



WEBSITE HOSTING RENEWAL

Prepared By:



ABOUT AMPLIFIED

Amplified Digital Agency (AD) is a full service Digital Agency focused on strategic digital brand development, digital marketing and media planning & consulting.

As Premier Google Partners, Amplified Digital is held to the highest quality standards when it comes to our marketing campaigns.

Explanation of Services

Thank you for allowing Amplified Digital the opportunity to propose ongoing support solutions for your company's website. Should you have any questions, additions, or amendments to the information contained in this document, please bring them to our attention.

Browser and Device Requirements

Amplified strives to ensure your website delivers consistently across all of the most current device types and sizes, as well as "modern" web browsers.

Please note that due to Microsoft discontinuing security updates and technical support for Internet Explorer as of 1/12/16, Amplified Digital can no longer guarantee compatibility with this browser.

Website Hosting Summary

Post-Development

1. Quarterly review & maintenance of all site code and security layers as needed. This includes all plug-ins, themes, core WordPress and PHP updates.
2. Website training is available for website adjustments and changes an additional cost. Training will be customized to fit the user's needs, and reference PDFs will be provided post-training.
3. Website hosting – including global data centers, high availability, scheduled off-site backups, and 99.5% uptime. A proprietary caching system optimized for WordPress will deliver the speed necessary in today's competitive environment.

PROJECT QUOTE

STEP	DESCRIPTION	COST
Ongoing Services		
SSL Certificate	SSL Certificate to ensure your site user's information is protected.	Included
Hosting & Maintenance	Hosting on our secure servers, quarterly review & maintenance of site code, plugin updates and security layers as needed.	\$39.00/mo.

**Unless a current signed contract is in place, all pricing hereafter is subject to change after six months or at the start of our next fiscal year on October 1st, whichever comes first. At that time, the scope and quote for this project will need to be revisited.*

TERMS

Please note that to maintain the security of your website or app, we do not recommend allowing third parties access.

The pricing and agreement apply to the scope of work outlined in this document. If the project goals change and the scope of work changes (page count increases, custom features added, etc.), a new quote and scope of work or amendment to this agreement will be required in order to proceed with the project. This new scope of work or amendment may come with additional fees depending on changes.

This Agreement is by and between AMPLIFIED DIGITAL, LLC ("Agency") and the "Client" identified below, and is effective upon the date of Client's signature (the "Effective Date").

This Agreement is governed by the General Terms of Service posted as of the Effective Date at <https://amplifieddigitalagency.com/website-app-terms/>, which are incorporated by reference. In the case of any inconsistency, the General Terms of Service will govern.

WHEREAS, Client wishes to procure from Agency the website design, development, app development, hosting, and/or maintenance services described in the Scope and Quote accepted by Client, and Agency wishes to provide such services to Client, each on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ENGAGEMENT

1.1 Client engages Agency to provide the services described in the Scope and Quote accepted by Client, which is incorporated into this Agreement by reference.

1.2 Client and Agency will each identify a main point of contact (or project manager) for day-to-day communications and decision-making. The project manager must have the required authority and qualifications to perform as project manager. The project manager may **1.3** be replaced at any time by providing the other party written notice.

Agency's ability to provide the services requires the full and timely cooperation of Client, as well as accurate and complete information. Accordingly, Client will:

- (a) provide Agency with access to, and use of, all information, data and documentation required by Agency for the performance of its obligations under this Agreement; and
- (b) ensure its main point of contact / project manager timely communicates with Agency.

2. SITE CONTENT

2.1 Agency will populate, and during any applicable Maintenance Term update, the Site with content supplied by or through Client (the "Client Materials").

