

Terms of Agreement: Maintenance Plans

Definitions.

This Maintenance Agreement ("Agreement") is hereby entered into between you ("Client") and The Webscaper, LLC ("Consultant"). Client is defined by the named person entering into this Agreement as well as any employees, volunteer assistants, or other authorized agents of the named company or organization associated with the named person on this Agreement. Consultant is defined as any employee or authorized agent of The Webscaper, LLC, or any of the affiliated companies of The Webscaper, LLC, a Pennsylvania-based limited liability company located at 2933 Coventryville Road, Pottstown, PA, 19465 in Chester County.

This Agreement expressly covers the services provided under the named **Essentials Maintenance Plan** and **Maintenance and Security Pro Plan** ("Plan"), which provides website maintenance and security for the website(s) named on this Agreement. Except where explicitly noted, all terms in this Agreement apply to both Plan types.

By accepting this Agreement electronically or in writing, the Client agrees to be bound by the following terms and conditions. The Client also agrees that accepting this Agreement electronically has the same binding effect as a written agreement with signature.

Consultant provides advertised maintenance, security, development, troubleshooting, and consultation services subject to the following Agreement, which may be amended from time to time. Client will be notified of any updates to this Agreement with at least thirty (30) days prior notice.

Maintenance Services

Consultant agrees to provide Client with services as described in this Agreement as follows:

- Perform all website software updates (software, theme, plugin) on a scheduled basis.
- Create full backups of Client's covered website(s); full backups include all files and databases. Backups are performed WEEKLY on the Essentials Maintenance Plan, and DAILY on the Maintenance and Security Pro plan. Backups shall be stored offsite on Consultant's cloud servers.
- Provide 24x7 monitoring of website uptime using automated scanning and logging services and debug/troubleshoot if downtime is detected.
- Provide 24x7 basic security monitoring to include, but not limited to: detect intrusion attempts, DDoS attacks, file modifications, and database modifications and client-side malware and virus scanning (Essentials Maintenance Plan only)
- Provide 24x7 extended security monitoring to include all basic security monitoring, plus real-time server-side virus and malware scanning and logging services. (Maintenance and Security Pro Plan only)
- Provide ongoing automatic performance monitoring using third-party software and tools. (Maintenance and Security Pro plan only)
- Firewall installation, configuration, and management (Maintenance and Security Pro plan only)
- Debugging & Troubleshooting: Provide up to **two hours per month** of debugging and troubleshooting for Essentials Maintenance Plan websites, and **unlimited** debugging and troubleshooting on the Maintenance and Security Pro plan. Troubleshooting and debugging is defined as: Identify and fix any issue that impacts proper usage of Client's website(s), including but not limited to: site outage, malware/virus infection, site errors, plugin errors, display errors, etc.
- Third-party vendor management: Consultant will manage Client's website-related third-party vendor accounts including, but not limited to: website hosting, domain registration, email provider services, premium software/plugin accounts, email marketing providers, etc., for the purpose of ensuring proper configuration, renewal dates are met, server/domain updates and required maintenance are performed, and to be able to provide support to such systems for the Client. (Maintenance and Security Pro plan only)
- Consultation: Client may request consultation for any question or issue related to the Client's online presence; up to 1 hour per month via phone or video conference or unlimited email is included under the Essentials Plan, or unlimited consultation of any method on Maintenance and Security Pro plan.
- Support Requests: Consultant will perform requested work on the Client's website at one (1) hour per month for Essentials Maintenance Plan or two (2) hours per month on Maintenance and Security Pro Plan. Support requests are additional requests outside of the scope of the maintenance plan, including but not limited to: website content changes, image creation or posting, forms creation, adding or configuring new functionality on the website, adding plugins, adding or editing navigation menus, pages, or sections, etc. **Monthly support time does not accumulate or roll over from month to month.**
- Site Reviews: Quarterly site reviews will be performed for Maintenance and Security Pro plan websites, to include a full front-end and back-end analysis of performance, content, design, navigation, error logs, software, hardware, server configuration, plugin integrity and more.

Additional Services.

Additional services not listed herein will be provided at additional hourly cost.

Fees.

Customer agrees to pay Consultant any and all fees as billed in accordance with this Agreement. Fees must be received before Plan services are put in effect. Failure to pay renewal fees will result in suspension of services until plan fees are brought current. The current fee schedule for maintenance

plans is as follows:

Essentials Maintenance Plan

- Automatic Monthly Renewable: \$79.99/month for one website, \$139.98/year for two websites
- Automatic Annual Renewable: \$899.00/year for one website, \$1573.00/year for two websites

Maintenance and Security Pro Plan

- Automatic Monthly Renewable: \$119.99/month for one website, \$209.98/year for two websites
- Automatic Annual Renewable: \$1,299.00/year for one website, \$2,273.00/year for two websites

Additional discounts offered for three or more websites and are covered under Agreement addendum.

Client Representations and Responsibilities

Client understands and agrees that for the purposes of performing the services outlined in this Agreement, Consultant needs access to certain third-party service accounts, including but not limited to: website hosting accounts, domain registration accounts, email provider accounts, website CMS administration accounts, payment processor accounts, and similar services. Client agrees to provide Consultant with access to these accounts either through creation of unique user accounts for Consultant, or by securely sharing username/login credentials with Consultant. Furthermore, Client understands that Consultant needs **constant and continual** access to these service accounts in order to service and troubleshoot as issues arise, and agrees not to intentionally or unintentionally revoke access to these accounts by changing passwords or removing user accounts without prior notice to Consultant.

Client agrees that Consultant is NOT responsible for delays in troubleshooting or other site errors, outages, or failures that occur as a result of, or while Consultant is unable to access required services due to changed passwords or removed user accounts.

