

Equipment Hosting Agreement

Company X has requested and *The Vendor* has agreed to provide Hosting facilities to *Company X* at *The Vendor* Premises (the "Services"). The purpose of this letter agreement ("Agreement") is to set out the pricing and other terms and conditions below.

All capitalized terms are defined in the body of this Agreement or the Schedule. The Schedule forms part of the Agreement.

1. Fees

In consideration of *the Vendor* providing the Service to *Company X*, *Company X* will pay *the Vendor* the Fees set out in the Schedule.

Services are billed monthly by *the Vendor* and payable monthly in advance by *Company X*.

All pricing is GST exclusive. No other fees or charges are payable by *Company X* unless outlined in the Schedule.

2. Vendor Obligations

The Vendor will ensure that it provides the Service in accordance with the Schedule.

3. Term

This Agreement continues for a period of 3 months after execution ("Initial Term").

At the expiry of the Initial Term, this Agreement automatically renews for consecutive 30 day terms.

This Agreement may be terminated by either party for any reason on 30 days written notice.

4. No agency or partnership

Nothing contained or implied in this agreement constitutes any of the parties as the partner, agent, or legal representative of the other for any purpose or creates any partnership, agency or trust, and none of the parties has any authority to bind the other in any way.

5. Indemnities

5.1 Vendor Indemnity

The Vendor indemnifies *Company X* for any loss arising directly or indirectly out of or in connection with:

- (a) a breach of this Agreement by *the Vendor*;
- (b) the negligence of *the Vendor* or an employee or agent of *the Vendor* acting within the scope of their authority;
- (c) any claim by any person against *Company X* relating to any act or omission of *the Vendor*.

The Vendor is responsible for all acts and omissions of any person other than *Company X* or *Company X*'s employee's, agents or subcontractors who access *Company X* Equipment.

6. Intellectual Property

All Intellectual Property Rights in any process, document or other material created by or on behalf of *Company X* under or in relation to this Agreement ("*Company X* Property") remains the sole property of *Company X* and *the Vendor* assigns to *Company X*, on creation, any Intellectual Property Rights in any work created by *the Vendor* using any part of *Customer X* Property.

Yours sincerely

[insert name & title]
Insert Vendor company name

Accepted on behalf of *Company X* by who by his/her signature represents that he/she has authority to sign this agreement on behalf of *Company*.

(Signature)

(Name)

(Title)

(Date)