2.2 Client is responsible for all Client Materials and will ensure the Client Materials do not violate or infringe any applicable laws, regulations or third party rights, including but not limited to the provision of material that is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous, in breach of

any third party's rights (including Intellectual Property Rights as defined below), or results in the unlawful advertisement, solicitation, offering for sale, or sale of controlled substances or other unlawful goods or services ("Inappropriate Content"). Any content that violates the terms of service, acceptable use policies, or other applicable guidelines of any third-party service that will host or make the Site available to end-users will be considered Inappropriate Content. Agency may remove or disable access to content it reasonably suspects to be Inappropriate Content. Agency will notify Client if it becomes aware of any allegation that any content on the Site may be Inappropriate Content.

2.3 Agency may incorporate into the Site certain Pre-Existing Materials. "Pre-Existing Materials" means all content, including documents, data, know-how, ideas, specifications, and software code that (a) were developed by Agency prior to the Effective Date or (b) are utilized by Agency to service other clients or otherwise for purposes other than its performance under this Agreement.

2.4 The Site may include and require the use of Third-Party Materials and Open Source Components. "Third-Party Materials" means content in any form or media, including but not limited to documents, data, know-how, ideas, specifications, plugins, and software code, in which any person or entity other than Client or Agency owns any Intellectual Property Rights (as defined below), but specifically excluding Open Source Components. "Open Source Components" means any software components that are subject to any open source copyright license agreement, including but not limited to any GNU General Public License or GNU Library or Lesser Public License, or other license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative.

2.5 If Client has engaged Agency for the design, development, and hosting of the Site, Agency will secure, at its cost and expense, all rights, licenses, consents, and approvals necessary for Client to use, during the term of this Agreement and any Maintenance Term, all Third-Party Materials and Open Source Components incorporated into the Site. By entering this Agreement, Client acknowledges, agrees, and authorizes Agency to bind Client to all licenses and restrictions governing the Third-Party Materials and Open Source Components. This Section 2.7 will not apply to any Client Materials, including any Third-Party Materials or Open Source Components requested or engaged by Client, or as otherwise provided in the Scope and Quote.

2.6 If Client has engaged Agency for the design and development of the Site but not for the hosting of the Site, Client will secure, at its cost and expense, all rights, licenses, consents, and approvals necessary for Client to use all Third-Party Materials and Open Source Components incorporated into the Site during the term of this Agreement. Client authorizes Agency to bind Client to all licenses and restrictions governing the Third-Party Materials and Open Source Components, and to pass through all associated fees and charges.

3. SITE MAINTENANCE

3.1 Agency will provide the maintenance services, if any, described in the Scope and Quote accepted by Client and incorporated into this Agreement (the "Maintenance Services") for the period of time described (the "Maintenance Term"). Unless otherwise provided in the Scope and Quote, all Maintenance Services are provided on a per-time basis at the then-existing rates posted by Agency.

3.2 Agency will assist Client with changes to the Site as requested under the Maintenance Services. Agency may provide tools and resources for Client to directly alter the content or nature of the Site. Agency is not responsible for any changes, additions, or subtractions made

by Client. If Client alters the Site in a manner that negatively impacts the Site's design or functionality, Agency may assist restoration of the Site on a per-time basis at its then-existing rates.

3.3 Agency will provide scheduled, off-site backups of the Site if included in the Maintenance Services. Agency does not warrant that all backups will be complete, accessible, or free from error and Client accepts all risk of loss. Agency does not independently backup Client Materials and Client accepts all responsibility for Client Materials.

3.4 Agency will provide regularly security scans of the Site if included in the Maintenance Services. Agency uses commercially-reasonable efforts to identify, correct, and notify Client of any security threats. Agency does not warrant the Site will be free from security vulnerabilities or incidents and Client assumes the risk of all loss due to security incidents.

3.5 Agency will provide Client with reports concerning traffic on the Site if included in the Maintenance Services. All provided data is aggregate data and is not intended to constitute personally identifiable data concerning any user of the Site.

