

Server Administration, Business Web Master service

We provide first class server administration for web hosting customers, data centers, site operators and anyone looking to keep their server secure and online.

I specialized in

LINUX: RedHat, CentOS

Control Panels: cPanel

E-commerce: X-cart installation/design

We are available via phone, e-mail during customer regular business hours. All server management plans include 24/7 server monitoring as well as several additional hours of monthly administration work (on top of our regular server management functions) free of charge and available any time.

Dedicated Tech

This server administration package provides your company with a technician whose sole responsibility is to maintain a small number of client servers. This type of service your company will know what is like having a dedicated webmaster of an IT staff. You will received consultations, best practices, x-cart software installations, upgrades and hardware/software monitoring.

- 24/7/365 Server Monitoring &
- Human Response
- HTTP (String) Monitoring
- HTTPS Monitoring
- DNS Monitoring
- SMTP Monitoring
- POP3 Monitoring
- IMAP Monitoring
- MySQL Monitoring
- FTP Monitoring
- SSH Monitoring
- cPanel Monitoring
- WHM Monitoring
- Custom Ports Monitored
- DOS Attack Mitigation
- 24/7/365 Admin Availability
- Initial Security Audit &
- Server Hardening
- System "Root Kit" Scan
- SSH Hardening
- host.conf/sysctl.conf Hardening
- Directory/Partition Hardening
- Unnecessary System User Removal
- MySQL Optimization
- Disk Health Check
- RPM Integrity Verification
- Process and Socket Audit
- Remote Port Scan
- Disable unnecessary/insecure services
- Kernel Updates (grsecurity)
- Apache Updates
- PHP Updates
- MySQL Updates
- Control Panel Updates
- General System Updates

- Mod_Security Installation/Configuration
- Firewall Installation
- Monthly Server Security Audit/Updates
- Weekly Server Security Audits/Updates
- Additional Monthly Admin Hours/Issues
- Re-secure a server after intrusion
- Restore a server from backup
- Initial Server Setup
(IP/Hostname/Control Panel/DNS)
- Continuous Server Log Monitoring
- Server Backup Configuration/Implementation
- Level 3 End-User Support
when purchased with web hosting support
- 24/7/365 Admin Availability to maintain server

Terms of Service

Services Purchased Online

This Service Agreement ("the Agreement") is hereby entered into by and between: HOSTQUATTRO.COM an HDPIXEL company located at 9668 Milliken Ave. Suite 104-233 Rancho Cucamonga, CA 91730, here under referred to as "HDPIXEL" -and - YOU hereunder referred to as "Client";

The above listed parties hereby agree to the terms and conditions as follows:

1. The commencement date of the Agreement shall be the date upon which payment is received. No amendment to the Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.
2. HDPIXEL agrees to provide Client with Client's requested services described in Exhibit A.
3. All employees of Client, unless Client shall specifically state otherwise in writing, shall be considered agents of Client and authorized to order and accept services from HDPIXEL, and shall be bound by the Agreement.
4. HDPIXEL will bill Client monthly in advance for any services ordered or requested, unless otherwise expressly agreed to in writing.
5. Any order for services under the Agreement may be terminated by either party at any time through any contact method listed in paragraph 16, payment thereto of any sums owing, and return of any property thereto belonging, unless otherwise expressly agreed upon in writing.
6. HDPIXEL shall perform all services in accordance with the highest professional standards prevailing in the area at the time, and shall at all times attempt to serve the best interests of Client in connection with such services, and shall advise Client when services it requests are not in its best interest.
7. In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors, then, at the option of the other party, the Agreement shall terminate and be of no further force and effect, except for the payment of outstanding claims and the return to either party of such property, tangible or intangible, which shall be in its possession.

8. The Agreement and the services to be performed hereunder shall not be assigned or delegated by either party without the consent of the other.

9. If any affiliate, parent, subsidiary, or other company controlling, controlled, or in common control with a party shall take or omit any action which, if done or omitted by the party would constitute a breach of the Agreement, such shall be deemed a breach by such party with like legal effect.

10. Concerning the services rendered hereunder, the liability of HDPIXEL shall be limited to the total amount payable and received for one month, and neither party shall be liable to the other for any indirect, special, or consequential damages.

11. Neither party shall be responsible for delays in performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, theft, power failure, communication failure, storms, earthquakes, or other disasters.

12. Each party acknowledges that all material and information, which has or will come into the possession or knowledge of each in connection with the Agreement or the performance hereof, consists of proprietary or confidential information, whose disclosure or use by third parties may be damaging. Each will hold such material or information in strictest confidence, will not make use thereof other than for the performance of the Agreement, shall release it only to agents or employees requiring such information, and shall not disclose it to any other party. Each party shall take adequate security precautions to insure that such information does not fall into the hands of unauthorized persons. Such proprietary information does not include skills, insights, or professional knowledge, which HDPIXEL may acquire during the course of the Agreement.

