



Website Maintenance Agreement

[Plan Type]

To:

[Business Name] - optional

[Firstname] [Lastname]

[Street Address]

[2nd Address Line] – optional

[City], [Province/State]

[Country] [Postal/Zip Code]

[Email]

From:

Shawn DeWolfe Consulting

Shawn DeWolfe

8011 East Saanich Road

Saanichton, BC

Canada V8M 1K1

shawn@shawndewolfe.com

Service Contract for [Client Website URL]

This contract (“the Agreement”) is by and between [Firstname] [Lastname], hereafter “the Client” and Shawn DeWolfe Consulting, hereafter “the Contractor”. Collectively, the Client and the Contractor shall be known as “the Parties”.

Services

Contractor agrees to provide services as described in Attachment A (the “Services”) and Client agrees to pay Contractor as described in Attachment A.

Signatures

In witness whereof, the Parties have executed this Agreement, inclusive of Attachment A and Attachment B, as of the later of the two dates below (the “Effective Date”).

Client

Name: [Firstname] [Lastname]

Date: [Today]

Contractor

Name: Shawn DeWolfe

Date: [Today]

Attachment A: Services

Billing Info

Plan Start Date

[Today]

Plan Renewal Date

[Today + 1 month] or [Today + 1 year]

Billing Frequency

[Billing Frequency]

Plan

[Plan Type]

1 x \$[Plan Cost] CAD flat fee*

Collection

Automatic

**Does not include coupons, discounts or taxes*

At the end of Client's subscription period, Client's Plan will automatically renew for a subscription period equal to the prior subscription period unless the Client opts out prior to the renewal date, via the instructions provided at the bottom of Client's receipt. Client may also request Plan cancellation by emailing clientcare@shawndewolfe.com at least fifteen (15) days prior to the end of the then-current subscription period.

Maintenance Services

Contractor agrees to provide Client with Services as described in this Agreement. Services include:

[FOX PLAN]

- Monthly core, theme and plugin checks & updates*
- Offsite backups for 1 week
- Free SSL implementation
- Unmetered mitigation of DDoS attacks
- Inclusion in an industry leading CDN
- Uptime monitoring
- Domain name renewal date tracking
- Monthly care report PDF

**Though these will be monitored monthly, updates only occur when necessary and only when the update is determined to be a stable version. All updates will be detailed in the Client's monthly care report.]*

OR

[COYOTE PLAN]

- Weekly core, theme and plugin checks*; Visual Validator plugin updates

- Off-site backups for 90 days
- Free SSL implementation
- Unmetered mitigation of DDoS attacks
- Inclusion in an industry leading CDN
- Uptime monitoring
- Domain name renewal date tracking
- All-in-one support dashboard
- Security monitoring & malware cleanup

*Though these will be monitored weekly, updates only occur when necessary and only when the update is determined to be a stable version. All updates will be detailed on the client's support dashboard.]

OR

[WOLF PLAN

- Daily core, theme and plugin checks*; Visual Validator plugin updates
- Off-site backups for 90 days
- Free SSL implementation
- Unmetered mitigation of DDoS attacks
- Inclusion in an industry leading CDN
- Uptime monitoring
- Domain name renewal date tracking
- All-in-one support dashboard
- Security monitoring & malware cleanup
- Free premium plugins (opt-in)
- Google Analytics setup
- Weekly page speed monitoring & optimization report
- Unlimited small (30-minute) tasks, 24 hours a day, 7 days a week
- Up to 3 hours per month of advanced tasks

*Though these will be monitored daily, updates only occur when necessary and only when the update is determined to be a stable version. All updates will be detailed on the client's support dashboard.]

Additional Services

Any service the Client requests the Contractor to perform that is not specified in this document shall be considered "additional" and will require separate agreement and payment. The Contractor shall advise the Client on any requested work that falls within these bounds. Such services will be billed at the standard rate of \$80/hour.

[FOX PLAN]

Services outside the scope of this Agreement include, but are not limited to:

- the fulfillment of maintenance support requests which are not due to errors or omissions on the part of the Contractor
- website development or enhancement (creation and/or modification of website functionality)
- website speed & database optimization
- SEO analytics reporting and optimization
- security and malware scans
- ecommerce support
- website content editing
- graphic design]

OR

[COYOTE PLAN]

Services outside the scope of this Agreement include, but are not limited to:

- the fulfillment of maintenance support requests which are not due to errors or omissions on the part of the Contractor
- website development or enhancement (creation and/or modification of website functionality)
- website speed & database optimization
- SEO optimization
- ecommerce support
- website content editing
- graphic design]

OR

[WOLF PLAN]

Services outside the scope of this Agreement include, but are not limited to, any of the following (over and above the 3 hrs/month maintenance and development time allotted to the Client by this Agreement, which may be used for any service including the following):

- significant or advanced website development/enhancements (i.e. more than 30 minutes to complete)
- website speed & database optimization
- SEO optimization
- ecommerce support
- website content editing

- graphic design]

The Services specified within this Agreement are exclusive to [Client Website URL]. Services for additional websites will require separate agreement and payment.

