AGREEMENT
CONTRACT ROUTING SHEET

Date Prepared: 02/18/2021   **Need Date:** 02/19/2021

PROCESSING DEPARTMENT: CONTRACTOR:

Department:	CAO Fiscal for District Attorney	Name:	Dreamhost LLC
Dept. Contact:	Justene Cline	Address:	417 ASSOCIATED RDPMB #257
Phone:	530-621-5640		BREA CA 92821-5802

Department Head Signature: Kerri Williams-Horn   *Digitally signed by Kerri Williams-Horn Date: 2021.02.18 12:16:24 -08'00'*

Kerri Williams-Horn
Chief Fiscal Officer

Phone:

Org Code: 2200000
Project #
(if applicable): 22ADMIN

Funding Source: General Fund

CONTRACTING DEPARTMENT: District Attorney

Service Requested: Review Dreamhost online platform Terms & Conditions
Description: Review of Terms & Conditions that reference Auto-Renewal language. Annual cost for service is $1,788.
Contract Term: Perpetual   Contract Value: $ 1,788.00

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓   Disapproved: ☐   Date: 02/18/2021   By: Roger A. Runkle *Digitally signed by Roger A. Runkle Date: 2021.02.18 12:36:50 -08'00'*
Approved: ☐   Disapproved: ☐   Date: By:

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Approved and needs BOS approval
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HR APPROVAL: WILL BE REVIEWED THROUGH WORKFLOW

RISK MANAGEMENT: WILL BE REVIEWED THROUGH WORKFLOW

PLEASE EMAIL SIGNED DOCUMENT TO: justene.cline@edcgov.us
Thank you!

Fully-Managed Dedicated Server Hosting

Professional hosting at an affordable price.

Monthly Plans   Yearly Plans

Standard 4 GB | 1 TB HDD   ⌄

The ideal starting point into dedicated hosting! Our Standard servers have 4-core processors to handle all of your sites' visitors!

Starting at

$149.00/mo

SAVE 11% Over Monthly

Intel Xeon 4-Core 8-Thread

4 GB RAM

1 TB HDD

RAID 1 Storage

Root Access

Local MySQL Database Server

Ubuntu

100% Network Uptime Guarantee

24x7 Tech Support & Server Monitoring

DDoS Protection

Sign Up Now

Compare All Dedicated Plans ❯

Enhanced 16 GB | 2 TB HDD   ⌄

For the hoster who needs it all. Boasting a 12-core processor, up to 64GB of RAM, and 2TB of space, this server can handle multiple high-traffic sites easily.

Starting at

$279.00/mo

SAVE 6% Over Monthly

Intel Xeon 12-Core 24-Thread

16 GB RAM

2 TB HDD

RAID 1 Storage

Root Access

Local MySQL Database Server

Ubuntu

100% Network Uptime Guarantee

24x7 Tech Support & Server Monitoring

DDoS Protection

Sign Up Now

Compare All Dedicated Plans ❯

We're Here to Help

Have some questions? Chat with us via the widget at the bottom right, or **send us an email** to get in touch.

Dedicated Hosting Features that Matter to Your Success

Arm your site with the power and control of DreamHost's dedicated servers.

Extreme Performance

Dedicated servers from DreamHost use the best hardware and software available to ensure your site is always up, and always fast.

❯ Comes with either HDD or SSD hard drives for lightning fast loading times.

❯ Use your server resources how you want without having to share.

❯ Rest easy with 24x7 DDoS protection and 2N+2 power redundancy.

100% Uptime Guarantee

Made possible by our multiple datacenter locations, redundant cooling, emergency generators, and constant monitoring.

Learn More

24/7/365 Expert Support

Our experts are on standby for friendly, pro-level support 24/7, 365. No question is too simple or too complex.

Email Us

Intuitive Management

Our custom control panel allows you to manage everything from **one place**.

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❯ Full root & shell access (SSH) for maximum control.

❯ Reboot or powercycle your server whenever it's needed.

❯ Manage all the domains, websites, and email addresses you own.

