

Annual WordPress Maintenance Plan Terms

This document describes our software updates and maintenance plan for WordPress sites that Zone W3 offers to keep your web site secure and functioning optimally. WordPress is a Content Management System (CMS) that is constantly evolving and gets updated and improved both in terms of features and security. It's the same thing for other components of the site like the theme (that handles the visual appearance and layout of the site) as well as plugins that add additional features and functionality to the site (newsletter, eCommerce, events management, creation and management of custom content types, etc.)

These updates need to be applied on a regular basis to the site to keep it secure and keep it up and running optimally. We test all these updates on special and separate « staging » copies of sites *before* we apply them to our clients' public sites. This is done to protect the functional and visual integrity of our clients' sites in case an update causes any conflict or other issue.

Furthermore, Zone W3 Media Design installs automated scheduled backup functionality to all the client sites we maintain which create backups of both the database and site files. Database backups are done *at least* weekly and complete backups (files and database) are done *at least* monthly.

The cost of our Annual WordPress Maintenance Plan includes 3 components :

1. The time required to test and apply software updates to WordPress and other components (themes, plugins) of your site,
2. The fixed cost of storing all our clients sites backups to a remote secure server (so these backups are available even if the server your site is hosted on becomes unreachable),
3. An « insurance » component which is calculated based on the risk Zone W3 Media Design takes on as we take on the responsibility of maintaining the site and keeping it running optimally for the time duration covered by the Maintenance Plan. This risk is dependent on both the complexity of the site as well as the number of active users with administrative privileges in the system.

(our responsibility has the limitations that are described in clauses 3, 4 and 5 later in this document).

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If you have any questions regarding our Annual WordPress Maintenance Plan, do not hesitate to contact us at info@zonew3.com

- 1. Period covered** : maintenance plans **generally** cover **1 year** or **4 hours** of used time for basic plans and **1 year** or **8 hours** for transactional or complex sites plans. These hours are typical indications only. The number of hours required

to actually complete maintenance tasks on your site and the plan's cost will be evaluated on a case by case basis according to your site's installed components and complexity as well as our assumed risk. These hours could be more than the numbers indicated here.

The **1 year** coverage period starts at the site's launch date for a new site **or** at the launch's anniversary date for a renewal (see « **Expiry** » later in this document) **or** at the date of receipt of payment for plans not linked to a site launch (when Zone W3 Media Design Inc. takes on the maintenance of a site we did not build for example).

Expiry : The plans expires at the earliest of the two following occurrences :

A- 1 year after the start of coverage **or**

B- 4, 8 or the number of hours evaluated have been used which could be sooner than the base 1 year coverage period.

Some plans where unknowns or imponderables are too great to be evaluated in advance may not be limited to an annual fixed fee but could include certain additional fees billed on a monthly schedule and according to the real time used for the site's maintenance and associated tasks.

2. Included services : Our WordPress Maintenance Plan includes **and is limited** to the following services:

a) **Updates to WordPreses** itself as well as to **any installed themes and plugins** used in the site. These updates are applied *as soon as possible* after the WordPress, themes or plugins developers make them available. Security updates are given higher priority but no guarantees are given for the speed of updating sites.

b) **24/7 remote monitoring of sites availability** via a third party automated service paid for by Zone W3 Media Design Inc to insure that we are notified immediately of any issues with the site. If the site becomes unavailable following a server failure, we will contact the hosting provider quickly to make them aware of the issue so they can fix it and find out how fast it will be resolved. If the issue is a software problem with the site itself (WordPress, theme, plugins or custom code), we will troubleshoot and fix the issue as soon as possible.

c) **Automated Scheduled Backups** of the site (database and files) and storage of these backups at the **3 locations** specified below. The database is scheduled to be backup up at least once a week and complete files and database backups are done at least once a month. Backup scheduled will be more frequent for eCommerce and other more complex sites in order to minimize potential transactional or other key business data. Backups of the database are also performed before applying any updates to the site. Files are also backed up before any major updates to WordPress or other components. The **3 locations** where these backups are stored include:

1. temporarily on the same server where the site is installed and

only until the backup is finished transferring to the remote secure server.

2. on a secured remote server paid for and managed by Zone W3 Media Design Inc. Backup files on the remote server are available directly in WordPress as long as a Maintenance Plan is in effect.
3. on our own computers where these local copies are replicated on 2 external hard drives.

3. Limitations to the Maintenance Plan:

- a) The Maintenance Plan **does not include** the following services:

modification or creation of new content on your site, addition of new functionality or features or modification of existing functionality or features or modification to the appearance of the site.

Note : some clients do mandate Zone W3 Média Design Inc to manage content on their sites or social media accounts but that type of work needs to be evaluated and billed according to a separate service agreement or Content Management Plan and is not part of the Maintenance Plan services described in this document. *If you have any questions related to our content or social media management services, please contact us at info@zonew3.com.*

- b) The Maintenance Plan also **does not include** consulting services such as training, orientation or consulting on Internet or computer usage, WordPress training beyond the training hours blocks that are included with the initial WordPress site design and development project, documentation writing, consulting or training on marketing, programming, web site or other types of design.