Client Authorization

In order that the Contractor may fulfill the Services as listed above, the Client hereby authorizes the Contractor to access their web hosting account, providing active user name / password combinations for access to the server via FTP, and assuring that 'write permissions' are in place on said hosting provider.

Attachment B: Terms and Conditions

Acceptances

The undersigned representative of the Client has the authority to enter into this Agreement on behalf of the Client. Client agrees to cooperate and to provide the Contractor with everything needed to complete the Services as, when, and in the format requested by the Contractor.

Contractor has the experience and ability to perform all services Contractor agrees to perform for the Client, and will do so in a professional and timely manner. Contractor will endeavor to meet every deadline set within the scope of this Agreement and to meet the expectation for Services to the best of its abilities.

Warranty

Contractor warrants that the Services shall be performed by qualified persons and using competent professional knowledge and judgment and shall conform to Good Industry Practices and the requirements of this Agreement. If any portion of the Services fails to comply with this Services Warranty and Client promptly notifies Contractor of such non-conformance along with evidence which reasonably demonstrates Contractor's culpability, Contractor shall promptly re-perform the non-conforming Services without additional compensation from Client.

Confidentiality and Non-Disclosure

Each Party shall maintain, in the strictest confidence, all Confidential information (as defined in the next sentence) of the other Party. "Confidential Information" means all (i) nonpublic information (at the time of disclosure) disclosed by one Party to the other under this Agreement, provided such information is marked or indicated by the disclosing Party to be confidential; (ii) and any information which ought to be reasonably considered confidential with regard to the circumstances surrounding disclosure, whether or not such information is marked "Confidential".

In the event a Party is required to disclose Confidential Information pursuant to a judicial or other government order, such Party shall, to the maximum extent permitted by law or the opinion of counsel, provide the other Party with prompt notice prior to any disclosure so the Party or its client may seek other legal remedies to maintain the confidentiality of such Confidential Information.

Each Party receiving Confidential Information shall be responsible for any breach of this provision that is caused by any of its employees, affiliates, representatives or agents and such Party agrees to indemnify and hold harmless the other Party for and against any liabilities, claims, damages, losses, costs and expenses resulting, directly or indirectly, from any breach by a Party, or any of its employees or independent contractors, of any provision of the Agreement.

Ownership and Licenses

Contractor agrees that the deliverables and materials developed pursuant to this Agreement (including, without limitation, all presentations, writings, ideas, concepts, designs, text, plans, and other materials that Contractor conceives and develops pursuant to this Agreement, including all materials incorporated therein whether such materials were conceived or created by Contractor individually or jointly, on or off the premises of Client, or during or after working time) shall be treated as if the development of such deliverable constitutes a "work for hire" and shall be owned by Client upon payment of all fees due to Contractor pursuant to this Agreement.

In the event that any such material is considered not to be a "work made for hire," Contractor hereby assigns all ownership (whether represented or not by a registered patent, copyright, trade secret) and other proprietary or rights, title and interest in such deliverables and materials to Client, and agrees to execute such documents as Client may reasonably request, in order to assist Client in obtaining and protecting such rights.

Contractor agrees that Contractor has no interest in any materials that Contractor submits to Client, including, without limitation, any security interest therein, and hereby releases to Client any interest therein (if any) which may be created by operation of law. Except as otherwise agreed to in writing and as necessary in the performance of this Agreement, Contractor shall have no rights to license, sell or use the deliverables or materials developed under this Agreement, or any portion thereof.

Right to Authorship Credit

Both Parties agree that when asked, Client must properly identify Contractor as the creator of the deliverables. Client does not have a proactive duty to display Contractor's name together with the deliverables, but Client may not seek to mislead others that the deliverables were created by anyone other than Contractor.

Client hereby agrees Contractor may use the work product as part of Contractor's portfolio and websites, galleries and other media solely for the purpose of showcasing Contractor's work but not for any other purpose. Client further agrees to allow Contractor to establish and maintain at least one hyperlink which permits a user to go from Client's website to Contractor's site.

Contractor will not publish any confidential or non-public work without Client's prior written consent.

Non-Solicit

Both Parties agree that for the duration of this Agreement, and for one year thereafter, neither Party will encourage nor solicit any employee, vendor, client or contractor of the other Party to leave said Party for any reason.

Relationship of Parties

Nothing in this agreement shall be construed to create a partnership, joint or co-venture, agency or employment relationship between the Contractor and the Client. Both Parties agree that the Contractor is, and at all times during this Agreement shall remain, an independent contractor.

Payment Terms

Payments for each invoice delivered by Contractor to Client are due upon receipt. In case of overdue payments, Contractor reserves the right to stop work until payment is received.

