

WEBSITE MAINTENANCE AGREEMENT

This Website Maintenance Agreement (“Agreement”) is hereby entered into between you, your employees and agents (collectively “Client”) and applies to the purchase of all monthly/quarterly/ annual WordPress Care Packages (hereinafter collectively referred to as “Maintenance Services”) ordered by Client.

Client is contracting Bright Effects Learning Solutions Inc. (hereinafter referred to Bright Effects) as a provider of website maintenance services. Services not considered 'standard website maintenance' are subject to be charged at a regular hourly rate of \$100 and will not be considered part of this contract. The minimum charge for maintenance is \$100 per hour, any additional work that is included in this agreement will be charged at \$100/per hour.

What IS included in this agreement:

- Updates to text, images, and other minor changes to Client’s website pages. The amount of time dedicated towards these tasks each month will be determined by the Maintenance Package purchased by Client at the time of signup.
- Regular monitoring and updating to ensure impeccable performance across all major browsers due to the fact that not all browsers render sites in the same way.
- Regular and thorough daily backups of your site so that it may be fully restored in case of loss.
- Monitoring your website functionality to ensure that everything is working as it should and upgrade where necessary. Some plugins may become outdated and no longer work with the newest version of your website software. Plugins may need upgrading to accommodate the newer version, or become obsolete with the improvements in the website software.
- Recovery of website files from backups.
- SSL Site Security
- Monthly website traffic report (if included in package purchased).*
- SEO Optimized Blog Post (if included in package purchased).*
- Additional hours for maintenance of content updates (if included in package purchased). *

What IS NOT included in this agreement:

- Any website support requests, above and beyond what is outlined in the package, or WordPress questions requiring a response by Bright Effects will count towards the monthly allotted time.
- Website updates do not include website redesign, re-alignment or re-development equaling more than 50% change to web page, web graphics on the website (i.e. 4 graphics on website, and you want 3 changed, there is a charge for anything above 2, meaning 50%)
- CMS design, integration of plugins that require intensive configuration, or programming of things that require extensive time to set up, including but not limited to blogs, shopping carts, uploading videos, adding courses, API integrations with third party services, and web forums are not considered “minor” changes and therefore are not included in the Maintenance Agreement. These require a separate design or development agreement.
- Search engine optimization (SEO), developing new content, or writing new copy for Client.
- Training on how to use your website, WordPress, or email.

Total Agreement:

Bright Effects shall provide Client with minor updates to the website for an indefinite period of time within this contract. The contract will be paid on a Quarterly Basis with the 1st payment due upon sign-up and each payment due around the date of initial payment of each quarter.

During the duration of this contract, the Client agrees that Bright Effects will be the sole provider of maintenance services for the website, and no other party will have access to or rights to change the web site. If a party other than Bright Effects makes changes to the website, any errors that are created must be repaired and will be charged for at the hourly rate specified above.

Bright Effects is not responsible for changes made to Client’s web site(s) by other parties, including the Client themselves.

Deadlines & Deliverables:

Bright Effects will respond to all maintenance requests from Client within 48 hours on weekdays and 72 hours on weekends, via email or phone, with a confirmation that the request was received, and an estimated completion date for each action item in the request. Maintenance requests received after 5:00 pm EST may not be completed until the next business day unless prior arrangements have been made. Most work will be done within this time frame, this is mostly precautionary.

Bright Effects will adhere to all quoted deadlines for the deliverables in the maintenance requests at all possible costs. In the event that Bright Effects has any issues in delivering on a quoted deadline, Client will be notified via email or telephone the reasoning for any change.

Once the time allotted in the Maintenance Package has been reached for the month, any unfinished tasks on the Client's task list will be rolled into the next month for processing.

Any unused hours during the month are not cumulative, therefore, the hours will not be rolled over and added to the next month.

Additional Services:

Any revisions, additions or redesign Client requests Bright Effects to perform that is not specified in this document shall be considered "additional" and will require separate agreement and payment. Bright Effects shall advise Client on any requested work that falls within these bounds.

Authorization:

Client hereby authorizes Bright Effects to access their web hosting account, providing active user name / password combinations for access to the server via FTP, assuring that 'write permissions' are in place on said hosting provider.

Relationship of Parties – Bright Effects, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. Client does not undertake by this Agreement, or otherwise, to perform any obligation of Bright Effects., whether by regulation or contract. In no

way is Bright Effects to be construed as the agent or to be acting as the agent of Client in any respect, any other provisions of this Agreement notwithstanding.

Jurisdiction/Disputes – This Agreement shall be governed in accordance with the laws of the State of Georgia. All disputes under this Agreement shall be resolved by litigation in the courts of the State of Georgia including the federal courts therein and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

Notice and Payment – Any notice required to be given under this Agreement shall be in writing and delivered personally to the other designated party, mailed by certified, registered or Express mail, return receipt requested or by Federal Express. Either party may change its address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

Fees; Limitations on Refunds and Cancellation Fees

Client agrees to pay Bright Effects any and all fee(s) as billed in accordance with this Agreement. The fee(s) must be received prior to the start of any Maintenance Services. The Client Further agrees that, in the event of any termination of this agreement by client, no refunds shall be given under any circumstances whatsoever. The client further agrees to pay upon cancellation any other amounts due to Bright Effects for work provided at the client's request above and beyond the monthly allotted time of monthly agreement.

Jurisdiction/Disputes – This Agreement shall be governed in accordance with the laws of the State of Georgia.

Term and Termination

This Agreement shall be effective as of the time frame Client signs up for Maintenance Services. This Agreement may be terminated by either party upon 7 days written notice to the other, if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach within thirty (7) days of receipt of the notice. This Agreement may be terminated Bright Effects Learning (i) immediately if Client fails to pay any fees hereunder; or (ii) if Client fails to cooperate with Bright Effects or hinders Bright Effects ability to perform the Maintenance Services hereunder.

Read and Understood – By purchasing a Maintenance Package, Client acknowledges that they have read and understood this Agreement and agree to be bound by its terms and conditions.