DOCUPAL
Docupal Demo, LLC

Table of Contents

+123 456 7890
+123 456 7890

info@website.com
websitename.com

P.O. Box 283 Demo
Frederick, Country

Introduction and Definitions

Introduction

This Web Hosting Agreement ("Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a United States company with its principal place of business at 23 Main St, Anytown, CA 90210 ("Provider"), and Acme, Inc, a United States business with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon, 97070 ("Client"). This Agreement sets forth the terms and conditions under which Provider will provide web hosting services to Client. By using the services, the Client agrees to be bound by the terms of this Agreement.

Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- **Uptime**: The percentage of time the web hosting services are available to Client, excluding scheduled maintenance and circumstances beyond Provider's control.

- **Bandwidth**: The amount of data transferred to and from Client's website during a specified period, typically measured in gigabytes (GB) per month.

- **Storage**: The amount of server space allocated to Client for storing website files, databases, and other data.

- **Service Interruption**: Any period during which the Client's website or services are unavailable or significantly degraded.

- **Prohibited Activities**: Actions that violate Provider's Acceptable Use Policy, including but not limited to spamming, hacking, and distributing malware.

- **Termination**: The act of ending this Agreement, either by Client or Provider, as outlined in the termination clause.

- **Client**: Refers to Acme, Inc, the party receiving web hosting services from DocuPal Demo, LLC.

- **Provider**: Refers to DocuPal Demo, LLC, the company providing web hosting services.

Services Provided

DocuPal Demo, LLC will provide web hosting services to ACME-1 as described below. These services will be available subject to the terms and conditions outlined in this agreement.

Hosting Service Types

We offer two types of hosting services:

- **Shared Hosting:** This service provides a hosting environment where multiple websites reside on a single server. Resources are shared among users.
- **VPS Hosting:** This service provides a virtual private server, offering more dedicated resources and greater control compared to shared hosting.

Resource Allocation

The following resource limitations apply to the hosting services:

- **Bandwidth:**
  - Shared Hosting: 100GB per month
  - VPS Hosting: 500GB per month
- **Storage:**
  - Shared Hosting: 50GB
  - VPS Hosting: 200GB

If ACME-1 exceeds these limitations, DocuPal Demo, LLC may charge overage fees as specified in the "Payment Terms" section of this agreement, or may suspend services until the next billing cycle.

Optional Add-on Services

ACME-1 may choose to add the following optional services to their hosting plan:

- **Domain Registration:** We can register and manage domain names on behalf of ACME-1.

- **SSL Certificates:** We offer SSL certificates to secure website traffic and improve search engine rankings.
- **Dedicated IP Addresses:** ACME-1 can obtain a dedicated IP address for their hosting account. This is useful for certain applications and can improve email deliverability.

Service Level Agreement (SLA) and Uptime Guarantee

DocuPal Demo, LLC is committed to providing reliable and consistent web hosting services to ACME-1. This Service Level Agreement (SLA) outlines our commitment to uptime, maintenance procedures, and remedies for service interruptions.

Uptime Guarantee

DocuPal Demo, LLC guarantees a 99.9% uptime for ACME-1's web hosting services. Uptime is defined as the availability of ACME-1's website and related services. This guarantee excludes scheduled maintenance and events beyond DocuPal Demo, LLC's direct control, such as network outages, hardware failures, or distributed denial-of-service (DDoS) attacks.

Scheduled Maintenance

To ensure optimal performance and security, DocuPal Demo, LLC performs scheduled maintenance on its systems. ACME-1 will receive email notification at least 48 hours in advance of any scheduled maintenance that may impact service availability. We will do our best to schedule maintenance during off-peak hours to minimize disruption.

