



Website Maintenance Agreement effective August 25, 2016

1. AUTHORIZATION

With your payment, you are engaging JDot Media; also known as "Consultant", as a Website Maintenance Contractor for the specific project of updating website content on the Clients existing website.

These updates include, but are not limited to text changes, picture and graphics changes, adding necessary scripts or website applications. Client agrees to allow access to the client's web site, store, server, file directory, or any other directories or programs or sites which need to be accessed for maintenance and control including if needed domain management.

2. SCOPE OF MAINTENANCE PLANS

What is included in the Comprehensive Maintenance Plan:

1. Website Backup –each day a database backup will be conducted, and each week your entire website will be backed up and saved remotely.
2. Updated versions of JDot Media installed software and WordPress core software will be updated as necessary.
3. Your website will be monitored for unauthorized changes and scanned for malware. **Please note, because of the nature of malware and virus attacks, malware/virus removal is not included as part of regular maintenance.** Malware removal starts at \$399; please ask for a quote.

What is included in the Content Update Plan:

1. Text Updates –adding, editing and/or removing any text or copy on the existing site including any articles, reports, contact information and product or service description.
2. Picture Updates –adding, editing and sizing of any pictures adding to the existing website which does not fall under the scope of the layout or actual design of existing website.
3. Multimedia Updates – uploading video or audio files to the existing website. Installing players, jukeboxes, etc. falls outside of the scope of the Update plan and would require a New or Redesign Contract.

3. MAINTENANCE TERMS

For all maintenance plans or options, the term of this agreement are month to month, automatically renewable unless cancelled by the customer through PayPal.

Client will be billed for agreed upon hours regardless of actual hours used. Unused hours do not roll over into the next month, or cannot be pulled from future months. No refunds are issued for unused time.

Any additional hours over what is included in the Content Update Plan will be billed at current rate, less 20%.

JDot Media reserves the right to change, modify or terminate this agreement at any time for any reason without any prior knowledge and will do so in writing by electronic mail and/or postal letter to the client.

This agreement includes ensuring of the health of website, database, and other software or programs installed on client's website. If the client or any third party other than developer or approved subcontractors attempts to access or accesses the server, or website and makes changes to the website, database, server or software or scripts on client website; time to repair

and/or restore the website, databases or any other script on the clients website will be billed at the current hourly rate and is not included in the maintenance plan.

The Monthly Maintenance Agreement commences 48 hours following the receipt of the first payment and renews monthly.

4. PAYMENT OF FEES

An attempt to process a payment will occur on or about the anniversary date of the initial payment. If the payment attempt is not successful, this agreement will be considered voided, and the Consultant will not be liable for performing services under the agreement.

5. ASSIGNMENT OF PROJECT

JDot Media reserves the right to assign contractors and/or subcontractors to any project to insure the right fit for the job, on time completion or any other reason deemed necessary by developer. Developer agrees to only use professional assistance when needed.

6. LEGAL TERMS

JDot Media does not warrant that the functions contained in these web pages or the Internet website, shopping cart, merchant accounts, databases or any other component, software or hardware or service will meet the client's requirements or that the operation of the web pages and website or any other component or service will be uninterrupted or error- free.

The entire risk as to the quality and performance of the web pages and website or any other component or service is with client. In no event will Consultant be liable to the client and/or clients customers or vendors or any affiliates or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web

pages or website or services, even if developer has been advised of the possibility of such damages.

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.

7. WARRANTIES AND LIABILITY.

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 or JDot Media. 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 JDot Media from any claim resulting from the Client's publication of material or use of those materials. It is also understood that the "Consultant" will not publish information over the Internet which may be used by another party to harm another. JDot Media does not warrant the functions of the site will meet Client's expectations of site traffic or resulting business or that the operation of the web pages will be uninterrupted and / or error- free. JDot Media is not to be held responsible for occasional downtime of email or web site due to line interruptions and/or other instances beyond JDot Media control.

8 Laws Affecting Electronic Commerce

The Client agrees that the Client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Consultant and it's subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's use of Internet electronic commerce.

9. Indemnification.

Client agrees that it shall defend, indemnify, save and hold JDot Media harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with JDot Media's activities in maintaining the Client's web site.

This includes Liabilities asserted against JDot Media, 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, employee or assigns. Client also agrees to defend, indemnify and hold harmless JDot Media 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 also includes infringing 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.

===== END =====