

Website Maintenance Contract

This **Website Maintenance Contract** ("**Agreement**") is effective as of and is entered into by and between the following parties:

Service Provider

Client

Client and Service Provider are collectively referred to as the "**Parties.**"

1. Purpose

Client engages Service Provider to provide ongoing maintenance, technical support, and related services for Client's website at ("**Website**"). Service Provider accepts the engagement under the terms of this Agreement.

2. Term

This Agreement begins on and continues for , unless ended earlier under the Termination clause. After the initial term, this Agreement renews on a basis unless either Party gives at least days' written notice of non-renewal.

3. Maintenance Services

Service Provider will perform the following services during the term:

Service	Included Work	Frequency or Response Time
Platform maintenance	Apply routine updates to the Website's content management system, themes, plugins, extensions, or comparable components	

Security maintenance	Monitor for known vulnerabilities, apply available security updates, and perform reasonable malware checks	
Backup management	Create and retain Website backups	
Performance review	Review Website availability, broken links, errors, and reasonable performance concerns	
Content updates	Make minor text, image, link, or formatting changes supplied by Client	
Technical support	Respond to maintenance requests submitted by Client	
Reporting	Provide a summary of completed maintenance work and material issues identified	

Service Provider will use reasonable professional care in performing the services. Maintenance services do not include a complete Website redesign, custom development, search engine optimization services, advertising management, content creation, third-party software licensing, hosting fees, emergency recovery caused by events outside Service Provider's control, or work that exceeds the included service hours, unless the Parties agree otherwise in writing.

4. Change Requests and Additional Services

Client may request work outside the included maintenance services by submitting a written request describing the requested work. Service Provider will notify Client of the estimated fees, timeline, and any effect on the Website before beginning the work.

Additional services require Client's written approval and will be billed at per hour or at another agreed fixed fee. Service Provider is not required to begin additional work until the applicable approval is received.

5. Client Responsibilities

Client will provide accurate information, timely approvals, and access reasonably required for Service Provider to perform the services. Client is responsible for maintaining valid licenses, subscriptions, domain registrations, hosting arrangements, and third-party accounts unless this Agreement expressly states otherwise.

Client will designate as its authorized contact. Service Provider may rely on instructions from that person unless Client provides written notice of a replacement.

Client is responsible for reviewing completed changes and promptly notifying Service Provider of any errors or concerns. Client will maintain a current copy of all content and materials it provides to Service Provider.

6. Access and Credentials

Client authorizes Service Provider to access the Website, hosting environment, domain registrar, content management system, analytics tools, and other systems specifically identified as necessary to provide the services.

Service Provider will use access credentials only to perform this Agreement, keep them confidential, and limit access to personnel who need it for the services. Client may revoke or change credentials upon reasonable notice, provided that doing so does not prevent Service Provider from fulfilling its obligations.

7. Fees and Payment

Client will pay Service Provider a maintenance fee of per , payable . Invoices are due within days after the invoice date.

Fees for approved additional services, third-party subscriptions, hosting, software licenses, stock media, and other external costs are not included unless expressly identified in writing. Client will reimburse Service Provider for approved expenses supported by reasonable documentation.

Late payments may accrue interest at the lesser of % per month or the maximum rate permitted by applicable law. If payment remains overdue for more than days, Service Provider may suspend services after giving Client days' written notice.

8. Service Levels and Support

Service Provider will use commercially reasonable efforts to respond to reported maintenance issues within the response time stated in the Maintenance Services table. A response confirms that Service Provider has received the request and begun assessment; it does not guarantee that the issue will be resolved within that period.

Support is available during , excluding . Emergency support outside those hours is subject to availability and may be billed separately at .

Service Provider does not guarantee uninterrupted Website availability, compatibility with every device or browser, or that updates made by third-party providers will not affect Website operation.

9. Website Content and Intellectual Property

Client retains ownership of its pre-existing Website content, trademarks, logos, data, and other materials provided to Service Provider ("**Client Materials**").

