



WEBSITE MAINTENANCE TERMS OF SERVICE

Cyber Protect LLC

1. INTRODUCTION

This Terms of Service Agreement ("Agreement") is entered into between Cyber Protect LLC ("Provider," "we," "us," or "our") and the client ("Client," "you," or "your"). This Agreement governs the provision of website maintenance services for your WordPress website.

2. SERVICES PROVIDED

2.1 WordPress Core Maintenance

Provider will regularly monitor and install WordPress core updates to maintain website security and functionality.

2.2 Plugin Management

Provider will monitor and update all existing plugins to their latest stable versions to ensure compatibility and security.

2.3 Content Updates

Provider will implement text/copy updates as requested by the Client, including but not limited to:

- Updating existing page content
- Modifying text elements
- Updating contact information
- Making minor adjustments to existing design elements

2.4 Page Creation

Provider will create up to two (2) new web pages per month using the current template assigned to the website. Each page will follow the established design patterns, color schemes, and layout structure of the existing website.

2.5 Basic On-Site SEO

Provider will perform basic on-site SEO optimizations on current web pages, including:

- Meta title and description updates
- Header tag optimization
- Image alt text implementation
- Internal linking improvements

- Basic keyword optimization

3. CLIENT RESPONSIBILITIES

3.1 Hosting Payment

Client is solely responsible for payments to the website hosting provider. Provider assumes no responsibility for hosting-related service interruptions or failures resulting from unpaid hosting fees.

3.2 Plugin Licensing

Client is responsible for purchasing, renewing, and maintaining licenses for all premium plugins used on the website. Provider will notify Client of upcoming plugin renewals but cannot guarantee functionality of expired premium plugins.

3.3 Security Services

Client is responsible for purchasing and maintaining website backup services and web application firewall protection. Provider recommends but does not provide these services as part of this Agreement, but will manage them

3.4 Content Provision

Client is responsible for providing all content (text, images, videos, documents) to be added to the website in a timely manner and in appropriate formats.

4. SERVICE LIMITATIONS

4.1 Scope Boundaries

The following services are NOT included in this Agreement and may require additional fees:

- Custom coding or development work
- Creation of more than two new pages per month
- Design changes to the website template
- E-commerce product additions or modifications
- Advanced SEO campaigns or off-site SEO
- Website migration
- Performance optimization beyond basic maintenance
- Creating or editing images, videos, or other multimedia assets •

Emergency support outside of business hours

4.2 Response Time

Provider will respond to standard maintenance requests within 48 business hours. Emergency issues will be addressed as promptly as possible, but are **not** guaranteed

immediate resolution.

5. PAYMENT TERMS

5.1 Service Fees

Client agrees to pay Provider the agreed-upon monthly fee for maintenance services. Payment is due on the first of each month.

5.2 Late Payments

Payments received more than 7 days after the due date will incur a 10% late fee. Services may be suspended if payment is more than 15 days late.

5.3 Additional Services

Any services requested beyond the scope of this Agreement will be billed at Provider's current hourly rate.

6. TERM AND TERMINATION

6.1 Term

This Agreement shall remain in effect for a minimum of one (1) year from the date of signing and shall automatically renew on an annual basis thereafter.

6.2 Termination by Client

Client may terminate this Agreement with thirty (30) days written notice after the initial three-month period.

6.3 Termination by Provider

Provider reserves the right to terminate this Agreement with fourteen (14) days written notice if:

- Client fails to make timely payments
- Client violates any terms of this Agreement
- Provider determines the relationship is no longer commercially viable

6.4 Effect of Termination

Upon termination, Provider will:

- Cease all maintenance services
- Provide Client with current admin access credentials
- Deliver a final backup of the website (if backup services were purchased)

7. INTELLECTUAL PROPERTY

7.1 Client Content

Client retains all ownership rights to original content provided for the website.

7.2 Developer Tools

Provider retains all rights to proprietary tools, processes, and methods used in the maintenance of the website.

7.3 Third-Party Elements

All third-party elements (themes, plugins, images, etc.) are subject to their respective licenses and terms of use.

8. LIABILITY LIMITATIONS

8.1 Service Warranty

Provider will make reasonable efforts to ensure services are performed with professional skill and care but makes no guarantees regarding:

- Website uptime or performance
- Search engine rankings or traffic
- Business outcomes or revenue generation
- Third-party service integration reliability

8.2 Limitation of Liability

Provider's liability shall be limited to the amount paid by Client for services during the month in which the issue occurred. Provider shall not be liable for any direct, indirect, special, incidental, or consequential damages.