Remedies for Downtime

In the event that ACME-1 experiences downtime exceeding the guaranteed 99.9% uptime, DocuPal Demo, LLC will provide a pro-rated credit for the period of interruption. This credit will be applied to ACME-1's next billing cycle. To claim a credit, ACME-1 must submit a request to DocuPal Demo, LLC support within thirty (30) days of the downtime event. The credit amount will be determined based on the duration of the downtime and the monthly hosting fees paid by ACME-1.

Payment Terms and Billing

ACME-1 agrees to pay Docupal Demo, LLC for the web hosting services as outlined in this Agreement. All fees are in United States Dollars (USD).

Payment Methods

We accept payments via credit card and PayPal. ACME-1 is responsible for keeping their payment information current.

Invoicing and Billing Cycle

Invoices will be issued monthly and sent to ACME-1 via email. Payment is due within 15 days of the invoice date.

Late Payments

A late payment fee of 5% will be applied to any invoice not paid within 15 days of the due date. Docupal Demo, LLC reserves the right to suspend services for accounts with outstanding balances exceeding 30 days. Service restoration will occur after the outstanding balance and any applicable late fees are paid.

Refunds

Refunds are subject to the terms outlined in the Service Level Agreement (SLA).

Data Security and Privacy

Docupal Demo, LLC is committed to protecting the security and privacy of ACME-1's data. We implement robust measures to safeguard your information from unauthorized access, use, or disclosure.

Data Protection Measures

We employ a multi-layered security approach. This includes:

- **Regular Backups:** We perform routine backups of ACME-1's data to prevent data loss.
- **Firewalls:** Our systems are protected by firewalls. They are configured to block unauthorized network traffic.
- **Intrusion Detection Systems:** We use intrusion detection systems to monitor for and identify any malicious activity.

Data Access and Usage

Access to ACME-1's data is strictly limited to authorized personnel. This access is only granted for support and maintenance purposes. We do not share customer data with third parties, except when required by law.

Privacy Policy

Our privacy policy outlines how we collect, use, and protect customer data. This policy is available on our website and is incorporated into this agreement by reference.

Regulatory Compliance

Docupal Demo, LLC complies with all applicable data protection laws and regulations. This includes GDPR and CCPA. We regularly review and update our security measures to ensure ongoing compliance. We promptly address and report any data breaches or security incidents.

Customer Obligations and Acceptable Use

ACME-1 is responsible for maintaining its account in good standing. This includes keeping all account information current and accurate. ACME-1 must use strong, secure passwords to protect its account. ACME-1 agrees to comply with all terms outlined in this Web Hosting Agreement.

Prohibited Activities

ACME-1 is prohibited from using DocuPal Demo, LLC's services for illegal activities. Spamming is strictly forbidden. Hosting or distributing malware is not allowed. Excessive use of server resources that negatively impacts other users is also

+123 456 7890
+123 456 7890

info@website.com
websitename.com

P.O. Box 283 Demo
Frederick, Country

prohibited.

Compliance and Consequences

ACME-1 must ensure that all content hosted on DocuPal Demo, LLC's servers complies with applicable laws and regulations. Violation of this agreement may result in service suspension. In severe cases, DocuPal Demo, LLC may terminate ACME-1's account.

Termination and Suspension

This Agreement may be terminated by either DocuPal Demo, LLC or ACME-1 upon thirty (30) days written notice to the other party.

Grounds for Termination

DocuPal Demo, LLC may terminate this Agreement if ACME-1 breaches any material term of this Agreement, including, but not limited to, failure to pay fees when due or violation of the Acceptable Use Policy. ACME-1 may terminate this Agreement if DocuPal Demo, LLC breaches any material term of this Agreement.

Suspension of Services

DocuPal Demo, LLC may suspend services to ACME-1 with notice if ACME-1 violates the Acceptable Use Policy or if ACME-1's use of the services poses a security risk to the hosting environment or other customers. Services will be restored upon ACME-1's curing of the violation or security risk.