Included with EVERY Dedicated Hosting Plan

👍

100% Network Uptime Guarantee

We're so confident in our infrastructure that we back your site up with a 100% uptime guarantee.

👥

24x7 Tech Support & Server Monitoring

Rest easy knowing your servers are under constant monitoring by our in-house experts.

Full Root & Shell Access (SSH)

Live the command-line life. Gain secure remote access and get down to business.

Ubuntu Linux

An familiar industry standard ready to go to work for you.

RAID 1 Storage

Provide your site visitors with increased performance and reliability.

DDoS Protection

Continue to serve your website visitors no matter what.

Uncapped Bandwidth

There are no limits on the amount of traffic your site or app can receive. All we ask is that you be nice and comply with our unlimited policy.

Reseller and Sub Account Features

Create an unlimited number of sub accounts to help you manage client accounts, client and contractor website access, FTP, and billing.

Ruby Version Manager (RVM)

Need more than one version of Ruby? RVM makes it easy.

OPcache

OPcache makes PHP scream by compiling your code once and storing it in memory. Silently. Always watching. Always ready.

PHP7/Perl/Python/Ruby

The gangs all here. Build something great.

Advanced, Easy-to-Use Panel

Our custom-built panel allows you to manage your websites, databases, email, and billing.

Unique IPv4 and IPv6

Get an IPv4 address and future-proof your account with an unlimited number of free IPv6 addresses.

Node.js

Node.js works best in a powerful VPS environment. Let your server-side JavaScript freak flag fly!

Local MySQL Server with Full Root Access

Our dedicated servers host MySQL databases locally instead of on a separate machine. This makes for faster queries to a database you're hosting!

Compare DreamHost Dedicated Hosting Plans

Plan	Cores	RAM	Storage	Monthly Price
Standard 4	Intel Xeon 4-Core 8-Thread	4 GB	1 TB HDD	**$149.00**/mo | Sign Up
Standard 8	Intel Xeon 4-Core 8-Thread	8 GB	1 TB HDD	**$189.00**/mo | Sign Up
Standard 16	Intel Xeon 4-Core 8-Thread	16 GB	1 TB HDD	**$229.00**/mo | Sign Up
Enhanced 16	Intel Xeon 12-Core 24-Thread	16 GB	2 TB HDD	**$279.00**/mo | Sign Up
Enhanced 32	Intel Xeon 12-Core 24-Thread	32 GB	2 TB HDD	**$329.00**/mo | Sign Up
Enhanced 64	Intel Xeon 12-Core 24-Thread	64 GB	2 TB HDD	**$379.00**/mo | Sign Up
Enhanced SSD 16	Intel Xeon 12-Core 24-Thread	16 GB	240 GB SSD	**$279.00**/mo | Sign Up
Enhanced SSD 32	Intel Xeon 12-Core 24-Thread	32 GB	240 GB SSD	**$329.00**/mo | Sign Up
Enhanced SSD 64	Intel Xeon 12-Core 24-Thread	64 GB	240 GB SSD	**$379.00**/mo | Sign Up

Need Some Help?

Whether you're stuck or just want some tips on where to start, hit up our experts anytime.

DreamHost Help Bot: 24/7/365 through the chat widget.

Customer Support Chat: Every Day 5:30AM–9:30PM PT through the **panel**.

DreamHost Reviews

Excellent

Based on **1,466 reviews**

★ Trustpilot

Common Questions About Dedicated Hosting

What is Dedicated Hosting?

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What can you do with a Dedicated Server?

What are the reasons to choose a Dedicated Server?

VPS vs Dedicated Hosting

PRODUCTS

WordPress Hosting

Free Automated WordPress Migrations

Website Builder

Shared Hosting

Virtual Private Servers

Dedicated Servers

Domain Names

Monthly Web Hosting

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WHOIS Lookup

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Knowledge Base

Forums

System Status

LOGIN

Web Hosting

DreamCompute

Website Builder

Webmail

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Dreamhost Terms & Conditions: https://www.dreamhost.com/legal/terms-of-service/

Legal

Terms & Policies

General Terms of Service

Last Updated:

December 04, 2020

PLEASE READ THESE TERMS OF SERVICE CAREFULLY.

