

MEMORANDUM OF UNDERSTANDING
<<Company>> HOSTING SERVICES AND SUPPORT SERVICES

Unless specifically contracted by a fully executed Service Level Agreement (SLA), the following is a list of services, responsibilities, obligations and duties that <<Company>> does not provide free of charge nor are they included in any hosting package or development project. The purpose of this memorandum is to set forth an understanding of the services <<Company>> does provide and how they are billed.

◆ **Investigation of customer-reported issues or concerns**

The public use of any web site or web application by its users—including, but not limited to the data that may be input into the system by users, browsers, operating systems, or devices they may be using to access the web site, and users who cannot login to the system or have forgotten passwords or access codes or make any other request once the site is used—may create new support requests that <<Company>> is not responsible for acting on or investigating unless billing for its time, regardless of the outcome.

◆ **Issues resulting from increase in traffic or usage**

The traffic resulting from any amount of users, legitimate or otherwise, connecting to a web site, web server or web application impacts performance and <<Company>> is not responsible for problems that may arise due to an increase in traffic, legitimate or otherwise. Assistance in troubleshooting your systems is a billable service.

◆ **Upgrades, patches, and security fixes**

<<Company>> is not responsible for any upgrades, updates, patches, backups; or for monitoring of the web site, project or web application for updates, upgrades, security fixes, or patches.

◆ **Training and assistance**

<<Company>> is not responsible for additional training, consulting or documentation of any projects, web sites, or web applications. All assistance concerning how to operate your various systems shall be billed at the <<Company>>'s hourly rate.

◆ **Security and protection of data**

<<Company>> is not responsible for the security of any Customer systems, including but not limited to Customer's web site(s), web server(s), web application(s), backups or any other component therein. Further, because Customer may allow the public to interact and use its web site, Customer assumes all risk for what the public enters into Customer's systems, web site, or web application. <<Company>> is not responsible for the criminal acts or intrusions of third parties.

◆ **System restoration**

<<Company>> is not responsible for restoring data or files from any available backup