

SERVER HOSTING PLAN:

This Hosting Agreement (“Agreement”) is being made between _____ the “client” located at _____ and SMC Server Solutions on [Month DD, 20YY]. _____ and SMC Server Solutions may also be referred to as “Party” or together as the “Parties”.

WHEREAS, SMC Server Solutions is in the business of providing Minecraft Hosting Services; and

WHEREAS, Client wishes to engage SMC Server Solutions to provide Minecraft Hosting Services

THEREFORE, for the consideration set forth below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Terms of this Agreement

The terms of this agreement expire on the 91st day of this agreement or when the project is declared final by both the client and SMC Server Solutions, unless otherwise noted in this agreement.

2. Services

Services are defined as “Minecraft Hosting Services”. The client agrees that all services are entitled to compensation based on the Section Seven “compensation”.

a. Minecraft Hosting Services

Minecraft Hosting Services are defined as any server hosting, rebuild or support relating to the rented server.

3. Intellectual Property

SMC Server Solutions owns or leases space on which the Server that is built for the Client. The Client owns any software that is added or modified for use on the server. The Client guarantees that they have the legal right to all elements of text, photographs, and anything else that they provide to SMC Server Solutions and that they will not hold SMC Server Solutions responsible for any third-party claims.

SMC Server Solutions does however retain ownership of the backend, and Server structure, they are free to use that structure to create different servers for different clients

4. Confidentiality

During the course of this Agreement, All info pertaining to the project that is given to SMC Server Solutions from the Client is considered confidential. This includes proprietary information, including trade secrets, industry knowledge, and other confidential information, given to SMC Server Solutions in order to complete the project in its final form. SMC Server Solutions will not share any of this proprietary information at any time, even after the Agreement is fulfilled.

5. Compensation

The Parties agree to the following Payment and Payment Terms:

Services	Price
Hosting Costs	Determined on a client by client basis, can change based on options and years
Sub-Contractor(s)	See Section nine

An invoice will be sent out on the last business day of each month, payment shall be received no later than 30 days after the invoice date. Payment shall be via online payment, available on website. SMC Server Solutions reserves the right to charge interest at the rate of 1 ½% per month on any balance outstanding after 30 days.

6. Independent Contractor

SMC Server Solutions and any other staff provided by SMC Server Solutions are independent contractors and are not employees of Client.

7. Disclaimer of Warranties

SMC Server Solutions shall create a Hosting Solution for Client's purposes and to Client's specifications. SMC Server Solutions does not represent or warrant that said Hosting Solution will create any additional profits, sales, exposure, brand recognition, or the like. SMC Server Solutions has no responsibility to client if the Hosting Solution does not lead to client's desired result(s).

SMC Server Solutions shall create a Hosting Solutions for Client's purpose and to Client's specifications. This Hosting Solution does not come with any warrantee.

8. Subcontractor Agreement

SMC Server Solutions has the right to subcontract out any specialized work. If any subcontractors are brought on as independent contractors, and Client, SMC Server Solutions, and sub contractors will decide fair compensation. All compensation will be billed through a SMC Server Solutions Invoice per section 5,

9. Virus / hacking / DDos

SMC Server Solutions maintains virus / hacking / DDos protection on clients Hosted Solution. SMC Server Solutions is not responsible for any actions by the client to bypass virus / hacking / DDos protection provided by SMC Server Solutions.

Client maintains that they will not knowingly or unknowingly upload any software to SMC Server Solutions servers that could be harmful to others or other servers. This included Virus, Torrents & any other illegal activity as defined by United States Law.

10. Uptime Agreement

SMC Server Solutions aspires to achieve & surpass 99% uptime on any given month. This uptime does not include individual client downtime or scheduled maintenance downtime. SMC Server Solutions agrees to give client more than 4 hours' notice of scheduled downtime & more than one 1 hour notice of any impending weather or other threats that might impede the ability for the servers to stay functional. SMC Server Solutions does not offer an SLA (Service Level Agreement) thru their shared hosting services.

11. CLIENT RESPONSIBILITIES

Client acknowledges that they are responsible for performing the following in a reasonable and timely manner: (a) Provide Client Content in a form suitable for use in the Deliverables without further preparation by Designer, unless otherwise specified in the Project Proposal; (b) Proofread all Deliverables. Client will be charged for correcting errors after the acceptance of any Deliverable; (c) Make decisions regarding other parties.

12. Dispute Resolution and Legal Fees

Dispute Resolution and Legal Fees. In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

13. Severability

In the event, any provision of this Contract is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Contract and all other provisions shall continue in full force and effect.

14. Legal and Binding Agreement

This Contract is legal and binding between the Parties as stated above. This Contract may be entered into and is legal and binding both in the United States, throughout Europe & Phili. The Parties each represent that they have the authority to enter into this Agreement.

15. Governing Law and Jurisdiction

The Parties agree that this Contract shall be governed and construed under New Jersey law without regard to conflict-of-law principles. The Parties hereby consent to the non-exclusive personal jurisdiction in the courts in Morris County, New Jersey and the United States District Court for the District of New Jersey.

16. Entire Agreement

The Parties acknowledge and agree that this Contract represents the entire agreement between the Parties and supersedes all prior written or oral agreements or discussions regarding the Event.

This Contract may be modified only by a writing signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Client

SMC Server Solutions

Signed: _____

Signed: _____

By: _____

By: Kevin F. Soutar

Title: _____

Title: CEO and Founder

Date _____

Date _____