Late Payment

In the event an invoice is not paid on time, to the maximum extent allowable by law, Contractor will charge a late payment fee of 10% per month on any overdue and unpaid balance not in dispute.

Expense Reimbursement

Client shall reimburse all expenses that are reasonable and that have been authorized by Client in advance; payable upon receipt of itemized invoice.

Term & Termination

Either Party may terminate this Agreement at any time, with or without cause, upon fifteen (15) days written notice, either electronically or in writing sent to the address of record.

Either Party also may at any time terminate the Agreement immediately if: (i) the other Party commits a breach of this Agreement, and (ii) such Party does not cure a breach within 5 days of written notice from the non-breaching Party of such breach.

If this Agreement is terminated early by Client without cause, a pro-rata refund will be given for any unused period of the advance payment, provided said payment is up to date. If payment is not up to date, Client agrees to pay Contractor any and all sums which are due and payable for services provided as of the date of termination.

The Client further agrees to pay Contractor any and all sums which are due and payable for expenses already incurred by the Contractor pursuant to the Services provided under this Agreement, including those from documented non-cancelable commitments. Contractor agrees to use the best efforts to minimize such costs and expenses.

Changes

Any material changes to the Services, including work to be performed and related fees must be approved by the prior written consent of both Parties.

Indemnification and Limitation of Liability

Contractor agrees to indemnify, defend and hold harmless Client from any and all claims, actions, damages, and liabilities (excluding, without limitation, attorneys' fees, costs and expenses) arising (i) through Contractor's gross negligence; (ii) out of any claim that the materials or deliverables, or any portion thereof, in fact infringes upon or violate any proprietary rights of any third Party, including but not limited to patent, copyright and trade secret rights; or (iii) from a breach or alleged breach of any of Contractor's representations, warranties or agreements herein.

Client agrees to indemnify, defend and hold harmless Contractor from any and all claims, actions, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising in any manner caused by Client's (i) gross negligence; (ii) out of any claim that Client provided content, or any portion thereof in fact infringes upon or violate any proprietary rights of any third Party, including but not limited to patent, copyright and trade secret rights; or (iii) from a breach or alleged breach of any of Client's representations, warranties or agreements herein.

TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, CONTRACTOR SHALL NOT BE LIABLE TO THE CLIENT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOST PROFIT, LOSS OF BUSINESS OR THE LIKE) ARISING OUT OF OR RELATING TO THIS ATTACHMENT B OR THIS AGREEMENT, CONTRACTOR'S PERFORMANCE HEREUNDER OR DISRUPTION OF ANY OF THE FOREGOING, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER SOUNDING IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, CONTRACTOR'S AGGREGATE LIABILITY UNDER THIS ATTACHMENT B AND THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AGGREGATE COMPENSATION PAID BY CLIENT TO THE CONTRACTOR UNDER THIS AGREEMENT.

Governing Law and Dispute Resolution

This Agreement and any dispute arising hereunder shall be governed by the laws of the jurisdiction of Contractor's primary business location (the "Contractor's Jurisdiction"), without regard to the conflicts of law provisions thereof. For all purposes of this Agreement, the Parties consent to exclusive jurisdiction and venue in the courts located in the Contractor's Jurisdiction. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

Force Majeure

No failure or omission by a Party in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if such failure or omission shall arise from any cause or causes beyond the reasonable control of such Party which cannot be overcome through that Party's reasonable diligence, e.g., strikes, riots, war, acts of terrorism, acts of God, severe illness, invasion, fire, explosion, floods and acts of government or governmental agencies or instrumentalities.

Notices

Any notices to either Party made pursuant to this Agreement shall be made and sent (i) via Canada Post or a nationally recognized carrier to the other Party's address on file; (ii) or via e-mail to the other Party's designated representative. Each Party shall have an independent obligation to provide and update, as necessary, the mail and e-mail address on file for such notices. Notices sent by e-mail shall be deemed effective once sent if no error or "bounce back" has been received within twenty-four (24) hours of submission.

Miscellaneous

The section and subsection headings used in this Agreement are for convenience only and will not be used in interpreting this Agreement. Both Parties have had the opportunity to review this Agreement and neither Party will be deemed the drafter of this Agreement for the purposes of interpreting any ambiguity in this Agreement. The Parties agree that this Agreement may be signed by manual or facsimile signatures and in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. In the event that any provision of this Agreement will be determined to be illegal or unenforceable, that provision will be first revised to give the maximum permissible effect to its original intent or, if such revision is not permitted, that specific provision will be eliminated so that this Agreement will otherwise remain in full force and effect and enforceable.

Entire Contract

This Agreement, along with this Attachment B, and any exhibits, schedules or attachments, between the Parties supersedes any previous arrangements, oral or written, and may not be modified in any respect except by a future written agreement signed by both Parties.