

## → Service Level Agreement

This contract is between Smallbox Software Inc (herein known as “Smallbox”) and the Client (herein known as the “Client”) and provides details surrounding the use of Smallbox hosted web service. Our agreement includes access to the content management system, hosting, initial setup of web domain, email requirements and traffic statistics.

**www.yourdomain.com**

Individual Name

Company Name

Address

### **i. Service summary** (all prices subject to applicable taxes)

**Basic – \$49.95/month**

- Email accounts: 25
- Email forwarding: unlimited
- Storage space: 1gb
- Included traffic: 25gb
- Additional traffic: \$2.95/month for each additional 1gb
- Free comprehensive tracking statistics

**Standard – \$99.95/month**

- Email accounts: 100
- Email forwarding: unlimited
- Storage space: 5gb
- Included traffic: 200gb
- Additional traffic: \$1.95/month for each additional 1gb
- Free comprehensive tracking statistics

**Dedicated Server – \$379.95/month + one-time setup fee of \$149.95**

- Emails included: unlimited
- Storage space: entire hard drive
- Included traffic: 500gb
- Additional traffic: \$1.95/month for each additional 1gb
- Regular security audits and updates
- Hardware firewall
- Free comprehensive tracking statistics

### **Additional services (as required) unless other agreements are in place:**

- Extra storage space \$15/month for 1gb
- Additional email accounts \$10/month for 15
- Design, programming and multimedia development \$100/hr

## **ii. Service and performance guarantee**

Smallbox will maintain its network in such a manner as to provide to all clients the best possible performance to the Internet. In order to achieve this Smallbox makes the following guarantees to all clients:

1. All content on our servers are backed up to an archive server on a weekly basis. Backups ensure no data loss to any housed server. This is intended for use in the event of a problem occurring, not the restoration of individual files.
2. Zero packet loss internal to Smallbox's network between Smallbox's servers and the Internet.
3. Smallbox's internal network will have an average latency of not greater than 1ms (intra-city)
4. Smallbox will deliver all clients traffic to a Tier one Internet carrier (Tier one Internet carrier refers to any Internet carrier who has or maintains a national or international Internet network or POPs in more than one Province or State) with an average latency not greater than 2ms.

## **iii. Financial arrangements**

1. The parties agree to a month-to-month contract, beginning after Smallbox's receipt of payment of the initial monthly or other service fee.
2. This agreement will automatically renew for successive one (1) month periods for the life of the contract until cancelled in writing. The Client will receive an electronic invoice for payment each month that is due upon receipt.
3. The parties may agree to annual payments with the same arrangements as if it were a monthly contract as outlined above.
4. The SLA shall begin within 30 days of a CMS-ready website being delivered to the Client. Dedicated SLAs shall commence upon hardware installation.
5. Delinquent accounts are subject to collection via alternate payment arrangements including, but not limited to, pre-authorized payments, electronic funds transfer or annual payment.
6. Up to a \$25 fee may be charged for non-sufficient funds and or declined payments.

## **iv. Taxes**

1. Smallbox shall not be liable for any taxes or other fees to be paid in accordance with or related to sales made from the Client using Smallbox's server. The Client agrees to take full responsibility for all taxes and fees of any nature associated with such products sold by the Client.

## **v. Disclaimer of warranty**

1. This disclaimer of warranty expressly disclaims any right to reimbursement for direct or consequential losses, including but not limited to losses of income, due to disruption of service by provider or its providers beyond the fees paid by the Client to provider for services.
2. The Client expressly agrees that use of Smallbox's service is at the Client's sole risk. Smallbox, its employees, affiliates, agents, third party information providers, merchants licensors or the like, indicate Smallbox's web hosting service may be interrupted and may not be error free. Smallbox makes no warranty as to the results that may be obtained from the use of the web hosting service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the web hosting service, unless otherwise expressly stated in this agreement.
3. Under no circumstances, including negligence, shall Smallbox, its officers, agents or anyone else involved in creating, producing or distributing Smallbox's web hosting service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Smallbox's web hosting services; or that results from mistakes, omissions, interruptions, deletion or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to Smallbox's records, programs or services. The Client hereby acknowledges that this paragraph shall apply to all content on Smallbox's web hosting services.
4. Use of any information obtained by way of Smallbox is at the Client's own risk and Smallbox specifically denies any responsibility for the accuracy or quality of information obtained through its services.
5. Connection speed represents the speed of a connection and does not represent guarantees of available end-to-end bandwidth.
6. Smallbox disclaims liability for any damages arising from the Client's use of Smallbox's Server(s). Smallbox disclaims liability for the Client's data, files, or directories residing on Smallbox's equipment or its providers equipment.

7. Notwithstanding the above, the Client's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which the Client paid during the term of this Agreement.

#### **vi. Trademarks and copyrights**

1. The Client warrants that they have the right to use any applicable trademarks.
2. The Client hereby agrees that any material submitted for publication through the Client's account(s) will not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything libelous or harmful. The Client will hold Smallbox harmless and indemnify from any damages, fines, or costs including attorney fees which may arise from any such violation or infringement.

#### **vii. Capacity**

1. The Client certifies that he or she has full right and authority to enter into this agreement to bind the Client hereto.

#### **viii. Internet etiquette**

1. Due to the public nature of the Internet, all information should be considered publicly accessible, and important or private information should be treated carefully. Smallbox is not liable for protection or privacy of electronic mail or other information transferred through the Internet or any other network provider or its customers may utilize.
2. Use of distribution lists via unsolicited electronic mail or other electronic mailings is strictly prohibited. Smallbox reserves the right to deactivate the Client's web hosting account(s) upon an indication of such activity. The Client hereby agrees to indemnify and hold harmless Smallbox from any claim resulting from the Client's or another party's use of electronic mail service(s) on the Client's web hosting account(s).

#### **ix. Termination**

1. This Agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. Notice must be made by mail or electronic mail. Smallbox will not accept terminations over the telephone. Notwithstanding the above, Smallbox may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with the terms of this Agreement, including non-payment. Smallbox reserves the right to charge a reinstatement fee.

#### **x. Indemnification**

1. The Client agrees that it shall defend, indemnify, save and hold Smallbox harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against Smallbox, its agents, its clients, servants, officers and employees, that may arise or result from publication or use of the Client's materials, 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 Smallbox against Liabilities arising out of (i) any injury to person or property caused by any products or services sold or otherwise distributed in connection with the provider's web hosting service; (ii) any material supplied by the Client infringing on the proprietary rights of a third party; (iii) copyright infringement and (iv) any defective product which the Client sold on the Smallbox server(s).

#### **xi. Lawful purpose**

1. The Client may only use Smallbox's server for lawful purpose. Transmission of any material in violation of any Federal, Provincial, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. This also includes links or any connection to such materials.

#### **xii. Contract revisions**

1. Revisions to this Contract will be applicable to previous Contracts. Revisions will be considered agreed to by the Client on renewal of Smallbox's services as specified in the Financial Arrangements.

**xiii. Ownership**

1. While the Client retains ownership of all their content, Smallbox's proprietary software is not considered part of this contract. Content is available to the Client upon request. A service fee may be charged for this service.

**xiv. Transfer**

1. The Client may not transfer this agreement without the written consent of Smallbox.

This Agreement constitutes the entire understanding of the parties. Both parties, upon renewal of services, agree to any changes or modifications to this Contract. Signing below binds the Client to the above contract.

\_\_\_\_\_  
Smallbox Software Inc

Smallbox (company name)

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (yyyy-mm-dd)

\_\_\_\_\_  
Client (company name)

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (yyyy-mm-dd)