3.6 Client acknowledges and agrees Agency may engage third-party service providers to assist delivery of the Maintenance Services to Client, including but not limited to domain hosting, security scans, vulnerability detection, backups, and statistics reporting. Client agrees to comply with all terms of use and conditions or restrictions governing delivery or use of services by any third-party and, to the extent necessary or desirable, agrees Agency may bind Client thereto.

4. CHARGES AND PAYMENT

4.1 Client will pay Agency properly invoiced fees ("Fees") as set forth in the Scope and Quote.

4.2 Agency will issue invoices to Client, and payment will be due net thirty (30) days from the invoice date. Failure to secure final approval from Client on Site designs will not be considered a reason to delay payment beyond the due date. Interest will accrue at the rate of 10% per annum for any late payment. In addition to the amount owed for applicable interest or late charges, Client agrees to pay Agency for all expenses incurred by Agency to collect any amounts payable under this Agreement, including costs of collection, court costs and attorney's fees.

4.3 All Fees are exclusive of taxes. Client will be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder.

5. TERM AND TERMINATION

5.1 This Agreement begins on the Effective Date and continues while there is any effective Scope and Quote in place between Agency and Client, provided that the terms of this Agreement specific to design, development, maintenance, or hosting services will only apply during the period Agency is obligated to provide such services.

5.2 If Client has engaged Agency for design and development of the Site, Client will be deemed to have accepted the completed Site upon the occurrence of any of the following events: (i) Client affirmatively states approval of the Site in writing; (ii) Client puts the Site into use or otherwise uses any part of the Site for any revenue-earning purposes or to provide any

services to third parties; or (iii) the expiration of thirty (30) days after Agency delivers Site to Client.

5.3 Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this Agreement on the due date;
- (b) the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides written notice of such breach;
- (c) the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; makes or seeks to make a general assignment for the benefit of its creditors; or applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- (d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- (e) in the opinion of Agency, the credit of Client is or may be impaired.

5.4 If this Agreement terminates early, Client will remain obligated to pay Fees for all services rendered before the effective date of termination.

5.5 On expiration or termination of this Agreement, Agency will promptly return all Client Materials to Client, and will provide an electronic copy of the Site, including all database files and all content on the Site that Agency may deliver pursuant to applicable licenses. Client agrees to promptly review all provided materials and, within seven (7) calendar days of delivery of such materials (the "Review Period"), notify Agency of any errors, concerns, or additional requests. Agency will assist Client with any questions, errors, or concerns raised during the Review Period on a per-time basis at Agency's then-existing rates. Upon the earlier of Client's affirmative approval or the expiration of the Review Period, the delivery will be deemed complete and Agency will have no further obligation to assist Client with requests for Site materials.

5.6 Agency will notify Client of any Third-Party Materials or Open Source Components that cannot be released to Client due to licensing or other restrictions. Client acknowledges and agrees the removal of Third-Party Materials and Open Source Components from the Site may materially affect the form and functionality of the delivered Site, and Client bears all responsibility, costs and expense for directly securing the rights, licenses, consents, and approvals necessary to replace the Third-Party Materials or Open Source Components with identical or functionally similar components.

6. ENTIRE AGREEMENT

6.1 This Agreement, together with the General Terms of Service and Scope and Quote incorporated by reference, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6.2 Each party agrees that it will have no remedies in respect of any statement,

representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

7. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

☐ I, CLIENT, HAVE READ AND AGREE TO THE GENERAL TERMS OF SERVICE POSTED AT <https://amplifieddigitalagency.com/website-app-terms/> AS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CLIENT:

By _____

Company Name (o Partnership o Corporation o Individual)

Print Name/Title

Effective From: ____/____/____

Until: ____/____/____

Billing Address _____

AMPLIFIED DIGITAL, LLC

By _____

Company / Division Name

Print Name/Title

Manager Signature: _____

Signed Date: ____/____/____

NOTICES REGARDING THIS PROJECT SHOULD BE SUBMITTED TO:

Email: _____

Fax: _____

Attn To: _____

NEW Account ____ or Acct# _____