



KornDev

6030 Zinn Dr. Oakland, CA 94611

Tel: 415-347-5676

Email: contact@korndev.com

Web: <https://korndev.com>

Maintenance Agreement

Prepared For: Los Altos Hills County Fire District

Date: November 4, 2020

Version: 1.0

Summary

lahcfd.org is a website built on WordPress for the **Los Altos Hills Country Fire District (LAHCFD)**. The website has been hosted and maintained by KornDev since 2018. KornDev is restructuring our services to provide Website Care and Hosting through a DBA, Watchdog Studio.

Below are the details of our proposed plan and services to be rendered for lahcfcd.org. This agreement is aimed at providing a written agreement to provide ongoing maintenance and support for LAHCFD's website lahcfcd.org, though our plan details can be reviewed here: <https://watchdogstudio.com/plans/> and our terms of services can be found here: <https://watchdogstudio.com/terms/>

Plan Details

Unlimited Support - \$299/mo

- Visually tested updates for WordPress core and all plugins installed
 - Plugins require a valid license where applicable
 - If issues are found during an update, we'll review and fix them
- Daily security scans
- On Demand access to Maintenance Dashboard
 - Update logs including visual test results
 - Security scan results
 - Backup logs
- Website Protection
 - Website Application Firewall
 - Security scans
 - Malware cleanup (if necessary)
- Automatic image optimization
- Regular cleanup of hidden DB artifacts and clutter (revisions, auto saves, SPAM)
- Monthly Performance Report
 - Google Analytics (if access is granted)
 - SEO Keyword Rankings (keywords need to be provided)
 - Website Speed Scans
 - Backup Stats
 - Uptime Details
- Quarterly performance review and adjustments as needed
- Quarterly broken link reporting
- Annual website audit (if desired)
- Updating website policies (if desired)
- Nightly offsite backup, stored encrypted
- Unlimited small task support



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- Small tasks are any request that take less than 1 hour to complete
- Point and click to make request via your website
- Response to any request will be received within 2 business days (typically faster) and typically resolved within 5 business days (if not faster)
- Not suitable for emergency/rush request
- Ad-Hoc support starting at \$125/request
 - Can be used if something isn't covered by the small tasks
 - Responses typically within 2 business days
 - Not suitable for emergency/rush request

Managed Shared Hosting - \$49/mo

- Hosting your website files on our server to be accessed by anyone
- Website Security Insurance
 - Security and vulnerability monitoring at the server level
 - Add protection to block attacks
 - File integrity checks performed when files are changed
 - Automated malware identification and removal (if needed)
 - Root cause analysis report provided in the event of malware detection to determine how the website was infected
 - Blacklist removal (if needed)
 - Additional in-depth monthly security report (if desired)
- SPAM Guard
- No bandwidth or visitor limits
 - Limited to 10 GB of disk space (including production, staging websites and databases)
 - We actively monitor our server resources - if your website tends to utilize more resources than average, we'll ask that you upgrade to Dedicated Hosting.
- Installation and support of Let's Encrypt SSL
- Hourly local backups
- Nightly offsite backups
- Staging site (if needed)
- Email support for any hosting related issue or concern
 - Response time is typically within 2 hours during business hours (9am - 5pm, Monday - Friday)
- Domain and registrar support via email

Emergency Request - \$185/hr

- Emergency requests are not covered by the Care or Hosting plan, but can be made by sending an email with "Emergency" or "Urgent" or "ASAP" in the subject line. When an emergency or rush request is made and we're available, we will respond within 30 minutes to acknowledge receipt of



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the request. There is no guarantee that we will be available to handle an emergency or rush request and should be considered unavailable if a response is not received within 30 minutes. Since these requests are urgent, communication about additional fees will not be communicated or require approval and we will proceed with the request and completed work will be invoiced at the end of the month.

- Emergency requests are billed at a minimum of 1 hour and in increments of quarter hours (15 minutes) thereafter.

As a legacy client, we're waiving the shared hosting fee of \$49.

Monthly Total: **\$299/mo**

Payments shall be made automatically by credit card via our website: <https://watchdogstudio.com> When signing up, do NOT sign up for hosting, we'll add it after to be sure it is waived. All subscriptions will renew automatically on the 1st of the month.

If any additional services are rendered (emergency request, plugin renewals, etc), an invoice will be issued on the 1st business day of the month after services were rendered. All invoices will be NET 15 unless otherwise noted.

