



HOST  
gis

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### **Policy, Acceptable Use, Warranty**

1. The monthly fee includes basic system administration services. This includes automated daily backups with one month typical retention, 24x7 health and status monitoring, daily checks for file modifications indicating hacker activity, and weekly security scans and necessary upgrades related to security. The monthly fee also includes a specified monthly allowance of system administration hours, e.g. installing software, restoring backups, creating additional user accounts, training, and debugging software issues.

2. The setup fee is non-refundable in any case, as it covers administrative expenses in the setup of your server.

3a. Our typical uptime is 99.999% (1 hour of downtime per year) HostGIS makes all reasonable attempts to maintain backup integrity, general health and response time, and total uptime of all services on the server. HostGIS makes all reasonable attempts to maintain network and system security, and to detect hacker intrusions as soon as possible. However, no system is completely invulnerable to intrusion, and downtime may result from hacker activity, or from actions and effects beyond HostGIS's control, e.g. power failure or natural disaster.

3b. HostGIS cannot be held liable for consequential damages resulting from software incompatibility or unsuitability, network issues or other downtime. The limit of HostGIS' liability is limited to the cost of service for one month.

4a. The server includes a backup agent and health monitoring systems, and the customer shall not modify or impede the functioning of these items. This provision does not include changes to other software not related to backups and monitoring; for example, the customer may upgrade, modify, or delete any other software such as Mapserver or Perl.

4b. Similarly, customer modifications to the startup scripts, to the filesystem table (fstab), to partitions, or to other operating system components may render the system unusable. The customer is requested to refrain from such modifications without consultation with HostGIS system administration.

4c. In the event that the customer has tampered with preinstalled software, no guarantee can be made that these services can be restored. For example, if the backup service is modified or disabled, it may be impossible to continue providing backups or to restore previously backedup files, and if the customer modifies their PHP installation, no guarantee can be made as to its compatibility with existing applications. HostGIS is glad to restore such files, and/or to consult on such compatibility issues, at regular consulting rates.

5a. The server may not be used for illegal activities, including sending spam, transmitting viruses or other malware via email, and implementing denial-of-service or other attacks against servers.

5b. The exception to this is an authorized security audit with the express permission of the remote site being targeted, and of HostGIS's system administration.

6. The server may not be used for services which are known to generate very large and sustained amounts of traffic (for example file sharing or pornography) without consulting with HostGIS system administration so we may provision sufficient network bandwidth and other system resources. This is not a total ban on such activity, but such activity may impact the service of other customers and preparations must be made.