DreamHost offers a variety of services to customers that range from hosting and website services (including shared, VPS, and dedicated hosting, WordPress hosting, Remixer, email, cloud services, and domain registration services among others. These services are collectively referred to as "Services."

By using DreamHost's Services, Customer agrees to these Terms of Service and any other policies or terms referenced or published by us (collectively, the "Terms"). If Customer does not accept these Terms, Customer must not register an account or purchase, access, or use DreamHost's Services in any way.

These Terms form a binding legal agreement between DreamHost and any person or organization who purchases, accesses, or uses DreamHost's Services ("Customer" or "You"). Customer represents, warrants, and agrees that (a) Customer has the full power and authority to enter into and perform under these Terms, or (b) if Customer is using these Services on behalf of an organization, entity, or group, that Customer is authorized to accept these Terms.

Financial Arrangements

1. Customer agrees to a thirty (30) day contract minimum beginning upon commencement of service. Exact contract duration is decided upon at signup.
2. Customer agrees that all charges and fees associated with an account are their sole responsibility.
3. If the customer wishes to cancel DreamHost shared Web Hosting services within ninety-seven (97) days of the initial signup they shall be able to do so for any reason (aside from disablement for Terms of Service or Spam Policy violations) and have their money promptly refunded.
4. Services provided by 3rd parties and DreamHost partners are not part of the 97-day refund policy and no early ending credit applies. Billing will stop at end of term during which the service is canceled.

5. **AUTOMATIC RENEWAL: At the end of the contract term, the contract will automatically renew at the then-current, non-promotional rate for the original contract length indefinitely until canceled.**

    DreamHost will automatically renew the applicable service when it comes up for renewal and will take payment from the payment method associated with your account. If you do not wish for any service to automatically renew, you may elect to cancel that service, in which case, your Services will terminate upon expiration of the then-current term, unless you manually renew your Services before that date. Any Services must be canceled prior to their renewal date(s) in order to avoid automatic renewals. Renewal dates take effect at midnight, PST.

    If the customer's payment card is determined to be expired, invalid, or otherwise not able to be charged, the customer agrees that DreamHost may use other payment methods linked to the customer's bank account (such as new credit card credentials from your card issuer). If a shared hosting service is terminated after the 97-day money-back guarantee period, the service will be canceled before the next payment is due and no more billing will occur nor will any payment be refunded, even for unused portions. If any non-refundable charges have already been incurred, they must be paid before the account may be canceled.

    You can cancel by accessing the Manage Account panel page. Detailed and up-to-date cancellation instructions can be found here.

6. The "97-Day Money-Back Guarantee" offer is only applicable to credit card payments for shared web hosting. Other forms of payment are non-refundable. Refunds can only be processed for shared hosting. Domain registrations (including the value of any used free domain registrations included with the plan) are not refundable under any circumstances. SSL certificates are non-refundable. The value of any AdWords credit or other third-party add-ons is non-refundable. See the Domain Registration Terms for more information.

7. Violations of DreamHost's Terms may, at DreamHost's discretion, result in immediate and permanent disablement without refund.

8. Disputed charges ("chargebacks") associated with any DreamHost account, at DreamHost's discretion, may result in immediate and potentially permanent disablement of Services or the full account. Each rejected charge will incur a $50 fee on the account which must be paid before any Services may be reactivated.

9. DreamHost reserves the right to modify current service plans, fees, and applicable charges at any time. Services that involve outdated or unsupported features may incur additional maintenance fees. In such situations, DreamHost will provide notice to Customer, and will allow Customer to cancel the Services without incurring additional change fees, but no refund will be payable for any fees previously assessed.

10. DreamHost will use commercially reasonable efforts to make DreamObjects available 99.9% of the time during each monthly billing cycle. If DreamHost is unable to meet this service level, you will be eligible to receive a credit to apply to future DreamObjects billing cycles based upon the Unavailability for that month.

