



Niche Monkeys Maintenance & Hosting Agreement

This agreement is made between Website owner, the Client, and Hosting Provider, the Company, Niche Monkeys, LLC. The purpose of this Agreement is to set forth the terms under which Company will provide Web Hosting services on behalf of Client.

TERMS

Subject to the terms and conditions of this Agreement, Company will provide Web Hosting services for Client subject to the following terms:

1. Length of Service

Client agrees to an initial twelve (12) month contractual term of service ("Term") that includes 12 hours of website revisions (content changes, adding pages/images/galleries, etc...).

2. Service Start Date

Payment starts one month following your purchase date. You will be charged for maintenance & hosting every month based on the date you purchased your site.

3. Renewal by Client

This Agreement will continue month to month after the first Term is completed unless canceled in writing by Client at least 30 days prior to the end of first Term OR renewed for another twelve (12) month Term that includes 12 hours of website revisions.

COST

Cost will be **\$199** per Month and includes the following:

- Reliable Hosting
- Scheduled Daily Backups

- Content Management Updates
- Website Plugin Updates
- Free CDN
- Malware Scan

* Please note that no cPanel access will be given to Client, and any changes to be made to the site after it has gone live are not included in the monthly charge. Additional changes are quoted for the time they take to complete. Website revision hours can be used for these changes, if Client has no revision hours or chooses not to use them they will be charged the hourly rate of \$100/hour.

TERMS OF PAYMENT

Payment starts one month following your purchase date. You will be charged for maintenance & hosting every month based on the date you purchased your site. For the first 2-6 months (depending on package), this payment will be included your \$2,500 payment. Failure to timely make any payment constitutes a breach of this agreement.

PROPRIETARY INFORMATION

Proprietary information exchanged here under shall be treated as such by Client. This information shall include, but not be limited to, the provisions of this Agreement, product and services information, and pricing.

CENSORSHIP

Company will exercise no control whatsoever over the content of the information passing through the network, email or web site.

WARRANTIES

Company makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. Company also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of Client. Use of any information obtained by way of Company is at Client's own risk, and Company specifically denies any responsibility for the accuracy or quality of

information obtained through its services. Connection speed represents the speed of an end-to-end connection. Company does not represent guarantees of speed or availability of end-to-end connections. Company expressly limits its damages to Client for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. Company specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

TRADEMARKS AND COPYRIGHTED MATERIAL

Client warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with this service.

TERMINATION

Company may terminate this Agreement at its sole discretion upon the occurrence of one or more of the following events: 1) failure to comply with any provisions of the Agreement upon receipt of written notice from Company of said failure, 2) appointment of Receiver or upon the filing of any application by Client seeking relief from creditors, 3) upon mutual agreement in writing of Company and Client.

DISPUTES

If legal proceedings are commenced to resolve a dispute arising out of, or relating to, this Agreement, the prevailing party shall be entitled to recover all costs, legal fees, and expert witness fees as well as any costs or legal fees in connection with any appeals. Jurisdiction for any disputes shall lie exclusively with in the jurisdiction of the 4th District Court of Utah, State of Utah, Provo Division.

INDEMNIFICATION

Client shall indemnify and hold Company harmless from and against any and all claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted or imposed against Company directly or indirectly arising from or in connection with Client's marketing or support services of the product or services or the unauthorized representation of the product and services or any breach of this Agreement by Client.

GENERAL

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. A failure by any party to exercise or delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.