Obligations Upon Termination

Upon termination of this Agreement for any reason, ACME-1 shall pay all outstanding fees due to DocuPal Demo, LLC immediately. DocuPal Demo, LLC will cooperate with ACME-1 to ensure a smooth transition of ACME-1's data. After a reasonable period, DocuPal Demo, LLC reserves the right to delete ACME-1's data from its servers.

Limitation of Liability and Indemnification

DocuPal Demo, LLC will not be liable for any indirect, incidental, or consequential damages arising from ACME-1's use of our web hosting services. Our liability for any claim related to these services is limited to the amount ACME-1 paid to us in the 12 months before the claim arose.

Indemnification

ACME-1 agrees to indemnify and hold DocuPal Demo, LLC harmless from any claims, damages, or expenses arising out of ACME-1's use of the web hosting services. This includes any violation of this Agreement or infringement of any third-party rights. ACME-1 is responsible for defending DocuPal Demo, LLC against any such claims and paying any resulting damages or settlements.

Support and Maintenance

DocuPal Demo, LLC will provide support to ACME-1 through email, phone, and our online ticketing system. Our support team is available to assist with any hosting-related issues.

Response and Resolution Times

We guarantee a response time of one hour for all support requests. For critical issues impacting ACME-1's website availability, we guarantee a resolution time of four hours. We classify critical issues as those that render the website completely inaccessible.

Maintenance

DocuPal Demo, LLC will perform all necessary maintenance to ensure the stability and security of the hosting environment. We will communicate scheduled maintenance via email to ACME-1. These notifications will include the date, time, and expected duration of the maintenance window. We aim to perform maintenance during off-peak hours to minimize any potential disruption to ACME-1's website.

Intellectual Property Rights

Content Ownership

ACME-1 retains all ownership and intellectual property rights to any content they upload, store, or display using DocuPal Demo, LLC's hosting services. DocuPal Demo, LLC makes no claim of ownership over ACME-1's data.

Software and Platform

DocuPal Demo, LLC retains all ownership and intellectual property rights to its software, platform, and any related technology used to provide the web hosting services. This includes all modifications, improvements, and derivative works. This agreement does not grant ACME-1 any rights to DocuPal Demo, LLC's software or platform beyond the right to access and use the services as described herein.

Trademark Rights

Each party remains solely responsible for managing and protecting its own trademark rights. This agreement does not grant either party any rights to use the other party's trademarks, service marks, or logos, except as may be separately agreed upon in writing. Each party is responsible for ensuring that its use of trademarks does not infringe upon the rights of any third party.

Governing Law and Dispute Resolution

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

Dispute Resolution Process

DocuPal Demo, LLC and ACME-1 agree to first attempt to resolve any disputes arising under this Agreement through good-faith negotiation. If negotiation fails, the parties will then submit to mediation in Anytown, CA. Mediation is required before initiating arbitration or any legal proceedings.

+123 456 7890
+123 456 7890

info@website.com
websitename.com

P.O. Box 283 Demo
Frederick, Country

Miscellaneous Provisions

Assignment

ACME-1 may not assign its rights or obligations under this Agreement without the prior written consent of DocuPal Demo, LLC. DocuPal Demo, LLC may assign this Agreement or subcontract its obligations without ACME-1's consent.

Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by a force majeure event. Force majeure events include acts of God, war, terrorism, riots, fire, natural disasters, or other events beyond the reasonable control of the party affected.

Amendments

This Agreement may be amended only by a written instrument signed by both DocuPal Demo, LLC and ACME-1. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of California, without regard to its conflict of laws principles.

Entire Agreement

This Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1 with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.

Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, or sent by a recognized overnight courier to the addresses set forth in the introductory paragraph of this Agreement.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect. The parties will attempt in good faith to agree upon a valid and enforceable substitute provision that achieves as nearly as possible the same economic effect as the stricken provision.

Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy shall operate as a waiver of that right or remedy. A waiver of any right or remedy on one occasion shall not be deemed a waiver of such right or remedy on any other occasion.