

Annual WordPress Maintenance Plan Terms

This document describes our software updates and maintenance plan for WordPress sites offered by Zone W3 Media Design 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 4 components :

1. The first is a fixed number of hours dedicated to testing then applying software updates to the different components of a WordPress web site (WordPress itself, the theme which controls the visual appearance of your site and the plugins which add specific functionality not offered by WordPress itself).
2. The second includes scheduled automated backups of your web site and the cost of storing these backups on a secure cloud server so backups are available even if the server your site is hosted on becomes unreachable. The backup frequency varies according to your plan and the site's which in turns modulates the storage cost.
3. The third component is continued 24/7 monitoring of your site. If your web host has an outage or any other unforeseen issue renders your site unavailable, we'll know right away and we'll be able to intervene quickly.
4. 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 duration of 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).

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:

- Updates to WordPresses** 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.

- 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 on a secure server paid for by Zone W3 and separate from the actual website. The database is scheduled to be backed up at least once a week and complete files and database backups are done at least once a month. The backup schedule will be more frequent for eCommerce and other more complex websites. Full backups are also performed before applying any updates to the site.
- d) The licensing of certain **WordPress « premium » (paid)** products is included with all our maintenance plans for as long as the plan is in place and paid for. These products are used as needed for each specific website and can include themes (like GeneratePress Premium or Kadence Pro) as well as many specialized WordPress plugins (like Updraft Plus, Gravity Forms, GenerateBlocks Pro, SmartSlider Pro, several WooCommerce related plugins and more). For these components, Zone W3 Media Design has unlimited usage licenses that you can benefit from without additional costs. To keep benefiting from these licenses when a maintenance plan ends and is not renewed, you will need to purchase individual licenses of these products yourself to keep getting support and updates from those products' vendors. When a maintenance plan is not renewed, **we will remove our own licence numbers or account access to the services of those vendors.**
- e)

3. Limitations to our Maintenance Plan:

- a) The Maintenance Plan **does not include** the following services: modification or creation of new pages or new content to your site, addition of new functionality or features or modification of existing functionality or features or modification to the design or appearance of the site.

Note : some of our clients do mandate Zone W3 Média Design Inc to manage content on their websites 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 that are included with the initial WordPress site design and development contract, documentation writing, consulting or training on marketing, programming, web site or any other types of design work.

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 lose 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 entirely **your responsibility** to keep your email accounts access details safe and any time required to change them by your request will be billed to you at **our standard hourly rate separately from this Maintenance Plan's fees.**

- d) The Maintenance Plan also **does not include** troubleshooting interruptions of email services or email deliverability or hosting server failures. Zone W3 Media Design Inc does not host any client web sites directly and the hosting company that provides you with this service is entirely responsible for the proper operation and maintenance of their own servers as well as for providing technical support to their customers. This is **even if we recommended this provider**. The quality of hosting provider services can degrade with time for all kinds of reasons completely outside the control of Zone W3 Media Design.

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 Media Design Inc does not have the mandate, responsibility or expertise to provide you with this type of IT 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

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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, all the 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 **\$125.00** 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 and service providers 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 or other web server management panel, remote access to databases, SSH access or other. Any person mandated by Zone W3 Media Design Inc to work on the site will be using complex and secure passwords of 30 characters and more to access the site and related services (cPanel, etc.) and we strongly recommend our clients do the same and also use very strong passwords. ***Zone W3 Media 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. Changes to third party components

When the developers of third party components (like themes or plugins used on the site) make changes to their products that result in breaking or altering the functionality of the website itself, any required manual intervention to fix the altered or broken functionality or the replacement of the changed component will be billed at our standard rate of **\$125** per hour and is not considered part of the insurance or regular updates components of this plan as it is impossible for Zone W3 to foresee the actions of third party components included in your website and those actions are not our responsibility. This is a rare occurrence but, covering this risk would significantly increase the cost of our plans. Generally, this kind of issue is discovered during updates testing on a staging copy of the website so the public site is not affected and our clients are notified before any remediation or component replacement work is started.

7. Websites not built by Zone W3

The terms of the previous clause (#6) are also applicable to any website we take under maintenance after it was built by another agency or developer. The initial audit of the site we do **before taking on any site we did not build** under a maintenance plan will usually reveal any such issues but some problems related

to this third party's work may come up later. Any such issues discovered during the audit are communicated to you up front and will need to be remediated **before** we take the site under maintenance. The same applies if they come up after the fact. We will not be held responsible for the work of third parties and any errors or choices they made resulting in problems with the site discovered in audit or that come up down the line will be remediated and billed at our standard rate of **\$125** an hour separately from our Maintenance Plan's fees.

- 8. 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 Media Design Inc as we take on the 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 via email or 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 also increase the cost of the Plan.

- 9. Plan Termination and end of coverage :** If the client decides not benefit from one of our Maintenance Plans when launching a new website or 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. On the other hand, all backups saved locally on your website server will remain available.

- 10. Acceptance of plan terms :** payment of the chosen Maintenance Plan fee will constitute the acceptance of all terms and conditions detailed in this document which is sent with any Maintenance Plan invoice.