Terms and Conditions

This agreement is entered into between KornDev (hereafter referred to as "Webmaster" or "we") and **Los Altos Hills County Fire District** (hereafter referred to as "Client" or "you").

Authorization

You are engaging the Webmaster as an independent contractor to perform work as described in the package(s) or service(s) you have purchased. In the event access to your website is necessary, you hereby authorize the Webmaster access and "write permissions" to all directories and files of your account with any other third party hosting provider, as well as permission to install any necessary WordPress plugins for maintenance and security.

Pricing and Payments

Once a client of the Webmaster, you authorize the Webmaster to charge the payment method you submitted for all the invoices generated for the services rendered under this ongoing website maintenance plan.

Cancellation

Cancellation of any monthly recurring service can occur at any time after you first one month (30 days) of service.



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In order to cancel your recurring payment or change payment method, simply contact the Webmaster prior to your payment due date or log into the user portal and update your details.

Third Party or Client Page Modification

You acknowledge that you or your staff have access to independently edit or update all data within the WordPress platform and will be given access to your hosting backend.

You also acknowledge that anyone other than the Webmaster or its subcontractors who attempt to update the hosting settings or website and damages the design or impairs the ability for the website to function properly, may result in time to repair the website.

In this event, damages will be assessed at an hourly rate of \$185 per hour with a one-hour minimum. Work to repair the website from third-party modifications is outside of the support time and scope of the on-going application maintenance.

Workers Compensation

At the time of this agreement, we have no employees beyond the company owner, Justin Korn, and therefore do not carry workers compensation.

Limitation of Liability

Although there are limitations to the guarantees we can provide, your satisfaction is very important to us. Please read and understand our limits of liability before engaging in our services.

Although we strive for your website's optimal performance and security, we did not build the WordPress software or plugins used on the website.

For this reason, the Webmaster does not represent, guarantee or warrant that the functions contained in this website will be uninterrupted, error-free, free from loss, corruption, attack, viruses, interference, hacking, or other security intrusions, and the Webmaster disclaims any liability relating thereto.

To the extent not prohibited by law, in no event will the Webmaster be liable to the Client or any third party for any damages, including, but not limited to, any lost profits, lost savings, loss of data, business interruption, or incidental, consequential or special damages arising out of the operation of or inability to operate this website, however caused, even if the Webmaster has been advised of the possibility of such damages.

Confidential Information

The Webmaster acknowledges and agrees that the source materials and technical and marketing plans or other sensitive business information, as specified by the Client, including all materials containing said information, which are supplied by the Client to the Webmaster or developed by the Webmaster in the course of supporting the website, are



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to be considered confidential information. Information shall not be considered confidential if it is already publicly known through no act of the Webmaster.

Unauthorized Use and Program Licenses

The Webmaster is an independent contractor and not an employee, partner, joint author or joint venture of the Client; therefore any assets produced by the Webmaster in the course of supporting the Client's application is to be used only as the scope defines it, and is not to be modified for use beyond this scope. Such modification and/or use constitutes unauthorized use. The Client will indemnify the Webmaster against all claims and expenses arising from uses for which the Client does not have rights to or authority to use.

Warranty of Originality

The Webmaster warrants and represents that, to the best of his knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the Webmaster has full authority to make this agreement; and that the work prepared by the Webmaster does not contain any scandalous, libelous or unlawful matter. This warranty does not extend to any uses that the Client or others may make to the Webmaster's product that may infringe on the rights of others. THE CLIENT EXPRESSLY AGREES THAT THEY WILL HOLD THE WEBMASTER HARMLESS FOR ALL LIABILITY CAUSED BY THE CLIENT'S USE OF THE WEBMASTER'S PRODUCT TO THE EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS.

Disputes

In case of a dispute arising out of this contract, the parties agree to submit the matter to commercial mediation with a mediator of their choosing, each at its own expense. If the parties cannot agree to a mediator, each shall nominate one and the mediator shall be chosen by a coin toss conducted by a bystander. If mediation is not successful, then the parties agree to submit the dispute to commercial arbitration by an arbitrator of their choosing. If they cannot agree on an arbitrator, then each shall nominate one and the arbitrator shall be chosen by a coin toss.

Default Clause

This agreement is governed by the internal laws of the State of California and may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect.