Upon full payment of all amounts due, Client owns the specific Website updates and original work product created by Service Provider for Client under this Agreement, excluding Service Provider's pre-existing tools, templates, methods, code libraries, know-how, and materials developed independently of this Agreement ("**Service Provider Materials**").

To the extent Service Provider Materials are incorporated into the Website, Service Provider grants Client a non-exclusive, non-transferable license to use those materials solely as part of the Website. Client may not separately sell, distribute, or claim ownership of Service Provider Materials.

Client represents that it has the right to provide and authorize use of all Client Materials. Client is responsible for the accuracy, legality, and permissions associated with its Website content.

10. Confidentiality

Each Party may receive non-public business, technical, financial, or operational information from the other Party ("**Confidential Information**"). The receiving Party will use Confidential Information only to perform or receive services under this Agreement and will protect it using reasonable care.

Confidential Information does not include information that the receiving Party can demonstrate was already known without a confidentiality obligation, becomes public through no breach of this Agreement, is received lawfully from a third party, or is independently developed without use of the other Party's Confidential Information.

If disclosure is required by law, the receiving Party will provide advance notice where legally permitted and cooperate with reasonable efforts to limit disclosure.

11. Data Protection and Security

Where Service Provider accesses personal data through the Website or related systems, Service Provider will process that data only as necessary to provide the services and according to Client's documented instructions. Service Provider will maintain reasonable administrative, technical, and organizational safeguards appropriate to the nature of the access.

Client remains responsible for determining the legal basis for collecting, using, and disclosing personal data through the Website, including providing required notices and obtaining required consents. If applicable law requires a separate data processing agreement or similar document, the Parties will enter into one before Service Provider processes personal data beyond incidental access required for maintenance. External IT providers with access to personal data may require a written data-processing arrangement depending on applicable law.

12. Third-Party Services

The Website may depend on third-party hosting providers, plugins, applications, payment processors, email services, analytics providers, or other external services. Service Provider is not responsible for the availability, security, changes, failures, fees, or policies of third-party services.

Service Provider will notify Client when a third-party issue materially affects the Website and may recommend a reasonable response. Client is responsible for approving and paying for third-party services unless otherwise agreed.

13. Warranties and Disclaimers

Service Provider represents that it has the authority and professional ability to enter into and perform this Agreement. Service Provider will perform the services with reasonable skill and care.

Except as expressly stated in this Agreement, Service Provider does not make warranties regarding uninterrupted Website operation, security against all threats, search engine rankings, traffic, sales, revenue, legal compliance, or the performance of third-party services.

14. Limitation of Liability

Neither Party will be liable to the other for indirect, incidental, special, consequential, or punitive damages, including lost profits, lost revenue, lost data, or business interruption, arising from this Agreement.

Each Party's total liability arising from this Agreement will not exceed the fees paid or payable by Client to Service Provider during the -month period immediately before the event giving rise to the claim. This limitation does not apply to liability that cannot lawfully be limited, or to a Party's fraud, willful misconduct, or unauthorized use of the other Party's intellectual property or Confidential Information.

15. Indemnification

Client will defend and indemnify Service Provider against third-party claims arising from Client Materials, Client's Website content, Client's instructions, or Client's unlawful use of the Website, except to the extent caused by Service Provider's breach of this Agreement.

Service Provider will defend and indemnify Client against third-party claims that Service Provider's original work product created under this Agreement infringes a third party's intellectual property rights, except to the extent the claim arises from Client Materials, Client modifications, third-party services, or Client's instructions.

The Party seeking indemnification must promptly notify the other Party of the claim, permit reasonable control of the defense and settlement, and provide reasonable cooperation. The indemnifying Party may not settle a claim in a manner that imposes liability or obligations on the other Party without that Party's written consent.

16. Termination

Either Party may terminate this Agreement without cause by giving days' written notice to the other Party.

