



LEFT-CLICK WEBSITE MAINTENANCE CONTRACT

This agreement is by and between **CLIENT NAME** hereafter “The Client” and **left-click**, hereafter “The Company”. This Contract is for a [LEVEL #] Agreement

"The Client" is contracting "The Company" as a provider of web site maintenance services. This contract is binding for the term of one year from the date signed.

Service	Level 1	Level 2	Level 3
Included hours per month	1	2	4
Security updates applied monthly ¹	Yes	Yes	Yes
Hosting included ²	No	Yes	Yes
Backups	Yes	Yes	Yes
How may I contact you? ³	Support Email	Support and Direct Email, Phone	Support and Direct Email, Phone
How fast will you respond?	2 days	24 hours	4 hours (business days only)
Analytics Report ⁴	No	No	Yes
Website log report ⁵	No	No	Yes
Price per month:	\$90	\$150	\$270

¹ Your contract hours will be used for mandatory security updates for your website before any other additional work or support. Any maintenance, consultation, training, or additions to the site that go beyond the number of hours in your contract will be billed at an hourly rate of \$90/hour.

² Hosting is provided by The Company only. Hosting includes website hosting on a LAMP server and IMAP email for one domain.

³ The support email address is support@left-click.us. Direct e-mail address are individual employee's e-mail accounts.

⁴ If time remains in your monthly fees we will review your website traffic using Google Analytics and send you a report.

⁵ Website Log Report - If time remains in your monthly fees we will review your web logs for ‘page not found’ errors, common searches etc.

During the duration of this contract, the “The Client” agrees that the “The Company” will be the sole provider of maintenance services for the web site, and no other party will have access to or rights to change the web site. If a party other than the “The Company” makes changes to the web site, any errors that are created, that must be repaired will be charged for at the rate of \$90/hour.

If “The Client” does not want security updates “The Company” will not be able to host their site anymore. Sites without proper security patches put all sites on the server at a risk and “The Company” as well. At that point we can offer a zipped package of the site and 30 days for “The Client” to set it up on another server. “The Company” is not responsible for the site’s transition in any way.



Compensation

"The Client" agrees to compensate "The Company" within 30 days of receiving an invoice for mandatory or optional updates. Hosting fees for both the site are due in full at the beginning of the federal fiscal year (October 1). In the event "The Client" fails to adhere to the schedule of payment referenced by the deadline set forth, "The Company" retains the rights, but is not obligated, to pursue any or all of the following remedies:

1. Terminate the Agreement.
2. Immediately stop all works-in-progress or remove unpaid-for material.
3. Deliver to the client a zipped version of the site and database and disable the existing site on "The Company's" server.
4. Bring legal action.

Deadlines & Deliverables

"The Company" will respond to all standard maintenance requests from "The Client" within 5 days, via email or phone with an estimated completion date and cost for each action item in the request. "The Company" will adhere to all quoted deadlines for the deliverables in the maintenance requests at all possible costs. In the event that "The Company" has any issues in delivering on a quoted deadline, "The Client" will be notified via email or telephone with the reasoning for any change.

Termination

"The Client" may cancel this website maintenance agreement at any time, by providing one month's written notice, provided that payment is up-to-date. A pro-rata refund will be given for any unused period of the advance payment.

"The Company" reserves the right to cancel this website maintenance agreement at any time, for any reason, without prior notification and will provide a cancellation notice either electronically or in writing sent to the address of record.

Legal

"The Client" and "The Consultant" are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither "The Client" nor "The Consultant" has any authority to assume or create any obligation or liability, either expressed or implied, on behalf of the other.

This Agreement shall be governed by and construed in accordance with the laws of Massachusetts applicable therein.

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

ON BEHALF OF "THE CLIENT" DATE

ON BEHALF OF "THE COMPANY" DATE