



# Pier5 Continuity Plan Contract + Hosting

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- Revised date: March 20, 2021
- [customer name]

Between Pier5, LLC and you [customer name]

## Summary:

As with when we created your website, we will do our best to fulfill your needs and meet your expectations. But it's important to have everything written down related to the execution and maintenance of your continuity plan so that we both understand and agree to what's what, who should do what and when, and what will happen if something goes wrong. Once again, you won't find in this contract any complicated legal terms or long passages of unreadable text. We've no desire to trick you into signing something you might later regret. What we do want is what's best for both parties, now and in the future.

So in short;

You (**[customer name]**), located at **[customer address]** are hiring us Pier5, LLC located at **8649 Ruffin Ct, Manassas, VA 20109** to provide you monthly website maintenance services of the Continuity Plan initialed at the end of this contract for a monthly price of **\$95 (Standard Plan with hosting) or \$200.00 (Premium Plan with hosting)**. Of course, it's a little more complicated, but we'll get to that.

## What do both parties agree to do?

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*You:* You have the authority to enter into this contract on behalf of yourself, your company or your organization. You'll give us all content (in the format we need) and information we tell you we need to complete any edits or updates to your site. Multiple updates/edits will need to be prioritized in order for us to best serve you. You'll review our work, provide feedback, and approval in a timely manner.

You also agree to adhere to the payment schedule set out at the end of this contract.

*Us:* We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavor to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us. All edits and updates are subject to review and will be completed during the allotted time of the plan you have selected.

## Summary of Plans

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### **STANDARD PLAN: \$95 /MONTH**

Lightning Fast Hosting on our Dedicated Servers

Monthly Customized Site Reports

Email Support (48hr response time)

Wordpress/plugins/theme updates

Enhanced Site Security

Premium Remote Automated Backups

**60 minutes of edits per month**

### **PREMIUM PLAN: \$200 /MONTH**

Lightning Fast Hosting on our Dedicated Servers

Monthly Customized Site Reports

Email Support (48hr response time)

Wordpress/plugins/theme updates

Enhanced Site Security

Premium Remote Automated Backups

**120 minutes of edits per month**

**Uptime Monitoring**

**Premium Daily Performance Check**

**SEO Recommendations and Implementation**

**Customized Google Analytics Report**

**WooCommerce Metrics (if applicable)**

**Ongoing Website Improvement Suggestions**

# Feature Details

## Hours of Edits and Email Support

We will provide site edits and updates to your site within the scope of what can be accomplished with your chosen support plan. Adding/updating photos, editing textual content, and modifying page layouts are some examples of site modifications we can provide under these plans. If you go over your Continuity Plan's minutes of edits (60mins/120mins) you will be charge at our hourly rate (\$100/per hour) for these changes.

## Website Hosting

If you choose to host with us, we host your website via Cloudways managed hosting on Vultr High Frequency dedicated servers. This means your website loads super quick and remains completely secure. However, if something does go wrong we have a direct line to support and can resolve your issues without any actions required from you.

## Storage Capacity

We provide up to 10GBs of storage per client – most of our clients use less than 1GB. If more storage is required, an additional cost of \$15 per GB per quarter will be required.

## General Updates

We will maintain your Wordpress website's plugins and 3<sup>rd</sup> party programs, updating them to the latest version where applicable. This is an essential component of maintaining website performance and security.

## Monthly Reports

We will send you comprehensive, digestible reports of everything we've done for your site over the past month. This includes plugin updates, content edits, and performance and security reports.

## Enhanced Site Security

In addition to the standard Wordpress login protection, we will set up automated security checks to scan your website for malware and detect if your website has been blacklisted. Any problems will be immediately reported to you via email and we will provide recommendations as to how to proceed.

## **Automated Backups**

We will take daily, incremental backups of your website, with each day's backup stored on a secure off-site server (in either the US or EU) for 90 days. This means we can restore your site from almost any state, with minimal-to-no loss of data.

## **Uptime Monitoring**

In the unfortunate event that something goes wrong with your website or hosting service, you (and we) will immediately receive a notification that something is up (or down, as the case may be). We will resolve any issues as soon as possible.

## **Performance Check**

Slow websites always impact the user experience and can sometimes be a deal breaker for a potential client. Performance checks are the most efficient way to detect potential issues with bandwidth bottlenecks and unoptimized webpage elements. With this, we can take steps to ensure that everything about your website is presented as effectively as possible.

