



## Website Design, Maintenance, Security, Backups, Monitoring Agreement

THIS AGREEMENT is made on the EXACT DAY whereas the COMPANY has subscribed to the DEVELOPER'S monthly Maintenance/Security/Backups/Monitoring subscriptions (Of the "FREE Website Development" product).

BETWEEN:

The Depeche Code Company, the DEVELOPER

AND

The Subscribing COMPANY (Of the "FREE Website Development" product)

### 1.0 Outline of Agreement & Web Site Leasing

**1.1** This Agreement details the terms and conditions agreed between the Parties for the development, hosting, leasing, security, backups, maintenance and updates of a website, (including technical and design details) hereinafter known as the "Project" for the Client such development has been undertaken by the Developer.

**1.2** As part of this Agreement, the Company agreed to use the Developer's All In One Website Provider services for a minimum initial period of 24 months in consideration of which the Client will pay the Developer the monthly hosting, security, backups and maintenance fee (including 1-2 hours of updates sent over by the Client per month).

**1.3** At the end of the initial lease period the Client can choose to keep the subscription active and continue the service of the monthly hosting, security, backups and maintenance fee (including 1-2 hours of updates sent over by client per month). OR they may choose to move their website to their own monthly hosting, security, backups and maintenance.

### 2.0 Hosting, Security, Backups, Maintenance and Updates Fees

**2.1** The Client agrees to pay the monthly Hosting, Security, Backups, Maintenance and Update Fees every month for two years. At the end of two years, the Client can either move the website to their desired Hosting,

Security, Backups and Maintenance provider OR, continue the Hosting, Security, Backups, Maintenance and Update Fees from the “FREE Website Development” product they initially subscribed to.

**2.2** The Developer will provide Hosting on their dedicated server for the Client’s website property. Included will be a free SSL Certificate to further enhance the Client’s website’s security.

**2.3** The Developer will provide Security for the Client’s website. Security monitoring and software will help prevent from malware and malicious attacks. Not all attacks can be prevented, which is why Client website will be continually backed up every week detailed in clause 2.4 below.

**2.4** The Developer will provide Backups for the Client’s website. The Client’s website will be backed up once per week. In the event a security breach happens, Developer can easily upload from the latest website Backup to fix the security threat.

**2.5** The Developer will provide Maintenance for the Client’s website. Maintenance includes in keeping all website software updated, as well as fixing any bugs/issues that may arise with the website within a reasonable time period of 24 hours or less (on business days).

**2.6** The Developer will provide 1-2 hours of Updates for the Client’s website every month IF requested. In the event the Client would like to update content, change text or add a new feature. This will be completed by the Developer within a reasonable time period of 24 hours or less (on business days). This time period is entirely dependent on the amount of updates and/or features that are requested to be added.

**2.7** The Developer will provide weekly reports to the Client regarding the status of their website. Including the website Security, Backups performed, Maintenance updates, Hosting up-times and even website performance.

Upon the COMPANY subscribing to the “FREE Website Development”, they agree to the terms detailed above. The COMPANY will need to send the DEVELOPER certain credentials after subscribing to make the website live on the domain they previously purchased. DEVELOPER will reach out to the COMPANY to obtain this information after the subscription has been started.

**2.8** If COMPANY fails to pay agreed upon subscription fee on checkout, then DEVELOPER will put up an “Under Maintenance” page on the website property after 30 days of non-payment.

**2.9** If COMPANY wants to cancel before their two year agreement is up, then they agree to pay DEVELOPER the remaining maintenance costs that are left to pay. In turn, DEVELOPER will then assist the COMPANY in migrating the website to their desired hosting.

# DEVELOPMENT CLAUSE

Upon checkout for the “FREE Website Development” product, this agreement is made and entered between Depeche Code of Warren Industries (hereinafter "DEVELOPER") and COMPANY in acceptance of this agreement.

This agreement is to help protect BOTH parties involved in the project. NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COMPANY and DEVELOPER do hereby agree, covenant, and agree as follows:

- DEVELOPER hereby agrees to provide to COMPANY for the maintenance services as described on the “FREE Website Development” product. As well as any additional bonus (or bonuses) if given.
- COMPANY hereby agrees to compensate DEVELOPER for the amount listed on checkout on the Depeche Code website.
- DEVELOPER agrees it is not an employee of COMPANY for any purpose whatsoever.
- DEVELOPER agrees that it shall complete the work services within 7-14 business days. Times will vary depending on the size of the project, materials provided by the COMPANY like additional content, etc.
- COMPANY agrees to work with DEVELOPER regarding any requested revisions/changes to the website and vice versa. DEVELOPER agrees to hold project to a high standard of visual/functional development and to TRY to over deliver on the completed product.
- No waiver of any provision of this Agreement shall be deemed, or shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitutes a continuing waiver.
- All intellectual property created under this agreement remains the sole property of COMPANY.
- This agreement encompasses the entire agreement of the parties and there are no other agreements, oral or written.
- This agreement may not be modified or amended except in writing with the same degree of formality with which this agreement has been executed.