



[www.upgradeya.com](http://www.upgradeya.com)

## Web Maintenance Contract

Version 1.5

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We realize the importance of your online application and we want to be able give your site the necessary time and energy that it needs. The maintenance program is a great way to reserve our abilities for the foreseeable future.

### With Pre Pay Care you will receive:

- Guaranteed Response: For bugs / application issues / support / and maintenance.
- Guaranteed Labor Hours: To complete the work you need on time.
- Guaranteed Hosting: Provide behind the scenes maintenance which keeps your site and server running, up-to-date and secure.
- Online Work Request Tracking System: All work is tracked via our project management system at [redmine.upgradeya.com](http://redmine.upgradeya.com). Here you can view summaries and details of the work we are doing (updated daily). Simply send an email to your UpgradeYa contact, [service@upgradeya.com](mailto:service@upgradeya.com), or submit a "new issue" in redmine to submit a work request.

To begin the maintenance contract, contact us at [service@upgradeya.com](mailto:service@upgradeya.com) and we will prepare a customized contract through our freshbook.com invoicing system.

Once the contract has been agreed upon, you will receive an invoice for the corresponding package amount.

If you have questions, don't hesitate to call or email us:

Jacob Parrish

[jacob@upgradeya.com](mailto:jacob@upgradeya.com)

919.675.2262

David Parrish

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To learn more about our team and services, please visit [upgradeya.com](http://upgradeya.com)



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## Pre Pay Care

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Reserve UpgradeYa talent and resources with a guaranteed response time. When updates and bug fixes are critical to the success of your website, you can be sure that UpgradeYa will be there. This contract is similar to buying a “bucket” of hours.

### Hour Usage:

Guaranteed response time is determined by the Package selected as stated below. Hours that are not used within one year from the date the contract is accepted do not expire but the guaranteed response time is no longer valid. Hours not fulfilled can be added into a future package. Rollover hours will be scheduled for completion at UpgradeYa's discretion.

### Payment:

Payments can be made by check, credit card, Paypal, cash or bitcoin at contract acceptance.<sup>1</sup> Upon hours expiring, UpgradeYa will require another payment to refresh the maintenance contract. Refreshing the contract extends the contract expiration date by one year. Receipts will be sent to client upon bank approval and clearing. UpgradeYa estimates and tracks all used hours and will report updates notifying of account balance upon request.

### Package Levels:

Package	Initial Payment	Response Time *	Length of Agreement	Total Estimated Hours **	Hourly Discount
1	\$800	3 days	1 year	10	0%
2	\$2400	2 days	1 year	30	3%
3	\$4000	2 days	1 year	52	5%
4	\$5600	2 days	1 year	76	8%
5	\$7200	2 days	1 year	100	10%

### The Fine Print

- \* Response time is defined as UpgradeYa's attention and resources towards the issue, not completion of the specific issue. UpgradeYa will continue to allocate resources until the issue is resolved. Response time shows the longest time you will have to wait for a response. Most responses will be within a few hours.
- \*\* Estimated hours based on hourly rate of \$80 (before discount is applied). Actual hourly rate may vary based on the developer performing the work or if we discuss a base rate change in the future.
- “days” outlined above are standard Monday thru Friday business days.

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<sup>1</sup> We will give 10% discount for bitcoin payments. To learn more about bitcoin go to [www.bitcoin.org](http://www.bitcoin.org).

## Contract Terms and Acceptance

### Definition of Terms

**UPGRADEYA** - The Independent contractor David Parrish or Jacob Parrish or both.

**CLIENT** - The entity which enters into a contract with UPGRADEYA.

**REGISTRAR** - or domain name registrar, is an organization or commercial entity that manages the reservation of Internet domain names.

