



Website Maintenance Agreement

1. AUTHORIZATION

With your payment, you are engaging Brandit360; also known as "Consultant", as a Website Maintenance Contractor for the specific project of updating website content on the Clients existing website.

These updates include, but are not limited to text changes, picture and graphics changes, adding necessary scripts, plugins or website applications. Client agrees to allow access to the client's web site, store, server, file directory, or any other directories or programs or sites which need to be accessed for maintenance and control including if needed domain management.

2. SCOPE OF MAINTENANCE PLANS

What is included in the Basic Plan for \$125.00 month

1. Website Backup – Monthly database backup will be conducted, and each month your entire website will be backed up and saved remotely. Updated versions of Wordpress will be updated as necessary. Your website will be monitored for unauthorized changes, spam comments and scanned daily for malware or security issues.

2. Security - Your website will be scanned daily for malware or security issues.

What's included in the Content Plan for \$225.00 month

1. Picture Updates – adding, editing and sizing of up to 10 pictures (monthly) to the existing website.

2. Text Updates – adding, editing and/or removing any text or copy on the existing site such as contact information, product or service description. Limited to 800 words per month.

3. Website Backup – Monthly database backup will be conducted, and each month your entire website will be backed up and saved remotely. Updated versions of Wordpress will be updated as necessary.

4. Security - Your website will be monitored for unauthorized changes, spam comments and scanned daily for malware or security issues.

What is included in the Retainer of Service: \$500 monthly 3 Hours per month of any combination of the following:

1. Picture Updates –adding, editing and sizing of any pictures adding to the existing website which does not fall under the scope of the layout or actual design of existing website.

2. Text Updates –adding, editing and/or removing any text or copy on the existing site including any articles, reports, contact information and product or service description.

3. Script or Plugin Installation – adding, editing, removing and installing any scripts, plugins, programs or software to the existing website can be done under the scope of this plan provided it does not change the overall design or look of the site more than 25%. If this will change the existing website more than 25% then it would fall under the scope of a New or Redesign Contract and require a separate quotation.

4. Telephone Consultation - priority access to us by phone and email for questions, research of possible solutions, strategy and training.

PLUS (not counted as part of the 3 hours per month)

5. Website Backup – Monthly database backup will be conducted, and each month your entire website will be backed up and saved remotely. Updated versions of Wordpress will be updated as necessary.

6. Security - Your website will be monitored for unauthorized changes, spam comments and scanned daily for malware or security issues.

The Retainer of Service provides for 3 hours of "reasonable" updates to your content when you need them.

In order to make the Retainer of Service available to our customers, we have made some assumptions regarding "reasonable use". We will make every attempt to accommodate all of your website revisions requests, however we reserve the right to limit the amount of requests at any time based on the volume and complexity of your requests.

The Maintenance Plans **do not** include the following;

1. Re-design of site –the scope of this plan is limited to maintenance and or site backup and does not allow for complete or partial redesign of existing site.

2. Website Marketing –the scope of this plan does not include making any changes to existing Meta-tags, Alt-tags, Titles, Keywords or Page Descriptions. These tasks fall under the scope of Search Engine Optimization and require a different contract.

3. Breach of security, hacking or malicious code removal.

3. MAINTENANCE TERMS

For all maintenance plans or options, the terms of this agreement are month to month, automatically renewable unless cancelled by the client.

Client will be billed for plan chosen regardless of actual hours used. Unused hours do not roll over into the next month, or cannot be pulled from future months. No refunds are issued for unused time.

Any additional hours over the plan hours included will be billed at \$125.00 per hour.

Brandit360 reserves the right to terminate this agreement at any time for any reason without any prior knowledge and will do so in writing by electronic mail and/or postal letter to the client.

This agreement includes ensuring of the health of website, database, and other software or programs installed on client's website. If the client or any third party other than developer or approved subcontractors attempts to access or accesses the server, or website and makes changes to the website, database, server or software or scripts on client website; time to repair and/or restore the website, databases or any other script on the clients website will be billed at the current hourly rate and is not included in the maintenance plan.

The Monthly Maintenance Agreement commences 48 hours following the receipt of the first payment and renews monthly.

4. PAYMENT OF FEES

An attempt to process a payment will occur on or about the anniversary date of the initial payment. If the payment attempt is not successful, this agreement will be considered voided, and the Consultant will not be liable for performing services under the agreement.

5. ASSIGNMENT OF PROJECT

Brandit360 reserves the right to consult with or assign contractors and/or subcontractors to any project to insure the right fit for the job, on time completion or any other reason deemed necessary by developer. Developer agrees to only use professional assistance when needed.

6. LEGAL TERMS

Brandit360 does not warrant that the functions contained in these web pages or the Internet website, shopping cart, merchant accounts, databases or any other component, software or hardware or service will meet the client's requirements or that the operation of the web pages and website or any other component or service will be uninterrupted or error-free.

The entire risk as to the quality and performance of the web pages and website or any other component or service is with client. In no event will Consultant be liable to the client and/or clients customers or vendors or any affiliates or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website or services, even if developer has been advised of the possibility of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

7. WARRANTIES AND LIABILITY

Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server or Brandit360. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy. Client hereby agrees to indemnify and hold harmless Brandit360 from any claim resulting from the Client's publication of material or use of those materials. It is also understood that the "Consultant" will not publish information over the Internet which may be used by another party to harm another. Brandit360 does not warrant the functions of the site will meet Client's expectations of site traffic or resulting business or that the operation of the web pages will be uninterrupted and / or error-free. Brandit360 is not to be held responsible for occasional downtime of email or web site due to line interruptions and/or other instances beyond Brandit360 control.

8 Laws Affecting E-Commerce

The Client agrees that the Client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Consultant and it's subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's use of Internet electronic commerce.

9. Indemnification

Client agrees that it shall defend, indemnify, save and hold Brandit360 harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with Brandit360's activities in maintaining the Client's web site.

This includes Liabilities asserted against Brandit360, its subcontractors, its agents, its clients, 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 the Client, its agents, employee or assigns. Client also agrees to defend, indemnify and hold harmless Brandit360 against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site.

This also includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.



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