

HOSTING AGREEMENT

This hosting agreement was last updated on April 27 2020.

This hosting agreement is available for download at <https://sargesites.com/legal-documents/hosting-agreement.pdf>

The following agreement, along with any and all documents referenced or hyperlinked to within this agreement, is a contract between any person or organization who purchases, accesses, or uses the Services (“Client”, “you”, or “your”) and Sarge Sites, LLC (hereinafter, “Sarge Sites,” “we,” “us,” or “our”). The intent of this document is to specify and clarify the terms and conditions of our hosting solution products, however no terms or conditions in this document shall take precedence, priority, or preeminence over our Terms of Service. Please *carefully* review our Terms of Service and Privacy Policy before engaging in this agreement. By continuing to pursue this agreement and/or submitting information via our hosting sign-up interfaces and/or attempting to execute this contract through our sign-up procedures, you agree to all terms and conditions contained within this agreement and our Terms of Service and our Privacy Policy.

A copy of this agreement will be sent to the email address you specify during sign-up upon submission and completion of the sign-up process. You should keep a copy of this contract for your records. Please contact Sarge Sites if you have any questions about any item in this contract.

AUTHORIZATION

You are hereby engaging Sarge Sites, LLC, located at PO Box 973, Westerville, OH 43086, as an independent vendor and corporation for the specific service of hosting a website, to be installed on public internet web space located on website hosting servers at undisclosed physical locations (e.g. 'cloud servers'). You authorize Sarge Sites, LLC to publicize the completed website to internet search engines, display the site in Sarge Sites' online portfolio, and other internet directories and indexes. By submitting this electronic document, you agree with Sarge Sites as to the legitimacy of this contract, its

legal binding, and its validity as an electronic means of agreement between you and Sarge Sites, LLC.

COPYRIGHT / OWNERSHIP / TERMINATION

COPYRIGHT

Any content previously contained on a website or added to a website by a client remains the client's property and retains the copyright thereof. All other software, scripts, graphics, design elements, etc. are the property of their respective owners and/or creators, and are provided to be used in and for the client site. Sarge Sites retains copyrights to any propriety software, designs, products, or other digital elements and components installed on the client site.

OWNERSHIP

The client website is a hosted product and service provided by Sarge Sites, LLC, and is available for the client to use as long as they continue to pay the managed hosting fees. While the client may own assets in use on the site and components of intellectual property leveraged in the design or creation of the site (including, but not limited to, domain name and internet name routing), the underlying web hosting and server space remains ownership under Sarge Sites, LLC.

TERMINATION

If a Sarge Sites client wishes to discontinue their service and/or hosting contract with Sarge Sites at any time, that client, at their request, may be granted an exported data file containing all assets, content, and data owned by that client prior to Sarge Sites removing the site / service from the public internet, pending a clear account ledger and up-to-date billing account. Sarge Sites reserves the right to refuse data delivery requests due to outstanding invoices or payments. The export file will be delivered in a .zip file format and will contain the above listed data but will not contain Sarge Sites' proprietary data, content, tooling, or licensing, and should be handled in a manner appropriate for the sensitive nature of the data inside. Sarge Sites reserves the right to remove hosting / hosted content from the public internet immediately following a termination request. If an export data request is not made in conjunction with the termination request, Sarge Sites maintains no liability toward the recovery of lost data, as noted in our Terms of Service.

SEVERABILITY

As noted in Section 16 in our Terms of Service, the invalidity or unenforceability of any of the terms listed in this contract shall not affect the validity or enforceability of any other terms listed in this contract, all of which shall remain in full force and effect.

PAYMENT OF FEES

Sarge Sites Business Tier Hosting is a premium managed web hosting service with a rate of \$50 USD per month. For the diligence and timeliness of Sarge Sites' business operations, all hosting payments are automatically assessed and charged on the monthly renewal date. For more information on recurring hosting dates, please see our Service Level Agreement (SLA). Payments that fail to process correctly may be subject to additional fees at Sarge Sites' sole discretion. Sarge Sites reserves the right to remove hosting / hosted content from the public internet for any client account which falls into a delinquent billing status until the necessary payments have been made and the account has been rectified. In the case that collection proves necessary, the client agrees to pay all fees incurred by that process. Please pay on time.

For clients that currently maintain an existing website and are looking to migrate to the Sarge Sites platform, please note that neither this contract nor fee includes necessary efforts and time to migrate your existing site and content to our platform. This effort would be a separate task to be discussed directly with Sarge Sites, LLC.

REFUND POLICY

Due to the nature of digital products and services, managed hosting fees are not refundable.