

Web Maintenance Contract

Client:

Contact Name:

Phone:

Address:

City:

State: Zip:

Email Address:

Website URL (if any):

These are the terms of our contractual agreement together:

1. Authorization

The above-named "Client" is engaging YakSushi Media; also known as "Developer", 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 graphic changes, adding necessary script or website applications. Client agrees to allow the developer passwords and access with "read/write permission" to the client's web site, store, server, file directory, cgi-bin 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 Contract

What is included in the Website Maintenance Contract is;

1. 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.
2. 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.
3. Script Installation – adding, editing, removing and installing any scripts, programs or software to the existing website can be done under the scope of this contract provided it does not change the overall design or look of the site more than 30%. If this will change the existing website more than 30% then it would fall under the scope of a New or Redesign Contract.

4. Complete Monthly Backups – each month your existing website will be backed up and saved to our local server.

The scope of this contract does not include the following;

1. Re-design of site – the scope of this contract is limited to maintenance and does not allow for complete or partial redesign of existing site.

2. Website Marketing – the scope of this contract does not include making any changes to existing Meta-tags, Alt-tags, Titles, Keywords or Page Descriptions. These tasks fall under the scope of Search Engine Optimization and require a different contract.

3. Maintenance Plans

YakSushi Media offers 3 different Website Maintenance Plans to choose from. We offer the Basic Monthly Maintenance, Advanced Monthly Maintenance and Custom Monthly Maintenance Plan. Below are the details of these plans;

1. ___Basic Monthly Maintenance – with this plan you get 4 hours of monthly website updates performed as described. Also included is a monthly backup that will be stored on our local server.

2. ___Advanced Monthly Maintenance – with this plan you get 8 hours of monthly website updates performed as described. Also included is a monthly backup that will be stored on our local server.

3. ___Custom Monthly Maintenance – with this plan you get the agreed upon hours of website updates performed as described. Also included is a monthly backup that will be stored on our local server. Custom Plan Hours Requested _____ Cost of Contract Monthly _____

4. Maintenance Terms

For all maintenance plans or options, the client understands the term of the contract to be for one full year (twelve months), automatically renewable every year unless a written cancellation has been provided to YakSushi Media thirty (30) days in advance of the then active term expiration date.

Maintenance Plans will be paid in full for the year for the amount agreed upon by the client. Client will be billed for total contract hours regardless of actual hours used. Hours

of contract do not roll over into the next month, or cannot be pulled from the month ahead. Any additional hours over the contract hours will be billed at the current regular hourly rate.

YakSushi Media reserves the right to terminate this contract 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 upon the first of the month from the date the client signs this contract is in full effect for twelve months.

5. Payment of Fees

Maintenance fees to YakSushi Media are due and payable on the following schedule: Once every year, and if not cancelled by client with a 30 day written notice the contract will automatically renew.

All payments will be made in US funds only. If for any reason a payment is late, there will be a 5% late fee added and no maintenance performed for that month until payment is made. If payment is not received within 15 days, the client will be in default of maintenance contract and full payment of contract will be required before any further maintenance can be done.

6. Assignment of Project

YakSushi 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.

7. Legal Terms

YakSushi 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 developer 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.

8. 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 YakSushi 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 YakSushi Media from any claim resulting from the Client's publication of material or use of those materials.

It is also understood that the "Developer" will not publish information over the Internet which may be used by another party to harm another. YakSushi Media will also not develop a pornography or warez web site for the Client. YakSushi Media reserves the right to determine what is and is not pornography. YakSushi 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. YakSushi Media is not to be held responsible for occasional downtime of email or web site due to line interruptions and/or other instances beyond YakSushi Media control.

9. Indemnification.

Client agrees that it shall defend, indemnify, save and hold YakSushi Media harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with YakSushi Media 's development of the Client's web site. This includes Liabilities asserted against YakSushi 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 YakSushi 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 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.

10. Laws Affecting Electronic Commerce

From time to time governments enact laws and levy taxes and tariffs affecting Internet 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 developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce,

11. Package Agreement

The client agrees and understands that they are accepting the following Website Maintenance Contract and has read the terms and does fully understand the terms to the package accepted herein.

Client accepts;

____ Basic Monthly Maintenance Package

____ Advanced Monthly Maintenance Package

____ Custom Monthly Maintenance Package consisting of ____ hours per month!

11. Sole Agreement.

The agreement contained in this "Website Maintenance Contract" constitutes the sole agreement between YakSushi Media and the client regarding this website.

Total Amount of Contract is \$ _____

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

Authorized Signature on Clients Behalf Date

YakSushi Media

Date