1. For the purposes of this agreement, Unavailability means that either (a) the DreamObjects service is unresponsive, or (b) DreamObjects returns a server error response to valid user requests for more than 60 seconds of consecutive requests.
2. Unavailability that is a result of scheduled maintenance is excluded from these conditions and will not be considered for service credit calculations. Scheduled maintenance is defined as maintenance that is announced at least 5 days in advance, and does not exceed one hour in any month.
3. Service credits will be calculated as a percentage of the bill for the billing cycle that the Unavailability occurred. The percentage for the credit will be calculated by dividing the number of minutes of Unavailability by the total number of minutes in that billing cycle.
4. Service credits must be claimed within 14 days of the Unavailability occurring by submitting a support ticket. Include as much detail as required to document the Unavailability.

Taxes

1. DreamHost shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from Customer or DreamHost Web Hosting's server. Customer agrees to take full responsibility for all taxes and fees of any nature associated with such products sold.

Material Products

1. Customer will provide DreamHost with material and data in a condition that is "server-ready", which is in a form requiring no additional manipulation on the part of DreamHost. DreamHost shall make no effort to validate this information for content, correctness or usability.
2. Use of DreamHost's service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of Customer's Webspace by the Customer.
3. The following examples are offered:
    1. Web Publishing: requires a knowledge of HTML, properly locating and linking documents, FTPing Webspace contents, Graphics, text, Sound, imagemapping, etc.
    2. CGI-Scripts: requires a knowledge of the UNIX environment, TAR & GUNZIP commands, Perl, CShell scripts, permissions, etc.
4. The Customer agrees that they have the necessary knowledge to create Customer's Webspace. Customer agrees that it is not the responsibility of DreamHost to provide this knowledge or Customer Support outside of the defined service of DreamHost.
5. DreamHost will exercise no control whatsoever over the content of the information passing through the network, provided that it adheres to all other

conditions set forth in our Terms of Service and Acceptable Use Policy documents.

6. DreamHost reserves the right to police its network to verify compliance with all agreed upon Terms.

7. The Customer agrees to cooperate in any reasonable investigations into their adherence to all agreed upon Terms. Failure to cooperate is grounds for immediate disablement of all accounts/service plans.

8. DreamHost reserves the right to disconnect any website or server deemed to present a security threat to DreamHost's customers, servers, or network.

9. The opening of multiple accounts or service plans in order to bypass any restrictions or overage charges set forth by DreamHost is grounds for termination of all Services.

10. DreamHost makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. DreamHost also disclaims any warranty of merchantability or fitness for a particular purpose and will not be responsible for any damages that may be suffered by the Customer, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Customer. Use of any information obtained by way of DreamHost is at the Customer's own risk, and DreamHost specifically denies any responsibility for the accuracy or quality of information obtained through its Services. Any mention of connection speeds associated with DreamHost's Services represents the maximum achievable speed. DreamHost does not guarantee that the customer will achieve the maximum connection speed at all times, as this depends on a variety of factors (including your own internet connection!). DreamHost expressly limits its damages to the Customer for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability.

11. DreamHost specifically denies any responsibilities for any damages arising as a consequence of such unavailability. In the event that this material is not "Server-ready", DreamHost may, at its option and at any time, reject this material, including but not limited to after it has been put on DreamHost's servers. DreamHost agrees to notify Customer immediately of its refusal of the material and afford Customer the opportunity to amend or modify the material to satisfy the needs and/or requirements of DreamHost. If the Customer fails to modify the material, as directed by DreamHost, within a reasonable period of time, which shall be determined between the parties themselves, the contract shall be deemed to be terminated.

12. All domain names registered through DreamHost or its previous domain registration site, domainitron.com, that are 'parked' or are otherwise not immediately associated with a DreamHost hosting plan will be automatically pointed to a "Coming Soon" web page which informs visitors that the registrant has recently registered their domain name via Dreamhost.com. The Coming Soon web page may be modified at any time by DreamHost without prior notice to you and may include such things as, without limitation, links to additional products and Services offered by DreamHost.

