

Brightcore Consulting
Moodle™ Managed Hosting Services Agreement
Last Revised: September 30, 2016

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Moodle™ Managed Hosting Services Agreement (this "Agreement") is entered into by and between Brightcore Consulting.com, LLC, a/an Colorado limited liability company ("Brightcore Consulting") and you, and is made effective as of the date of electronic acceptance. This Agreement sets forth the terms and conditions of your use of Brightcore Consulting's Moodle™ Managed Hosting services (the "Moodle™ Hosting Services", the "LMS Hosting Services", or the "Services", as applicable).

Your acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with Brightcore Consulting's Universal Terms of Service Agreement, which is incorporated herein by reference.

The terms "we", "us" or "our" shall refer to Brightcore Consulting. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

Brightcore Consulting, in its sole and absolute discretion, may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to the Brightcore Consulting website (this "Site"). You acknowledge and agree that (i) Brightcore Consulting may notify you of such changes or modifications by posting them to this Site and (ii) your use of this Site or the Services found at this Site after such changes or modifications have been made (as indicated by the "Last Revised" date at the top of this page) shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services found at this Site. In addition, Brightcore Consulting may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your account ("Account") information, including your email address, current. Brightcore Consulting assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate or out-of-date email address.

In the event you are using ad-supported hosting, you further acknowledge and agree that as adequate consideration for Brightcore Consulting providing you with the Services at no cost to you, Brightcore Consulting shall have the right to place certain advertisements on your website. The advertisements shall be based upon the content of your website and may include, but are not limited to, advertisements of your competitors. If you do not desire such advertisements to be placed on your website, then you may purchase the Services at Brightcore Consulting's then current rates.

Annual hosting contracts are paid in advance. There are no refunds for setup fees, hosting fees or domain names cancelled at any time for annual hosting plans. Also, you may choose to "not" renew any Hosting Fees or Domain Names by sending written notice. We do require and ask for 30 days notice on any cancellations.

2. Description of Services

Brightcore Consulting currently provides the Services to its customers for an annual fee. Brightcore Consulting will host your website on Brightcore Consulting's servers, provided, however, you abide by the terms and conditions set forth herein and in each of Brightcore Consulting's policies and procedures.

License of Your Website Content

Brightcore Consulting grants to you, and you accept from Brightcore Consulting, a non-exclusive, worldwide and royalty free license to copy, display, use and transmit on and via the Internet your website content in connection with Brightcore Consulting's performance or enforcement of this Agreement.

Availability of Services

Subject to the terms and conditions of this Agreement, Brightcore Consulting shall attempt to provide the Services for twenty-four (24) hours per day, seven (7) days per week throughout the term of this Agreement. You agree that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation:

1. equipment malfunctions;
2. periodic maintenance procedures or repairs that Brightcore Consulting may undertake from time to time; or
3. causes beyond the control of Brightcore Consulting or that are not reasonably foreseeable by Brightcore Consulting, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks network congestion or other failures.

You agree Brightcore Consulting has no control of availability of the Services on a continuous or uninterrupted basis.

You further agree that as a normal course of its business, it may be necessary for Brightcore Consulting to migrate its servers. As a result, even though you may have a dedicated IP, you may be assigned a different IP number. Brightcore Consulting does not warrant that you will be able to consistently maintain your given IP numbers.

Service Uptime Guarantee

Brightcore Consulting offers a service uptime guarantee for the Services of 99.9% ("Service Uptime") of available time. If Brightcore Consulting fails to maintain this level of service availability, you may contact Brightcore Consulting and request a credit of 5% of your monthly hosting fee from Brightcore Consulting for that month. The credit may be used only for the purchase of further products and services from Brightcore Consulting, and is exclusive of any applicable taxes. The credit does not apply to service interruptions caused by:

1. periodic scheduled maintenance or repairs Brightcore Consulting may undertake from time to time;
2. errors caused by you from custom scripting or coding;
3. outages that do not affect the appearance of the website but merely affect access to the website such as FTP and email;
4. causes beyond the control of Brightcore Consulting or that are not reasonably foreseeable by Brightcore Consulting; and
5. outages related to the reliability of certain programming environments.

