

Website Security Solution

Imaginary Friends Design Studios
2511 E 24th St. STE A | Yuma, AZ 85365

OVERVIEW:

We'll always do our best to fulfill your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

MORE TO THE POINT:

Your company located at above address ("You" or "Your") are hiring Imaginary Friends design studios ("We or Us") to provide website security ("Services") Which may include:

Website Backups Twice a Month	Update Active Website Plugins Twice a Month
2 Backups Stored on Your Server	Update Active Website Themes Twice a Month
Site Scanned for Vulnerabilities Twice a Month	Form Spam Protection application installation and set up
Security Software Installation and Setup	Backup Software Installation and Setup
Restoration and Recovery from Malware Attacks	

You decide the Services aren't exactly what You are looking for, don't worry you can cancel your subscription. Please, provide 30 days advance written or email notice to cancel the Website Security Solution.

WHAT DO BOTH PARTIES AGREE TO:

As the client, You agree:

- You have the power to enter into this contract on behalf of Your company or organization. Please, provide 30 days advance written or email notice to cancel the Website Security Solution.
- Coordination of any decision-making with parties other than Us
- To provide Us with everything We need to complete the project including Wordpress account logins and passwords or an Admin user we can use to log into the site for maintenance purposes.
- To be bound by any dates that We set together for deadlines.
- To stick to the payment schedule described at the end of this contract.

As the website maintainer, We agree:

- We have the experience and ability to perform the services You need from Us.
- We will carry this service out in a professional and timely manner.
- We will respect the confidentiality of any information You give Us.
- We will endeavor to meet all the deadlines set.

GETTING DOWN TO THE NITTY GRITTY:

1. Site Backups: We will provide 2 complete site backups a month and these will remain on your server. We will not share any of the contents of these backups with anyone else. Our company will use a premium, licensed and reputable Wordpress Plugin to preserve quality backups of your website.
2. Theme Updates: We will update the active plugins and themes on your website twice a month. We will not be held liable for any bugs or malfunctions with 3rd party plugins. We can roll the update back and use a version of the plugin that works on your site.
3. Active Plugin Updates: We will update the active plugins and themes on your website twice a month. We will not be held liable for any bugs or malfunctions with 3rd party plugins. We can roll the update back and use a version of the plugin that works on your site.
4. Security Scans: We will run malware scans on your site twice a month to make sure everything is running as it should be. We will use premium, licensed software of our own to run these scans and secure the site. The software we use is one of the top security applications for Wordpress and has proven to be

reliable in site security and reliability.

5. Form Spam Protection: We will install a premium, reliable spam protection application on your site to help with the spam you receive through your contact forms.
6. You may receive emails from us concerning your website's performance and security. We will not share your email with anyone who does not need access to it to maintain your website.

LEGAL STUFF:

We will carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, We can not guarantee that work will be error-free and so We can not be liable to You or any third-party for damages, including lost profits, lost savings or other Incidental, consequential or special damages, even if You have advised Us of them. Your liability to Us will also be limited to the amount of fees payable under this contract and You will not be liable to Us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if We have advised You of them.

Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

INTELLECTUAL PROPERTY RIGHTS:

Just to be clear, "Intellectual Property Rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

We guarantee that Your secrets are safe with Us. This includes proprietary information (things like trade secrets, know-how, or any other information that is not publicly available). We promise that We won't sell Your proprietary information to a third-party,

no matter how much money or Scotch they offer Us.

PAYMENT SCHEDULE:

We are sure You understand how important it is as a small business that You pay the invoices that We send you promptly. As We are also sure You will want to stay friends, You agree to stick tight to the following payment schedule.

100% of Promotion Price - \$500 annually or \$150 4 times a year, quarterly.

Payment for Change Orders due upon acceptance of new terms

We issue invoices electronically. Our payment terms are 15 days from the date of invoice. You agree to pay all charges associated with international transfers of funds, if applicable. The appropriate bank account details will be printed on our electronic invoice. We reserve the right to charge interest on all overdue debts at the rate of 5% per month or part of a month.

BUT, WHERE IS ALL THE HORRIBLE SMALL PRINT:

Just like a parking ticket, neither of us can transfer this contract to anyone else without the other's permission.

We both agree that We will adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations.

This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious. Choice of Law and Venue. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Arizona including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. Any action brought by any party hereto shall be brought within state court in Yuma County, Arizona.

NOTICES:

All notices under this agreement should be sent by either email with return confirmation of receipt, or certified snail mail with return receipt requested.

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2511 E. 24th St. STE A

Yuma, Arizona 85365

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