## **Search Engine Optimization (SEO) Tracking**

Your website's visibility on the internet is largely dependent on keywords that pertain to your site and its content. With SEO tracking, we can easily collate all your site's keywords and track your search ranking compared with your competitors.

## **Customized Google Analytics Report**

With the power of Google, we can run custom reports on people visiting your site. Not only will this give you awareness on your website, but also allows you to make agile changes to your site to best meet the needs of your target audience. After discussing your needs, we will send you a monthly report of things that matter to you most. Of course, at any time, you can request that we add/remove any information.

## **Website Improvement Feedback**

The web is never static — Business is the same way. We want your business to be successful and agile in the changing market. By giving ongoing feedback, we can help you keep up with trends, improve your visibility, and provide data to keep you and your business moving forward!

# Payment Schedule

We're sure you understand how important it is to be paid on time. With this contract you are agreeing to pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment scheduled.

We issue invoices electronically on the 20<sup>th</sup> of December, March, June, September for the next quarter's service. Invoices are due on the 1st of the invoiced month.

If the continuity service is started any day during the month except the 1st, you will be charged only for the days of the month that you used the service. We will prorate that month's fee according to the number of days you use our service for the quarter.

All plans are listed in US dollars and if applicable, payments will be made at the equivalent conversion rate at the date the transfer is made. If applicable, you agree to pay all charges associated with domestic and international transfers of funds. The appropriate bank account details will be printed on our electronic invoice. If payment is not received by the 5<sup>th</sup> day of the first month of the invoiced quarter, we reserve the right to charge a 10% late fee.

If payment for current invoice is not paid by the 10th day of the first month of the invoiced quarter, we reserve the right to terminate this contract and cease our services immediately.

## Ending this Contract

While we'd hate to see you go, if at any time you wish to cease the use of our continuity services, a request must be sent to us ([support@pier5.co](mailto:support@pier5.co)) in writing. The request must be submitted before the 20th of the last service quarter's month in order to avoid being invoiced for the next quarter. Once the next quarter's invoice has been sent, service for that invoiced month cannot be stopped.

Once your request has been received, you may continue to use our continuity services for the quarter that you've been invoiced for and we will end this contract and our services at the end of the last day of the invoiced service quarter.

Pier5 also reserves the right to cancel this contract at anytime. If in that unfortunate event, we will provide the latest backup of your website and cancel this contract.

We will not be responsible for the transfer of your website or your server data to another service provider, but we are happy to provide your latest website backup to you.

## Legal stuff

We can't guarantee that our work will be completely error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

We cannot be held liable if your website is used or be used as an intermediary source to post illegal, malicious, or harmful/discriminatory content. If you are hosting such content, we will advise you to remove said content. If appropriate actions are not taken to remove this content, then we will be forced to take down your website and cancel this contract.

While we can provide backups of your website, we shall have no liability to you or any other person for loss, damage or destruction of any of your content. The Hosting Services are not intended to provide a PCI (Payment Card Industry) or HIPAA (Health Insurance Portability and Accountability Act) compliant environment and therefore should not be used or considered as one. That being said, we do assist with setting up gateways to services that are PCI compliant.

Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

## Copyrights

You guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you have permission to use them.

You'll own the visual elements that we create for this project. If asked, we'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy.

## But where's all the horrible small print?

If you need to transfer this contract to anyone else, you will need to get our written permission so that this contract can stay in place and need not be

amended. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious, and this contract is a legal document under exclusive jurisdiction of legal courts. By you signing this agreement you agree that any part of this agreement shall be governed by the laws of the Commonwealth of Virginia. Any litigation arising out of this Agreement shall be conducted in a forum located within the Commonwealth of Virginia, County of Prince William.

## The dotted line

By signing, all parties agree to abide by all terms and conditions set out in this contract.

*Please initial which Continuity Plan you are signing up for.*

### Continuity Plan with Hosting

\_\_\_\_\_ Standard Continuity Plan (\$95/per month)  
*\*billed quarterly*

\_\_\_\_\_ Premium Continuity Plan (\$200/per month)  
*\*billed quarterly*  
*Everyone should sign above and keep a copy for their records.*

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Signed by and on behalf of **Pier5**

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Signed by and on behalf of  
**[customer name]**

Date \_\_\_\_\_