

cPanel & WHM Pricing and Term Agreement

This cPanel & WHM Pricing and Term Agreement sets forth the pricing and term for a license between cPanel, L.L.C. ("**cPanel**") and the undersigned ("**you**" or "**your**") for the use of the software offered for licensing in this Agreement ("**Software**").

Your use of the Software is expressly conditioned upon your agreement to and compliance with the terms and conditions of the cPanel/WHM End User License Agreement ("**EULA**") and cPanel's Technical Support Agreement ("**Tech Agreement**"). The complete text of the EULA may be found at <https://www.cpanel.net/eula/> (or such other URL as cPanel may designate from time to time). The complete text of the Tech Agreement is set forth below and can be found at <https://www.cpanel.net/technical-support-agreements/> (or such other URL as cPanel may designate from time to time).

This cPanel/WHM Pricing and Term Agreement, the EULA, and the Tech Agreement (collectively referred to herein as the "**Agreement**") constitute the entire agreement between you and cPanel with regard to your licensing and use of the Software. All capitalized terms not defined in the Agreement have the respective meaning given to such terms in the EULA or Tech Agreement.

1. Term

This Agreement shall be effective when you click the confirmation checkbox below and complete a purchase ("**Effective Date**"). Depending on the type of license you select for purchase, your license to use the Software shall continue (the "**Term**") for a month-to-month term, or for one year, two years or three years from the date the license is activated ("**Activation Date**"). cPanel may elect to provide or not provide, licenses or license renewals in its sole discretion.

2. Available Licenses

Type	License Term Description
Cloud Licenses for cPanel & WHM	These licenses will automatically renew at the beginning of each Billing Cycle unless canceled by you. These license is for a designated number of Account. Use by more than the designated number of Accounts stated at the point of purchase will be billed a Fee per Account.
Metal Licenses for cPanel & WHM	These licenses will automatically renew at the beginning of each Billing Cycle unless canceled by you. These license is for a designated number of Account. Use by more than the designated number of Accounts stated at the point of purchase will be billed a Fee per Account.
CloudLinux License for cPanel & WHM	This license will automatically renew at the beginning of each Billing Cycle unless canceled by you.

Type	License Term Description
1 Year CloudLinux License	This license will automatically renew 1 year from the Activation Date unless you explicitly request for the license to end.
Educational License for cPanel & WHM	This license will automatically expire after 90 days of inactivity.
Nonprofit License for cPanel & WHM	This license will automatically expire after 90 days of inactivity.
Development License cPanel & WHM	This license will automatically expire after 90 days of inactivity.
LiteSpeed Unlimited License for cPanel & WHM	This license will automatically renew at the beginning of each Billing Cycle unless cancelled by you.
LiteSpeed 8GB License for cPanel & WHM	This license will automatically renew at the beginning of each Billing Cycle unless cancelled by you.
ELS	This license will automatically renew at the beginning of each Billing Cycle unless cancelled by you.
Monthly WHMCS Plus	This license will automatically renew at the beginning of each Billing Cycle unless cancelled by you.
Monthly WHMCS Professional	This license will automatically renew at the beginning of each Billing Cycle unless cancelled by you.
Monthly WHMCS Business 1000	This license will automatically renew at the beginning of each Billing Cycle unless cancelled by you.
Monthly WHMCS Business 2500	This license will automatically renew at the beginning of each Billing Cycle unless cancelled by you.
Monthly WHMCS Business 5000	This license will automatically renew at the beginning of each Billing Cycle unless cancelled by you.
Monthly WHMCS Business 10000	This license will automatically renew at the beginning of each Billing Cycle unless cancelled by you.
Monthly WHMCS Business 50000	This license will automatically renew at the beginning of each Billing Cycle unless cancelled by you.
Monthly WHMCS Business 100000	This license will automatically renew at the beginning of each Billing Cycle unless cancelled by you.
Monthly WHMCS Business Unlimited	This license will automatically renew at the beginning of each Billing Cycle unless cancelled by you.

Type	License Term Description
Monthly Imunify360 Unlimited	This license will automatically renew at the beginning of each Billing Cycle unless cancelled by you.
Monthly Imunify360 for cPanel Solo®	This license will automatically renew at the beginning of each Billing Cycle unless cancelled by you.
Monthly ImunifyAV+	This license will automatically renew at the beginning of each Billing Cycle unless cancelled by you.
Monthly JetBackup	This license will automatically renew at the beginning of each Billing Cycle unless cancelled by you.

cPanel offers the following types of licenses available for purchase directly from cPanel.net

3. Monthly Licenses

cPanel's monthly "**Billing Cycle**" for new purchases begins on the date of purchase and ends on the same date (-1 day) of the next month.

