

Website Maintenance Agreement

This Website Maintenance Agreement (the "Agreement") is entered into____, 2012 by and between_____ (Consultant) and_____ ("The Client").

RECITALS

WHEREAS, The Client is in need of assistance in maintaining _____(number) of existing websites:

http:_____ and http:_____

and **WHEREAS**, Consultant has agreed to perform work for The Client in providing website maintenance services as described below;

NOW, THEREFORE, the parties hereby agree as follows:

A. CONSIDERATION

For website maintenance services under this Agreement, Customer shall compensate Developers, in cash, _____ in advance upon signing of this agreement.

B. AUTHORIZATION

Client is engaged for the specific project of developing and/or improving an existing World Wide Web Site. The Client will maintain a separate contract with an ISP or Web Hosting provider, which is currently _____. The Client hereby authorizes Consultant to access this account, and authorizes the Internet Service Provider to provide Company with "write permission" for the Customer's web page directory, CGI-bin directory, and any other directories or programs, which need to be accessed for this project.

C. SERVICES

1. Maintenance and Changes

Client will provide updates to the web site for a period of 1 year. If the Client or an agent other than the consultant attempts to update the web pages, time to repair web pages will be assessed at the hourly rate of ____ Per hour, and is not included as part of the updating time.

2. Scope of Service

❖ Under this Agreement, The consultant will:

- Revise or update content on existing pages based on Client request and specifications.
- Add new content and/or pages of content as provided by Client within the limits of their current hosting plan.
- Update the database associated with the website if any.
- Will backup and maintain a current file library of all assets, graphics, and source code for Client's website.
- Liaise with hardware engineers, hosting customer support, and other affiliate service entities when necessary.

❖ Under this Agreement, The consultant will not:

- Create new or edit existing content. The consultant can provide content editing or writing and graphic design at an additional hourly rate of ____ per hour or at a discounted rate of ____ per hour with a 3-month retainer.
- Create new graphics, content, code, scripts, media, or other additional elements as part of this service.

- Liaise with billing and/or accounting of your hosting and domain service.
- Monitor operating system or Server Status.
- Be responsible for errors and omissions contained in website content.
- Install patches, fixes, updates to operating system or server; install additional software packages to the operating system or server; install patches, fixes or updates to additional software packages.
- Perform SEO (search engine optimization) activities unless specifically requested as part of the revision process.

D. Additional Services

Any redesign of the websites shall be considered "additional" and will require separate Agreement and payment. The consultant shall advise the Client on any requested work that falls within these bounds.

E. Cancellation

You may cancel your website maintenance Agreement with us at any time, by giving us one month's written notice, provided that payment is up-to-date. A pro-rata refund will be given for any unused period of the advance payment.

F. Troubleshooting

In the event of a fault with your web hosting service or server, we will initiate an inquiry into the service disruption within 24 working hours of the fault or support issue being reported or observed. In the event of a hardware or software fault being found, the software or hardware maintainer will be contacted and the consultant will negotiate with them on the Client's behalf. In the event of an operating system fault, the consultant will endeavor to solve the problem as soon as it is possible.

G. Entire Understanding

This contract, together with the links herein, constitutes the sole agreement between the consultant and the Client regarding its Website Maintenance Service. It becomes effective only when signed by both parties.

H. Independent Contractor.

Nothing herein shall be construed to create an employer-employee relationship between The Client and Consultant as the Consultant is an independent contractor and not an employee of The Client's company or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that The Client will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold herself out as an employee of The Client.

I. Confidentiality.

In the course of performing Consulting Services, the parties recognize that Consultant may come in contact with or become familiar with information which The Client or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to The Client, computer systems or client information systems, which information may be of value to a competitor or which may be confidential or privileged. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Company personnel or their designees.

J. Term.

This Agreement shall commence on _____ (date) and shall terminate on _____ (date), unless earlier terminated by either party hereto. Either party may terminate this Agreement upon Thirty (30) days prior written notice.

K. Miscellaneous.

1. Entire Agreement and Amendments.

This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or

understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

2. Binding Effect, Assignment.

This Agreement shall be binding upon and shall inure to the benefit of Consultant and The Client and to The Client's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of The Client.

3. Governing Law, Severability.

This Agreement shall be governed by the laws of the State of _____. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the parties have executed this Agreement as of the date first written above.

The Client

The Consultant

Name:

Name:

Signature-

Signature-

Date:

Date: