

DRUPAL WEBSITE MAINTENANCE AND SUPPORT AGREEMENT



myDropWizard
.com

This Drupal Website Maintenance and Support Agreement, (hereinafter, "Agreement") is entered into on ____ day of _____, 2017, between the parties, myDropWizard, Inc., a Delaware Corporation, (hereinafter referred as "Provider,"), and John Doe Plus, Inc., a Wisconsin Corporation, (hereinafter referred to as "Client"), with said agreed upon terms and conditions listed below within this Agreement.

The Agreement is considered legally executed and shall be effective on the date both parties sign and complete the signature blocks at the end of the Agreement and the first full payment is made pursuant to Section VIII (A).

PROPER PARTIES FOR NOTICE PROVISIONS WITHIN AGREEMENT

myDropWizard, Inc.
c/o David Snopek
310 E. Buffalo St., Suite 137
Milwaukee, Wisconsin 53202
david.snopek@mydropwizard.com

Client Company
c/o John Doe
Address
City, State, Zip
client@gmail.com

WHEREAS, Client desires to obtain from Provider the maintenance and support services as set forth below in one of the three tier level plans (1 of 3) selected below by Provider based on their service needs;

WHEREAS, Provider is willing and able to provide such maintenance and support services at the tier level plans Provider selects; and

WHEREAS, each of the three (3) tiers level plans are based upon: 1) maintenance and support for Drupal 6, AND Drupal 7 or 8, 2) a monthly agreement and upfront monthly fee, 3) a set core amount of services that apply to all tiers, and 4) and quality Drupal experts (i.e. Provider) to call on according to Client's small business or large enterprise needs as you, the Client, choose in the tier level that suits such needs.

SECTION I: DEFINITIONS OF TERMS UTILIZED IN THE THREE (3) TIER LEVEL PLANS.

A. Basic One-off Maintenance Tasks:

Includes changing site configuration, updating Drupal core or a popular contrib module, debugging an error, problem or performance issue, and minor appearance changes to the theme. MUST BE changes to existing features and functionality of the site. DOES NOT include creating new functionality. As a rule of thumb, each task would take an *Expert Drupal Developer* (Provider) with wizard skills less than 30 minutes. Covers ONLY Drupal core and contrib module code - NOT custom code.

B. Critical use cases:

Use cases will be identified by the Client during on-boarding, which will entail the activity that users and/or visitors must be able to perform on the site. Upon identification of the "use cases", the Client will sign off on the

specific “use cases,” which will be drafted and attached as **Amendment A** to this Agreement becoming part and parcel of this Agreement pursuant to the terms governed in **Amendment A**.

C. Critical Maintenance Tasks:

Fixing any issue that prevents a user or visitor to the site from performing a critical use case, getting the site back online in case of outage, updating Drupal core or any contributed modules for a Security Update/Patch, Remediation in the case the site is hacked.

D. Core and Contributed Modules (popular vs. unpopular vs. uncommon):

Drupal core and contributed modules hosted on Drupal.org. Popular modules are the top 200 according to the usage statistics on Drupal.org. Uncommon modules are those with fewer than 2,000 downloads. All other modules are considered unpopular. Any exceptions to these classifications will be made during the Site Audit.

E. Security Updates/Patches:

Security releases of Drupal core or contrib projects on Drupal.org with corresponding Security Advisories from the Drupal Security Team. For Drupal 6, these are patches that fix security vulnerabilities from myDropWizard, Inc., or the other Drupal 6 Long-Term Support vendors.

F. Non-security Updates:

New release of Drupal core and contributed projects on Drupal.org which aren't marked as security releases and don't have corresponding Security Advisories from the Drupal Security Team.

G. Custom Code:

Includes custom Drupal modules (written by the client or other vendors) or any Drupal modules which aren't full projects on Drupal.org (ex. sandbox projects) and any custom patches made to Drupal core or contrib modules that cause its code not to match an official release on Drupal.org.

H. Bucket of Developer Hours (for supporting Custom Code):

A number of hours of “Drupal Developer” (Provider) time reserved for supporting custom code each month. The hours DO NOT carry over from month to month, and are “use it or lose it”. These hours are used only for supporting custom code, and aren't necessary for most of the services we provide.

I. Drupal-optimized shared hosting platform:

Our Drupal-optimized shared hosting platform that we offer free of charge to customers on any tier. However, it's largely intended to replace other low-end shared hosting platforms used by customers before signing up for “Basic” plan. This may not be the best fit for sites with larger hosting needs.

J. Pantheon (hosting company):

Drupal-optimized hosting company (website at <https://pantheon.io/>) with a wide-range of hosting options for sites of all sizes.

K. Site configuration:

Configuration that can be changed using the Drupal admin interface, which doesn't require changing files on disk or directly interacting with the database. Does not include “site content” which is information in Drupal nodes, blocks, or other entities in the database that is intended for consumption by the visitors of the site.

L. Site Audit and Report:

In order to learn about the current state of the site (ie. how much pending maintenance needs to be performed) and to estimate the level of effort necessary to support and maintain the site going forward, we normally

perform a site audit, which concludes in sending a report to the client with information about what we found, as well as recommendations that could improve the site's security and maintainability.

M. Remediation in the case a site is hacked:

Includes taking the site offline while remediation is in progress, finding and patching the vulnerability in Drupal that we believe allowed the attacker to hack the site, restoring from the last good backup, and bringing the site back online. This doesn't cover vulnerabilities in anything except the supported Drupal code, meaning Drupal core and contrib modules, but NOT custom code, unless a plan including a bucket of developer hours was selected. This doesn't cover vulnerabilities in non-Drupal software, including but not limited to: Apache, MySQL, PHP, Linux, and Microsoft Windows.

N. Omega8.cc (hosting company):

Drupal-optimized hosting company (website at <https://omega8.cc/>) with a wide-range of hosting options for sites of all sizes.

O. Migration (a.k.a. site hosting migration):

myDropWizard provides the service of copying Drupal site files and importing the Drupal database to a hosting company partner or to myDropWizard shared hosting. Coordination with third parties including but not limited to domain registrars and DNS service providers may be required to perform this service. myDropWizard accepts no liability for actions or inactions by these other organizations.

SECTION II: ALL THREE (3) TIER PLANS INCLUDE THESE SERVICES.

- A. Provider will perform a site audit and report prior to commencing services on website.
- B. Provider will provide twenty-four (24) hour response time on any "basic, one-off maintenance task" or "critical maintenance task" request (depending what's available in the plan).
- C. Provider will provide complimentary hosting on their Drupal-optimized shared hosting platform.
- D. Standard and Enterprise plans include free site hosting migration from Client's existing hosting provider to Provider hosting platform, to Pantheon hosting platform or to Omega8.cc hosting platform. Basic plan site hosting migrations are available for an additional fee as listed in Section VIII

SECTION III: MAINTENANCE AND SUPPORT ~THREE (3) TIER LEVEL PLANS.

A. DRUPAL 7 AND 8 PLANS

LEVEL ONE: BASIC PLAN \$99.00 MONTHLY

- i. **Applying Security Updates before 11:59PM central time (USA) the same day they are released**
- ii. **Unlimited requests to perform "Critical Maintenance Tasks"**
- iii. **Remediation in the case the site is hacked**

LEVEL TWO: STANDARD PLAN \$499.00 MONTHLY

- i. Everything in the “Basic Plan”, plus:**
- ii. Weekly Non-Security Updates for Popular Contrib Modules**
- iii. Unlimited requests to perform “Basic, one-off maintenance tasks”**

LEVEL THREE: ENTERPRISE PLAN \$999.00 MONTHLY

- i. All services in the “Standard Plan”, plus:**
- ii. A bucket of 5 developer hours for supporting custom code**

ALL LEVELS CAN OPTIONALLY ADD AN ADDITIONAL BUCKET OF DEVELOPER HOURS FOR SUPPORTING CUSTOM CODE FOR \$100/HOUR/MONTH.

B. DRUPAL 6 LONG-TERM SUPPORT PLANS

LEVEL ONE: BASIC PLAN \$125.00 MONTHLY

- i. Applying Security Patches for Drupal core, Popular Contrib Modules and Themes before 11:59PM central time (USA) the same day they are released**
- ii. Unlimited requests to perform “Critical Maintenance Tasks”**
- iii. Remediation in the case the site is hacked**

LEVEL TWO: STANDARD PLAN \$625.00 MONTHLY

- i. Everything in the “Basic Plan”, plus:**
- ii. Applying Security Patches for ANY Contrib Modules and Themes before 11:59PM central time (USA) the same day they are released**
- iii. Unlimited requests to perform “Basic, one-off maintenance tasks”**

LEVEL THREE: ENTERPRISE PLAN \$1250.00 MONTHLY

- i. Everything in the “Standard Plan”, plus:**
- ii. A bucket of 5 developer hours for supporting custom code**

ALL LEVELS CAN OPTIONALLY ADD AN ADDITIONAL BUCKET OF DEVELOPER HOURS FOR SUPPORTING CUSTOM CODE FOR \$125/HOUR/MONTH.

