



# Perdue Vision LLC

## HOSTING & MAINTENANCE AGREEMENT

Most sites are hosted on a shared server solution like GoDaddy, Hostgator, 1&1, and Bluehost. Our VPS (Virtual Private Server) allows your site to outperform these shared hosting solutions with faster load times and easier navigability thus putting your site above that of your competition. If you have ever seen a site take 8 seconds or more to load, this is often due to a shared web hosting plan or a website that has not been optimized. VPS hosting will provide your website with quick load times for better search engine optimization (SEO) and a better user navigation experience for your visitors. The VPS packages below are recommended for content management systems (CMS) and e-commerce websites running on Drupal, Wordpress, Joomla, Magento, OpenCart, and other similar platforms. If your site is a content management system or is database driven, you should defiantly consider a VPS server. All of our VPS packages can include CMS maintenance, backups and updates (security, core, theme, widgets and plug-ins) to ensure that your website is always up-to-date and secure without risk.

### NON MAINTENANCE HOSTING:

#### VPS HOSTING OPTION A. - \$250 annually

(Websites sized UNDER a gigabyte) Your site will be hosted on a VPS (Virtual Private Server). This is an optimized, fast loading website hosting solution. This hosting option does not includes website backups, security updates, core updates, theme updates, widget updates, plug-in updates, and protection from malware. Should your site become hacked, attacked or have issues from not receiving maintenance or updates, the cost for repair is the clients responsibility and billed at our hourly rate of \$100 - \$150 per hour depending on level of support needed.

#### GODADDY SHARED HOSTING. - \$150 annually

(Websites sized UNDER a gigabyte) (Godaddy Shared Hosting Solution) Your site will be hosted on a shared hosting solution that provides great value for our price conscience clients. Website maintenance is not included however. If you have a cms website (Wordpress, Joomla and etc) we recommend getting a plan that includes maintenance. This hosting option does not includes website backups, security updates, core updates, theme updates, widget updates, plug-in updates, and protection from malware. Should your site become hacked, attacked or have issues from not receiving maintenance or updates, the cost for repair is the clients responsibility and billed at our hourly rate of \$100 - \$150 per hour depending on level of support needed.

\* These services are good 1 year out from paid invoice date. \*\* Invoices are emailed 30 days prior to the due/expiration date. If payment is not received on or before the due date, services will be suspended and a late fee will be assessed. If payment is not received within 15 days of due date, the site will be removed from the server, and additional fees will be assess should the client want the website reinstated.

**DOMAIN NAMES - \$35 annually** - Perdue Vision LLC will renew your domain name annually. We will let you know every year when it is time for renewal to ensure you want to keep the domain name or let it expire. Included with the domain name management we can forward the domain name, setup DNS, and adjust MX records per client request. You are the registrant and own your domain name even though it is in our account. All domain names are set to expire until payment is received. If you do not make payment prior to the expiration of the domain name, Perdue Vision reserves the right to sell the domain name, use the domain name or allow it to expire. Once expired there is no guarantee that it can be recovered and additional billing may occur. Domain names have even been reassessed as a premium domain name and pricing increased exponentially.

**EMAIL.** - Perdue Vision LLC no longer offers email service. We do however setup emails in G-Suite (Gmail) for our customers because this is the most reliable email provider that we have found. G-Suite is also the easiest to setup and maintain across multiple devices and email clients. Setup and maintenance of these accounts are billed at our hourly rate of \$100 - \$150 per hour depending on level of support needed. We require a customers credit card on file with Gsuite as they will bill you directly for the email service. G-Suite can and has in the past increased pricing which is beyond the control of Perdue Vision LLC.

### HOSTING WITH MAINTENANCE:

#### VPS HOSTING OPTION B. - \$365 annually

(Standard Websites sized UNDER a gigabyte)

#### VPS HOSTING OPTION C. - \$565 annually

(Standard Websites sized OVER a gigabyte)

Your site will be hosted on a VPS (Virtual Private Server). This is an optimized, fast loading website hosting solution. Includes weekly backup of all the files and database of your site. If your website experiences a security breach such as malware, your site will be rolled back to the last backup and patched (may take longer then allotted capped hours and incur additional billing). Content and image updates to website included within allotted hours. cPanel is included and gives you complete control of your website hosting including access to files, databases, diagnostics and more (per client request). Please review "agreement formalities" to ensure client awareness. 30 minutes is allocated per website per month for technical, maintenance, and content updates. VPS hosting includes a free annual SSL certificate. Additional time over 30 allotted minutes is billed at an hourly rate of \$100 - \$150 depending on level of support needed. If you do not use your monthly 30 minutes a month, they do not roll over.



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### MAINTENANCE AGREEMENT

Contact Name \_\_\_\_\_ Company Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
E-mail address(es) \_\_\_\_\_  
Website(s) \_\_\_\_\_

### WEBSITE MAINTENANCE CAN INCLUDE:

All of these features may incur additional hourly billing. See below agreement formalities for your allotted hours per month per website below.

