



<https://insync.media> • 970.901.5216 • info@insync.media

Revised 2/1/2023

ADDENDUM A WEBSITE HOSTING

This Website Hosting Addendum (this “**Addendum**”) is made part of InSync’s terms of service (“**Terms**”) and is effective upon Client’s commission of website hosting services by InSync, as determined by InSync in InSync’s reasonable discretion.

1. **Additional Terms.** Notwithstanding anything to the contrary in the Terms or any Exhibit or Addendum thereto, the following additional terms apply to the provision of Services under this Addendum:
 - 1.1. **Limited Warranty.** If there is any issue with the Website that is caused by InSync’s provision of the Services (i.e., hosting, backup, security, updates), InSync shall endeavor to restore the Website back to the original working order within twenty-four (24) hours of the problem verified by InSync. If the problem persists or takes longer than twenty-four (24) hours to resolve, InSync shall so inform Client and shall restore the Website back to the original working order as soon as is practicable.
 - 1.2. **Disclaimer of Other Warranties.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION, INSYNC HAS NOT MADE AND MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.
 - 1.3. **Website Changes.** Client shall inform InSync prior to making any material changes of domain names, websites, technical setup and any other material information regarding the technical infrastructure which may affect the Services delivered by InSync. Failure to consult with InSync prior to making website changes may result in (i) diminished efficacy of the Services or Deliverables, (ii) delays in completion of Services or delivery of Deliverables, and (iii) other adverse effects. CLIENT HEREBY EXCUSES ANY NONPERFORMANCE OR BREACH BY INSYNC OF THE TERMS IN THIS WORK ORDER OR THE AGREEMENT TO THE EXTENT SUCH NONPERFORMANCE OR BREACH IS DUE TO CHANGES MADE TO CLIENT’S WEBSITE WITHOUT INSYNC’S PRIOR APPROVAL.
 - 1.4. **Limitations on Liability.** In addition to the limitations on liability set forth in the Terms, InSync shall have no liability to Client or any third-party for:
 - 1.4.1. downtimes, interference in the form of hacking or viruses causing disruptions or interruptions, faulty Third-Party Materials, failure of Search Engines or websites on which a service is dependent to perform as expected, or failure of a third-party to deliver goods or services necessary for the completion of the Services or delivery of Deliverables;
 - 1.4.2. any changes made without notice to InSync by the Client or a third-party employed by the Client to domain names, websites, links, technical setup, or any other material information regarding the technical infrastructure affecting the Services or Deliverables to be delivered by InSync;
 - 1.5. **Additional Services.** InSync shall use its reasonable efforts to provide additional Services as such are related to this Work Order at InSync’s then current hourly rates. Notwithstanding the foregoing, InSync may, in InSync’s



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sole discretion, require the execution of a subsequent Work Order or refuse to provide such Services due to constraints on resources or for any other reason InSync deems sufficient in InSync's sole discretion.

1.6. Approvals. Unless otherwise set forth herein, all Services delivered hereunder and the associated Deliverables shall be deemed approved upon payment of an invoice tendered under this Addendum.