Trademarks & Copyrights

1. Customer warrants that it has the right to use the trademarks and copyrights applicable to all content and/or products being made available through the customer's account.

Hardware, Equipment, & Software

1. The customer is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access DreamHost Services.
2. DreamHost makes no representations, warranties or assurances that the Customer's equipment will be compatible with DreamHost Services.

Guaranteed Uptime

1. DreamHost guarantees 100% uptime. A failure to provide 100% uptime will result in customer compensation pursuant to guidelines established herein.
2. Customer is entitled to compensation if Customer's web site, databases, email, FTP, SSH or webmail become unusable as a result of failure(s) in DreamHost systems for reasons other than previously announced scheduled maintenance, coding or configuration errors on the part of the Customer.
3. Customer will receive DreamHost credit equal to the Customer's current hosting cost for 1 (one) day of service for each 1 (one) hour (or fraction thereof) of service interruption, up to a maximum of 10% of Customer's next pre-paid hosting renewal fee.
4. DreamHost's assessment of downtime begins when Customer opens a support ticket to report the problem.

DreamHost Dedicated Server and DreamCompute Stipulations

1. Bandwidth pricing and measurement frequency are subject to change at DreamHost's discretion. Customers affected by such changes will be notified no less than thirty (30) days in advance by DreamHost.
2. DreamHost is under no obligation to compensate Customer for downtime, whether the downtime is caused by Customer, DreamHost, or DreamHost's upstream providers.
3. Customer agrees that dedicated server payments are NONREFUNDABLE. For example, if Customer submits payment for twelve (12) months of service, service will be provided for twelve (12) months and will not be refunded if Customer chooses to discontinue service with DreamHost mid-way through the term. DreamCompute services will be billed on a monthly basis; existing DreamCompute customers may remain on a pre-paid billing plan, but new customer accounts will be subject to a usage-billing plan. Termination or upgrades of DreamCompute services will result in the following refund and billing procedures:

1. Pre-Paid Billing DreamCompute Plan: Any termination or upgrade will result in a refund of the prorated value of the plan for the last billing period.
2. Usage-Billing DreamCompute Plan: Any termination will result in the customer being billed for usage, rounded up to the nearest hour.

4. Hardware upgrades to an existing 'platform' (platform defined as a motherboard/chassis combination) will be performed by DreamHost and shall incur an additional one-time labor fee of $100 as well as an increase to Customer's standard monthly rate.
5. Any hands-on labor necessitated by the customer (including, but not limited to, re-installing the operating system on the server) shall be performed by DreamHost and shall incur an additional one-time labor fee of $100 for each incident.
6. DreamHost reserves the right to alter the dedicated server packages advertised on its website at its discretion. DreamHost is not required to upgrade Customers' hardware or bandwidth allocation as a result of a pricing or service package change. There will be an additional charge of $200 associated with any such hardware upgrade requested by Customer. Customer will not be required to upgrade hardware as a result of a pricing change.
7. For managed servers, DreamHost is responsible for the security of the network, the kernel, and the base operating system (defined as the standard set of debian packages that come installed with the server). DreamHost may take any steps it deems necessary at any time to protect the security of your server (this generally includes applying security patches as well as upgrading the entire operating system).
8. For unmanaged servers not using a "DreamCatcher" monitoring option, Customer is responsible for keeping the security of their system up to date. This includes but is not limited to the following requirements:
    1. The kernel will be patched within 7 days of any announced security hole relating to the kernel
    2. Any security patches for all installed software must be applied within 7 days of their general announcement to the security community at large.
9. DreamHost is not responsible for notifying unmanaged servers of the need to apply patches. Failure to comply with these requirements is grounds for termination of contract without refund. DreamHost reserves the right to take any action upon unmanaged dedicated servers it deems necessary at any time to protect the security and integrity of DreamHost's network.

Age

1. The Customer certifies that they are at least 18 years of age, or that their parent or legal guardian will act as the "customer" in terms of this contract.

