



Website Development, Design, and Maintenance
and Social Media Services
Terms of Service

1. Maintenance, Change Requests, Posting, or Tickets (hereafter called "Support", "Tickets", "Change Requests", or similar)

1.1 Standard Hours

- 1.1.1 Normal Support hours are between 8 a.m. and 5 p.m. Central time in the Continental US, Monday to Friday, excluding public holidays.
- 1.1.2 Requested Support will be scheduled on a first come, first serve basis, with average completion time within less than 3-5 business days
- 1.1.3 Calls outside of Normal Support hours or Support that requires an immediate response will incur additional charges
- 1.1.4 Onsite web support is generally not available

1.2 Customer

- 1.2.1 The Customer may be required to provide information or perform tasks to successfully resolve issues.
- 1.2.2 Customer will provide a primary point of contact or contacts including their primary and alternate sites who will interact with the Help Desk to avoid multiple tickets being generated for the same issue.
- 1.2.3 Any delay is Customer required information or task may result in a delay of service.

2. INTERACTIONS WITH THIRD PARTIES

- 2.1 Assistance with the management of the escalation to Internet Service Providers, Hosting Companies or similar.
- 2.2 Upon request, act as support-liaison for end-user to initiate a support call to provider and request support on behalf of end-user and direct vendor support provider to work directly with end-user to resolve issue. Customer must have active support for 3rd party vendors and applications for this type of support to take place.

3. SERVICE LEVEL OBJECTIVES/SYSTEM UPTIME

Strattmont Group will use reasonable efforts to maintain satisfactory uptime and availability for all websites and to respond and escalate all active support. Strattmont Group does not guarantee any amount of system uptime or usability.

System availability may be affected by reasons beyond Strattmont Group's control including but not limited to:

- Defects or malfunctions in a device
- Operating system or application malfunctions
- Client changes to devices
- Reprioritization of tasks by Client
- Problems resulting from actions or inactions of Client contrary to Strattmont Group's reasonable recommendations
- Loss of power or Internet connectivity
- Failure to communicate effectively



- Environmental issues

4. SERVICES NOT INCLUDED:

4.1 List of services not included

- Programming
- Database Management or Design
- Date Porting
- Data Backup, unless otherwise specified in the contract
- Domain Hosting, unless otherwise specified in the contract
- Custom Programming
- Custom Graphics
- Last Minute Posting
- Video Creation Service
- Advanced Graphic Services
- Personal Page Posting

4.2 In the event these services are required it may incur additional costs.

5. CLIENT REQUIREMENTS

5.1 Client agrees to:

- Follow safe browsing and safe email procedures.
- Provide remote access to allow technical issues to be resolved.
- Provide administrative access to all systems and infrastructure to allow technical issues to be resolved.
- Maintain 3rd party software support contracts for all line-of-business applications or premium add-ons to address end-user support, updates and upgrades, or to develop and maintain systems.
- Designate internal personnel to act as "smart hands" to perform simple on-site tasks.
- The Client understands that they may be required to provide information or perform tasks to successfully resolve issues.
- Provide a primary point of contact or contacts to avoid multiple tickets being generated for the same issue.
- Provide in a timely manner all material required to build and program any website development including but not limited to graphics, logo, web compatible colors, text, high definition graphics, pricing, specials, guidance, feedback, 3rd party service logins or similar. Providing low quality material or poor information for website development may result in a lackluster or uninformative website or may prevent Service Provider from completing the work.
- Provide in a timely manner all material required to administer or support Social Media accounts including but not limited to administrative access, text, specials, promotions, events, graphics, guidance, schedules, articles, industry topics, industry association, services, marketing plan or similar. Providing low quality material or poor information for social media may result in a lackluster or uninformative social media performance or may prevent Service Provider from completing the work.
- That the Client may transfer websites, for an additional cost as defined in standard Terms and Conditions. Website's transfers will require the Client to provide their own licenses for software, add-ons, security or similar. Website transfers require the client to provide their own hosting account with the appropriate platform. Strattmont will not provide installation service for website transfers.
- To maintain a secure operating environment including but not limited to a firewall, anti-virus program, cabling, and updated operating systems.
- Maintain adequate bandwidth for business services and support access



- Client understands that not providing requested material and requested feedback in a timely manner may result in temporary suspension of the project. After materials and / or requested feedback is received, the work will be rescheduled based upon Service Provider availability.
- Client assumes all liability for all materials it provides for use in or in connection with the work completed by Service Provider.
- Client may be required to approve & sign off on "proof of concept" for design work, and "project final approval" agreements before completed work is released to client.
- It is the Client's responsibility to pay invoices by the due date.
- If an invoice is not paid by the due date, Service Provider will suspend all project work until the current balance is paid in full. Once said balance is paid, Service Provider shall reschedule the remaining project work based upon current availability and notify the Client of the rescheduled date.
- Moving or transferring subscription services to another provider will NOT automatically cancel subscription service and that subscription services & corresponding charges will continue until cancellation request has been made by the Client.
- Social Media posting will be exclusively to Business Pages unless otherwise noted in the signed contract or proposal

6. PROOF OF CONCEPT TERMS

Proof of concept is understood to be a representation of the Client's final website design to be integrated into your website subject to the following terms:

1. This proof is a representation of your website home page and contains (i) the global elements to be used across all of your website pages including but not limited to the header & navigation menus, the footer area, font face / size / colors, your company branding, and colors, (ii) the content elements and designated content areas of your home page.
2. Size: Client understands that the proof provided is not an accurate representation of the final size of the website design, and that the completed design integration will be larger.
3. Interactivity: Client understands that the proof provided is an image and not an accurate representation of the website interactivity that will be present in the website including but not limited to: animations, photo slider functionality, functional buttons & links.
4. Revisions: Client understands that any revisions requested (a) after approval may be subject to additional fees, (b) after integration into website will be subject to additional fees.

7. MISCELLANEOUS PROVISIONS

1. Company does not guarantee that, as a result of Company's services performed on Client's behalf, Client will (a) increase or generate revenues, (b) increase its followers or otherwise improve its popularity or interest on any social media platform, (c) increase any website or similar traffic or search ranking (d) attract or retain new clients or other business. Client understands that results may vary and cannot be guaranteed, and the success of Client's business will depend on Client's individual efforts.
2. Company retains all ownership of any material developed for Client. Client is not entitled to any ownership or royalty of any code, website, programming, graphics, solution, addon, plugin, sales material, writing, reports, samples, digital copy, digital ads, research, processes or similar.
3. Any premium addons, plugins, annual subscriptions or similar provided by Strattmont for any website are the property of Company. Any transfer to another provider or cancellation of service terminates any rights to the usage of addons, plugins, annual subscriptions or similar.
4. Client may be granted access to administer their website hosted on a Strattmont Servers on a limited basis for the purpose of changing text, pictures, and other content. Client at no time will have full administrative access to any website hosted on Strattmont Servers.