



## Specialized Servers

Using open source solutions we provide specialized servers that meet custom needs. This type of service may also be advertised as "Virtual Private Servers" by some providers to indicate a separation of services, not necessarily a single user dedicated hardware solution.

### Features

- Open Source Web Platform solution to serve specialized needs.
- Connectivity, updates to operating system and maintenance of the hardware are part of the subscription.
- Published monthly an archive of data and source will be delivered to customer by mutually agreed arrangements. For example customer can receive archives on CDROM by postal mail or other means like remote data transfer. Frequency and method of publishing is amendable with agreement of Customer and Company.

### Software Fees

Negotiable and in many cases not applicable. Most solutions are open source or from existing projects and with the exception of labor fees to implement, in many cases no fees are associated for software licenses.

### Labor Fees

Modifications and enhancements to the software will be made as requested by the customer's point of contact, with work to be billed at \$88/hr not to exceed agreed upon limits.

### Subscription, recurring, Fees

Recurring fees associated with normal maintenance, operation and connectivity of the service.

\* Call

### Terms and Conditions

Herein the "Company" refers to Cocoa Village Publishing, Inc. and the "Customer" refers to the client of the service.

#### 1. Term of Agreement.

This Agreement shall remain in full force during the length of the term determined by your choice of subscription payment(s) as selected, recorded, and paid for. Should you choose to renew or otherwise lengthen the term, then the term of this Agreement shall be extended accordingly, subject to the then current fees.

#### 2 Fees.

As consideration for the Services, the customer agrees to pay the company the applicable fees for subscription, recurring, services are in advance and fees for labor are invoiced after each per incident or



accumulated and invoiced monthly.

### **3. Acceptable Use.**

An acceptable use policy is part of these terms and conditions of hosting any information associated with the domain name. This is necessary because the proliferation of abusive electronic mail and practices generated by a minority of the Internet users can interrupt services. The exhibit with the description of the acceptable use policy is posted on the company's website and the exhibit is part of these terms and conditions.

### **4. Copyright and Trademarks.**

The client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the company by customer for inclusion in the web design project are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend the company and its subcontractors from any claim or suit arising from the use of such elements furnished by the client. Content specifically requested by the customer and designed under work for hire shall be the intellectual property of the customer as company is reimbursed under this agreement and any additional charges incurred have been paid. Rights to clipart, photos, graphics, source code, work-up files and computer programs that are not provided by customer, specifically requested and designed under work for hire are not transferred to the client, and remain the property of their respective owners. This is especially true for content that has prior copyright and license like open source software. Customer may desire to 'Open Source' content and improvements funded by Customer, however such activity is separate from this statement and may be explored by customer and company.

### **5. Compliance with Laws.**

Customer agrees to abide by, and comply with, all Federal, State and local laws. The Company is not responsible for the content of the Customer's information, and reserves the right to terminate this contract if the Customer's actions or information content may violate Federal, State or local laws. The customer agrees that the customer is solely responsible for complying with such laws, taxes and tariffs, and will hold harmless, protect, and defend Cocoa Village Publishing and its subcontractors from any claim, suit, penalty, tax or tariff arising from the client's exercise of any Internet electronic commerce.

### **6. Legal Notice.**

Cocoa Village Publishing does not warrant that the functions contained in the specialized server will be uninterrupted or error-free. The entire risk as to the quality and performance of the specialized server is with the customer. In no event will the company be liable to the customer or any third party for any damages, including, but not limited to service interruptions caused by Acts of God or any other circumstances beyond our control, any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web design project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or site visitor's computer or Internet software, even if Cocoa Village Publishing has been advised of the possibility of such damages.

### **7. This Agreement.**

This agreement constitutes the sole agreement between the company and the customer regarding this service. Any additional work not specified in this contract must be authorized by a written request. All prices specified in this contract will be honored for three months and or for duration of term of payment after both parties sign this contract. Continued services after that time may require a new agreement. This agreement supersedes any prior written or oral agreements between the parties.

### **8. Amendment.**

This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

### **9. Severability.**



If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed written, construed, and enforced as so limited.

### **10. Waiver of Contractual Right.**

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

### **11. Governing Law.**

This agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida and the Federal Laws of the United States of America applicable therein without reference to rules governing choice of laws. Any action relating to this agreement must be brought in Brevard County Florida and you irrevocably consent to the jurisdiction of such courts.

### **12. 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, in the case of notice to us to [cvpub@cocoavillagepublishing.com](mailto:cvpub@cocoavillagepublishing.com) or authorized representative. Mail shall be sent to Cocoa Village Publishing, P.O. Box 951, Cocoa, Florida 32923 and to you at the mailing address provided in this agreement or as updated in writing. 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. Eastern Standard Time and otherwise on the next business day. Any communication sent via regular mail shall be deemed to have been validly and effectively given 5 business days after the date of mailing using certified mail or equivalent.

### **13. Additional Exhibits and Policies.**

**See also:** <http://www.cocoavillagepublishing.com/us/policies/> [1]

- [Acceptable Use](#) [2]
- [Privacy](#) [3]
- [Service Termination](#) [4]

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Company:  
Cocoa Village Publishing  
P.O. Box 951  
Cocoa FL 32923

Authorized Representative and date:

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### Customer:

Authorized Representative and date:

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**Source URL:** [https://cocoavillagepublishing.com/services/internet\\_servers/special/index.html](https://cocoavillagepublishing.com/services/internet_servers/special/index.html)

### Links

- [1] <http://www.cocoavillagepublishing.com/us/policies/>
- [2] <http://webengr.com/us/policies/aup/>
- [3] <http://webengr.com/us/policies/privacy/>
- [4] <http://webengr.com/us/policies/termination/>