Website Hosting Agreement

This agreement is between Wingard, LLC (hereafter the "Company") and your company and website URL listed on your invoice (hereafter the "Client").

Section 1 - Terms, Coverage, and Service

This agreement, by and between the Client and Wingard (the "Company"), is for website hosting and basic maintenance services. A monthly or annual fee (as elected by the Client) will be invoiced by the Company to the Client for the amount of the elected level of service. The Client agrees to remit payment within 15 days of receipt of the invoice for Services under this Agreement. Services not explicitly covered under the terms of this Agreement are subject to be charged at the Company's then-current hourly rate.

This Agreement, effective as of the date listed on the Client's invoice, is for a period of one year and shall renew automatically until terminated by one of the parties. This Agreement may be terminated by either party upon 60 days written notice to the other. If either party breaches any material obligation provided hereunder (including payment for services) and the breaching party fails to cure such breach within ten (10) days of receipt of the notice, this agreement may be immediately terminated. This Agreement may be terminated immediately by Company if the Client fails to cooperate with Company or actively hinders Company's ability to perform.

For the duration of this Agreement, the Client agrees that Company will be the sole third-party provider of maintenance services for the website (but not for email, shared internal servers, and other peripheral services) and no other party will have access to or rights to change the website. If a party other than the Company makes changes to the website, any errors that are created that must be repaired will be invoiced to the Client at the then-current hourly rate and in the manner specified above.

The Website covered by this agreement is limited to only the domain or subdomain listed above. Other domains or subdomains are not included or covered by this agreement. Each additional domain or subdomain required by the Client will require a separate agreement between the parties. For the avoidance of doubt, an example of a domain is www.youcompany.com. An example of a subdomain is abcd.yourdomain.com which would be distinct from wxyz.yourdomain.com

Section 2 - Included Services

Services included in this agreement are as follows:

- Website hosting (files, CMS software, and up to 25,000 visits[1] per month)
- Daily backups for the last 30 days
- On-demand backups when necessary
- Around-the-clock scans for known vulnerabilities and notifications to take action
- Automatic WordPress core updates to ensure the latest security patches are installed
- Strong password enforcement
- Production, staging, and development environments to allow for website updates without fear of impacting the live site
- Free SSL certificate installation
- Content delivery network to load images and other media faster
- Manual plugin updates 1-3 times per year

Section 3 - Services Not Included in this Agreement

- Troubleshooting or technical support to website design, platform, or plugin(s) required as a result of the Client's regular use of the website
- Automatic plugin updates
- New design elements for the website
- Content changes or updates for the website
- New features or functionality for the website
- Email hosting

Should you require any of the services listed above that are not included in this agreement, please contact your account executive or **web@wearewingard.com**.

Section 4 - Access

The Client hereby authorizes the Company to access their web hosting account, providing active username/password combinations for access to the server via FTP, hosting account admin, website CMS admin, and any other secure areas required to perform the "Included Services" listed above.

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[1] "Visits" is the number of unique IP addresses seen in a 24-hour period. The number of visits in a given month is the sum of those daily visits during that month.

Section 5 - Limits of Liability

The Client recognizes and hereby affirms that website maintenance is an imprecise science that requires diligent adherence to best practices to stay ahead of constantly emerging threats to Websites. By the very nature of the changing landscape of internet security, the Company cannot completely protect Client's Website from every future threat. Even with diligent preventive maintenance, there is the possibility that a Client Website may be compromised by malware, DDoS attacks, viruses or other CVEs. Although the Company will use commercially reasonable efforts to repair a Client Website after an attack, under no circumstance shall the Company be liable to the Client or any third party for business interruption, lost profits, lost opportunities, or any other incidental, special, or consequential damages irrespective of the theory under which such action is brought, whether it was caused or allegedly caused by the negligence of the Company, or whether or not the Company has been advised of the possibility of such damages.

Section 6 - Browser Support

Website development and maintenance includes support for browsers that adhere to basic web standards such as the latest versions of Safari, Firefox, Chrome, and Edge. Support for additional browsers or earlier versions of these browsers is not included in this scope.

Section 7 - Service Level Agreement

Service Availability
The Company will provide service availability of 99.95% ("Service Availability"), calculated on a calendar month basis. The Service Availability will be calculated as follows:

(Total number of minutes Service is available in a calendar month) + (Excused Downtime)
DIVIDED BY
(Total number of minutes in a calendar month)

Excused Downtime
- Scheduled outages or Force Majeure events
- Downtime caused by a non-standard environment, Client machine access, Client's violation of the agreement, Client authored code or changes to the Website by parties other than the Company
- Emergency maintenance (e.g. in order to apply a patch to address a security vulnerability)

- Maintenance that is performed during the below schedule

Service Maintenance Times - 11pm to 5am Eastern Standard Time
If the Service Availability does not exceed the requirements set forth above, the Client's sole remedy shall be a pro rata rebate of that portion of the time that the service was not available.

Section 8 - Payment Collection

The services outlined in this agreement will be billed to the Client's account annually. Once the Client has submitted their Payment Form through the ChargeKeep web app, their credit card will remain on file and will automatically be billed on their date of renewal each year, unless the Client chooses to cancel their hosting subscription. The Client will receive a reminder email three (3) days before their card is charged.

At any time, the Client may update their credit card information or check their subscription status, next billing date, and total charges by visiting the **Customer Portal**.