8.3 Indemnification

Client agrees to indemnify and hold harmless Provider from any and all claims, damages, liabilities, costs, or expenses arising from Client's content, products, services, cyberattacks, or violations of third-party rights.

9. WEBSITE SECURITY

9.1 Security Measures

Provider will implement standard security practices, but makes no guarantees against all potential vulnerabilities or attacks.

9.2 Security Breaches

In the event of a security breach, Provider will make reasonable efforts to address the issue promptly, but Client acknowledges that:

- No website can be completely secure
- Provider is not liable for damages resulting from security breaches
- Recovery from attacks may require additional services not covered by this Agreement

9.3 Backups

Provider is not responsible for website backups. Client must purchase a separate backup service that can be managed by Provider. Client acknowledges that lack of proper backups may result in permanent data loss in the event of a website issue.

10. FORCE MAJEURE

Neither party shall be liable for delays or failures in performance resulting from acts beyond their reasonable control, including but not limited to acts of God, governmental actions, fires, floods, earthquakes, epidemics, pandemics, riots, or war.

11. CONFIDENTIALITY

11.1 Client Information

Provider agrees to maintain the confidentiality of Client's sensitive information and will not disclose such information to third parties except as required by law or as necessary to fulfill service obligations.

11.2 Access Credentials

Provider will maintain secure records of all access credentials. Client agrees not to modify admin access credentials without notifying Provider.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Michigan, without giving effect to any principles of conflicts of law.

13. DISPUTE RESOLUTION

Any dispute arising from this Agreement shall first be addressed through good-faith negotiation. If negotiation fails, disputes shall be resolved through binding arbitration in Sterling Heights, Michigan], in accordance with the rules of the American Arbitration Association.

14. AMENDMENTS

This Agreement may only be modified by written amendment signed by both parties.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, and understandings.

By engaging Provider's services, Client acknowledges they have read, understood, and agree to be bound by all terms and conditions outlined in this Agreement.

See Addendum Below

Effective Date: [Date]

Cyber Protect LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Client

Signature: _____

Name: _____

Title: _____

Date: _____

ADDENDUM TO WEBSITE MAINTENANCE TERMS OF SERVICE

Cyber Protect LLC

This Addendum supplements and is incorporated into the Website Maintenance Terms of Service Agreement ("Agreement") between Cyber Protect LLC ("Provider") and the Client. In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail.

1. CONTENT SUBMISSION AND REVISIONS

1.1 Content Submission Process

Client shall submit all content update requests through Provider's designated project management system or via email to the assigned account manager. Requests submitted through other channels may not be recognized or processed.

1.2 Content Revision Limitations

Each content update request includes up to two (2) rounds of revisions. Additional revision requests beyond this limitation will be billed at Provider's standard hourly rate with a minimum 30-minute charge.

1.3 Content Deadlines

Client must provide all necessary content and feedback within five (5) business days of request. Delays in providing content or feedback may result in project timeline extensions without liability to Provider.

2. CONTENT LIABILITY

2.1 Client Content Responsibility

Client assumes full responsibility for all content provided for publication on the website, including but not limited to text, images, videos, testimonials, product descriptions, and downloadable files.

2.2 Content Compliance

Client warrants that all provided content:

- Does not infringe upon any third-party intellectual property rights •

Complies with all applicable laws and regulations

- Is not defamatory, obscene, or otherwise unlawful
- Does not violate privacy rights of any individual
- Does not contain malicious code or links to harmful content

2.3 Provider Right of Refusal

Provider reserves the right to refuse publication of any content that Provider reasonably believes violates Section 2.2 or places Provider at legal risk.

3. THIRD-PARTY SERVICES DISCLAIMER

3.1 Third-Party Service Performance

Provider makes no warranties regarding the performance, reliability, security, or functionality of third-party services, including but not limited to:

- Hosting services
- Domain registrars
- SSL certificate providers
- Theme developers
- Plugin developers
- Payment processors
- Email marketing services
- Analytics services

3.2 Service Interruptions

Provider shall not be held liable for website downtime, data loss, or security breaches resulting from failures or issues with third-party services.

3.3 Third-Party Terms of Service

Client acknowledges that third-party services are governed by their own terms of service and that Provider has no control over changes to those terms.

4. EMERGENCY SUPPORT

4.1 Definition of Emergency

An "emergency" is defined as a complete website outage, security breach, or critical functionality failure that significantly impacts business operations. Minor visual issues, content updates, or non-critical functionality issues do not constitute emergencies.