Either Party may terminate this Agreement for material breach if the other Party does not cure the breach within days after receiving written notice describing the breach. Service Provider may terminate or suspend services immediately if continued performance would be unlawful, unsafe, or reasonably likely to cause material harm to the Website or Service Provider's systems.

Upon termination, Client will pay all undisputed fees and approved expenses accrued through the termination date. Service Provider will provide Client with reasonable access to Client Materials and completed work product after payment of all amounts due. Clauses concerning payment, intellectual property, confidentiality, data protection, liability, indemnification, governing law, and any provisions intended to survive will remain effective after termination.

17. Independent Contractor

Service Provider is an independent contractor and not Client's employee, partner, agent, or representative. Neither Party may bind the other Party or make commitments on the other Party's behalf without prior written authorization.

18. Notices

Any notice under this Agreement must be in writing and delivered by personal delivery, recognized courier, or email to the addresses indicated in the first page of this Agreement, or to another address later designated in writing. A notice sent by email is effective when the sender receives confirmation that the email was delivered, unless the sender receives a failure notice.

19. Governing Law and Dispute Resolution

This Agreement is governed by the laws of , without regard to rules that would apply another jurisdiction's laws.

The Parties will first attempt in good faith to resolve any dispute through discussions between authorized representatives. If the dispute is not resolved within days, either Party may pursue available legal remedies in the courts located in , and each Party consents to that venue and jurisdiction.

20. General Terms

This Agreement is the entire agreement between the Parties regarding Website maintenance services and replaces prior discussions or agreements on that subject.

Any amendment must be in writing and signed by both Parties. A waiver is effective only if in writing and applies only to the specific circumstance stated. If any provision is unenforceable, the remaining provisions will remain effective, and the unenforceable provision will be interpreted as closely as possible to its intended effect.

Neither Party may assign this Agreement without the other Party’s written consent, except that either Party may assign it in connection with a merger, sale of substantially all assets, or similar business transfer. Service Provider may use qualified subcontractors but remains responsible for their performance under this Agreement.

This Agreement may be signed electronically and in counterparts. Each signed counterpart is treated as an original, and all counterparts together form one agreement.

Signatures

By signing below, the Parties agree to this Website Maintenance Contract.

Service Provider

Name

Date

Signature

Client

Name

Date

Signature



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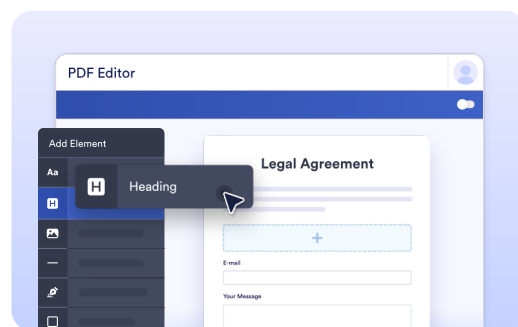
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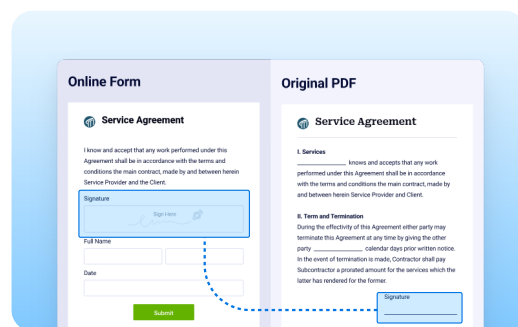
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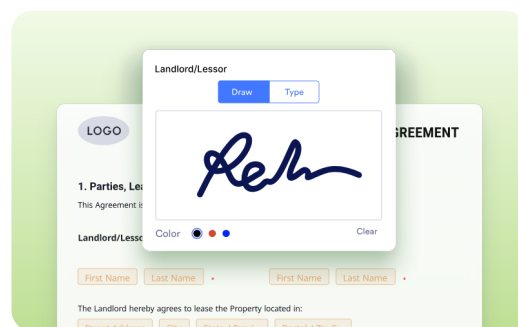
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