If you do need any of the services described above in sections 3a and 3b, please contact us for information on available services and associated costs.

- c) The Maintenance Plan also **does not include** backups of email messages or attachments stored in your hosting account (that is your web or email hosting provider's responsibility) nor of the usernames or passwords needed to access them. For reasons of ethics and security, Zone W3 Media Design Inc **never keeps any records** of our clients' email account passwords. Therefore, we will not be able to provide you with these if you loose or forget them and they will need to be changed on the server as email passwords are encrypted on your hosting provider's server for reason of privacy and security. It is your entire responsibility to keep your email accounts access details safe and any time required to change them by your request will be billed to you separately and in addition to this Maintenance Plan's fees.
- d) The Maintenance Plan also **does not include** troubleshooting services in case of interruptions of email services or email server failure. Zone

W3 Média Design Inc does not host any client web sites directly and the hosting company that you with this service is entirely responsible for the proper operation and maintenance of their servers as well as for providing technical support to their customers.

Note : *Zone W3 Média Design Inc only makes hosting providers recommendations. We only recommend reputable and reliable hosting providers to the best of our knowledge at the time of the recommendation which are based on our experience and history with those providers. Our recommendations do not constitute an endorsement or a guarantee of the quality of services provided by these hosting companies.*

- e) The Maintenance Plan also **does not include** assistance, support or troubleshooting services for your own computers, computer network(s) or any other computer equipment on your premises nor for the configuration or usage of such equipment and related software (email web browsers, office applications, etc.) There are companies specializing in this kind of support. We will gladly recommend such companies to you upon request. **Zone W3 Média Design Inc does not have the mandate, responsibility or expertise to provide you with this type of services.**

4. Limitation of responsibility for site modifications performed by the client or third parties: Zone W3 Média Design Inc will not be held responsible for any modifications or changes made to the client web site by the client or any third party mandated by the client that could cause a break in the site's visual or functional integrity. If the Client or one of its authorised agents other than Zone W3 Média Design Inc initiates software updates or performs any modifications or additions to the Client web site, any work time required to roll back or fix any damage to the site caused by these actions will be billed to the Client at a rate of **\$85.00** per hour in addition to this Plan's fees and is **not considered** part of the insurance component and included warranties of this Plan or part of the normal update work covered by this Plan.

5. Limitation in matters of security : at Zone W3 Média Design Inc, we implements security measures that go beyond what most competing agencies do. These security measures are applicable to the WordPress installation itself and Zone W3 Média Design Inc will not be held responsible of any intrusions or other security breach in services under the responsibility of the hosting provider like FTP or cPanel access, remote access to databases, SSH acces or other. Any person mandated by Zone W3 Média Design Inc to work on the site will be using complex and secure passwords of 24 characters and more to access the site and related services (cPanel, etc.) and we strongly recommend our clients do the same. **Zone W3 Média Design Inc will not be held responsible for the usage of weak and insecure passwords by the Client or any agents mandated by the Client or for the accidental or**

negligent sharing of their WordPress or hosting account passwords with third parties.

- 6. Maintenance Plans Cost :** The cost of Maintenance Plans will be evaluated on a case by case basis based on the size and complexity of the site. The cost will be evaluated first on the basis of the time required to test and apply updates to WordPress and its components (theme, plugins), perform backups before making changes and pay for the secure remote storage of all manual and scheduled backups. Secondly, cost is also evaluated on the basis of the risk to Zone W3 Média Design Inc for taking responsibility of the site's maintenance and insuring it remains optimally functional (the insurance component of the Plan). These costs will be communicated to the Client in a separate quote and are not indicated here to keep this document as brief and generic as possible.

The costs for an eCommerce or other complex site (memberships, events management, directories, bookings, etc) will be higher than for a simple brochure or blog site for example. The number of users mandated by the client that have access to the site with administrative privileges also increase the risk assumed by Zone W3 Media Design Inc and therefore increase the cost of the Plan.

- 7. Plan Termination and end of coverage :** If the client decides not to renew the Maintenance Plan at the end of the last year of coverage or when the hours allocated to the Plan have all been used (which can happen before a year has passed), Zone W3 Media Design Inc will stop doing updates to the site and terminate all scheduled backups. ***Zone W3 Media Design Inc will then no longer be considered responsible for ensuring the proper operation or security of the site.*** The Client will then have access to the latest backups stored on the server where the site is hosted. All local backups on our own local machines as well as those stored on the remote secure server paid for by Zone W3 Média Design Inc will be deleted 30 days after the Plan's termination.

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Acceptance of Plan Terms

Your signature indicates your acceptance of the Zone W3 Media Design Inc Maintenance Plan terms. The specific time allocation terms of your Plan for the number of update and testing hours included will be indicated on your invoice.

Receipt of your payment will mark the beginning of the Plan's coverage period.

Site(s) covered : vaudeville-gallery.com / vaudeville-living.com

Related Zone W3 invoice # : 431-02062017

Date

Signature of authorized Client Agent