SECTION IV: SERVICES, PAYMENTS, TERM OF AGREEMENT, ADDITIONAL SERVICES, AND SERVICES NOT PART AND PARCEL OF THE AGREEMENT.

- A. SERVICES.** Provider shall provide to Client the services designated in Section II and Section III above per Client’s chosen tier plan. Such services shall be provided at the prices set forth next to each tier. Some Clients may desire to enter into this Agreement with Provider for numerous websites to be maintained and serviced and may utilize different plans for different websites based on needs. *Please See Page 5, Outlining Client’s Chosen Plan and for how many websites.*

- B. PAYMENT OF SERVICES.** Payment is due in full upon signing and execution of the Agreement. Provider will not commence services until payment is made in full. Unless the Agreement is terminated pursuant to Section IV(C) below, monthly payments will be due and owing on the day of the executed Agreement each month (Example: If the parties executed the Agreement on March 8, 2016, the next payment would be due on April 8, 2016, and each payment thereafter would be due on the 8th of each month). Provider does accept PayPal as a form of payment. Client can schedule its monthly payment automatically through its PayPal account by signing up with PayPal for monthly withdrawals. It is Client's responsibility to set up that payment arrangement directly with PayPal and verify with appropriate Provider listed as the person on Page 1 to provide notice when applicable under the Agreement. Any documentation should be forwarded to Provider verifying payment arrangement.
- C. TERM.** The term of the Agreement for each website is for one month to be renewed automatically month to month unless terminated by either party upon thirty (30) days prior written notice to the other party. An email notice to the designed party will be sufficient if Client is the terminating party.
- D. ADDITIONAL SERVICES.** Provider is more than willing to provide our Clients with additional services, HOWEVER, any additional services not specified in Section II and III above OR services that deviate from the tier plan chosen shall be governed by a "distinct and separate" Agreement outlining the project or the additional requested services by Client with the terms, conditions and pricing stated with specificity thereby both parties are mutually agreeable and there are is no ambiguity .
- E. SERVICES NOT PART AND PARCEL TO AGREEMENT.** Services that are not covered under the tier plans are other software, products, or designs, etc. that are not under the supported Drupal code, meaning Drupal core and contrib modules, but NOT custom code, unless a plan including a bucket of "Developer" (Provider) hours was selected. This doesn't cover any non-Drupal software, including but not limited to: Apache, MySQL, PHP, Linux, and Microsoft Windows.
- F. SKILL, CARE, AND DILIGENCE.** Services completed by Provider will be completed using the skill, care, and diligence normally used by professionals providing identical or similar services.

SECTION V: CONFIDENTIALITY, INDEMNIFICATION, LIMITED WARRANTIES, DELAYS/FORCE MAJEURE, AND DISCLAIMER ON HACKERS OR THIRD PARTY INTERFERENCE.

- A. CONFIDENTIALITY.** Provider and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to Client. Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement. Any oral or written waiver by Client of these confidentiality obligations which allows Provider to disclose Client's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

- B. INDEMNIFICATION.** The Client agrees that it shall defend, indemnify, save and hold Provider harmless from any and all demands, liabilities, losses, costs, and claims; including reasonable attorney's fees associated with services provided by Provider. This includes Liabilities asserted against Provider, its subcontractors, its agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product or service sold by the Client, its agents, employees or assigns.
- C. LIMITED WARRANTIES.** EXCEPT FOR THE LIMITED WARRANTIES ALLOWED BY LAW, PROVIDER HEREBY DISCLAIMS ALL OTHER WARRANTIES; BOTH EXPRESS AND IMPLIED, INCLUDING IMPLIED WARRANTIES RESPECTING MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. PROVIDER'S LIABILITY TO CLIENT FOR BREACH OF THIS AGREEMENT IS LIMITED SOLELY TO THE AMOUNT PAID BY CLIENT FOR COSTS OF SERVICES. IN NO EVENT SHALL PROVIDER BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF DATA, ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE). IN THE EVENT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF ANY WARRANTY OR LIABILITY UNDER THIS AGREEMENT, PROVIDER'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. PROVIDER MAKES NO GUARANTEE OF CLIENT INCOME RELATING TO THE SITE OR THIS AGREEMENT.
- D. DELAY IN PERFORMANCE.** Provider shall not be liable for failure to perform hereunder due to the inability of Client, Provider or any other person to connect to the Internet, or any other failure or unavailability of the Internet for any cause whatsoever.
- E. FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, or of the public enemy, or of any government or agency thereof, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, severe weather, differences with workmen, employee or associate leave, restrictions imposed by governmental agencies, war, hostilities, riot, rebellion, delay in or lack of transportation facilities, inability to secure materials, power failure or fluctuation or any other cause beyond the control of Provider, or Provider's exercise of its rights under this Agreement
- F. DISCLAIMER ON HACKERS OR THIRD PARTY INTERFERENCE.** Provider is not liable in an manner, civilly or monetarily, if a Client's website or other programs have been hacked by, including, but not limited to, an individual or group, entity/third party. **Provider will attempt to remedy any issues that may arise out of such an instance, however Provider cannot guarantee results or become responsible for liability and damages if Provider was not part of any wrongdoing. (Example: Provider is similar to firefighters dispatched to put out a fire, but they did not cause the alleged arson. Provider is there to assist Clients remedy the situation and help Clients regain control over its Drupal site.)