Termination

1. This contract may be terminated by either party, without cause, by giving the other party 14 days written notice. DreamHost will accept termination by

electronic mail. Notwithstanding the above, DreamHost may terminate service under this contract at any time, without penalty, if the Customer fails to comply with the terms of this contract, including non-payment. DreamHost reserves the right to charge a reinstatement fee.

Limited Liability

1. Customer expressly agrees that use of DreamHost's Services is at Customer's sole risk. Neither DreamHost, its employees, affiliates, agents, third party information providers, merchants licensers or the like, warrant that DreamHost's Services will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Services or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through DreamHost Services, unless otherwise expressly stated in this contract.
2. Under no circumstances, including negligence, shall DreamHost, its offices, agents or anyone else involved in creating, producing or distributing DreamHost's Server service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use DreamHost's Services; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to DreamHost's records, programs or services. Customer hereby acknowledges that this paragraph shall apply to all content utilizing DreamHost's Services.
3. Notwithstanding the above, Customer's exclusive remedies and DreamHost's total liability for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, arising out of or in connection with these Terms or from the use or inability to use the Services, shall not exceed the aggregate amount which Customer paid to DreamHost during the six (6) months immediately preceding the claim.

Promotional Codes

1. By using a promotional ("promo") code you waive the option to indicate who referred you to DreamHost.
2. You may not change/submit a promo code or referrer after you've finished signing up.
3. Promo codes/referrers are for new customers only — if you use one you may not host on your account any domain ever previously hosted with DreamHost.

Indemnification

1. Customer agrees that it shall defend, indemnify, save and hold DreamHost harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against DreamHost,

its agents, its customers, servants officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Customer,its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless DreamHost against Liabilities arising out of

1. any injury to person or property caused by any products sold or otherwise distributed in connection with DreamHost's Server;
2. any material supplied by Customer infringing or allegedly infringing on the proprietary rights of a third party;
3. copyright infringement;
4. any defective product which Customer sold on DreamHost's servers.

Sanctioned Countries

Customer agrees to comply with all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Specifically, Customer covenants that it shall not – directly or indirectly – sell, export, re-export, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from DreamHost under this Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. Customer agrees to indemnify, to the fullest extent permitted by law, DreamHost from and against any fines or penalties that may arise as a result of Customer's breach of this provision. This export control clause shall survive termination or cancellation of this Agreement.

Other Terms and Policies

Customer agrees to abide by the terms set forth in this Terms of Service as well as other DreamHost policy documents including, but not limited to the following, each of which are incorporated herein by reference, and together with the Terms of Service, constitute the entire agreement of the parties:

1. Acceptable Use Policy
2. Anti-Spam Policy
3. Unlimited Policy
4. Privacy Policy
5. Customer EU Data Processing Addendum
6. Professional Services Terms
7. Domain Registration Terms

A full list of all policies can be found here: www.dreamhost.com/legal.

Customer also agrees to abide by all applicable terms set forth by all DreamHost partners and subsidiaries.

Partner Product Terms

BoldGrid: By utilizing WP Website Builder, you agree to BoldGrid's Terms [here].

G Suite: By utilizing DreamHost's partnered G Suite service with Google, you agree to the G Suite (Online) Agreement.

Contract Revisions

As DreamHost evolves, we may modify these Terms from time to time to reflect changes in our business. These modifications may include cancellation of outdated products or Services, additional fees, and changes to our policies among others. In some instances, we may provide you with additional notice of updates including but not limited to adding a statement to the website, via the newsletter, or sending you an email notification. However, it is your responsibility to periodically check for the current version of our Terms by visiting this page (and other pages referenced in the Terms).

If you continue to use or access the Services after the effective date set forth above, you agree to be bound by any revised Terms, and all other terms or policies incorporated herein either directly or by reference.

Transfer

Customer may not assign or transfer Customer's rights or obligations under these Terms without the written consent of DreamHost.

Governing Law

The Terms and the resolution of any disputes shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.