

# **Email Hosting -Service Agreement**

FIRST PARTY		SECOND PARTY		
ROUTEDGE WLL Office-91, 19 <sup>th</sup> Floor Al Reem Tower West Bay Doha- Qatar	Account Manager  < <mark>Name</mark> >  Technical Support	< name and Address of Customer>	Main Contact  Customer  Billing Contact	
	support@routedge.qa		Name	

## Dear Sir/Madam,

Thank you for considering Web services through ROUTEDGE. Hoping this order form cum contract would help to understand the responsibilities of both parties and scope of the services through ROUTEDGE for one year or more.

Please follow below steps to ensure continued support or content update or any preventive maintenance that protects from content corruption as well as continued call support from our technical support until.

- 1. Verify the services required below on this website SLA Form. If you have questions, please contact ROUTEDGE Support team or your account manager.
- 2. If you agree with the information below and will be placing your order with ROUTEDGE, provide us a signed copy of this order form
- 3. Email a copy of your Signed order to info@routedge.qa

SCOPE AND SERVICES	Monthly Charge	Annual Charge -QAR
Annual Email hosting of domainGB space from/ to/	NA	0,000/-

Total

QAR.0,000/-



#### Recital

NOW, THEREFORE, in consideration of the mutual promises herein contained, the First Party and the Second Party hereby agreed as follows:

#### 1. General Responsibilities of First Party:

Some specific work items are listed below to be performed by the First Party using the resources hired through ROUTEDGE:

- First party shall handle administrative password upon approval from the Second Party.
- Proper handling of administrative passwords
- Hosting shall start immediately after signing of contract and initial payment.
- Mail Service provided is for Business Transactional emailing purpose, Marketing emails in bulk is considered as violation of email policies and services may be suspended immediately with or without few warnings. Businesses wishes to do Email Marketing campaign should do this through appropriate Email Marketing companies other than this mail system.
- First party will not be responsible for any loss of data due to organized hacking or DDOS attacks, failure due to technology failures, bugs in the technology or password theft-based hacking through System Admin's desktop using malware or hackers making 2<sup>nd</sup> party's website as a base for cybercrime activities using malware or any other password theft.
- Second party with the help of developer should ensure all emails send from website send through SMTP authenticated emails
- Email services subscribed through cPanel/Plesk will have it's own interface and first party will not have option to improve or change it.
- As soon as hosting of Email started after sharing password, first party will not have any responsibility of customer
  passwords and it's security, it is second party's responsibility to secure email messages passwords and decide upon the
  client access to be used in desktop/laptop/palmtop or any Mobile devices, first party can provide online /on call support
  or remote software to assist the setup of emails.
- Security for cPanel/Plesk based emails are integrated with that application including SPAM filters and First party will not provide any additional facilities other than the vendor provided.
- Subscribers of Smarter Mailboxes will get specific space for a period, maximum subscription period is 2 years.
- First party will not be held responsible for SPAM attacks, cybercrime, phishing of PC/Laptop using phishing email attacks or malware attack incidents occurred while opening an attachment sent by unknown user/email-id masquerading as a known user using SPOOFING.
- First party will not be responsible for SPAM mail generated or received from website due to technology failures
- First party reserves the right to continue/stop hosting of any Email Services due to reason's including misuse of server or non-Payment or policy violation which affects other customers in the shared server

#### 2. Responsibilities of Second Party:

- Second party will be the owner of websites, web files, emails hosted, source code and domains registered
- Second party should ensure that all the passwords administered properly and avoid sharing in groups.
- Second party should ensure that all materials, logo's trademarks is owned by Second party itself and if necessary, have to obtain written permissions from actual owner to avoid legal hassles.
- · Payment shall be released as mentioned in payment structure or as agreed with mutual understanding
- Second Party shall pay any price increase made by the vendors for any licenses used for Email hosting including Smarter mail, cPanel, Plesk Panel, database tools or Microsoft licenses.

## 3. The Project Schedule:



Due to frequent hike of third-party license costs including cPanel, Plesk, Microsoft and other security tools, Maximum hosting period will be 2 years and second party can renew as agreed upon between both companies for 2 more years,

#### 4. Additional Services

 First party (ROUTEDGE) shall undertake additional website creation jobs as per instructions FROM second party and second party shall make payments as mutually agreed.

#### 5. Nondisclosure

All information acquired by the First Party' servers or data relating to the hosting of emails of the Second party and its associates shall be treated by the First party as confidential (after as well as during this Agreement) and the First party shall not make any use or disclosure of it. Any disputes related to disclosure of information of company or project will be governed in accordance with laws of the country

#### 6. Termination of the Agreement:

- Either by the Second Party or by the First Party (ROUTEDGE)
- Minimum 30 days' notice shall be furnished by either Party in written form to terminate the Agreement.
- The First Party shall handover all required information and data to the Second Party or his assigned party if the Agreement is terminated.

### 7. Warranty:

The First Party warrants that First Party will not infringe any third-party copyright or other intellectual property rights during website maintenance process.

## 8. Fees and Payment Structure:

- Total service cost agreed upon is <Total Price>/-
- Payment transfer should be done to ROUTEDGE COMPANY account
- No refund of any fees paid for Email hosting

#### 9. Copy Rights and Other Intellectual Property Rights:

The First Party acknowledges that any and all of the copyright, trademarks and other intellectual property rights including the 'Look and Feel' of the website and its contents being the Second Party's corporate know-how('IPR') used in or subsisting in or in connection with the website, its contents , products including multimedia, audio-visual material and any Bespoke Software developed for the Second Party in accordance with this Agreement are owned and will be the sole property of the Second Party. The domain name, whether registered by the First Party or by the Second Party, will belong solely and exclusively to the Second Party.



## 10. Liabilities:

1. Neither party will be under any liability to the other in any way whatsoever for delay or damage arising out of war, rebellion, civil commotion, earthquake, explosion, flood, or any acts of God or other acts of Government.

## 11. Governing Laws and Jurisdiction:

Any dispute shall be discussed and cleared.

Signature FIRST PARTY		Signature SECOND PARTY	
ROUTEDGE WLL Account Manager <name></name>		< name of Customer>	
	<routedge stamp=""></routedge>	STAMP	

## **For online Agreements**



I < customer name > by checking the check boxes warrant that I read and agree the agreement above.