereafter referred to as the "Agreement") is to set forth a contract arrangement under which Company will provide Email Hosting services ("Shared Email Hosting Services") on behalf of Customer.

### Agreements

In consideration of the mutual covenants set forth in this Agreement, Company and Customer hereby agree as follows:

#### 1. Terms.

Subject to the terms and conditions of this Agreement, Company will provide Shared Email Hosting Services for Customer subject to the following terms:

a) Length of Service.

Customer agrees to an initial six (6) month or twelve (12) month contractual term of service ("Term"). The length of contract required is based on the type of service desired by Customer and shall be determined solely by Company.

b) Service Start Date.

The first payment plus setup charges, if any, shall be due in advance of any service provided. Service shall begin upon Company receipt of payment for such first term of service or upon a mutually agreed upon alternate date.

c) Renewal by Customer.

Customer Initials \_\_\_\_\_ Company Initials \_\_\_\_\_

This Agreement will automatically renew for successive six (6) or twelve (12) month terms unless canceled in writing by Customer at least 30 days prior to the end of term renewal date. Renewal prices are subject to change. Renewal of services by Customer indicates agreement to any contract revisions and price changes. Renewal fees for the following term will be automatically invoiced to Customer's account.

d) Type of Service.

This service agreement provides a shared email server using << Insert Mail Server Type Description >>, and includes Web Mail (email accounts are accessible through a web browser) as well as POP, SMTP, or IMAP protocols for sending and receiving email from a desktop email client. Customer will share server space with other domains and not have an exclusive right or reservation of the resources and or disk space that the server may have available to it.

e) Limitations of Service.

Company is not responsible for training Customer or Customer's employees on the use of their respective email clients. Company is not responsible for troubleshooting email problems not directly related to the Shared Email Hosting Services and the Company's equipment, facilities, or servers.

Company is not responsible for maintaining and renewing Customer's domain name MX records or other DNS-related functions if Customer's domain name is not hosted by the Company.

Company is not responsible for Customer's domain being listed on any third-party blacklist or suppression list not under Company's direct control.

Company is not responsible for troubleshooting or correcting any problem with Customer being able to send or receive email to or from a third party due to blacklists, suppression lists, third party software or firewalls, network security settings or any other factor not directly under Company's control.

## 2. End-User Pricing and Shared Email Hosting Services Compensation.

End-user pricing and Shared Email Hosting Services compensation is outlined on Exhibit A, attached, and is subject to change at the sole discretion of Company.

### 2.1 Excessive Use of Services.

Company may impose an additional charge or a restriction of services at any time that Customer's use of the Shared Email Hosting Services imposes a considerable effect on Company resources or system performance. Company shall have sole discretion as to

## DEMO CONTRACT

This demo contract has been truncated. The complete 4 page editable version of this document is available in the Contract Pack template collections

<https://www.proposalkit.com/html/legal-contract-templates/web-hosting-contracts/email-hosting-shared-server-contract.htm>

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

Customer Initials \_\_\_\_\_ Company Initials \_\_\_\_\_

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This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

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