

Term All are a month-to-month contract. Payment can be paid in full at the time of signing the contract at a 5% discount, or every 30th day from your contract date.

Services Client shall engage MyNew Technologies for the maintenance of its currently existing world wide web site (the "Site") located at the following web address: http://www._____ (the "URL") for a maximum of _____ hours per month (an hourly maintenance rate defined in Appendix A will be applied thereafter).

Maintenance Plan Inclusions Maintenance agreement shall be performed according to the plan selection at <http://mynewtechnologies.com/maintenance-plans>.

Backups All maintenance plans include a full backup of Site monthly, as well as weekly backup of Site database. Proper access to hosting account will be provided by Client to MyNew Technologies for proper configuration of backup process. (Additional backups are available for an additional fee if required.)

Definition "Maintenance" is defined as keeping the website current. It is not intended for new development work.

Turnaround Updates are completed within 3 working days of the time they are received, except weekends and holidays. MyNew Technologies offers same day rush service if needed for an additional charge of \$50.00. Updates received after 3:00 P.M. PST are not scheduled until the next business day unless prior arrangements have been made.

Billing Increments Time is based on actual time involved in completing the updates. There is a one-half hour minimum charge for updates during the monthly billing cycle, after which billing is in fifteen minute increments.

Error Checking Although MyNew Technologies make every effort to make accurate changes, it is Client's responsibility to review updates and notify MyNew Technologies of any necessary changes that need to be made. MyNew Technologies does not charge for changes that are MyNew Technologies' fault. However, if a change needs to be made due to Client error, the regular maintenance time is applied.

Updates vs. New Development MyNew Technologies reserves the right to distinguish between "updates" and "new development". New development is charged at the same rate as your maintenance contract, but due to the nature of development projects, MyNew Technologies will not break a project up into only a few hours of work each month.

Communication Updates should be provided electronically (by maintenance request/email) as much as possible. Attachments should be in .txt or .doc (Word) format. Pictures need to be .jpg, png, or .gif. Updates may also be sent by postal mail or by fax. These require retyping data or scanning photos and will require more time to complete the changes.

Ticket System Client will be given access to a maintenance request ticket system, which contacts our maintenance team immediately when a new update is requested. Please supply, as much detail as necessary, as time spent communicating back and forth will be applied to maintenance time.

Rollover and Non-Use Monthly plans do not carry hours from one month to the next. These hours are reserved for your usage during the month, should you need them. There is no discount or refund if no updates are made to your site during a monthly maintenance cycle. We reserve your time whether it is used or not, and do not take on any more customers than we can effectively handle on a monthly basis.

Third-Party Software Your web site may be using third-party components (web site trackers, weather info-feeds, etc.). MyNew Technologies assumes no responsibility for loss of information due to actions of these sites. Any changes to Site stemming from regulations of these third party components will be billed as normal maintenance. (Example, A retail site might be connected to Authorize.net. If Authorize.net requires changes in the code, this will be billed as normal maintenance fees.)

Client Representations Client represents and warrants that the text, graphics, and photographs provided to MyNew Technologies for the Site are owned or licensed by Client, and that Client is authorized to use and display such items in the manner contemplated by this agreement. Client shall be solely responsible for the Site and materials on the Site and the validity of copyrights, trademarks, and ownership claimed by the Site.