

# eWrite<sup>®</sup> Essentials [CMS]

- Standard Web Site Maintenance Agreement -



**Name:** (Contact)

Company/Client:

Address:

Phone:

Web address:

E-mail:

To make clear our mutual understanding of the Web design and maintenance project, the following are the terms of our agreement:

**Work Authorization:**

The above-named client is engaging eWrite<sup>®</sup> Essentials [CMS], located at Faraday Court, Rockborough Avenue, Old Blackrock Rd., Cork, Ireland, as an independent contractor for the specific purpose of providing Web Site Maintenance for the client's web site located at \_\_\_\_\_. The client hereby authorizes eWrite<sup>®</sup> Essentials access to this site, and "write permission" for the client's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for the above said purpose.

**Maintenance Service and Fees:**

eWrite<sup>®</sup> Essentials [CMS] will provide the client with monthly Web site maintenance service as described below for a period of \_\_\_\_\_ months beginning on \_\_\_\_\_. The cost of this service will be € (by agreement) per month.

**Description of Maintenance Service:**

eWrite<sup>®</sup> Essentials [CMS] will provide the client with up to two hours of Web site maintenance per month. This service will include: minor changes or updates of text, replacement or insertion of graphic or photo images, and other such Web site maintenance not to exceed two hours of service time.

**Fee Payment Schedule:**

Maintenance fees are due and payable on the following schedule: One month's fee paid upon signing this agreement. The monthly fee will be paid by direct debit by the 15th of the month prior to the month changes are due. This fee will cover the following month beginning with the first day of the month. Statements will be sent via e-mail.

**Timeliness of Content Provided to eWrite<sup>®</sup> Essentials [CMS]:**

The client must supply eWrite<sup>®</sup> Essentials [CMS] complete text and graphics content on disk or as an email attachment for the client's site by the 15th of the month prior to the month changes are due.

**Completion Date:**

Provided the client meets the content deadline (15th of the month prior to the month changes are due), changes, corrections and updates will be completed by the 30th of the month prior to the month that changes are due. If the scope of the changes, updates and corrections is extensive, eWrite<sup>®</sup> Essentials [CMS] will notify the client via email with a date for completion within a week of receipt of the content.

Private & Confidential

Assignment of Project:

eWrite<sup>®</sup> Essentials [CMS] reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

Legal:

eWrite<sup>®</sup> Essentials [CMS] does not warrant that the functions contained in these Web pages or the Internet Web site will meet the client's requirements or that the operation of the Web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web pages and Web site is with client. In no event will eWrite Essentials [CMS] be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental.

Copyrights and Trademarks:

The client represents to eWrite<sup>®</sup> Essentials [CMS] and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to eWrite<sup>®</sup> Essentials [CMS] for inclusion in Web pages are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend eWrite<sup>®</sup> Essentials [CMS] and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

Laws Affecting Electronic Commerce:

From time to time the Irish Government enacts laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with laws, taxes, and tariffs, and will hold harmless, protect, and defend eWrite<sup>®</sup> Essentials [CMS] and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet commerce.

Copyright to Original Art Work & Computer Code Created:

Rights to photos, graphics and source code created by eWrite<sup>®</sup> Essentials [CMS] are specifically not transferred to the client and remain the property of their respective owners. The client is however licensed to use these works as long as they are used in connection with the client's Web site. eWrite<sup>®</sup> Essentials [CMS] and its subcontractors retain the right to display graphics and other Web design elements created for the client as examples of their work in portfolios.

Sole Agreement:

The agreement contained in this "Standard Web Site Maintenance Agreement" constitutes the sole agreement between eWrite<sup>®</sup> Essentials [CMS] and the client regarding this Web site. Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract will be honoured for six (6) months after both parties sign this contract. Continued services after that time may require a new agreement.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the client:

\_\_\_\_\_ Date: \_\_\_\_\_

On behalf of eWrite<sup>®</sup> Essentials [CMS]:

\_\_\_\_\_ Date: \_\_\_\_\_