

Realize Marketing, LLC

3856 43rd Street
San Diego, CA 92105
619-786-4736
info@realizemarketing.com

WordPress Website Maintenance Agreement

Services Performed By:

Realize Marketing, LLC
3856 43rd Street
San Diego, CA 92105
619-786-4736
info@realizemarketing.com

This Maintenance Agreement is an agreement between (“Client”) and Realize Marketing, LLC (“Contractor”), effective on date of form submission (the “Agreement”). This Maintenance Agreement is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this MAINTENANCE AGREEMENT and the terms of the Agreement, the terms of this MAINTENANCE AGREEMENT shall govern and prevail.

This Maintenance Agreement, effective as of date of form submission, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this Maintenance Agreement, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this Maintenance Agreement and the terms of the Exhibit(s) hereto, the terms of the body of this Maintenance Agreement shall prevail.

Client Responsibilities

For the purposes of providing these services, Client agrees:

- To provide Realize Marketing, LLC with access to its web sites for creating new pages, and making changes for the purpose of providing Maintenance Services.
- To properly convey to Realize Marketing, LLC the information that needs to be changed or added.

Client Acknowledgments

Client understands, acknowledges and agrees that:

- One (1) hour of time for Maintenance Services is allowed per month, billed in thirty (30) minute increments.
- Any work that exceeds one (1) hour will be billed on an hourly basis of \$100 per hour.
- Web page updates exclude, but are not limited to, image editing, graphic design, graphic editing, database design, database changes, programming, and search engine optimization.
- Realize Marketing, LLC has no control over the policies of search engines or directories with respect to the type of sites and/or content that they accept now or in the future. Client's web site(s) may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory entity.
- Additional fees could be charged if the information provided has to be typed and exceeds the one (1) hour of time allotted.
- If changes are made by Realize Marketing, LLC according to Client's information, and the changes are not correct, additional time to remedy the changes fall under the one (1) hour of time allotted.
- Unused time is not accumulative. Unused time does not transfer from month to month. Maintenance Services time is strictly month to month.
- Realize Marketing, LLC is not responsible for rewriting sentences, restructuring paragraphs, or checking for typing errors, misspellings, etc.
- Realize Marketing, LLC is not responsible for changes made to Client's web site(s) by other parties.
- Realize Marketing, LLC is not responsible for third-party plugins and themes that may become unusable as a result of Maintenance Services performed.
- Realize Marketing, LLC will not repair Client's website(s) that became compromised, hacked, or otherwise defaced or infected prior to ordering Maintenance Services.
- Recovery or repair of Client's website is not guaranteed.
- Repair and/or recovery of Client's website due to becoming compromised, hacked, or otherwise defaced or infected will cost \$300.
- Availability of backups is not guaranteed.
- Client's hosting environment must meet specifications for some scripts, themes, plugin, load times and code to function properly. Realize Marketing, LLC is not responsible if Client's hosting environment fails to meet those specifications even in the event that hosting is provided by Realize Marketing, LLC.
- The Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Realize Marketing, LLC for inclusion on the website above are owned by the Client, or that the Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend (Company name) and its subcontractors from any liability or suit arising from the use of such elements.
- Realize Marketing, LLC is not responsible for the Client overwriting work to the Client's site. (e.g., Client/webmaster uploading over work already provided/optimized). The Client will be charged an additional fee for re-constructing content, based on the hourly rate of \$100 per hour.
- Customer represents and warrants to Contractor that Customer is the legal owner of the Site, and has the right to grant Contractor the right to access and write to directories and web pages necessary to perform the Services. Customer represents and warrants that the Site and any materials provided to Contractor shall be free

of any claim of trade secret, trademark, trade name, copyright, or patent infringement or other violations of any intellectual property rights of any person.

- Customer shall defend, indemnify and hold harmless, Contractor, its officers, agents, employees, successors and assigns from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs, including but not limited to reasonable attorney's fees and expenses, arising out of any and all claims arising out of or related to the Services performed or to be performed under this Agreement including, but not limited to, claims that Contractor's access or use of the Site or materials provided by Customer infringes upon any trade secret, trademark, trade name, copyright, patent, or other intellectual property right.
- All fees are non-refundable.
- All fees, services, documents, recommendations, and reports are confidential.

Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

- Updates of WordPress Core, Themes and Plugins.
- Updates to text, images, and other minor changes to Client's website pages.
- Upgrades to Client's content management system, including plugins and themes.
- Recovery of files or emails from backups, if available.

Additional Services

Additional services not listed herein will be provided for a fee of \$100.00 per hour. Realize Marketing, LLC is not responsible for developing new content or writing new copy for Client. Client will be charged an additional fee for writing content, based on the hourly rate of \$100.00 per hour.

Term and Termination

The Services shall commence on date of form submission, and shall continue through term set by client on form and will auto renew unless client notifies contractor.

This Agreement shall be effective as of the time frame Client signs up for Maintenance Services. This Maintenance 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 cure such breach within thirty (30) days of receipt of the notice. This Agreement may be terminated by Realize Marketing, LLC (i) immediately if Client fails to pay any fees hereunder; or (ii) if Client fails to cooperate with Realize Marketing, LLC's or hinders Realize Marketing, LLC's ability to perform the Maintenance Services hereunder.

Fees

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|---|--|
| Basic Maintenance Services Monthly Fee: | \$50 per month/\$500 per year (when paid in full) |
| Premium Maintenance Services Monthly Fee: | \$100 per month/\$1,000 per year (when paid in full) |
| Additional Services Hourly Fee: | \$100 per hour |
| Website Repair Fee: | \$300 per website (for hacked, compromised or defaced sites) |

Out-of-Pocket Expenses / Invoice Procedures

Client will be invoiced monthly for the consulting services and expenses. Standard Contractor invoicing is assumed to be acceptable. Invoices are due upon receipt.

Client will be invoiced all costs associated with out-of-pocket expenses (including, without limitation, costs and expenses associated with software, plugins, themes, hosting plans, meals, lodging, local transportation and any other applicable business expenses) listed on the invoice as a separate line item. Reimbursement for out-of-pocket expenses in connection with performance of this MAINTENANCE AGREEMENT, when authorized and up to the limits set forth in this MAINTENANCE AGREEMENT, shall be in accordance with Client's then-current published policies governing travel and associated business expenses, which information shall be provided by the Client Project Manager. The limit of reimbursable expenses pursuant to this MAINTENANCE AGREEMENT is estimated to be 15% of the fees unless otherwise authorized in writing and agreed to by both parties via the project change control procedure outlined within.

Invoices shall be submitted monthly in arrears, referencing this Client's MAINTENANCE AGREEMENT Number to the email entered on the form. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice. Payments for services invoiced that are not received within 30-days from date of invoice will be subject to a 5% penalty per calendar month.

IN WITNESS WHEREOF, the parties hereto have caused this MAINTENANCE AGREEMENT to be effective as of the day, month and year of form submission.

Agree to terms by checking field on form on <http://realizeinternetmarketing.com/wordpress-website-maintenance/>