Previously cPanel's monthly "**Billing Cycle**" began on the 1st day of each month CST and ends on the last day of that month. Based on the Activation Date, your first invoice may have been prorated depending on when the Activation Date occurred during the Billing Cycle. If your purchase was made when this billing cycle was used then your renewal date will occur on the 1st day of each month.

Your primary credit card on file will be automatically charged at the end of each Billing Cycle for each of your active monthly licenses until the license is canceled.

Cancellations made during a Billing Cycle will take effect at the end of that Billing Cycle. If you wish to cancel before you are charged for the next Billing Cycle, please cancel the licenses at <https://store.cpanel.net/my/licenses> before the start of the next Billing Cycle.

ELS Services may be cancelled by installing or upgrading to supported software, or uninstalling the End of Life Software.

4. Yearly Licenses

cPanel's yearly "**Billing Cycle**" begins on the date of purchase and ends on the first anniversary of the date of purchase. Your primary credit card on file will be automatically charged at the end of each Billing Cycle for each of your active yearly licenses until the license is canceled.

5. Description of License and Support

The license granted by the EULA is limited to one stand-alone server or one Virtual Private Server. Such license allows you to host as many domain names on your server as it can effectively handle. The EULA contains a complete description of the license granted to you. Please refer to the EULA for the terms and conditions concerning the use and installation of the Software.

Additionally, licenses purchased directly from cPanel include Priority Support (see Section 7 below) and free Updates to the Software during the Term.

ELS Services may be provided by third-parties. If so, you will be subject to the terms and conditions of the agreement between you and the third party providing the service. In addition, in such a case, the support associated with this Service will be different than the support provided directly by cPanel, and is not subject to this Agreement.

6. Educational, Non-Profit License and Trial Version Licenses

Educational institutions may be eligible for licenses to the Software at a reduced cost ("**Educational License**"). Generally, all educational institutions with .edu domain extensions can apply for an Educational License, but cPanel reserves the right to deny or rescind Educational Licenses, at its sole discretion, to institutions that it does not deem legitimate or eligible. cPanel also offers discounted licenses to organizations verified through <http://guidestar.org> as non-profit organizations ("**Non-Profit License**"). A request for an Educational or Non-Profit License can be submitted through <https://input.cpanel.net/s3/edu> in order to determine eligibility.

cPanel charges a non-refundable \$30.00 fee to process Educational License and Non-Profit License requests. A completed request for an Educational License or a Non-Profit License does not guarantee approval and, if a request is denied, the \$30.00 processing fee will not be refunded.

You may obtain a free 15-day license ("**Trial Version License**") by installing the cPanel & WHM software on a server without previous history of a cPanel & WHM installation. In order to determine eligibility for a Trial Version License, please check the main server IP address through <https://verify.cpanel.net/app/verify>.

Certain additional restrictions apply to Educational Licenses, Non-Profit Licenses and Trial Version Licenses as set forth in the EULA. All technical support Incidents related to Educational Licenses, Non-Profit Licenses and Trial Version Licenses shall be deemed Complimentary Support subject to the Technical Support Agreement.

7. Priority Technical Support

During the Term, you may submit a commercially reasonable number of technical support Incidents (as determined by cPanel in its sole discretion) through the cPanel Customer Portal. The technical support services are only for questions or issues relating to the Software or third-party software included with the Software. As set forth in the Tech Agreement, Priority Support does not include server problems such as operating system kernel upgrades or other issues not related to the Software. Questions regarding functionality of the Software or other frequently asked questions can many times be answered by using our documentation, FAQ section and our user forums. If you cannot find the answers to your questions in any of these areas, you can submit a support request so that our technical support department can help you. This can be done via WHM or by visiting <https://tickets.cpanel.net/submit>. cPanel's technical support services and any technical support or advice provided by cPanel via the website or user forums is provided by cPanel subject to the Tech Agreement. The complete text of the Tech Agreement may be found at <https://www.cpanel.net/technical-support-agreements/> (or such other URL as cPanel may designate from time to time) . cPanel shall provide the technical support services solely during the Term of this Agreement.

ELS Services do not receive Priority Technical Support.

8. Installation and Activation

If you have not already done so, you can download the installer for the Software by visiting: <http://httpupdate.cpanel.net/>. You must install the Software onto a clean server with a fresh installation of the operating system. After installing the Software, you must complete the Mandatory Activation Process as set forth in the EULA. If you should have any questions regarding the installation or if you would like our Technical Analysts to perform the installation for you, please submit a support request by going to <http://www.cpanel.net/support/support.htm> and our analysts can provide further assistance.

You must also designate a static public IP address to be used in connection with this Agreement. If you wish to change the IP address associated with this Agreement, you will need to login to your direct license account at <https://store.cpanel.net/my/licenses> and update the licensed IP address.

If you fail to follow the installation and activation instructions (or other such instructions provided to you by cPanel from time to time), cPanel may terminate this Agreement and the EULA or suspend or disable access to the Software. Please refer to the EULA for additional details.

9. Data Protection

Where you are a business, company or similar organization, to the extent that cPanel processes any personal data on your behalf in connection with the Agreement and (a) the personal data relates to individuals located in the EEA; or (b) you are located in the EEA, the parties agree that such personal data will be processed in accordance with the Data Processing Addendum (DPA) . The DPA is incorporated into and forms an integral part of this Agreement by reference. The current version is available at [\[**link**\]](#). By entering into this Agreement, you agree to the terms of the DPA as published, as amended from time to time. For the purposes of this section 9, the terms "personal data", "process" and "EEA" have the meanings given in the Data Processing Addendum.

10. Payment & Payment Methods

Please understand that all prices are subject to change before the next Billing Cycle. cPanel will use reasonable efforts to notify you of any changes in pricing, however it is your responsibility to understand and comply with Section 16 of this Agreement regarding all possible changes. For additional details, please see <https://www.cpanel.net/pricing/>. License discounts cannot be used with any other promotions or offers unless otherwise noted. If you have any questions at all regarding licensing or your account, please direct all inquiries to cs@cpanel.net.

Payment of the applicable license fee or non-refundable processing fee can be made by using one of the payment methods below. cPanel may elect to change or withdraw existing discount programs and to provide or not provide, licenses or license renewals in its sole discretion.

- Credit Card: Payment by Visa, MasterCard, or American Express is the required payment method for all Monthly licenses.
- PayPal: billing@cpanel.net.

Please note that if cPanel does not verify your purchase within 72 hours of the order date, the order will be canceled and you will have to resubmit your order. Once an order is submitted from our website, your cPanel & WHM license will automatically activate while your order is pending review. cPanel does not issue automatic license activations for additional licenses or specially priced licenses (EDU or Non-Profit. If the order is canceled, the automatic activation will expire.

12. Refunds

Yearly Licenses and Fees for ELS Services are non-refundable. No refunds will be given for processing fees of Educational Licenses and Non-Profit Licenses.

Refund requests for Monthly Licenses must be made within the first 72 hours of your purchase. The option to modify your monthly cPanel & WHM license purchase is available via <https://store.cpanel.net/my/licenses> and will allow cPanel's system to update the order amount based on the changes made, providing an automatic refund. All other cancellations will take place at the end of the current Billing Cycle.

13. Disclaimer

THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND CPANEL HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE, SERVICES AND ANY DATA ACCESSED THEREFROM, OR THE ACCURACY, TIMELINESS, COMPLETENESS, OR ADEQUACY OF THE SOFTWARE, SERVICES AND ANY DATA ACCESSED THEREFROM, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CPANEL DOES NOT WARRANT THAT THE SOFTWARE AND SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. IF THE SOFTWARE, SERVICES OR ANY DATA ACCESSED THEREFROM IS DEFECTIVE, YOU MUST ASSUME THE SOLE RESPONSIBILITY FOR THE ENTIRE COST OF ALL REPAIR OR INJURY OF ANY KIND, EVEN IF CPANEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DEFECTS OR DAMAGES. SOME JURISDICTIONS DO NOT ALLOW RESTRICTIONS ON IMPLIED WARRANTIES SO SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CPANEL WILL NOT BE LIABLE FOR ANY LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, BUSINESS INTERRUPTION, OR FOR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING, WITHOUT LIMITATION, UNDER ANY CONTRACT, NEGLIGENCE OR OTHER TORT THEORY OF LIABILITY) EVEN IF CPANEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR AMOUNTS OWED BY YOU TO CPANEL UNDER ARTICLE 4, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CPANEL'S AGGREGATE LIABILITY FOR DIRECT DAMAGES, UNDER THIS AGREEMENT (CUMULATIVELY) SHALL BE LIMITED TO THE TOTAL FEES COLLECTED BY CPANEL UNDER THIS AGREEMENT.

15. Termination

Either party may give notice during the Term of its intent to terminate this Agreement for convenience. Such termination of this Agreement shall be effective upon the expiration of all licenses maintained by you in effect at the time notice of termination for convenience is given. In the event that either party gives notice of its intent to terminate for convenience, you shall as of the date of the notice lose the right to purchase or renew any licenses.

Additionally, either party may terminate this Agreement in the event that the other party breaches this Agreement. In the event of a breach that is incapable of cure, the non-breaching party may terminate this

Agreement immediately by giving written notice of termination to the breaching party. In the event of a breach that is capable of cure, the non-breaching party may terminate this Agreement by giving written notice of termination if the breaching party fails to cure its breach, to the satisfaction of the non-breaching party, within thirty (30) days of receiving written notice of the breach.

