

## WEB SITE MAINTENANCE AGREEMENT

This agreement is entered into as of the <day> day of <month>, <year>

BETWEEN

TOTAL WEBSITE SOLUTIONS INC

(hereafter known as "Webmaster")

with its place of business for the purpose of this agreement at

7315 – 149 Avenue, Edmonton, Alberta, Canada T5C 2V5

– AND –

<YOUR BUSINESS NAME>

(hereafter known as "Client")

with its place of business for the purpose of this agreement at

<Your Business Address>

WHEREAS

The Webmaster and the Client wish to set out the conditions between the parties in order to commence the Webmaster's web site maintenance services to the Client.

NOW THEREFORE, the Webmaster and the Client agree as follows:

### 1. DEFINITIONS

- 1.1. "Webmaster" refers to TOTAL WEBSITE SOLUTIONS INC, its agents and authorized representatives which are also referred to using "we", "us", "our" and "ours".
- 1.2. "Client" refers to <YOUR BUSINESS NAME>, its agents and authorized representatives which are also referred to using "they", "them", "their" and "theirs".
- 1.3. "Content" refers to all text, pictures, sound, graphics, video, links, and other data stored by the Client at the host computers.
- 1.4. "Website" refers to the pages presenting the Content stored by the Client at the host computers.

### 2. AUTHORIZATION

The Client is engaging the Webmaster as an independent contractor for the specific project of maintaining a World Wide website installed on the Client's web space on a web hosting service's computer. The Client hereby authorizes the Webmaster to access this account, and authorizes the web hosting service to provide the Webmaster with "write permission" for the Client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project.

### 3. MAINTENANCE

Webmaster's Web Site Maintenance Services constitute changes to the current website and its existing web pages using the current web site theme.

There are 2 kinds of maintenance:

i) Maintenance due to changing needs

Maintenance due to changing needs may include minor or major changes to the website. Major changes include a new project of additional screens, and additional information/graphics, and redesign that affect the entire site. It may include major rewording of pages and changes to graphics due to changing needs. Major changes that affect the entire website will require a new contract agreement. Minor changes are changes that do not affect the entire website.

This agreement shall cover minor changes such as

- simple maintenance and/or addition of graphics provided by the client to an existing web page (up to 1 hour of work per site only)
- simple navigational changes (up to 1 hour of work per site only)
- simple page design changes (up to 1 hour of work per site only)

ii) Maintenance due to recurring needs

Maintenance due to recurring needs includes publication of news reports, press releases, current events, schedule of events, etc. This agreement shall cover the following:

- text changes (such as news, press release, current events, scheduled events, rewording of text, etc.)
- addition of new pages as links from an existing page
- database backup
- data files backup

The amount of work covered by this agreement is specified in Appendix A of this agreement.

4. CANCELLATION AND REFUND

Cancellation of the project at the request of the Client must be made by certified letter. In the event that work is postponed or canceled at the request of the Client by registered letter, the Webmaster shall have the right to retain the original deposit. In the event this amount is not sufficient to cover the Webmaster for time (charge rate specified in Appendix B) and expense already invested in the project, additional payment will be due. If additional payment is due, this will be billed to the Client within 10 days of notification via registered letter to stop work. If final payment is not made within fourteen (14) days of invoice, simple interest will accrue on the balance owed at a rate of 10% from the date the payment was due. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency.

5. CONTENT OWNERSHIP

Copyright to the finished assembled work of web pages produced by the Webmaster shall be vested with the Client upon final payment for the project. This ownership is to include design, photos, graphics, source code, work-up files, text, and any program(s) specifically designed or purchased on behalf of the Client for completion of this project.

6. NON-DISCLOSURE

The Webmaster, its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any confidential information to any person whatsoever. Likewise, the Client agrees that it will not convey any confidential information obtained about the Webmaster to another party.

7. DESIGN CREDIT

Client agrees that the Webmaster may put a byline on the bottom of all web pages maintained by the Webmaster to establish maintenance credit. Client also agrees that the web site maintained for the Client may be included in the Webmaster's portfolio.

8. ASSIGNMENT OF PROJECT

The Webmaster reserves the right to assign certain subcontractors to this project to insure the right fit for the job, as well as on-time completion. The Webmaster warrants all work completed by independent subcontractors who are secured by the Webmaster for this project. When subcontracting is required, the Webmaster will only use industry-recognized independent professionals.

9. LAWFUL PURPOSE

Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server, the Webmaster, independent subcontractors, or third-party subcontractors. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy. Client hereby agrees to indemnify and hold harmless the Webmaster from any claim resulting from the Client's publication of material or use of those materials. It is also understood that the Webmaster will not publish information over the Internet which may be used by another party to harm another. The Webmaster will also not develop a pornography or warez web site for the Client. The Webmaster reserves the right to determine what is and is not pornography.

10. COPYRIGHTS AND TRADEMARKS

The Client represents to the Webmaster and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Webmaster for inclusion in the Client's web site are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend the Webmaster and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

11. INDEMNIFICATION

Client agrees that it shall defend, indemnify, save and hold the Webmaster harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the Webmaster's development of the Client's web site. This includes liabilities asserted against the Webmaster, its subcontractors, its agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employees or assigns.

Client also agrees to defend, indemnify and hold harmless the Webmaster against liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site. This includes infringing upon on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

12. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable in that Province and will be treated, in all respects, as an Alberta contract.

13. ENTIRE UNDERSTANDING

This contract and the Appendices attached thereto constitute the sole agreement between the Webmaster and the Client regarding this project. It becomes effective only when signed by both parties. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the Client and the Webmaster. Specific details of our agreement will be attached as Appendices A or B.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

TOTAL WEBSITE SOLUTIONS INC

<YOUR BUSINESS NAME>

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Title: Director

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Total Website Solutions Inc Sample

**APPENDIX A**

**Web Site Maintenance Task List**

Total Website Solutions Inc Sample