13. The parties to the Agreement acknowledge that performance of the Agreement may result in the development of software, applications of software, new proprietary or secret concepts, methods, techniques, processes, adaptations, or applications, which may or may not be protected by patent or copyright. The parties agree that the same shall, in the absence of other agreement to the contrary, belong to HDPIXEL, but Client shall have a non-exclusive enterprise license to use such.

14. Each party shall perform hereunder in accordance with applicable laws, rules, and regulations now or hereafter in effect. If any provision of the Agreement shall be found to be illegal or unenforceable, then the remaining provisions of the Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken for as long as it remains illegal or unenforceable.

15. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing. Any consent by any party to, or waiver of, any breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach.

16. All notices under the Agreement shall be deemed duly given if delivered by hand or by certified mail, return receipt requested, to the designated address of the other party or via email.

17. In the absence of a written and expressed agreement to the contrary, the Agreement shall be governed by the laws of the state of California.

18. In the purchasing of any product for Client pursuant to service orders under the Agreement, HDPIXEL shall be deemed as acting as an agent for Client, not as a dealer or distributor, and shall not be liable for any sales, use, or business taxes therefore, or for any product warranty, express or implied.

19. HDPIXEL shall have the right to perform any work at its own premises, using its own equipment. HDPIXEL shall be responsible for the care and protection of any equipment or software in its possession belonging to Client.

20. In the event of a breach of any provision in this agreement, Client shall be liable for any and all legal and equitable remedies, court costs, and attorney's fees.

21. HDPIXEL and its employees shall maintain a policy of non-disclosure with customers of client as to the relationship that exists between HDPIXEL and Client. HDPIXEL and its employees shall refrain from referring or discussing competitors and their offerings with client's customers.

22. Client agrees to indemnify, defend, and hold harmless HDPIXEL from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from any service performed by HDPIXEL which damages either Client, HDPIXEL, or any other party or parties without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with the Agreement.

Limitation of Liability

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH HDPIXEL IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY HDPIXEL OF THE RISK OF CUSTOMER'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH CUSTOMER'S USE OF THE SOFTWARE AND DOCUMENTATION. ACCORDINGLY, CUSTOMER AGREES THAT HDPIXEL SHALL NOT BE RESPONSIBLE TO CUSTOMER FOR ANY LOSS-OF-PROFIT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE SERVICE OR DOCUMENTATION. Any provision herein to the contrary notwithstanding, the maximum liability of HDPIXEL to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of any service delivered to Customer hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to HDPIXEL by Customer for thirty (30) days of service whose license, use, or other employment gives rise to the liability. The essential purpose of this provision is to limit the potential liability of HDPIXEL arising out of this agreement. The parties acknowledge that the limitations set forth in this agreement are integral to the amount of consideration levied in connection with the license of the services and documentation and any services rendered hereunder and that, were HDPIXEL to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher.

23. Client agrees to maintain copies or backups of all data residing on any server accessible by HDPIXEL. Should any critical data be removed due to any negligence or malicious intent by HDPIXEL, its employees, or assigns, Client agrees that said data copies or backups will be made available to HDPIXEL for immediate restoration.

24. The Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof. All prior agreements, representations, statements, negotiations, and understandings are superseded hereby.

Exhibit A.

Service Description

<< Dedicated Tech >>

HDPIXEL employees will monitor the above listed number of servers (computers connected to the Internet) 24 hours per day, every day on behalf of Client via IP address using various monitoring software packages. In the event that a server fails to respond, HDPIXEL will follow the procedure list supplied by Client at the time of contract execution until said server is restored to normal operation. At no time will HDPIXEL be responsible for performing procedures outside of those stated by Client. Additionally, HDPIXEL will maintain and update software packages listed at the time of contract execution for the aforementioned servers. HDPIXEL will be available to install

PortSentry/APF, IP Tables, and/or TripWire firewall and intrusion detection software upon request at no additional charge on the server(s) listed above. HDPIXEL will be available to troubleshoot various server issues for the aforementioned servers at the direct request of Client. All requests past the initial 12 hours will be billed at the end of each month at the rate of \$75 per hour in 15 minute increments. HDPIXEL will also perform an initial security audit and update the configuration of the server to correlate with best industry practices and will be available to perform emergency system administration including re-securing a server after intrusion and restoring a server from backups (maintained by Client). HDPIXEL will be available to answer system administration related inquiries made by customers of Client.

The response time under normal conditions to any given ticket shall be no more than 60 minutes.

HDPIXEL reserves the right to modify this Agreement at any time. All changes to this Agreement shall be posted publicly in the following location:
<http://www.hostquattro.com/tos.html>

Client signature

Date