

APEFORGE SERVICE LEVEL AGREEMENT

Websites and App Platform Hosting, Maintenance, and Security Services

This document outlines the standard parameters, responsibilities, and limitations of liability regarding the hosting, maintenance, and security services provided by **Ape Forge LLC** ("Ape Forge", "we", "us") to our clients ("Client", "you"). By utilizing Ape Forge's hosting and maintenance infrastructure, you agree to the stipulations outlined herein.

SUMMARY

This document establishes the strict boundaries between Ape Forge's infrastructure responsibilities and your operational responsibilities as the Client. How this document should be viewed:

- **What We Manage:** Ape Forge is exclusively responsible for hosting, maintaining, and securing the underlying "container"—the server environments, core software, and infrastructure for your digital assets (websites, e-commerce platforms, native mobile/web applications).
- **What You Manage:** You retain 100% responsibility for your own content, end-user relationships, data privacy compliance, and managing access to your accounts.
- **Where Our Liability Ends:** We are not liable for internal security breaches (e.g., compromised passwords, rogue employees), lost business revenue, or service outages caused by the third-party cloud vendors we utilize to host your assets.

I. APE FORGE HOSTING RESPONSIBILITIES & INFRASTRUCTURE

Ape Forge provides robust, scalable, and secure hosting environments designed to ensure any digital asset we produce—specifically encompassing websites, e-commerce platforms, and web/mobile applications—remains accessible, performant, and stable.

I.1 Third-Party Cloud Services & Vendor Flexibility

To accomplish enterprise-grade hosting, Ape Forge actively utilizes premier third-party cloud infrastructure and web services. Ape Forge explicitly reserves the right to change, migrate, or upgrade these underlying third-party services at any time, at the company's sole discretion and with limited notice, to optimize for reliability, pricing, and network stability.

I.2 Uptime, Maintenance, and Third-Party Reliance

Ape Forge takes every commercially reasonable effort to ensure that routine hosting management and software maintenance do not interrupt the normal behavior of your application. However, we acknowledge—and the Client accepts—that certain actions and upstream network events are strictly out of our control. Because our environments rely upon third-party cloud infrastructure, occasional performance degradation, downtime, or



interruptions caused by these external entities may occur, for which Ape Forge cannot be held liable.

- **Server Infrastructure:** We manage the underlying server allocation, ensuring resources (CPU, RAM, Storage) are properly optimized for your application's needs.
- **Domain Management:** When explicitly contracted to do so, we manage domain DNS settings and renewals to ensure continuous connectivity.
- **Network Security:** We deploy server-level firewalls, DDoS mitigation protocols, and basic traffic filtering to protect the perimeter of our hosting environments.

2. APE FORGE MAINTENANCE RESPONSIBILITIES

Software requires active upkeep to remain secure and functional. Our maintenance services strictly cover the platform, core software, and associated server environments.

- **Core Updates:** We routinely perform updates to Content Management Systems (CMS), foundational frameworks, and essential server operating systems.
- **Plugin and Dependency Management:** We update critical plugins and software dependencies to patch known vulnerabilities and improve platform stability.
- **Automated Backups:** We schedule and manage routine backups of the database and site files. In the event of a catastrophic server failure, we utilize these backups to restore operations to the most recent stable state.
- **Backup Limitation:** While we schedule and maintain routine backups, they are provided strictly as a courtesy. The Client is strongly encouraged to maintain their own independent backups of all critical data. Ape Forge does not guarantee the integrity of every backup archive and shall not be held legally liable for data loss resulting from backup corruption, overwrites, or systemic failure.

3. CYBERSECURITY PROTOCOLS & CORPORATE INSURANCE

Ape Forge takes infrastructure security incredibly seriously. We implement strict defense-in-depth protocols at the server and software levels, including active SSL/TLS encryption and automated server-side malware scanning.

Corporate Backing & Liability Insurance

To further demonstrate our commitment to enterprise-grade operations and protect our underlying infrastructure, Ape Forge LLC is fully insured through comprehensive corporate policies, including a Business Owners Policy (BOP) with a \$1,000,000 occurrence / \$2,000,000 aggregate limit, and a dedicated Cyber Liability Policy with a \$1,000,000 occurrence limit. These coverages secure Ape Forge's business operations against systemic technological failures.