Notwithstanding anything to the contrary in this Agreement, upon the occurrence of an Event of Default, cPanel may in its sole discretion elect to immediately with or without notice (i) terminate this Agreement; (ii) terminate any licenses associated with your account; or (iii) suspend your account. Each of the following events constitute an Event of Default:

1. your breach of any material representation, warranty or the terms and conditions of this Agreement or any other agreement between you and cPanel, including without limitation: cPanel's Trademark Usage Policy, the EULAs, the Tech Agreement or any trademark license agreement between the parties (if applicable);
2. you engage in any conduct disparaging to cPanel, including any conduct inconsistent with cPanel's rights, title and interest in and to cPanel's intellectual property rights;
3. you fail to make any timely payments owed to cPanel; or
4. you install a VPS License granted by cPanel for a virtual server on another type of server, including, without limitation, dedicated servers.

16. Amendment or Modification

cPanel may amend portions of this Agreement, including, but not limited to license pricing, at any time by sending written or electronic notice of such amendment to the e-mail address you provided to your cPanel Store account; provided, however, that you may terminate this Agreement for convenience in the event that you do not agree to any material change to the terms and conditions of this Agreement. You shall be obligated and responsible for checking for any additional or updated information posted on cPanel's website at <http://www.cpanel.net> relating to this Agreement, including, without limitation, those matters referred to in this Agreement, which for purposes of this Agreement shall be considered and deemed due notice thereof to you. YOU SHALL BE RESPONSIBLE FOR REVIEWING ALL COMMUNICATIONS FROM cPANEL TO OBTAIN TIMELY NOTICE OF SUCH AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE OR PURCHASE cPANEL PRODUCTS AFTER INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.

17. Notices

Any notice required or permitted to be given under this Agreement shall be deemed properly given (i) by cPanel if e-mailed to the Administrative/Billing or Emergency Contact e-mail address provided by you; and (ii) by you if submitted via cPanel's ticketing system or mailed by certified U.S. mail, postage prepaid with return receipt requested, at the addresses set forth below:

cPanel, L.L.C.
ATTN: Legal Department
1100 West 23rd Street, Suite 153
Houston TX 77008

18. Independent Contractors

Nothing in this Agreement shall be construed to create an agency relationship between you and cPanel, and you hereby agree that you shall not represent or otherwise convey to any third party that you are an agent, legal representative or employee of cPanel. Neither you nor your directors, officers, agents or employees (if any), shall be, or be considered, an employee, legal representative or agent of cPanel for any purpose whatsoever. You are not granted, and shall not exercise, any right or authority to assume or create any obligation or responsibility on behalf of or in the name of cPanel, including without limitation, contractual obligations and obligations based on warranties or guarantees.

19. Time-Limited Claims

Regardless of any Applicable Law to the contrary, you agree that any claim or cause of action arising out of or related to the Software or this Agreement, must be filed within one year after such claim or cause of action arose or be forever barred.

20. Choice of Law

This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas without regard to the conflicts of laws principles thereof. Any dispute or claim arising out of or in connection with the Agreement shall be finally settled and exclusively by the state or federal courts sitting in Harris County, Texas. For purposes of this Agreement, the parties hereby irrevocably consent to exclusive personal jurisdiction and venue in the federal and state courts in Harris County, Texas.

21. Waiver

Any of the provisions of this Agreement may be waived by the party entitled to the benefit thereof. No party will be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party, and then only to the extent specifically set forth in such writing. A waiver with reference to one event will not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

22. Force Majeure

No party will be liable for any failure or delay in performance of any of its obligations hereunder if such delay is due to acts of God, fires, flood, storm, explosions, earthquakes, general Internet outages, acts of war or terrorism, riots, insurrection or intervention of any government or authority; provided, however, that any such delay or failure will be remedied by such party as soon as reasonably possible. Upon the occurrence of a force majeure event, the party unable to perform will, if and as soon as possible, provide written notice to the other parties indicating that a force majeure event occurred and detailing how such force majeure event impacts the performance of its obligations.

23. Entire Agreement

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and thereof and will supersede all prior agreements and communications of the parties, oral or written. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. You agree that any written or oral communication, or any other document incidental hereto, which is inconsistent with, conflicts with, or deletes or adds to this Agreement, shall be of no force or effect, and this Agreement shall apply and control in all cases.

24. Construction

Section headings are for convenience of reference only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this Agreement.

25. Counterparts

This Agreement may be executed in several counterparts or with counterpart signature pages, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement.

26. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not effect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Version: 05-18-2026