

Community Server Project User Agreement

Date:

This agreement is between the Community Server Project (the Project) and:

Group (the Group) name and address:

Representative

Name:

Mailing Address:

Email address:

Phone number:

Representative

Name:

Mailing Address:

Email address:

Phone number:

The parties agree that the Community Server Project will provide at no cost web hosting for the Group on its server on a best effort basis. Every reasonable effort will be made to ensure that the service is continuously available. If and when planned service outages occur reasonable notice will be given and normally will be at least 24 hours. Power outages and other contingencies may affect the service; in these cases service will be restored as soon as practicable.

The parties agree that the Group will be solely responsible for the content of the site. The Group must back up its site - the Project will not do this. The content of web pages on the Group's site will not be such as to bring the Project, its sponsors or host into disrepute. Content will moreover not be racist, obscene, libelous, defamatory, pornographic or illegal. Violation of these standards may result in the site being suspended or taken down.

The Group agrees to defend, indemnify and hold harmless the Project and its sponsors and partners from any loss, liability, damages or expense, including reasonable attorneys' fees, resulting from any third party claim, action, proceeding or demand related to the Group (including the Group's agents affiliates, or anyone using the Group's account, software or services with the Project whether or not on the Group's behalf, and whether or not with the Group's permission) use of the Software or Services the Group obtained from the Project or the Group's breach of this Agreement or incorporated agreements and policies. In addition, the Group agrees to indemnify and hold the Project harmless from any loss, liability, damages or expense, including reasonable attorneys' fees, arising out of any breach of any representation or warranty provided herein, any negligence or willful misconduct by the Group, or any allegation that the Group's account infringes a third person's copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's trade secrets. This indemnification is in addition to any indemnification required of the Group elsewhere. Should the Project be notified of a pending law suit, or receive notice of the filing of a law suit, the Project may seek a written confirmation from the Group concerning the Group's obligation to indemnify the Project. The Group's failure to provide such a confirmation may be considered a breach of this agreement. The Group agrees that the Project shall have the right to participate in the defense of any such claim through counsel of its own choosing. The Group agrees to notify the Project of any such claim promptly in writing and to allow the Project to control the proceedings. The Group agrees to cooperate fully with the Project during such proceedings. The Group agrees the Group will not be entitled to a refund of any fees paid to the Project if, for any reason, the Project takes corrective action with respect to the Group's improper or illegal use of its services.

The Group also agrees that if the Project becomes aware that bandwidth use by the Group is unreasonably impacting other users of this service, that the Project, in its sole discretion, may take whatever action the Project deems necessary regarding further modification, assignment of and/or control of the Group's account to correct this situation.

Signatures of representatives:

Date signed