### Domain Names, Site Hosting, and Search Engines

In the event that UPGRADEYA coordinates domain name registration for CLIENT, upon confirmation of registration of the Domain Name with third party REGISTRAR, UPGRADEYA will provide REGISTRAR's confirmation documentation upon request. UPGRADEYA does not warrant registration of Domain Names. In the event that UPGRADEYA coordinates and/or recommends web site hosting services, other companies will provide these services. CLIENT understands that UPGRADEYA does not provide on site hosting services. UPGRADEYA shall not be liable to CLIENT or any of its customers for any claims or losses or damages of any and every nature, resulting from inability to register domain names, the loss of data, inability to access Internet, or inability to transmit or receive information, caused by, or resulting from, delays, failed servers, nondeliveries, or service interruptions whether or not caused by the fault or negligence of UPGRADEYA. UPGRADEYA cannot guarantee the ranking position of any URL submission to Search Engines.

### Web Browser, Monitor Resolution Default

CLIENT understand and agrees that all website pages will be designed for the largest desktop viewing audience at default 1024 x 768 pixel resolution unless otherwise stated. Production will be optimized and quality tested for the following browsers unless otherwise stated: Mac - (Latest two versions of Safari, Firefox, & Chrome) PC - (IE 7.x and above, Latest two versions of Firefox & Chrome). CLIENT understands that UPGRADEYA builds websites with [responsive design](#) capabilities but will only design for desktop viewing unless otherwise stated.

### Scope of Service

Copyrighting and/or copy-editing are not considered as part of the design process. CLIENT is encouraged to write copy for any and all website pages and other online promotional pieces. Any copy written by the CLIENT for the web site should be provided to UPGRADEYA for incorporation into the HTML coding of the CLIENT website. Preferable formats for copy content delivery are PDF and DOC.

### No Warranty

The developer content furnished under this agreement is provided on an "as is" basis, without any warranties or representations expressed, implied, or statutory; including, without limitation, warranties of quality, performance, non-infringement, merchantability, or fitness for a particular purpose. Nor are there any warranties created by a course of



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dealing, course of performance, or trade usage. UPGRADEYA does not warrant that the operation of the site will be continual, uninterrupted, or error free.

### **Payment of Fees**

CLIENT agrees to pay total fees as described in the Package Levels above.

### **Mediation**

If any dispute arises under this Agreement and the amount in controversy exceeds 5,000.00 USD, then such dispute shall be submitted to non-binding mediation in Raleigh, North Carolina or Charlotte, North Carolina. CLIENT and UPGRADEYA will each select a mediator. The two so selected mediators shall select a third mediator, and that third mediator shall hear and determine the controversy and render his or her decision. If any action or proceeding is commenced to construe this Agreement or to enforce the rights and duties created hereunder, then the party prevailing in that action or proceeding shall be entitled to recover its costs and fees in that action, as well as the costs and fees of appealing and enforcing any judgment entered therein.

### **Termination**

Either party may cancel this contract. If CLIENT cancels contract, fees paid to date are non refundable. If either party breaches its obligations under this contract, and such breach is not cured within ten (10) days following the date on which the other party (the "non-breaching party") delivers to the breaching party written notice specifying the breach, then at the election of the non-breaching party this Agreement shall terminate at the expiration of that 10-day period. Such election shall be made by the non-breaching party's delivering to the breaching party, within five (5) days after the end of that 10-day period, written notice of termination. Notwithstanding any termination hereunder, (a) CLIENT shall remain liable to pay UPGRADEYA the costs and fees that have accrued under this Agreement prior to the effective date of termination, and (b) all rights and duties of the parties shall survive the termination of this Agreement.

### **Association Rights**

CLIENT authorizes UPGRADEYA to use CLIENT's name, web site, web site logos and CLIENT testimonials for any and all advertising and promotional purposes in UPGRADEYA's brochures, newspapers and magazine advertisements, and on UPGRADEYA's web site as part of a design portfolio presentation.

### **Miscellany**

This Agreement constitutes the entire understanding between the parties. Only an instrument in writing signed by both parties can modify the terms of this agreement. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. It is intended that each paragraph of this Agreement shall be viewed as separate and divisible, and in the event that any paragraph shall be held to be invalid, the remaining paragraphs shall continue to be in full force and effect.

This Agreement shall be binding on, and inure to the benefit of, the parties' heirs,

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successors, assigns, and personal representatives.