Total Service Uptime shall be solely determined by Brightcore Consulting and shall be calculated on a monthly basis.

FTP Backup

Brightcore Consulting may offer additional features and add on services, such as a FTP Backup option. You acknowledge and agree that purchasing such additional features and add on services may require additional down time to install and maintain. You further acknowledge and agree that in utilizing the FTP Backup option, you shall be subject to a maximum disk usage and bandwidth usage as identified by Brightcore Consulting. Subject to the terms and conditions of this Agreement, Brightcore Consulting shall use commercially reasonable efforts to provide FTP Backup services on a twenty-four (24) hours per day, seven (7) days per week basis throughout the term of this Agreement. You acknowledge and agree that from time-to-time the FTP Backup services may be inaccessible or inoperable for any reason, including, without limitation:

1. equipment malfunctions;
2. periodic maintenance procedures or repairs that Brightcore Consulting may undertake from time to time; or
3. causes beyond the control of Brightcore Consulting or that are not reasonably foreseeable by Brightcore Consulting, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

Website Content

You shall be solely responsible for providing, updating, uploading and maintaining your website and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through your

website, including, without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text. Your website content shall also include any registered domain names provided by you or registered on behalf of you in connection with the Services. Notwithstanding anything in this Agreement to the contrary, in the event you are using ad-supported hosting, in no event shall your website consist of the following: search results, registration, "thank you", error, email or chat pages, pages comprised primarily of other advertising or pages containing any of the following types of content:

1. pornographic, obscene or excessively profane content;
2. content intended to advocate or advance computer hacking or cracking;
3. gambling;
4. illegal activity;
5. drug paraphernalia; or
6. hate, violence or racial or ethnic intolerance.

Information Shared with Partners

As a condition of purchasing and using the Services, you acknowledge and agree Brightcore Consulting may provide your personal information to their partners, as required to provide the plans for which you are purchasing.

3. Your Obligations

You represent and warrant to Brightcore Consulting that:

1. Your Content does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation;
2. infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and
3. that you own your website content and all proprietary or intellectual property rights therein, or have express written authorization from the owner to copy, use and display the content on and within your website.

You also warrant that the website being hosted by Brightcore Consulting will not be used in connection with any illegal activity. If you are hosting your website on Brightcore Consulting's servers, you are responsible for ensuring there is no excessive overloading on Brightcore Consulting's DNS or servers. In the event you exceed your allotted bandwidth, compute cycles or disk space and thereby overload Brightcore Consulting's DNS or servers, you shall be assessed any and all fees, costs and penalties associated with such overloading. You may not use Brightcore Consulting's servers and your website as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, denial of service, or other abusive activities. Server hacking or other perpetration of security breaches is prohibited and Brightcore Consulting reserves the right to remove sites containing information about hacking or links to such information. Use of your website as an anonymous gateway is prohibited. Brightcore Consulting prohibits the use of software or scripts run on its servers that cause the server to load beyond a reasonable level, as determined by Brightcore Consulting. You agree Brightcore Consulting reserves the right to remove your website temporarily or permanently from its servers if Brightcore Consulting is the recipient of activities that threaten the stability of its network. Further, if you are using ad-supported hosting, you acknowledge and agree Brightcore Consulting has the right to terminate your Services in its sole discretion and for any reason, including, but not limited to, your failure or unwillingness to comply with the terms and limitations of this Agreement, specifically, the content and material restrictions set forth in this Agreement. You agree not to engage in unacceptable use of the Services, which includes, without limitation, use of the Services to:

1. disseminate or transmit unsolicited messages, chain letters, unsolicited commercial email, or unreasonably large volumes of email on a daily basis, provided, Brightcore Consulting, in its sole discretion, may permit you, if you have a legitimate purpose and after request, to send more email than Brightcore Consulting's standard SMTP relay limit;
2. disseminate or transmit any material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious;
3. disseminate or transmit files, graphics, software or other material, data or work that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person;
4. create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication;
5. export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals,

- licenses and/or exemptions;
6. interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which you do not have authorization to access or at a level exceeding your authorization;
 7. disseminate or transmit any virus, trojan horse or other malicious, harmful or disabling data, work, code or program;
 8. engage in any other activity deemed by Brightcore Consulting to be in conflict with the spirit or intent of this Agreement or any Brightcore Consulting policy; or
 9. use your server as an "open relay" or similar purposes.