4. CLIENT RESPONSIBILITIES & SCOPE OF EXCLUSION

While Ape Forge manages the technical infrastructure, the Client retains complete responsibility for their own content, users, internal business practices, and access security.



4.1 Content and End-User Management

- **Content Ownership:** The Client is solely responsible for the accuracy, legality, and copyright compliance of all materials uploaded to the platform.
- **Client's Customers:** Ape Forge has no direct relationship with the Client's end-users (your customers). The Client is entirely responsible for managing end-user disputes and customer service.
- **Data Privacy Compliance:** The Client is responsible for ensuring their business practices comply with relevant data privacy regulations (e.g., GDPR, CCPA).

4.2 Access Control and Credential Security

The most common vector for unauthorized access is compromised user credentials. **Ape Forge is NOT responsible for breaches, data loss, or damages resulting from the Client's internal security failures.**

- **Rogue Employees & Internal Threats:** If a Client's account is compromised due to a disgruntled employee, unauthorized sharing of login details, weak passwords, or internal sabotage, Ape Forge accepts zero liability for resulting damages.
- **Phishing and Social Engineering:** Ape Forge cannot protect against Client staff falling victim to phishing scams or installing malware on their local devices that compromises their login credentials.

5. LIMITATION OF LIABILITY

By using our services, the Client agrees to the following protections of Ape Forge LLC:

- **No Consequential Damages:** Under no circumstances shall Ape Forge be held liable for indirect, incidental, special, or consequential damages. This includes loss of revenue, loss of profits, loss of business reputation, or data loss caused by factors outside of our direct server-level control.
- **Cap on Liability:** Ape Forge's total aggregate liability for any claims arising from our hosting and maintenance services shall not exceed the total amount paid by the Client to Ape Forge for those specific services in the three (3) months preceding the incident.
- **Force Majeure:** Ape Forge is not responsible for outages or service failures caused by events beyond our reasonable control, including natural disasters, internet backbone outages, or targeted national cyber-warfare.

6. ACCEPTABLE USE AND RIGHT TO SUSPEND

Ape Forge reserves the right to immediately suspend or terminate hosting and maintenance services, without prior notice or liability, if the Client violates applicable state or federal laws, hosts illegal or malicious content, compromises the integrity or security of our network, or fails to pay agreed-upon hosting fees in a timely manner.



7. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL HOSTING, MAINTENANCE, AND SECURITY SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. APE FORGE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. APE FORGE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, COMPLETELY ERROR-FREE, OR ENTIRELY SECURE FROM UNAUTHORIZED HACKING.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Montana, without regard to its conflict of law principles. Any legal action, dispute, or proceeding arising out of or relating to this Agreement or the services provided by Ape Forge LLC shall be brought exclusively in the state or federal courts located in Missoula County, Montana. The Client explicitly consents to the personal jurisdiction and venue of such courts.

9. SEVERABILITY

If any provision, clause, or section of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the enforceability of the remaining provisions, which shall continue in full force and effect.

10. INDEMNIFICATION

The Client agrees to indemnify, defend, and hold harmless Ape Forge LLC, its directors, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt arising from:

- A. The Client's violation of any term of this Agreement
- B. The Client's violation of any third-party right, including copyright, property, or privacy right
- C. Any claim that the Client's content or actions caused damage to a third party (including the Client's own customers)
- D. Any unauthorized access or cyber breach originating from compromised Client credentials or internal Client negligence.

II. TERMINATION AND DATA HANDOFF

Either party may terminate this hosting and maintenance agreement with thirty (30) days written notice. Upon termination, Ape Forge will provide the Client with standard access (e.g., a final site backup archive or administrative access) to retrieve their data. Ape Forge is not responsible for performing data migrations to new hosting providers or third-party agencies. If the Client requests migration assistance, it will be billed at Ape Forge's standard hourly rate. Following termination, Ape Forge reserves the right to permanently delete the Client's data from our servers after thirty (30) days.