- Core security updates, Theme updates, and Plugin updates (Per Customer Request)
- Browser compatibility support for all current and industry standard desktop and mobile compatibility browsers.
- Theme compatibility support for future versions of CMS (content management system)
- Daily cPanel backups (files plus databases), providing a 30 day archive on external cloud storage. After 30 days, archive will be removed to restore space. Only applies to VPS HOSTING MAINTENANCE OPTIONS.
- Uptime Robot automated monitoring alerts of home page every 5 minutes after 2 failures to load website properly.
- Includes daily security scanning of your website to prevent malware or hacking attempts.
- Security & Compliance Services. Solid security is essential when it comes to web hosting. Whether you're securing your site with an SSL, filtering for spam, or more - we've got you covered. Firewalls & VPN. Ensure business resiliency by protecting your servers from malicious Internet traffic. DDoS Attack Prevention. Real-time monitoring mitigates traffic to shield your website and server from sudden attacks. Data Protection. Server Protection. Hardened configurations provide time-saving modifications to your OS enhancing security, reliability, and compatibility. Web Application Protection. A web application firewall requires no additional hardware and delivers stability to web applications with customized rules.
- If your website experiences a security breach such as malware and we are unable to repair it, your site will be rolled back to the last backup and patched.

### AGREEMENT FORMALITIES:

1. The above-named company (referred to as "client" in this agreement) is engaging Perdue Vision LLC, located at 5215 Palmero Court Suite 100 Buford Ga 30518, for the hosting and or maintenance of the specified websites listed on invoice.
2. Perdue Vision LLC includes the following elements (PER WEBSITE - PER MONTH) in the maintenance agreement:
  - **VPS HOSTING OPTION A** - This option includes no maintenance (hosting only). All maintenance is billed at \$100 - \$150 per hour depending on level of support needed (tier 1 vs tier 2 support)
  - **VPS HOSTING OPTION B & C** - 30 minutes is allocated per website per month for technical maintenance updates (see bullet list above), e-mail and phone consultations. Additional time is billed at \$100 - \$150 per hour depending on level of support needed (tier 1 vs tier 2 support)
  - **VPS HOSTING OPTION D** - This option includes no maintenance (shared hosting only). All maintenance is billed at \$100 - \$150 per hour depending on level of support needed (tier 1 vs tier 2 support)
  - **VPS HOSTING OPTION B & C** - Website content, text, images and all other content updates are considered a content management request and are included in with these options.
  - Any hours not utilized at the end of the month do not roll over and can not be utilized for other maintenance or projects.
  - Email does not fall within hosting and maintenance support.
3. Fees to Perdue Vision LLC are due and payable on the following schedule: 100% of the website maintenance cost (for each website) is due before the month maintenance is to begin. A credit card on file is required for any domains, email, hosting and maintenance package.
4. Perdue Vision LLC reserves the right to assign subcontractors when necessary.
5. Perdue Vision LLC does not warranty that the functions contained in these web pages or the Internet website 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 website is with client. In no event will Perdue Vision LLC be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if Perdue Vision LLC has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
6. The client represents to Perdue Vision LLC and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Perdue Vision LLC 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 Perdue Vision LLC and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.



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7. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Perdue Vision LLC and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.
8. Perdue Vision LLC reserves the right to charge the credit card on file for the agreed upon cost associated with regards to email, domain and website hosting and maintenance renewals. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by Perdue Vision LLC. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Buford GA, and any dispute will be litigated or arbitrated in Gwinnett County, Georgia.
9. Perdue Vision LLC is not responsible for search engine ranking of any client websites unless agreed upon in a separate SEO/SEM contract.
10. Perdue Vision LLC will not be held liable nor endorses any third party payment gateway feature or configuration during the execution of any project or website hosting.
11. In the circumstance that malware is detected or client requires or requests a website restoration, the date and time of the restoration image is based upon the available backup archive.
12. Outside Domain registration (domains not registered in our account), access and or DNS is the sole responsibility of the client. Any website issues arising from Domain name management issues are not the responsibly of Perdue Vision LLC, unless the client has a separate agreement with Perdue Vision LLC for domain management. Perdue Vision LLC does not maintenance domains outside of our account.
13. Perdue Vision LLC reserves the right to cancel this agreement at any time, with or without reason.
14. Perdue Vision LLC must receive client modifications or cancellations of this agreement at least 30 days prior to the renewal date of the execution of this contract. Any additional work not specified in this contract must be authorized by a written change order.
15. Terms, conditions and pricing are subject to change at any time, with or without reason. Please see updated Terms and Conditions at [www.perduevision.com](http://www.perduevision.com).
16. Client will automatically be billed on a annual basis per the selected hosting and maintenance plan and agreements will automatically renew with the same conditions unless Perdue Vision LLC or the Client provides a written request within 30 days of the expiration of this agreement. If Perdue Vision LLC or the Client do not provide a written request regarding this contract, a new annual agreement will begin adhering to the current terms and conditions outlined on [www.perduevision.com](http://www.perduevision.com). E-mail cancellations must come from the contact e-mail address registered (in this agreement). Cancellation does not absolve client of any outstanding financial obligations to Perdue Vision LLC past due or future. If payment for the selected plan is not received within 30 days of the due date, Perdue Vision reserves the right to cease all service and terminate all client data.
17. Perdue Vision LLC requires full cooperation and responsive communication with the client. If contact information changes, Perdue Vision LLC needs be informed of change to ensure continued maintenance and adherence to this agreement. All issues or questions pursued by Perdue Vision LLC must be responded to by said contact within 5 business days to ensure optimum maintenance agreement contract adherence.

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

### Client Authorized Signature

Name \_\_\_\_\_ Date \_\_\_\_\_ Title \_\_\_\_\_

### Perdue Vision LLC (Authorized signature)

Name William J. Perdue III Date 1/14/2019 Title Owner Perdue Vision LLC