**SECTION VI: DEFAULT, NOTICE, REMEDIES,
GOVERNING LAW/VENUE, AND ATTORNEY FEES**

- A. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:
- i. The failure to make a required payment when due.
 - ii. The insolvency or bankruptcy of either party. ☐
 - iii. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.☐
 - iv. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.
- B. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered by certified mail, return receipt requested, to the address set forth below in Section VI (C) or to such other address as one party may have furnished to the other in writing.
- C. REMEDIES.** In addition to any and all rights a party may have available according to the common law and/or Wisconsin Statutes, including not only monetary damages, but injunctive relief is also available if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make the specified required monetary payment), notice shall describe with sufficient detail the nature of the default and may be delivered by U.S. Mail or E-mail transmittal. The party receiving the writing by mail or email by a party providing notice MUST cure the default(s) within seven (7) days from the date of notice or failure shall result in the automatic termination of Agreement.
- D. GOVERNING LAW/VENUE.** This Agreement shall be governed in all respects by the laws of the State of Wisconsin, United States of America. Venue shall be in Milwaukee County, Wisconsin.
- E. ATTORNEY FEES.** In the event Client breaches this Agreement, Provider shall be allowed to collect costs and reasonable attorney's fees for enforcing this Agreement, in addition to any other right or remedy provided by law, including injunctive relief.

SECTION VII: SEVERABILITY, AMENDMENTS, AND MODIFICATIONS.

- A. SEVERABILITY.** In case any provision of this Agreement shall be invalid, illegal or unenforceable, Such provision shall be construed so as to render it enforceable and effective to the maximum extent possible in order to effectuate the intention of this Agreement; and if such provision shall be wholly invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

- B. ENTIRE AGREEMENT/AMENDMENTS.** This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated, except by a written instrument signed by the parties hereto.
- C. MODIFICATION.** This Agreement shall not be modified or changed except by written document signed by the parties hereto, ***ATTACHED AS AMENDMENT A.***

**SECTION VIII: CLIENT ELECTS DRUPAL TIER PLAN, NUMBER OF WEBSITES,
AND THE NAMES OF SUCH WEBSITES, IF POSSIBLE,**

A. Client elects a Maintenance and Support Tier Plan, along with the number of websites it needs to be maintained and serviced, while Provider calculates Client’s monthly payment plan.

For the maintenance and support of the following websites named (or alternatively, the number of websites):

The Drupal 6/7/8 site at _____

The client shall elect the follow Maintenance and Support Tier Plan(s):

The Basic/Standard/Enterprise plan (\$____/site/month)

The client requests site hosting migration*:

- myDropWizard shared hosting (\$____/site)
- Pantheon hosting (\$____/site)
- Omega8.cc hosting (\$____/site)

* migration does not include additional fees that are determined by hosting partners.

With the following exceptions or additions:

None

The first payment of \$_____ is due upon signing and execution of the Agreement. Client’s monthly payment is due on the same day each month in the amount of \$_____ per month.

B. The above stated terms and conditions, along with attached **AMENDMENT A**, memorializes the parties intent of the Agreement and is fair and reasonable to both parties. Each party has the right to have legal counsel review the Agreement prior to execution for advice.

WHEREAS the Agreement is memorialized and executed in full upon signature and date by authorized representatives of each party.

By: _____
John Doe, President of Doe Rises, Inc.

Date: _____

By: _____
David Snopek, President of myDropWizard, Inc.

Date: _____

AMENDMENT A

WHEREAS, Client agrees that the following “critical use cases” will be part and parcel to the tier plan that it chose after a recovery period of time to assess such by Provider.

To be determined during client on-boarding, then signed off on and attached to this agreement.

Don't sign this page until this text has been replaced with the actual use cases!

By: _____

John Doe, President of Doe Rises, Inc.

Date: _____

By: _____

David Snopek, President of myDropWizard, Inc.

Date: _____