



WEB HOSTING AGREEMENT

This Web Hosting Agreement (this "Agreement") is made as of _____, 20____, by and between BOX PARTNERS, LLC., an Illinois limited liability company ("Host"), and _____, a _____ [corporation] [limited liability company] ("Client"). For the purposes of this Agreement, the terms, "we", "us" and "our", refer to Host and the terms, "you" or "your", refers to Client.

RECITAL:

Host desires to provide Internet services relating to the hosting of an Internet website for Client, and Client desires to have Host perform such services, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premise and the mutual covenants hereinafter set forth, the parties agree as follows:

1. Services.

(a) The services (the "Services") to be provided by Host to Client hereunder are web-hosting and the use of a template website (the "Template") developed by us. Web-hosting is the provision of a location on the Internet where client website(s) information is stored for public access. We will provide the Services to you on the terms and subject to the conditions contained herein.

(b) The Template is designed to permit you, subject to the terms and conditions contained herein, to post in the appropriate places thereon your trademarks, logos and other intellectual property, information relating to the business you intend to conduct through your use of the website and the business terms and conditions relating to transactions with your customers, suppliers, creditors and others, including, but not limited to, the products you offer, customer pricing, the timing and manner of shipment of such products, the collection or reporting of taxes, the establishment of agreements or other arrangements with credit card merchants or payments to such merchants or any other business terms with your customers, suppliers, creditors and others, and such other information as you wish to provide in connection with the operation of the website.

(c) You grant to us for the duration of the Agreement an exclusive license to host your website(s) on our server(s) and to use and display all content included on such website and we grant to you for the duration of this Agreement a non-exclusive license to use the Template.

2. Fees. As consideration for the Services, you agree to pay to us the fees (including applicable taxes) set forth on Exhibit A attached hereto and incorporated herein by reference on the due dates indicated.

3. Term. You agree that, unless terminated earlier as provided herein, this Agreement will remain in full force for a period of one (1) year and shall automatically renew for successive terms of one (1) year thereafter unless terminated by not less than thirty (30) days prior written notice.





4. Modifications. You agree that, during the term of this Agreement:

(a) We may: (i) revise the terms and conditions of this Agreement; and (ii) change the Services and/or the Template provided under this Agreement. Any such revision or change will be binding and effective immediately on notification to you by e-mail or regular mail as per the Notices section of this agreement.

(b) If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or regular mail as per the Notices section of this Agreement. Notice of your termination will be effective on receipt and processing by us. You agree that, by continuing to use the Services and/or the Template following notice of any revision to this Agreement or change in service or Template, you shall abide by any such revisions or changes.

5. Site Legitimacy and Use. You represent and agree that:

(a) neither the domain names used with the Services and/or the Template, nor the manner in which they are or will be directly or indirectly used, infringes, or will infringe, the legal rights of any party, and that the website is not being used for unlawful purposes;

(b) neither your website nor the Services, the Template or the content posted thereon will be used directly, or indirectly, for the transmission, display or posting of any content that (i) infringes on the patent, copyright, trademark or other intellectual property rights of any third party or any rights of publicity or privacy; (ii) violates any law, statute, ordinance or regulation of any country from which it can be accessed (including, but not limited to, the laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (iii) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (iv) is obscene, child pornographic or indecent; (e) contains any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or (v) to deliver unsolicited bulk e-mail;

(c) we shall have the right, but not the duty, to review and monitor all content posted by you on your web site, and, upon written notice to you, at our sole discretion, to remove any such content that we find objectionable for any legal reason or otherwise in accordance with general commercial and community standards; and

(d) you shall be solely responsible for, and we shall have not obligation or liability of any kind whatsoever with respect to, the business you conduct with your customers, suppliers, creditors or others, including, but not limited to (i) the products you offer, customer pricing, the timing and manner of shipment of merchandise, the collection or reporting of taxes, the establishment of agreements or other arrangements with credit card merchants or payments to such merchants or any other business terms with your customers, suppliers, creditors and others, and (ii) any other agreements or other arrangements you establish, or any actions you take or do not take, with your customers, suppliers, creditors or others in connection with the conduct of your business or the use of your website(s).





6. Disclaimer of Warranties. You agree that your use of our Services and the Template is solely at your own risk and that such Services and Template are provided on an “as is,” “as available” basis. We expressly disclaim all warranties of any kind, whether expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services or the Template will meet your requirements, or that the Services or use of the Template will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Services or of the Template or as to the accuracy or reliability of any information obtained through the Services or the Template or that defects in the Services or the Template will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Services or the Template is done at your own discretion and risk and that you will be solely responsible for any damages, including, but not limited to, damage to computers, information systems and any components thereof, loss of, or errors in, data, and loss of profit or business opportunity, that result from the use of the Services, the Template or your website(s) by virtue of the download of any content contained thereon or otherwise. No advice or information, whether oral or written, obtained by you from us or through the Services or through the Template shall create any warranty not expressly made herein.

7. Indemnity. You agree to release, indemnify, and hold us, our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney’s fees, from claims by third parties relating to, arising under or resulting from (i) this Agreement, (ii) the Services, (iii) the Template, (iv) your use, or the use by others, of the Services, the Template or your website(s), (v) your breach of your representations, warranties, covenants, agreements and other obligations herein or hereunder, (vi) infringement by you, or by others, using the Services, the Template or your website(s) of any intellectual property or other proprietary right of any person or entity, or (vii) the violation of any of our operating rules or policies relating to the Services or the Template provided to you. In the event that we are threatened with claims or suits by a third party, we may seek written assurances from you concerning your agreement to indemnify us and may terminate this Agreement and the provision of Services and/or the Template hereunder immediately upon your failure to provide such assurances.