Brightcore Consulting prohibits the running of a public recursive DNS service on any Brightcore Consulting server. All recursive DNS servers must be secured to allow only internal network access or a limited set of IP addresses. Brightcore Consulting actively scans for the presence of public DNS services and reserves the right to remove any servers from the network that violate this restriction.

Storage and Security

At all times, you shall bear full risk of loss and damage to your website and all of your website content. You are entirely responsible for maintaining the confidentiality of your password and account information. You agree you are solely responsible for all acts, omissions and use under and charges incurred with your account or password or in connection with the Site or any of your website content displayed, linked, transmitted through or stored on the Server. You shall be solely responsible for undertaking measures to:

1. prevent any loss or damage to your website content;
2. maintain independent archival and backup copies of your website content;
3. ensure the security, confidentiality and integrity of all your website content transmitted through or stored on Brightcore Consulting servers; and
4. ensure the confidentiality of your password.

Brightcore Consulting's shared hosting servers are not an archive and Brightcore Consulting shall have no liability to you or any other person for loss, damage or destruction of any of your content. The Services are not intended to provide a PCI (Payment Card Industry) compliant environment and therefore should not be considered as one. Brightcore Consulting shall have no liability to you or any other person for your use of the Services in violation of these terms. You shall at all times use the Services as a conventional and/or traditional website. You shall not use the Service in any way, in Brightcore Consulting's sole discretion, that shall impair the functioning or operation of Brightcore Consulting's services or equipment. Specifically by way of example and not as a limitation, you shall not use the Services as: (i) a repository or instrument for placing or storing archived files; and/or (ii) placing or storing material that can be downloaded through other websites. You acknowledge and agree that Brightcore Consulting has the right to carry out a forensic examination in the event of a compromise to your server or account.

If you purchase MS SQL or Managed Backups, you hereby authorize Brightcore Consulting to log into your server for purposes of installing and configuring the software.

In the event you terminate, moving your website off of the Brightcore Consulting shared hosting servers is your responsibility. Brightcore Consulting will not transfer or FTP your website to another provider. In the event your use of the Services is terminated, Brightcore Consulting will not transfer or manage your Services or your website content.

Storage and Plan Limits

All web hosting plans, including are subject to limits of (i) no more than 1,000 tables per database and (ii) no more than two gigabyte ("GB") of storage per database. Any database that exceeds these limits will be issued a network violation warning and subject to suspension if no action is taken by the customer to reduce the number of tables or gigabytes (as the case may be).

4. Third-party software

Additionally, in the event you elect to install or seek assistance from Brightcore Consulting in connection with the installation of any third-party software, the following terms shall apply. You represent and warrant you have the right to use and install the third-party software, and have paid the applicable licensing fees for the third party software, and

the third-party software does not and shall not infringe on the intellectual property rights of any other person or entity. You agree to defend, indemnify and hold harmless Brightcore Consulting and its employees, officers and directors for, from and against any and all claims brought against Brightcore Consulting and its employees, officers and directors by a third-party alleging the software infringes: (i) the third-party's rights; or (ii) a U.S. patent, trademark, copyright or other intellectual property right. You agree that in such an event you shall pay all resulting costs, damages, expenses and reasonable attorneys' fees that a court awards and settlements incurred by Brightcore Consulting in connection with any such claims.

If you purchase MS SQL or Managed Backups, you hereby authorize Brightcore Consulting to log into your server for purposes of installing and configuring the software.

5. Titles and headings; independent covenants; severability

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

6. DEFINITIONS; CONFLICTS

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Universal Terms of Service Agreement. In the event there is a conflict between the provisions of this Agreement and the provisions of the Universal Terms of Service Agreement, the provisions of this Agreement shall control.

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