4.2 Emergency Support Hours

Standard emergency support is available during business hours (Monday through Friday, 9:00 AM to 5:00 PM EST), excluding holidays.

4.3 After-Hours Emergency Support

Emergency support outside of business hours is available at a rate of 1.5 times Provider's standard hourly rate, with a minimum two-hour charge. Client must request after-hours support by calling the emergency support number provided upon service enrollment.

4.4 Response Time Targets

Provider targets the following response times for emergencies, but these are not guarantees:

- During business hours: Initial response within 2 hours
- Outside business hours: Initial response within 4 hours

5. WEBSITE RECOVERY SERVICES

5.1 Recovery Process

In the event of website compromise, data loss, or critical failure, Provider will:

- Assess the extent of the damage
- Provide Client with an estimate of recovery costs and timeline
- Implement recovery measures upon Client approval of costs

5.2 Recovery Fees

Website recovery services are billed at Provider's emergency rate regardless of the cause of the incident. If the incident resulted from Client's failure to maintain security measures recommended by Provider, additional fees may apply.

5.3 Data Recovery Limitations

Provider does not guarantee complete data recovery in the absence of recent backups. Client acknowledges that declining recommended backup services significantly increases the risk of permanent data loss.

6. WEBSITE PERFORMANCE STANDARDS

6.1 Performance Factors

Website performance is dependent on numerous factors outside Provider's control, including:

- Hosting quality and server specifications
- Number and quality of installed plugins
- Size and optimization of Client-provided media
- External script loading and third-party integrations

- Traffic volume and patterns

6.2 Performance Optimization

Basic performance optimization is included in maintenance services. Advanced performance optimization requires additional services not covered by this Agreement.

6.3 Performance Guarantees

Provider makes no specific guarantees regarding website load times, Google PageSpeed scores, or other performance metrics unless a separate performance optimization agreement has been executed.

7. COMMUNICATION REQUIREMENTS

7.1 Response Time Obligations

Client agrees to respond to Provider inquiries related to service delivery within two (2) business days. Failure to respond within this timeframe may result in project delays for which Provider is not responsible.

7.2 Designated Point of Contact

Client shall designate a primary point of contact who has authority to approve content changes, provide necessary information, and make decisions regarding the website.

7.3 Contact Information Updates

Client shall promptly notify Provider of any changes to contact information. Provider is not responsible for service delays resulting from outdated contact information.

8. SCOPE CHANGE MANAGEMENT

8.1 Scope Change Definition

A "scope change" is any request that exceeds or differs from the services explicitly outlined in the Agreement, including but not limited to:

- Requests exceeding the two-page monthly creation limit
- Design modifications beyond the existing template
- Custom functionality development
- Integration with new third-party services
- Training beyond initial setup

8.2 Scope Change Process

All scope changes must be:

1. Submitted in writing to Provider
2. Acknowledged by Provider with an estimate of additional costs and timeline impacts

3. Approved in writing by Client before work commences

8.3 Scope Creep Prevention

Repeated requests for minor changes that collectively constitute a significant scope change may be identified as such by Provider and subject to additional fees.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Work Product Ownership

Upon full payment, Client owns the specific content created for their website. Provider retains ownership of:

- Custom workflows and processes developed for website maintenance •
- Custom code libraries unless specifically developed and paid for by Client
- Templates and frameworks used in service delivery unless exclusively paid for by Client

9.2 Portfolio Rights

Provider reserves the right to include a discreet credit link on Client's website and to include screenshots or links to Client's website in Provider's portfolio unless Client explicitly opts out in writing.

9.3 Tools and Methodologies

All tools, software, and methodologies used by Provider in delivering services remain the exclusive property of Provider or their respective owners.

10. SERVICE SUSPENSION

10.1 Grounds for Suspension

Provider may suspend services without notice if:

- Client's website is compromised and poses a security risk
- Client uses the website for illegal activities
- Client's actions expose Provider to legal liability
- Client is more than 15 days delinquent on payment

10.2 Effect of Suspension

During suspension:

- Provider will not perform maintenance or updates
- Provider is not responsible for website security or functionality
- Monthly fees continue to accrue

10.3 Reinstatement

Suspended services may be reinstated after the underlying issue has been resolved and a reinstatement fee of \$75 has been paid.

By signing below, Client acknowledges they have read, understood, and agree to be bound by all terms and conditions outlined in this Addendum.