8. Limitation of Liability. You knowingly, explicitly and intentionally agree that we have no liability of any kind whatsoever, and that you have no remedy whatsoever at law or in equity, with respect to any Services or Template provided, or used by you, under this Agreement, including, but not limited to, the hosting of your website(s) or the provision of the Template for your use. In furtherance and not in limitation of the foregoing, we disclaim any and all loss or liability resulting from, but not limited to: (i) access delays or interruptions; (ii) data non-delivery, mis-delivery, corruption, destruction or other modification; (iii) resulting from acts of God; (iv) the unauthorized use or misuse of your account identifier or password; (v) errors, omissions, or misstatements in any and all information or Services or Template provided under this Agreement; (vi) the termination, suspension, interruption or modification of the Services, the Template or your website(s) or the use of the Services, the Template or your website(s); (vii) the acts of third parties; (viii) loss of registration and use of your domain name(s); (ix) interruption of or other interference with business transactions (including loss of profits or business opportunities), or (x) any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or





otherwise, even if we have been advised of the possibility of such damages. Further, we and/or our contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use your website(s) or the Template for any period whatsoever or any of the Services or for the cost of procurement of substitute services or Template. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such jurisdictions, our liability is limited to the extent permitted by law.

9. Termination. We shall have the right to terminate this Agreement and the provision of Services and/or use of the Template hereunder at any time, in our sole discretion, upon written notice to you. You shall have the right to terminate this Agreement the provision of Services and/or the Template hereunder upon thirty (30) days prior written notice to us. No such termination shall terminate, reduce or otherwise affect the obligations of the parties hereto arising prior to the effective date of such termination.

10. Host Proprietary Rights. The Template and all other material, including, but not limited to, all computer software (in object code and source code form), data or information developed or used by us or our suppliers, including, but not limited to, patents, copyrights, trademarks, trade secrets, know-how, methodologies, equipment, processes or other proprietary information, used to provided the Services hereunder, shall remain our, or our suppliers' sole and exclusive property. You acknowledge and agree that we are in the business of hosting websites and providing services of the kind provided to you hereunder and that we shall have the right to provide to third parties services, including, but not limited to, template websites, which are the same or similar to the Template and the other Services, and to use and otherwise exploit our proprietary rights or material.

11. Assignment. You may not assign or otherwise transfer this Agreement or your rights to receive Services or to use the Template hereunder to another party without our express written consent, which such consent we may withhold at our discretion.

12. Taxes. You shall be solely responsible for any taxes, fees, fines, and/or other charges imposed by any other entity, including, but not limited to, any company or any taxing or governmental entity with respect to the Services or the Template provided hereunder or from any content placed on your website(s) and agree to take full financial and legal responsibility and to pay all such taxes, fines, and/or other charges of any nature to the appropriate parties.

13. Severability. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

14. Non-Agency. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

15. Non-Waiver. Our failure to require performance by you of any provision hereof shall not affect our right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.





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16. Notices. Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to have been given when an electronic confirmation of delivery has been obtained by the sender. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. MST, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given 5 business days after the date of mailing and, in the case of notification to us shall be sent to BOX Partners, LLC, 2650 Galvin Drive, Elgin, Illinois 60124, Attn: _____, or to such other address as we may advise you in writing. All notices to you shall be directed as provided in our records as your mailing address.

17. Governing Law. The parties hereto agree that this Agreement shall be governed and controlled by the laws of the State of Illinois, to the exclusion of the law of any other forum and without regard to the jurisdiction in which any action or proceeding may be instituted. Any part or parts of this Agreement which is or are declared to be invalid, unenforceable, null and void, or unconstitutional shall not affect the validity of the remaining provisions thereof.

18. Miscellaneous. This Agreement contains all of the agreements, undertakings, obligations and accords of the parties hereto and supersedes any and all other agreements between them regarding the subject matter hereof. Further, this Agreement specifically incorporates all agreements between the parties entered into as the result of any prior oral conversations regarding the subject matter hereof. There have been no oral representations made by any party hereto to any other party for the purpose of inducing the execution of this Agreement which have not been incorporated in this Agreement. Each of the parties hereto further represents and warrants that, in entering into this Agreement, it has not relied on any representations other than those expressly set forth in writing herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

HOST:

CLIENT:

BOX PARTNERS, LLC

By: _____
Title: _____

By: _____
Title: _____



2650 Galvin Drive, Elgin, IL 60124



Toll Free: 1-800-742-6937 | Local: (847) 783-9000



info@boxpartners.com



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EXHIBIT A

FEES AND PAYMENT TERMS

1. The set up price for websites is \$250.00 flat fee and will be due and payable in accordance with the Client's customary merchandise payment terms with Host.
2. Additional charges may occur if artwork assistance is required and authorized by Client. Additional charges will be determined prior to the providing of such assistance and will be due and payable in accordance with Client's customary merchandise payment terms with Host.
3. Website hosting fee is \$299.00 per month, prorated for any period of less than a full calendar month, and will be due and payable in accordance with the terms of Client's customary merchandise payment terms with Host. In the event that any amounts due to Host remain unpaid seven (7) or more days past the first day of the calendar month, Host at its sole discretion, may immediately terminate this Agreement and/or terminate Services.
4. The Services fees do not include any applicable sales, use, revenue, excise or other taxes due by any taxing authority with respect to Services or any software provided here under.
5. Service fees may change at any time in accordance with the provision of Section 4 of the Agreement.



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