## DIRECT ALLIED AGENCY

# WEBSITE MAINTENANCE PLANS

Depending on the plan selected, Direct Allied Agency will provide to its actively subscribed customers' website(s):

**Security** - setup, configuration and automated monitoring of security plugin. Includes firewall and automatic lockout of repeat incorrect password attempts.

Automated monitoring - setup and configure our systems to monitor the website 24/7 for uptime, downtime, security threats, configuration problems and website traffic data.

**Malware removal** - if we discover a malware attempt or installation, we will remove it and restore a fresh backup of the website if necessary. In rare cases, other viruses or hacking attempts may incur additional charges to remove and restore the website.

**SSL** - Ensure website SSL certificates are active and up to date.

Periodic website review - At the agreed interval, we will manually visit the website home page and main core pages to identify UX errors, responsiveness errors, and other bugs and conflicts. Most issues we find can be corrected quickly and easily at no cost, however in some cases, if the fix will take more than 1 hour to correct, this service may incur additional charges.

**Website backups** - at the agreed interval, we will backup and store all website files offsite in case they are needed to restore, or rebuild the website. We store backups from the previous 90 days. We also set backup intervals in the hosting server if possible, as needed.

**Update website systems** - at the agreed interval, we will MANUALLY update the website theme, core CMS version, and / or plugins installed. Professional or licensed versions of plugins may incur additional costs if requested by the client. We will test each new update version for compatibility and conflicts. This service does not include server side updates such as PHP versions, Apache etc.

**Email diagnostics** - we can help the client identify issues and bugs with email deliverability. Any work required to correct, setup, migrate and / or restore email will incur additional charges. **Reports** - at the agreed interval, we will configure an automated email report to be sent to the client. The report includes website uptime and downtime data, total updates performed, backups created, active plugins, active posts and comments, systems version data, security scans history and results, systems vulnerabilities data and site speed scan results. Keyword ranking data (SEO) and Google analytics data may be purchased additionally to be included in the report.

**Website edits** - at the agreed interval, we will update EXISTING website content currently displayed on the website. This only pertains to changing text, images, videos, sections and colors. Any graphic design work required will incur additional charges at 10% off the Direct Allied Agency hourly rate. The client may submit a round of edits in each interval, including multiple requests at one time. New website pages, designs, services, products, blogs and functionality may incur additional charges at 10% off the Direct Allied Agency hourly (or proposed) rate. Edit requests must be submitted on our website service page, or in a carefully

crafted email to <a href="mailto:support@directallied.com">support@directallied.com</a>, including supporting documents, images, screenshots and videos. Markup (markup.io) is a great tool that we encourage our customers to use when submitting a round of edits. Service requests submitted by any other means, or to any other email may be severely delayed, or not fulfilled at all.

**Human monitoring** - at the agreed interval, one of our trained staff members will analyze error reports, physically visit and test the website to identify website issues, respond to website outages, and manually test functions of the website AS NEEDED. Human monitoring is considered an upgraded service and not available in our Basic Website Maintenance Plan.

**eCommerce websites** are not eligible for our Basic Plan or our Upgraded Plan. eCommerce websites on our monthly maintenance plans are limited to 100 SKU items (each variation of a product). 100 additional variations of products can be purchased to be monitored and maintained in \$10 increments added to the customer's monthly payment.

Our Monthly Maintenance Plans may not cover all custom coded or custom developed systems, plugins, API, integrations or functionality. Maintenance to these items may incur additional charges to be updated, coded, monitored and / or maintained.

#### **PAYMENTS**

We require that monthly payments be made for Website Maintenance Plans in advance to ensure the website is monitored and maintained constantly. Payments should be setup on automatic payments, to ensure the continuous monitoring and maintenance of the website(s). At our discretion, our duty to monitor and maintain any website may end after one (1) day of non-payment, and the maintenance plan considered cancelled until payment is made. Payment reminders may be sent to the email address on file, and we will make a few attempts to contact you regarding any late or missed payments.

Annual payments are typically not allowed in order to avoid cancellation refunds. There are no prorated refunds or refunds of any type allowed with our website maintenance plans.

## **Restoring or Repairing Websites**

Direct Allied Agency will do everything possible to avoid any scenario where it becomes necessary to restore a website. If such a case arises, we will do our very best to restore the website to its original condition as quickly as possible. However, if there are unusual, unforeseen, or otherwise obscure circumstances requiring more time, tools or resources to recover, restore or repair the website, there could be potential costs passed on to the customer. Depending on the size, structure, hosting server, access and work required, a website can typically be restored anywhere from 10 minutes to approximately 48 hours in most cases.

#### **Disclaimers**

Although we will work diligently to repair or restore all customer websites if necessary, Direct Allied Agency will be held harmless, and are not responsible for any third party data breaches, theft of information or sensitive data from any server, system or website, hacking, malicious activity in any website, data breaches and any loss, damage or legal matters arising from activities in any website or server.

We use third party systems to administer our services and website maintenance plans to customers, and we also abide by the terms and policies administered by these websites/companies.

## **Upgrading / Downgrading Plans**

A website maintenance plan may be upgraded or downgraded at any time and for any reason. eCommerce websites are only eligible for one plan, with pricing based on 100 SKU (units) increments (\$10 per additional 100 SKU). The customer's website maintenance report will reflect the current plan selected, as will all services and benefits provided.

#### Cancellation

A website maintenance plan may be cancelled or discontinued at any time and for any reason. Website backups or other data may be transferred to our actively subscribed customers at any time during the duration of a paid subscription at a rate of \$50 per hour for work and time required to prepare and transfer any such data. Cancellation notices must be received by Direct Allied Agency via email to <a href="mailto:support@directallied.com">support@directallied.com</a>.

### **Definitions**

In these Terms Of Service, the **service provider** (Direct Allied Agency, LLC) of the aforementioned website maintenance plans will be known as "Direct Allied Agency," "company," "us." "we," our and/or "DAA."

In these Terms Of Service, the **subscriber** to the aforementioned website maintenance plans will be known as "customer," "subscriber," "you," "your" and/or "client."

The term "Website Maintenance Plan," "package" and/or "plan" is explained in this document, and refers to the service that DAA will provide to its subscriber(s) ONLY if a plan is selected, and paid up to current date by the subscriber. Direct Allied Agency has no liability or responsibility to these Terms & Conditions if no plan is selected AND paid to the current date. The term "website(s)" refers to ONE single digital property in which DAA is hired to maintain according to the terms stated above, and explicitly owned by the subscriber. The terms "server(s)," "system(s)" and "email(s)" refer to digital property which may be accessed by DAA in order to diagnose or repair problems as it relates to the subscriber's website. Such items are not included in the maintenance terms of this agreement.

These entire Terms & Conditions are directly related to the information contained within our own website service page, <a href="www.directallied.com/website-maintenance-packages">www.directallied.com/website-maintenance-packages</a>, AND hereby supersede any previous written, oral or previously understood agreements, deals or arrangements with Direct Allied Agency, LLC or its owners, representatives, employees or affiliates.

Please contact (918) 703-4174 or email <u>info@directallied.com</u> for any further questions, or to subscribe to this service.

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