Client agrees that no other Maintenance Provider, Security Provider, Web Designer/Developer, SEO Provider, IT Provider, or other third-party consultant is currently under contract to perform any of the services that are provided by Consultant that could interfere with the services, tools, or procedures put into place under this Agreement by Consultant. If Client wishes to grant website access to another third-party provider for such services, Client agrees to notify Consultant prior to providing access to the third party so that additional backup, security, and maintenance procedures may be put into place.

Client agrees that Consultant is NOT responsible for site outages, errors, or other website failures that occur as a result of work done by service providers other than Consultant.

Client understands and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Consultant for use on website(s), social media, or other public use are unique creations of, or are owned by, the Client, or that the Client has permission or licensing from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Client and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

Client unconditionally guarantees that Client's website has not been compromised, hacked, or otherwise defaced or infected prior to purchasing a maintenance plan, unless previously disclosed in writing to Consultant.

Client understands that governments enact laws affecting electronic commerce and communication, including but not limited to, electronic commerce and taxation, payment collection, internet privacy and data collection, required disclosures, and electronic and email communication. Client understands and agrees that the Client is solely responsible for complying with such laws, requirements, procedures, taxes, and tariffs, and will hold harmless, protect, and defend Consultant and its subcontractors from any claim, suit, penalty, tax, or tariff arising from Client's use or non-compliance of these legal requirements.

Term and Termination.

This Agreement shall be effective immediately upon receipt of the Maintenance Agreement enrollment form and successful payment.

- Monthly-paid subscription plans automatically renew each calendar month, on the day that the Plan was initially purchased.
- Annual-paid subscription plans automatically renew each year, on the calendar day and month that the Plan was initially purchased.

This agreement may be terminated by either party upon written notice to the other, if the other party breaches any material obligation provided hereunder and the breaching party fails to remedy the breach within thirty (30) days of receipt of the notice. This Agreement may be terminated by Consultant if (a) Client fails to pay any fees hereunder or (b) if Client fails to cooperate, or hinders the ability for Consultant to perform the activities agreed upon in this Agreement, including but not limited to revoking access through password change or other means to the Client's website administration portal or third-party services such as hosting, domain registrar, etc.

Cancellation.

Client may request cancellation of Plan at any time per the following schedule based upon term type:

Monthly paid subscription plans: Customer may request Plan cancellation at any time with thirty (30) days' notice. Upon receipt of written request to cancel, the next scheduled monthly renewal will be processed and paid. Plan will terminate 30 days after final renewal payment is made.

Annually paid subscription plans: Plans may be canceled by written request at any time prior to thirty (30) days before plan renewal. Upon written request of cancellation, Client may opt to continue to receive service for the duration of the plan term, or have all services terminate upon notice. Refunds will only be given if cancellation is requested within the first fourteen (14) days of annual plan term. No refunds will be given for unused months for plans cancelled after the first fourteen (14) days of plan term. If request to cancel is received within the final thirty (30) days of plan renewal, a fee equivalent to one (1) month's monthly-paid subscription fee will be due, and the Plan will terminate thirty (30) days after fee is paid.

Indemnification and Liability.

Client shall indemnify and hold harmless Consultant (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by Consultant as a result of any claim, judgment, or adjudication against Consultant related to or arising from (a) any photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, or material (whether written, graphic, sound, or otherwise) provided by Client to Consultant for publication on Client's website(s), or (b) a claim that Consultant's use of the content provided by Client for publication infringes the intellectual property rights of a third party. To qualify for such defense and payment, Consultant must: (i) give Client prompt written notice of a claim; and (ii) allow Client to control, and fully cooperate with Client in, the defense and all related negotiations.

Disclaimer of All Other Warranties.

Consultant does not warrant that the maintenance services will meet the Client's expectations or requirements. The entire risk as to the quality and performance is with Client. Except as otherwise specified in this agreement, Consultant provides its services "as is" and without warranty of any kind. The parties agree that (a) the limited warranties set forth in this section are the sole and exclusive warranties provided by each party, and (b) each party disclaims all other warranties, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose, relating to this agreement, performance or inability to perform under this agreement, the content, and each party's computing and distribution system. 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.

Limited Liability.

In no event shall Consultant be liable to Client for any indirect, special, exemplary or consequential damages, including any implied warranty of merchantability or fitness for a particular purpose or implied warranties arising from course of dealing or course of performance, lost profits, whether or not foreseeable or alleged to be based on breach of warranty, contract, negligence or strict liability, arising under this agreement, loss of data, or any performance under this agreement, even if such party has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy provided herein. There shall be no refunds. Consultant makes no warranty of any kind, whether express or implied, with regard to any third party products, third party content or any software, equipment, or hardware obtained from third parties.

Force Majeure.

Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event.

Relationship of Parties

Consultant, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. Customer does not undertake by this Agreement, or otherwise, to perform any obligation of Consultant, whether by regulation or contract. In no way is Consultant to be construed as the agent or to be acting as the agent of Client in any respect, any other provisions of this Agreement notwithstanding.

Jurisdiction/Disputes

The Client and Consultant agree to make a good-faith effort to resolve any disagreement arising out of, or in connection with, this Agreement through negotiation. Should the Parties fail to resolve any such disagreement within thirty (30) days, any controversy or claim arising out of or relating to this Agreement, including, without limitation, the interpretation or breach thereof, shall be submitted by either party to arbitration in Chester County, Pennsylvania.

Assignability

Client may not assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of Consultant. Consultant reserves the right to assign subcontractors as needed to this project to ensure on-time completion.

Waiver

No waiver by either Party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

Severability

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

Read and Understood

Client agrees that by purchasing a Maintenance Plan they are acknowledging that they have read and understand this Agreement and agree to be bound by its terms and conditions.